



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, January 6, 2020

7:00 PM

Village Hall

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. VILLAGE CLERK'S OFFICE

[2020-0023](#) Approval of the December 16, 2019 Regular Meeting Minutes

Attachments: [Draft Minutes](#)

4. PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

[2020-0004](#) Honor Tim Lhotak - Army Veteran and Village of Orland Park Resident

Attachments: [Award](#)

[2020-0029](#) Illinois Association of Museums' 2019 Best Practices Award

5. PRE-SCHEDULED CITIZENS & VISITORS

6. ACCOUNTS PAYABLE

[2020-0015](#) Accounts Payable from December 17, 2019 - January 6, 2020 - Approval

Attachments: [AP Listing](#)

7. CONSENT AGENDA

A. [2020-0016](#) Payroll for December 27, 2019 - Approval

Attachments: [12.27.2019 Payroll](#)

- B. [2019-0910](#) Centennial Park West Events and Walks
- C. [2019-0924](#) Ordinance Authorizing the Disposal and Destruction of Municipal Property (Gas mask, filters, and Auto injectors)
- Attachments: [Ordinance](#)
- D. [2019-0880](#) 2020 Land Development Code Amendments I
- Attachments: [2020 LDC I Amendment Summary](#)
 [2020 LDC I Amendment Report Final](#)
 [Exhibit A - Chart 5-101.A\(A\)](#)
 [Exhibit B - Section 6-307 Signs - Proposed Amendments 11.25.2019](#)
 [Exhibit C - Table 6-302.C.1 \(A\) Attached Accessory Structures](#)
- E. [2020-0001](#) 2019 Ready Mix Concrete Purchase - Payment
- F. [2019-0919](#) Elevated Tank #5 Rehabilitation Construction Engineering - Proposal
- Attachments: [Proposal](#)
- G. [2019-0900](#) Consulting Engineering Services for Comprehensive Sanitary Sewer Evaluation - Contract Services
- Attachments: [Proposal](#)
- H. [2020-0019](#) Equipment Purchase - Proposal
- Attachments: [Quote](#)
- I. [2019-0920](#) Replacement of Police Patrol Vehicles Purchase - Proposal
- Attachments: [Orland Park Utility Gas](#)
 [Orland Park Utility Hybrid](#)
- J. [2020-0006](#) Grasslands Basin Dam Intergovernmental Agreement with MWRDGC - Resolution
- Attachments: [Intergovernmental Agreement](#)
 [Resolution](#)
- K. [2020-0026](#) Temporary Human Resources Staffing Services
 Extension of GovTemps Employee Leasing Agreement
 C19-0138-2019-0656
- Attachments: [Agreement](#)
- L. [2020-0011](#) Village Hall Complex Improvements - Change Orders

Attachments: [Change Order #1](#)
[Change Order #2](#)
[Change Order #3](#)
[Change Order #4](#)

M. **2019-0921** Waterfall Plaza - Development Agreement

Attachments: [2018-0330 - Development Agreement](#)
[2018-0330 - Development Agreement](#)

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

9. **PUBLIC SAFETY**

10. **TECHNOLOGY, INNOVATION AND PERFORMANCE IMPROVEMENT**

11. **PUBLIC WORKS**

12. **DEVELOPMENT SERVICES, PLANNING AND ENGINEERING**

13. **PARKS AND RECREATION**

14. **FINANCE**

15. **MAYOR'S REPORT**

2020-0007 Amend Title 7 Chapter 4 - Number of Class C Liquor License -
 Ordinance

Attachments: [Ordinance](#)

16. **OFFICIALS**

2020-0017 Resolution Expressing Support for Efforts by the Federal
 Government and the State of Illinois to Stop the Abuse of National
 and State Telecommunication Networks and Urge the Federal
 Communications Commission and the Illinois Attorney General to
 Investigate a Scourge of Vile, Defamatory, and Anonymous
 Robocalls Inundating Residents of Orland Park, IL.

Attachments: [Resolution](#)

2020-0027 John Humphrey Complex 2021 Scheduling

Attachments: [Staff Report - 12/16/2019](#)

17. VILLAGE MANAGER'S REPORT

18. NON-SCHEDULED CITIZENS & VISITORS

19. BOARD COMMENTS

20. EXECUTIVE SESSION

A. Approval of Minutes

B. Collective Negotiating Matters Between The Village and its Employees, or their Representatives, or Deliberations Concerning Salary Schedules for One or More Classes of Employees

21. RECONVENE BOARD MEETING

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

22. ADJOURNMENT

DATE: January 6, 2020

REQUEST FOR ACTION REPORT

File Number:	2020-0023
Orig. Department:	Village Clerk
File Name:	Approval of the December 16, 2019 Regular Meeting Minutes

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the minutes of the Board of Trustees Meeting of December 16, 2019.

VILLAGE OF ORLAND PARK

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



Meeting Minutes

Monday, December 16, 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 7:20 P.M.

Present: 7 - Trustee Fenton, Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani and Village President Pekau

VILLAGE CLERK'S OFFICE

2019-0904 Approval of the November 27, 2019, Special Meeting Minutes

The Minutes of the Special Meeting of November 27, 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 November 27, 2019.

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

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

Nay: 0

Abstain: 1 - Trustee Calandriello

2019-0906 Approval of the December 2, 2019, Regular Meeting Minutes

The Minutes of the Regular Meeting of December 2, 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 December 2, 2019.

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

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

Nay: 0

2019-0889 Approval of the November 18, 2019, Development Services, Planning and Engineering Committee Minutes

The Minutes of the Development Services, Planning and Engineering Committee meeting of November 18, 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 Regular Meeting of the Development Services, Planning and Engineering Committee of November 18, 2019.

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

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

Nay: 0

2019-0888 Approval of the November 18, 2019, Finance Committee Minutes

The Minutes of the Finance Committee meeting of November 18, 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 Regular Meeting of the Finance Committee of November 18, 2019.

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

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

Nay: 0

PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

2019-0896 The Orland Park Owls Floor Hockey Team State Champions

Mayor Pekau and the Village Board presented Community Pride Awards to Special Recreation's State Champions for floor hockey.

On November 16, 2019 the Orland Park Owls took home the gold medal in the State Championship for floor hockey. The event was held at Northeastern Illinois University. Thirty (30) teams from across the state participated in this event. The Owls beat Mann Park from Chicago Park District 4-3 and Lambs Farm 5-1 to take home the championship. Two athletes participated in the opening ceremonies: Matthew Szescki did the torch run and Lindsay Mancuso did the Special Olympics oath.

Trustee Dodge had comments. (refer to audio file)

Discussion only

This item was a presentation. NO ACTION was required.

2019-0922 Honor Orland Park Residents - US Air Force Academy Class of 2023

Mayor Pekau and the Village Board presented Community Pride Awards to Eric Benes and Haley Hoffmeister for their appointments to the United States Air Force Academy, Class of 2023.

This was a presentation. NO ACTION was required.

2019-0915 Proclamation Honoring Next Day Plus as Orland Park Business of the Month-December 2019

Mayor Pekau proclaimed December 16, 2019, as Next Day Plus Day in the Village of Orland Park and honor the Next Day Plus with Orland Park Business of the Month-December 2019.

Next Day Plus has been serving Orland Park since 1998 and we congratulate them for celebrating over 21 years in Orland Park. Next Day Plus services the Chicago-land area, all 50 States and Canada.

This item was a presentation. NO ACTION was required.

CONSENT AGENDA

Trustee Healy requested that Item B. Accounts Payable be removed from the Consent Agenda for a separate vote.

Passed the Consent Agenda

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

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

Nay: 0

2019-0912 Payroll for December 13, 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 December 13, 2019, in the amount of \$1,075,771.49.

This matter was APPROVED on the Consent Agenda.

2019-0878 Centennial Park Aquatic Center (CPAC) Activity Pool Gutter Repairs - Change Orders

On March 5, 2019, RFP 19-006 "Centennial Park Aquatic Center (CPAC) Activity Pool Gutter Repairs" was issued by the Parks & Grounds Department. The Village Board approved the selection of the lowest qualified bidder, Schaeffges Brothers, Inc. of Wheeling, IL, on June 17, 2019.

The total bid price submitted by Schaeffges Brothers, Inc. was for \$166,850.00. As there was the potential for change orders due to uncertainty with the location of some of the piping where saw cutting will take place, staff requested the remaining budgeted amount of \$58,150 be allocated for this project as a contingency, bringing the total RFP award to \$225,000.

The following change orders are necessary to ensure the successful completion of the project:

- Concrete sidewalk repairs to repair cracks and meet ADA requirements (\$49,294.00)
- Replacement of Uni-struts for pool piping (\$1,589.00)
- Replacement of stainless steel line anchors (\$1,709.59)
- Removal of sand from perimeter trench drain (\$3,173.00)

Changes to the contractual scope of the work result in a total cost increase of \$55,765.59; and in accordance with 720 ILCS 5/33 E-9 regarding Change Orders to the Contract:

- a) The above referenced Change Order increases the Contract sum by more than \$10,000.00;
- b) These Change Orders (a) are made necessary by circumstances not reasonably foreseeable at the time the contract was signed; (b) are germane to the Contract as originally signed; and
- c) are in the best interests of the Village.

I move to approve accepting the change orders from Schaeffges Brothers, Inc. of Wheeling, IL, for Centennial Park Aquatic Center (CPAC) Activity Pool Gutter Repairs at an additional cost of \$55,765.59.

This matter was APPROVED on the Consent Agenda.

2018-0644 Voda Car Wash - Ordinance

On April 1, 2019, the Village Board of Trustees approved a Site Plan, Landscape Plan, Elevations, and Special Use Permit with Modifications to the Land Development Code for Voda Car Wash located at 7648 W. 159th Street, which allows for the construction and operation of car wash facility on a 1.36-acre parcel, and is subject to conditions as stated in the ordinance.

I move to pass Ordinance Number 5469, entitled: ORDINANCE GRANTING A SPECIAL USE WITH MODIFICATIONS (VODA CAR WASH - 7648 W. 159th STREET)

This matter was PASSED on the Consent Agenda.

2018-0619 Tommy's Car Wash - Ordinance

I move to pass Ordinance Number 5470, entitled: ORDINANCE GRANTING A SPECIAL USE WITH MODIFICATIONS (TOMMY'S CAR WASH - 15819 S. WOLF ROAD)

This matter was PASSED on the Consent Agenda.

2019-0893 Professional Engineering Services with Christopher B. Burke

The Village of Orland Park's current contract with Christopher B. Burke Engineering, Ltd. (CBBEL) to provide professional engineering services will expire on December 31, 2019. Previous contracts for general engineering provided by CBBEL included a monthly retainer of \$8,500. Staff is recommending the approval of the same amount for the FY 2020.

Throughout the 2019 fiscal year, CBBEL has provided a variety of services working not only with Development Services but also the Public Works Department, Parks Departments, and the Village Manager's Office. The scope includes attending Village meetings, investigation of engineering matters, review of drainage complaints, and follow-up with developers and residents. CBBEL also serves as the Village's Professional Engineer (PE) for the review and approval of private development projects within the Village of Orland Park. The fees for this service are passed through to the developer for payment and are billed at CBBEL's 2013 rates.

Attached to the Board Packet is the detailed proposal for services as submitted by CBBEL. The proposal includes that the agreement can be terminated by either party given 60 days written notice.

I move to approve the Professional Engineering Services contract with Christopher B. Burke Engineering, Ltd. in the amount of \$8,500 per month as outlined in the proposal.

This matter was APPROVED on the Consent Agenda.

**2019-0807 Fairway Estates Stage 4 Drainage and Water Main Improvements
GMP - Proposal**

Fairway Estates subdivision was developed in phases starting in the late 1950s through the early 1970's. The water mains were installed using cast iron pipes (current standard is a ductile iron pipe with a polyvinyl wrap). Over the 50+ years of service, the water mains have corroded on the exterior of the pipe and have caused numerous breaks. Public Works is systematically replacing and/or lining

these older cast iron pipes throughout the village. In addition, the Fairway Estates subdivision area homes are prime candidates for remodeling, building additions and upgrades which will require larger water service sizes. This area is best suited for water main replacement instead of lining, allowing the opportunity to increase pipe diameter to improve flow characteristics and upgrade water services.

Christopher B. Burke Engineering, Ltd. (CBBEL) was approved to initiate phase 1 engineering for the Fairway Estates (Maycliff South Stage 2) Storm Water Improvement Project in November 2014. In August 2017 the Board approved a Guaranteed Maximum Price (GMP) with Burke, LLC of Rosemont, Illinois for the storm water piping and first phase of water main replacement. In 2018 the Board once again approved a GMP utilizing Burke, LLC for Fairway Stage 2 water main replacement with additional storm improvements. Burke, LLC, working with their underground contractor was able to hold their pricing by continuing the work through the winter months. This was an unconventional approach for the village as these projects have always been performed during the regular construction season during early summer and fall months. We discovered many benefits to performing these projects during the winter. We received fewer noise and dust complaints, the contractor assisted with snow removal efforts, concrete and asphalt restorations were completed early before other construction projects started within the village and spring weather assisted with trench settling and sod establishment. In December, 2018 the Board approved Fairway Stage 3 water main replacement and storm improvements that were completed in early March, 2019.

To expedite the project in the Fairway Stage 4 Water Main improvement area and take advantage of current pricing, the GMP (design/build) delivery method is once again recommended. The traditional design/bid/build option would require significant water main engineering delaying construction and adding to the cost. Burke, LLC and their subcontractors have become familiar with village standards and expectations. The underground contractor for the water main replacement project has committed to once again holding their price if work is able to begin as early as February 1, 2020, providing an expected savings.

The engineers estimated the cost of going out to bid would be \$4,011,000.00 with no cost-sharing to the village. Utilizing GMP pricing would result in a cost saving's of \$522,000.

Similar to previous water and sewer utility projects, roadway improvements are not a part of the proposed GMP. Roadway improvements will be part of the Neighborhood Road Improvement Program.

Village staff requested that Burke, LLC of Rosemont, Illinois provide a proposal to consider the GMP option. The proposal is attached to the Board Packet and reflects a cost of \$3,489,000.00 (\$3,389,000.00 plus \$100,000.00 for owners' allowance) for the

delivery of the project and will include shared savings with the village if the project is completed under budget. If the project comes in over budget, Burke, LLC would be obligated to cover the additional cost, with one exception: if the soils are determined to be contaminated, a change order would be negotiated. Included as part of this proposal are provisions for adding road drainage and backyard drainage improvements.

I move to approve waiving the bid process;

And

Approve accepting the proposal from Burke, LLC of Rosemont, Illinois for the Fairway Estates Stage 4 Drainage and Water Main Improvement Project with a Guaranteed Maximum Price (GMP) of \$3,489,000.00.

This matter was APPROVED on the Consent Agenda.

2019-0902 Sportsplex Emergency Roof Repair - Payment

Over all village maintained buildings in 2019, staff contacted the village's on-call roof repair company, Solaris Roofing Solutions, Inc. for thirty repairs. The Sportsplex at 11351 W. 159th Street opened in 2003. Over the past few months, there have been numerous roof leaks. In particular, persistent leaks have developed over the free weight lifting area near the loading dock. The roof membrane in this area has been spot repaired 5 times in 2019. Another leak in this area was reported on November 22nd shortly after a repair was made. At that time it was determined that another patch will not be sufficient because a large area of the roof membrane is now at a critical level of failure. Solaris Roofing Solutions, Inc. provided a quote of \$8,950.00 for the emergency patching of the larger area before colder temperature and weather prevented it. This emergency repair was completed on December 6th. With this emergency roof repair, the amount expended for roofing repairs exceeds staff spending authority and requires Board approval. Building Maintenance funds are available to transfer into the line item account to cover the expenditure.

Below is a summary of the 30 roofing expenditures invoiced by Solaris Roofing Solutions, Inc. in 2019.

\$1,200.00 Boley Farm - 1 repair for tarping
\$2,418.00 Centennial Park - 6 repairs to concession areas and maintenance office
\$3,053.00 Cultural Arts Center - 2 repairs at various locations
\$4,721.45 Franklin Loebe Center - 4 repairs at various locations
\$1,884.50 Orland Park Health & Fitness Center - 4 repairs over Physical Therapy
\$718.00 Police Facility- 2 repairs at various locations
\$2,949.75 Public Works - 4 repairs Main Office and V&E Garage

\$3,010.25 Sportsplex - 6 repairs mostly over weight room
\$454.00 Village Hall - 1 repair at the west entry
\$20,408.95

With more than two weeks left in 2019, the possibility of an additional roof repair(s) exists. In order to cover any additional expenditure, staff is requesting an additional \$2,642.00 above the \$8,950.00 be approved for Solaris Roofing Solutions, Inc. The total approved yearly expenditure will not exceed \$32,000.00.

I move to approve the payment of \$8,950.00 to Solaris Roofing Solutions, Inc. of West Chicago, Illinois, for emergency roof repairs at the Sportsplex;

And

Approve total expenditures not to exceed \$32,000.00 with Solaris Roofing Solutions, Inc. of West Chicago, Illinois for the fiscal year 2019.

This matter was APPROVED on the Consent Agenda.

2019-0780 Orland Park Health & Fitness Equipment Purchase

The Orland Park Health and Fitness Center would like to replace four Stairmaster Stepmills, purchased in 2010; six Octane elliptical machines purchased in 2008 (3) and 2012 (3) and two NuStep recumbent trainers purchased between 1999-2004 (based upon the serial numbers).

These pieces of equipment are outdated, cost-prohibitive to repair and in the case of NuStep, unable to be repaired due to unavailable parts. Frequent equipment break-downs result in inconvenient out-of-order periods negatively affecting members. In addition, out-of-order equipment creates a poor perception to prospective members touring the facility.

OPHFC staff recommends replacing these heavily used cardio machines with five Matrix C5X-07 Climbmills, four Octane LX8000 Elliptical, two Octane 4700 Ellipticals and two NuStep 0500-HB-Y5 Recumbent Cross Trainers.

Attached to the Board Packet are quotes from Octane Fitness, Matrix and NuStep for the recommended pieces of fitness equipment. Matrix has also provided a quote based upon the National Cooperative Purchasing Alliance (NCPA) pricing. However, due to the purchasing power of Power Wellness, Matrix has provided a quote that is less than NCPA pricing.

Octane Fitness and NuStep do not participate in any type of cooperative purchasing pricing.

The purchase of Octane Fitness, Matrix and NuStep fitness equipment can only be done directly through the manufacturer as shown in sole source letters provided by

each vendor (attached to Board Packet).

OPHFC would like to purchase the following:

- Five Matrix C5X-07Climbmills directly from Matrix at \$23,750 (NCP pricing \$25,988.35).

- Four Octane LX8000 Ellipticals, two Octane 4700 Ellipticals directly from Octane fitness at \$23,690.26.

- Two NuStep 0500-HB-T5 Recumbent Cross Trainers directly from NuStep at \$9490.

Totaling: \$56,930.26

I move to approve waiving the bid process;

And

Move to approve the purchase of Five Matrix C5X-07 Climbmills, four Octane LX8000 Ellipticals, two Octane 4700 Ellipticals and Two NuStep 0500-HB-T5 Recumbent Cross Trainers for \$56,930.26.

This matter was APPROVED on the Consent Agenda.

2019-0918 Hey and Associates, Inc. - Plan Review and Landscape Architect Services Contract Adjustment

The Village's contract with Hey and Associates, Inc. to perform landscape reviews and inspections in 2019 was approved for an amount not to exceed \$45,000. Due to an increase in development reviews, the Development Services Department has reached the amount budgeted and will need an additional \$6,938 to cover the remaining reviews and inspections completed by Hey and Associates, Inc. through the end of 2019.

I move to approve an adjustment to the current contract with Hey and Associates, Inc. for landscape plan review and landscape architect services from \$45,000 to not to exceed annual budgeted amount;

This matter was APPROVED on the Consent Agenda.

2019-0887 Centennial Park Aquatic Center (CPAC) Railing Replacement (Reissue) - ITB 19-028 Award

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 requested approval from the Village Board on November 4, 2019, to reject the original ITB due to a lack of bidders and to re-issue the invitation to bid, which the Board approved.

On November 5, 2019, this project was reissued as ITB 19-028. In an effort to

publicize the ITB to a wider audience, Parks staff reached out to contractors directly and Bid Net categories were expanded. In total, 291 contractors were notified of the ITB, four (4) downloaded the bid documents and one (1) bid was submitted by the November 19, 2019 closing date. The same contractor (Crossroads Construction of Lombard, IL) as the original ITB provided the sole submittal.

The ITB required bidders to provide four (4) bid alternatives based on materials and paint finishes outlined in the original bid specifications. Crossroad Construction's submittal included an additional bid alternative for powder coated stainless steel. This option was the lowest cost of the five (5) proposed alternatives. A bid tabulation for Crossroads Construction is provided below:

Bid Tabulation - Crossroads Construction

Alternative 1 Galvanized Steel Paint 1 - \$192,000
Alternative 2 Galvanized Steel Paint 2 - \$192,000
Alternative 3 Stainless Steel Paint 1 - \$178,400
Alternative 4 Stainless Steel Paint 2 - \$178,400
Alternative Option Powder Coated Stainless Steel - \$173,400

Specifications (Exhibit D - Special Provisions) in the ITB state that, "alternate paint systems must be approved by the Village." As such, Parks staff consulted with CBEL, who completed the bid specification for this project on behalf of the Village, regarding the viability of powder coating stainless steel. CBEL concluded that powder coating was an equally viable option as Paint Systems 1 and 2. Accordingly, Parks is requesting approval to award ITB 19-028 to Crossroads Construction of Lombard, IL based on Alternative Option - Powder Coated Stainless Steel for \$173,400.

A 5% contingency of \$8,670 is requested to address change orders made necessary by circumstances not reasonably foreseeable at the time the contract was signed, are germane to the Contract as originally signed and are in the best interests of the Village

I move to approve awarding ITB 19-028 Centennial Park Aquatic Center (CPAC) Railing Replacement in an amount not to exceed \$182,070.00 to Crossroads Construction of Lombard, IL.

This matter was APPROVED on the Consent Agenda.

2019-0914 Accounts Payable from December 3, 2019 - December 16, 2019 - Approval

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 December 3, 2019, through December 16, 2019, in the amount of \$3,340,256.09

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 Fenton, Trustee Dodge, Trustee Calandriello, Trustee Nelson Katsenes, Trustee Milani, and Village President Pekau

Nay: 0

Abstain: 1 - Trustee Healy

FINANCE

2019-0913 PMA IPRIME Participation - Resolution

PMA Financial Network, LLC ("PMA") currently provides investment management services for a portion of the Village's long-term investment portfolio. PMA works almost exclusively with the public sector and has been a leading provider of public sector financial services since 1984. As of September 30, 2019, PMA had over \$28 billion in assets under management.

PMA is offering a new investment platform for municipal entities, the Illinois Public Reserves Investment Management Trust ("IPRIME"). IPRIME is AAAM rated by Standard & Poor's and meets the requirements of GASB 79. Additional benefits of participating in PMA/IPRIME include access to PMA's bank deposit network and fixed income platform, ACH deposit of federal, state and local revenues, online reporting tools, self-directed wire transfers, cash flow and bond proceeds management and credit risk analysis. All services that PMA currently provides to the Village will remain the same and the IPRIME platform will bring many additional benefits to the Village.

I move to approve Resolution No. 1928 entitled "A RESOLUTION APPROVING AND AUTHORIZING (1) PMA FINANCIAL NETWORK, LLC AND PMA SECURITIES, LLC TO PROVIDE INVESTMENT SERVICES AND (2) EXECUTION OF THE DECLARATION OF TRUST ESTABLISHING THE ILLINOIS PUBLIC RESERVES INVESTMENT MANAGEMENT TRUST".

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

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

Nay: 0

MAYOR'S REPORT

2019-0894 Amend Title 7 Chapter 4 - Number of Class N Liquor License - Ordinance

Decrease the number of Class N liquor licenses from one (1) to zero (0) as Art ala Carte is not renewing their liquor license for 2020

I move to pass Ordinance Number 5471, entitled: AN ORDINANCE AMENDING TITLE 7, CHAPTER 4 OF THE ORLAND PARK MUNICIPAL CODE, REGARDING THE AVAILABLE NUMBER OF CLASS N 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: 7 - Trustee Fenton, Trustee Dodge, Trustee Calandriello, Trustee Healy, Trustee Nelson Katsenes, Trustee Milani, and Village President Pekau

Nay: 0

OFFICIALS

2019-0890 Accepting the Consolidation and Assuming the Function of the Orland Park Metropolitan Exposition, Auditorium, and Office Building Authority and Creating and Appointing Members to the Orland Park Civic Center Advisory Committee.

In 1997, the Illinois General Assembly passed P.A. 90-328, the "Orland Park Civic Center Law of 1997" which established the Orland Park Metropolitan Exposition, Auditorium, and Office Building Authority (the "Civic Center"). The Civic Center is a separate level of local government whose members are appointed by the Village President of Orland Park, with the advice and consent of the Orland Park Village Board of Trustees.

The Village sought the creation of the Civic Center Authority as part of the overall construction of the Village Center development which included the Village Hall as well as the Civic Center building. By creating the Civic Center Authority, the Civic Center was able to get a grant to repay bonds issued for the construction of the Civic Center building. The final bond payment occurred on December 15, 2019.

As originally envisioned between the Village and the Civic Center Authority (per an Intergovernmental Agreement), once the bonds matured, the Civic Center building would become the property of the Village of Orland Park. Now that the bonds have matured, the Civic Center Authority is ready to transfer ownership of the building to the Village.

In 2014, the Illinois General Assembly approved Public Act 98-1002 which streamlines the process for reducing the number of local and municipal governments in Illinois. The law grants various government entities the authority to annex, consolidate or dissolve following a majority vote of that entity's board. Since the main role of the Civic Center Authority Board was to act as landlord to the Civic Center Building, and since the building is being transferred to the Village, the Civic Center Authority Board adopted an Ordinance at its most recent meeting to dissolve the Civic Center Authority.

To complete the dissolution, the Village of Orland Park Board of Trustees would adopt the Resolution attached to the Board Packet accepting the consolidation. Upon adoption of this Resolution, the Civic Center Authority will cease to exist effective December 31, 2019.

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

I move to approve adopting Resolution 1929 to Accept the Consolidation and Assume the Functions of the Orland Park Metropolitan Exposition, Auditorium, and Office Building Authority;

And

Move to approve adopting Ordinance 5472 amending the Village Code to create the Civic Center Advisory Committee;

And

Move to approve adopting Resolution 1930 appointing the current Civic Center Authority Board Members to the Orland Park Civic Center Advisory Committee.

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

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

Nay: 0

BOARD COMMENTS

Trustees Fenton, 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) the appointment, employment, compensation, discipline, performances or dismissal of specific village employees; c) collective negotiating matters between the village and its employees, or their

representatives, or deliberations concerning salary schedules for one or more classes of employees; d) the purchase or lease of real property for the use of the village; g) setting a price for sale or lease of village property; e.) 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 Fenton, seconded by Trustee Calandriello, that this matter be APPROVED. The motion carried by the following vote:

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

Nay: 0

RECONVENE BOARD MEETING

The roll was called to reconvene the Regular Meeting and Trustees Fenton, 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) the appointment, employment, compensation, discipline, performances or dismissal of specific village employees; c) collective negotiating matters between the village and its employees, or their representatives, or deliberations concerning salary schedules for one or more classes of employees; d) the purchase or lease of real property for the use of the village; g) setting a price for sale or lease of village property; e.) pending litigation against, affecting or on behalf of the village or when found by the board that such action is probable or imminent.

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

2020-0003 Cuellar vs. City of Oak Forest - Settlement

I move to authorize Attorney Brittany Hartwig with James Roche Associates to settle Cuellar vs. City of Oak Forest claim in an amount not to exceed \$6,000 under case number 18-CV-05118.

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

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

Nay: 0

ADJOURNMENT: 9:50 P.M.

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

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

Nay: 0

2020-0022 Audio Recording for December 16, 2019 Board of Trustees Meeting

NO ACTION

/AS

Respectfully Submitted,

John C. Mehalek, Village Clerk

REQUEST FOR ACTION REPORT

File Number:	2020-0004
Orig. Department:	Board of Trustees
File Name:	Honor Tim Lhotak - Army Veteran and Village of Orland Park Resident

BACKGROUND:

On November 15, 2019, a call came into the Orland Park Veterans Commission office from a Korean War Veteran and an Orland Park resident. This resident is an 89-year-old combat Veteran who, due to recent health issues, was not able to drive. He was short on food and he needed to get to the Jewel Food Store, approximately 3 blocks from his home. The Veterans Commission told this resident that they would find help.

Upon hanging up, another call came into the Commission office that there was Veteran in the Village Hall seeking information about adding his "Veteran status" to his driver's license, Tim Lhotak. Mr. Lhotak was invited in the Veterans Commission office for assistance. While Mr. Lhotak was on a business trip to Nashville his jacket and wallet disappeared off the back of his chair while dining in a restaurant.

During this conversation between Darryl Wertheim and Tim Lhotak, the conversation turned to the subject of our Korean War Veteran in need. Tim, without hesitation, said "I will help". After Tim obtained his new driver's license he contacted our 89-year-old veteran and went to his home. Upon arrival, Tim met the combat vet and his wife, drove her to the Jewel Grocery Store where they shopped and he helped her load and unload the groceries.

Tim stated that they were "Two very nice people that just needed a little assistance."

The Orland Park Veterans Commission followed up that afternoon. The 89 year old combat vet also had an application for the Orland Township Senior Transportation but was not able to return it with a picture ID.

On Monday November 18, 2019 the Veterans Commission visited the combat vet and took his Orland Township Senior Transportation application and ID to the Township office. He is now able to use the service as needed.

Follow-up from Tim Lhotak- November 19, 2019

"Sometimes when you do good things for people good things happen to you. I told you that I lost my wallet in Nashville when I was traveling for work. Two days after we met, someone sent my jacket with my wallet still inside by mail to me from Florida, they must have grabbed my jacket by accident "

Mayor Pekau and the Village Board want to thank Mr. Tim Lhotak for your selfishness to assist and help out a fellow Veteran and resident in their time of need.

BUDGET IMPACT:

REQUESTED ACTION:



Village of Orland Park

COMMUNITY PRIDE AWARD

presented to

Tim Lhotak

Kindness and selfless act of assisting a fellow veteran
and Orland Park resident in a time of need.

Presented this 6th day of January, 2020.

Keith Pekau, Village President
Village of Orland Park

REQUEST FOR ACTION REPORT

File Number:	2020-0029
Orig. Department:	Officials
File Name:	Illinois Association of Museums' 2019 Best Practices Award

BACKGROUND:

The Orland Park History Museum and Stellwagen Farm received the Superior Achievement Award for Building/Site Preservation at the Illinois Association of Museums' conference, which was held in Bloomington, IL on November 19, 2019. The Museum Curator and the Stellwagen Family Farm Foundation have worked together since 2018 on the preservation and interpretation of the Stellwagen Farm. The Museum Development and Advisory Board have also agreed to help with future projects, programs, fundraisers, etc. at the farm.

This award is a great achievement for this new partnership between the museum and Stellwagen and for the continued efforts to preserve the outbuildings and farmhouse. The exterior preservation of Stellwagen's 10 outbuildings also received the Landmarks Illinois award in 2019.

BUDGET IMPACT:

REQUESTED ACTION:

DATE: January 6, 2020

REQUEST FOR ACTION REPORT

File Number:	2020-0015
Orig. Department:	Finance Department
File Name:	Accounts Payable from December 17, 2019 - January 6, 2020 - Approval

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Accounts Payable from December 17, 2019, through January 6, 2020, in the amount of \$3,244,925.12

Village of Orland Park Open Item Listing

Run Date: 01/03/2020 User: bobrien

Status: POSTED Due Date: 01/06/2020
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] 10079 : 22ND CENTURY MEDIA	2019-94577	I19-008652	19-002162	12/18/2019	1	Holiday Fest 1/2 page ad	010-9450-442300	\$	555.00
[VENDOR] 14626 : ACRES GROUP	AEI_0358287	I19-008867	19-002220	12/31/2019	1	Trees for Grounds - proposal dated 10.2.19	010-1900-464800	\$	6,947.00
	AEI_0358287	I19-008867	19-002220	12/31/2019	2	Trees for Parks - per proposal dated 10.2.19	283-4003-464800	\$	4,795.00
	AEI_0358287	I19-008867	19-002220	12/31/2019	3	Trees for Ponds - per proposal dated 10.2.19	031-6007-443500	\$	1,003.00
[VENDOR] 7343 : ADVANCE AUTO PARTS	2543-515443	I19-008794	19-000057	12/26/2019	1	Filter	010-5006-461800	\$	23.79
	2543-515451	I19-008795	19-000057	12/26/2019	1	Brake hardware	010-5006-461800	\$	5.19
	2543-515473	I19-008796	19-000057	12/26/2019	1	Trailer connector	010-5006-461800	\$	14.24
[VENDOR] 4759 : AFLAC	12/27/2019	I19-008759		12/27/2019	1	Village of Orland Park Group# D8052 Premium Due 1.01.2020	010-0000-210129	\$	1,179.20
[VENDOR] 2973 : AIR ONE EQUIPMENT, INC.	150921	I19-008876	19-002288	12/31/2019	1	MSA V-FIT HARNESS, STANDARD 10194897	031-6002-464700	\$	259.00
	150921	I19-008876	19-002288	12/31/2019	2	MSA V-FIT HARNESS, EXTRA LARGE 10194898	031-6002-464700	\$	259.00
	150921	I19-008876	19-002288	12/31/2019	3	MSA V-FIT HARNESS, SUPER EXTRA LARGE 10194899	031-6002-464700	\$	259.00
	150921	I19-008876	19-002288	12/31/2019	4	MSA WORKMAN LITE TWIN-LEG WEB LANYARD 10155584	031-6002-464700	\$	330.00
	150921	I19-008876	19-002288	12/31/2019	5	Shipping	031-6002-464700	\$	12.01
[VENDOR] 14871 : AIRD	3333333	I19-008479		12/11/2019	1	1st Place Regular Season and Tournament Womens Volleyball Fall 2019	283-4007-490430	\$	150.00
[VENDOR] 1644 : ALTORFER INDUSTRIES	C2330501	I19-008763	19-002443	12/23/2019	1	Brewfest light tower rental	010-9450-444500	\$	700.00
[VENDOR] 11571 : AMALGAMATED BANK OF CHICAGO	1855048000	I19-008817	19-002448	12/26/2019	1	Annual Administrative Fees -12.1.19 - 11.30.20	424-0000-484450	\$	475.00
[VENDOR] 12172 : AMERICAN OUTFITTERS, LTD.	291799	I19-008587	19-002253	12/13/2019	1	Kids Turkey Trot t-shirts per quote 291799	283-4007-490410	\$	950.50
[VENDOR] 8603 : AMERIGAS - PLAINFIELD	3099196868	I19-008618	19-000261	12/17/2019	1	Liquid Propane Gas for Ice resurfacer at Ice Rink	283-4003-462100	\$	352.72
[VENDOR] 7874 : AMPEST EXTERMINATING & WILDLIFE CONTROL	75421	I19-008658	19-000194	12/18/2019	1	Pest control - Cent. Park pool concession stand	010-1700-432910	\$	75.00
	75422	I19-008659	19-000194	12/18/2019	1	Pest control - Splx	010-1700-432910	\$	225.00
[VENDOR] 8231 : APPLE CHEVROLET	334971	I19-008646	19-000052	12/18/2019	1	Heater hose parts	010-5006-461800	\$	79.32
[VENDOR] 14846 : ARAMARK UNIFORM SERVICES	2082302402	I19-008702	19-000640	12/19/2019	1	Shop towel service for V&E	010-5006-442700	\$	48.40

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 13229 : ARTISTIC ENGRAVING	14711	I19-008727	19-002365	12/20/2019	1	Baton with white braid mounted on desk mount - Sgt. Charles Barth, invoice 14711	010-7002-460290	\$ 135.00
[VENDOR] 1376 : AT & T	Z99-2427	I19-008865		12/31/2019	1	11/17-12/16/19	010-0000-441100	\$ 64.07
[VENDOR] 12551 : AUSTIN TYLER CONSTRUCTION, INC.	5	I19-008708	19-001408	12/19/2019	1	2019 Road Improvement Program - Phase 2 - 11/3-11/16/19	054-0000-471250	\$ 449,174.07
	6	I19-008734	19-001191	12/20/2019	1	2019 Road Improvement Program - 11/3-11/16/19	054-0000-471250	\$ 29,675.44
	3	I19-008779	19-001978	12/23/2019	1	Fernway Subdivision Roadway Improvements - 11/3-11/16/19	054-0000-471250	\$ 216,836.00
	3	I19-008779	19-001978	12/23/2019	2	Fernway Subdivision Ditch Grading Improvements - 11/3-11/16/19	031-6007-470500	\$ 12,019.50
	3	I19-008779	19-001978	12/23/2019	3	Wlodarski Park Parking Lot Improvements - 11/3-11/16/19	023-0000-470700	\$ 22,186.00
[VENDOR] 13485 : BARTUZI	230	I19-008439	19-002239	12/10/2019	1	Beacon Avenue - Remove and dispose of existing pavers and replace with topsoil and sod	054-0000-443300	\$ 7,779.80
[VENDOR] 12725 : BAXTER & WOODMAN, INC.	0209684	I19-008503	18-002065	12/12/2019	1	Phase III Construction Engineering services for Fernway Roadway Improvements (170th St., 170th Pl.) - 9/15-11/9/19 - FINAL	054-0000-471250	\$ 190.65
	0209684	I19-008503	18-002065	12/12/2019	2	Phase III Construction Engineering services for Fernway Stormwater Improvements (170th St., 170th Pl.) - 9/15-11/9/19 - FINAL	031-6007-470500	\$ 274.35
	0209685	I19-008514	19-001192	12/12/2019	1	Consulting engineering services (phase 3-construction oversight) for roadway rehabilitation and reconstruction projects - 10/13-11/9/19	054-0000-471250	\$ 27,173.35
[VENDOR] 2130 : BELSON OUTDOORS, INC.	180979	I19-008622	19-002237	12/17/2019	1	Park Chief ADA Table, Recycled Plastic - Gray per quote WQ 262345	283-4003-460180	\$ 919.00
	180979	I19-008622	19-002237	12/17/2019	2	Park Master Table, Galvanized Frame, 6' Recycled Plastic - Gray - per quote WQ 262345	283-4003-460180	\$ 4,185.00
	180979	I19-008622	19-002237	12/17/2019	3	Shipping	283-4003-460180	\$ 469.30
[VENDOR] 3333333.2799 : BEN VAN PROOYEN	12-23-19	I19-008783		12/23/2019	1	Refund iPhone 8 plus purchase at police auction. Phone inoperable/unable to be activated	010-0000-371320	\$ 540.00
[VENDOR] 12706 : BI RENTAL INC	95171-1	I19-008697	19-000256	12/19/2019	1	Chainsaw sharpening	283-4003-443200	\$ 285.70
[VENDOR] 14363 : BLACK AND WHITE MUSIC SERVICES, INC.	33	I19-008935	19-000026	12/31/2019	1	Contracted Guitar Instructor - November	283-4002-490200	\$ 528.00
[VENDOR] 6605 : BLUE CROSS BLUE SHIELD OF ILLINOIS	11/19/19	I19-008654	19-000391	12/18/2019	1	Monthly Health Claims - Employees - November	092-0000-453000	\$ 294,957.88
	11/19/19	I19-008654	19-000391	12/18/2019	2	Monthly Health Claims - Retirees - November	060-0000-453000	\$ 139,130.09
[VENDOR] 13657 : BMO HARRIS BANK N.A.	12/27/2019	I19-008754		12/27/2019	1	Flexible Spending 12.27.2019 Transfer Confirmation	010-0000-210107	\$ 2,313.95
[VENDOR] 5601 : BROIDA AND NICHELE, LTD	287	I19-008677	19-002409	12/19/2019	1	New officer orientation/legal research	010-8000-432100	\$ 632.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number		Amount
						meeting, invoice 5-90010M			
[VENDOR] 6252 : CARDINAL SPECIALTIES, INC.	23783	I19-008663	19-002204	12/18/2019	1	Nike - 3xl / Dark Grey/Volt w/Logo #632418 - All shirts for Breunig	283-4003-460190	\$	66.25
	23783	I19-008663	19-002204	12/18/2019	2	Nike -3xl / Aero Blue/Dark Grey w/logo-#632418	283-4003-460190	\$	66.25
	23783	I19-008663	19-002204	12/18/2019	3	Nike - 3xl/Black/Cool Grey w/logo #527807	283-4003-460190	\$	72.75
	23783	I19-008663	19-002204	12/18/2019	4	Nike 3xl/Navy/Signal Blue w/logo #527807	283-4003-460190	\$	72.75
	23783	I19-008663	19-002204	12/18/2019	5	Nike 3xl/Black/Varsity Red w/logo #354060	283-4003-460190	\$	82.50
	23783	I19-008663	19-002204	12/18/2019	6	Nike 3xl/Game Royal/Black/White w/logo #578673	283-4003-460190	\$	82.50
	23783	I19-008663	19-002204	12/18/2019	7	Shipping	283-4003-460190	\$	30.00
[VENDOR] 8733 : CASE LOTS	1025	I19-008800	19-002339	12/26/2019	1	Folgers Regular Coffee Packets	283-4007-460150	\$	90.00
	1025	I19-008800	19-002339	12/26/2019	2	Folgers Decaf Coffee packets	283-4007-460150	\$	50.80
	1025	I19-008800	19-002339	12/26/2019	3	Domino Coffee Creamer (canisters)	283-4007-460150	\$	35.50
	1025	I19-008800	19-002339	12/26/2019	4	Gogo 8oz. Hot Cups	283-4007-460150	\$	119.70
[VENDOR] 2830 : CDW GOVERNMENT LLC	VSZ0133	I19-008506	19-002271	12/12/2019	1	5053042-Adobe Creative Cloud for Teams-All Apps-Team Licensing Subscription Renewal MFG Part#: 65291078BC01A12 UNSPSC# 43232102 Electronic Distribution-NO MEDIA Contract: Market CDW#: 5053042	010-1600-442850	\$	7,584.16
[VENDOR] 1249 : CED	5025-528286	I19-008769	19-000379	12/23/2019	1	Street lights supplies - Fuse holders	010-5002-461400	\$	797.50
	5025-528157	I19-008770	19-000379	12/23/2019	1	Street lights supplies - MH Ignitors	010-5002-461400	\$	173.17
	5028-528289	I19-008771	19-000379	12/23/2019	1	Street lights supplies	010-5002-461400	\$	2,416.86
[VENDOR] 12635 : CHICAGO PARTS & SOUND	1-0116069	I19-008636	19-000113	12/18/2019	1	Brake pads/Rotors/Oil filters	010-5006-461800	\$	322.51
	1-0113896	I19-008662	19-000113	12/18/2019	1	Wheel hub	010-5006-461800	\$	145.27
	1-0116914	I19-008799	19-000113	12/26/2019	1	Filters	010-5006-461800	\$	56.58
	1-0116914	I19-008799	19-000113	12/26/2019	2	Oil	010-5006-462200	\$	52.08
	1-0117883	I19-008870	19-000113	12/31/2019	1	Trans. fluid	010-5006-462200	\$	52.08
	1-0117827	I19-008871	19-000113	12/31/2019	1	5 halogen headlight bulbs/Oil filters	010-5006-461800	\$	105.11
	1-0119238	I19-008900	19-000113	12/31/2019	1	Oil filter	010-5006-461800	\$	4.30
[VENDOR] 1143 : CHICAGO SOUTHLAND CHAMBER OF COMMERCE	21129	I20-000004	20-000031	01/03/2020	1	2019-2020 Chicago Southland Chamber of Commerce Dues - 12/01/19-11/30/20	010-1500-429200	\$	700.00
[VENDOR] 13566 : CHICAGO TRIBUNE MEDIA GROUP	013147381000	I19-008690	19-002218	12/19/2019	1	PHN for Joint Review Board relating to the Triangle TIF District to run in the Daily Southtown on 11/04/19	010-8000-442300	\$	62.37
	013147381000	I19-008691	19-002354	12/19/2019	1	PHN for Land Development Code Updates to run in the Daily Southtown on 11/17/19	010-8000-442300	\$	86.14
[VENDOR] 4679 : CHRISTOPHER B. BURKE ENGINEERING, LTD.	154585	I19-008404	19-000347	12/10/2019	1	Development Services Engineering - 9/29-10/26/19	010-2004-432500	\$	6,500.00
	154585	I19-008404	19-000347	12/10/2019	2	Public Works Engineering - 9/29-10/26/19	031-6001-432500	\$	833.33
	154585	I19-008404	19-000347	12/10/2019	3	Public Works Engineering - 9/29-10/26/19	031-6007-432500	\$	1,166.67
	154585	I19-008404	19-000347	12/10/2019	4	Stormwater Project Management - 9/29-10/26/19	031-6007-432500	\$	9,600.00
	154592	I19-008405	19-000647	12/10/2019	1	Engineering and Permitting for Municipal Basin Hydraulic Analysis - 9/29-10/26/19	031-6007-470500	\$	1,058.39

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	154591	I19-008418	19-000850	12/10/2019	1	2019 Fernway Subdivision Roadway Improvements - 9/29-10/26/19	054-0000-471250	\$ 531.30
	154591	I19-008418	19-000850	12/10/2019	2	2019 Fernway Subdivision Drainage Improvements - 9/29-10/26/19	031-6007-470500	\$ 434.70
	154595	I19-008419	19-001884	12/10/2019	1	Phase III Construction Engineering services for Fernway Roadway Improvements (166th St., 166th Pl., Robinhood Drive) - 9/29-10/26/19	054-0000-471250	\$ 4,475.63
	154595	I19-008419	19-001884	12/10/2019	2	Phase III Construction Engineering services for Fernway Stormwater Improvements (166th St., 166th Pl., Robinhood Dr.) - 9/29-10/26/19	031-6007-470500	\$ 3,661.87
	154590	I19-008428		12/10/2019	1	R372 - Verizon-179th Street & Metra SC - 9/29-10/26/19	010-0000-322800	\$ 934.25
[VENDOR] 14568 : CHRISTY WEBBER & CO.	72053	I19-008815	19-000416	12/26/2019	1	Medians/R.O.W landscape maintenance - November	054-0000-443300	\$ 15,028.58
	72053	I19-008815	19-000416	12/26/2019	2	Metra Stations Median/R.O.W. landscape maintenance - Nov.	026-0000-443500	\$ 3,006.58
	72053	I19-008815	19-000416	12/26/2019	3	Triangle median/R.O.W. Landscape maintenance - Nov.	282-0000-443500	\$ 1,081.83
	72053	I19-008815	19-000416	12/26/2019	4	Village Bldgs. Landscape Maintenance (Cultural Center, Veterans Center (GBC), PD, VH Complex, OPHFC, SPLX, CPAC) - Nov.	010-1900-443500	\$ 5,198.75
[VENDOR] 11647 : CLEANING SPECIALISTS, INC.	3480	I19-008696	19-000036	12/19/2019	1	Body Transport - 17273 Highwood Dr	010-7002-442930	\$ 250.00
	3492	I19-008823	19-000036	12/26/2019	1	Clean & disinfect Squad #23 - 11/26/19	010-7002-442930	\$ 150.00
[VENDOR] 9754 : CONCENTRIC INTEGRATION, LLC	0209688	I19-008911	19-001860	12/31/2019	1	SCADA Server Upgrades - 72% complete	031-6001-443610	\$ 45,009.20
[VENDOR] 12889 : CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INC.	6587	I19-008869	19-001325	12/31/2019	1	Asphalt and concrete material testing for road improvement projects - 11/6/19	054-0000-471250	\$ 830.00
[VENDOR] 1898 : CORE & MAIN LP	L562901	I19-008628	19-000535	12/18/2019	1	Smart Point Transmitters	031-6002-464300	\$ 10,100.00
	L562910	I19-008632	19-000535	12/18/2019	1	Smart Point Transmitters	031-6002-464300	\$ 6,800.00
[VENDOR] 10213 : CURRIE MOTORS	H12949/H12927	I19-008592	19-001104	12/13/2019	1	2019 Ford F450 XL 4x2 reg cab 145" WB DRW with aftermarket equipment as per 04/08/2019 proposal	010-5006-470200	\$ 143,724.00
	120285	I19-008638	19-000114	12/18/2019	1	Module - Fuel pump driver	010-5006-461800	\$ 46.45
	120352	I19-008641	19-000114	12/18/2019	1	Seat track assy	010-5006-461800	\$ 895.16
	120364	I19-008642	19-000114	12/18/2019	1	License plate lamps	010-5006-461800	\$ 28.58
	118874	I19-008861	19-000114	12/31/2019	1	Housing/Plug/bezel	010-5006-461800	\$ 60.65
	118911	I19-008862	19-000114	12/31/2019	1	Pipe	010-5006-461800	\$ 198.36
[VENDOR] 10809 : DAY ROBERT & MORRISON, P.C.	30947	I19-008924	19-002454	12/31/2019	1	Services rendered for August 2019 in reference to file # 18-11-2252, Orland Park RDA. Invoice number 30947	282-0000-432800	\$ 559.00
	31009	I19-008925	19-002454	12/31/2019	1	Services rendered for September 2019 in reference to file # 18-11-2252, Orland Park RDA. Invoice numbers 31009	282-0000-432800	\$ 550.00
	31069	I19-008926	19-002454	12/31/2019	1	Services rendered for October 2019 in reference to file # 18-11-2252, Orland Park RDA. Invoice number 31069	282-0000-432800	\$ 430.00
[VENDOR] 2095 : DELTA DENTAL PLAN OF ILLINOIS	1298255	I19-008661	19-000312	12/18/2019	1	Active Employees - November	092-0000-453400	\$ 12,183.53

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	1298255	I19-008661	19-000312	12/18/2019	2	Retirees - Municipal - November	092-0000-453400	\$ 736.09
	1298255	I19-008661	19-000312	12/18/2019	3	Retirees - VRIP - November	092-0000-453400	\$ 656.29
	1298255	I19-008661	19-000312	12/18/2019	4	Retirees - Sworn Police - November	092-0000-453400	\$ 1,240.24
	1298255	I19-008661	19-000312	12/18/2019	5	Cobra - November	092-0000-453400	\$ 364.17
[VENDOR] 3333333.2802 : DONNA NORTON	12-27-19	I19-008852		12/27/2019	1	Refund for iPhone 7 purchased at police auction. Phone inoperable/unable to activate	010-0000-371320	\$ 270.00
[VENDOR] 14701 : ECOGARDENS, LLC	1623	I19-008694	18-002093	12/19/2019	1	Subject Matter Expert for RFP 18-038 Village Hall Green Roof Project	010-0000-223100	\$ 500.00
[VENDOR] 1243 : EDWARD ELECTRIC CO.	12003	I19-008841	19-000984	12/27/2019	1	Directional boring to restore feed to pole at 86th Ave. per quote 4/22/2019	010-5002-443700	\$ 2,875.00
[VENDOR] 11147 : EIS/ELEVATOR INSPECTION SERVICES, INC	88982	I19-008875	19-000086	12/31/2019	1	Elevator Inspection Services - 10/25/19-Von Maur	010-2002-432930	\$ 320.00
[VENDOR] 11754 : ELEMENT GRAPHICS AND DESIGN	15392	I19-008772	19-002437	12/23/2019	1	Striping and Lettering for New Police Unit - (#1420, VIN GA71340). Invoice #15392	010-7002-443200	\$ 593.06
	15392	I19-008772	19-002437	12/23/2019	2	Installation Fee	010-7002-443200	\$ 300.00
	15392	I19-008772	19-002437	12/23/2019	3	Multiple Vehicle Discount 10%	010-7002-443200	\$ -89.31
	15530	I19-008773	19-002437	12/23/2019	1	Striping and Lettering for New Police Unit - (#1414, VIN #GA71339) - Invoice #15530	010-7002-443200	\$ 593.06
	15530	I19-008773	19-002437	12/23/2019	2	Installation Fee	010-7002-443200	\$ 300.00
	15530	I19-008773	19-002437	12/23/2019	3	Multiple Vehicle Discount 10%	010-7002-443200	\$ -89.31
	15549	I19-008774	19-002437	12/23/2019	1	Striping and Lettering for New Police Unit - (#1456, VIN #GA71336). Invoice #15549	010-7002-443200	\$ 593.06
	15549	I19-008774	19-002437	12/23/2019	2	Installation Fee	010-7002-443200	\$ 300.00
	15549	I19-008774	19-002437	12/23/2019	3	Multiple Vehicle Discount 10%	010-7002-443200	\$ -89.31
	15610	I19-008775	19-002437	12/23/2019	1	Striping and Lettering for New Police Unit - (#1408, VIN #GA71338). Invoice #15610	010-7002-443200	\$ 593.06
	15610	I19-008775	19-002437	12/23/2019	2	Installation Fee	010-7002-443200	\$ 300.00
	15610	I19-008775	19-002437	12/23/2019	3	Multiple Vehicle Discount 10%	010-7002-443200	\$ -89.31
	15533	I19-008801	19-002382	12/26/2019	1	Striping and Lettering for New Ford Explorer Police Unit #1419, VIN 1FM5K8AB2LGA71335, Invoice #15533	010-7002-443200	\$ 593.06
	15533	I19-008801	19-002382	12/26/2019	2	Installation Fee	010-7002-443200	\$ 300.00
	15533	I19-008801	19-002382	12/26/2019	3	Multiple Vehicle Discount 10%	010-7002-443200	\$ -89.31
[VENDOR] 8888888.1388 : ELZBIETA URBAS	112219pppp	I19-008226		12/16/2019	1	Credit Rec Refund	283-0000-204000	\$ 51.00
[VENDOR] 11697 : ENTERTAINMENT INDUSTRIES LLC	12/01/19	I19-008483	19-002375	12/12/2019	1	Holiday Fest DJ	010-9450-442450	\$ 500.00
[VENDOR] 14849 : ETERNALLY GREEN LAWN CARE, INC.	11/11/19	I19-008509	19-000703	12/12/2019	1	Fertilization & Weed Control for Parks - Site 2 - 3rd app	283-4003-443500	\$ 22,173.00
	11/11/19	I19-008509	19-000703	12/12/2019	2	Fertilization & Weed Control for ROW & Medians - Site 2 - 3rd app	054-0000-443300	\$ 878.00
	11/11/19	I19-008509	19-000703	12/12/2019	3	Fertilization & Weed Control for Village Buildings - Site 2 - 3rd app	010-1900-443500	\$ 319.00
	11/11/19	I19-008511	19-000703	12/12/2019	1	Fertilization & Weed Control for Parks - Site 3 - 3rd app	283-4003-443500	\$ 880.00
	11/11/19	I19-008511	19-000703	12/12/2019	2	Fertilization & Weed Control for ROW & Medians - Site 3 - 3rd app	054-0000-443300	\$ 2,494.92

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	11/11/19	I19-008936	19-000703	12/31/2019	1	Fertilization & Weed Control for Ponds - Site 2 - 3rd app	031-6007-443500	\$ 1,088.00
	11/11/19	I19-008937	19-000703	12/31/2019	1	Fertilization & Weed Control for Ponds - Site 3 - 3rd app	031-6007-443500	\$ 10,211.34
[VENDOR] 1265 : EWERT, INC.	215638	I19-008798	19-000198	12/26/2019	1	Dogging key - BM	010-1700-461300	\$ 40.05
[VENDOR] 13507 : EXPERT PAY	12/27/2019	I19-008752		12/27/2019	1	ExpertPay 12.27.2019 EE Support Payments	010-0000-210110	\$ 8,558.92
[VENDOR] 11832 : EYEMED VISION CARE	164116072	I19-008683	19-000252	12/19/2019	1	Active Employees - December	092-0000-453300	\$ 2,608.46
	164116072	I19-008683	19-000252	12/19/2019	2	Retirees Municipal - Dec.	092-0000-453300	\$ 164.88
	164116072	I19-008683	19-000252	12/19/2019	3	Retirees VRIP - Dec.	092-0000-453300	\$ 95.28
	164116072	I19-008683	19-000252	12/19/2019	4	Retirees Sworn Police - Dec.	092-0000-453300	\$ 345.46
	164116072	I19-008683	19-000252	12/19/2019	5	Cobra - Dec.	092-0000-453300	\$ 34.07
[VENDOR] 1274 : FEDEX	6-851-62393	I19-008904		12/31/2019	1	Shipping to Chapman & Cutler - 11/19/19	031-1400-441600	\$ 19.63
	6-851-62393	I19-008904		12/31/2019	2	Shipping to Chapman & Cutler - 11/19/19	054-0000-484990	\$ 19.63
[VENDOR] 1100 : G.W. BERKHEIMER CO., INC.	569747	I19-008634	19-000202	12/18/2019	1	Mtg ring set/Coupling - Building Maintenance	010-1700-461700	\$ 79.47
[VENDOR] 5744 : GATEWAY BUSINESS SYSTEMS, INC.	990164	I19-008627	19-000584	12/18/2019	1	Copier Maintenance - Konica Minolta Finance South (#18181) - November	031-1400-443600	\$ 23.53
[VENDOR] 15027 : GOVTEMPS USA, LLC	2914918	I19-008629	19-002037	12/18/2019	1	Temporary HR Staffing through 11/17/19 (2 weeks)	010-1100-432800	\$ 3,668.00
	2924378	I19-008903	19-002037	12/31/2019	1	Temporary HR Staffing through 12/1/19 (2 weeks)	010-1100-432800	\$ 2,800.00
[VENDOR] 1323 : GRAINGER, INC.	S006470941.001	I19-008846	19-000203	12/27/2019	1	Credit for Steiner invoice paid to Grainger	010-1700-461200	\$ -440.94
	9374107523	I19-008897	19-002360	12/31/2019	1	PDI Sani-Hand Wipes - #9AM02	283-4007-464700	\$ 46.75
[VENDOR] 1334 : GREELEY AND HANSEN LLP	INV-0000609517	I19-008884	18-001249	12/31/2019	1	Engineering Services for Main Pump Station Motor Control Center Replacement through 11/29/19	031-6002-432500	\$ 8,000.00
[VENDOR] 2504 : GUARDIAN PEST CONTROL, INC.	331250	I19-008916	19-002455	12/31/2019	1	Nuisance Abatement (Beavers) - Colette Highlands Pond	031-6007-432910	\$ 350.00
	333018	I19-008917	19-002455	12/31/2019	1	Nuisance Abatement (Beavers) - Will-Cook & Ruggles Ct	031-6007-432910	\$ 350.00
	333020	I19-008918	19-002455	12/31/2019	1	Nuisance Abatement (Beavers) - Lake Sedgewick	031-6007-432910	\$ 350.00
	333126	I19-008919	19-002455	12/31/2019	1	Nuisance Abatement (Beavers) - Lake Sedgewick	031-6007-432910	\$ 350.00
	333128	I19-008920	19-002455	12/31/2019	1	Nuisance Abatement (Beavers) - Colette Highlands Pond	031-6007-432910	\$ 350.00
	333241	I19-008921	19-002455	12/31/2019	1	Nuisance Abatement (Beavers) - Will-Cook & Ruggles Ct	031-6007-432910	\$ 350.00
	333609	I19-008922	19-002455	12/31/2019	1	Nuisance Abatement (Beavers) - Will-Cook & Ruggles Ct	031-6007-432910	\$ 350.00
	333786	I19-008923	19-002455	12/31/2019	1	Nuisance Abatement (Beavers) - Will-Cook & Ruggles Ct	031-6007-432910	\$ 350.00
[VENDOR] 8888888.1385 : HANADA SWEIS	112219mmmm	I19-008223		12/16/2019	1	Credit Rec Refund	283-0000-204000	\$ 65.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 11703 : HARRIS COMPUTER SYSTEMS	CT1434608	I19-008604	19-002246	12/16/2019	1	Training - Innoprise Financials Workflow - Fumero	010-1400-429100	\$ 975.00
[VENDOR] 13274 : HEWLETT-PACKARD FINANCIAL SERVICES CO.	303802453	I19-008623	19-000004	12/17/2019	1	MFP Lease #524548520200003 - Xerox 7855 SPLX - 11/19-12/18/19	283-4007-444700	\$ 252.81
[VENDOR] 14513 : HEY AND ASSOCIATES, INC.	17-0346-10907	I19-008776	19-000537	12/23/2019	1	Plan Review and Landscape Architect Services - September	010-2003-432800	\$ 5,457.54
	19-0240-11001	I19-008838	19-002169	12/27/2019	1	Professional Consulting Services for RFP Preparations per proposal # 19-0240 B - 10/1-10/31/19	283-4003-432800	\$ 406.00
[VENDOR] 9011 : HORTON INSURANCE AGENCY, INC.	56888	I19-008842	19-000254	12/27/2019	1	Virgin Pulse Program - October rewards	092-0000-453700	\$ 3,925.00
	57779	I20-000005	20-000019	01/03/2020	1	Horton Agency Fee - Property/Liability	092-0000-432800	\$ 44,500.00
[VENDOR] 9692 : HR GREEN, INC.	131050	I19-008507	19-001232	12/12/2019	1	Phase one design engineering - 94th Avenue (151st Street to 159th Street) - 9/14-10/18/19	054-0000-471250	\$ 3,221.75
[VENDOR] 3428 : IACP NET/LOGIN, INC.	0078660	I20-000006	20-000035	01/03/2020	1	IACP Net Login dues 01-1-20 to 12-31-20, invoice 0078660	010-1600-442850	\$ 1,225.00
[VENDOR] 7884 : ICMA	288871	I19-008913	19-002451	12/31/2019	1	AVM Summers & Ahmad Zayyad - Fee to attend an event while at the ICMA Annual Conference. Invoice #288871	010-1100-429400	\$ 90.00
[VENDOR] 8393 : ILLINOIS AMERICAN WATER	1025-220004573984	I19-008866	19-000487	12/31/2019	1	Sewer Charges for 341 homes in Fernway Subdivision - November	031-1400-441500	\$ 8,483.24
[VENDOR] 3925 : ILLINOIS DEPARTMENT OF REVENUE	12/27/2019	I19-008755		12/27/2019	1	State Tax Withholdings - 12.27.19 BWPR	010-0000-215101	\$ 44,861.09
[VENDOR] 1398 : ILLINOIS MUNICIPAL RETIREMENT FUND	12/17/2019	I19-008624		12/19/2019	1	IMRF Payment 12.19.2019 Village owes. Regarding J Palermo Wage Adjustment due from June 2009. Add'l IMRF wages and adjustment taken with 11.27.2019 PR but not reported with Nov 2019.	010-0000-130800	\$ 0.00
	12/17/2019	I19-008624		12/19/2019	1	IMRF Payment 12.19.2019 Village owes. Regarding J Palermo Wage Adjustment due from June 2009. Add'l IMRF wages and adjustment taken with 11.27.2019 PR but not reported with Nov 2019.	010-0000-210102	\$ 98.88
	12/17/2019	I19-008624		12/19/2019	1	IMRF Payment 12.19.2019 Village owes. Regarding J Palermo Wage Adjustment due from June 2009. Add'l IMRF wages and adjustment taken with 11.27.2019 PR but not reported with Nov 2019.	010-0000-210124	\$ 0.00
	12/27/2019	I19-008829		12/31/2019	1	IMRF Payment December 2019 Village & Library EE & ER Contributions	010-0000-130800	\$ 26,096.24
	12/27/2019	I19-008829		12/31/2019	1	IMRF Payment December 2019 Village & Library EE & ER Contributions	010-0000-210102	\$ 167,620.34
	12/27/2019	I19-008829		12/31/2019	1	IMRF Payment December 2019 Village & Library EE & ER Contributions	010-0000-210124	\$ 22,678.98
[VENDOR] 14745 : ILLINOIS PARK DISTRICT DRILL CONFERENCE	10/02/19	I20-000002	19-002052	01/02/2020	1	Dance dues for the 2019-2020 IPDDC Dance Competition.	283-4002-490990	\$ 40.00
[VENDOR] 1395 : ILLINOIS STATE POLICE	11/30/19	I19-008764	19-000173	12/23/2019	1	Criminal Conviction Verifications - November	010-1100-429520	\$ 90.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 1392 : IMPACT NETWORKING, LLC	1631204	I19-008881	19-002316	12/31/2019	1	8.5x11" 20# High Tech White 92 Bright (5M/CTN) HT01	010-2001-460100	\$ 125.96
[VENDOR] 2552 : INGALLS OCCUPATIONAL HEALTH	284963	I19-008931	19-000045	12/31/2019	1	Pre-Employment Exams	010-1100-429510	\$ 130.00
[VENDOR] 15096 : IRVIN TRACTOR RENTAL, SALES AND SERVICE, INC.	14793	I19-008896	19-002393	12/31/2019	1	Hauling and tilt drift repairs to loader 5101	010-5006-443200	\$ 3,665.12
[VENDOR] 15033 : ITOUCH BIOMETRICS, LLC	3860	I19-008655	19-002151	12/18/2019	1	iTouch Accurate - ID Windows 10 tablet, FBI Certified portable handheld windows 10 table and iTouch Accurate-ID Software, per quote 10-08-19	010-7002-460180	\$ 6,500.00
	3860	I19-008655	19-002151	12/18/2019	2	Law Enforcement Printer - FBI Certified Lexmark MS821dn Printer (duplex) with Universal tray and iTouch Accurate-ID FBI certified print client software, 1st year cover by hardware manufacturer.	010-7002-460180	\$ 1,800.00
	3860	I19-008655	19-002151	12/18/2019	3	on-site installation, certification and training	010-7002-460180	\$ 200.00
[VENDOR] 2836 : JAMES J. ROCHE & ASSOCIATES	582	I19-008777	19-001803	12/23/2019	1	Labor & Employment Legal Counsel for IBEW & IUOE contracts - 11/5-12/2/19	010-0000-432100	\$ 9,000.00
[VENDOR] 7536 : JMD SOX OUTLET, INC.	312117	I19-008371	19-000293	12/06/2019	1	Uniforms - Matt Solner	283-4003-460190	\$ 247.46
	314761	I19-008651	19-000293	12/18/2019	1	Uniforms - Scott Hiland	283-4003-460190	\$ 26.57
	314541	I19-008840	19-000293	12/27/2019	1	Uniforms - Andy Haar	283-4003-460190	\$ 699.95
	315669	I19-008907	19-000832	12/31/2019	1	Uniforms-Mike Mazza	283-4003-460190	\$ 36.67
[VENDOR] 3333333.2801 : JOEL AYAMOLOWO	12272019	I19-008848		12/27/2019	1	Ayamolowo 12/21/2019 \$300 Security Deposit Refund	021-0000-373900	\$ 300.00
[VENDOR] 3333333.2792 : JOSIE M DUMAS-MARSHALL	12-16-19	I19-008607		12/17/2019	1	Overpayment on citation C358626	010-0000-372250	\$ 50.00
[VENDOR] 8888888.1384 : JULIET SULLIVAN	112219IIII	I19-008222		12/16/2019	1	Credit Rec Refund	283-0000-204000	\$ 140.00
[VENDOR] 13541 : KANTOR	12/19/19	I19-008765	19-000290	12/23/2019	1	Magic classes - 10/28 & 12/17/19	283-4002-490200	\$ 242.00
[VENDOR] 8888888.1383 : KELLY RANK	112219kkkk	I19-008221		12/16/2019	1	Credit Rec Refund	283-0000-204000	\$ 8.34
[VENDOR] 8888888.1389 : KIERA VIZZA-MILLIGAN	112219qqqq	I19-008227		12/16/2019	1	Credit Rec Refund	283-0000-204000	\$ 60.00
[VENDOR] 3333333.2798 : KIMBERLY NAKUTIS	12-23-19	I19-008781		12/23/2019	1	Refund iPhone 8 plus purchase at police auction. Phone inoperable/unable to be activated	010-0000-371320	\$ 380.00
[VENDOR] 1463 : KLEIN, THORPE AND JENKINS LTD.	206610-206620	I19-008640	19-000670	12/18/2019	1	Legal Services - PTAB Appeal Interventions through 10/31/19	010-0000-432100	\$ 155.11
[VENDOR] 13481 : KONE INC.	1157898890	I19-008615	19-002420	12/17/2019	1	Third party inspection fee - Village Hall	010-1700-442910	\$ 370.00
	1157898889	I19-008616	19-002420	12/17/2019	1	Third party inspection fee - Cultural Center	010-1700-442910	\$ 370.00
	1157899868	I19-008617	19-002420	12/17/2019	1	Third party inspection fee - Franklin Loebe Center	010-1700-442910	\$ 370.00
	959421782	I19-008845	19-000586	12/27/2019	1	Monthly elevator maintenance Main Street Triangle Parking garage - December	282-0000-442910	\$ 608.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	959421782	I19-008845	19-000586	12/27/2019	2	Monthly elevator maintenance Sportplex - Dec.	283-4007-442910	\$ 165.68
	959421782	I19-008845	19-000586	12/27/2019	3	Monthly elevator maintenance Orland Park Health and Fitness Center - Dec.	010-1700-442910	\$ 160.00
	959421782	I19-008845	19-000586	12/27/2019	4	Monthly elevator maintenance Cultural Arts Center - Dec.	010-1700-442910	\$ 171.40
	959421782	I19-008845	19-000586	12/27/2019	5	Monthly elevator maintenance Village Hall - Dec.	010-1700-442910	\$ 171.40
	959421782	I19-008845	19-000586	12/27/2019	6	Monthly elevator maintenance Franklin Loebe Center - Dec.	010-1700-442910	\$ 171.40
[VENDOR] 7773 : LIFE FITNESS	6345688	I19-008885	19-002119	12/31/2019	1	Hack squat item #16200-11	283-4007-460180	\$ 3,411.56
	6345688	I19-008885	19-002119	12/31/2019	2	freight	283-4007-460180	\$ 337.68
[VENDOR] 12124 : LOCAL 399 HEALTH & WELFARE TRUST	569029	I19-008660	19-000390	12/18/2019	1	Monthly H&W Plan Administrative Fees - December	092-0000-453800	\$ 28,782.00
[VENDOR] 14725 : LYNETTE MALAK	3591	I19-008927	19-002450	12/31/2019	1	Court reporter fees for arbitration proceedings on 9/17/19 regarding Antkiewicz and VOP. Invoice #3591	010-0000-432100	\$ 225.00
[VENDOR] 1766 : M.E. SIMPSON COMPANY, INC.	34476	I19-008820	19-002033	12/26/2019	1	Large water meter testing - 11/25-11/27/19	031-6002-442750	\$ 2,930.00
[VENDOR] 4622 : MAILFINANCE/A NEOPOST USA CO.	N8050654	I19-008853	19-000120	12/27/2019	1	Folder/Inserter rental - 10/12/19-1/11/20	010-1400-444700	\$ 774.00
[VENDOR] 9294 : MAP AUTOMOTIVE - CHICAGO	40-534547	I19-007909	19-000115	11/20/2019	1	Spreader lamp return. Original inv. 533341	010-5006-461800	\$ -13.54
	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
	40-534386	I19-008283	19-000115	12/03/2019	1	Black silicon	010-5006-461990	\$ 6.94
	40-537532	I19-008647	19-000115	12/18/2019	1	Credit for battery core return. Original inv. 536603	010-5006-461800	\$ -15.00
	40-537882	I19-008648	19-000115	12/18/2019	1	Headlight connector/Bulbs	010-5006-461800	\$ 37.58
	40-538318	I19-008649	19-000115	12/18/2019	1	Headlight bulbs	010-5006-461800	\$ 16.70
	40-537174	I19-008788	19-000115	12/26/2019	1	Gasket	010-5006-461800	\$ 14.49
	40-536877	I19-008789	19-000115	12/26/2019	1	2 Batteries	010-5006-461800	\$ 212.66
	40-537383	I19-008790	19-000115	12/26/2019	1	Battery	010-5006-461800	\$ 100.43
	40-537244	I19-008791	19-000115	12/26/2019	1	Credit for battery core returns. Original invs. 536877 & 536387	010-5006-461800	\$ -27.25
	40-536930	I19-008792	19-000115	12/26/2019	1	PB Blaster	010-5006-462200	\$ 46.90
	40-538670	I19-008899	19-000115	12/31/2019	1	Lift support	010-5006-461800	\$ 38.94
[VENDOR] 3333333.2806 : MARIAM GIRGIS	12-30-19	I19-008856		12/30/2019	1	Refund for iPhone x purchased at police auction. Phone is inoperable/unable to activate	010-0000-371320	\$ 540.00
[VENDOR] 3333333.2804 : MARK SELIM	12-30-19	I19-008855		12/30/2019	1	Refund for iPhone X purchased from police	010-0000-371320	\$ 530.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						action. Phone inoperable/unable to activate		
[VENDOR] 1512 : MARTIN LEASING, INC.	R22159	I19-008901	19-002398	12/31/2019	1	1 day rental R80CR-9A excavator rental	031-6002-444500	\$ 405.00
[VENDOR] 9156 : MASS MUTUAL	12/27/2019	I19-008818		12/27/2019	1	401A Mass Mutual Plan #150164 - Police Supervisors	010-7002-420750	\$ 45,289.79
[VENDOR] 2512 : MEADE, INC.	690556	I19-008819	19-000476	12/26/2019	1	Traffic Signal Maintenance - Orland Park jurisdiction - November	010-5002-443700	\$ 2,067.00
[VENDOR] 6249 : METRO POWER, INC.	12369	I19-008834	19-002287	12/27/2019	1	Transfer Switch - Remove and replace lower block and crossbar. Invoice #12369	031-6002-443200	\$ 933.53
	12347	I19-008835	19-002286	12/27/2019	1	Water pump replacement parts and labor. Invoice #12347	031-6003-443200	\$ 1,065.65
[VENDOR] 6641 : MICHAEL T. HUGUELET	27940	I19-008877	19-002384	12/31/2019	1	Ticket prosecution 11-4-19 to 11-27-19, invoice 27940	010-0000-432100	\$ 3,962.50
[VENDOR] 3333333.2800 : MOHAMED ABDELL ELNATOUR	12-23-19	I19-008784		12/23/2019	1	Refund iPhone 8 plus purchase at police auction. Phone inoperable/unable to be activated	010-0000-371320	\$ 520.00
[VENDOR] 3132 : MOTIVE PARTS CO. - FMP	52-442237	I19-008700	19-000076	12/19/2019	1	Oil	010-5006-462200	\$ 51.40
[VENDOR] 12387 : MUNICIPAL COLLECTIONS OF AMERICA	46199	I19-008843	19-002431	12/27/2019	1	OPWATR November Statement	031-1400-431100	\$ 265.88
	46193	I19-008844	19-002431	12/27/2019	1	OPMUNI November Statement	010-0000-431100	\$ 154.18
[VENDOR] 8888888.1397 : NEELOFAR KHAN	112219ww	I19-008183		12/16/2019	1	Credit Rec Refund	283-0000-204000	\$ 30.00
[VENDOR] 1593 : NEOPOST USA, INC.	12/23/19	I19-008785		12/23/2019	1	Postage	010-0000-150110	\$ 4,000.00
[VENDOR] 10592 : NEXT DAY PLUS	5162501	I19-008894	19-002367	12/31/2019	1	Black toner cartridge for HP LaserJet CP3525n - item # CE250A	010-1100-460100	\$ 109.59
[VENDOR] 8888888.1394 : NOAH WILEY	22166	I19-008608		12/16/2019	1	Rec Refund	283-0000-204000	\$ 488.00
[VENDOR] 13800 : NOVA QUARTER HORSES, INC.	1382	I19-008653	19-000166	12/18/2019	1	Horseback riding lessons - Kwiatkowski	283-4002-490200	\$ 155.00
[VENDOR] 7176 : OAK FOREST PARK DISTRICT	10/18/19	I20-000003	19-002126	01/02/2020	1	2019-2020 Dance Competition fee for the Oak Forest Cupid Classic on Feb. 9.	283-4002-490990	\$ 150.00
[VENDOR] 13884 : ONE UP SIGNS, LLC	2019-14891	I19-008895	19-002015	12/31/2019	1	Turkey Trot sponsors banner - Balance due	283-4002-460140	\$ 234.00
[VENDOR] 1616 : ORLAND PARK AREA CHAMBER OF COMMERCE	2624	I20-000007	20-000032	01/03/2020	1	Orland Park Chamber of Commerce Membership Renewal - Executive	010-1500-429200	\$ 700.00
[VENDOR] 1617 : ORLAND PARK POSTMASTER	1/2/20	I20-000001		01/02/2020	1	Mailing for Marketing of Splex Membership Specials	283-4007-441600	\$ 1,500.00
[VENDOR] 14955 : OTTOSEN BRITZ KELLY COOPER GILBERT & DINOLFO, LTD.	121518	I19-008656	19-001804	12/18/2019	1	Labor & Employment Legal Counsel for MAP & AFSCME contracts - November	010-0000-432100	\$ 4,595.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 14836 : PACE SUBURBAN BUS	566612	I20-000008	20-000028	01/03/2020	1	Monthly service fee - January 2020	010-5003-444500	\$ 100.00
[VENDOR] 13494 : PALOS MEDICAL GROUP, LLC	11/30/19	I19-008824	19-002391	12/26/2019	1	Sworn Personnel physicals, Valentino, S. Kelly, Siewert, Leuver, Weiland, Sekula, Wall, Lee, Catchings, Devries. Duplicate payment applied to cover Catchings and Weiland exams.	010-7002-429500	\$ 2,040.00
[VENDOR] 14069 : PASSPORT LABS, INC.	INV-1008444	I19-008816	19-000474	12/26/2019	1	Monthly mobile pay parking transaction fees - November	026-0000-322940	\$ 2,174.49
[VENDOR] 3333333.2783 : PENNY VAHL-NIEDOBORSKI	121119	I19-008480		12/11/2019	1	Fall 2019 Volleyball Awards	283-4007-490430	\$ 25.00
[VENDOR] 12510 : PETERSON, JOHNSON & MURRAY CHICAGO, LLC	130292	I19-008928	19-002452	12/31/2019	1	MAP159 Orland Park Retiree Health insurance Grievance. Services and costs through: November 30, 2019. Invoice 130292	010-0000-432100	\$ 473.00
[VENDOR] 12386 : PHYSICIANS IMMEDIATE CARE-CHICAGO	4131666	I19-008929	19-000174	12/31/2019	1	Pre-Employment Exam	010-1100-429510	\$ 170.00
	4131666	I19-008929	19-000174	12/31/2019	2	Medical Exams	010-1100-429500	\$ 31.00
[VENDOR] 13491 : PIRUCKI	121119	I19-008481		12/11/2019	1	2019 Fall Volleyball Awards	283-4007-490430	\$ 50.00
[VENDOR] 14794 : POLLARD WATER	0154968	I19-008891	19-002294	12/31/2019	1	PULSE JET DE-ICER LINE THAWER PLUS SHIPPING ITEM NUMBER MPJDXC200	031-6002-460180	\$ 3,140.61
[VENDOR] 9302 : POMP'S TIRE	410732847	I19-008703	19-000067	12/19/2019	1	Tires	010-5006-461890	\$ 174.94
	410733348	I19-008797	19-000067	12/26/2019	1	Tires	010-5006-461890	\$ 582.96
	410734364	I19-008803	19-000067	12/26/2019	1	Tires	010-5006-461890	\$ 280.22
	410733784	I19-008804	19-000067	12/26/2019	1	Tires	010-5006-461890	\$ 511.28
[VENDOR] 12496 : PRECISE MOBILE RESOURCE MANAGEMENT	200-1023543	I19-008611	19-000074	12/17/2019	1	Monthly airtime - CVP - October	010-5003-442850	\$ 15.12
	200-1023543	I19-008611	19-000074	12/17/2019	2	Monthly airtime - Village/Contract snow fighter units - October	010-5006-442850	\$ 422.05
	200-1023543	I19-008611	19-000074	12/17/2019	3	Monthly airtime - Utilities - October	031-6001-442850	\$ 115.23
[VENDOR] 8888888.1390 : RASITA WHITTINGHAM	112219rrrr	I19-008228		12/16/2019	1	Credit Rec Refund	283-0000-204000	\$ 105.27
[VENDOR] 13157 : RENTAL MAX LLC	390680-2	I19-008802	19-002353	12/26/2019	1	Blanket, concrete 6'x25' (returned 11/26)	023-0000-470100	\$ 432.00
[VENDOR] 9999999.334 : RICHARD A GREENDA	121919	I19-008684		12/19/2019	1	Refund-overpayment of water bill 124005	031-0000-229100	\$ 214.85
[VENDOR] 8888888.1395 : RICHARD KLEPPER	2167	I19-008609		12/16/2019	1	Rec Refund	283-0000-204000	\$ 46.45
[VENDOR] 13839 : RJN GROUP, INC.	346705	I19-008637	19-002035	12/18/2019	1	2019 Manhole Rehabilitation Construction Oversight through 11/15/19	031-6003-443800	\$ 6,801.80
	342009	I19-008639	19-000710	12/18/2019	1	2019 Comprehensive Sanitary Sewer System Evaluation through 11/15/19	031-6003-443800	\$ 1,066.82
	343807	I19-008786	19-001310	12/26/2019	1	2019 Professional Engineering Sanitary Sewer Strategic Flow Monitoring through 11/15/19	031-6003-443800	\$ 1,087.50
	346704	I19-008909	19-002035	12/31/2019	1	2019 Manhole Rehabilitation Construction Oversight through 10/18/19	031-6003-443800	\$ 835.96

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number		Amount
	342008	I19-008910	19-000710	12/31/2019	1	2019 Comprehensive Sanitary Sewer System Evaluation through 10/18/19	031-6003-443800	\$	5,151.14
[VENDOR] 3591 : ROBINSON ENGINEERING, LTD.	19110437	I19-008704	19-001997	12/19/2019	1	Interim staffing services - Dev Svcs through 10/31/19	010-2001-432800	\$	17,851.00
[VENDOR] 14939 : SCHAEFGES BROTHERS, INC.	2968	I19-008778	19-001534	12/23/2019	1	Centennial Park Aquatic Center Activity Pool Gutter Repairs through 10/30/19. Balance of invoice entered as I19-8523	283-4005-443150	\$	50,051.59
	2991	I19-008863	19-001534	12/31/2019	1	Centennial Park Aquatic Center Activity Pool Gutter Repairs through 11/30/19. FINAL	283-4005-443150	\$	5,714.00
[VENDOR] 14269 : SEMMER LANDSCAPE LLC	12762	I19-008814	19-000393	12/26/2019	1	Mowing of Village Parks - November	283-4003-443510	\$	10,817.85
	12762	I19-008814	19-000393	12/26/2019	2	Mowing at Village ponds - Nov.	031-6007-443510	\$	5,163.71
	12762	I19-008814	19-000393	12/26/2019	3	Mowing at Village buildings - Nov.	010-1900-443510	\$	847.90
	12762	I19-008814	19-000393	12/26/2019	4	Mowing at Metra stations - Nov.	026-0000-443510	\$	491.48
	12762	I19-008814	19-000393	12/26/2019	5	Mowing at Metra Triangle pond and parking deck site - Nov.	282-0000-443510	\$	22.35
	12762	I19-008814	19-000393	12/26/2019	6	Mowing of Village Properties (ROW) - Nov.	010-5002-443510	\$	1,699.73
[VENDOR] 13345 : SENSYS GATSO GROUP	2019-2070	I19-008809		12/26/2019	1	Paid citations - 10/26-11/25/19	010-0000-372300	\$	3,852.00
	2019-2041	I19-008812		12/26/2019	1	Paid citations - MCOA Collections - October 2019	010-0000-372300	\$	324.00
	2019-2102	I19-008822		12/26/2019	1	Paid Citations - MCOA Collections - November 2019	010-0000-372300	\$	180.00
[VENDOR] 6070 : SENTINEL TECHNOLOGIES, INC.	P647273	I19-008832	19-000479	12/26/2019	1	Switching and Security Refresh Project Hardware and Software	010-1600-460110	\$	14,148.95
	P647273	I19-008832	19-000479	12/26/2019	2	Professional Services Per Project Specifications	010-1600-432800	\$	821.59
[VENDOR] 3037 : SERVICE SANITATION, INC.	7675780	I19-008847	19-002116	12/27/2019	1	2 Standard Units. Deliver on 11/27/19 by 12pm;pick-up 11/29 - 12/2 Contact for placement: Beau Breunig: 708.476-0480	283-4002-444550	\$	114.00
	7675780	I19-008847	19-002116	12/27/2019	2	1 ADA Unit. Deliver on 11/27/19 by 12pm;pick-up 11/29 - 12/2 Contact for placement: Beau Breunig: 708.476-0480	283-4002-444550	\$	97.00
	7837394	I19-008849	19-002234	12/27/2019	1	Pumping and Janitorial Service of Centennial Park Permanent Restrooms	283-4003-442930	\$	65.00
	7837394	I19-008849	19-002234	12/27/2019	2	Increase amount for Janitorial Service of Centennial Park Permanent Restrooms	283-4003-442930	\$	360.89
[VENDOR] 14527 : SITEONE LANDSCAPE SUPPLY, LLC	96337079-001	I19-008892	19-000286	12/31/2019	1	Mulch	010-1900-463300	\$	214.20
[VENDOR] 9938 : SMITH DAWSON & ANDREWS	1009542	I19-008873	19-000329	12/31/2019	1	Intergovernmental relations services - FY19 Federal Lobbyist - December	010-0000-432850	\$	3,333.33
[VENDOR] 13892 : SNI SOLUTIONS	139658	I19-008635	19-002236	12/18/2019	1	Anti icing liquids for pre wetting of salt and treating of roadways (Geomelt 55)	010-5002-462600	\$	8,150.40
[VENDOR] 14015 : SOLUTION 3 GRAPHICS	130999	I19-008879	19-002272	12/31/2019	1	Letterhead Envelopes (#10 Regular) - VILLAGE HALL - Qty 500	010-1400-460140	\$	143.94
[VENDOR] 5002 : SOUTHTOWN PAINT & WALLPAPER CO	001086247	I19-008889	19-000212	12/31/2019	1	Paint - BM	010-1700-461300	\$	57.99
	001086248	I19-008890	19-000212	12/31/2019	1	Paint/Brushes - BM	010-1700-461300	\$	150.98

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 9192 : SPACECO, INC.	80250	I19-008914	13-000558	12/31/2019	1	Storm Sewer GIS Surveying - 1/1-11/25/19	031-6007-432990	\$ 5,856.00
[VENDOR] 6876 : SPRI PRODUCTS, INC.	432545	I19-008705	19-002208	12/19/2019	1	Various equipment for Sportsplex per quote 507205	283-4007-460180	\$ 120.33
	432546	I19-008706	19-002208	12/19/2019	1	Various equipment for Sportsplex per quote 507205	283-4007-460180	\$ 265.26
[VENDOR] 3210 : STANDARD EQUIPMENT CO.	P18778	I19-008701	19-002303	12/19/2019	1	Parts per quote #005520	031-6007-461700	\$ 668.76
[VENDOR] 1800 : STANDARD INDUSTRIAL & AUTOMOTIVE EQUIPMENT, INC.	53170	I19-008645	19-002290	12/18/2019	1	Meen green floor soap-# X-MG	010-5006-461100	\$ 265.10
[VENDOR] 13359 : STEINER ELECTRIC COMPANY	S006514542.001	I19-008698	19-000213	12/19/2019	1	Electrical supplies - Building Maintenance	010-1700-461200	\$ 155.00
	S006522944.001	I19-008905	19-000213	12/31/2019	1	Light bulbs/Ballasts - Building Maintenance	010-1700-461200	\$ 111.83
[VENDOR] 7112 : SUBURBAN LABORATORIES, INC.	171738	I19-008880	19-000348	12/31/2019	1	Chloride testing for Tinley Creek, Mill Creek, and Long Run Creek	031-6007-442990	\$ 435.00
[VENDOR] 13793 : SUBURBAN TRUCK PARTS	84153	I19-008898	19-000079	12/31/2019	1	Truck filters	010-5006-461800	\$ 98.64
[VENDOR] 9965 : SWC TECHNOLOGY PARTNERS LLC	001233956	I19-008915	18-002661	12/31/2019	1	Infrastructure Tickets	010-1600-432800	\$ 693.75
[VENDOR] 14723 : TOTAL ADMINISTRATIVE SERVICES CORPORATION	IN1664367	I19-008732	19-000577	12/20/2019	1	HRA Monthly Administrative Fee - November	060-0000-432990	\$ 125.00
[VENDOR] 9792 : TOTAL BUILDING SERVICE, INC.	0048564-IN	I19-008787	19-001710	12/26/2019	1	1 hour daily additional cleaning at the Police Department - November	010-1700-442930	\$ 336.00
[VENDOR] 1847 : TRANE	7395008	I19-008699	19-000216	12/19/2019	1	4 HVAC actuators - Building Maintenance	010-1700-461700	\$ 273.00
	7421587	I19-008821	19-000216	12/26/2019	1	HVAC room sensor - Building Maintenance	010-1700-461700	\$ 116.84
	7421587	I19-008821	19-000216	12/26/2019	2	Electrical supplies - BM	010-1700-461200	\$ 6.57
	7421587	I19-008821	19-000216	12/26/2019	3	Cable ties - BM	010-1700-461990	\$ 5.97
[VENDOR] 4881 : TREASURER, STATE OF ILLINOIS	123204	I19-008908	18-002696	12/31/2019	1	IGA-IDOT 147th & Ravinia Roundabout State Job. No. C-91-447-12, State Project No. DET3-352. Contract 61E48. 8/2-11/7/19	054-0000-471250	\$ 39,184.02
[VENDOR] 14234 : TRINITY FAMILY SERVICES, INC.	12/05/19	I19-008888	19-000138	12/31/2019	1	Crisis Intervention/Response Counseling - Police - November	010-1100-432600	\$ 2,500.00
[VENDOR] 12733 : TRITAYLOR	1368	I19-008692	19-002023	12/19/2019	1	Black Vest Carrier - K. Catchings/J. Oliva	010-7002-460190	\$ 360.00
[VENDOR] 13817 : UEMSI HTV	2093324-IN	I19-008813	19-002335	12/26/2019	1	8" Band Lock Clamps part # G42588	031-6007-461700	\$ 102.88
	2093324-IN	I19-008813	19-002335	12/26/2019	2	Top Man Hole Roller DO-6D	031-6007-461700	\$ 258.68
[VENDOR] 8489 : UNITED STATES TREASURY	12/27/2019	I19-008761		12/27/2019	1	Federal Tax Withholding - 12.27.19 BWPR	010-0000-215100	\$ 109,325.02
	12/27/2019	I19-008761		12/27/2019	2	Federal Tax Withholding - 12.27.19 BWPR	010-0000-215102	\$ 76,550.04
	12/27/2019	I19-008761		12/27/2019	3	Federal Tax Withholding - 12.27.19 BWPR	010-0000-215103	\$ 29,375.36
[VENDOR] 9791 : V3 COMPANIES OF ILLINOIS LTD	2	I19-008825	19-001749	12/26/2019	1	Soil Prep and Seeding	031-6007-443500	\$ 1,175.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	2	I19-008825	19-001749	12/26/2019	2	Erosion Control Blanket	031-6007-443500	\$ 1,187.50
[VENDOR] 13140 : V3 CONSTRUCTION GROUP, LTD	11 - Imperial	I19-008826	19-000396	12/26/2019	1	Imperial Pond (Site ID #31-32) - High mowing through 11/30/19	031-6007-443500	\$ 800.00
	2	I19-008827	19-001474	12/26/2019	1	Churchill Pond (Site #29-11) West Slope restoration - Native seeding, erosion control blanket, native plugs and goose protection through 11/30/19	031-6007-443500	\$ 4,403.50
	3 - Imperial E	I19-008828	19-000396	12/26/2019	1	Imperial Pond East (Site ID #31-33) - Soil Prep, Wet Mesic Seeding and Erosion blanket through 11/30/19	031-6007-443500	\$ 7,360.00
[VENDOR] 8888888.1386 : VALERIE SWIATEK	112219nnnn	I19-008224		12/16/2019	1	Credit Rec Refund	283-0000-204000	\$ 14.75
[VENDOR] 13334 : WALKER WILCOX MATOUSEK LLC	153549/153567	I19-008912	19-002433	12/31/2019	1	Legal Fees -159th & LaGrange Road Intersection Project	054-0000-484800	\$ 900.00
[VENDOR] 9664 : WAREHOUSE DIRECT	4498420-0	I19-008631	19-002308	12/18/2019	1	Manila File Folders, 1-Ply Top Tabs, 1/3 Cut, Assorted, Letter Size, 100/Box #WHD20330	010-7002-460100	\$ 20.60
	4498420-0	I19-008631	19-002308	12/18/2019	2	Intensity Permanent Marker, Fine Bullet Tip, Tuxedo Black, Dozen #BICGPM11BK	010-7002-460100	\$ 19.96
	4498420-0	I19-008631	19-002308	12/18/2019	3	747 Classic Full Strip Stapler, 20-Sheet Capacity, Black #SWI74701	010-7002-460100	\$ 19.96
	4501414-0	I19-008644	19-000217	12/18/2019	1	Bath tissue/Paper towels/Dish soap/Facial tissue/Can liners - Splx	010-1700-460150	\$ 301.44
	4501414-0	I19-008644	19-000217	12/18/2019	2	Laundry detergent/Bleach - Splx	283-4007-460150	\$ 56.32
	4499124-0	I19-008695	19-002308	12/19/2019	1	*SPECIAL ORDER* CD/DVD Sleeves, 100/Box #QUA62903	010-7002-460100	\$ 67.40
	4502829-0	I19-008713	19-000217	12/20/2019	1	Disinfectant spray/Paper towels/Bleach/Plastic spoons & forks/Can liners - BM	010-1700-460150	\$ 512.24
	4509322-0	I19-008714	19-000217	12/20/2019	1	Paper plates/Bath tissue/Paper towels/Dish soap/Glass cleaner/Cups/Can liners/Germ. cleaner/Plastic spoons - BM	010-1700-460150	\$ 643.82
	4496230-1	I19-008715	19-000217	12/20/2019	1	Facial tissues - BM	010-1700-460150	\$ 33.38
	4512041-0	I19-008716	19-000217	12/20/2019	1	Soap dispensers - BM	010-1700-460150	\$ 114.66
	4515941-0	I19-008717	19-000217	12/20/2019	1	Bath tissue/Air freshener/Paper towels/Facial tissues/Bleach - BM	010-1700-460150	\$ 212.45
	4515941-0	I19-008717	19-000217	12/20/2019	2	Shampoo - Splx	283-4007-460150	\$ 47.35
	4515944-0	I19-008718	19-000217	12/20/2019	1	Bath tissue/Paper towels/Air freshener/Hand soap/Can liners - BM	010-1700-460150	\$ 489.30
	4521970-0	I19-008719	19-000217	12/20/2019	1	Coffee filters - BM	010-1700-460150	\$ 5.68
	4522998-0	I19-008720	19-000217	12/20/2019	1	Paper towels/Facial tissues/Dish soap/Paper plates/Plastic knives/Can liners - BM	010-1700-460150	\$ 664.90
	4522998-0	I19-008720	19-000217	12/20/2019	2	Brooms/Dustpan - BM	010-1700-461100	\$ 33.57
	4521467-0	I19-008721	19-000217	12/20/2019	1	Paper towels/Bath tissue/Can liners - Splx	010-1700-460150	\$ 427.73
	4474529-0	I19-008722	19-002209	12/20/2019	1	21 Gallon Waste Container - #RCP-352000GY	283-4007-460150	\$ 124.13
	C4439845-1	I19-008723	19-001996	12/20/2019	1	Brita filter returns	283-4002-490400	\$ -105.64
	4501270-0	I19-008793	19-002307	12/26/2019	1	Stacking Guest Chair with Arms, Black Seat/Black Back, Black Base - VL616	010-1201-460180	\$ 214.14
	4503584-0	I19-008805	19-002330	12/26/2019	1	Card Stock (Orange) - #WAU-22851	283-4007-460100	\$ 60.64
	4503584-0	I19-008805	19-002330	12/26/2019	2	Card Stock (Yellow) - #WAU-21021	283-4007-460100	\$ 60.64
	4503584-0	I19-008805	19-002330	12/26/2019	3	Card Stock (Violet)- #WAU-22091	283-4007-460100	\$ 60.64
	4503584-0	I19-008805	19-002330	12/26/2019	4	Staples - #SWI-35450	283-4007-460100	\$ 9.16

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	4503584-0	I19-008805	19-002330	12/26/2019	5	Pens - #PIL-36621	283-4007-460100	\$ 26.48
	4503584-0	I19-008805	19-002330	12/26/2019	6	Envelopes - #QUA-11134	283-4007-460100	\$ 6.60
	4503584-0	I19-008805	19-002330	12/26/2019	7	Envelopes - #QUA-11135	283-4007-460100	\$ 6.60
	4503584-0	I19-008805	19-002330	12/26/2019	8	9V Batteries - #RAYAL9V12PPJ	283-4007-460290	\$ 20.67
	4503584-0	I19-008805	19-002330	12/26/2019	9	D Batteries - #RAYALD12PPJ	283-4007-460290	\$ 12.86
	4503966-0	I19-008806	19-002350	12/26/2019	1	QuickNotes Mini Erasable Wall Planner 16x12, 2020 #AAGPM550B28	010-1400-460100	\$ 18.72
	4503969-0	I19-008807	19-002351	12/26/2019	1	Recycled Desk Calendar Refill, 3 1/2 x 6, White, 2020 Item #AAGE717R50	010-1400-460100	\$ 3.58
	4503969-0	I19-008807	19-002351	12/26/2019	2	Desk Calendar Refill, 6 x 3 1/2, White, 2020 item AAGE71750	010-1400-460100	\$ 2.43
	4504008-0	I19-008808	19-002352	12/26/2019	1	Post-it® Tabs 2" Angled Tabs, Lined, 1/5-Cut Tabs, Assorted Primary Colors, 2" Wide, 24/ Pack Item #MMM686A1	010-1400-460100	\$ 2.98
	4504008-0	I19-008808	19-002352	12/26/2019	2	Regeneration Nine- Section Drawer Organizer, Plastic, Black Item #RUB45706	010-1400-460100	\$ 5.03
	4504008-0	I19-008808	19-002352	12/26/2019	3	Warehouse Direct, Recycled Assorted Bright Color Hanging File Folders, Letter Size, 1/5 Cut, 25/ Bx Item #WHD74059	010-1400-460100	\$ 24.10
	4504008-0	I19-008808	19-002352	12/26/2019	4	Super Hi- Polymer Lead Refills, 0.5 mm, HB, Black, 12/ Tube Item #PENC505HB	010-1400-460100	\$ 1.26
	4504008-0	I19-008808	19-002352	12/26/2019	5	Drawer Organizer, Metal Mesh, Black Item #ROL22121	010-1400-460100	\$ 8.96
	4504008-0	I19-008808	19-002352	12/26/2019	6	Cascading Wall Organizer, 14 1/4 x 33, Letter, Gray with 6 Bright Color Pockets Item #SMD92060	010-1400-460100	\$ 23.64
	4504008-0	I19-008808	19-002352	12/26/2019	7	Data Processing Magnifying Plastic Ruler, 15" Length, Clear/ Blue Outline Panel Item #ACM40711	010-1400-460100	\$ 8.97
	4507742-0	I19-008882	19-002357	12/31/2019	1	Universal message stamp "Original" #UNV10060	283-4001-460100	\$ 4.79
	4507742-0	I19-008882	19-002357	12/31/2019	2	Post its #MMMR330-12AP	283-4001-460100	\$ 44.22
	4507742-0	I19-008882	19-002357	12/31/2019	3	Metal Mesh Organizer Tray #UNV-20020	283-4001-460100	\$ 15.44
	4507742-0	I19-008882	19-002357	12/31/2019	4	Business envelopes #UNV35204	283-4001-460100	\$ 9.33
	4507742-0	I19-008882	19-002357	12/31/2019	5	Double sided tape #MMM66512900	283-4001-460100	\$ 27.75
	4507742-0	I19-008882	19-002357	12/31/2019	6	Scotch Tape #MMM810p10K	283-4001-460100	\$ 36.74
	4507742-0	I19-008882	19-002357	12/31/2019	7	X-Acto Replacement Blades #11 #EPIX211	283-4001-460100	\$ 1.83
	4507742-0	I19-008882	19-002357	12/31/2019	8	Scotch Packing Tape #MMM37506	283-4001-460100	\$ 84.78
	4507742-0	I19-008882	19-002357	12/31/2019	9	Expo Low Odor Dry Erase Markers #SAN82001	283-4001-460100	\$ 12.33
[VENDOR] 1894 : WASTE MANAGEMENT OF ILLINOIS	1604382-4936-1	I19-008726	19-000466	12/20/2019	1	November	031-1400-442100	\$ 510,949.44
[VENDOR] 9999999.335 : WILFRED RAMIREZ	122019	I19-008731		12/20/2019	1	Refund-overpayment of final charges-237715	031-0000-229100	\$ 92.88
[VENDOR] 3333333.2793 : WILLIAM SPENCER	12052019	I19-008368		12/05/2019	1	Nalls/Spencer June 11, 2020 \$900 Refund due to Cancellation - \$500 Security Deposit + \$400 payment	021-0000-373900	\$ 900.00
[VENDOR] 14286 : WOODWARD PRINTING SERVICES	3435101	I19-008886	19-002402	12/31/2019	1	2020 Winter/Spring Program Guide Printing (28,500 copies)	283-4001-460140	\$ 17,670.00
	3435101	I19-008886	19-002402	12/31/2019	2	Additional 4-page insert	010-9400-460140	\$ 1,750.00
	3435101	I19-008886	19-002402	12/31/2019	3	Freight Cost for delivery of printed program guides	283-4001-460140	\$ 800.00

Village of Orland Park Open Item Listing

Run Date: 01/03/2020 User: bobrien

Status: POSTED Due Date: 01/03/2020
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] 2780 : AIRY'S, INC.	23480	I19-008131	19-002265	11/27/2019	1	8829 Clearview Drive Water Main Repair - Total Labor	031-6002-443800	\$	2,835.44
	23480	I19-008131	19-002265	11/27/2019	2	8829 Clearview Drive Water Main Repair - Total Equipment	031-6002-443800	\$	1,429.10
	23480	I19-008131	19-002265	11/27/2019	3	8829 Clearview Drive Water Main Repair - Total Materials	031-6002-443800	\$	432.60
	23494	I19-008133	19-002263	11/27/2019	1	8430 159th street water main valve repair - Total Labor	031-6002-443800	\$	4,576.50
	23494	I19-008133	19-002263	11/27/2019	2	8430 159th street water main valve repair - Total Equipment	031-6002-443800	\$	1,304.90
	23494	I19-008133	19-002263	11/27/2019	3	8430 159th street water main valve repair - Total Materials	031-6002-443800	\$	64.75
[VENDOR] 11508 : AMERICAN TECHNOLOGY SOLUTIONS	10194-13	I19-008858	19-002453	12/31/2019	1	Advanced Deposit - 2019 1099R Print and Mail Services	010-1600-442850	\$	30.87
	10193-85	I19-008859	19-002453	12/31/2019	1	Advanced Deposit - 2019 W2 Print and Mail Services	010-1600-442850	\$	225.40
	10193-86	I19-008860	19-002453	12/31/2019	1	Advanced Deposit - 2019 1095C Print and Mail Services	010-1600-442850	\$	188.65
[VENDOR] 15083 : BURKE BURNS & PINELLI, LTD.	26946	I19-008600	19-002270	12/16/2019	1	Orland Park Associates, File No. 38116	054-0000-471250	\$	2,000.00
GRAND TOTAL :								\$	13,088.21

Village of Orland Park Open Item Listing

Run Date: 12/27/2019 User: bobrien

Status: POSTED Due Date: 12/27/2019
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] 9099 : COMCAST	8771010010001674	I19-008850		12/27/2019	1	12/14/19-1/13/20	021-1800-441800	\$	115.97
	8771010010001674	I19-008850		12/27/2019	2	12/14/19-1/13/20	283-4001-441800	\$	159.15
	8771010010001674	I19-008850		12/27/2019	3	12/14/19-1/13/20	010-0000-441800	\$	31.55
	8771010010001674	I19-008850		12/27/2019	4	12/14/19-1/13/20	010-5001-441800	\$	2.10
	8771010010001674	I19-008850		12/27/2019	5	12/14/19-1/13/20	283-4007-441800	\$	286.85
	8771010010001674	I19-008850		12/27/2019	6	12/14/19-1/13/20	010-1600-441800	\$	106.85
GRAND TOTAL :								\$	702.47

Village of Orland Park Open Item Listing

Run Date: 12/27/2019 User: bobrien

Status: POSTED Due Date: 12/30/2019
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] 8534 : FORT DEARBORN LIFE	12/27/2019	I19-008833		12/30/2019	1	Village of Orland Park Premium Group F005598 #1 Premium Due 1.01.2020	092-0000-452800	\$ 504.96
	12/27/2019	I19-008833		12/30/2019	1	Village of Orland Park Premium Group F005598 #1 Premium Due 1.01.2020	092-0000-453500	\$ 6,220.59
GRAND TOTAL :								\$ 6,725.55

Village of Orland Park Open Item Listing

Run Date: 12/26/2019 User: bobrien

Status: POSTED Due Date: 12/27/2019
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] 3927 : AFSCME COUNCIL 31	12/27/2019	I19-008741		12/27/2019	1	AFSCME Dues - December 2019	010-0000-210105	\$ 3,000.00
[VENDOR] 13548 : AXA EQUITABLE LIFE INSURANCE COMPANY	12/27/2019	I19-008753		12/27/2019	1	Village of Orland Park 12.13.2019 Plan# 690921	010-0000-210131	\$ 781.15
[VENDOR] 12125 : CAIC PRIMARY	12/27/2019	I19-008751		12/27/2019	1	Village of Orland Park Group# 11031 Premium Due 1.01.2020	010-0000-210129	\$ 661.70
[VENDOR] 5704 : I.B.E.W. LOCAL 134	12/27/2019	I19-008760		12/27/2019	1	IBEW Membership Dues December 2019	010-0000-210106	\$ 403.92
[VENDOR] 3929 : ICMA RETIREMENT TRUST - 457	12/27/2019	I19-008756		12/27/2019	1	Village of Orland Park 12.27.2019 Plan# 301728	010-0000-210125	\$ 1,990.03
[VENDOR] 6056 : IUOE LOCAL 399	12/27/2019	I19-008747		12/27/2019	1	IUOE Dues - December 2019	010-0000-210108	\$ 1,927.48
[VENDOR] 13454 : LYNCH	12/27/2019	I19-008736		12/27/2019	1	Timothy E Lynch ***-**-3954 Docket# 12 D 3441 Garnishment Payment 12.27.2019	010-0000-210110	\$ 425.60
[VENDOR] 9156 : MASS MUTUAL	12/27/2019	I19-008762		12/27/2019	1	Village of Orland Park 12.27.2019 Plan# 110163	010-0000-210127	\$ 12,875.65
[VENDOR] 6154 : METROPOLITAN ALLIANCE OF POLICE	12/27/2019	I19-008748		12/27/2019	1	MAP Dues - December 2019	010-0000-210111	\$ 2,772.00
[VENDOR] 3934 : NCPERS GROUP LIFE INSURANCE	12/27/2019	I19-008758		12/27/2019	1	IMRF Voluntary Life - December 2019	010-0000-210115	\$ 1,056.00
[VENDOR] 5974 : ORLAND PARK POLICE SUPERVISORS ASSOC.	12/27/2019	I19-008746		12/27/2019	1	Orland Park Police Association Dues 12.27.2019	010-0000-210109	\$ 160.00
[VENDOR] 3931 : USCM CLEARING ACCOUNT	12/27/2019	I19-008757		12/27/2019	1	Village of Orland Park 12.27.2019 Entity# 13359	010-0000-210126	\$ 5,599.00
GRAND TOTAL :							\$	31,652.53

Village of Orland Park Open Item Listing

Run Date: 12/23/2019 User: bobrien

Status: POSTED Due Date: 12/23/2019
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] 1016 : ALEXANDER CHEMICAL CORP.	SLS10084823	I19-008766	19-000151	12/23/2019	1	Chlorine	031-6002-462500	\$ 2,423.00
	SCL10024754	I19-008767	19-000151	12/23/2019	1	Credit for container return	031-6002-462500	\$ -800.00
[VENDOR] 3333333.2713 : ALIXSA BUSTAMANTE	09272019	I19-006436		12/01/2019	1	Bustamante, Sep 21, 2019, Deposit Refund of \$180 (Sec Dep \$300 - \$120 (Added 1 hour))	021-0000-373900	\$ 180.00
[VENDOR] 12238 : AMERICAN LEGAL PUBLISHING CORPORATION	0131321	I19-008603	19-002403	12/16/2019	1	Codification of Village Code Book - S-73 - Invoice #0131321	010-1200-442530	\$ 769.80
[VENDOR] 3333333.2787 : ANDREW J. SPRAGUE	12-12-19	I19-008597		12/13/2019	1	Overpayment on citation #P346441	010-0000-372250	\$ 5.00
[VENDOR] 3333333.2791 : ANGELO SAKELLAROPOULOS	12052019	I19-008366		12/05/2019	1	Sakellaropoulos November 24, 2019, \$300 Security Deposit Refund	021-0000-373900	\$ 300.00
[VENDOR] 8888888.1391 : ANNA ZAWIERTA	112219ssss	I19-008229		12/16/2019	1	Credit Rec Refund	283-0000-204000	\$ 10.00
[VENDOR] 8888888.1387 : ASHLEY TREVIZO	112219oooo	I19-008225		12/16/2019	1	Credit Rec Refund	283-0000-204000	\$ 11.25
[VENDOR] 11424 : AT & T	831-000-2478 678	I19-008601		12/16/2019	1	Internet svcs	010-1600-442850	\$ 1,730.43
[VENDOR] 11438 : B & J TOWING INC	16337	I19-008693	19-000053	12/19/2019	1	IDOT Safety Inspections - November	010-5006-443400	\$ 234.00
[VENDOR] 3333333.2786 : CALLIEA GIDEON	12132019	I19-008595		12/13/2019	1	Gideon, November 8, 2019, \$250 Refund for Projector and Screens that did not work.	021-0000-373900	\$ 250.00
[VENDOR] 10625 : CANNON COCHRAN MANAGEMENT - ESCROW SERVICES INC.	0079369-IN	I19-008573	19-000226	12/13/2019	1	Worker's Compensation Claims Expense - Escrow	092-0000-452510	\$ 25,132.06
[VENDOR] 13198 : CARDINAL COLORGROUP	392208	I19-008768	19-001585	12/23/2019	1	Taste Onsite Booklet - 10,000 plus alterations	010-9400-460140	\$ 2,704.51
[VENDOR] 3333333.2775 : CARMELIA RUSH-LEE	12052019	I19-008364		12/05/2019	1	Rush-Lee November 23, 2019 \$200 Security Deposit Refund	021-0000-373900	\$ 200.00
[VENDOR] 14971 : CHICAGO ULTIMATE LLC	102	I19-008679	19-001908	12/19/2019	1	Volleyball Classes - 11/6-12/18/19	283-4007-490200	\$ 1,911.00
[VENDOR] 14675 : COMCAST BUSINESS SERVICES	934487531	I19-008678		12/19/2019	1	December	010-1600-441800	\$ 1,230.38
	934487531	I19-008678		12/19/2019	2	December	010-1600-442850	\$ 1,230.38
[VENDOR] 12889 : CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INC.	6230	I19-008605	19-001325	12/16/2019	1	Asphalt and concrete material testing for road improvement projects - 7/30-8/31/19	054-0000-471250	\$ 3,807.00
[VENDOR] 13355 : CORRECTIVE ASPHALT MATERIALS,	19108N	I19-008565	19-002114	12/13/2019	1	Pavement Rejuvenator Application - 2019	054-0000-471250	\$ 270.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number		Amount
LLC						Road Maintenance Program - Balance of original invoice			
[VENDOR] 13010 : CPR CELL PHONE REPAIR	4097311	I19-008342		12/05/2019	1	iPhone 7 rear camera lens - K. Dado	031-6001-460120	\$	44.99
[VENDOR] 8060 : DARLING INGREDIENTS, INC.	10601951	I19-008606	19-001553	12/16/2019	1	Please deliver grease dumpster to Civic Center (14750 Ravinia Ave., Orland Park, IL 60462) on August 1st by 1pm. Contact: Ray Piattoni 708.772-5391.	010-9400-460290	\$	160.00
[VENDOR] 15079 : DESIGNTEK ENGINEERING INC.	19-1190	I19-008486	19-002371	12/12/2019	1	Topography & Design Work - Vintage Crossing & Fawn Ridge	031-6007-432500	\$	3,600.00
[VENDOR] 3333333.2776 : DIANA PISZCZOR	12052019	I19-008365		12/05/2019	1	Piszczor November 24, 2019, \$200 Security Deposit Rrefund	021-0000-373900	\$	200.00
[VENDOR] 15028 : ERHARDT	09/26/19	I19-008612	19-002122	12/17/2019	1	Assistant Director for A Christmas Story. Dec. 13-15.	283-4002-490470	\$	375.00
[VENDOR] 14849 : ETERNALLY GREEN LAWN CARE, INC.	11/11/19	I19-008421	19-000703	12/10/2019	1	Fertilization & Weed Control for Parks - Site 1 - 4th app	283-4003-443500	\$	4,423.86
	11/11/19	I19-008421	19-000703	12/10/2019	2	Fertilization & Weed Control for ROW & Medians - Site 1 - 4th app	054-0000-443300	\$	810.35
	11/11/19	I19-008421	19-000703	12/10/2019	3	Fertilization & Weed Control for Village Buildings - Site 1 - 4th app	010-1900-443500	\$	1,078.19
	11/11/19	I19-008421	19-000703	12/10/2019	4	Fertilization & Weed Control for Metra locations - Site 1 - 4th apps	026-0000-443500	\$	1,321.31
	11/11/19	I19-008421	19-000703	12/10/2019	5	Fertilization & Weed Control for Triangle - Site 1 - 4th app	282-0000-443500	\$	50.49
	11/11/19	I19-008422	19-000703	12/10/2019	1	Fertilization & Weed Control for Ponds - Site 1 - 4th app	031-6007-443500	\$	532.45
[VENDOR] 1263 : EVON'S TROPHIES & AWARDS	09/27/19	I19-008680	19-002099	12/19/2019	1	Key to the City plaque for IVM Dubelbeis.	010-1500-429990	\$	111.60
[VENDOR] 8534 : FORT DEARBORN LIFE	12/13/19	I19-008602	19-000486	12/13/2019	1	STD Claims Expense - November	092-0000-452805	\$	12,948.54
[VENDOR] 15014 : GARDINER KOCH WEISBERG & WRONA	144460	I19-008729	19-002411	12/20/2019	1	Liquor License Attorney Invoice Number 144460 October 2019	010-0000-432100	\$	300.00
	144746	I19-008730	19-002411	12/20/2019	1	Liquor License Attorney - November	010-0000-432100	\$	20.00
[VENDOR] 3333333.2782 : GEORGE MATHEW	12102019	I19-008449		12/10/2019	1	Mathew, February 15, 2020, \$630 Refund, Due to Cancellation	021-0000-373900	\$	630.00
[VENDOR] 12129 : GIS PLANNING	2120665607	I19-008657	19-002363	12/18/2019	1	ZOOMPROSPECTOR ENTERPRISE RENEWAL 12/01/2019-11/30/2020.	010-1600-442850	\$	4,540.00
[VENDOR] 1323 : GRAINGER, INC.	9366568120	I19-008643	19-000203	12/18/2019	1	Batteries	010-1700-460290	\$	9.90
	9370304595	I19-008650	19-002337	12/18/2019	1	Latex free gloves (Medium) - #3BA45	283-4007-460150	\$	18.12
	9370304595	I19-008650	19-002337	12/18/2019	2	Latex free gloves (Large) - #3BA44	283-4007-460150	\$	27.36
	9370304595	I19-008650	19-002337	12/18/2019	3	Latex free gloves (X-Large)- #3BA43	283-4007-460150	\$	22.26
[VENDOR] 2504 : GUARDIAN PEST CONTROL, INC.	329060	I19-008488	19-002362	12/12/2019	1	Beaver trapping @ Beth Pond 168th/179th St & Wolf Rd area	031-6007-432910	\$	350.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 2314 : HALL SIGNS, INC.	348189	I19-008538	19-000395	12/13/2019	1	Signs & supplies	010-5002-461500	\$ 1,421.03
[VENDOR] 12011 : HENDERSON PRODUCTS, INC.	301953	I19-008688	19-000077	12/19/2019	1	Hyd. motor	010-5006-461800	\$ 477.33
[VENDOR] 1420 : ILLINOIS DEPARTMENT OF REVENUE	12.12.2019	I19-008512		12/12/2019	1	November 2019 Sales Tax Payable	283-0000-229170	\$ 425.00
[VENDOR] 3333333.2778 : KEYONA KERBY	12052019	I19-008367		12/05/2019	1	Kerby November 30, 2019, \$200 Security Deposit Refund	021-0000-373900	\$ 200.00
[VENDOR] 11430 : KULLY SUPPLY, INC.	504042	I19-008725	19-002132	12/20/2019	1	Assorted Repair Parts for CPAC Restrooms per quote 501483	283-4005-461300	\$ 1,499.40
[VENDOR] 12064 : LAMBUR HYNES	12/11/19	I19-008674	19-002418	12/19/2019	1	Board of Fire and Police Commission travel Expense, Oct, Nov, Dec. 2019	010-8000-484990	\$ 250.00
[VENDOR] 3333333.2772 : LENA HUSSIEN	12052019	I19-008362		12/05/2019	1	Hussien November 30, 2019, \$300 Security Deposit Refund	021-0000-373900	\$ 300.00
[VENDOR] 3333333.2784 : LISA ALVARADO	12132019	I19-008534		12/13/2019	1	Lisa Alvarado, December 8, 2019, \$200 Security Deposit Refund	021-0000-373900	\$ 200.00
[VENDOR] 14858 : MARQUEE EVENT RENTALS	195735	I19-008619	19-001981	12/17/2019	1	Brewfest 9/21 - Tent (60x120 & 20x20)	010-9450-444500	\$ 5,184.58
	195809	I19-008620	19-001981	12/17/2019	1	Brewfest 9/21 - Tent (60x120 & 20x20)	010-9450-444500	\$ 1,497.66
[VENDOR] 15029 : MOSS	09/26/19	I19-008613	19-002123	12/17/2019	1	Producer and Director for A Christmas Story, Dec. 13-Dec.15.	283-4002-490470	\$ 2,000.00
[VENDOR] 7087 : O'CONNOR	12/11/19	I19-008675	19-002419	12/19/2019	1	Board of Fire and Police Commission travel Expense, Oct, Nov, Dec. 2019	010-8000-484990	\$ 250.00
[VENDOR] 14719 : PITA PITA MEDITERRANEAN	2004170	I19-005240		12/01/2019	1	Taste Refund - Alcohol Sales	283-0000-204000	\$ 363.50
[VENDOR] 14209 : ROBERTSON	11/23/19	I19-008621	19-002326	12/17/2019	1	Board of Fire and Police Commission travel expense July, August, September 2019	010-8000-484990	\$ 250.00
	12/11/19	I19-008676	19-002417	12/19/2019	1	Board of Fire and Police Commission travel Expense, Oct, Nov, Dec. 2019	010-8000-484990	\$ 250.00
[VENDOR] 3333333.2785 : ROSA ALVARADO	12132019	I19-008536		12/13/2019	1	Rosa Alvarado, December 7, 2019, \$200 Security Deposit Refund	021-0000-373900	\$ 200.00
[VENDOR] 13128 : RUSH TRUCK CENTER JOLIET	3017053822	I19-008689	19-000071	12/19/2019	1	EGR Cooler replacement	010-5006-443400	\$ 8,544.04
[VENDOR] 3333333.2781 : SALVADOR CASTILLO	12102019	I19-008448		12/10/2019	1	Castillo, May16, 2020 \$671.25 Refund = \$300 Sec Dep + \$371.25 Payment (Due to Cancellation)	021-0000-373900	\$ 671.25
[VENDOR] 14939 : SCHAEFGES BROTHERS, INC.	2968R	I19-008523	19-001534	12/12/2019	1	Centennial Park Aquatic Center Activity Pool Gutter Repairs - Partial billing for original inv 2968	283-4005-443150	\$ 28,764.00
[VENDOR] 2452 : SECRETARY OF STATE	11/19/19	I19-008724	19-002298	12/20/2019	1	Title for New Police Vehicle, 2020 Ford Explorer, VIN #1FM5K8AB4LGA71336	010-7002-484100	\$ 150.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 14875 : SEWERTECH LLC	1914	I19-008707	19-001011	12/19/2019	1	Sanitary Sewer Cleaning and Televising through 8/31/19	031-6003-443800	\$ 17,931.94
[VENDOR] 14015 : SOLUTION 3 GRAPHICS	130349	I19-008275	19-002069	12/03/2019	1	Cost of business card masters (per 250)	010-2001-460140	\$ 402.84
	130349	I19-008275	19-002069	12/03/2019	2	Cost of business card masters (per 250)	010-1201-460140	\$ 22.38
	130349	I19-008275	19-002069	12/03/2019	3	Cost of business card masters (per 250)	010-9450-460140	\$ 22.38
	130349	I19-008275	19-002069	12/03/2019	4	Cost of business card masters (per 250)	010-1100-460140	\$ 111.90
	130349	I19-008275	19-002069	12/03/2019	5	Cost of business card masters (per 250)	031-6001-460140	\$ 22.38
	130349	I19-008275	19-002069	12/03/2019	6	Cost of business card masters (per 250)	010-5001-460140	\$ 44.76
	130349	I19-008275	19-002069	12/03/2019	7	Cost of business card masters (per 250)	010-1600-460140	\$ 111.90
	130349	I19-008275	19-002069	12/03/2019	8	Cost of business card masters (per 250)	283-4001-460140	\$ 313.32
	130349	I19-008275	19-002069	12/03/2019	9	Cost of business card masters (per 250)	010-1500-460140	\$ 111.90
	130349	I19-008275	19-002069	12/03/2019	10	Cost of business card masters (per 250)	021-1800-460140	\$ 67.14
	130349	I19-008275	19-002069	12/03/2019	11	Cost of business card masters (per 250)	283-4003-460140	\$ 22.38
	130349	I19-008275	19-002069	12/03/2019	12	Cost of business card masters (per 250)	283-4006-460140	\$ 335.70
	130349	I19-008275	19-002069	12/03/2019	13	Additional cost of Business Card Masters	010-0000-460140	\$ 201.42
[VENDOR] 5002 : SOUTHTOWN PAINT & WALLPAPER CO	001086007	I19-008610	19-000212	12/17/2019	1	Paint/Rollers - Splx	010-1700-461300	\$ 281.94
	001086133	I19-008630	19-000212	12/18/2019	1	Paint - VH	010-1700-461300	\$ 60.00
[VENDOR] 5864 : SPEER FINANCIAL, INC.	d7/19-23	I19-008728	19-002432	12/20/2019	1	2019 Continuing Disclosure	031-1400-432800	\$ 93.75
	d7/19-23	I19-008728	19-002432	12/20/2019	1	2019 Continuing Disclosure	421-0000-432800	\$ 93.75
	d7/19-23	I19-008728	19-002432	12/20/2019	1	2019 Continuing Disclosure	422-0000-432800	\$ 93.75
	d7/19-23	I19-008728	19-002432	12/20/2019	1	2019 Continuing Disclosure	423-0000-432800	\$ 93.75
	d7/19-23	I19-008728	19-002432	12/20/2019	1	2019 Continuing Disclosure	424-0000-432800	\$ 93.75
	d7/19-23	I19-008728	19-002432	12/20/2019	1	2019 Continuing Disclosure	425-0000-432800	\$ 93.75
	d7/19-23	I19-008728	19-002432	12/20/2019	1	2019 Continuing Disclosure	426-0000-432800	\$ 93.75
	d7/19-23	I19-008728	19-002432	12/20/2019	1	2019 Continuing Disclosure	427-0000-432800	\$ 93.75
	d7/19-23	I19-008728	19-002432	12/20/2019	1	2019 Continuing Disclosure	428-0000-432800	\$ 93.75
	d7/19-23	I19-008728	19-002432	12/20/2019	1	2019 Continuing Disclosure	429-0000-432800	\$ 93.75
[VENDOR] 8958 : TRAINING CONCEPTS, INC.	40817	I19-008711	19-001593	12/19/2019	1	Annual affiliation fee for D Graham Geghen for July 2019- July 2020	283-4001-429200	\$ 60.00
[VENDOR] 9711 : VERIZON WIRELESS (LEHIGH)	580475682-00001	I19-008666		12/18/2019	1	10/14-11/13/19	028-0000-441100	\$ 44.93
	580475682-00001	I19-008666		12/18/2019	2	10/14-11/13/19	010-1600-441100	\$ 38.01
	580475682-00001	I19-008666		12/18/2019	3	10/14-11/13/19	010-1700-441100	\$ 36.01
	580475682-00001	I19-008666		12/18/2019	4	10/14-11/13/19	010-2001-441100	\$ 82.39
	580475682-00001	I19-008666		12/18/2019	5	10/14-11/13/19	010-2002-441100	\$ 946.46
	580475682-00001	I19-008666		12/18/2019	6	10/14-11/13/19	010-2003-441100	\$ 60.48
	580475682-00001	I19-008666		12/18/2019	7	10/14-11/13/19	010-2004-441100	\$ 75.62
	580475682-00002	I19-008667		12/18/2019	1	10/14-11/13/19	010-1100-441100	\$ 326.75
	580475682-00002	I19-008667		12/18/2019	2	10/14-11/13/19	010-1200-441100	\$ 62.46
	580475682-00002	I19-008667		12/18/2019	3	10/14-11/13/19	010-1201-441100	\$ 124.92
	580475682-00002	I19-008667		12/18/2019	4	10/14-11/13/19	010-1400-441100	\$ 164.93
	580475682-00002	I19-008667		12/18/2019	5	Equipment - Fumero	010-1400-460120	\$ 22.49
	580475682-00002	I19-008667		12/18/2019	6	10/14-11/13/19	010-1500-441100	\$ 229.11
	580475682-00002	I19-008667		12/18/2019	7	10/14-11/13/19	010-1600-441100	\$ 219.21
	580475682-00002	I19-008667		12/18/2019	8	10/14-11/13/19	021-1800-441100	\$ 77.54

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number		Amount
	580475682-00002	I19-008667		12/18/2019	9	10/14-11/13/19	010-2004-441100	\$	62.46
	580475682-00002	I19-008667		12/18/2019	10	10/14-11/13/19	283-4002-441100	\$	33.75
	580475682-00002	I19-008667		12/18/2019	11	10/14-11/13/19	283-4008-441100	\$	1.69
	580475682-00002	I19-008667		12/18/2019	12	Equipment incentive credit - Koczwar	010-1500-460120	\$	-100.00
	580475682-00003	I19-008668		12/18/2019	1	10/14-11/13/19	010-1700-441100	\$	518.57
	580475682-00003	I19-008668		12/18/2019	2	10/14-11/13/19	283-4003-441100	\$	1,078.92
	580475682-00004	I19-008669		12/18/2019	1	10/14-11/13/19	010-7002-441100	\$	1,603.84
	580475682-00005	I19-008671		12/18/2019	1	10/14-11/13/19	031-1400-441100	\$	36.01
	580475682-00005	I19-008671		12/18/2019	2	10/14-11/13/19	010-1700-441100	\$	36.01
	580475682-00005	I19-008671		12/18/2019	3	10/14-11/13/19	010-5001-441100	\$	495.47
	580475682-00005	I19-008671		12/18/2019	4	10/14-11/13/19	010-5003-441100	\$	98.47
	580475682-00005	I19-008671		12/18/2019	5	10/14-11/13/19	010-5006-441100	\$	72.46
	580475682-00005	I19-008671		12/18/2019	6	10/14-11/13/19	031-6001-441100	\$	805.83
	580475682-00006	I19-008672		12/18/2019	1	10/14-11/13/19	010-2002-441100	\$	1.69
	580475682-00006	I19-008672		12/18/2019	2	10/14-11/13/19	283-4001-441100	\$	672.28
	580475682-00006	I19-008672		12/18/2019	3	10/14-11/13/19	283-4002-441100	\$	96.88
	580475682-00006	I19-008672		12/18/2019	4	10/14-11/13/19	283-4005-441100	\$	225.85
	580475682-00006	I19-008672		12/18/2019	5	10/14-11/13/19	283-4008-441100	\$	128.83
	580475682-00010	I19-008673		12/18/2019	1	10/14-11/13/19	010-5001-441100	\$	691.08
	580475682-00010	I19-008673		12/18/2019	2	10/14-11/13/19	010-5006-441100	\$	43.69
	580475682-00010	I19-008673		12/18/2019	3	10/14-11/13/19	031-6001-441100	\$	578.44
[VENDOR] 9664 : WAREHOUSE DIRECT	4480884-0	I19-008591	19-000217	12/13/2019	1	Hand sanitizer - Splx	010-1700-460150	\$	176.54
	4480884-0	I19-008591	19-000217	12/13/2019	2	Shampoo/Bleach - Sportsplex	283-4007-460150	\$	102.31
[VENDOR] 4506 : WILLE BROTHERS COMPANY	368701	I19-008681	19-002410	12/19/2019	1	26 Yards of concrete delivered on 11/7/19	023-0000-470100	\$	3,354.00
[VENDOR] 3333333.2789 : YAMILEX TORRES	12052019	I19-008363		12/05/2019	1	Torres November 29 2019, \$300 Security Deposit Refund	021-0000-373900	\$	300.00
[VENDOR] 11156 : ZUELKE	12/12/19	I19-008614	19-002305	12/17/2019	1	Santa appearance for Preschool Christmas program 12/17/19.	283-4002-490200	\$	160.00
GRAND TOTAL (Excluding Retainage) :								\$	160,919.18
RETAINAGE WITHHELD FOR INVOICE	1914	I19-008707	19-001011	12/19/2019				\$	-1,793.19
RETAINAGE WITHHELD FOR INVOICE	2968R	I19-008523	19-001534	12/12/2019				\$	-2,876.40
RETAINAGE TOTAL :								\$	-4,669.59
GRAND TOTAL (Including Retainage) :								\$	156,249.59

Village of Orland Park Open Item Listing

Run Date: 12/20/2019 User: bobrien

Status: POSTED Due Date: 11/18/2019
Bank Account: BMO Harris Bank-Vendor Disbursement
Invoice Type: PCard Statement Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 13657 : BMO HARRIS BANK N.A.	10312019	I19-008261		11/18/2019	1	Food and beverage purchase for special recreation participants attending Monday Night Football program - PCard	283-4008-490100 \$	51.24
	10312019	I19-008261		11/18/2019	2	Food and beverage purchase for special recreation participants attending Monday Night Football program - PCard	283-4008-490100 \$	38.81
	10312019	I19-008261		11/18/2019	3	Food and beverage purchase for participants attending Bear Down Chicago Bears - PCard	283-4008-490100 \$	187.40
	10312019	I19-008261		11/18/2019	4	Food and beverage purchase for participants attending special recreation Monday night football program - PCard	283-4008-490100 \$	43.41
	10312019	I19-008261		11/18/2019	5	Food and beverage purchase for special recreation participants attending Monday Night Football - PCard	283-4008-490100 \$	42.95
	10312019	I19-008261		11/18/2019	6	Hotel in Miami for ASCE 10/10/19-10/12/19 -Khurshid Hoda - PCard	010-2004-429400 \$	353.68
	10312019	I19-008261		11/18/2019	7	Fee for Flight to Miami for ASCE 10/10/19 -Khurshid Hoda - PCard	010-2004-429400 \$	1.58
	10312019	I19-008261		11/18/2019	8	Return Flight from ASCE 10/12/19 -Khurshid Hoda - PCard	010-2004-429400 \$	75.30
	10312019	I19-008261		11/18/2019	9	Flight to Miami for ASCE 10/10/19 -Khurshid Hoda - PCard	010-2004-429400 \$	123.30
	10312019	I19-008261		11/18/2019	10	ASCE American Society of Civil Engineers Convention - Miami FL 10/10/19-10/13/19 - Khurshid Hoda - PCard	010-2004-429100 \$	645.00
	10312019	I19-008261		11/18/2019	11	ASCE Annual Dues 1/1/20-12/31/20 Khurshid Hoda - PCard	010-2004-429200 \$	275.00
	10312019	I19-008261		11/18/2019	12	ICSC Trade Show 10/16/19-10/17/19 Chicago IL - Lelo - PCard	010-2003-484910 \$	95.00
	10312019	I19-008261		11/18/2019	13	Economic Development Retail Sales Report - PCard	010-2003-484910 \$	50.00
	10312019	I19-008261		11/18/2019	14	Supplies for ICSC Trade Show 10/16/19-10/17/19 Chicago IL - Lelo - PCard	010-2003-484910 \$	13.37
	10312019	I19-008261		11/18/2019	15	Batteries for Development Services - PCard	010-2001-460290 \$	38.92
	10312019	I19-008261		11/18/2019	16	Office Supplies for Development Services - PCard	010-2001-460100 \$	501.95
	10312019	I19-008261		11/18/2019	17	Supplies for ICSC Trade Show 10/16/19-10/17/19 - Lelo - PCard	010-2003-484910 \$	313.89
	10312019	I19-008261		11/18/2019	18	Supplies for ICSC Trade Show 10/16/19-10/17/19 Chicago IL - Lelo - PCard	010-2003-484910 \$	16.09
	10312019	I19-008261		11/18/2019	19	Office, electronic and other supplies for Development Services. - PCard	010-2001-460100 \$	93.65
	10312019	I19-008261		11/18/2019	19	Office, electronic and other supplies for Development Services. - PCard	010-2001-460120 \$	76.50
	10312019	I19-008261		11/18/2019	19	Office, electronic and other supplies for Development Services. - PCard	010-2001-460290 \$	37.98
	10312019	I19-008261		11/18/2019	20	Online Monthly Subscription to CoStar - Ed Lelo - PCard	010-2003-442850 \$	477.02
	10312019	I19-008261		11/18/2019	21	Office Supplies for Development Services -	010-2001-460100 \$	59.48

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						PCard		
	10312019	I19-008261		11/18/2019	22	Monthly water delivery for Development Services - PCard	010-2001-460150	\$ 118.86
	10312019	I19-008261		11/18/2019	23	Field trip for preschool senior program - PCard	283-4002-490990	\$ 1,020.00
	10312019	I19-008261		11/18/2019	24	Refund of tax charged on prior amazon purchase of supplies for preschool. - PCard	283-4002-490400	\$ -2.24
	10312019	I19-008261		11/18/2019	25	Field trip for junior preschool to "The Center" 10/15/19 - PCard	283-4002-490990	\$ 538.18
	10312019	I19-008261		11/18/2019	26	Field trip for Preschool at "The Center" - 10/15/19 - PCard	283-4002-490990	\$ 578.00
	10312019	I19-008261		11/18/2019	27	The Center field trip for preschool program. - PCard	283-4002-490990	\$ 524.02
	10312019	I19-008261		11/18/2019	28	The Center field trip for preschool. - PCard	283-4002-490990	\$ 176.13
	10312019	I19-008261		11/18/2019	29	Supplies for special activity for preschool - PCard	283-4002-490400	\$ 8.88
	10312019	I19-008261		11/18/2019	30	Supplies for preschool and young achiever programs - PCard	283-4002-490400	\$ 28.00
	10312019	I19-008261		11/18/2019	31	Halloween candy for preschool program - PCard	283-4002-490400	\$ 22.80
	10312019	I19-008261		11/18/2019	32	Cookies and cream for preschool program special events - PCard	283-4002-490400	\$ 18.39
	10312019	I19-008261		11/18/2019	33	Supplies for science for preschool program - PCard	283-4002-490400	\$ 60.00
	10312019	I19-008261		11/18/2019	34	Scratch Art Paper for Young Achiever program - PCard	283-4002-490400	\$ 13.98
	10312019	I19-008261		11/18/2019	35	cups for preschool program - PCard	283-4002-490400	\$ 76.30
	10312019	I19-008261		11/18/2019	36	PMI Chicagoland PM Symposium Registration Fee - PCard	010-1600-429100	\$ 299.00
	10312019	I19-008261		11/18/2019	37	D.Buick - GMIS International/Illinois Annual Membership Dues - July 1, 2019 through June 30, 2020. - PCard	010-1600-429200	\$ 200.00
	10312019	I19-008261		11/18/2019	38	media coverage for fall garage sale. - PCard	283-4008-442300	\$ 75.80
	10312019	I19-008261		11/18/2019	39	Outing for participants - volunteering in the village - PCard	283-4008-490100	\$ 47.60
	10312019	I19-008261		11/18/2019	40	Outing for participants - volunteering in the village. - PCard	283-4008-490100	\$ 213.60
	10312019	I19-008261		11/18/2019	41	Outing for participants - volunteering in the village. - PCard	283-4008-490100	\$ 164.80
	10312019	I19-008261		11/18/2019	42	Green Roof Individual Membership Renewal for B. Breunig 10/2019-10/2020 - PCard	283-4003-429200	\$ 160.00
	10312019	I19-008261		11/18/2019	43	IPRA Membership 1/1/20-12/31/20, B.Sprague - PCard	283-0000-150000	\$ 264.00
	10312019	I19-008261		11/18/2019	44	Tools for Parks garage. - PCard	283-4003-460170	\$ 117.92
	10312019	I19-008261		11/18/2019	45	Framing lumber for Centennial Park pavilion. - PCard	023-0000-470100	\$ 175.28
	10312019	I19-008261		11/18/2019	46	Lumber and steel for Centennial Park pavilion. - PCard	023-0000-470100	\$ 142.76
	10312019	I19-008261		11/18/2019	47	Replacement radio/back up camera display for 7264 - PCard	010-5006-461800	\$ 85.00
	10312019	I19-008261		11/18/2019	48	Miscellaneous supplies for PW - Streets. - PCard	010-5002-461990	\$ 58.08
	10312019	I19-008261		11/18/2019	49	extension poles for inlet cleaning (storm water crew) - PCard	010-5002-460170	\$ 79.96
	10312019	I19-008261		11/18/2019	50	Tools for mounting salt spreaders - PCard	010-5002-460170	\$ 36.57
	10312019	I19-008261		11/18/2019	51	SLynch - Arborist Certification Exam & Membership dues - PCard	010-5001-429200	\$ 170.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	10312019	I19-008261		11/18/2019	52	Brass repair parts for Water Tower number 5 level transducer. - PCard	031-6002-461700	\$ 13.16
	10312019	I19-008261		11/18/2019	53	Server Cabinet for fiber connection and Backup UPS for the Main Pump Station SCADA System. - PCard	031-6001-471250	\$ 738.18
	10312019	I19-008261		11/18/2019	54	Drone Monitor Mount - PCard	010-0000-130700	\$ 179.99
	10312019	I19-008261		11/18/2019	55	A7434 Carrier Purchase and Repairs - PCard	010-0000-130700	\$ 204.40
	10312019	I19-008261		11/18/2019	56	Limit switch for altitude valve at tank 5. - PCard	031-6002-460290	\$ 167.60
	10312019	I19-008261		11/18/2019	57	Pressure/Level gauge for tank 4 and pressure snubbers for tank 5 and tank 4. - PCard	031-6002-460290	\$ 163.51
	10312019	I19-008261		11/18/2019	58	Plumbing parts for vehicle mounted portable water tank. - PCard	031-6002-460290	\$ 14.64
	10312019	I19-008261		11/18/2019	59	Special socket for tightening water main clamps. - PCard	031-6002-460170	\$ 49.88
	10312019	I19-008261		11/18/2019	60	Paint and supplies for 131st Lift Station exterior. Ratchet and socket set for dig crew. - PCard	031-6002-460170	\$ 79.98
	10312019	I19-008261		11/18/2019	60	Paint and supplies for 131st Lift Station exterior. Ratchet and socket set for dig crew. - PCard	031-6003-461300	\$ 137.88
	10312019	I19-008261		11/18/2019	61	Cable ties and cable tie mounts for MPS wiring. - PCard	031-6002-460290	\$ 21.42
	10312019	I19-008261		11/18/2019	62	Tools for meter techs; bolts/ screws to mount conduit and cabinet at MPS. - PCard	031-6002-460170	\$ 69.82
	10312019	I19-008261		11/18/2019	62	Tools for meter techs; bolts/ screws to mount conduit and cabinet at MPS. - PCard	031-6002-460290	\$ 19.64
	10312019	I19-008261		11/18/2019	63	Criminal History Background - New Hire Jennifer Echols - PCard	010-1100-429520	\$ 15.00
	10312019	I19-008261		11/18/2019	64	Caulk for window near VMO. - PCard	010-1700-461300	\$ 37.68
	10312019	I19-008261		11/18/2019	65	Caulk for VMO windows. - PCard	010-1700-461300	\$ 56.52
	10312019	I19-008261		11/18/2019	66	Adhesive for new office placards. - PCard	010-1700-460290	\$ 9.96
	10312019	I19-008261		11/18/2019	67	HR plumbing rough in supplies - PCard	010-1700-461300	\$ 573.55
	10312019	I19-008261		11/18/2019	68	Building and misc. supplies for ice rink. - PCard	010-1700-461300	\$ 39.98
	10312019	I19-008261		11/18/2019	68	Building and misc. supplies for ice rink. - PCard	010-1700-461990	\$ 50.52
	10312019	I19-008261		11/18/2019	69	Supplies to install HR kitchenette. - PCard	010-1700-461300	\$ 310.56
	10312019	I19-008261		11/18/2019	70	Building supplies to repair water leak at OPHFC in mens locker room. - PCard	010-1700-461300	\$ 69.48
	10312019	I19-008261		11/18/2019	71	Village Hall HR remodel electric and equipment supplies. - PCard	010-1700-460180	\$ 69.98
	10312019	I19-008261		11/18/2019	71	Village Hall HR remodel electric and equipment supplies. - PCard	010-1700-461200	\$ 64.65
	10312019	I19-008261		11/18/2019	72	Materials for Recreation Administration water leak repair. - PCard	010-1700-461300	\$ 18.48
	10312019	I19-008261		11/18/2019	73	Accidental personal purchase. Reimbursement deposited. - PCard	283-4002-490990	\$ 82.31
	10312019	I19-008261		11/18/2019	74	Accidental personal charge on Village Pcard. Reimbursement deposited. - PCard	283-4002-490990	\$ 2.62
	10312019	I19-008261		11/18/2019	75	Accidental personal purchase on Village Pcard. Reimbursement deposited. - PCard	283-4002-490990	\$ 45.03
	10312019	I19-008261		11/18/2019	76	Crimping tools for sprinkler clamps. - PCard	283-4003-460170	\$ 29.96
	10312019	I19-008261		11/18/2019	77	Screwdriver set for P&G garage. - PCard	283-4003-460170	\$ 19.98
	10312019	I19-008261		11/18/2019	78	Snow plow stakes for village grounds. - PCard	010-1900-461990	\$ 136.80
	10312019	I19-008261		11/18/2019	79	Hardy mums for planters at various buildings	010-1900-464800	\$ 123.68

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						throughout the Village. - PCard		
	10312019	I19-008261		11/18/2019	80	Bulb auger and hose nozzle for Parks & Grounds. - PCard	283-4003-460170	\$ 23.36
	10312019	I19-008261		11/18/2019	81	Chainsaw chains for P&G. - PCard	283-4003-460170	\$ 409.41
	10312019	I19-008261		11/18/2019	82	Drill bits and sawzall blades for Aquatic Center. - PCard	283-4005-460170	\$ 203.88
	10312019	I19-008261		11/18/2019	83	Mini refrigerator for Parks office. - PCard	283-4003-460180	\$ 179.00
	10312019	I19-008261		11/18/2019	84	Fitting for blowing misters out and air tool kit at Aquatic Center. - PCard	283-4005-460170	\$ 10.98
	10312019	I19-008261		11/18/2019	84	Fitting for blowing misters out and air tool kit at Aquatic Center. - PCard	283-4005-461650	\$ 32.12
	10312019	I19-008261		11/18/2019	85	Repair springs for women's hand dryer at Aquatic Center. - PCard	283-4005-461300	\$ 44.91
	10312019	I19-008261		11/18/2019	86	Eucobar finishing and mason string for concrete at Centennial Park pavilion. - PCard	023-0000-470100	\$ 247.97
	10312019	I19-008261		11/18/2019	87	Lumber and paint supplies for pavilion repairs. - PCard	283-4003-461990	\$ 251.31
	10312019	I19-008261		11/18/2019	88	Concrete and tools for various park repairs. - PCard	283-4003-460170	\$ 117.92
	10312019	I19-008261		11/18/2019	88	Concrete and tools for various park repairs. - PCard	283-4003-462900	\$ 255.96
	10312019	I19-008261		11/18/2019	89	Paint for Veterans pavilion. - PCard	283-4003-461990	\$ 60.00
	10312019	I19-008261		11/18/2019	90	Tools, radio and miscellaneous supplies for Park's garage. - PCard	283-4003-460170	\$ 659.07
	10312019	I19-008261		11/18/2019	90	Tools, radio and miscellaneous supplies for Park's garage. - PCard	283-4003-461990	\$ 17.46
	10312019	I19-008261		11/18/2019	91	Concrete for memorial plaques. - PCard	283-4003-462900	\$ 10.15
	10312019	I19-008261		11/18/2019	92	Medium density fiberboard panels and tools for table in cage at PW. - PCard	283-4003-460170	\$ 17.55
	10312019	I19-008261		11/18/2019	92	Medium density fiberboard panels and tools for table in cage at PW. - PCard	283-4003-461990	\$ 45.35
	10312019	I19-008261		11/18/2019	93	Keys and key rings for locks at PW and P&G offices. - PCard	283-4003-461300	\$ 46.00
	10312019	I19-008261		11/18/2019	94	Drainage repair supplies for field 4 at Centennial Park. - PCard	283-4003-461990	\$ 6.28
	10312019	I19-008261		11/18/2019	94	Drainage repair supplies for field 4 at Centennial Park. - PCard	283-4003-463300	\$ 42.49
	10312019	I19-008261		11/18/2019	95	Registration for PW employee, Keith Rusch to attend Will Roads Deicing Workshop on 10/16/19 - PCard	010-5001-429100	\$ 45.00
	10312019	I19-008261		11/18/2019	96	Returned Brewfest Spirits - PCard	010-9450-464100	\$ -87.98
	10312019	I19-008261		11/18/2019	97	Gift card for Holiday Fest Gingerbread House Contest winner - PCard	010-9450-460290	\$ 25.00
	10312019	I19-008261		11/18/2019	98	Kids New Years celebration decor supplies; North Pole Express supplies - PCard	010-9450-460290	\$ 4.94
	10312019	I19-008261		11/18/2019	98	Kids New Years celebration decor supplies; North Pole Express supplies - PCard	283-4002-490400	\$ 228.47
	10312019	I19-008261		11/18/2019	99	North Pole Express crafts - PCard	283-4002-490400	\$ 165.48
	10312019	I19-008261		11/18/2019	100	Kids New Years Eve party balloon drop net and balloons - PCard	010-9450-460290	\$ 118.78
	10312019	I19-008261		11/18/2019	101	Holiday Fest game supplies; outdoor light decor - PCard	010-9450-460290	\$ 116.15
	10312019	I19-008261		11/18/2019	102	North Pole Express decor supplies - PCard	283-4002-490400	\$ 10.80
	10312019	I19-008261		11/18/2019	103	North Pole Express and Holiday Fest supplies - PCard	010-9450-460290	\$ 32.12
	10312019	I19-008261		11/18/2019	103	North Pole Express and Holiday Fest supplies - PCard	283-4002-490400	\$ 32.08

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	10312019	I19-008261		11/18/2019	104	Miscellaneous supplies for repairs at Centennial Pool. - PCard	010-1700-461990 \$	5.21
	10312019	I19-008261		11/18/2019	105	Miscellaneous supplies for repairs at Centennial Pool. - PCard	010-1700-461990 \$	3.25
	10312019	I19-008261		11/18/2019	106	New outlet for Village Hall sound system - PCard	010-1700-461200 \$	8.86
	10312019	I19-008261		11/18/2019	107	Water softener pellets for PD. - PCard	010-1700-461300 \$	71.88
	10312019	I19-008261		11/18/2019	108	Material for the replacement of circulation pump #2 at FLC. - PCard	010-1700-461300 \$	37.47
	10312019	I19-008261		11/18/2019	109	Material for pump replacements on RS1 and RS2 at FLC. - PCard	010-1700-461300 \$	264.29
	10312019	I19-008261		11/18/2019	110	Material for pump replacement for RS1 and RS2 at FLC. - PCard	010-1700-461300 \$	5.18
	10312019	I19-008261		11/18/2019	111	Prisoner Meal food - PCard	010-7002-464100 \$	77.74
	10312019	I19-008261		11/18/2019	112	Baked goods for Grant meeting - PCard	010-7002-464100 \$	20.00
	10312019	I19-008261		11/18/2019	113	Locks for Evidence Lockers in Evidence Garage - PCard	010-7002-460290 \$	64.92
	10312019	I19-008261		11/18/2019	114	Lunch For CIT Grant Meeting - Interagency Working Group - PCard	010-7002-464100 \$	42.95
	10312019	I19-008261		11/18/2019	115	clip lights for lockup - PCard	010-7002-460290 \$	29.82
	10312019	I19-008261		11/18/2019	116	flashlights and clip lights for lockup - PCard	010-7002-460290 \$	68.96
	10312019	I19-008261		11/18/2019	117	IACP conference registration for Chief McCarthy - PCard	010-7002-429100 \$	160.00
	10312019	I19-008261		11/18/2019	118	Program supplies - pickleballs for Sportsplex. - PCard	283-4007-490400 \$	89.97
	10312019	I19-008261		11/18/2019	119	Office and electronic supplies for Village Managers Office. - PCard	010-1100-460100 \$	32.19
	10312019	I19-008261		11/18/2019	119	Office and electronic supplies for Village Managers Office. - PCard	010-1100-460120 \$	49.01
	10312019	I19-008261		11/18/2019	120	LiveWell Lunch with the Boss - IVM Dubelbeis with BIS staff. - PCard	010-1100-429990 \$	48.40
	10312019	I19-008261		11/18/2019	121	LiveWell Lunch with the Boss - Tom with Recreation Administration staff. - PCard	010-1100-429990 \$	91.50
	10312019	I19-008261		11/18/2019	122	LiveWell Lunch with the Boss - IVM Dubelbeis with Sportsplex staff. - PCard	010-1100-429990 \$	67.50
	10312019	I19-008261		11/18/2019	123	Pastries for executive staff meeting on 10/14/19 - PCard	010-1100-460150 \$	36.00
	10312019	I19-008261		11/18/2019	124	Office supplies - Five 5 tier metal office document organizer tray for VM Koczwaras office - PCard	010-1100-460100 \$	131.15
	10312019	I19-008261		11/18/2019	125	Amazon return of two 5 tier metal office document organizer trays. \$26.23 each - PCard	010-1100-460100 \$	-52.46
	10312019	I19-008261		11/18/2019	126	Refund for Poll Everywhere accidental charge. - PCard	010-9400-432990 \$	-199.00
	10312019	I19-008261		11/18/2019	127	Reimbursement for Poll Everywhere accidental charge. - PCard	010-9400-432990 \$	-199.00
	10312019	I19-008261		11/18/2019	128	Snacks and supplies for After School Pals. - PCard	283-4002-490400 \$	149.39
	10312019	I19-008261		11/18/2019	129	SSPRPA meeting fee for Andrea Smaga. - PCard	283-4001-429100 \$	10.00
	10312019	I19-008261		11/18/2019	130	SSPRPA meeting fee for Andrea Smaga. - PCard	283-4001-429100 \$	12.00
	10312019	I19-008261		11/18/2019	131	Art supplies for early enrichment. - PCard	283-4002-490400 \$	83.77
	10312019	I19-008261		11/18/2019	132	Food and beverage purchase for special recreation participants and staff on Wis Dells getaway. - PCard	283-4008-490100 \$	246.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	10312019	I19-008261		11/18/2019	133	Payment for two special recreation dances at NWCSRA. Hawaiian Luau and Turkey Trot - PCard	283-4008-490100	\$ 1,440.00
	10312019	I19-008261		11/18/2019	134	Ticket purchase for special recreation participants and staff for special event on 10/26. - PCard	283-4008-490100	\$ 449.55
	10312019	I19-008261		11/18/2019	135	Food and beverage purchase for in house Special Recreation Pumpkin Carve Of party on 10/25. - PCard	283-4008-490400	\$ 115.39
	10312019	I19-008261		11/18/2019	136	Police Department registration fee Career Fair at Western Illinois University on 10-08-19 - PCard	010-7002-429100	\$ 75.00
	10312019	I19-008261		11/18/2019	137	Lunch for Citizens Police Academy participants - PCard	010-7002-464100	\$ 67.99
	10312019	I19-008261		11/18/2019	138	Baked goods for Citizens Police Academy participants on 10-12-19 - PCard	010-7002-464100	\$ 41.97
	10312019	I19-008261		11/18/2019	139	Award medals and bars for awards ceremony 11-14-19 - PCard	010-7002-484850	\$ 723.00
	10312019	I19-008261		11/18/2019	140	Refund for additional award medal ordered in error - PCard	010-7002-484850	\$ -19.00
	10312019	I19-008261		11/18/2019	141	Child Safety Seat re-certification for Phillip Glecier - PCard	010-7002-429200	\$ 55.00
	10312019	I19-008261		11/18/2019	142	IACP conference registration for Deputy Chief Mitchell - PCard	010-7002-429100	\$ 160.00
	10312019	I19-008261		11/18/2019	143	Hotel stay for Brendan McMahon - Animal Control training from 10-20-19 to 10-24-19 - PCard	010-7002-429400	\$ 333.00
	10312019	I19-008261		11/18/2019	144	A.Mampe - Inflight WIFI - Innoprise Conference - PCard	010-1400-429400	\$ 8.00
	10312019	I19-008261		11/18/2019	145	A.Mampe - Uber to Midway Airport - Innoprise User Group Conference - PCard	010-1400-429400	\$ 42.44
	10312019	I19-008261		11/18/2019	146	A.Mampe - Innoprise Conference - Dinner - 10.7.19 - PCard	010-1400-429400	\$ 21.04
	10312019	I19-008261		11/18/2019	147	A.Mampe - Uber - Innoprise Conference - Denver Airport to Conference Center - PCard	010-1400-429400	\$ 23.40
	10312019	I19-008261		11/18/2019	148	Charged in error - A.Mampe reimbursed Village - PCard	010-1400-484990	\$ 4.08
	10312019	I19-008261		11/18/2019	149	A.Mampe - Innoprise Conference - Breakfast - PCard	010-1400-429400	\$ 8.84
	10312019	I19-008261		11/18/2019	150	A.Mampe - Innoprise Conference - Dinner - PCard	010-1400-429400	\$ 25.31
	10312019	I19-008261		11/18/2019	151	Inflight WIFI - Innoprise Conference - A.Mampe - PCard	010-1400-429400	\$ 8.00
	10312019	I19-008261		11/18/2019	152	A.Mampe - Innoprise Conference - Breakfast - 10/9 - PCard	010-1400-429400	\$ 10.08
	10312019	I19-008261		11/18/2019	153	A.Mampe - Uber - Innoprise Conference - Conference Center to Denver Airport - PCard	010-1400-429400	\$ 16.96
	10312019	I19-008261		11/18/2019	154	A.Mampe - Lodging - Innoprise Conference - 10/7 - 10/9 - PCard	010-1400-429400	\$ 463.18
	10312019	I19-008261		11/18/2019	155	A.Mampe - Innoprise Conference - Lunch - 10/9/19 - PCard	010-1400-429400	\$ 16.89
	10312019	I19-008261		11/18/2019	156	3Q 2019 941 Filing - PCard	010-1400-484990	\$ 5.49
	10312019	I19-008261		11/18/2019	157	Food and Beverage Purchase for special recreation participants attending dine out program - PCard	283-4008-490100	\$ 298.55
	10312019	I19-008261		11/18/2019	158	Food and beverage purchase for special recreation participants attending dine out program - PCard	283-4008-490100	\$ 222.60
	10312019	I19-008261		11/18/2019	159	Food and beverage purchase for participants	283-4008-490100	\$ 45.48

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						attending special recreations Monday Night Football program - PCard		
	10312019	I19-008261		11/18/2019	160	Food and beverage purchase for participants attending special recreation dine out program - PCard	283-4008-490100	\$ 239.84
	10312019	I19-008261		11/18/2019	161	Food and beverage purchase for special recreation participants attending dine out program - PCard	283-4008-490100	\$ 241.10
	10312019	I19-008261		11/18/2019	162	Food and beverage purchase for special recreation participants attending Dine Out program - PCard	283-4008-490100	\$ 201.23
	10312019	I19-008261		11/18/2019	163	Office, electronic and misc. supplies for Civic Center. - PCard	021-1800-460100	\$ 136.32
	10312019	I19-008261		11/18/2019	163	Office, electronic and misc. supplies for Civic Center. - PCard	021-1800-460120	\$ 22.78
	10312019	I19-008261		11/18/2019	163	Office, electronic and misc. supplies for Civic Center. - PCard	021-1800-484915	\$ 35.93
	10312019	I19-008261		11/18/2019	164	Purchased oven mitts for oven safety for Civic Center - PCard	021-1800-460290	\$ 15.98
	10312019	I19-008261		11/18/2019	165	Food for Civic Center Board Meeting - PCard	021-1800-464100	\$ 15.00
	10312019	I19-008261		11/18/2019	166	Food for Civic Center Board Meeting - PCard	021-1800-464100	\$ 75.00
	10312019	I19-008261		11/18/2019	167	Registration for Illinois Parks and Recreation Association Annual Conference in January 2020 for Kathleen Michau - PCard	283-4001-429100	\$ 182.00
	10312019	I19-008261		11/18/2019	168	IPRA Membership renewal Kurt Heinlen 1/2020-12/2020 - PCard	283-0000-150000	\$ 264.00
	10312019	I19-008261		11/18/2019	169	Direct TV service for Splex (10/25/19 - 11/24/19) - PCard	283-4007-441800	\$ 289.97
	10312019	I19-008261		11/18/2019	170	business cards for DGeghen - PCard	283-4001-460140	\$ 36.77
	10312019	I19-008261		11/18/2019	171	Sportsplex iPad 2 - battery repair/ replacement. - PCard	283-4007-443200	\$ 119.99
	10312019	I19-008261		11/18/2019	172	DGeghen - Lunch at Club Industry workshop 10/11/17 - PCard	283-4001-429400	\$ 27.86
	10312019	I19-008261		11/18/2019	173	D.Geghen - Parking for Club Industry event 10/11/19 - PCard	283-4001-429400	\$ 8.00
	10312019	I19-008261		11/18/2019	174	Facebook post for Senior Week - PCard	283-4007-442300	\$ 10.00
	10312019	I19-008261		11/18/2019	175	Candy for Halloween parade - PCard	283-4007-460150	\$ 22.48
	10312019	I19-008261		11/18/2019	176	Monthly subscription for I-stock images - PCard	283-4001-442850	\$ 40.00
	10312019	I19-008261		11/18/2019	177	Annual IPRA membership renewal (1/2020 to 12/2020)N. Flores - PCard	283-0000-150000	\$ 264.00
	10312019	I19-008261		11/18/2019	178	Constant Contact - Annual Subscription - PCard	010-1600-442850	\$ 1,560.00
	10312019	I19-008261		11/18/2019	179	Safety training videos for Parks & Grounds. - PCard	283-4003-460240	\$ 561.85
	10312019	I19-008261		11/18/2019	180	IPRA 2020 membership renewal for G. Couch - PCard	283-4003-429200	\$ 264.00
	10312019	I19-008261		11/18/2019	181	IPRA membership - Irene Buikema 1/2020 - 12/2020 - PCard	283-0000-150000	\$ 264.00
	10312019	I19-008261		11/18/2019	182	AVM Summers working lunch with DB while attending the ICMA Conference in Nashville. - PCard	010-1100-429400	\$ 42.46
	10312019	I19-008261		11/18/2019	183	AVM Summers - Taxi from Airport - ICMA Conference in Nashville. - PCard	010-1100-429400	\$ 30.00
	10312019	I19-008261		11/18/2019	184	AVM Summers & A. Zayyad - Lunch - ICMA Conference in Nashville - PCard	010-1100-429400	\$ 34.50
	10312019	I19-008261		11/18/2019	185	AVM Summers - Breakfast - ICMA Conference in Nashville - PCard	010-1100-429400	\$ 3.27

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	10312019	I19-008261		11/18/2019	186	AVM Summers & Ahmad Zayyad taxi to airport - ICMA Conference in Nashville - PCard	010-1100-429400 \$	36.98
	10312019	I19-008261		11/18/2019	187	AVM Summers Lunch - ICMA Conference in Nashville - PCard	010-1100-429400 \$	16.44
	10312019	I19-008261		11/18/2019	188	AVM Summers & A.Zayyad - Breakfast - ICMA Conference in Nashville. - PCard	010-1100-429400 \$	29.57
	10312019	I19-008261		11/18/2019	189	AVM Summers Hotel expense while attending the 2019 ICMA Conference 10.20.19 - 10.23.19. - PCard	010-1100-429400 \$	768.15
	10312019	I19-008261		11/18/2019	190	AVM Summers - Taxi cab from Airport. - PCard	010-1100-429400 \$	62.25
	10312019	I19-008261		11/18/2019	191	Sports Banquet: Special Olympics Athletes and Coaches Awards. - PCard	283-4008-490700 \$	2,738.90
	10312019	I19-008261		11/18/2019	192	Owls Bocce Ball: Special Olympics Athletes T-Shirts. - PCard	283-4008-490410 \$	228.50
	10312019	I19-008261		11/18/2019	193	Special Olympics State Volleyball Tournament: Four Hotel Rooms For Special Olympics Athletes and Coaches. - PCard	283-4008-490700 \$	405.84
	10312019	I19-008261		11/18/2019	194	Equipment repair parts for crane on truck 6044 - PCard	010-5006-461700 \$	394.69
	10312019	I19-008261		11/18/2019	195	Auto/Truck repair parts-weatherstripping materials for engine cover on 7298 - PCard	010-5006-461800 \$	7.68
	10312019	I19-008261		11/18/2019	196	Equipment repair parts for inverter in 6093 and Police portable generator - PCard	010-5006-461700 \$	161.90
	10312019	I19-008261		11/18/2019	197	Auto/truck repair parts-replacement safety decals for aerial bucket on truck 5246 - PCard	010-5006-461800 \$	25.62
	10312019	I19-008261		11/18/2019	198	Auto/Truck repair parts-additional weatherstripping for the engine cover enclosure on 7298 - PCard	010-5006-461800 \$	15.98
	10312019	I19-008261		11/18/2019	199	Replacement hydraulic hoses for 5216 - PCard	010-5006-461800 \$	398.88
	10312019	I19-008261		11/18/2019	200	Fuel island service call for repairs needed, initial visit - PCard	010-5001-443200 \$	332.75
	10312019	I19-008261		11/18/2019	201	Misc repair supply (duck tape) and equipment parts (garden hose adapter) for 4196 - PCard	010-5006-461700 \$	9.98
	10312019	I19-008261		11/18/2019	201	Misc repair supply (duck tape) and equipment parts (garden hose adapter) for 4196 - PCard	010-5006-461990 \$	9.96
	10312019	I19-008261		11/18/2019	202	Snow fighting parts-hydraulic hose connection block guide pins for the front and wing plow functionality on 5236 - PCard	010-5006-461720 \$	39.77
	10312019	I19-008261		11/18/2019	203	Replacement equipment tires for Kubota brand utility carts-tax charged reimbursement is in the process - PCard	010-5006-461890 \$	265.43
	10312019	I19-008261		11/18/2019	204	Misc repair supply and blended 2 cycle engine gasoline - PCard	010-5006-461990 \$	8.06
	10312019	I19-008261		11/18/2019	204	Misc repair supply and blended 2 cycle engine gasoline - PCard	010-5006-462100 \$	18.98
	10312019	I19-008261		11/18/2019	205	Snow fighting parts(rewet pumps) and hour meters for pressure washers at CPAC - PCard	010-5006-461700 \$	20.38
	10312019	I19-008261		11/18/2019	205	Snow fighting parts(rewet pumps) and hour meters for pressure washers at CPAC - PCard	010-5006-461720 \$	282.16
	10312019	I19-008261		11/18/2019	206	Misc repair supply-exchange oxygen bottle for cutting torch in V&E - PCard	010-5006-461990 \$	35.50
	10312019	I19-008261		11/18/2019	207	Auto/truck part-replacement alternator for 7298 - PCard	010-5006-461800 \$	225.00
	10312019	I19-008261		11/18/2019	208	Snow fighting parts-replacement hydraulic hose fitting for new style spinner motors -	010-5006-461720 \$	9.68

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						PCard		
	10312019	I19-008261		11/18/2019	209	Food grade lubricant for salt conveyors in 5236 & 6019 - PCard	010-5006-462200	\$ 234.00
	10312019	I19-008261		11/18/2019	210	Picture Wire and Tape to hang pictures in Civic Center Bathroom - PCard	021-1800-460290	\$ 15.94
	10312019	I19-008261		11/18/2019	211	Iced Tea for event at Civic Center. - PCard	021-1800-484915	\$ 8.94
	10312019	I19-008261		11/18/2019	212	Dance props/supplies for Youth Dance Classes - PCard	283-4002-490400	\$ 10.80
	10312019	I19-008261		11/18/2019	213	Dance props/supplies for Youth Dance classes - PCard	283-4002-490400	\$ 37.97
	10312019	I19-008261		11/18/2019	214	IPRA Annual Dues, J. Petrow. Jan. 2020-Dec. 2020 - PCard	283-0000-150000	\$ 264.00
	10312019	I19-008261		11/18/2019	215	IPRA Soaring New Heights Conference Registration, J. Petrow 1/24/20. - PCard	283-4001-429100	\$ 205.00
	10312019	I19-008261		11/18/2019	216	Deposit for Legally Blonde Rights and Royalties - PCard	283-4002-490470	\$ 400.00
	10312019	I19-008261		11/18/2019	217	Electronic Perusal for Theater. - PCard	283-4002-490470	\$ 5.00
	10312019	I19-008261		11/18/2019	218	Dance Parent's Night Out snacks. - PCard	283-4002-490400	\$ 7.99
	10312019	I19-008261		11/18/2019	219	Costumes for Dance competition. - PCard	283-4002-490400	\$ 245.94
	10312019	I19-008261		11/18/2019	220	Brewfest - Food(meal) - PCard	010-9450-464100	\$ 7,276.88
	10312019	I19-008261		11/18/2019	221	Pumpkin Party - Snack supplies - PCard	010-9450-460290	\$ 55.88
	10312019	I19-008261		11/18/2019	222	IPRA Conf Reg Fee - DBiela - PCard	283-4001-429100	\$ 375.00
	10312019	I19-008261		11/18/2019	223	SPRA Talent Showcase Reg Fee - DBiela, ACann, LMikulski - PCard	283-4001-429100	\$ 96.00
	10312019	I19-008261		11/18/2019	224	IPRA Membership Dues - DBiela- 1/2020-12/2020 - PCard	283-0000-150000	\$ 264.00
	10312019	I19-008261		11/18/2019	225	Brewfest - Souvenir Glass - PCard	010-9450-460290	\$ 1,139.13
	10312019	I19-008261		11/18/2019	226	Battery and battery case for trolling motor. - PCard	283-4003-460290	\$ 150.98
	10312019	I19-008261		11/18/2019	227	Various tools for Parks garage. - PCard	283-4003-460170	\$ 311.33
	10312019	I19-008261		11/18/2019	228	Tools for Parks garage and M. Solner - PCard	283-4003-460170	\$ 831.82
	10312019	I19-008261		11/18/2019	229	Cement stakes for concrete work done at Centennial pavilion project. - PCard	023-0000-470100	\$ 78.21
	10312019	I19-008261		11/18/2019	230	Framing lumber for Centennial Park pavilion. - PCard	023-0000-470100	\$ 83.40
	10312019	I19-008261		11/18/2019	231	Preschool Christmas craft supplies including food items for crafts; clothing items and storage items for classrooms - PCard	283-4002-490400	\$ 126.13
	10312019	I19-008261		11/18/2019	232	Christmas craft supplies for preschool - PCard	283-4002-490400	\$ 40.89
	10312019	I19-008261		11/18/2019	233	Electrical supplies to repair light fixtures at CAC. - PCard	010-1700-461200	\$ 39.87
	10312019	I19-008261		11/18/2019	234	Miscellaneous hardware and tool for Building Maintenance repairs. - PCard	010-1700-460170	\$ 3.08
	10312019	I19-008261		11/18/2019	234	Miscellaneous hardware and tool for Building Maintenance repairs. - PCard	010-1700-461300	\$ 18.85
	10312019	I19-008261		11/18/2019	235	matching garbage cans requested by new village manager - PCard	010-1700-460290	\$ 19.96
	10312019	I19-008261		11/18/2019	236	additional garbage can requested by new village manager to match previous cans purchased - PCard	010-1700-460290	\$ 9.98
	10312019	I19-008261		11/18/2019	237	Extreme mounting tape for new name plaques. - PCard	010-1700-461300	\$ 71.84
	10312019	I19-008261		11/18/2019	238	Epoxy coating to repair damaged garage floor at the parking garage - PCard	282-0000-461300	\$ 348.98
	10312019	I19-008261		11/18/2019	239	Budget Meeting Dinner for Sept. 30, 2019 for	010-1500-464100	\$ 182.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						Elected Officials and Directors - PCard		
	10312019	I19-008261		11/18/2019	240	Veterans Awards for Luncheon - PCard	010-8100-484850	\$ 247.28
	10312019	I19-008261		11/18/2019	241	Mayor Pekau registration - ICSC Deal Making Conference - October 16 & 17, 2019 - PCard	010-1500-429400	\$ 95.00
	10312019	I19-008261		11/18/2019	242	State Liquor License application fee for Veteran's Commission Luncheon - October 20, 2019. - PCard	010-8100-429200	\$ 50.00
	10312019	I19-008261		11/18/2019	243	State Liquor License fee for Veteran's Commission Luncheon - October 20, 2019. - PCard	010-8100-429200	\$ 1.18
	10312019	I19-008261		11/18/2019	244	Budget Dinner for October 10, 2019 for elected officials - PCard	010-1500-464100	\$ 136.48
	10312019	I19-008261		11/18/2019	245	Gatto's Receipt refund from Budget meeting 9 9 19, tax refund. see p card transaction #17847 - PCard	010-1500-464100	\$ -11.48
	10312019	I19-008261		11/18/2019	246	Budget Meeting Dinner for Officials from city BBQ on October 15th, 2019 - PCard	010-1500-464100	\$ 257.25
	10312019	I19-008261		11/18/2019	247	Budget Meeting dinner for Officials - October 17, 2019 - PCard	010-1500-464100	\$ 164.75
	10312019	I19-008261		11/18/2019	248	Supplies for the Mayor's New Business Event on 10 22 2019 - PCard	010-1500-460150	\$ 11.00
	10312019	I19-008261		11/18/2019	249	New Business Meeting Breakfast - October 22, 2019. - PCard	010-1500-460150	\$ 300.00
	10312019	I19-008261		11/18/2019	250	Mayors New Business Event food-10/22/19 - PCard	010-1500-464100	\$ 15.28
	10312019	I19-008261		11/18/2019	251	Shirts for Veterans Commission - PCard	010-8100-484990	\$ 256.59
	10312019	I19-008261		11/18/2019	252	Veterans Flags for students at Veterans Day event - PCard	010-8100-460290	\$ 27.99
	10312019	I19-008261		11/18/2019	253	Mayors office On-line Crains subscription for 2019-2020. - PCard	010-1500-429300	\$ 59.50
	10312019	I19-008261		11/18/2019	254	Budget meeting Dinner for 10 28 19 for Officials - PCard	010-1500-464100	\$ 115.60
	10312019	I19-008261		11/18/2019	255	Office supplies for the museum. - PCard	028-0000-460100	\$ 63.82
	10312019	I19-008261		11/18/2019	256	Archival supplies for the museum. - PCard	028-0000-460290	\$ 111.49
	10312019	I19-008261		11/18/2019	257	Refreshments for Ghosts of Rt 66 program at museum. - PCard	028-0000-484990	\$ 49.40
	10312019	I19-008261		11/18/2019	258	Refreshments for Dracula program at the museum. - PCard	028-0000-484990	\$ 16.48
	10312019	I19-008261		11/18/2019	259	Double-sided tape needed for the museum. - PCard	028-0000-460100	\$ 5.98
	10312019	I19-008261		11/18/2019	260	Dinner - ICMA Conference (A.Zayyad) - PCard	010-1100-429400	\$ 20.21
	10312019	I19-008261		11/18/2019	261	(A.Zayyad) Cab Fare From Nashville Airport to Hotel - part of ICMA conference - PCard	010-1100-429400	\$ 35.00
	10312019	I19-008261		11/18/2019	262	Breakfast during ICMA Conference (A.Zayyad) - PCard	010-1100-429400	\$ 6.38
	10312019	I19-008261		11/18/2019	263	Hotel stay for ICMA Conference (A.Zayyad) - PCard	010-1100-429400	\$ 1,369.96
	10312019	I19-008261		11/18/2019	264	NZegar - iCloud storage - PCard	010-1201-441100	\$ 2.99
	10312019	I19-008261		11/18/2019	265	IPRA Membership Renewal, R. Piattoni 1/2020-12/2020 - PCard	283-0000-150000	\$ 264.00
	10312019	I19-008261		11/18/2019	266	CPRP Renewal for R. Piattoni - PCard	283-4001-429200	\$ 75.00
	10312019	I19-008261		11/18/2019	267	World Waterpark Membership Renewal 11/1/19 - 10/31/20 - PCard	283-4005-429200	\$ 429.00
	10312019	I19-008261		11/18/2019	268	Gatorade Cups for 2019 Turkey Trot water stations - PCard	283-4002-490400	\$ 67.61
	10312019	I19-008261		11/18/2019	269	2019 Turkey Trot Supplies (safety pins, spray	283-4002-490400	\$ 220.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						chalk, pennant flagging) - PCard		
	10312019	I19-008261		11/18/2019	270	Sanitary Clean Out Box for PW Sewer division - PCard	031-6003-463100 \$	63.00
	10312019	I19-008261		11/18/2019	271	Concrete bags for PW Water & Sewer division repairs. - PCard	031-6007-462900 \$	11.55
	10312019	I19-008261		11/18/2019	272	Air Monitoring Test - PW Water & Sewer - PCard	031-6002-460290 \$	337.00
	10312019	I19-008261		11/18/2019	273	Renewal for American Society of Landscape Architects for M. Mazza 2020 - PCard	283-4003-429200 \$	485.00
	10312019	I19-008261		11/18/2019	274	Flower bulbs for various park sites. - PCard	283-4003-464800 \$	126.00
	10312019	I19-008261		11/18/2019	275	Office supplies for M. Mazza - PCard	283-4003-460100 \$	53.70
	10312019	I19-008261		11/18/2019	276	J. Rajca ISA exam fee. - PCard	283-4003-429100 \$	170.00
	10312019	I19-008261		11/18/2019	277	Dewalt 20V battery for P&G and Aquatic Center. - PCard	283-4003-460170 \$	310.86
	10312019	I19-008261		11/18/2019	277	Dewalt 20V battery for P&G and Aquatic Center. - PCard	283-4005-460170 \$	466.29
	10312019	I19-008261		11/18/2019	278	Tools, safety supplies and miscellaneous supplies for Parks and Aquatic Center. - PCard	283-4003-460100 \$	28.23
	10312019	I19-008261		11/18/2019	278	Tools, safety supplies and miscellaneous supplies for Parks and Aquatic Center. - PCard	283-4003-460170 \$	179.00
	10312019	I19-008261		11/18/2019	278	Tools, safety supplies and miscellaneous supplies for Parks and Aquatic Center. - PCard	283-4003-461990 \$	198.80
	10312019	I19-008261		11/18/2019	278	Tools, safety supplies and miscellaneous supplies for Parks and Aquatic Center. - PCard	283-4003-464700 \$	194.00
	10312019	I19-008261		11/18/2019	278	Tools, safety supplies and miscellaneous supplies for Parks and Aquatic Center. - PCard	283-4005-460170 \$	277.85
	10312019	I19-008261		11/18/2019	279	Long point sharpener for M. Mazza office. - PCard	283-4003-460100 \$	5.80
	10312019	I19-008261		11/18/2019	280	Dewalt tools for P&G garage and Aquatic Center. - PCard	283-4003-460170 \$	224.51
	10312019	I19-008261		11/18/2019	280	Dewalt tools for P&G garage and Aquatic Center. - PCard	283-4005-460170 \$	594.67
	10312019	I19-008261		11/18/2019	281	Keurig coffee maker for M. Mazza office. - PCard	283-4003-460180 \$	79.00
	10312019	I19-008261		11/18/2019	282	Wall mount pencil sharpener for Parks garage. - PCard	283-4003-460100 \$	24.45
	10312019	I19-008261		11/18/2019	283	IPRA 2020 membership renewal for M. Mazza. - PCard	283-4003-429200 \$	264.00
	10312019	I19-008261		11/18/2019	284	Tool replacements for JHC garage. - PCard	283-4003-460170 \$	1,012.92
	10312019	I19-008261		11/18/2019	285	Batteries for P&G.- Items returned. Credit will show in November. - PCard	283-4003-460170 \$	434.99
	10312019	I19-008261		11/18/2019	286	Food & Refreshments for Orland Park Veterans Luncheon on 10.20.19 - PCard	010-8100-464100 \$	115.81
	10312019	I19-008261		11/18/2019	287	gaskets for pump replacement at flic - PCard	010-1700-461300 \$	31.38
	10312019	I19-008261		11/18/2019	288	Water heater for HR remodel. - PCard	010-1700-461300 \$	202.00
	10312019	I19-008261		11/18/2019	289	Moth balls for storage - Building Maintenance - PCard	010-1700-460290 \$	13.98
	10312019	I19-008261		11/18/2019	290	Insulation for pipes in ceiling for remodel at VH - PCard	010-1700-461300 \$	225.80
	10312019	I19-008261		11/18/2019	291	Uniform Expense for Loy Lee - PCard	010-2004-460190 \$	152.35
	10312019	I19-008261		11/18/2019	292	Refund for Uniform Expense Loy Lee - PCard	010-2004-460190 \$	-35.70
	10312019	I19-008261		11/18/2019	293	Tax Refund for Uniform Purchase Loy Lee -	010-2004-460190 \$	-6.86

DATE: January 6, 2020

REQUEST FOR ACTION REPORT

File Number:	2020-0016
Orig. Department:	Finance Department
File Name:	Payroll for December 27, 2019 - Approval

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Bi-Weekly Payroll for December 27, 2019, in the amount of \$1,047,038.03.

Bi-Weekly Payroll for December 27, 2019

VILLAGE MANAGER	010-1100	34,259.20
VILLAGE CLERK	010-1200	7,354.40
PUBLIC INFORMATION	010-1201	2,220.00
FINANCE	010-1400	40,056.94
OFFICIALS	010-1500	15,979.29
M.I.S.	010-1600	21,248.00
BUILDING MAINTENANCE	010-1700	22,695.23
DEVELOPMENT SERVICES - ADMINISTRATION DIVISION	010-2001	10,223.60
DEVELOPMENT SERVICES - BUILDING DIVISION	010-2002	26,427.23
DEVELOPMENT SERVICES - PLANNING DIVISION	010-2003	14,705.04
DEVELOPMENT SERVICES - TRANSPORTATION & ENGINEERING DIV	010-2004	11,046.43
PUBLIC WORKS - ADMINISTRATION	010-5001	14,034.27
PUBLIC WORKS - STREETS	010-5002	56,735.70
PUBLIC WORKS - TRANSPORTATION	010-5003	930.00
PUBLIC WORKS - VEHICLE & EQUIPMENT	010-5006	19,023.06
POLICE	010-7002	515,719.30
CIVIC CENTER	021-1800	5,707.70
MUSEUM	028-0000	1,299.14
PUBLIC WORKS - WATER & SEWER	031-6001	57,949.14
RECREATION - ADMINISTRATION	283-4001	74,549.00
RECREATION - PROGRAMS	283-4002	15,769.26
RECREATION - PARK OPERATIONS	283-4003	53,498.52
RECREATION - CENTENNIAL POOL	283-4005	1,931.34
RECREATION - SPORTSPLEX	283-4007	17,993.60
RECREATION - SPECIAL RECREATION	283-4008	5,682.64
GROSS PAY		\$ 1,047,038.03
AFSCME DUES	2053000	(1,475.07)
IBEW DUES	2053100	(201.96)
IUOE DUES	2053200	(963.74)
ORLAND POLICE SUPERVISOR DUES	2054000	(160.00)
POLICE PENSION	2055000	(35,431.64)
POLICE PENSION TRUE COST	2055500	-
IMRF VOLUNTARY LIFE INSURANCE	2057200	(1,008.00)
POLICE - M.A.P. DUES	2054500	(1,368.00)
SOCIAL SECURITY TAX	2061000	(38,275.02)
MEDICARE TAX	2062000	(14,687.68)
IMRF	2063000	(25,514.39)
IMRF - SLEP PLAN	2063000	(533.32)
IMRF - VOLUNTARY ADD'L CONTRIBUTION	2063500	(11,297.99)
FEDERAL TAX	2065000	(109,325.02)
STATE TAX	2066000	(44,861.09)
ICMA DEFERRED	2067000	(1,990.03)
NATIONWIDE DEFERRED	2067100	(5,599.00)
MASS MUTUAL DEFERRED	2067200	(12,875.65)
AXA DEFERED	2101310	(781.15)
VISION FAMILY POST-TAX DEDUCTION	2101210	(7.28)
HEALTH INSURANCE - EMPL CONTRIBUTIONS	2068000	(14,443.24)
HDHP HEALTH INSURANCE - EMPL CONTRIBUTIONS	2058300	(9,541.00)
HDHP HEALTH INSURANCE - EMPL DISBURSEMENTS	2058300	9,541.00
FLEXIBLE SPENDING ACCOUNTS	2058200	(2,410.11)
VACATION PURCHASE PROGRAM	0000000	(1,657.53)
AFLAC INSURANCES	2068100	(565.60)
CAIC INSURANCES	2068100	(330.85)
NATIONAL GUARDIAN INSURANCE	2057800	-
SUPPORT	2053600	(8,558.92)
GARNISHMENTS	2053600	(425.60)
MISCELLANEOUS DEDUCTION	2058100	-
MILITARY BASIC PAY DEDUCTION	1010000	-
NET PAY	1011000	\$ 712,290.15

REQUEST FOR ACTION REPORT

File Number:	2019-0910
Orig. Department:	Parks Department
File Name:	Centennial Park West Events and Walks

BACKGROUND:

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/takedown). 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 (c)(3) events remain unchanged.

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 for consideration.

BUDGET IMPACT:

None

REQUESTED ACTION:

I move to approve the venue change to Centennial West for nonprofit 501 (c)(3) events and the current fee structure for said events remain at the current levels.

REQUEST FOR ACTION REPORT

File Number:	2019-0924
Orig. Department:	Police Department
File Name:	Ordinance Authorizing the Disposal and Destruction of Municipal Property (Gas mask, filters, and Auto injectors)

BACKGROUND:

In 2003, the police department acquired through ILEAS (Illinois Law Enforcement Alarm Systems), 133 gas masks, 264 gas filters, and 50 auto-injectors. The masks and filters were for escape purposes only in the event of a chemical agent attack. They required annual fit testing per OSHA regulations using a lap top and software at an additional cost.

In approximately 2014, we were advised that the equipment had a ten year warranty; however, the possibility existed that they could be re-conditioned for another ten years. As such, we continued to conduct fit testing of the equipment. Recently, we were told that the masks could not be re-conditioned.

Replacement costs for 103 masks was quoted at \$44,177.00 plus an additional \$10,000.00 for options such as a vision correction lenses and radio adaptors.

As gas masks are not required police equipment and as we have officers assigned to the South Suburban Emergency Response Team (SSERT) and the Mobil Field Force (MFF); that are equipped with up to date gas masks; it is our opinion that we no longer need to equip every officer with gas masks and have made no budget requests to replace them.

We have a quote from a vendor to purchase the 143 gas masks (Avon FM12 and some older models) and all 264 filters at a price of \$4,235.00. It has been past policy to destroy or donate outdated or gently used equipment to another police agency. In this case, I recommend that the equipment be destroyed locally to avoid any possibility that its use becomes any type of future liability to the village.

BUDGET IMPACT:

REQUESTED ACTION:

I move to pass Ordinance Number _____ entitled: ORDINANCE AUTHORIZING THE DISPOSAL AND DESTRUCTION OF MUNICIPAL PROPERTY (GAS MASKS FILTERS AND AUTO INJECTORS)

..T

ORDINANCE AUTHORIZING THE DISPOSAL AND DESTRUCTION OF MUNICIPAL PROPERTY (GAS MASKS FILTERS AND AUTO INJECTORS)

..B

WHEREAS, the Village of Orland Park, Cook and Will Counties, Illinois (the “Village”) is an Illinois home rule municipality; and

WHEREAS, in 2003 the Village Police Department acquired 143 (Models Avon FM 12, and older models) gas masks, 264 gas filters and 50 auto injectors (the “Property”) from Illinois Law Enforcement Alarm Systems; and

WHEREAS, the property had a ten (10) year warranty, now expired, and that the Property cannot be re-conditioned; and

WHEREAS, to purchase replacements of the Property would be at a cost in excess of \$44,177.00; and

WHEREAS, the property is no longer required police equipment as Village police officers assigned to the South Suburban Emergency Response Team (“SSERT”) and the Mobile Field Force (“MFF”) will have such equipment available as the SSERT and MFF currently possess such equipment; and

WHEREAS, although the Village has received a purchase offer of \$4,235.00 for the Property, the Chief of Police recommends the Property be destroyed to avoid any future Village liability resulting from use of this obsolete equipment; and

WHEREAS, the Village President and Board of Trustees have therefore determined that continued ownership of the Property is not in the best interest of the Village and that the Property should be safely destroyed;

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

SECTION 1:

The above recitals are hereby incorporated into this Section as if fully set forth herein.

SECTION 2:

Pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4) the Village President and Board of Trustees find that the Property is no longer necessary or useful to the Village and the Village’s best interest will be served by the safe destruction of the Property by the Chief of Police, or his designee.

SECTION 3:

Pursuant to said Section 11-76-4 of the Illinois Municipal Code, the Village Chief of Police is hereby authorized to direct the destruction of the Property in an appropriate manner as the Chief deems fits.

SECTION 4:

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

REQUEST FOR ACTION REPORT

File Number:	2019-0880
Orig. Department:	Development Services Department
File Name:	2020 Land Development Code Amendments I

BACKGROUND:

QUICKFACTS

Project

2020 Land Development Code Amendments I - 2019-0880

Petitioner

Development Services Department

Purpose

The purpose of these amendments is to update and clarify the Land Development Code.

Requested Actions: Land Development Code Amendments

Topics

Update to Establish the Committee of the Whole
Update to the Old Orland Historic District Certificate of Appropriateness Review Process
Update to Establish Criteria for Site Plans and Building Elevation Plans
Update to the Sign Code
Update to the Requirements for Drive-Through Accessories
Update to Screening Requirements
Update to Parking Lot Screening and Setback Requirements
Minor Modifications to Previously Approved Land Development Code Amendments

Project Attributes (Sections to be Amended)

Section 2-102 Definitions
Section 3-101 Board of Trustees
Section 5-101 Development Review Procedures
Section 5-108 Text and Map Amendments
Section 5-112 Development and Subdivision Requirements
Section 6-202 R-1 Residential District
Section 6-209 Old Orland Historic District
Section 6-302 Accessory Structures and Uses
Section 6-304 Temporary Uses
Section 6-305 Landscape and Tree Preservation
Section 6-307 Signs
Section 6-308 Design Standards
Section 6-314 Environmental Technology Standards

Exhibits

Exhibit A - Chart 5-101.A(A) - General Development Procedures
Exhibit B - Section 6-307 Signs - Proposed Amendments
Exhibit C - Table 6-302.C.1 (A) - Attached Accessory Structures

OVERVIEW AND BACKGROUND

The first round of Land Development Code Amendments for 2020 is presented in the attached 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 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 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.

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the 2020 Land Development Code Amendments I, as recommended at the December 16, 2019 Committee of the Whole meeting and as fully referenced below.

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

I move 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.

2020 LDC AMENDMENTS I SUMMARY

Plan Commission: December 3, 2019

SUBSTANTIVE AMENDMENTS

UPDATE TO ESTABLISH THE COMMITTEE OF THE WHOLE - On November 18, 2019, the Village Board adopted an ordinance establishing the Committee of the Whole and its duties. Such revisions to the Village Code prompted the proposed revisions to the Land Development Code. The duties of the Committee of the Whole, as outlined in the Ordinance, replace that of the Development Services and Planning Committee of Trustees.

UPDATE TO THE OLD ORLAND HISTORIC DISTRICT CERTIFICATE OF APPROPRIATENESS REVIEW PROCESS - The proposed amendment will remove the Committee of Trustees from the tables (Table 6-209.G.1 and Table 6-209.G.2) listed in Section 6-209 outlining the Certificate of Appropriateness review process for contributing structures, landmarks, non-contributing structures, and new construction in the Old Orland Historic District, and Table 6-209.G.2. The proposed changes will reflect the changes to replace the Development Services, Engineering and Planning Committee with the Committee of the Whole, as approved by the Village Board on November 18, 2019.

UPDATE TO ESTABLISH CRITERIA FOR SITE PLANS AND BUILDING ELEVATION PLANS - The Land Development Code references site plan and building elevation review, however the Code is silent in what exactly a site plan or building elevation is and what is required on such plans. To provide clarification and consistency in plans, the proposed text amendment clearly defines the two terms while establishing all information that is to be provided on the site plan and building elevations. The information required for site plans will ensure Staff, Plan Commission, Village Board and petitioner will have the necessary information to conduct a complete and comprehensive review. Language is also added and reformatted to clarify what a complete application consists of.

UPDATE TO THE SIGN CODE - The proposed amendments clarify regulations within the Sign Code listed under Section 6-307 Signs. After reviewing many sign permit applications using the new Sign Code, staff found that some regulations required clarification for consistent administration of the code. Additionally, an amendment is proposed to Section 6-209.E, which removes the existing signage regulations for the Old Orland Historic District (OOH), and creates a new sign district and table for Sign District #5 for the OOH District under the Sign Code in Section 6-307. The regulations for signs in the OOH District are currently separated from the Village's other signage requirements listed in Section 6-307. The proposed amendment intends to provide a clear and consistent format so that the code is easier to understand and so that all signage regulations for each zoning district would now be included within the Sign Code. The newly established Sign District #5 also updates outdated signage regulations for wall signs, awning signs, projecting signs, monument signs, and dual post signs.

UPDATE TO THE REQUIREMENTS FOR DRIVE-THROUGH ACCESSORIES - An amendment is proposed to revise language to clarify where Drive-Through Accessories shall be located. Language is added to specify that Drive-Through Accessories shall not be located between the buildings and streets, except if approved via a Special Use Permit. Additionally, the Code currently states that Drive-Through Structures shall not extend beyond 20% of the size of the menu board in surface area. The proposed amendment removes this language, which is unclear.

UPDATE TO SCREENING REQUIREMENTS - The proposed amendment updates the existing regulations for the screening of service areas, utility areas, loading areas, storage areas, overhead doors, trash collection and recycling areas, and other potentially unattractive places listed in Section 6-308.J. The proposed language also includes specific code requirements for roof-mounted and ground-mounted mechanical equipment.

UPDATE TO PARKING LOT SCREENING AND SETBACK REQUIREMENTS - The proposed amendment clarifies requirements for shared parking lots. Language is added to allow for a reduction to the parking lot screening and setback requirements along shared lot lines to accommodate shared parking lots.

CLARIFICATION AMENDMENTS

MINOR MODIFICATIONS TO PREVIOUSLY APPROVED LAND DEVELOPMENT CODE

AMENDMENTS – On March 4, 2019, the Village Board formally approved various revisions to the Land Development Code. During the codification process, errors have been identified. To ensure proper process and amendments are conveyed, the Plan Commission must review and approve items relating to R-1 Residential District, accessory structures, temporary uses, and environmental technology standards.

Amendment Report to the Plan Commission

Prepared by: Development Services Department

December 3, 2019

Table of Contents

SUBSTANTIVE AMENDMENTS

Update to Establish the Committee of the Whole 2-16

Update to the Old Orland Historic District Certificate of Appropriateness Review Process 17-18

Update to Establish Criteria for Site Plans and Building Elevation Plans 19-23

Update to the Sign Code 24-26

Update to the Requirements for Drive-Through Accessories 27-28

Update to Screening Requirements..... 29-30

Update to Parking Lot Screening and Setback Requirements 31

CLARIFICATION AMENDMENTS

Minor Modifications to Previously Approved Land Development Code Amendments 32-36

EXHIBITS

Exhibit A – Chart 5-101.A(A) – General Development Procedures 38

Exhibit B – Section 6-307 Signs – Proposed Amendments 39-64

Exhibit C – Table 6-302.C.1 (A) – Attached Accessory Structures 65

KEY

- Text with ~~striketrough~~ to be deleted.
- Text in **red and bolded** to be added.

SUBSTANTIVE AMENDMENT: **UPDATE TO ESTABLISH THE COMMITTEE OF THE WHOLE**

AMENDMENT SUMMARY

SECTION 2-102

- Definition is added to define Committee of the Whole and reference the Village Code in which the Committee of the Whole is established.

SECTION 5-101, 5-108, 5-112 and 3-101

- Reference to “Development Services and Planning Committee of Trustees” is being replaced with “Committee of the Whole”. This change is to be carried throughout the entire Land Development Code.
- Language is added to modify the review process of the newly created Committee of the Whole to allow, at the discretion of the Development Services Director, projects which require approval by the Village Board proceed directly to from the Plan Commission to Village Board, not requiring appearance before the Committee of the Whole.
- Amendment to Chart 5-101.A (A) to reflect changes to the development review process – Refer to Exhibit A
- Reference to “Developer Agreements” is being replaced with “Development Agreements.”
- Language is modified to clarify the duties of the Board of Trustee in Section 3-101. The duties of the Board are not change in anyway; rather reference to “Committee” is being deleted.

AMENDMENT EXPLANATION

On November 18, 2019, the Village Board adopted an ordinance establishing the Committee of the Whole and its duties. Such revisions to the Village Code prompted the proposed revisions to the Land Development Code. The duties of the Committee of the Whole, as outlined in the Ordinance, replace that of the Development Services and Planning Committee of Trustees.

In addition to the establishment of the Committee of the Whole, the proposed revisions include modifications to the process. As currently established, any project or request which appears before the Plan Commission must appear before the Development Services and Planning Committee of Trustees prior to approval by the Village Board. The proposed revisions would allow, at the discretion of the Development Services Director, for such approvals that receive unanimous recommendation the project may proceed directly to the Village Board, and are not required to appear before the newly established Committee of the Whole. The proposed revisions also establish the requirement that all development agreements and text amendments to the Land Development Code must appear before the Committee of the Whole, prior to consideration by the Village Board.

In review of the proposed revisions and references to Committee of the Whole, it was noted the powers and duties of the Board of Trustees references a “Committee”. The referenced committee is not defined, therefore it is recommended to eliminate the term, while retraining the same duties and powers of the Board of Trustees.

PROPOSED AMENDMENT TEXT

SECTION 2-102

Committee of the Whole means the body that makes recommendation to the Board of Trustees, except when the Board of Trustees has granted specific powers and duties to act on a specific matter, as established by Title 1, Chapter 5, Section 1-5-7-14 of the Orland Park Village Code. For the purposed of this Ordinance, the Committee of the Whole may be referred to as the Committee.

SECTION 5-101. DEVELOPMENT REVIEW PROCEDURES.

A. Due Process

1. **Purpose.** The purpose of this section is to define and outline the development review procedures that petitioners, government agents, and elected and appointed officials follow for transparent review for development and redevelopment in the Village of Orland Park.

2. **Organization.** The organization of this section is laid out in a manner that reflects the process of development review beginning with the determination of the type of review required, the review sequences, the review procedures, and finally the role of the Development Services Department. This section informs the public, the petitioner, the government agent, and the elected and appointed officials of the procedures of the Village of Orland Park for development review. It also simultaneously guides them through the decision-making process and acts as a map for development review in the Village of Orland Park.

3. **General Process.** The general direction for moving through the decision-making process for development is shown below. For a flow chart of the decision-making process see Chart 5-101.A(A) at the end of this section.

- a. Pre-application Conference → Departmental Review → Plan Commission → ~~Development Services and Planning Committee of Trustees~~ **Committee of the Whole** → Board of Trustees; OR
- b. Departmental Review → Board of Trustees; OR
- c. Departmental Review → Hearing Officer(s) → Board of Trustees (if needed).

4. Appearance before Committee of the Whole. In the case where a project has received unanimous recommendation from the Plan Commission, and at the discretion of the Director of the Development Services Department, the requirement to appear before the Committee of the Whole may be waived, therefore permitting such project to proceed directly to appear before the Board of Trustees. All development agreements shall appear before the Committee of the Whole in accordance with Section 5-112.H.17.

B. Petitions, Applicability, and Plan Review

1. **Petitions.** All development and redevelopment in the Village of Orland Park requires the submittal of a petition or application to the Development Services Department for the purpose of establishing a public record and beginning the process for the Departmental Review. Petition/ Application forms are obtained from the Development Services Department in Village Hall. For more information on the role of the Development Services Department see Section [5-101.K](#). In the instance that this Code requires certain distances within a regulation, the measurements shall be made to the property line, unless the measurement is defined otherwise within such regulation or unless interpreted differently by Staff based on the intent of the regulation. (Amd. Ord. 5312 – 7/16/18)

2. **Applicability.** There are two public review processes in the Village of Orland Park for petitions: a public meeting with a public hearing and a public meeting without a public hearing. The following subsections outline which petitions go to public hearings and which go to public meetings respectively for each body. Petitions listed under Plan Commission, for example, begin at Plan Commission and move through the general process.

Petitions listed under Board of Trustees begin and end at the Board of Trustees and so on. In all cases, petitions are reviewed and processed by the Development Services Department. The administrative decision petitions are also outlined below.

a. **Public Hearing.** Public hearings require a published public notice and are held at public meetings. At a public hearing, the public can attend to provide testimony and view details regarding development review before the appropriate official body.

1. A public hearing at Plan Commission shall be required for applications regarding:
 - Special Uses;
 - Special Use Amendments;
 - Variances (except as in 5 below);
 - Rezoning/ Map Amendments;
 - Subdivision Review (with the exception of non-residential lot consolidations);
 - Designation of Historic and/or Architectural Landmarks;
 - Amending the Local Register of Significant Places (LRSP) and the Natural Heritage Sites (NHS) lists in Section [5-110](#);
 - Certificates of Appropriateness with major changes to any structures in the Old Orland Historic District per Section [6-209](#) or for historic/ architectural landmarks per Section [5-110](#); and
 - Certificates of Appropriateness for Demolition for contributing structures of the Old Orland Historic District per Section [6-209](#) or for historic/ architectural landmarks per Section [5-110](#).
2. A public hearing at Plan Commission is required when the Development Services Department or any other Village agency or department, developer or resident petitions for:
 - Comprehensive Plan Amendments; and
 - Land Development Code Text Amendments.
3. A public hearing before the Board of Trustees is required for:
 - Annexation Agreements.
4. All public hearings pertaining to land development take place before the Plan Commission with the exception of annexation agreements, variances affecting one (1) single family residential dwelling, and variances affecting multi-family residential dwellings of fewer than six (6) units.
5. A public hearing before the Hearing Officer(s) is required for:
 - Variance petitions affecting one (1) single family residential dwelling;
 - Variance petitions affecting multi-family residential dwellings of fewer than six (6) units.

b. **Public Meeting.** A published public notice is not required in order to hold a public meeting, although the requirements of the Illinois Open Meetings Act must be met. Public meetings are held at Plan Commission, ~~at the Development Services and Planning Committee of Trustees~~ **the Committee of the Whole**, and at the Board of Trustees. The public can attend public meetings but are not guaranteed the opportunity to provide testimony regarding development review.

1. A public meeting at Plan Commission is required for applications regarding:
 - Site Plan Review;
 - Building Elevations; and
 - Appeals of Administrative Decisions.
2. A public meeting by the Board of Trustees is required for:
 - Plats of Subdivision (including consolidations);
 - Development Agreements; and
 - Related Ordinances. (Amd. Ord. 5221 – 9/18/17)

3. All meetings of the ~~Development Services and Planning Committee of Trustees~~ **the Committee of the Whole** and the Board of Trustees are public meetings. For annexation agreements at the Board of Trustees, a public meeting with a public hearing is required.

c. **Administrative Decisions.** Administrative decisions are a third review process. Administrative decisions are made internally by the Development Services Department.

1. Administrative decisions within the Development Services Department are required for applications pursuant to Section [5-106](#) regarding:

- Minor exterior changes to sites and buildings; and
- Restaurants that do not require preliminary plan review or special use permits.

2. Administrative decisions within the Development Services Department are required for applications pursuant to Sections [5-110](#) and [6-209](#) regarding:

- Routine maintenance to contributing structures in the Old Orland Historic District;
- Routine maintenance to historic/ architectural landmarks; and
- Minor changes or routine maintenance to non-contributing structures in the Old Orland Historic District.

d. **Commissions.** For cases where petitions are handled at a commission other than Plan Commission, the rules, procedures and standards outlined in the following subsections apply to the commission in question per the commission's particular petitions as outlined above.

3. **Plans for Review Process.** A preliminary plan shall be submitted for review to the Development Services Department as part of the application for development. The Plan Commission shall review the preliminary plan and make its recommendations pursuant to the below sections of these regulations. ~~The Development Services and Planning Committee of Trustees~~ **The Committee of the Whole, if required by Section 5-101.A.4,** shall then follow with similar review. The Board of Trustees shall act upon the preliminary plan as a final plan and grant, grant with conditions or deny the petition/ application. Upon granting of approval with or without conditions, the Board of Trustees shall recognize it to be a final plan pursuant to the same sections of these regulations.

a. **Plans with Plats of Subdivision.** At a minimum, plats of subdivision must be accompanied by a preliminary plan for each subdivided lot and a conceptual plan of the surrounding area as required by the Development Services Department. Applicants for plat approval may be required to submit additional information or studies, such as building envelopes and conceptual plans for the surrounding area, which the Development Services Department, the Plan Commission and/or the Board of Trustees may deem necessary to review at a later time. For more information on plats see Section 5-112.

b. **Conditions.** The Plan Commission, ~~the Development Services and Planning Committee of Trustees~~ **the Committee of the Whole, if required by Section 5-101.A.4,** and/or the Board of Trustees may attach to their recommendations to and/or approvals of a preliminary plan, a final plan, or a plat reasonable conditions not otherwise addressed by these regulations as are necessary to carry out the purpose of these regulations, the Comprehensive Plan, cause incremental improvements, and to prevent or minimize adverse effects upon other property, including, but not limited to: limitations on size and location, requirements for landscaping, provision of adequate ingress and egress and off site and project related improvements. Other conditions such as the duration of the approval, hours of operation, and mitigation of environmental impacts may also be attached.

c. **Conditions on Record Plats of Subdivision.** When conditions pursuant to Section [5-101](#).B.3.b above are attached to a subdivision plat, or a record plat of survey or other type of plat, review of said plat shall be continued until the conditions are deemed met by the Development Service Department or decision-making body which attached the conditions and then the plat shall be approved by the Village Board of Trustees so that the record plat of subdivision is accurate when issued to the County.

d. **Notification.** Notification of all Village Board decisions shall be mailed to the petitioner/ applicant and the owner of record if different from the applicant.
(Ord. 4940 - 11/3/14)

C. **Public Meeting Sequence with a Public Hearing**

1. **Public Meeting at Plan Commission with a Public Hearing.**

a. **Plan Commission.** The Plan Commission shall hold a public hearing in accordance with the provisions of Section [5-101.G](#) below on applications for special uses, special use amendments, variances (with exception for Subsection [5-101.C.3.a](#) below) text and map amendments (rezoning) and subdivision review. It shall also hold a public hearing following the same Section [5-101.G](#) below for applications regarding historic/ architectural landmark designations, amending landmark lists such as the LRSP and the NHS in Section [5-110](#), Certificates of Appropriateness for major changes to structures in the Old Orland Historic District or to historic/ architectural landmarks, and Certificates of Appropriateness for Demolition for contributing structures of the Old Orland Historic District or for historic/ architectural landmarks. The Plan Commission shall review a preliminary plan and/or the historical/ architectural significance of the petition's subject and the report and recommendation of the Development Services Department and testimony given at the public hearing and either recommend approval, with or without conditions, or disapproval to the Board of Trustees, or not make a recommendation but forward to the Board of Trustees.

b. ~~Committee of Trustees~~ **The Committee of the Whole.** ~~The Development Services and Planning Committee of Trustees~~ **The Committee of the Whole, if required by Section 5-101.A.4,** shall review the preliminary plan, other submitted documents, the Plan Commission recommendation and the Development Services Department report and recommendation and shall recommend approval, with or without conditions, or disapproval to the Board of Trustees.

c. **Board Action.** Upon receipt and review of the Plan Commission's and ~~the Development Services and Planning Committee's~~ **the Committee of the Whole's, if required by Section 5-101.A.4,** recommendations, and the Development Services Department's report and recommendation, the Board of Trustees shall consider the special use, special use amendment, variance, rezoning and/or subdivision along with the petition's final plans, elevations and preliminary landscape plan or the landmark designation, the Certificate of Appropriateness for major changes to contributing structures or landmarks, and/or Certificates of Appropriateness for Demolition along with the petition's final plan and/or the historic/ architectural significance of the petition's subject and shall grant, grant with conditions, or deny the petition/ application.
(Amd. Ord. 5221 – 9/18/17)

2. **Public Meeting at Board of Trustees with a Public Hearing.**

a. **Board of Trustees.** The Board of Trustees shall hold a public hearing for annexation agreements.

b. **Board Action.** Upon receipt and review of the report and recommendation of the Development Services Department and the testimony at the public hearing, the Board of Trustees shall consider the annexation and shall approve, modify with conditions, or deny the annexation.

3. **Public Meeting at the Hearing Officer(s) with a Public Hearing.**

a. **Hearing Officer(s).** The Hearing Officer(s) shall hold a public hearing in accordance with the provisions of Section [5-101.G](#) of these regulations for applications regarding variance petitions affecting one (1) single family residential dwelling and variance petitions affecting multi-family residential dwellings of fewer than six (6) units. The Hearing Officer(s) shall review a preliminary plan or related documentation, the report and recommendation of the Development Services Department and testimony given at the public hearing and if the application for a variance is within one of those variances authorized in Section [5-109.E](#), grant the variance with or without conditions or deny the variance. If the variance is not within one of those variances authorized in Section [5-109.E](#), the Hearing Officer(s) shall review a preliminary plan or related documentation, the report and recommendation of the Development Services Department and testimony given at the public hearing and

either recommend approval, with or without conditions, or disapproval to the Board of Trustees, or not make a recommendation but forward to the Board of Trustees.

b. **Board Action.** Upon receipt and review of the Hearing Officer(s) recommendations, and the Development Services Department's report and recommendation, the Board of Trustees shall consider the variances requested not authorized in Section [5-109](#).E for the Hearing Officer(s) to grant or deny and shall grant, with or without conditions, or deny the petition/ application.

(Ord. 4940 - 11/3/14)

D. **Public Meeting Sequence without a Public Hearing**

1. **Public Meeting at Plan Commission.**

a. **Plan Commission.** The Plan Commission shall hold a public meeting whenever an applicant petitions for preliminary plan review, elevations review and/or an appeal of an administrative decision that does not include a special use, special use amendment, variance, text and map amendment (rezoning) and/or subdivision review. It will also hold a public meeting regarding minor changes to landmarks. The Plan Commission shall review a preliminary plan and/or the historical/ architectural significance of the petition's subject and the report and recommendation of the Development Services Department and either recommend approval, with or without conditions, or disapproval to the Board of Trustees, or not make a recommendation but forward to the Board of Trustees.

b. ~~Committee of Trustees~~ **The Committee of the Whole.** ~~The Development Services and Planning Committee of Trustees~~ **The Committee of the Whole, if required by Section 5-101.A.4,** shall review the preliminary plan, the Plan Commission recommendation and the Development Services Department report and recommendation and shall recommend approval, with or without conditions, or disapproval to the Board of Trustees.

c. **Board Action.** Upon receipt and review of the Plan Commission's and ~~the Development Services and Planning Committee's~~ **the Committee of the Whole's, if required by Section 5-101.A.4,** recommendations, and the Development Services Department's report and recommendation, the Board of Trustees shall consider the final plan, elevations and preliminary landscape plan or the Certificate of Appropriateness for minor changes to landmarks and shall grant, grant with conditions, or deny the petition/ application. (Amd. Ord. 5221 – 9/18/17)

2. **Public Meeting at Board of Trustees.**

a. **Board of Trustees.** The Board of Trustees shall review, at a regular or special meeting, preliminary landscape plans, plats of subdivision (including consolidations), development agreements, and other related ordinances.

b. **Board Action.** Upon receipt and review of the report and recommendation of the Development Services Department, the Board of Trustees shall consider the preliminary landscape plan, plats of subdivision, development agreement and/or other related ordinances and shall grant, grant with conditions, or deny these items.

(Ord. 4940 - 11/3/14; Amd. Ord. 5221 – 9/18/17)

E. **Administrative Decisions Regarding Appearance and Site Plan Review**

1. **Administrative Decisions at Development Services Department.**

a. **Administrative Decision.** Section [5-106](#) of these regulations regulates the administrative decision process with regard to petitions/ applications that require appearance and related site plan review. The Development Services Department may approve, with or without conditions, or deny a petition for an administrative decision. Administrative decisions do not go to Plan Commission unless an appeal is made by the petitioner/ applicant. The appeal to Plan Commission is heard at a public meeting.

b. **Administrative Decision in the Old Orland Historic District or on Landmarks.** Section [6-209](#) of these regulations regulates the administrative decision process with regard to petitions/ applications that require

Certificates of Appropriateness for routine maintenance on contributing structures or landmarks, and minor changes or routine maintenance on non-contributing structures. The Development Services Department may approve, with or without conditions, or deny a petition for an administrative decision. Administrative decisions do not go to Plan Commission unless an appeal is made by the petitioner/ applicant. The appeal to the Plan Commission is heard at a public meeting.

(Ord. 4940 - 11/3/14)

F. Timeline of Process, Jurisdictional Approval and Expiration

1. **Six Month Rule.** Any petition that has not proceeded forward within six (6) months from petition date to the Plan Commission, or within six (6) months from Plan Commission to ~~the Committee of Trustees~~ **the Committee of the Whole, if required by Section 5-101.A.4**, or within six (6) months from the ~~Committee of Trustees to the Board of Trustees~~ **the Committee of the Whole** due to inactivity may be terminated by the Development Services Department. The Development Services Department must notify the petitioner prior to termination of the petition. (Amd. Ord. 4839 – 9/16/13)

2. **Jurisdictional Approval.** If the final plan covers land either wholly or partly outside the corporate limits of the Village, the approval of the Board of Trustees shall not be final until the applicable jurisdiction in which said development is located has approved it.

3. **Expiration.** If there is no activity after three (3) years of approval by the Board of Trustees of a special use and/or final plan, the special use and/or final plan shall expire unless an extension is granted by the Board of Trustees. (Ord. 4769 – 12/3/12)

G. Public Hearing Procedures

1. **Purpose.** The purpose of the following process is to provide an opportunity for the public to be notified about, to be able to view the details of, make a submission about, and/or voice their opinions on a development application, proposal, or petition.

2. **Notice of Public Hearing.** The public shall be notified about all public hearings.

a. **Notification Details.** All notices of public hearings shall include:

1. The date, time and place of the public hearing;
2. A summary of the proposal under consideration;
3. The address and legal description of the specific property that is the subject of the public hearing for matters regarding a rezoning, a special use permit, a variance, an annexation, a subdivision, a landmark designation or a Certificate of Appropriateness. (Ord. 3354 – 4/17/00)
4. That said meeting may be continued without republication up to three (3) times.

b. **Notification Requirements.** All notices of public hearings shall also meet the following requirements:

1. The Development Services Department shall publish a copy of the notice in one (1) or more newspapers with general circulation in the counties in which the Village of Orland Park and contiguous unincorporated territory are located;

(Ord. 4940 - 11/3/14)

2. It is the petitioner's/ applicant's responsibility to send a copy of the notice by certified mail with return receipt requested to each of the owners of record of adjacent properties and within 300 feet of any property upon which development is proposed. The petitioner/ applicant must also retain the certified mail receipts for a period of no less than seven (7) years from the final Village Board action on the proposal.

3. It is the petitioner's/ applicant's responsibility to post a weatherproof sign(s) at least three (3) feet by four (4) feet (or 48 inches by 36 inches) in front surface area, the bottom of which shall be mounted at least four (4) feet above the ground, and to have at least one (1) sign in the most visible location to the general public such as along a primary roadway. Such sign(s) shall be posted on private property and shall remain until the conclusion of the public hearing. Failure to comply with the provisions of this Subsection shall not render the public hearing invalid, provided that a good faith effort was made to comply. The petitioner must remove

the public hearing notice sign(s) no later than thirty (30) days after the Village Board action on the proposal. The sign must display wording that at a minimum notifies the public about the public hearing for the procedure which has triggered the public hearing. It must include the date, time, place and the contact information of the Development Services Department. Arial or Arial Narrow shall be the font in which the public hearing signs are printed. The notice, date and time of the sign must be no less than 3.5 inches in height and the remaining information on the sign no less than 2.5 inches in height. (Ord. 4574 – 7/6/10; Amd. Ord. 5167 – 2/20/17)

4. All required notices shall be provided at least fifteen (15) days, but no more than thirty (30) days in advance of the published public hearing.

5. It is the petitioner's / applicant's responsibility to submit a notarized affidavit to staff prior to or at the Plan Commission meeting confirming that all requirements listed above have been met.

c. **Other Requirements.**

1. For public hearings regarding Comprehensive Plan Amendments and/ or Land Development Code Text Amendments, notices shall be provided by the requirements outlined in Section [5-101](#).G.2.b.1 and 5-101.G.2.b.4 only.

2. For amendments to the Zoning Map, notices shall be provided by the requirements outlined in Section [5-101](#).G.2.b.1, Section [5-101](#).G.2.b.2 and Section [5-101](#).G.2.b.4 above. (Ord. 4161 – 8/7/06)

3. **Conduct of the Hearing.**

a. **Submission of Testimony.** Any person may appear at a public hearing and give testimony or submit written materials, either individually or as a representative of an organization. The decision-making body may exclude information that it finds to be irrelevant, immaterial or unduly repetitious.

b. **Duty of the Development Services Department.**

1. The Development Services Department shall present information concerning pertinent application considerations and the standards set out in these regulations and make recommendations.

2. Upon a showing by any person made at any time during the public hearing, or on motion of the decision-making body, the petitioner/ applicant or the Development Services Department may be required to produce additional information with respect to the proposed petition/ application.

c. **Continuance.** The decision-making body may continue a hearing to a specified date, time and place. Unless such continuance is publicly announced at a properly noticed public hearing, the Development Services Department shall cause notice to be given to all persons originally entitled to notice of the date, time and place of such continued hearing in the same manner as specified in Section [5-101](#).G.2 above.

H. **Public Meeting Procedures**

1. **Purpose.** The purpose of the following process is to provide an opportunity for the decision-making body to review the development application, proposal, or petition.

2. **Notice of Public Meeting.** A public notice other than that required by the Illinois Open Meetings Act is not required for a public meeting.

3. **Conduct of the Meeting.**

a. **Submission of Testimony.** Decision-making bodies shall accept testimony or written materials from individuals or representatives of an organization outside of the applicant at public meetings. (Amd. Ord. 4996 – 6/15/15)

b. **Duty of the Development Services Department.**

1. The Development Services Department shall present information concerning pertinent application considerations and the standards set out in these regulations and make recommendations.

2. Upon a motion of the decision-making body, the applicant or the Development Services Department may be required to produce additional information with respect to the proposed petition/ application.

c. **Continuance.** The decision-making body may continue a hearing to a specified date, time and place.

I. Record of Hearings

1. **Recording Hearings.** The Development Services Department shall ensure that the proceedings are recorded by appropriate means.
2. **Record.** The record of proceedings shall consist of the recording of testimony, all applications, exhibits, and papers submitted in any proceeding with respect to the matter being considered, and the summary and report or reports of the Development Services Department.
3. **Open Record.** All summaries and reports of the Development Services Department shall be public records, open to inspection at a reasonable time and upon reasonable notice.
4. **Examination and Copying of Application.** Any person may examine any application for development approval and other material submitted in regard to that application, and may obtain copies of the application and other materials upon reasonable request and payment of a fee to cover the actual cost of such copies.

J. Ethics Rules

1. **Conflicts.** Any member of a decision-making body having any direct or indirect financial interest in property or who lives within five hundred (500) feet of any property which is the subject of a public hearing or public meeting or who might have interest in the outcome of the petition shall disclose such fact at the hearing, prior to voting on the matter.
2. **Contacts Outside of the Hearing.** If any member of a decision-making body receives a substantive communication from any person outside the hearing concerning a subject matter under consideration by that body, the member shall make a statement at the hearing describing the circumstances and substance of the communication.
3. **Other Rules to Govern.** Other matters pertaining to the public hearing or public meeting shall be governed by other provisions of these regulations applicable to the body conducting the hearing and its adopted rules of procedure.

K. Role of the Development Services Department

1. **Conference with the Development Services Department.**
 - a. **Pre-Application Conference.** A petitioner or an applicant for development approval may request an informal conference with the Development Services Department prior to filing a petition or application. The pre-application conference shall be informal and its purpose shall be to discuss the proposals, views and concerns of the applicant and the Village, and to review for compliance with codes, plans and policies.
2. **Application Submission Requirements.**
 - a. **Application and Fee.** When the petitioner or applicant is ready following the pre-application conference, all applications for development approval shall be submitted to the Development Services Department accompanied by the payment of a fee as authorized in Section [1-104](#). Applicants for development approval may be required to submit additional information.
3. **Complete Applications.**
 - a. **Determination of Completeness.** Within fifteen (15) days after receipt of an application for development approval, the Development Services Department shall determine whether the application is complete. If it is determined that the application is complete, the applicant will be notified in writing that the application has been accepted for filing. If the application is not complete, the applicant shall be notified, specifying the deficiencies of the application, including any additional information which must be supplied. A complete application shall consist of a fully completed notarized petition form, a site plan, elevations, required review fees as set by the Village Board of Trustees, preliminary engineering plans and the following supporting documents when applicable as determined by the Development Services Department. Additional documents not listed here may be requested as needed by the Development Services Department but shall not be used to determine completeness. A complete petition does not mean automatic scheduling rights to public meetings.
 - (1) Original, sealed Plat of Survey (ALTA or otherwise), including legal description.

(2) Receipted copy of the most recent property tax bill, or evidence of payment (copy of bill, canceled check, etc.).

(3) Responses to the Special Use Standards, Variance Standards and/or Rezoning Factors as needed on a per project basis (if applicable).

(4) Letter of authorization to petition from the property owner, if the property is rented/leased by the Petitioner.

(5) Copy of the contract to purchase and a letter of authorization to petition from the property owner, if the property is undergoing due diligence for a contract sale.

(6) Certified copy of the trust agreement, a list of beneficiaries, and a letter of authorization from the trust officer, if the property is owned by a trust. (Amd. Ord. 5167 – 2/20/17)

b. **Incomplete Application.** As long as an application remains incomplete, no further action shall be taken by the Village on the application until the deficiencies are corrected.

c. **Remedy of Deficiencies.** If the applicant fails to correct the specified deficiencies within thirty (30) days of the notification of deficiency, the application for development approval may be terminated by the Village.

4. **Review by Development Services Department.**

a. **Application Review.** The Development Services Department shall review the complete application for development approval in accordance with these regulations and particularly with Section [5-105](#), if the development requires a special use permit, Section [5-108](#), if the development requires an amendment to the text of these regulations or the Zoning District Map, Section [5-109](#), if the development requires a variance, Section [5-112](#), for development requirements and subdivision review, and/or Section [5-110](#) and [6-209](#), if the development requires a Certificate of Appropriateness. (Amd. Ord. 4996 – 6/15/15)

b. **Preliminary Plan Review Process.** The Development Services Department shall review the complete application for development and its preliminary plan before proceeding to Plan Commission.

c. **Preliminary Engineering Review Process.** The Development Services Department shall review the engineering plans associated with the application for development and confirm preliminary engineering acceptance prior to proceeding from Plan Commission to ~~the Committee of Trustees~~ **the Committee of the Whole, if required by Section 5-101.A.4**, or hold the application from proceeding to Plan Commission until outstanding preliminary engineering items are met.

d. **Final Plan Review Process.** The Development Services Department may continue to review the complete application for development and its preliminary plan throughout the decision-making process to make corrections or amendments to plans pursuant to recommendations by the Plan Commission and/or the ~~Committee of Trustees~~ **the Committee of the Whole, if required by Section 5-101.A.4**, and/or pursuant to conditions issued on approval by the Board of Trustees to develop a final plan for acceptance by the Board of Trustees.

e. **Final Engineering Review Process.** The Development Services Department shall review the engineering plans associated with the application for development after approval or approval with conditions has been granted by the Board of Trustees for the purpose of determining final engineering plans. Confirmation from the Development Services Department that final engineering has been completed shall allow the issuance of the various necessary Village permits and the plan to proceed toward implementation.

1. If final engineering comments result in substantial alterations to the Village Board approved final plan, the petitioner/applicant shall return to the Plan Commission and restart the development review process, republishing in the event of a petition requiring a public hearing.

- a. Substantial alterations to a final plan shall include but not be limited to things such as:
- Enlargement of storm water facility sizes;
 - Reductions in setbacks;

- Construction of or alterations to retaining walls;
- Changes in street layout/ land use;
- Increases over Village Board approved lot coverage;
- Changes to Village Board approved parking configurations;
- Changes that result in variances to Village Board approved plans or modifications to Village Board approved special use regulations; and
- Changes to the number of units, building area, or building stories.

L. Timing of Applications

1. Waiver of Time Limits.

a. **By Agreement.** Any time limit imposed by these regulations may be waived or extended by agreement among the Development Services Department, the Board of Trustees, and the petitioner or applicant.

b. **Automatic Waiver.** Any applicant who requests a continuance of a public meeting or a public hearing at which the applicant's application is being considered, or who requests an extension of any time limit imposed onto the applicant by statute or these regulations, shall be deemed to have agreed to an extension of that time limit.

2. Successive Applications.

a. **One Year Rule.** Whenever any application for development approval for a special use permit, variance, text and map amendment to the Zoning Map (rezoning), subdivision, or preliminary plan is denied, the petitioner will be notified that an application involving the same property shall not be accepted for filing within one (1) year from the date of denial.

b. **Exception.** An exception to the above rule is if the subsequent application involves a development proposal which is materially different from prior proposals, in the opinion of the Development Services Department, or is responsive, in the opinion of the decision-making body, to negative findings set forth in the denial of the prior application. (Ord. 2746 – 6/5/95)
(Entire Chapter Amended by Ord. 4411 – 9/2/08)

~~GENERAL DEVELOPMENT PROCEDURES~~

SECTION 5-108. TEXT AND MAP AMENDMENTS.

A. **Authority and Purpose.** The Board of Trustees is hereby authorized to amend the text of these regulations or the Zoning District Map in light of changing conditions and in light of changes to the Comprehensive Plan. The provisions of this Section are not intended to relieve particular hardships nor to confer special privileges.

B. **Initiation of Amendment.** Amendments to the text of these regulations or the Zoning District Map may be initiated by the Board of Trustees, the Plan Commission, the Village Manager, any resident of the Village of Orland Park or any developer of any property located within the Village of Orland Park or its planning jurisdiction. Any amendment initiated by a resident which involves a single parcel of land shall require the submission of an application to the Development Services Department in accordance with the provisions of Sections [5-101](#)(B-D). (Ord. 4411 - 9/2/08)

C. **Review.** After receipt of a complete application for an amendment, the Development Services Department, shall complete the review of the application and shall send a written recommendation to ~~a Committee of the Board of Trustees and to~~ the Plan Commission, with a copy to the applicant, if any, setting forth whether the amendment should be granted or denied, setting forth a recommended zoning district classification, if any, and stating the grounds for any such recommendations as they relate to the standards and the purposes of the zoning district classifications of the Village, the standards in Subsection A, above, and the Comprehensive Plan and any adopted overlay plan. ~~Such recommendation shall be submitted to a~~

~~Committee of the Board of Trustees and to the Plan Commission at least five (5) days prior to the required public hearing. (Ord. 4411 - 9/2/08)~~

~~D. **Review by Committee.** The Committee of the Board of Trustees shall review the all application for amendments prior to the public hearing by the Plan Commission. (Ord. 4411 - 9/2/08)~~

E. Action by Plan Commission.

1. **Public Hearing.** The Plan Commission shall conduct a public hearing to consider any amendment to the text of these regulations or the Zoning District Map in accordance with the provisions of Section [5-101\(E\)](#). (Ord. 4411 - 9/2/08)

2. **Text Amendment.** The Plan Commission shall review a proposed text amendment, the recommendation of the Development Services Department, and the testimony at the public hearing, and the Commission shall recommend to the Board of Trustees approval, **with or without conditions**, or denial of the amendment. (Ord. 4411 - 9/2/08)

3. **Map Amendment.** The Plan Commission shall review a proposed map amendment by considering the recommendation of the Development Services Department and the following factors, and shall recommend to the Village Board of Trustees approval, **with or without conditions**, or denial of the amendment.

a. **LaSalle Factors.** When reviewing an application for a map amendment (rezoning) the following factors apply for consideration. The factors below come principally from the 1957 case LaSalle v. County of Cook. The factors are known as the LaSalle Factors, which Illinois courts apply over rezoning issues.

1. The existing uses and zoning of nearby property;
2. The extent to which property values are diminished by a particular zoning classification or restriction;
3. The extent to which the destruction of property value of a petitioning property owner promotes the health, safety, morals, or general welfare of the public;
4. The relative gain to the public as opposed to the hardship imposed on a petitioning property owner;
5. The suitability of the subject property for its zoned purposes;
6. The length of time the property has been vacant as zoned, considered in the context of land development in the area;
7. The Comprehensive Plan designation and the current applicability of that designation; and
8. The evidence or lack of evidence, of community need for the use proposed.

(Ord. 4411 - 9/2/08)

F. Action by the Committee of the Whole. The Committee of the Whole shall review all proposed text amendments, the recommendation and report of the Development Services Department, the testimony and evidence submitted at the public hearing, and the Plan Commission recommendation, and shall recommend approval, with or without conditions, or disapproval to the Board of Trustees. The Committee of the Whole, if required by Section 5-101.A.4, shall review all proposed map amendments, the recommendation and report of the Development Services Department, the testimony and evidence submitted at the public hearing, and the Plan Commission recommendation and shall recommend approval, with or without conditions, or disapproval to the Board of Trustees.

G. Action by Board of Trustees. The Board of Trustees shall review the proposed amendment, the recommendation and report of the Development Services Department, the Plan Commission recommendation, the Committee of the Whole recommendation if required by Section 5-108.F or Section 5-101.A.4, and shall grant, with or without conditions, or deny the amendment. ~~the recommendations of the Development Services Department and the Plan Commission, and shall grant or deny the amendment within thirty (30) days of receipt of the recommendation of the Commission.~~

SECTION 5-112. DEVELOPMENT AND SUBDIVISION REQUIREMENTS.

SECTION 5-112.E.9.e.3

3. **Landscape Plan Review and Inspections.** All preliminary landscape plans submitted to the Village in conjunction with single family and multifamily developments over two (2) units and with all non-residential developments, or for any other required landscape plans as detailed in Section [6-305](#) Landscape and Tree Preservation, shall be reviewed by the Plan Commission, ~~Committee and Board of Trustees~~ **the Committee of the Whole, if required by Section 5-101.A.4,** before Village **Board** approval. All final landscape plans shall incorporate conditions of approval of the Board approved preliminary landscape plan, and shall be reviewed and receive final approval from the Development Services Department upon recommendation of approval by the Village landscape consultant, if applicable.

Upon installation of required landscaping, the developer or property owner shall contact the Development Services Department to schedule a landscape inspection, which will initiate the landscape inspection process. All landscaping shall be inspected for proper installation and compliance with the approved landscape plan and any associated documentation, including hydro-period analyses or M&M Plans. A minimum of three (3) years of consecutive naturalized landscape area inspection approvals shall be attained before Village approval and acceptance of any stormwater management area. A minimum of one (1) year of site landscape approvals shall be attained before a letter of credit reduction can be requested. No letter of credit release shall be issued until a final landscape inspection approval has been granted by the Development Services Department. The fees charged to the Village by its landscaping consultant for landscape plan review shall be paid by the petitioner to the Village at the time of petition. Fees charged to the Village by its landscaping consultant for inspections of installed landscaping shall be paid by the petitioner to the Village by the applicant before final letter of credit release. (Ord. 3672 – 8/5/02; Amd. Ord. 5061–1/18/16; Amd. Ord. 5221 – 9/18/17; Amd. Ord. 5312 – 7/16/18)

SECTION 5-112.H.15-17

15. **Timing of Payment.** Cash contributions required under this Section shall be paid as follows:

a. All fees required pursuant to this Section, including fees arising from the development of land located in the Village's one and one-half (1-1/2) mile planning jurisdiction that may be the subject of an intergovernmental agreement, shall be due and owing prior to final plat approval by the Board of Trustees, or as provided by the terms of a ~~developer-developer~~ **development** agreement entered into between the Village and an applicant. However, if the applicant's lands are the subject matter of an annexation agreement, payment shall be made at the times and in the manner provided in said annexation agreement. (Ord. 4412 - 9/2/08)

b. It shall be the duty of the Village Comptroller to establish regulations and procedures for the collection and administration of the cash contributions required under this Section.

16. **Credit for Land or Contribution of Cash in Lieu of Land Given Under Annexation Agreements.** If an applicant has given land and a contribution of money or a contribution of cash in lieu of land as part of an annexation agreement and thereafter the applicant or his or her successors submits a plan of subdivision or resubdivision or final development plan which will increase the density of population in those areas covered by the annexation agreement, then the applicant shall be required to make an additional contribution of park and recreation land or land for school sites or land for transportation facilities or of cash in lieu thereof as outlined above. The additional land or cash in lieu of land to be contributed shall be the difference between that land or cash in lieu of land required as determined from the plat of subdivision or resubdivision or final development plan and that land or cash in lieu of land previously contributed under the annexation agreement.

17. **Developer Agreements.** **Upon review and recommendation of the Committee of the Whole and approval by the Board of Trustees,** the Village may enter into a ~~developer~~-**development** agreement with any applicant which sets forth the time and manner of compliance with the terms of this Section and implementation of any other provisions of these regulations. If any ~~developer~~-**development** agreement has previously been entered into between the Village and an applicant, and that agreement remains in full force and effect, the provisions of that agreement shall control and this Section shall have no force and effect, provided that the applicant complies with the terms of such agreement. However, if such applicant is not complying with the terms of that agreement or the agreement does not set forth a specific dollar amount that the applicant is required to pay to the Village, then the provisions of this Section shall apply and the Village shall utilize the fees set forth herein to determine the appropriate exaction amount, less credits, if any. Further, if the development contemplated by an applicant has either increased in density or has otherwise increased the traffic on the Village's transportation system previously estimated following annexation, then the ~~developer~~-**development** agreement previously entered into between the applicant and the Village shall be amended and the applicant shall pay an additional pro-rata fee, based on the fees set forth in this Section, less credits, if any. (Ord. 4412 - 9/2/08)

18. **Audit Reports.** The Village shall have the right to request and receive from the affected school districts, or such other appropriate agencies, annual audit reports and any other information the Village may need from time to time to insure compliance with this Section.

19. **Indemnification.** The affected school districts, or such other appropriate agencies, shall be required, as a condition of receiving the donations hereunder, to indemnify and hold harmless the Village from any loss, claims and causes of actions of every kind incurred by the Village as a result, either directly or indirectly, of the passage of this Section, or the administration or enforcement thereof, including any so incurred as a result of a lawsuit brought or threatened by an applicant.. If the Village is sued by any applicant as a result, directly or indirectly, of the passage of this Section, the school district or other appropriate agencies affected may, at its option, undertake the defense thereof but all costs and expenses of such defense, including attorneys' fees, shall then be borne by the affected school district or appropriate agencies. (Ord. 4412 - 9/2/08)

SECTION 3-101. BOARD OF TRUSTEES.

In addition to any authority granted the President and Board of Trustees by state law or other ordinances of the Village, the President and Board of Trustees shall have the following powers and duties:

A. To adopt, review and amend the Comprehensive Plan for the Village, the Capital Improvements Plan and such overlay plans as they may deem necessary and appropriate;

B. To review ~~by Committee~~ all applications for special use permits, map and text amendments and preliminary plans prior to public hearing by the Plan Commission in accordance with the provisions of Sections [5-105\(I\)](#), [5-108](#) and [5-112\(D\)](#).

C. To hear, review, approve or disapprove special use permits after recommendation by the Plan Commission in accordance with the provisions of Section [5-105\(I\)](#);

D. To hear, review and approve appeals from special use permits in accordance with the provisions of Section [5-105\(H\)](#);

E. To initiate, hear, review and adopt amendments to the Zoning District Map after recommendation by the Plan Commission in accordance with the provisions of Section [5-108](#);

F. To initiate, hear, review and adopt amendments to the text of these regulations after recommendation by the Plan Commission in accordance with the provisions of Section [5-108](#);

G. To hear, review and approve or disapprove all applications for approval of plats of subdivision in accordance with the provisions of Section [5-112](#); and

H. To take such other action not delegated to the Plan Commission as the Board of Trustees may deem desirable and necessary to implement the provisions of these regulations and the Comprehensive Plan.
(Amd. Ord. 5167 – 2/20/17)

SUBSTANTIVE AMENDMENT: **UPDATE TO THE OLD ORLAND HISTORIC DISTRICT CERTIFICATE OF APPROPRIATENESS REVIEW PROCESS**

AMENDMENT SUMMARY

SECTION 6-209.G

- The review process for Certificate of Appropriateness applications is updated to remove the “Committee of Trustees” from the tables listed in Section 6-209.G to reflect the changes to replace the Development Services, Engineering and Planning Committee with the Committee of the Whole, as approved by the Village Board on November 18, 2019.

AMENDMENT EXPLANATION

The proposed amendment will remove the Committee of Trustees from the tables outlining the Certificate of Appropriateness review process. Table 6-209.G.1, which details the review and approval process for contributing structures and landmarks in the Old Orland Historic District, and Table 6-209.G.2, which details the review and approval process for non-contributing structures and new construction, are revised to reflect the changes to replace the Development Services, Engineering and Planning Committee with the Committee of the Whole, as approved by the Village Board on November 18, 2019.

PROPOSED AMENDMENT TEXT

SECTION 6-209.G

G. Review Process for Certificate of Appropriateness.

The Certificate of Appropriateness review process is designed to protect historic properties from insensitive or non-conforming alterations and to ensure new buildings are compatible in design with older buildings in the Old Orland Historic District. The process for Certificates of Appropriateness is outlined in Section [5-101](#) of the Land Development Code (5-101.C and 5-101.D) and shall follow the requirements outlined in Section [5-110](#) of the Land Development Code pertaining to Landmarks. (Ord. 5312 – 7/16/18)

The tables below outline the Certificate of Appropriateness review and approval process for the three categories of buildings in the OOH District and landmarks and are followed by descriptions of the terms used. Once the required review and approval is obtained, building permits must be procured from the Village before the proposed work begins.

<u>Table 6-209.G.1: Review and Approval Process for Contributing Structures and Landmarks</u>					
	Public Hearing	Plan Commission	Committee of Trustees	Board of Trustees	Administrative Review
Major Change (All)	X	X	X	X	
Minor Change (Landmarks)		X	X	X	
Minor Change (Contributing Structures)					X
Routine Maintenance					X
COA for Demolition	X	X	X	X	

Table 6-209.G.2: Review and Approval Process for Non-Contributing Structures and New Construction					
	Public Hearing	Plan Commission	Committee of Trustees	Board of Trustees	Administrative Review
Major Change (All)					X
Minor Change (All)					X
Routine Maintenance					X
COA for Demolition (All)					Not Required
New Construction (Freestanding Residential)					X

Table 6-209.G.1: Review and Approval Process for Contributing Structures and Landmarks				
	Public Hearing	Plan Commission	Board of Trustees	Administrative Review
Major Change (All)	X	X	X	
Minor Change (Landmarks)		X	X	
Minor Change (Contributing Structures)				X
Routine Maintenance				X
COA for Demolition	X	X	X	

Table 6-209.G.2: Review and Approval Process for Non-Contributing Structures and New Construction				
	Public Hearing	Plan Commission	Board of Trustees	Administrative Review
Major Change (All)				X
Minor Change (All)				X
Routine Maintenance				X
COA for Demolition (All)				Not Required
New Construction (Freestanding Residential)				X

SUBSTANTIVE AMENDMENTS: **ESTABLISH CRITERIA FOR SITE AND ELEVATION PLANS**

AMENDMENT SUMMARY

SECTION 2-102

- Definitions are added to define site plan and building elevations.

SECTION 5-101.K

- Language is added outlining the information required to be provided on both site plan and building elevations.
- Language is reformatted and added to clarify complete application submittals.

AMENDMENT EXPLANATION

The Land Development Code references site plan and building elevation review, however the Code is silent in what exactly a site plan or building elevation is and what is required on such plans. To provide clarification and consistency in plans, the proposed text amendment clearly defines the two terms while establishing all information that is to be provided on the site plan and building elevations. The information required for site plans will ensure staff, Plan Commission, Village Board, and the petitioner will have the necessary information to conduct a complete and comprehensive review. Language is also added and reformatted to clarify what a complete application consists of.

PROPOSED AMENDMENT TEXT

SECTION 2-102

Building Elevations means architectural plans or drawings prepared to scale and fully dimensioned, illustrating the exterior design and character of the building, construction types, specific building materials, and colors on all four sides of the proposed structure.

Site Plan means a plan, prepared to scale, showing accurately the boundaries of a site and including but not limited to the location of all buildings, structures, uses, access drives, roadways, parking, sidewalks, and any other site development features proposed on a specific parcel of land.

SECTION 5-101

K. Role of the Development Services Department

1. Conference with the Development Services Department.

a. **Pre-Application Conference.** A petitioner or an applicant for development approval may request an informal conference with the Development Services Department prior to filing a petition or application. The pre-application conference shall be informal and its purpose shall be to discuss the proposals, views and concerns of the applicant and the Village, and to review for compliance with codes, plans and policies.

2. Application Submission Requirements.

a. **Application and Fee.** When the petitioner or applicant is ready following the pre-application conference, all applications for development approval shall be submitted to the Development Services Department accompanied by the payment of a fee as authorized in Section [1-104](#). Applicants for development approval may be required to submit additional information.

3. **Complete Applications.**

- a. **Determination of Completeness.** Within fifteen (15) days after receipt of an application for development approval, the Development Services Department shall determine whether the application is complete. If it is determined that the application is complete, the applicant will be notified in writing that the application has been accepted for filing. If the application is not complete, the applicant shall be notified, specifying the deficiencies of the application, including any additional information which must be supplied. ~~A complete application shall consist of a fully completed notarized petition form, a site plan, elevations, required review fees as set by the Village Board of Trustees, preliminary engineering plans and the following supporting documents when applicable as determined by the Development Services Department. Additional documents not listed here may be requested as needed by the Development Services Department but shall not be used to determine completeness. A complete petition does not mean automatic scheduling rights to public meetings.~~
- ~~(1) Original, sealed Plat of Survey (ALTA or otherwise), including legal description.~~
 - ~~(2) Receipted copy of the most recent property tax bill, or evidence of payment (copy of bill, canceled check, etc.).~~
 - ~~(3) Responses to the Special Use Standards, Variance Standards and/or Rezoning Factors as needed on a per project basis (if applicable).~~
 - ~~(4) Letter of authorization to petition from the property owner, if the property is rented/leased by the Petitioner.~~
 - ~~(5) Copy of the contract to purchase and a letter of authorization to petition from the property owner, if the property is undergoing due diligence for a contract sale.~~
 - ~~(6) Certified copy of the trust agreement, a list of beneficiaries, and a letter of authorization from the trust officer, if the property is owned by a trust. (Amd. Ord. 5167—2/20/17)~~

A complete application shall consist of the following documents, unless otherwise determined by the Development Services Department:

- 1. A fully completed notarized petition form**
- 2. Site plan**
- 3. Building elevations**
- 4. Required review fees as set by the Village Board of Trustees**
- 5. Preliminary landscape plan**
- 6. Preliminary engineering plans**
- 7. Preliminary plat of subdivision**
- 8. Traffic study, if required by Section 6-405**
- 9. Original, sealed Plat of Survey (ALTA or otherwise), including legal description.**
- 10. Disclosure of ownership information:**
 - a. A receipted copy of the most recent property tax bill, or evidence of payment (copy of bill, canceled check, etc.)**
 - b. A copy of the current title insurance policy**
 - c. If the property is owned by the petitioner, a copy of the latest recorded deed**
 - d. If the property is rented or leased by the petitioner, a letter of authorization to submit the petition from the property owner**
 - e. If the petitioner is a contract purchaser and the property is undergoing due diligence for a contract sale, a copy of the contract to purchase and a letter of authorization to submit the petition from the property owner**
 - f. If the property is owned by a trust, a certified copy of the trust agreement, a list of beneficiaries, and a letter of authorization to submit the petition from the trust officer**

- g. Copy of any covenants, conditions, easements, or restrictions placed on the property and now of record concerning use limitations, the type of improvements, setbacks, area or height requirements, occupancy, etc.
- 11. Responses to the Special Use Standards, Variance Standards and/or Rezoning Factors, as needed on a per project basis, if applicable
- 12. Additional supporting documents listed within the Development Services Development Petition Application packet
- 13. Additional documents not listed here may be requested as needed by the Development Services Department but shall not be used to determined completeness. A complete petition does not mean the right to automatic scheduling to public meetings or public hearings.
- b. Site Plan. As required above, a Site Plan shall accompany all applications. Where applicable, all site plans shall include the following information. At the discretion of the Development Services Department, one or more of the following requirements may be waived or additional information may be requested.
 - 1. General Requirements:
 - Plans prepared to a scale, sites less than 2 acres 1"=20' and 2 acres or more 1"=40', parcels greater than 15 acres may be of smaller scale however in no case less than 1"=100'
 - Location of tract by an insert map
 - Parcel Identification Number (PIN)
 - 2. Title Block and Drawing Title on Every Sheet:
 - Development Name
 - Name and address of consultant preparing plans
 - Project Name
 - Scale
 - North arrow
 - Address of site (to include township)
 - Date, with all revision dates
 - Sheet Number(s) and exhibit labels
 - Legend
 - 3. Data Box:
 - Current and proposed Zoning district classification and land use(s)
 - Gross area of subject site and Net area (buildable)
 - Landscaped area, total size of all principal and accessory buildings
 - Area of wetlands, floodway, floodplain detention/retention ponds, open water
 - Floor area ratio, square footage of buildings and number of floors
 - Number of required parking spaces (including handicapped)
 - Number of parking spaces provided (including handicapped)
 - Gross impervious surface area and lot coverage, as defined by Section 2-102, and percentage of site coverage
 - Number of lots and buildings
 - For residential developments, table indicating smallest, largest and average lot size, total number of lots/dwelling units and density (dwelling units per acre, gross and net density)
 - Area of common/private open space and park land
 - 4. Elements Of Drawing:
 - Location and dimensions of property boundary lines, lot lines, and street right-of-way lines, including required setbacks

- All proposed buildings and existing buildings to remain on the site, including dimensions, square footage, setbacks, and building separation measurements.
- All buildings within fifty (50) feet of the site boundaries, including existing zoning and land use(s)
- Name, location, dimensions, widths, and materials of existing and proposed streets, right-of-ways, driveways, access points, points of ingress/egress, turn lanes (existing and proposed), parking lots, sidewalks, pedestrian paths, bike paths, and other impervious surfaces on the subject site and adjacent properties within fifty (50) feet of the site boundaries
- Location, dimensions, and purpose of all easements and underground utilities (proposed and existing on the subject site and adjacent properties
- Parking areas marked with stalls and dimensioned
- Loading areas
- Detention or retention areas (proposed and existing), proposed high water line, existing water bodies, wetland boundaries and required buffers/setbacks, streams, floodplain/floodway
- Location of existing trees and notable natural features
- Location of lighting, including adjacent R.O.W. lighting
- Location and dimension of landscaped areas, including landscape islands
- Location of park land/open space, designated private open areas or recreational facilities, and schools
- Location of signs (existing and proposed) type, size, and height of existing and proposed
- Location of type, size, and height of existing and proposed screening, fencing, retaining walls, trash enclosures
- Turning radius showing adequate maneuverability for all emergency and delivery vehicles
- Floor (and seating) plan

c. **Building Elevations.** As required above, when applicable, buildings elevations shall accompany all applications. All building elevations shall include the following information. At the discretion of the Development Services Department, one or more of the following requirements may be waived or additional information may be requested.

1. General Requirements

- All plans prepared by a licensed architect
- Plans prepared to a scale and fully dimensioned

2. Title Block and Drawing Title on Every Sheet:

- Development Name
- Name and address of consultant preparing the plans
- Address of site (to include township)
- Date, with all revision dates
- Sheet Number(s)

3. Elements Of Drawing:

- Architectural depiction of all four (4) side of the proposed structure(s)
- Height of proposed structure(s), and all other pertinent dimensions
- Proposed materials and colors clearly indicated as to where proposed. Material samples and/or specification sheets showing appearance, type, color, and texture of all exterior building materials
- Proposed roofing material and color
- Screening material of mechanical equipment

- Elevation, style, material, color, and dimensions of fencing, retaining walls, trash enclosures, and other accessory structures
- Proposed wall signage
- Proposed wall lighting
- All proposed special features or architectural elements

B d. Incomplete Application. As long as an application remains incomplete, no further action shall be taken by the Village on the application until the deficiencies are corrected.

C e. Remedy of Deficiencies. If the applicant fails to correct the specified deficiencies within thirty (30) days of the notification of deficiency, the application for development approval may be terminated by the Village.

SUBSTANTIVE AMENDMENT: **UPDATE TO THE SIGN CODE**

AMENDMENT SUMMARY

SECTION 6-307

- A new sign district and table is created for Sign District #5 to provide regulations for signs in the Old Orland Historic District (OOH) within the Sign Code Section 6-307. Language is removed from Section 6-209.E to remove sign regulations currently listed in the Old Orland Historic District
- Language is added to clarify that Drive-Through Accessories shall be approved via a sign permit and are subject to the requirements of Section 6-302.K of the Land Development Code
- Language is added to clarify the permitted signage on gas station service station islands
- Language is added to reference landscaping requirements around the base of all ground signs in accordance with the existing regulations noted in Section 6-305.D.7 of the Land Development Code
- Language is added to Sign District #1: Residential to clarify that monument signs or dual post signs shall be prohibited for individual single-family lots

SECTION 6-209.E

- Language is deleted to remove existing signage regulations listed in the Old Orland Historic District to reflect the new signage regulations to be located in Section 6-307 Signs.

AMENDMENT EXPLANATION

The proposed amendments to Section 6-307 clarify regulations within the Sign Code section of the Land Development Code. After reviewing sign permit applications using the new Sign Code, staff found that some regulations required clarification for consistent administration of the code. Revisions are added for gas station signage and for monument and dual post signs in Sign District #1 (Residential). References are included for Drive-Through Accessories signage, such as menu boards and preview boards, per Section 6-302.K and landscaping requirements for monument signs per Section 6-305.D.7.

Additionally, an amendment is proposed to Section 6-209.E, which removes the existing signage regulations for the Old Orland Historic District (OOH). The regulations for signs in the OOH District are currently separated from the Village's other signage requirements listed in Section 6-307. Language from Section 6-209.E is removed and revised to reference the new sign code requirements in Section 6-307 in order to provide a clear and consistent format so that the code is easier to understand. New sign regulations are created under Sign District #5 in Section 6-307 so that all signage regulations for each zoning district would now be included within the Sign Code. The current signage requirements for buildings in the OOH District are also outdated. The proposed changes will help make the code requirements easier to understand and calculate as well as provide regulations that are consistent with how the updated Sign Code measures allowable sign face area. The newly established Sign District #5 includes specific regulations for wall signs, awning signs, projecting signs, monument signs, and dual post signs.

PROPOSED AMENDMENT TEXT

SECTION 6-307 - SIGNS

The proposed amendments to Section 6-307 are displayed in **red text** within the attached **Exhibit B - Section 6-307 Signs - Proposed Amendments** dated 11/25/2019.

SECTION 6-209.E – OLD ORLAND HISTORIC DISTRICT

E. Signage.

Signs in the OOH District shall be compatible with the architecture, scale and design of the building of which it is a part. Signs should not obscure or overwhelm architectural details. Building directories are encouraged for multi-tenanted buildings. **All signs shall conform to the requirements listed in Section 6-307 Signs.**

~~1. Flat Wall Signs.~~

~~Only one (1) sign shall be permitted per lot frontage on a public right-of-way. The maximum sign area shall be 7.5% of the area of the first two (2) stories of building elevation on which it is placed, or for a multi-tenant retail-commercial building, each tenant may have a sign area not to exceed 7.5% of the area of its leased exterior storefront. Wall signs may not cover any part of a window or extend above the roof line.~~

~~2. Canopies or Awnings.~~

~~Canopies or awnings are considered to be wall signs and must be opaque and made of fabric. Lettering should be confined to the area of the awning perpendicular to the sidewalk. Avoid lettering on slants and curves. Lettering must not exceed twenty percent (20%) of the total canopy or awning area, subject to the other wall sign limitations, and be limited to placement above windows and doors.~~

~~3. Projecting Signs.~~

~~Projecting signs cannot extend more than 3 feet into the public right-of-way. The bottom of the sign must be at least 7 feet from the ground. The maximum size of such sign shall be ten (10) square feet. Such signs shall not be internally illuminated.~~

~~4. Window Signs.~~

~~Window signs may cover no more than fifteen percent (15%) of the window area and lettering shall be painted. Sign area shall be calculated by drawing a box around each word.~~

~~5. Freestanding Signs.~~

~~Permanent freestanding signs shall only be permitted on lots forty (40) or more feet in width. The maximum sign face area shall be twenty (20) square feet with a maximum height of five (5) feet. Message boards are not permitted.~~



~~Wall and Window Signs~~



~~Signage Examples:~~

~~1. Window Signs~~

~~2. Wall Signs~~

~~3. Canopy Signs~~

4. Projection Signs



Freestanding Sign

SUBSTANTIVE AMENDMENT: **UPDATE TO THE REQUIREMENTS FOR DRIVE-THROUGH ACCESSORIES**

AMENDMENT SUMMARY

SECTION 6-302.K

- Language is added to clarify the location of Drive-Through Accessories and landscape screening requirements for landscape bufferyards.
- Language is removed to clarify the requirements for Drive-Through Structures listed under Section 6-302.K Drive-Through Accessories.

AMENDMENT EXPLANATION

An amendment is proposed to revise language to clarify where Drive-Through Accessories shall be located. Language is added to specify that Drive-Through Accessories shall not be located between the buildings and streets, except if approved via a Special Use Permit. Additionally, the Code currently states that Drive-Through Structures shall not extend beyond 20% of the size of the menu board in surface area. The proposed amendment removes this language, which is unclear.

PROPOSED AMENDMENT TEXT

SECTION 6-302.K

K. Drive-Through Accessories.

1. Drive-Through Accessories shall be screened from all public right of ways and adjacent residential properties in accordance with the Screening Requirements set forth in Section [6-308.J](#) and **Section 6-305.D.4 Landscape Bufferyards**. No Drive-Through Accessories shall be located ~~within~~ **between** the building setback **area and the street, except in conjunction with a Special Use Permit.**

2. Drive-Through Accessory Standards.

a. Drive Through Structures are subject to the following conditions:

1. Drive-Through Structures shall not exceed fourteen (14) feet in height.

~~2. Drive-Through Structures shall not extend beyond 20% of the size of the menu board in surface area.~~

b. Menu Boards are subject to the following conditions:

1. One (1) Menu Board shall be allowed per Order Confirmation Point.

2. Menu Boards shall not be more than fifty (50) square feet in surface area.

3. The highest point of a Menu Board shall not exceed a height of seven (7) feet from grade.

4. Menu Boards shall not exceed two (2) feet in dimensional depth.

5. A minimum five (5) foot wide on average landscape planting bed shall be installed around the entire base of all new permanent menu boards. A minimum of fifty percent (50%) of the area of the landscape bed around a menu board shall be occupied by vegetation. Vegetation should have year-round interest and should include shrubs, ornamental grasses and perennials; turf grass is not permitted. Plantings should be large enough to cover or soften the base of the menu board without blocking the displayed information.

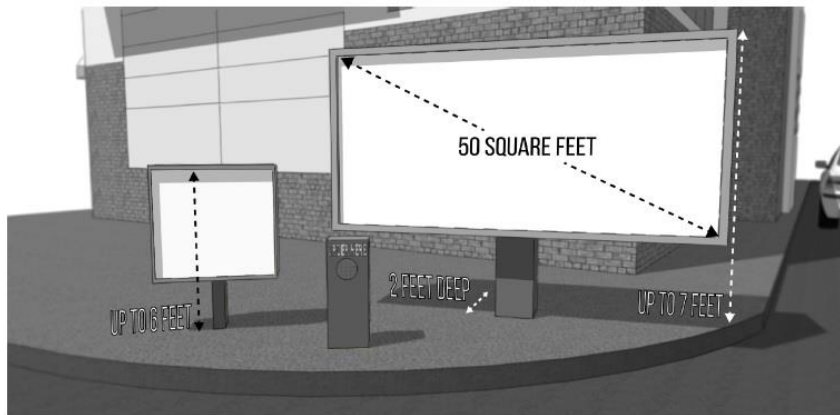
c. Preview Boards are subject to the following conditions:

1. One (1) Preview Board shall be allowed per Order Confirmation Point.

2. Preview Boards shall not exceed 50% of the surface area of the primary Menu Board.

3. Preview Boards shall not exceed a height of six (6) feet.

Figure 6-302.K.2 - Drive-Through Accessories



3. Digital Menu Board Brightness Size.
 - a. The maximum permitted brightness for a Digital Menu Board shall be determined by the total area that emits light. The regulations for Digital Menu Board size and brightness are set forth in Table 6-302.K.3.A. Digital Menu Board size shall be rounded to the closest correlated size listed in Table 6-302.K.3.A when defining maximum permitted brightness.

Table 6-302.K.3.A

Menu Board Screen Size (Square Feet)	Menu Board Brightness (Nits)
0 - 25	3500
30	3200
35	2900
40	2600
45	2300
50	2000

(Amd. Ord. 5221 – 9/18/17)

SUBSTANTIVE AMENDMENT: **UPDATE TO SCREENING REQUIREMENTS**

AMENDMENT SUMMARY

SECTION 6-308.J

- Language is revised to amend the screening requirements for mechanical equipment and service, storage, utility, and loading areas.

AMENDMENT EXPLANATION

The proposed amendment updates the existing regulations for the screening of service areas, utility areas, loading areas, storage areas, overhead doors, trash collection and recycling areas, and other potentially unattractive places listed in Section 6-308.J. The proposed language also includes specific code requirements for roof-mounted and ground-mounted mechanical equipment.

PROPOSED AMENDMENT TEXT

SECTION 6-308.J

J. Screening.

- ~~1. Screening of service yards, utility meters and hardware, overhead doors, mechanical equipment, refuse areas, and/or other potentially unattractive places from public view, shall be accomplished by the use of walls, fencing, planting, or combinations of all of the measures that follow. Screening shall be equally effective in the winter and the summer seasons. For rooftop equipment, parapet walls are required along street frontages and bordering residential areas that parapet walls must be at least 3 feet in height and constructed of matching building materials to the principal structure. (Ord. 2959 11/18/96; Amd. Ord. 3837 12/1/03)~~
- ~~a. Adjusting the architectural or landscape profile to screen those elements from view;~~
- ~~b. Placing those elements on service courts or other locations not usable by the general public; or~~
- ~~c. Integrating those elements into the architecture or landscaping of the site.~~
- ~~2. The degree of visibility and screening of service yards, utility meters and hardware, mechanical equipment, refuse areas, and/or other potentially unattractive places shall be evaluated using the following criteria:~~
- ~~a. The degree of visibility from all adjacent public ways;~~
- ~~b. The architectural compatibility of the design and color of the yards, meters and equipment of the building;~~
- ~~c. Possible visibility from future buildings and public ways; and~~
- ~~d. Internal overall appearance in relation to the site.~~

1. Service areas, utility areas, loading areas, storage areas, mechanical equipment, overhead doors, trash collection and recycling areas, and other potentially unattractive places shall be completely screened from view on all sides so that no portion of such areas are visible from streets, drives, and adjacent properties. Screening shall be accomplished by the use of walls, fencing, landscaping, or a combination of measures. Screening shall be equally effective in the winter and the summer seasons. Screening shall be architecturally compatible with the principal building in terms of design type, materials, and colors. Wherever possible, mechanical equipment shall be contained within buildings or shall be roof-mounted per Code requirements.

2. Ground-based mechanical equipment shall be located in rear or interior side yards. All ground-based mechanical equipment, including, but not limited to, heating, ventilating, and air-conditioning units (HVAC), shall be fully screened from public view in accordance with the screening regulations of this Section.

3. Roof-mounted mechanical equipment shall be fully screened from view by parapet walls, the roof structure, architectural elements, or an alternative screening structure. The height of the screening shall be equal to or taller than the height of the tallest point of the mechanical equipment installed on the building. Such screening shall be constructed of building materials that match the principal structure to blend in with and complement the architecture of the building. New buildings and structures shall be designed to provide a parapet wall or other architectural building element that is equal to or taller than the height of the tallest point of the mechanical equipment installed on the building. Screening walls shall be architecturally consistent with the structure and match the existing structure's paint, finish, and trim detail.

(Ord. 2959 - 11/18/96; Amd. Ord. 3837 - 12/1/03)

SUBSTANTIVE AMENDMENT: **UPDATE TO PARKING LOT SCREENING AND SETBACK REQUIREMENTS**

AMENDMENT SUMMARY

SECTION 6-305.D.6.a.1.i

- Language is added to clarify parking lot screening requirements for shared parking scenarios detailed in Section 6-305.D.6.a.1.i.

AMENDMENT EXPLANATION

The proposed amendment clarifies requirements for shared parking lots. Language is added to allow for a reduction to the parking lot screening and setback requirements along shared lot lines to accommodate shared parking lots.

PROPOSED AMENDMENT TEXT

SECTION 6-305.D.6.a.1.i

i. All parking lot areas greater than seven (7) parking spaces shall be significantly screened from view from adjacent properties and streets with landscaping, ornamental fencing, masonry wall, or a combination thereof. A minimum ten (10) foot wide planting bed shall be required around the perimeter of all required parking lots that are visible from adjacent properties and streets. The setback distance between a parking lot and adjacent property line shall in all cases be a minimum of ten (10) feet, as measured from the parking lot back of curb. **Parking lot screening and setback requirements shall be waived between lot lines for shared parking lots, as determined by the Development Services Department.**

CLARIFICATION AMENDMENTS: **MINOR MODIFICATIONS TO PREVIOUSLY APPROVED LAND DEVELOPMENT CODE AMENDMENTS**

AMENDMENT SUMMARY

- **Section 6-202 R-1 Residential**: Revise number of format
 - Correct formatting error
- **Section 6-302 Accessory Use**: Text relating to air conditioners, decks, vending machines, and wind energy conversion system erroneously omitted.
 - Re-insert Air Conditions into Table 6-302C.1(A)-Attached Accessory Structure
 - Update “Specific Standards” column for Decks from 6-302.C.42 to 6-302.C.43
 - Re-insert “Vending Machines” and “Wind Energy Conversion Systems” in to Section 6-302.C.1B.
- **Section 6-304 Temporary Uses**: Section relating to revisions for temporary hiring offices, not properly noticed
 - Update the maximum length of time a permit can be issued to clarify that the date occupancy is granted is for the temporary hiring office and not the principle use of the site under construction.
 - Update that the trailer or temporary structure must be removed before conditional or full occupancy is granted for the principle non-residential construction project.
- **Section 6-314 Environmental Technology Standards**: Revise number of format and add or remove minor text
 - The addition of the word “be” in the section relating to “Building-Mounted Systems” in C.2
 - Reformat as Section D.4 had duplicate “g”.
 - the removal of the word “and” in the section relating to “Test WECS” in Section E.5.1

AMENDMENT EXPLANATION

On March 4, 2019, the Village Board formally approved various revisions to the Land Development Code. During the codification process, errors have been identified. To ensure proper process and amendments are conveyed, the Plan Commission must review and approve the following items, as outlined below.

SECTION 6-202 R-1 RESIDENTIAL DISTRICT

The format for the Place of worship in the R-1 District is currently incorrect. The proposed revisions below will clean-up the format. No change to the use is proposed.

SECTION 6-302.C ACCESSORY STRUCTURES AND USES.

With the adoption of the Land Development Code amendments approved by the Village Board on March 4, 2019, various items were erroneously omitted from Section 6-302. Since the approval ordinance replaced Section 6-.302 C in its entirety, the Plan Commission must review and amend this Section to include those items not previously included. It was never the intent to eliminate such regulations with the adoption of the updates.

SECTION 6-304 TEMPORARY USES

This proposed revisions appeared before the Plan Commission in December of 2018. However, such revisions to the Land Development Code were not properly noticed therefore, to make the proposed revision legal, the

Plan Commission must consider the proposed revision again, as properly noticed. There have been no changes to the amendment as presented and reviewed in December of 2018.

An amendment is proposed to the requirements for temporary hiring offices. It was identified that there may be confusion as to whether the length of a permit issued by the Building Department would be 45 days from the date occupancy was granted for the temporary hiring office or the principle non-residential construction project.

The intent of this update is to clarify the maximum length of a permit issued by the Building Department. The current code states that the maximum length of a permit for a temporary hiring office shall be 45 days from the date occupancy is granted, but does not clarify that the occupancy is referring to the hiring office and not the principle non-residential construction project. It is recommended that the maximum length of the permit be updated to clarify that the 45 days from the date of occupancy refers to the occupancy of the temporary use and not the principle structure under construction.

SECTION 6-314 ENVIRONMENTAL TECHNOLOGY STANDARDS.

With the adoption of the Land Development Code amendments approved by the Village Board on March 4, 2019, Section 6-314 was replaced in its entirety with the revisions presented. During the codification process errors were identified, and the proposed revisions outlined below clarify those items. It is noted the proposed revisions do not modify the intent of the originally approved ordinance, as the revisions are minor in nature.

PROPOSED AMENDMENT TEXT

SECTION 6-202. R-1 RESIDENTIAL DISTRICT.

4. Places of worship which may include overnight shelter for up to eight (8) adults, provided that:
 - a. The use is located on a lot not less than 12,000 square feet and a width of 90 feet; and
 - ~~6~~ **b.** No structure is located within 25 feet of a side lot line.

SECTION 6-302.C ACCESSORY STRUCTURES AND USES.

- Table 6-302.C.1(A) – Attached Accessory Structures - Amendments are included in **Exhibit C**
- Permitted Accessory Structures and Uses. The following regulations to be reinserted.

45. Vending Machines: Permitted for non-residential uses in the VCD, BIZ, COR and ORI Districts, and must be positioned as close to the building as possible meeting the requirements of the Village Code and applicable rules and regulations.

46. Wind Energy Conversion Systems: See Section 6-314 Environmental Technology Standards.

SECTION 6-304.C. 10. Temporary Hiring Offices.

10. Temporary Hiring Offices.
 - a. Permitted in any district where the use is accessory to a non-residential construction project. Such offices shall not be used as a residence, and shall not contain any sleeping or cooking

accommodations. All such offices shall comply with the Illinois Accessibility Code and Illinois Plumbing Code.

- b. The maximum length of a permit issued **for the temporary hiring office** by the Building Department shall be 45 days from the date occupancy is granted- **for the temporary hiring office.**
- c. If the temporary hiring office is in a trailer or similar temporary structure, the trailer or structure shall be removed upon completion of the construction project and before a Conditional or Full Certificate of Occupancy is issued **for the principle non-residential construction project.**
- d. If the temporary hiring office is in a trailer or similar temporary structure, a bond shall be provided prior to the issuance of a permit, in an amount not less than \$5,000.00 to assure the removal of the trailer or similar temporary structure, disconnection of any utilities which were connected thereto, and storage of the trailer after removal. Storage costs shall be assessed at \$100.00 per day. The bond shall expire not less than 60 days after the end of the permit period or any renewal period granted.
- e. No such office shall be used as a primary office headquarters.

SECTION 6-314 ENVIRONMENTAL TECHNOLOGY STANDARDS.

Section 6-314.C.2 "Building Mounted System"

2. **Building-Mounted Systems.** A building-mounted solar energy system may **be** roof-mounted, wall-mounted, or building-integrated on a principal building or accessory structure, in accordance with the following conditions:

a. **Roof-Mounted Systems.**

1. **Location.** Where feasible, solar collector units shall be consolidated into one central area on the roof, rather than scattered in multiple groups on the roof. Solar collector panels shall not be attached to chimneys.

2. **Setback.** No part of a roof-mounted system shall extend beyond the edge of the roof, the parapet wall, or the exterior perimeter of the structure on which it is mounted. Solar collector panels shall meet all building and fire code setbacks required by the Village Code, as amended.

3. **Quantity.** A rooftop may be covered by as many collectors or arrays as may be spatially and structurally feasible, provided that systems shall not impede the required maintenance areas around mechanical equipment and meet all Village Code requirements.

4. **Flat Roofs.** On flat roofs, a solar energy system shall be completely screened from view from streets, public right-of-ways, and neighboring properties in accordance with Section 6-308.J (Screening). Solar energy systems may be angled to achieve maximum sun exposure, but shall not exceed eight (8) feet in overall height or extend above the building parapet, whichever results in less height. In no instance shall any part of the system extend beyond the edge of the roof or the highest point of the parapet or screening wall. Parapet walls, screening walls, and other screening methods may be waived by the Development Services Department if all parts of a solar energy system are completely screened from view from streets, public right-of-ways, and neighboring properties.

5. **Pitched Roofs.** On pitched roofs, a solar energy system shall be flush-mounted parallel to the pitch of the roof and shall not project higher than twelve (12) inches from the roof surface at any point. No portion of the solar energy system shall extend beyond the ridgeline of the roof, the roof eaves, or the vertical extension of the exterior wall.

b. **Wall-Mounted Systems.**

1. **Location.** Only building-integrated or flush-mounted systems shall be permitted on street-facing facades or primary building elevations. Systems that are not building-integrated or flush-mounted shall be permitted on elevations facing the rear and interior side yards.
2. **Projection.** Wall-mounted systems may project up to five (5) feet from a building façade.
3. **Setback.** Wall-mounted systems may project into a side or rear setback, but shall be no closer than five (5) feet to the side or rear property line.
4. **Height.** A building-mounted solar energy system may not extend above the highest point of the roofline or parapet wall of the building which the solar energy system is affixed to.
- c. **Building-Integrated Systems.** Building-integrated solar energy systems are built into and contained within building materials such as roofing, windows, skylights, awnings, canopies, parking lot canopy shade structures, and similar architectural components. Building-integrated systems shall be permitted on all building facades and accessory structures provided the building component in which the system is integrated meets all required setbacks for the district in which the building is located. Exterior walls and finish materials shall comply with the masonry and building material requirements listed in Section 6-308 (Design Standards) and the Village Code, as amended.

Section 6-314.D.4 “General Requirements”

4. **General Requirements.**
 - a. **Access.** A GES shall access the earth's thermal energy below grade and shall not be visible from the public right-of-way or neighboring properties. Access to neighboring properties may be granted by property owners via Geothermal Access Easements and Geothermal Sharing Agreements.
 - b. **Tree Removal.** Tree removal for a GES is not permitted. GES technology permits vertical thermal systems that can avoid trees and other planted areas.
 - c. **New Construction Mitigation.** New construction that impacts a GES must move the GES to a new location not impacted or bury it deeper than the impacted depth, subject to these regulations.
 - d. **Geothermal Access Easement.** See Land Development Code Section 6-404.F.
 - e. **Geothermal Sharing Agreement.** A geothermal sharing agreement may be prepared between property owners to preserve and protect geothermal energy access. Property owners may share a GES under mutual terms, conditions and agreements. Such an agreement may include: optimizing GES field sizes and well depths; provisions for shared access, transmission and use; provisions for heat and coolant exchange and transmission rates; relocating a GES; expanding a GES to increase capacity for multi-building district heating; and provisions for subsidence control.
 - f. **Geothermal Assurance.** These regulations make no assurance of geothermal access other than the provisions of this section. The petitioner must provide evidence of covenants, easements, agreements or similar documentation from property owners and neighboring property owners providing access to geothermal energy or geotechnical studies indicating feasibility for the operation of a GES.
 - g. **Design and Permitting.** The design of the GES shall conform to applicable industry standards. The necessary building permits shall be obtained for a GES per the Village Building Code (e.g. electrical, plumbing, mechanical etc.). All wiring and heating components shall comply with the latest applicable version of the National Electric Code (NEC) and the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) as amended by the Village.
 - f. **h. Accessory Use.** Geothermal energy systems are accessory uses to the primary or principle use on a property or district in all zoning districts.

Section 6-314.E.5.1 “Test WECS”

- l. **Test WECS.** A Test WECS is permitted following a site plan and elevation review at Plan Commission

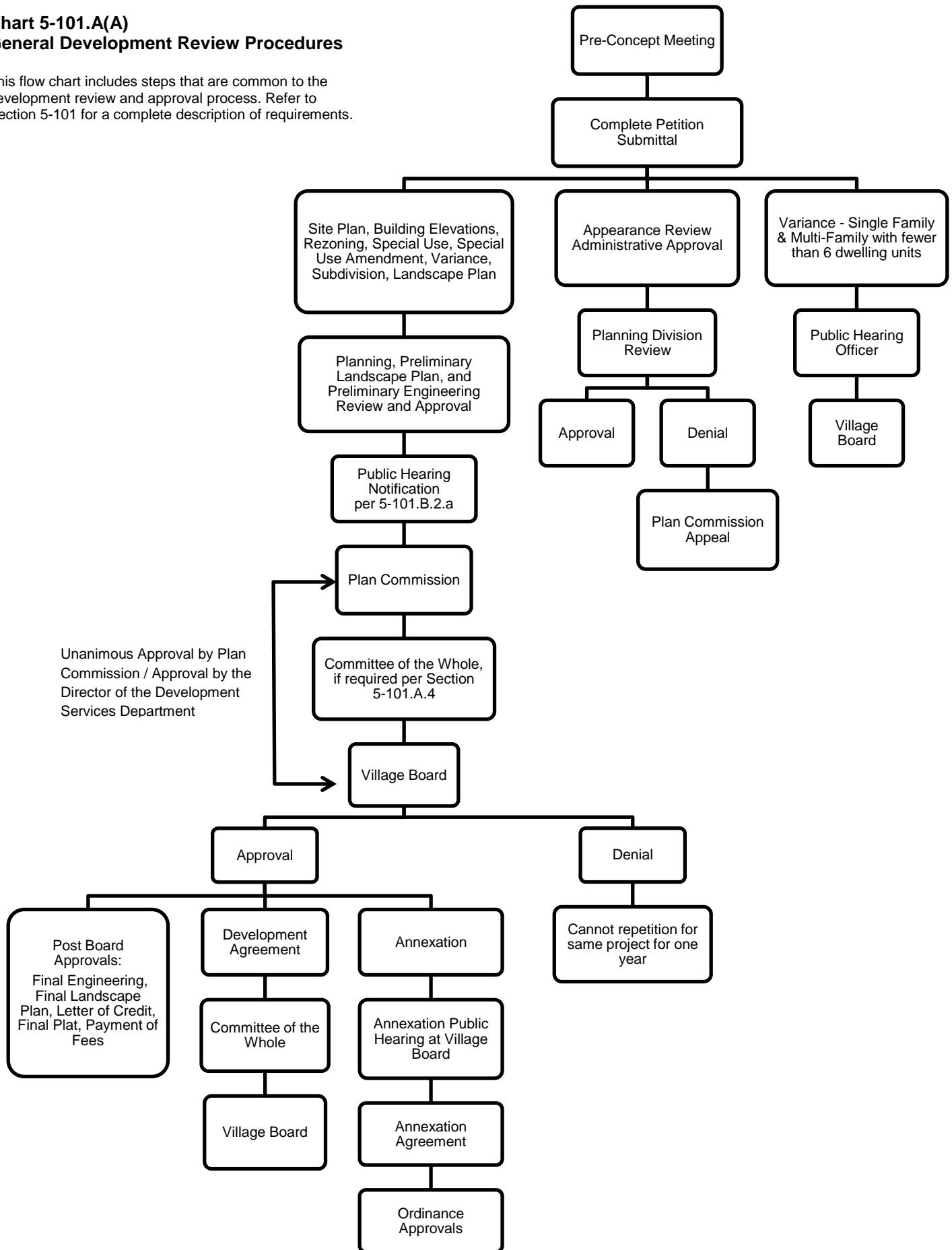
and with formal approval by the corporate authorities of the Village. Test WECS must be dismantled within three (3) years of installation and are subject to the requirements of Section 6-314.E.3 for SWECS or 6-314.E.4 for ~~and~~ UWECS. For the purposes of this Section, Test WECS are trial SWECS and UWECS that are designed solely to collect wind generation data and are subject to these regulations. RESWECS and MINIWECS are not permitted to have Test WECS status.

EXHIBITS A, B, and C

END OF AMENDMENT REPORT

Chart 5-101.A(A)
General Development Review Procedures

This flow chart includes steps that are common to the development review and approval process. Refer to Section 5-101 for a complete description of requirements.



SECTION 6-307. SIGNS.**A. Purpose.**

The purpose of this Section is to establish equitable regulations and promote excellence in design for communication through signage within the Village of Orland Park. These regulations were developed with the following intentions:

1. To preserve and promote the public health, safety, and welfare through the reasonable, orderly, and effective display of all signs.
2. To confirm that signs may cause harm to the public by creating obstructions, providing distractions to motorists, displacing alternative land uses, decreasing property values and aesthetics, and endangering the safety of person and property.
3. To establish the Village's substantial and compelling interest in regulating signs in a manner as to reduce the effects and impacts signs have on the public health, safety, and welfare.
4. To preserve property values within the Village by regulating and directing the design, location, construction, and maintenance of signs.
5. To protect the Village's physical appearance by encouraging a sense of aesthetic appreciation for the visual environment and compatibility with the surroundings.
6. To support the Village's economy by recognizing the need for adequate site identification and maintaining effective communication between signs and the public.
7. To protect the general public, pedestrians, and motorists within the Village by assuring the design, location, construction, and maintenance of signs allow safe navigation and travel throughout the Village and ensure signs do not create distractions, obstructions, and hazards.
8. To enhance the physical appearance of site identification to be in harmony with the visual character of the Village and for the signage to be an integral part of the aesthetic of the site and be cohesive with the architectural style of associated buildings.
9. To encourage signs that support adopted Village guidelines, standards, and plans or the principles within said documents.

B. Applicability.

The regulations within this Section apply to all properties within the Village's municipal boundaries except for those properties owned, used, leased, or controlled by the Village. Village signage on Village property is exempt due to the inherent public purpose of such messaging and sign copy. All signs on the exterior of a property, building, or structure, and interior signs visible from exterior windows are subject to the regulations within this Section. ~~This Section shall not apply to the Old Orland Historic District.~~

C. General Standards.**1. Village Codes.**

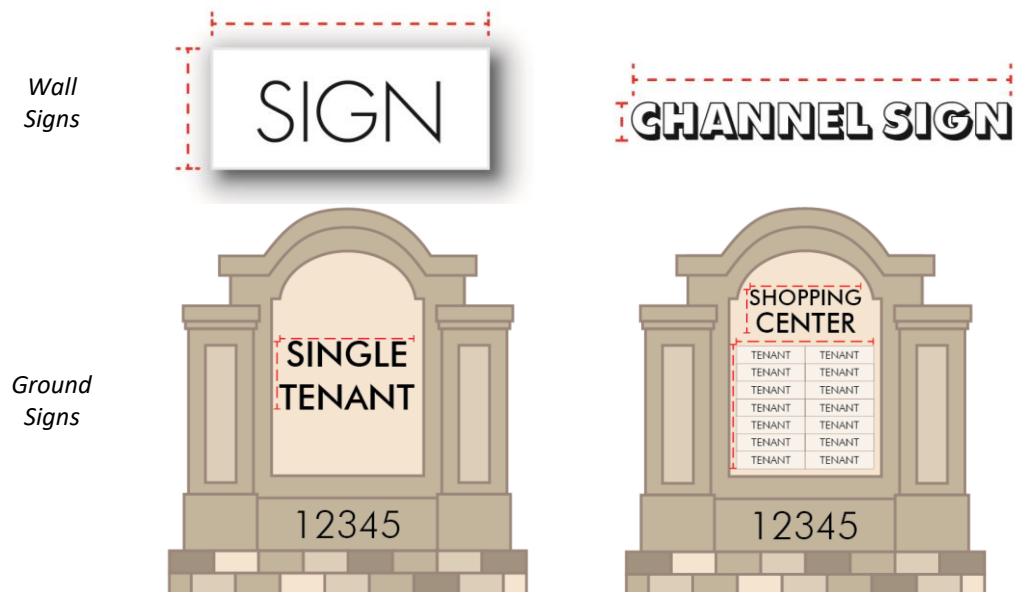
Signs shall meet all applicable Village codes, including the Building Code, as amended from time to time.

2. Interpretation.

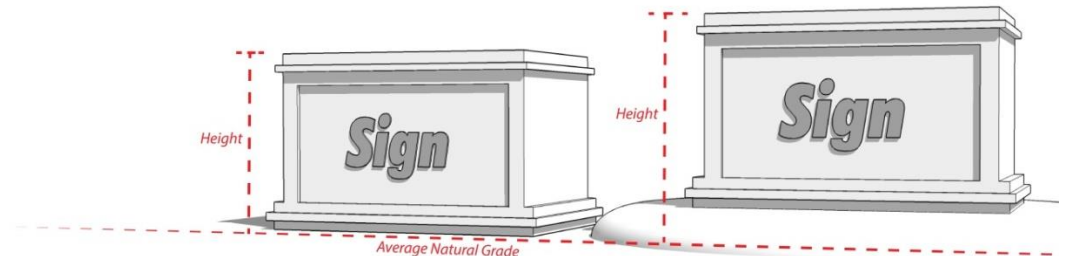
All regulations within this Section shall be interpreted by the Development Services Department. An interpretation may be appealed to the Plan Commission for a final decision.

- a. **Conflict.** In the event of a conflict within this Section and/or between this Section and any provision within another Village Code, the most restrictive regulation shall apply.
- b. **Substitution Clause.** To the extent the regulations of this Section 6-307 permit commercial signs, such regulations are also to permit non-commercial signs.
- c. **Minimum and Maximum.** All provisions herein shall be interpreted as maximum allowable regulations unless otherwise noted.
- d. **Measurement and Calculation.**

1. **Sign Face Area.** The sign face area (SFA) shall be the entire area of the sign face(s) on an individual wall, ground, or other type of sign. The area of a sign face shall be determined by calculating the area within a single continuous perimeter encompassing the entire advertising copy or art designed to attract attention. The area within the single continuous perimeter shall be calculated by determining the area of the smallest measurable square, circle, rectangle, or triangle within the single continuous perimeter, including the background. For ground signs with multiple faces: when two identical ground sign faces are placed back to back so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure, the sign face area shall be the area of one side of the sign. In all other circumstances, the sign face area of a ground sign shall be the total sign face area of all sign faces on the ground sign. The background color of a wall sign is included within the measurement of sign face area for wall signs unless otherwise considered an architectural feature by the Development Services Department.



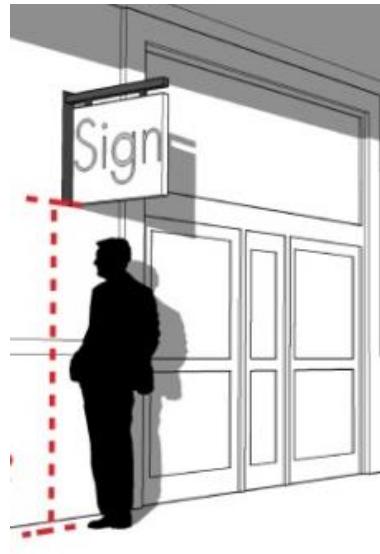
2. **Sign Height (Ground Sign).** A ground sign shall be measured vertically from the adjacent average natural grade to the top of the sign. The measurement includes the full height of the sign, including the base or support structure and any design element surrounding or enclosing the sign face.



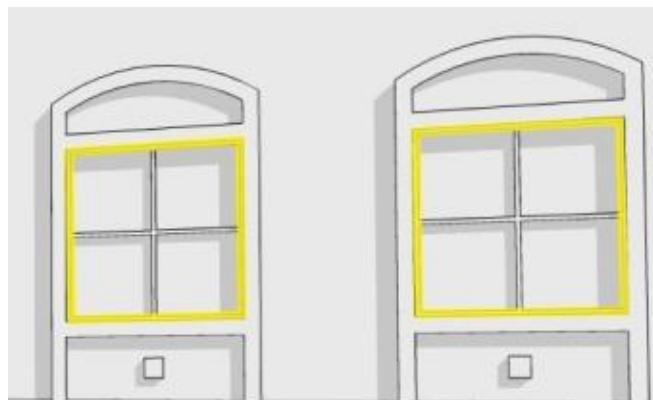
3. **Roof Signs.** The roof is measured from grade to the highest point of the roof line, parapet, or fascia of the building. Signs shall be located below this point.
4. **Tenant Frontage.** The tenant frontage is measured horizontally between the limits of the tenant's leasable space.



5. **Clearance.** Sign clearance is measured vertically from grade to the bottom of the sign.



6. **Window Signs.** The sign face area of window signs shall be measured by individual windows.



3. **Accessory Structure/Use.**

Signs shall be accessory structures/uses and shall not be principal structures/uses. As such, all signs must be accessory to an occupant of the land (or development) on which the sign is located.

4. Distractions, Obstructions, and Hazards.

Signs shall not cause distractions, obstructions, or hazards and shall abide by the following requirements:

- a. **Legibility.** All letters and characters on each sign shall be legible from the public right-of-way and/or the parking spaces closest to the sign. The edges of the letters and characters shall be cleanly defined, unfaded, and maintain a clear contrast with the background.
- b. **Conflict with Traffic and Pedestrian Signs.** Signs shall not conflict with traffic or pedestrian signs. Signs and/or illumination shall not resemble emergency lighting or signals.
- c. **Ingress/Egress.** No sign shall be erected so as to prevent free ingress to or egress from any door or window, or any other point of access into a building required by the Village Building Code or Fire Protection District regulations, or any amendments thereto, nor shall any sign be erected so as to impair access to the roof of a building.
- d. **Americans with Disabilities Act (ADA).** No sign shall be erected so as to obstruct accessibility requirements per the Illinois Accessibility Code, Village Building Code, and any amendments thereto.
- e. **Construction and Attachment.** All signs shall be designed and constructed as required in the Village Building Code and other applicable Village ordinances, as amended from time to time. Signs shall be securely attached to a wall, structure, or the ground at all times.
- f. **Line-of-Sight.** Signs shall not cause visibility obstructions.

5. Location.

- a. **Public Property.** Signs shall not be erected on public property, including the public right-of-way, except for Governmental Signs per Section 6-307.D.1.a.1.
- b. **Private Property.** Signs may be located within private property lines on the premises identified by the signs. For multi-tenant and/or multi-story buildings, wall signs shall be located within the tenant's lease lines.
- c. **Parkways.** Signs shall not be erected within parkways, except for Governmental Signs per Section 6-307.D.1.a.1.
- d. **Drainage.** Signs shall not be constructed in a manner that negatively impacts drainage.
- e. **Utility Poles.** Signs shall not be located on public or private utility poles.
- f. **Sidewalks and Paths.** Signs shall not be erected so as to obstruct sidewalks or paths.
- g. **Parking Spaces.** Signs shall not be erected so as to obstruct parking spaces.
- h. **Loading Areas.** Signs shall not be erected so as to obstruct loading areas.
- i. **Trees and Landscaping.** Signs shall not be attached to trees or other landscaping.
- j. **Required Setback.** All ground signs shall be set back a minimum of five feet (5') from property lines, drive aisles, parking spaces, loading areas, sidewalks, and paths.

6. Materials.

- a. **Permanent Signs.** Permanent signs shall be constructed of materials that can withstand the elements in an outdoor environment. Acceptable materials for permanent signs include, but are not limited to: acrylic, polycarbonate, marine grade plywood (MDO), aluminum, or aluminum composite materials (ACM). The base of a sign may also include, but is not limited to: brick, stone, or concrete. Similar permanent sign materials may be approved by the Development Services Department.
- b. **Temporary Signs.** Temporary signs may be constructed of materials including, but not limited to: paper (interior window signs only), cloth, canvas, vinyl, wallboard, wood, or metal. Similar temporary sign materials may be approved by the Development Services Department.

7. Illumination.

Internally or externally illuminated signs shall be permitted unless otherwise noted, provided that the sign meets the following requirements:

- a. Signs shall be illuminated only by steady, stationary, shielded, or shaded light sources directed solely at the sign or the sign may be internally lit.
- b. Changes in illumination shall only occur a maximum of one (1) time within a twenty-four (24) hour period.
- c. Exposed reflective-type bulbs, strobe lights, or incandescent lamps shall not be used on the exterior surface of any sign.
- d. Illuminated signs shall produce no more than thirty (30) foot candles of illumination when measured four feet (4') from the sign.
- e. Whenever external illumination is used for a sign, the source of light shall be located, shielded, and directed in such a manner that the light source is not visible from a public right-of-way or private residence.
- f. Illumination shall comply with the exterior lighting standards within Section 6-315 of the Land Development Code.

8. Maintenance.

The owner of a sign shall be required to maintain the sign, the sign structure, and its surrounding landscaping, if applicable, in a neat and attractive condition and in compliance with the following standards:

- a. **General.** The sign and sign supports must be kept painted to prevent rust, rot, or deterioration. If a sign becomes rusted, rotted, or deteriorated the sign must be immediately repaired or replaced. Painting, repainting, cleaning, or other normal maintenance and repair of a sign (not exceeding 50% of the value of the sign) for which a permit has been previously issued is allowed without a permit, provided that the sign is not otherwise modified in any way.
- b. **Damage.** If a sign is damaged it shall be repaired within two (2) weeks of the reported date of the damage.
- c. **Landscaping.** Landscaping at the base of ground signs shall be regularly maintained.
- d. **Animals.** Signs shall be free of nesting animals.
- e. **Restoration After Wall Sign Removal.** When a wall sign is removed from the façade of a building and replaced with a new sign, the facade shall be restored to like new condition. Previous sign mounting holes and the like shall be filled and painted to match the façade and ghosting images shall be removed. The façade shall be cleaned and/or repainted if necessary in order to match the existing condition of the building.

9. No Discrimination Against Non-Commercial Signs or Speech.

The owner of any legal sign may substitute non-commercial copy within the allowable sign face area of the sign in lieu of any other commercial or non-commercial copy in accordance with the following:

- a. The substitution of copy must adhere to all applicable Village codes and may be executed without any additional approval or permitting from the Village.
- b. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over non-commercial speech, or favoring of any particular non-commercial message over any other non-commercial message.
- c. This provision does not create a right to increase the total amount of signage on a parcel or allow the substitution of an off-site commercial message in place of an on-site commercial message.

D. Procedures.

1. Permit Requirement.

A permit shall be obtained through the Development Services Department prior to the installation or display of any sign.

a. Exemptions.

The following signs meeting the criteria within Section 6-307.D.1.a. are exempt from the requirement to obtain a sign permit. Such signs shall meet the Appearance Standards within Section 6-307.F.1.b. unless determined inapplicable by the Development Services Department.

1. **Governmental Signs.** Governmental signs incidental thereto for identification, information, directional, or public safety purposes erected or required by governmental bodies, or authorized for a public purpose by any law, statute or ordinance, such as traffic control signs and legal notices, including those located in the public right-of-way.
2. **Address Sign.** An address sign is required for each property/tenant space and shall be installed in compliance with the Building Code and Fire Code and any amendments thereto.
3. **Sign on Residential Property.** One (1) non-illuminated sign is allowed per residential property, provided that:
 - a. The sign meets all General Standards within Section 6-307.C. of the Land Development Code;
 - b. The sign is no larger than four (4) square feet in area (total of all sign faces visible from the public right-of-way);
 - c. The sign(s) shall be set back a minimum of five feet (5') from all property lines, walks/paths, and access drives;
 - d. The sign(s) shall not exceed three feet (3') in overall height when measured from grade; and
 - e. The sign is not above the roof line when located on a building.
4. **Political Campaign Signs.** In accordance with 65 ILCS 5/11-13-1-12, as amended from time to time, political signs meeting the following requirements are allowed:
 - a. The sign(s) shall meet all General Standards within Section 6-307.C. of the Land Development Code;
 - b. The sign(s) shall be located on private properties with permission from the property owner;
 - c. The sign(s) may be Yard (Pin) Signs or a type of allowable sign,
 - d. The sign(s) shall be set back a minimum of five feet (5') from all property lines, walks/paths, and access drives;
 - e. The sign(s) shall not exceed five feet (5') in overall height when measured from grade;
 - f. The sign shall not be installed above the roof line when located on a building; and
 - g. The total sign face area (for all signs combined) allowed per property shall be in accordance with the following table:

<u>Land Area/Location</u>	<u>Maximum Allowable Total Sign Face Area (all signs combined)</u>
Less than one (1) acre and not located on a major/minor arterial road or major collector road	Six (6) square feet
Less than one (1) acre and located on a major/minor arterial road or major collector road	Forty (40) square feet
One (1) to ten (10) acres	Forty (40) square feet
Greater than ten (10) acres	Sixty-four (64) square feet

5. **Real Estate Signs.** Sign(s) meeting the following requirements shall be permitted on real property which is actively being offered for sale or lease:
- The sign shall meet all General Standards within Section 6-307.C. of the Land Development Code;
 - The sign shall be set back a minimum of five feet (5') from all property lines, walks/paths, and access drives;
 - One (1) sign is allowed per frontage along a public right-of-way;
 - Sign(s) shall be removed no later than seven (7) days after the close of the transaction of the sale or rental;
 - The sign shall not be installed above the roof line when located on a building;
 - The maximum sign height shall not exceed six feet (6') when located on the ground in a residential zoning district or ten feet (10') in a non-residential or mixed-use zoning district; and
 - The maximum sign face area (for each sign) shall be in accordance with the following table:

<u>Land Area/Location</u>	<u>Maximum Allowable Sign Face Area (per sign)</u>
Less than one (1) acre and not located on a major/minor arterial road or major collector road	Six (6) square feet
Less than one (1) acre and located on a major/minor arterial road or major collector road	Forty (40) square feet
Greater than one (1) acre	Forty (40) square feet

6. **Replaceable Copy.** Changing of the sign copy or message on a manual changeable sign.

7. **Window Signage.** Changes in the copy of window signage, provided that it does not cover more than fifty percent (50%) of any single window. Window signs shall be located on the interior side of the window and shall not be located on spandrel glass.



8. **Historical Marker/Integral Signs.** Such signs shall have a maximum sign face area of six (6) square feet and meet all General Standards within this Section.
9. **Flags.** Flags on flagpoles are allowed, provided that the flag and flagpole are in compliance with Section 6-302.C.12. of the Land Development Code.
10. **Light Pole Banners.** Banners on light poles are allowed within Sign District #3 in accordance with the following provisions:
- There shall be no more than two (2) banners per pole; and
 - The size of each banner shall not exceed ten (10) square feet.
11. **Business Status Sign.** One (1) sign may be displayed near the entrance to the business on the inside of a window or door, provided that the sign is no greater than four (4) square feet in area. Such sign may be internally-illuminated with a steady, motionless light source.
12. **Outdoor Bulletin Boards.** One (1) bulletin board shall be allowed per tenant, provided that the sign is no greater than four (4) square feet in area and is attached to the exterior wall within six feet (6') of the entrance to the building.
13. **Sandwich Boards/A-Frames.** Sandwich boards/A-frames are allowed in accordance with the following provisions:
- The sign meets all General Standards within Section 6-307.C. of the Land Development Code, except sandwich boards may be located on private sidewalks provided that a minimum of thirty-six inches (36") is clear for pedestrians;
 - One (1) sandwich board/A-frame is allowed per tenant;
 - The sign shall be constructed of wood or aluminum and not plastic;
 - The sign face area shall not exceed a maximum of seven (7) square feet per side;
 - The height shall not exceed a maximum of fifty-four inches (54") tall;
 - The sign shall be located within fifteen feet (15') of the tenant's entrance to the building;
 - The sign shall be securely anchored to withstand weather conditions; and
 - The sign shall not be displayed outdoors while the business is closed.
14. **Branding Without Copy.** Brand elements without sign copy do not require a sign permit but instead shall be reviewed administratively by the Development Services Department through an Appearance Review and/or approval of Elevations.
15. **Window Displays.** Shall be allowed provided that prohibited signage is not within the window display. Window displays shall not cover more than fifty percent (50%) of any single window

2. Permit Application.

An application for a sign permit must be submitted to the Development Services Department on forms furnished by the Department. The Applicant must provide information to determine if the proposed sign is allowed under this Code and other applicable laws, regulations, and ordinances. Village Staff will review the application to determine if the proposed sign is permissible. The Applicant shall pay a sign permit fee in accordance with Title 5, Chapter 2 of the Village Code, as amended from time to time, when the permit is issued to the Applicant.

3. Installation.

Signs shall not be installed unless a valid sign permit has been issued for a sign or a sign meets the criteria for exemption from the permit requirement. A sign with a valid sign permit must be installed within six (6) months of permit issuance or else the permit becomes invalid. Signs shall be installed per the approved drawings and any supplementary information provided in the sign permit application.

4. Removal.

The Village reserves the right to require removal of signs, at the owner's expense, in the following circumstances:

- a. When a sign is erected without a valid permit;
- b. When a permit is invalidated or revoked;
- c. When a permit for a temporary sign has expired;
- d. When a sign becomes obsolete and no longer identifies a bona fide business conducted or a product sold on the premises where said sign is located. Such sign shall be removed immediately by the owner, agent, or person having the beneficial use of the building, structure, or property upon which said sign may be found.
 1. If the sign to be removed is located on a multi-panel ground sign, the obsolete panel must be completely replaced with a blank panel consistent in color with other existing panels.
 2. If the sign to be removed is within a fixed cabinet on a façade, the obsolete panel must be completely replaced with a blank panel consistent in color with other existing panels or the entire cabinet must be removed and the façade must be restored.
- e. When any sign is deemed unsafe, insecure, or a danger to the public, or has been constructed, erected, or maintained in violation of the provisions of this Section, the Development Services Department shall give written notice to the permittee thereof requesting removal of the sign. If the permittee fails to remove or alter the structure so as to comply with the standards herein set forth within five (5) days after such notice, the Development Services Department may declare such sign to be a public nuisance and remove such sign at the owner's expense. The Village may immediately remove illegal signs located within the public right-of-way.

5. Noncompliance.

When a sign is not in compliance with an approved permit or the provisions of this Section the Village shall issue citation(s) to the owner of such sign and/or the owner of the premises on which the sign is located.

E. Sign Types. The following sign types are expressly allowed or prohibited within the Village. Sign types are defined within Section 6-307.K. of the Land Development Code. In the event that a proposed sign is not classified as allowable or prohibited the Development Services Department shall determine if the sign will be allowed.

1. Allowable Signs.

Wall Signs

- ① Window Sign
- ② Awning Sign
- ③ Wall Sign
- ④ Canopy Sign
- ⑤ Channel Letter Sign
- ⑥ Banner Sign
- ⑦ Projecting Sign

Ground Signs

- ⑪ Sandwich Board Sign
- ⑫ Dual Post Sign
- ⑬ Monument Sign

Other Signs

- ⑧ Under Canopy Sign
- ⑨ Window Display
- ⑩ Address Sign



*Graphic: Example of Allowable Signs
(Note: Not all sign types are pictured.)*

a. Types of Wall Signs

- 1. Wall Sign (Permanent)
- 2. Channel Letters (Permanent)
- 3. Cloud Sign (Permanent)
- 4. Push-Thru Letters (Permanent)
- 5. Awning Sign (Permanent)
- 6. Canopy Sign (Permanent)
- 7. Projecting Sign (Permanent)
- 8. Window Sign (Permanent or Temporary)
- 9. Banner Sign (Temporary)

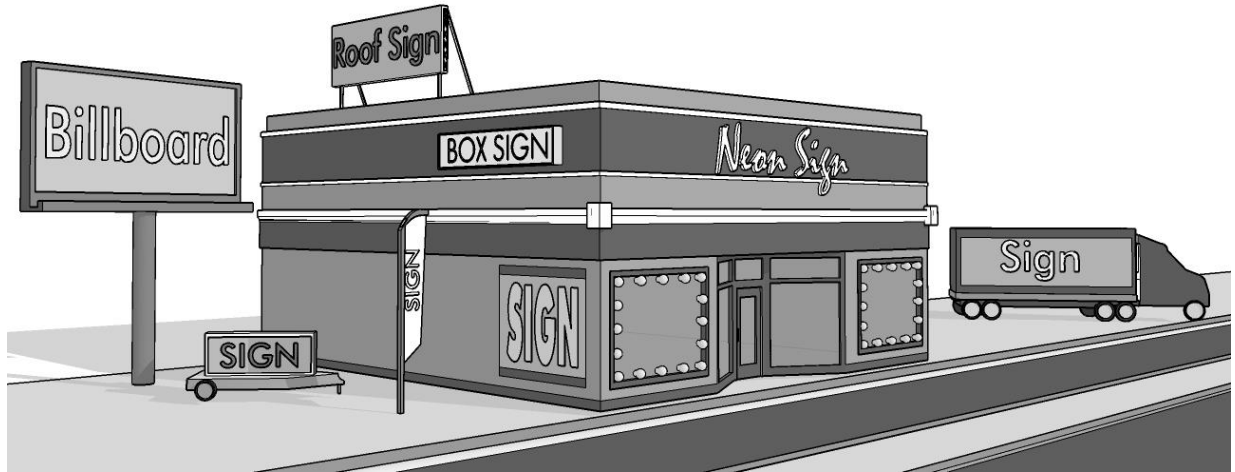
b. Types of Ground Signs

- 1. Monument Sign (Permanent)
- 2. Directional Sign (Permanent)
- 3. Dual Post Sign (Permanent or Temporary)
- 4. Banner Sign (Temporary)
- 5. Sandwich Board Sign (Temporary)

c. Other Types of Signs

- 1. Under Canopy Sign (Permanent)
- 2. Address Sign (Permanent)
- 3. Manual Changeable Sign (Permanent)
- 4. Window Display (Permanent or Temporary)
- 5. Inflatables (Temporary)

2. **Prohibited Signs.** Except as specifically provided otherwise within Section 6-307 of the Land Development Code, the following signs and displays shall be strictly prohibited throughout the Village:



*Graphic: Example of Prohibited Signs
(Note: Not all sign types are pictured.)*

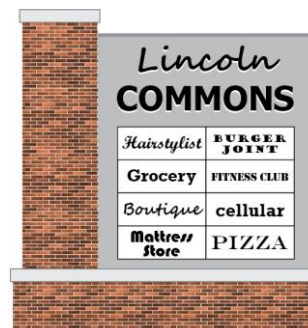
- a. Any sign which constitutes a hazard to public health or safety, including dangerous construction or sight obstructions, as determined by the Development Services Department.
- b. Signs which by color, location, or design resemble or conflict with traffic control signs or signals.
- c. Signs which contain advertising matter which is untruthful, objectionable, or obscene, as determined by the Development Services Department.
- d. Signs which emit an audible sound, odor, or visible matter such as smoke.
- e. Signs which contain radio/microwave transmitters.
- f. Abandoned or obsolete signs, including the posts or other supports therefor, that are no longer being properly maintained by the owner of the sign.
- g. Commercial signs on a vehicle where said vehicle is parked adjacent to or near the right-of-way for the purposes of identifying or calling attention to the business, such as utilizing directional signage, and is not used for daily operations or during the regular course of business, or is not licensed, insured, or operational.
- h. Any signs or attention getting devices visible from the public right-of-way that rotate, revolve, or have any visible moving parts or that gives the appearance of movement, including, but are not limited to: searchlights, electronic screens, spinners, streamers, balloons (other than temporary inflatable signs with a valid permit), and other similar devices, or ornamentation designed for purposes of attracting attention, promotion or advertising, unless otherwise provided for in this Section. However, such signs may be permissible and exempt from permit requirements if the sign or attention getting device is:
 1. Displayed through the interior side of a window;
 2. No closer than five feet (5') to said window;
 3. Comprises no more than 50% of the area of the window(s) that it is viewed through; and
 4. The building is set back at least thirty feet (30') from a public right-of-way.
- i. Box (Cabinet) Signs, unless subordinate to a primary allowable sign type and meeting the following conditions:
 1. Shall not exceed 25% of the sign face area; and
 2. Shall have an opaque background so only lettering is illuminated.
- j. Off-Premise Signs.
- k. Roof Signs.
- l. Electronic Changeable Signs, or signs that feature blinking, flashing, or holograms.
- m. Yard (Pin) Signs, except Political Signs may be Yard (Pin) Signs.
- n. Feather/Flag Signs.
- o. Pennants.
- p. Signs which are painted directly onto any exterior wall of any building or structure.

- q. Signs which are incorporated directly into a ground surface, including tiles and pavers.
- r. Signs or displays which contain bare, unshielded light~~s~~ or tubes (including neon) which are visible from a public right-of-way or a private residence unless otherwise provided for in this Section.
- s. Displays of lights along property lines, sales areas, doors, windows, edges of a building, or similar.

F. Permanent Signs.

1. Appearance Standards.

- a. **Review.** Signs shall be reviewed administratively for appearance by the Development Services Department.
- b. **Standards.**
 1. Every sign shall be designed as an integral architectural element of the building, structure, or site to which it principally relates.
 2. The colors, materials, and lighting of the sign shall be harmonious with the building, structure, and/or site to which it principally relates.
 3. Every sign shall have appropriate scale and proportion in its design.
 4. No more than two (2) colors shall be used on a single letter or character. Logos shall be exempt from this regulation.
 5. Decorative light fixtures complimentary to the architecture of the building shall be used for external illumination.
 6. Projecting signs shall include durable mounting hardware that is attractive and is an integral part of the sign design. Guy wires and extension poles are prohibited.
 7. Sign panels with internal illumination shall have opaque backgrounds so that only the sign copy is illuminated.
 8. Wall Signs:
 - a. Shall be centered within the tenant's frontage unless otherwise deemed aesthetically appropriate by the Development Services Department. Effort shall be made to not conflict with the architectural elements of the building façade.
 - b. Wall signs upon multi-tenant structures shall be mounted in accordance with an established center line.
 - c. Background color is included within the measurement of sign face area for wall signs unless deemed appropriate as an architectural feature by the Development Services Department.
 - d. All raceways shall be of a color that matches the façade behind the sign.
 9. Ground Signs:
 - a. For monument signs, the sign base shall be at least seventy-five percent (75%) of the width of the sign face.
 - b. For dual post signs, each post shall be at least fifteen percent (15%) of the total width of the sign.
 - c. The ground sign's materials shall match the materials on the principal structure.
 - d. Multi-tenant ground sign panels shall be of the same background color and font color. Font face may differ from tenant to tenant. Logos are exempt from the font color requirement.



- e. Landscaping shall be provided around the base of all ground signs in accordance with Section 6-305.D.7 of the Land Development Code.

2. **Permanent Sign Regulations by District.** Signs shall be permitted in accordance with the regulations by Sign District within the subsequent tables. The following terms are used in the tables in order to further explain or abbreviate the sign regulations.

<i>ROW</i>	Right-of-Way
<i>SF</i>	Square Foot/Square Feet
<i>SFA</i>	Sign Face Area
<i>GFA</i>	Gross Floor Area
<i>RES</i>	Residential
<i>NON-RES</i>	Non-Residential

- a. **Sign District #1: Residential.** The following signs shall be allowed in Residential Zoning Districts (E-1, R-1, R-2, R-2A, R-3, R-3A, R-4, and RSB) with a valid permanent sign permit from the Development Services Department.

Sign District #1 – Residential Zoning Districts

	Sign Type	Tenant Land Use	Maximum Sign Face Area	Maximum Number of Signs	Maximum Sign Height	Additional Regulations
WALL	Wall Sign/ Channel Letters/ Cloud Sign/ Push-Thru Letters	RES	2 SF	1 per tenant frontage; maximum of 2	-	<ul style="list-style-type: none"> • Shall not cover any part of a window; • Shall not extend more than 18" from the façade
		NON-RES	1 SF per linear foot of tenant frontage	1 per tenant frontage	-	<ul style="list-style-type: none"> • Shall not cover any part of a window; • Shall not extend more than 18" from the façade
	Awning Sign	RES	Prohibited			
		NON-RES	10% of visible surface area of awning	1 per tenant awning	-	<ul style="list-style-type: none"> • Minimum 8' clearance; • Awnings shall be located above windows or doors; • Signage not permitted on valance
	Canopy Sign	RES	Prohibited			
		NON-RES	1 SF per linear foot of canopy	1 per tenant canopy	24"	<ul style="list-style-type: none"> • Canopy and attached signage must have a minimum 8' clearance
	Projecting Sign	RES	Prohibited			
		NON-RES	10 SF	1 per tenant entrance	-	<ul style="list-style-type: none"> • Minimum 8' clearance; • Shall be located near the tenant entrance; • Shall be located below second story windows; • Maximum projection: 5'
GROUND	Monument Sign/ Dual Post Sign	RES	12 SF per acre; maximum of 32 SF	1 per entrance from ROW	6'	<ul style="list-style-type: none"> • May be located within a public landscape median with Village approval; • If illuminated, the sign shall only be externally illuminated • Prohibited for individual single-family lots
		NON-RES	40 SF	1 per ROW frontage	Monument: 10'; Dual Post: 6'	<ul style="list-style-type: none"> • Signs shall be spaced at least 75' apart; • Tenant panels shall cover no more than 80% of the allowable SFA
OTHER	Under Canopy Sign	RES	Prohibited			
		NON-RES	6 SF	1 per tenant entrance	-	<ul style="list-style-type: none"> • Minimum 8' clearance; • Shall be located near the tenant entrance
	Manual Changeable Sign	RES	Prohibited			
		NON-RES	25% of the ground sign SFA	1	-	<ul style="list-style-type: none"> • Shall be installed within a ground sign

- b. **Sign District #2: Commercial.** The following signs shall be allowed in Commercial/Office Zoning Districts (BIZ, COR, VCD, LSPD, RMC, and ORI) with a valid permanent sign permit from the Development Services Department. This Sign District excludes those properties within Sign District #3.

Sign District #2 – Commercial Zoning Districts						
	Sign Type	Tenant Land Use	Maximum Sign Face Area	Maximum Number of Signs	Maximum Sign Height	Additional Regulations
WALL	Wall Sign/ Channel Letters/ Cloud Sign/ Push-Thru Letters	RES	1 SF per linear foot of tenant frontage	1 per ROW frontage	-	<ul style="list-style-type: none"> Only allowed on multi-family buildings with more than 10 dwelling units; Shall not extend more than 18" from the façade
		NON-RES	1 SF per linear foot of tenant frontage	1 per tenant frontage	-	<ul style="list-style-type: none"> Shall not cover any part of a window; The combined SFA of all signs shall not exceed the allowable SFA per frontage; Shall not extend more than 18" from the façade
	Awning Sign	RES	Prohibited			
		NON-RES	10% of visible surface area of awning	1 per tenant awning	-	<ul style="list-style-type: none"> Minimum 8' clearance; Awnings shall be located above windows or doors; Signage not permitted on valance
	Canopy Sign	RES	Prohibited			
		NON-RES	1 SF per linear foot of canopy	1 per tenant canopy	24"	<ul style="list-style-type: none"> Canopy and attached signage must have a minimum 8' clearance
	Projecting Sign	RES	Prohibited			
		NON-RES	10 SF	1 per tenant entrance	-	<ul style="list-style-type: none"> Minimum 8' clearance; Shall be located near the tenant entrance; Shall be located below second story windows; Maximum projection: 5'
GROUND	Monument Sign	RES	12 SF per acre; maximum of 32 SF	1 per entrance from ROW	6'	<ul style="list-style-type: none"> May be located within a public landscape median with Village approval; If illuminated, the sign shall only be externally illuminated
		NON-RES	GFA < 350,000 SF: 40 SF; GFA 350,000-500,000 SF: 100 SF; GFA > 500,000 SF: 125 SF	1 per ROW frontage; Lot frontage > 300': 1 additional sign allowed along that frontage	GFA < 500,000 SF: 10'; GFA > 500,000 SF: 18'	<ul style="list-style-type: none"> Signs shall be spaced at least 75' apart; Tenant panels shall cover no more than 75% of the allowable SFA
	Dual Post Sign	RES	12 SF per acre; maximum of 32 SF	1 per entrance from ROW	6'	<ul style="list-style-type: none"> May be located within a public landscape median with Village approval; If illuminated, the sign shall only be externally illuminated
		NON-RES	40 SF	1 per ROW frontage	6'	<ul style="list-style-type: none"> Signs shall be spaced at least 75' apart; Tenant panels shall cover no more than 75% of the allowable SFA
OTHER	Under Canopy Sign	RES	Prohibited			
		NON-RES	6 SF	1 per tenant entrance	-	<ul style="list-style-type: none"> Minimum 8' clearance; Shall be located near the tenant entrance
	Manual Changeable Sign	RES	Prohibited			
		NON-RES	25% of the ground sign SFA	1	-	<ul style="list-style-type: none"> Shall be installed within a ground sign

- c. **Sign District #3: Eastern 159th Street Corridor.** The following signs shall be allowed on properties directly adjacent to 159th Street between 71st Court and 94th Avenue with a valid permanent sign permit from the Development Services Department.

Sign District #3 – Eastern 159th Street Corridor						
	Sign Type	Tenant Land Use	Maximum Sign Face Area	Maximum Number of Signs	Maximum Sign Height	Additional Regulations
WALL	Wall Sign/ Channel Letters/ Cloud Sign/ Push-Thru Letters	RES	1 SF per dwelling unit; maximum of 40 SF	1 per ROW frontage	-	<ul style="list-style-type: none"> Only allowed on multi-family buildings with more than 10 dwelling units; Shall not extend more than 18" from the façade
		NON-RES	1 SF per linear foot of tenant frontage	1 per tenant frontage	-	<ul style="list-style-type: none"> Shall not cover any part of a window; The combined SFA of all wall signs shall not exceed the allowable SFA per frontage; Shall not extend more than 18" from the façade
	Awning Sign	RES	<i>Prohibited</i>			
		NON-RES	10% of visible surface area of awning	1 per tenant awning	-	<ul style="list-style-type: none"> Minimum 8' clearance; Awnings shall be located above windows or doors; Signage not permitted on valance
	Canopy Sign	RES	<i>Prohibited</i>			
		NON-RES	1 SF per linear foot of canopy	1 per tenant canopy	24"	<ul style="list-style-type: none"> Canopy and attached signage must have a minimum 8' clearance
	Projecting Sign	RES	<i>Prohibited</i>			
		NON-RES	10 SF	1 per tenant entrance	-	<ul style="list-style-type: none"> Minimum 8' clearance; Shall be located near the tenant entrance; Shall be located below second story windows; Maximum projection: 5'
GROUND	Monument Sign	RES	12 SF per acre; maximum of 32 SF	1 per entrance from ROW	6'	<ul style="list-style-type: none"> May be located within a public landscape median with Village approval; If illuminated, the sign shall only be externally illuminated
		NON-RES	GFA < 350,000 SF: 64 SF; GFA > 350,000 SF: 100 SF	1 per ROW frontage; Lot frontage > 300': 1 additional sign allowed along that frontage	18'	<ul style="list-style-type: none"> Signs shall be spaced at least 75' apart; Tenant panels shall cover no more than 80% of the allowable SFA
	Dual Post Sign	RES	12 SF per acre; maximum of 32 SF	1 per entrance from ROW	6'	<ul style="list-style-type: none"> May be located within a public landscape median with Village approval; If illuminated, the sign shall only be externally illuminated
		NON-RES	40 SF	1 per ROW frontage	6'	<ul style="list-style-type: none"> Signs shall be spaced at least 75' apart; Tenant panels shall cover no more than 80% of the allowable SFA
OTHER	Under Canopy Sign	RES	<i>Prohibited</i>			
		NON-RES	6 SF	1 per tenant entrance	-	<ul style="list-style-type: none"> Minimum 8' clearance; Shall be located near the tenant entrance
	Manual Changeable Sign	RES	<i>Prohibited</i>			
		NON-RES	25% of the ground sign SFA	1	-	<ul style="list-style-type: none"> Shall be installed within a ground sign

- d. **Sign District #4: Industrial.** The following signs shall be allowed in the Industrial Zoning District (MFG) with a valid permanent sign permit from the Development Services Department.

Sign District #4 – Industrial Zoning District						
	Sign Type	Tenant Land Use	Maximum Sign Face Area	Maximum Number of Signs	Maximum Sign Height	Additional Regulations
WALL	Wall Sign/ Channel Letters/ Cloud Sign/ Push-Thru Letters	RES	Prohibited			
		NON-RES	1 SF per linear foot of tenant frontage	1 per tenant frontage	-	<ul style="list-style-type: none">• Shall not cover any part of a window;• Shall not extend more than 18” from the façade
	Awning Sign	RES	Prohibited			
		NON-RES	10% of visible surface area of awning	1 per tenant awning	-	<ul style="list-style-type: none">• Minimum 8’ clearance;• Awnings shall be located above windows or doors;• Signage not permitted on valance
	Canopy Sign	RES	Prohibited			
		NON-RES	1 SF per linear foot of canopy	1 per tenant canopy	24”	<ul style="list-style-type: none">• Canopy and attached signage must have a minimum 8’ clearance
	Projecting Sign	RES	Prohibited			
		NON-RES	Prohibited			
GROUND	Monument Sign/ Dual Post Sign	RES	Prohibited			
		NON-RES	40 SF	1 per ROW frontage	10’	<ul style="list-style-type: none">• Signs shall be spaced at least 75’ apart;• Tenant panels shall cover no more than 80% of the allowable SFA
OTHER	Under Canopy Sign	RES	Prohibited			
		NON-RES	Prohibited			
	Manual Changeable Sign	RES	Prohibited			
		NON-RES	25% of the ground sign SFA	1	-	<ul style="list-style-type: none">• Shall be installed within a ground sign

- e. **Sign District #5: Old Orland Historic District.** The following signs shall be allowed the Old Orland Historic District (OOH) with a valid permanent sign permit from the Development Services Department.

Sign District #5 – Old Orland Historic District						
	Sign Type	Tenant Land Use	Maximum Sign Face Area	Maximum Number of Signs	Maximum Sign Height	Additional Regulations
WALL	Wall Sign/ Channel Letters/ Cloud Sign/ Push-Thru Letters	RES	1 SF per linear foot of tenant frontage	1 per ROW frontage	-	<ul style="list-style-type: none"> Only allowed on multi-family buildings with more than 10 dwelling units; Shall not extend more than 18" from the façade
		NON-RES	1 SF per linear foot of tenant frontage	1 per tenant frontage	-	<ul style="list-style-type: none"> Shall not cover any part of a window; The combined SFA of all signs shall not exceed the allowable SFA per frontage; Shall not extend more than 18" from the façade For multi-story or multi-tenant buildings, tenant sign location is subject to review by the Development Services Department
	Awning Sign	RES	Prohibited			
		NON-RES	10% of visible surface area of awning	1 per tenant awning	-	<ul style="list-style-type: none"> Minimum 8' clearance; Awnings shall be located above windows or doors; Signage not permitted on valance
	Projecting Sign	RES	Prohibited			
		NON-RES	10 SF	1 per tenant entrance	-	<ul style="list-style-type: none"> Minimum 8' clearance; Shall be located near the tenant entrance; For multi-story or multi-tenant buildings, tenant signs must be located over or within 2 feet of the first floor pedestrian door access to the building; Maximum 3' projection; Shall not be internally illuminated
GROUND	Monument Sign/ Dual Post Sign	RES	Prohibited			
		NON-RES	20 SF	1 per ROW frontage	5'	<ul style="list-style-type: none"> Tenant panels shall cover no more than 75% of the allowable SFA Wood posts are permitted for dual post signs subject to review by the Development Services Department

3. **Permanent Sign Bonuses.** Non-residential land uses within Sign District #2, #3, and #4 shall be eligible for the following sign bonuses in addition to the allowable signage within Section 6-307.F.2. of the Land Development Code:

- a. **Bonuses for Sign Face Area for Wall/Channel Letter/Cloud Sign/Push-Thru Letters.** The following bonuses shall apply to the calculation for SFA for the aforementioned sign types. Bonuses for Tenant Gross Floor Area may apply to any valid tenant frontage. Bonuses for Building Setback from Public Right-of-Way shall only apply to signs installed on the tenant frontage(s) eligible for the bonus. *Note: The maximum formula for SFA is 2 SF per linear foot of tenant frontage where the sign will be installed.*

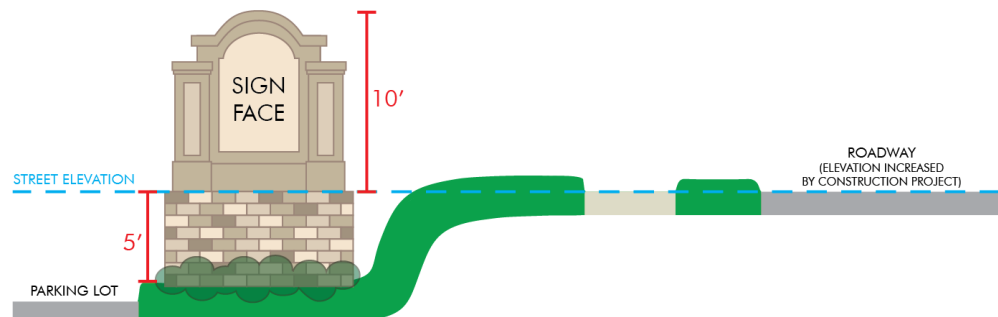
Tenant Gross Floor Area	Sign Face Area Bonus
25,000 – 50,000 SF	+ 0.25 SF per lineal foot of tenant frontage
> 50,000 SF	+ 0.50 SF per lineal foot of tenant frontage

Building Setback from Public Right-of-Way	Sign Face Area Bonus
150' – 300'	+ 0.25 SF per lineal foot of tenant frontage
> 300'	+ 0.50 SF per lineal foot of tenant frontage

- b. **Bonuses for Quantity of Wall/Channel Letter/Cloud/Push-Thru Letter Signs.** The following bonuses shall apply to the allowable quantity of the aforementioned sign types. The total SFA of all wall signs shall not exceed the allowable SFA.

Tenant Gross Floor Area	Sign Quantity Bonus
15,000 – 50,000 SF	+ 2 Signs
> 50,000 SF	+ 4 Signs

- c. **Monument Sign Bonuses for Sign Height.** Additional sign height shall be allowed for monument signs directly adjacent to a right-of-way where a road construction project increased the elevation of the roadway. The base of the monument sign may be increased to allow for the sign to be a maximum of ten feet (10') above the street elevation of the nearest point of the adjacent roadway pavement. The sign face shall not extend below the street elevation.



G. Temporary Signs. The following Temporary Signs shall be allowed with a valid temporary sign permit from the Development Services Department.

Temporary Signs							
	Sign Type	Tenant Land Use	Maximum Sign Face Area	Maximum Number of Signs	Maximum Sign Height	Allowable Duration of Display by Circumstance	Additional Regulations
WALL	Banner	RES	25 SF	1 per ROW frontage	-	<ul style="list-style-type: none"> Coming Soon: 14 days Grand Opening: 14 days Store Closing: 30 days Temporary/Seasonal Use: 90 days or the duration of the use; whichever is less Prior to Installing a Permanent Sign: 14 days before permanent sign installation Special Event: Duration of Special Event 	<ul style="list-style-type: none"> Minimum 8' clearance; Shall not cover any part of a window
		NON-RES	1 SF per linear foot of tenant frontage	1 per tenant frontage	-		<ul style="list-style-type: none"> Minimum 8' clearance; Shall be centered within the tenant's frontage unless otherwise approved by the Development Services Department; Shall be installed in accordance with an established center line
GROUND	Banner/ Temporary Dual Post Sign	RES	25 SF	1 per ROW frontage	5'	<ul style="list-style-type: none"> Coming Soon: 14 days Grand Opening: 14 days Store Closing: 30 days Prior to Installing a Permanent Sign: 14 days before permanent sign installation Special Event: Duration of Special Event 	-
		NON-RES	1 SF per linear foot of tenant frontage	1 per tenant frontage	8'		-
	Inflatable	RES	-	1	-	<ul style="list-style-type: none"> Grand Opening: 14 days 	-
		NON-RES	-	1	-		-

1. Types of Circumstances.

- Coming Soon.** For the purposes of this Section, "coming soon" shall mean the time before a new business opens for the first time at a physical location within the Village and work is being performed within the tenant space to prepare for occupancy.
- Grand Opening.** For the purposes of this Section, "grand opening" shall mean when a new business opens for the first time at a physical location within the Village and receives a Certificate of Occupancy. Expansions of tenant spaces are eligible for temporary grand opening signage.
- Store Closing.** For the purposes of this Section, "store closing" shall mean when an existing business intends to cease operations at a physical location within the Village.
- Temporary or Seasonal Use.** For the purposes of this Section, "temporary or seasonal use" shall mean a new business at a physical location within the Village that plans to operate for a specific period of time which is typically less than ninety (90) days. Examples include, but are not limited to, temporary offices, carnivals, and holiday-related retail sales. Such use must be properly permitted/licensed by the Village.
- Prior to Installing a Permanent Sign.** For the purposes of this Section, "prior to installing a permanent sign" shall mean when a business at a physical location within the Village is in the process of installing new permanent signage. A sign permit application for the new permanent signage must be submitted in order to be eligible for temporary signage.
- Special Event.** For the purposes of this Section, "special event" shall mean an event held at a physical location within the Village with a valid permit from the Village. Special events include, but are not limited to, charitable events and tent sales.

- Extensions for Display Period.** The Development Services Department may extend the allowable duration of display in special circumstances. A letter requesting additional display time must be submitted for consideration.

H. Special Areas of Control. The following signs shall be allowed with a valid permanent sign permit from the Development Services Department.

1. **Construction Site Signs.** Sign(s) meeting the following requirements shall be permitted for sites with an active building permit on file with the Development Services Department:
 - a. The sign(s) shall meet all General Standards within Section 6-307.C. of the Land Development Code;
 - b. The sign(s) may be made of temporary or permanent materials;
 - c. The sign(s) shall be set back a minimum of five feet (5') from all property lines, walks/paths, and access drives unless installed on construction fencing;
 - d. One (1) sign is allowed per frontage along a public right-of-way;
 - e. Sign(s) shall be displayed no earlier than thirty (30) days before construction begins and removed no later than seven (7) days after issuance of a Certificate of Occupancy and/or completion of construction;
 - f. The sign(s) shall not be installed above the roof line when located on a building, be greater than six feet (6') in height when located on the ground, and/or exceed the height of the construction fence if installed upon said fence; and
 - g. The maximum sign face area shall be in accordance with the following table:

Land Area/Location	Maximum Allowable Total Sign Face Area (all signs combined)
Less than ten (10) acres	Twelve (12) square feet per acre; maximum of forty (40) square feet
Greater than ten (10) acres	Sixty-four (64) square feet

2. **Model Home Signs.** Sign(s) meeting the following requirements shall be permitted on real property which is registered as a model home site with the Development Services Department:
 - a. The sign shall meet all General Standards within Section 6-307.C. of the Land Development Code;
 - b. The sign shall be set back a minimum of five feet (5') from all property lines, walks/paths, and access drives;
 - c. The sign shall be located on the ground;
 - d. One (1) sign is allowed per frontage along a public right-of-way;
 - e. The maximum sign height shall not exceed six feet (6') when located on the ground; and
 - f. The maximum sign face area for each sign shall be no larger than forty (40) square feet.
3. **Gas Station Signs.** On premises where gasoline is dispensed:
 - a. Each side of a service station island containing gasoline pumps shall be permitted ~~one (1) sign a maximum of two (2) permanent signs~~ meeting the following requirements:
 1. The maximum sign face area shall neither exceed six (6) square feet for each exposed face nor exceed an aggregate gross surface area of twelve (12) square feet.
 2. Such signs shall be ~~located adjacent to or incorporated~~ within the service station island structure to which it relates.
 - b. Each gas station canopy shall be permitted one (1) canopy sign per right-of-way frontage. The gross surface area of such sign shall not exceed twenty (20) percent of the gross surface area of the canopy to which the sign is to be affixed. Said canopy signage shall not extend above or below the canopy.
4. **Directional Signs.**
 - a. Directional Signs, if deemed necessary by the Development Services Department in the interest of public safety, shall be permitted in accordance with the following requirements.

Gross Floor Area	Maximum Sign Face Area Per Sign	Maximum Sign Height
< 350,000 SF	10 SF	4'
350,000 – 500,000 SF	24 SF	7'
> 500,000 SF	70 SF	9'

- b. Permanent off-site directional signs may be permitted for medical facilities and senior housing facilities if located in a non-residential area and within 1,000 feet of the facility.
- c. Temporary off-site directional signs may be permitted for special events as determined by the Development Services Department.
- d. The allowable quantity of directional signs shall be determined by the Development Services Department.

5. Drive-Through Accessories. Drive-Through Accessories shall meet the requirements of Section 6-302.K of the Land Development Code.

I. Nonconforming Signs.

Signs existing at the time of the enactment of this Section, or any amendment thereto, or at the time of annexation of the property on which they are located and not conforming to the provisions of this Section, shall be regarded as nonconforming signs. Nonconforming signs shall be of two types: legal nonconforming or illegal nonconforming.

- 1. **Legal Nonconforming Signs.** Nonconforming signs that were lawfully permitted by the Village shall be considered legal nonconforming signs. The following activities are allowed for legal nonconforming signs and may require a permit from the Development Services Department:
 - a. **Ordinary Repair and Maintenance.** Normal maintenance and incidental repair are allowed for legal nonconforming signs, provided that any repair or maintenance shall, whenever possible, eliminate or reduce any nonconformity. The allowable scope of repair and maintenance for legal nonconforming signs includes:
 - 1. The replacement of non-load-bearing sign elements and electrical wiring and fixtures; and
 - 2. The replacing, repairing, or repainting of any portion of a sign or its structural elements, provided that the sign is not structurally altered to prolong its useful life.
 - b. **Change in Display of Sign Content.** The periodic changing of tenant's sign panels or the renewing of copy that has been made unusable by ordinary wear and tear, weather, or accident is allowed on legal nonconforming signs. All new panels within nonconforming signs shall be designed to meet current Appearance Standards per Section 6-307.F.1.
 - c. **Alteration, Enlargement, and Relocation.** Legal nonconforming signs shall not be:
 - 1. Changed or altered in any manner that would increase the degree of its nonconformity;
 - 2. Enlarged or expanded; and/or
 - 3. Moved in whole or in part to any other location where the sign would remain nonconforming.
- 2. **Illegal Nonconforming Signs.** Nonconforming signs that do not have a valid permit on file with the Village shall be considered illegal nonconforming signs.
 - a. **Removal.** Illegal nonconforming signs shall be immediately removed at the expense of the owner.
 - b. **Alteration.** The owner of an illegal nonconforming sign may obtain a permit to alter the illegal nonconforming sign to conform with all applicable Village codes.

J. Severability.

If any portion of this document is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

K. Definitions. In the event of a conflict within this Section and within Section 2-102 (Definitions) of the Land Development Code the definitions herein shall apply.

1. **Average Natural Grade:** When measuring sign height, the average natural grade shall mean the average grade measured ten feet (10') in every direction from the sign location.
2. **Frontage, Tenant:** The horizontal distance between a tenant's lease lines along a façade facing a public right-of-way, private access drive, and/or parking lot. Tenant Frontage shall not include frontage along outdoor sales areas and accessory structures.
3. **Sign:** Any object, device, display, or structure, or part thereof, which is used primarily to advertise, identify, display or direct or attract attention to an object, person, establishment, product, service, event or location by any means including, but not limited to: words, letters, figures, designs, symbols, fixtures, colors, motion, illumination or projected images, which are visible beyond the boundaries of the lot, parcel, or tenant space on which they are situated or visible from any public thoroughfare or right-of-way. This includes, but is not limited to, wall signs, ground signs, window signs, awning or canopy signs, marquees, manual changeable signs, message boards, illuminated signs, moving signs, temporary signs, portable signs, pennants, banners, streamers or any other attention-getting device, flag, or other display, whether affixed to a building or erected elsewhere on the premises. The term "sign" excludes those features of a building which are an integral part of the building's architecture, design, and structure (i.e. an "architectural feature") as determined by the Development Services Department.
4. **Sign, Address:** A sign displayed for the purpose of identifying the address of the property.
5. **Sign, Awning:** Signage that exists on an awning.
6. **Sign, Banner:** A temporary sign with or without characters or illustrations applied to cloth, flexible plastic, or fabric of any kind, with no rigid material as a backing. A Banner Sign is typically installed on the wall of the tenant space, mounted in the ground, or securely attached to an existing ground sign.
7. **Sign, Billboard:** See Off-Premise (Outdoor Advertising) Sign.
8. **Sign, Box (Cabinet):** A sign which contains all of the advertising copy within an enclosed cabinet (typically a standard geometric shape such as a rectangle) and is mounted to a wall. Box Signs have a translucent or opaque back-lit panel with sign copy enclosed within a frame or cabinet. An internally-illuminated logo separate from other sign copy shall not constitute a Box Sign.
9. **Sign, Canopy:** A sign constructed or affixed to a permanent portion of a building that serves as a canopy over the space below. A canopy is an integral part of the building that uses similar materials, whereas an awning is more temporary in nature and build.
10. **Sign, Channel Letter:** A sign comprising individual letters that are independently mounted to a wall or other surface and have a covered face with internal illumination. Channel letters may be non-illuminated.
11. **Sign, Cloud:** A sign with a single cabinet that is not a typical geometric shape but instead follows the curvature of the lettering or artwork on the sign. A Cloud Sign is distinguished from a Box (Cabinet) Sign by the shape of the sign and the outer edges forming a cloud around the lettering or artwork on the sign. Typically the background of this type of sign is non-illuminated but the lettering is illuminated.

12. **Sign, Directional:** A sign used for providing direction and navigation of a site. Such signs typically include arrows and identify locations rather than advertising copy and/or logos. Pavement markings shall not constitute a directional sign.
13. **Sign, Dual Post:** A ground sign that utilizes two posts or columns that are used to mount the sign in the ground.
14. **Sign, Electronic Changeable:** Signage that features changeable text and/or illustrations, using computer software or other technology to automate the delivery schedule of the messages.
15. **Sign Face:** That part of the sign which is or can be used to identify, to advertise, to communicate information, or for visual representation which attracts the attention of the public for any purpose. This shall include any background material, panel, trim, color, and direct or self-illumination that differentiates the sign from the building, structure, backdrop surface, or object upon or against which it is placed. This shall not include any portion of the support structure for the sign, provided that no message, symbol, or any of the aforementioned sign face criteria is placed on or designed as part of the support structure.
16. **Sign Face Area:** The entire area of a sign face measured in square feet.
17. **Sign, Feather/Flag:** A temporary ground sign typically taller than it is wide, made of non-rigid material, and attached to a pole.
18. **Sign, Flag:** A sign attached to a pole on one side of the sign.
19. **Sign, Ground:** Any sign supported wholly or in part by some structure other than the building or buildings housing the use to which the sign pertains. Ground signs shall also include monument, dual post, and other freestanding signs.
20. **Sign, Inflatable:** A sign that requires air pressure to maintain its volume.
21. **Sign, Integral:** Names of buildings, dates of erection, monumental citations and commemorative tablets or other information that is carved into stone, concrete, or similar material or made of bronze, aluminum or other permanent type construction and made an integral part of the structure.
22. **Sign, Manual Changeable:** A sign or portion thereof with characters, letters, or illustrations that can be changed or rearranged manually without altering the face or surface of the sign.
23. **Sign, Marquee:** A manual changeable sign with a surrounding cache of light bulbs. Typical marquee signage is found at the entry to theaters.
24. **Sign, Monument:** A two-sided sign attached to a permanent foundation or decorative base and not attached or dependent on support from any building, pole, posts, or similar uprights.
25. **Sign, Off-Premise (Outdoor Advertising):** A sign providing display space for general commercial advertising not related to the premises on site at which the sign is located; commonly referred to as "billboards".
26. **Sign, Outdoor Bulletin Board:** A cabinet attached to the wall of a structure at a pedestrian level for the purpose of displaying periodically-changing messages printed on paper or other similar materials inside the cabinet. Such messages may include announcements, advertisements, or information about a business such as a menu or a brochure of services.
27. **Sign, Pennant:** A series of triangular non-rigid signs that exist on a string or band.
28. **Sign, Permanent:** Any sign or advertising display composed of durable materials intended to exist for the duration of time that the use or occupant is located on the premises.

29. **Sign, Political:** Temporary signs that announce or support political candidates, parties, issues, or causes in connection with any national, state, or local election.
30. **Sign, Portable:** Any sign that is not permanently attached to the ground, a structure, or a building and which is designed to be easily transported or relocated to another location.
31. **Sign, Projecting (Blade):** A sign, other than a wall sign, which projects (usually perpendicularly) from and is supported by a wall of a building or structure.
32. **Sign, Push-Thru Letters:** A sign with individually illuminated acrylic letters and/or a logo that appear to be pushed through the sign's opaque background panel/cabinet.
33. **Sign, Roof:** A sign erected, constructed, supported or maintained in whole or part upon or above the highest point of the roof line, parapet, or fascia of the building. For buildings with a hip, gambrel, or gable roof this would be above the eave line; for mansard roofs, this would be above the deck line for the roof, and for flat roofs it would be above the edge of the wall.
34. **Sign, Sandwich Board (A-Frame):** Portable and relatively lightweight signage constructed to stand independently, not mounted or affixed to its location. This sign is fabricated as an A-frame, which is characterized by having two boards connected together at the top. The boards may have signage on one or both sides.
35. **Sign, Temporary:** A banner, pennant, poster or advertising display constructed of less durable materials and that appears to be intended to be displayed for a reasonable short or definite limited period of time. If the sign display area is permanent but the message displayed is subject to periodic manual changes, that sign shall not be regarded as a Temporary Sign.
36. **Sign, Under Canopy:** A sign that is attached to the underside of a canopy.
37. **Sign, Wall:** Signs mounted on the wall of a building that are parallel to the face it is mounted on. Wall signs may be illuminated or non-illuminated and are typically three-dimensional. Wall signs include but are not limited to sign types such as channel letters, cloud, and push-thru. Signs on canopies, awnings, and windows may also be considered wall signs.
38. **Sign, Window:** Signs or graphics with or without copy that are adhered to a window.
39. **Sign, Yard (Pin):** A temporary sign made of non-durable materials that are typically staked in the ground by metal or plastic supports.
40. **Window Display:** Graphics, digital images, or displays of products without copy located within the interior of the building that are not located on the surface of a window but are visible through a window or other opening. Window displays are used to project a message to potential outside viewers.

TABLE 6-302.C.1(A) – ATTACHED ACCESSORY STRUCTURES

Permitted Structures P = Permitted PC = Permitted with Conditions NP = Not permitted	Residential Zoning Districts					Mixed Use Zoning Districts						Non-Residential Zoning Districts			Setbacks Permitted F = Front S = Side R = Rear * = specific limits	Specific Standards See Section:
	E-1	R-1	R-2 & R-2A	R-3 & R-3A	R-4	LSPD	OOH	COR	ORI	VCD	RSB	BIZ	MFG	OL		
Air Conditioning	P	P	P	P	P	P	P	P	P	P	P	P	P	P	R	6-302.C.1
Awnings, Marquees, and Canopies	P	P	P	P	P	P	P	P	P	P	P	P	P	P	F*, S*, R*	6-302.C.3
Balconies	P	P	P	P	P	P	P	P	P	P	P	P	P	P	F*, S*, R*	6-302.C.4
Bay Windows	P	P	P	P	P	P	P	P	P	P	P	P	P	P	F*, S*, R*	6-302.C.6
Chimneys	P	P	P	P	P	P	P	P	P	P	P	P	P	P	S*, R	6-302.C.7
Decks	P	P	P	P	P	P	P	P	P	P	P	P	P	P	F*, S*, R*	6-302.C.8 6-302.C. 42 43

REQUEST FOR ACTION REPORT

File Number:	2020-0001
Orig. Department:	Public Works Department
File Name:	2019 Ready Mix Concrete Purchase - Payment

BACKGROUND:

Funding for ready mix concrete materials and supplies is included in the budget annually to facilitate the replacement of curb and sidewalk by village staff at various locations throughout the village. For the 2019 construction season, staff identified Wille Brothers Concrete Company as the most cost efficient source of ready mix concrete. Numerous locations throughout the Village were identified as needing concrete replacement throughout the year. Beginning in early spring, staff worked to replace sections of curb, sidewalk and driveway aprons at many locations.

To complete this work, a series of concrete purchases were made over the course of the year. With dedicated staff efforts to complete all work before winter, the cumulative total of these purchases has exceeded the budgeted spending amount for the concrete vendor. The total cost for ready mix concrete materials and supplies in 2019 is \$23,200.00. Staff is requesting approval for this additional concrete purchase.

BUDGET IMPACT:

Funding for the purchase of this concrete is available in accounts 010-5002-462900, 031-6002-462900, 031-6003-462900, 031-6007-462900

REQUESTED ACTION:

I move to approve payment of \$6,200.00 to Wille Brothers Concrete of Monee, Illinois, for ready mix concrete materials and supplies;

And

Approve total expenditures not to exceed \$23,200.00 with Wille Brothers Concrete of Monee, Illinois for the fiscal year 2019.

REQUEST FOR ACTION REPORT

File Number:	2019-0919
Orig. Department:	Public Works Department
File Name:	Elevated Tank #5 Rehabilitation Construction Engineering - Proposal

BACKGROUND:

In September 2019, the Village Board approved the rehabilitation of Elevated Tank No. 5 (Tank 5) with work to begin in the spring of 2020. Contracted for Phase 1 and 2 engineering services, Strand Associates of Joliet, Illinois provided a thorough evaluation of the tank, noting deficiencies and recommendations for improving the rehabilitation of the elevated tank.

Staff requested a proposal for Phase 3 engineering services from Strand Associates to provide limited construction oversight, administrative services, preparation of change orders (to insure contractor conformance to the contract documents), and to communicate with third party cellular providers.

BUDGET IMPACT:

Funds for this project are available in the Water Fund budget 031-6002-443900.

REQUESTED ACTION:

I move to approve accepting the proposal from Strand and Associates of Joliet, Illinois for Elevated Tank #5 Rehabilitation Construction Engineering Services for an amount not to exceed \$22,900.00.



Strand Associates, Inc.®

1170 South Houbolt Road

Joliet, IL 60431

(P) 815-744-4200

November 7, 2019

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

Re: Engineering Services
Elevated Tank No. 5 Rehabilitation Construction-Related Services

Dear Mr. Dado:

This Proposal presents Strand Associates, Inc.®'s (Strand) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to the Village of Orland Park, Illinois (Village) for the Elevated Tank No. 5 Rehabilitation Construction-Related Services for which Strand previously provided design services for Elevated Tank No. 5 Rehabilitation.

Scope of Services

Proposed services can be described as follows.

1. Provide contract administration services including attendance at and preparation of meeting minutes for one preconstruction conference, review of contractor's schedules, review of contractor's shop drawings submittals, review of contractor's periodic pay requests, attendance at and preparation of meeting minutes for one construction progress meeting each month, making periodic site visits, and participation in project closeout.
2. Assist Village in responding to requests for information and with preparation of change orders.
3. Provide a resident project representative for part-time observation of construction at Village's request, for up to 60 hours over 10 site visits. In furnishing observation services, Strand's efforts will be directed toward determining for Village that the completed Project will, in general, conform to the Contract Documents; but Strand will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.
4. Communicate with third-party cellular providers and existing wireless internet tenants to have them temporarily relocate their equipment during construction, followed by reinstallation to Village's tank. Village recognizes it is engaging Strand for these design services and that Strand has no contractual obligation to third party cellular providers and will not enter into any agreement with third party cellular providers, including signing indemnification and hold harmless agreements.

Mr. Ken Dado, Utility Operations Manager
Village of Orland Park
Page 2
November 7, 2019

Service Elements Not Included

The following services are not included in this Proposal. If such services are required, they shall be provided as noted.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.Any services of this type will be provided through an amendment to this Proposal.
2. Additional Site Visits and/or Meetings: Additional Village-required site visits or meetings will be provided through an amendment to this Proposal or through a separate proposal with Village.
3. Bidding-Related Services: Bidding-related services for the project will require a separate proposal with Village.
4. Drawings and Specifications: Final design services including drawings and specifications, if provided by Strand, will be performed under a subsequent proposal with Village.
5. Preparation for and/or Appearance in Litigation on Behalf of Village: This type of Service by Strand will be provided through a separate proposal with Village.
6. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse Village for Strand's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. Strand's cost for such evaluations is not included in the scope of this Proposal. Service of this type by Strand will be provided through a separate proposal with Village.
7. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Proposal.
8. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate proposal with Village.

Mr. Ken Dado, Utility Operations Manager
Village of Orland Park
Page 3
November 7, 2019

Compensation

Village shall compensate Strand for Services on an hourly rate basis plus expenses an estimated fee of \$22,900. Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Proposal is submitted are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Proposal, this Proposal will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by Village but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on Strand's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon receipt of an executed Agreement, which is expected the week of December 1, 2019. Services are scheduled for completion on September 30, 2020.

Standard of Care

The Standard of Care for all Services performed or furnished by Strand under this Proposal will be the care and skill ordinarily used by members of Strand's profession practicing under similar circumstances at the same time and in the same locality. Strand makes no warranties, express or implied, under this Proposal or otherwise, in connection with Strand's Services.

Village's Responsibilities

1. Assist Strand by placing at Strand's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to Strand, as required by Strand for performance of Services as part of this Proposal, data prepared by or services of others obtained or prepared by Village relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which Strand may rely upon in performing Services under this Proposal.
3. Provide access to the site(s) as required for Strand to perform Services under this Proposal.
4. Guarantee access to and make all provisions for Strand to enter upon public and private lands as required for Strand to perform Services under this Proposal.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by Strand and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay Strand's performance.

Mr. Ken Dado, Utility Operations Manager
Village of Orland Park
Page 4
November 7, 2019

6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.
8. Provide the front end documents that require the contractor to name Strand as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify Strand to the same extent that the contractor insures and indemnifies Village.
9. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by Strand are supplied for Village's general guidance only. Strand has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Village.

Payment Requests

Strand's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to Village free and clear of any liens, claims, or other encumbrances. Any such service by Strand will be provided through an amendment to this Proposal.

Changes

1. Village may make changes within the general scope of this Proposal in the Services to be performed. If such changes cause an increase or decrease in Strand's cost or time required for performance of any Services under this Proposal, an equitable adjustment will be made and this Proposal will be modified in writing accordingly.
2. No services for which additional compensation will be charged by Strand will be furnished without the written authorization of Village. The fee established herein will not be exceeded without agreement by Village but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Illinois Environmental Protection Agency requirements relating to the Services to be performed under this Proposal subsequent to the date of execution of this Proposal, the increased or decreased cost of performance of the Services provided for in this Proposal will be reflected in an appropriate modification of this Proposal.

Extension of Services

This Proposal may be extended for additional Services upon Village's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Mr. Ken Dado, Utility Operations Manager
Village of Orland Park
Page 5
November 7, 2019

Payment

Village shall make monthly payments to Strand for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at Strand's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at Strand's option, result in suspension of Services upon five calendar days' notice to Village. Strand will have no liability to Village, and Village agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Proposal by Village. Upon receipt of payment in full of all outstanding sums due from Village, or curing of such other breach which caused Strand to suspend Services, Strand will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

Strand is not responsible for the quality or accuracy of data nor for the methods used in acquisition or development of any such data where such data is provided by or through Village, contractor, or others to Strand and where Strand's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Proposal may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. Strand will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Proposal creates a contractual relationship with or a cause of action in favor of a third party against either Village or Strand. Strand's services under this Proposal are being performed solely for Village's benefit, and no other party or entity shall have any claim against Strand because of this Proposal or the performance or nonperformance of services hereunder. Village and Strand agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Proposal, all claims, counterclaims, disputes, and other matters in question between Village and Strand arising out of or relating to this Proposal or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

Terms and Conditions

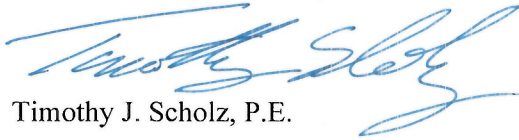
The terms and conditions of this Proposal will apply to the Services defined in the **Scope of Services**. Village-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

Mr. Ken Dado, Utility Operations Manager
Village of Orland Park
Page 6
November 7, 2019

We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 815-744-4200 extension 3140.

Sincerely,

STRAND ASSOCIATES, INC.®



Timothy J. Scholz, P.E.

REQUEST FOR ACTION REPORT

File Number:	2019-0900
Orig. Department:	Public Works Department
File Name:	Consulting Engineering Services for Comprehensive Sanitary Sewer Evaluation - Contract Services

BACKGROUND:

In 2015, RJN Group Inc. of Wheaton, Illinois (RJN) was selected by a competitive proposal process to perform the village's Comprehensive Sanitary Sewer Evaluation Project. A consultant was requested to guide the Village through the various technical processes to conform to new mandates issued by the Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance (WMO) as it relates to the reduction of inflow and infiltration (I&I) into the Village's sanitary sewer system.

RJN Group was tasked to "provide assistance in developing and implementing a Village-wide comprehensive sanitary sewer system evaluation & repair program." RJN Group has assisted in the establishment of some initial programs, parameters and bid documents for short term and long term operational activities.

In 2016, following large scale flow monitoring and a number of meetings and discussions between RJN and Village staff, the priority basin to focus our MWRD short term improvement efforts was identified. The basin is part of the tributary area to the 151st Street Lift Station, generally bounded between 143rd Street, 159th Street, LaGrange Road, and Harlem Avenue. Portions of the MWRD priority basin were also televised in 2016.

In 2017, efforts within the sanitary sewer system included smoke testing, manhole inspections, cleaning and televising of nearly half of the MWRD priority basin. Additional investigations occurred at the 151st Street Lift Station.

In 2018, smoke testing, manhole inspections, cleaning and televising, and dye testing continued in the high priority basin.

In 2019, work was approved by the board to remediate the deficiencies identified over the past several years. Additional testing, inspections, cleaning and televising also continue in the MWRD high priority basin.

2019 was the last contract year for the consulting services of the RJN Group. The MWRD WMO requires additional programs, monitoring and continued reporting of the I&I within the Village. RJN Group has extensive experience with the MWRD's WMO Article 8 requirements and further demonstrated that they have well qualified staff available to complete the development of the various programs for the Village. RJN has been working with Village staff since 2015 building our I&I program and has extensive knowledge of our sanitary sewer system. RJN's rate schedule was clear, comprehensive and appropriately geared to accommodate staff's cost estimates for the development of the required programs. Staff has worked well with RJN Group and is requesting to continue with the RJN Group for performing the following:

-
- A. To continue assisting the Village of Orland Park in developing a Sewer System Condition Assessment within the high priority area and completing the Short Term Requirements Annual Summary Report.
 - B. Assist the Village of Orland Park in the Sanitary Sewer System Rehabilitation Program including Manhole Rehabilitation and Cleaning & Televising. Utilize assessment data to identify rehabilitation needs and high priority deficiencies. Development of a Capital Improvement Program (CIP) based on the severity of the condition.
 - C. Implement and submit to MWRD for a Private Sector Program (PSP) that addresses disconnection of direct and indirect cross-connections identified during inspections and repairs to service laterals.
 - D. Update/revise the submittal to MWRD of the Village's Long Term Operations & Maintenance (O&M) Program conforming to Section §805 of the MWRD Watershed Management Ordinance.
 - E. Public Outreach/Notification Campaign:
Due to the highly visible nature of this type of work, the Consultant will assist staff with creating and maintaining an effective public outreach campaign that will consist of the following:
 - 1. Pre-Project campaign to notice citizens educating them of upcoming Testing/work
 - 2. Web based information, notifications and educational material
 - 3. Scheduled mailings and/or handouts
 - 4. Reminder information by neighborhood or designated work area
 - 5. Brochures, pamphlets and targeted neighborhood correspondences
 - F. Continue to assist with programs, parameters and bid documents for short term and long term operational activities including but not limited to:
 - 1. Manhole Inspections
 - 2. Smoke Testing
 - 3. Flow monitoring
 - 4. Televising sanitary sewers

Staff anticipates that the consulting work to develop these critical programs will continue through FY2024. Staff requested a five year proposal (attached) for continuing the current programs and meeting the upcoming MWRD requirements. Estimated costs to continue program development are not to exceed \$70,000 annually for both FY 2020 and FY 2021. The cost will increase for FY 2022 and FY 2023 to \$75,000 each year as well as an increase to \$80,000 for FY 2024. RJN Group has held their annual pricing from FY 2018 for FY 2019 through 2021.

It is the staff's recommendation to continue our program with RJN Group, Inc. of Wheaton, Illinois.

BUDGET IMPACT:

There are sufficient funds available in the Water Fund Capital account 031-6003-443800.

REQUESTED ACTION:

I move to approve accepting the five year consulting engineering services proposal from RJN Group, Inc. of Wheaton, Illinois for Program Management & Compliance with MWRD Inflow and Infiltration Control Program in an amount not to exceed \$70,000 annually for FY2020 and FY2021, an amount not to exceed \$75,000 annually for FY2022 and FY2023 and an amount not to exceed \$80,000 for FY2024.

December 25, 2019

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

**SUBJECT: PROPOSAL FOR PROGRAM MANAGEMENT & COMPLIANCE WITH MWRD
I/I CONTROL PROGRAM – VILLAGE OF ORLAND PARK (FY- 2020 TO 2024)**

Dear Mr. Cunningham:

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

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

PROJECT UNDERSTANDING AND APPROACH

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

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

SCOPE OF SERVICES

Our proposed scope of services for 2020 is as follows:

A. Manhole Rehabilitation Program 2020

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

B. Cleaning & Televising Program 2020

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

C. Sewer Televising Review & Recommendations

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

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

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

D. Private Sector Program (PSP) Implementation

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

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

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

F. MWRD Submittals & Compliance

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

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

G. Program Management, Planning & Meetings

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

H. GIS Assistance & Map Updates

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

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

I. On-Call / Other Tasks Requested

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

SCHEDULE

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

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

PROPOSED FEE

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

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

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

Page 5
William D. Cunningham
December 25, 2019

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

	<u>FY - 2020</u>	<u>FY - 2021</u>	<u>FY - 2022</u>	<u>FY - 2023</u>	<u>FY - 2024</u>
Program Management	\$70,000	\$70,000	\$75,000	\$75,000	\$80,000

2020 LABOR RATE SCHEDULE

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

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

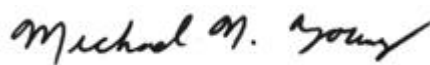
It is our pleasure to submit this proposal to the Village of Orland Park. Please feel free to contact either of us at (630) 682-4700 if you would like to discuss this proposal in detail or if you have any questions.

Sincerely,

RJN Group, Inc.



Joseph M. Sullivan
Project Manager



Michael N. Young, P.E.
Principal

REQUEST FOR ACTION REPORT

File Number:	2020-0019
Orig. Department:	Public Works Department
File Name:	Equipment Purchase - Sourcewell Award

BACKGROUND:

The 2020 Fiscal Year Budget includes funds for the purchase of a hooklift skid-mounted salt spreader attachment for the Utilities Division. It is staff's recommendation to outfit the fourth of four owned hooklift trucks operated in the Public Works Department with a V-Box salt spreader attachment. Bonnell Industries is the vendor that originally built the hooklift trucks back in 2015 & 2016 and using them again provides standardization of the equipment used by employees. Bonnell has the Sourcewell Contract # 080818-BNL for this equipment. The village is a member of Sourcewell (formerly the National Joint Powers Alliance (NJPA)) a purchasing cooperative that provides competitive pricing for equipment purchases.

It is the staff's recommendation to accept the proposal and award purchase of one (1) skid mounted v-box salt spreader with prewet/hooklift functionality per the quote from Bonnell Industries of Dixon, Illinois for an amount not to exceed \$26,314.00.

BUDGET IMPACT:

Funds are available in account # 031-6002-470200 for this purchase.

REQUESTED ACTION:

I move to approve accepting the proposal from Bonnell Industries of Dixon, Illinois for the purchase of one (1) new/unused hooklift skid mounted v-box salt spreader for an amount not to exceed \$26,314.00.



1385 Franklin Grove Rd
Dixon, IL 61021
815-284-3819 * 815-284-8815 Fax
800-851-9664
www.bonnell.com * info@bonnell.com

Quote

Quote Number: 0137627
Quote Date: 11/11/2019



Bill To: 3495400
VILLAGE OF ORLAND PARK
14700 RAVINIA AVE
ATTN:ACCOUNTS PAYABLE
ORLAND PARK, IL 60462-3'67

Ship To: 01
VILLAGE OF ORLAND PARK
15655 S. RAVINIA AVE
ORLAND PUBLIC WORKS
ATTN: V&E
ORLAND PARK, IL 60462

Phone: (708) 403-6350 Fax: (708) 403-8798 accountspayable@orland-park.il.us

Phone: (708) 403-6350
Fax: (708) 403-8798

Confirm To: TOM MORGAN

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
	CUSTOMER P-UP	DIXON	Net 30 Days	12/11/2019

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	V-BOX BONNELL MODEL BVDA-1254-S2 * TO BE MOUNTED ON A HOOKLIFT * DUAL AUGER SCREW CONVEYOR * 12'-0" LONG X 54" TALL X 82" WIDE MADE OF 201 STAINLESS STEEL * 8.4 CUBIC YARD CAPACITY AT LEVEL FULL * V-BOX HYDRAULICS TO BE POWERED BY TRUCK HYDRAULICS * INVERTED VEE TO BE MOUNTED OVER CONVEYOR * GREASE EXTENSIONS FROM FRONT BEARINGS TO REAR PORTS * AUGER DRIVE SYSTEM IS MOUNTED AT REAR OF SPREADER * AUGER(S) DRIVEN BY 64 CI DIRECT DRIVE MOTOR(S) * CHASSIS MOUNTING KIT . * MATERIAL FEEDGATE WITH HANDLE ON RIGHT SIDE * MATERIAL SLOPE SHIELD ON FRONT OF V-BOX * STANDARD DUTY GALVANIZED TOP SCREENS INSTALLED * STAINLESS LIGHT BAR W/ STOP/TURN/TAIL & YEL FLASHERS * (1) NORTH AMERICAN WORK LIGHT TO BE INCLUDED * STAINLESS IS PASSIVATED ELECTROCHEMICALLY CLEANED * SPINNER ASSEMBLY CONFIGURATION: - FABRICATED OF 201 STAINLESS - SWING UP STYLE - DRIVE MOTOR SHALL BE TOP MOUNTED (ABOVE SPINNER) - (3) LOWER ADJUSTABLE MATERIAL DEFLECTORS - (1) LOWER FIXED MATERIAL DEFLECTOR - (2) TWO POSITION ADJUSTABLE INTERNAL BAFFLE(S) - 20" POLYURETHANE SPINNER DISC - WINCH KIT FOR SWING UP ASSIST IS INCLUDED		
1.00	EACH	*COMPLETE PRICE FOR ABOVE CONFIGURED V-BOX	26,314.00	26,314.00
1.00	EACH	/V-BOX LEAD TIMES 130 DAYS ARO		



1385 Franklin Grove Rd
Dixon, IL 61021
815-284-3819 * 815-284-8815 Fax
800-851-9664
www.bonnell.com * info@bonnell.com

Quote

Quote Number: 0137627
Quote Date: 11/11/2019



Bill To: 3495400
VILLAGE OF ORLAND PARK
14700 RAVINIA AVE
ATTN:ACCOUNTS PAYABLE
ORLAND PARK, IL 60462-3'67

Ship To: 01
VILLAGE OF ORLAND PARK
15655 S. RAVINIA AVE
ORLAND PUBLIC WORKS
ATTN: V&E
ORLAND PARK, IL 60462

Phone: (708) 403-6350 Fax: (708) 403-8798 accounts payable@orland-park.il.us

Phone: (708) 403-6350
Fax: (708) 403-8798

Confirm To: TOM MORGAN

Comment:

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
	CUSTOMER P-UP	DIXON	Net 30 Days	12/11/2019

Ordered	Unit	Item Number	Each Price	Extended Price
---------	------	-------------	------------	----------------

15% RESTOCKING FEE ON RETURNED ITEMS
NO RETURN ON SPECIAL ORDER ITEMS OR ELECTRICAL ITEMS

SUBMITTED BY: _____

0032 Jacob Bonnell

JRB

NOTE: ALL TAXES WILL BE EXTRA IF APPLICABLE.
NOTE: PRICES ARE IN EFFECT FOR 30 DAYS ONLY. IF A PRICE
INCREASE OCCURS - IT WILL BE ADDED.

NOTE: BIDS MAY REQUIRE A 20% DEPOSIT UPON PURCHASE
NOTE: INSTALL DATE IS BASED ON CHASSIS ARRIVAL DATE.

ACCEPTED BY: _____

**BILL TO: _____

PO Number: _____

DATE ACCEPTED: _____

CHASSIS ARRIVAL DATE: _____

Net Order:	26,314.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Quote Total:	26,314.00

VIN# _____

MAKE: _____

MODEL: _____

W.B. _____ C.A.: _____

TRANS MODEL: _____

ENGINE: _____

PAINT CODE: _____

**CHANGES MAY CAUSE DELAYS AND FEES.

REQUEST FOR ACTION REPORT

File Number:	2019-0920
Orig. Department:	Public Works Department
File Name:	Replacement of Police Patrol Vehicles Purchase - Proposal

BACKGROUND:

The 2020 Fiscal Year Budget includes funds for the replacement of seven police patrol vehicles. It is staff's recommendation to utilize the SPC (suburban purchasing cooperative) Contract #152 for the purchase of seven (7) 2020 Ford Utility Police Interceptors from Currie Motors of Frankfort, Illinois for an amount not to exceed \$242,921.00.

BUDGET IMPACT:

Funds are available in account # 010-5006-470200 for this purchase.

REQUESTED ACTION:

I move to approve accepting the proposal from Currie Motors of Frankfort, Illinois for the purchase of seven (7) 2020 Ford Police Interceptor Utility, for an amount not to exceed \$242,921.00.

Prepared for: Mr. Tom Morgan, Village Of Orland Park

2020 Police Intercept Utility AWD Base (K8A)

Price Level: 25



Client Proposal

Prepared by:
THOMAS SULLIVAN
Office: 815-464-9200
Date: 12/19/2019



Prepared for: Mr. Tom Morgan

Village Of Orland Park

Prepared by: THOMAS SULLIVAN

12/19/2019



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 25

Major Equipment

(Based on selected options, shown at right)

3.3L V-6 DOHC w/gasoline direct injection 285hp
10 speed automatic w/OD

- * 4-wheel ABS
- * Traction control
- * Advance Trac w/Roll Stability Control
- * Dual zone electronic automatic temperature control
- * AM/FM stereo with seek-scan, external memory control
- * Rear child safety locks
- * Variable intermittent speed-sensitive wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Tachometer
- * Underseat ducts
- * 35-30-35 folding rear split-bench
- * Class III hitch

Exterior: Oxford White
Interior: Charcoal Black

- * Brake assistance
- * P 255/60R18 BSW AS W-rated tires
- * Automatic air conditioning
- * Tinted glass
- * LED brakelights
- * Dual power remote heated mirrors
- * 18 x 8 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Rear window defroster
- * Message Center
- * Reclining front bucket seats
- * Audio control on steering wheel

Fuel Economy

City
N/A



Hwy
N/A

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$40,615.00
Order Code 500A	N/C
3.73 Axle Ratio	Included
GVWR: TBD	Included
Tires: 255/60R18 AS BSW	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
Monotone Paint Application	STD
119" Wheelbase	STD
Radio: AM/FM/MP3 Capable	Included
50 State Emission System	STD
Oxford White	N/C
Charcoal Black	N/C
Engine: 3.3L V6 Direct-Injection (FFV)	-\$3,530.00
Transmission: 10-Speed Automatic (44U)	N/C
Dark Car Feature	\$25.00
Switchable Red/White Lighting in Cargo Area	\$50.00
Driver Only LED Spot Lamp (Unity)	\$395.00
Underbody Deflector Plate	\$335.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Tom Morgan

Village Of Orland Park

Prepared by: THOMAS SULLIVAN

12/19/2019



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 25

<i>As Configured Vehicle</i>	MSRP
Rear-Door Controls Inoperable	\$75.00
Heated Sideview Mirrors	\$60.00
Reverse Sensing System	\$275.00
Keyed Alike - 1284x	\$50.00
Noise Suppression Bonds (Ground Straps)	\$100.00
<hr/>	
SUBTOTAL	\$38,450.00
Destination Charge	\$1,195.00
<hr/>	
TOTAL	\$39,645.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Tom Morgan

Village Of Orland Park

Prepared by: THOMAS SULLIVAN

12/19/2019

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 25

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$40,615.00
Packages		
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: TBD - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover, center caps and full size spare. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks. - Radio: AM/FM/MP3 Capable Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.	N/C
Powertrain		
99B	Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH Top Speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i>	-\$3,530.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: TBD	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover, center caps and full size spare.</i>	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Tom Morgan

Village Of Orland Park

Prepared by: THOMAS SULLIVAN

12/19/2019

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2020 Police Interceptor Utility AWD Base (K8A)**

Price Level: 25

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	Included
43D	Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i>	\$25.00
17T	Switchable Red/White Lighting in Cargo Area <i>Deletes 3rd row overhead map light.</i>	\$50.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
76D	Underbody Deflector Plate <i>Engine and transmission shield.</i>	\$335.00
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i>	\$75.00
59B	Keyed Alike - 1284x	\$50.00
549	Heated Sideview Mirrors	\$60.00
76R	Reverse Sensing System	\$275.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00

Emissions

425	50 State Emission System	STD
Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.		

Interior Colors

96_01	Charcoal Black	N/C
-------	----------------	-----

Primary Colors

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Tom Morgan

Village Of Orland Park

Prepared by: THOMAS SULLIVAN

12/19/2019



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 25

As Configured Vehicle (cont'd)

Code	Description	MSRP
YZ_01	Oxford White	N/C
SUBTOTAL		\$38,450.00
Destination Charge		\$1,195.00
TOTAL		\$39,645.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Tom Morgan

Village Of Orland Park

Prepared by: THOMAS SULLIVAN

12/19/2019

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423



2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 25

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$40,615.00
Options & Colors	-\$2,165.00
Upfitting	\$0.00
Destination Charge	\$1,195.00
<i>Discount Adjustments</i>	
Discount	-\$6,354.00
Total	\$33,291.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Tom Morgan

Village Of Orland Park

Prepared by: THOMAS SULLIVAN

12/19/2019

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423



2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 25

Pricing Summary - Multiple Vehicles (6)

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$243,690.00
Options & Colors	-\$12,990.00
Upfitting	\$0.00
Destination Charge	\$7,170.00
<i>Discount Adjustments</i>	
Discount	-\$38,124.00
Total	\$199,746.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Tom Morgan, Village Of Orland Park

2020 Police Intercept Utility AWD Base (K8A)

Price Level: 25



Client Proposal

Prepared by:
THOMAS SULLIVAN
Office: 815-464-9200
Quote ID: oppd6
Date: 12/19/2019



Prepared for: Mr. Tom Morgan

Village Of Orland Park

Prepared by: THOMAS SULLIVAN

12/19/2019



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 25 | Quote ID: oppd6

Major Equipment

(Based on selected options, shown at right)

3.3L V-6 DOHC w/port/direct injection 285hp
10 speed automatic w/OD

- * 4-wheel ABS
- * Traction control
- * Advance Trac w/Roll Stability Control
- * Dual zone electronic automatic temperature control
- * AM/FM stereo with seek-scan, external memory control
- * Rear child safety locks
- * Variable intermittent speed-sensitive wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Tachometer
- * Underseat ducts
- * 35-30-35 folding rear split-bench
- * Class III hitch

Exterior: Oxford White
Interior: Charcoal Black

- * Brake assistance
- * P 255/60R18 BSW AS W-rated tires
- * Automatic air conditioning
- * Tinted glass
- * LED brakelights
- * Dual power remote heated mirrors
- * 18 x 8 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Rear window defroster
- * Message Center
- * Reclining front bucket seats
- * Audio control on steering wheel

Fuel Economy

City
N/A



Hwy
N/A

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$40,615.00
Order Code 500A	N/C
Engine: 3.3L V6 Direct-Injection Hybrid System	Included
Transmission: 10-Speed Automatic	Included
3.73 Axle Ratio	Included
GVWR: TBD	Included
Tires: 255/60R18 AS BSW	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear ...	Included
Monotone Paint Application	STD
119" Wheelbase	STD
Radio: AM/FM/MP3 Capable	Included
50 State Emission System	STD
Oxford White	N/C
Charcoal Black	N/C
Dark Car Feature	\$25.00
Switchable Red/White Lighting in Cargo Area	\$50.00
Driver Only LED Spot Lamp (Unity)	\$395.00
Underbody Deflector Plate	\$335.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Tom Morgan

Village Of Orland Park

Prepared by: THOMAS SULLIVAN

12/19/2019



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 25 | Quote ID: oppd6

<i>As Configured Vehicle</i>	MSRP
Rear-Door Controls Inoperable	\$75.00
Heated Sideview Mirrors	\$60.00
Reverse Sensing System	\$275.00
Keyed Alike - 1284x	\$50.00
Noise Suppression Bonds (Ground Straps)	\$100.00
<hr/>	
SUBTOTAL	\$41,980.00
Destination Charge	\$1,195.00
<hr/>	
TOTAL	\$43,175.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Tom Morgan

Village Of Orland Park

Prepared by: THOMAS SULLIVAN

12/19/2019



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 25 | Quote ID: oppd6

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$40,615.00
Packages		
500A	Order Code 500A <i>Includes:</i> - Engine: 3.3L V6 Direct-Injection Hybrid System (136-MPH Top Speed) - Transmission: 10-Speed Automatic - 3.73 Axle Ratio - GVWR: TBD - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover, center caps and full size spare. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks. - Radio: AM/FM/MP3 Capable Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.	N/C
Powertrain		
99W	Engine: 3.3L V6 Direct-Injection Hybrid System (136-MPH Top Speed)	Included
44B	Transmission: 10-Speed Automatic	Included
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: TBD	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover, center caps and full size spare.	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Tom Morgan

Village Of Orland Park

Prepared by: THOMAS SULLIVAN

12/19/2019



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 25 | Quote ID: oppd6

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	Included
43D	Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i>	\$25.00
17T	Switchable Red/White Lighting in Cargo Area <i>Deletes 3rd row overhead map light.</i>	\$50.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
76D	Underbody Deflector Plate <i>Engine and transmission shield.</i>	\$335.00
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i>	\$75.00
59B	Keyed Alike - 1284x	\$50.00
549	Heated Sideview Mirrors	\$60.00
76R	Reverse Sensing System	\$275.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00

Emissions

425	50 State Emission System	STD
Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.		

Interior Colors

96_01	Charcoal Black	N/C
-------	----------------	-----

Primary Colors

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Tom Morgan

Village Of Orland Park

Prepared by: THOMAS SULLIVAN

12/19/2019



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 25 | Quote ID: oppd6

As Configured Vehicle (cont'd)

Code	Description	MSRP
YZ_01	Oxford White	N/C
SUBTOTAL		\$41,980.00
Destination Charge		\$1,195.00
TOTAL		\$43,175.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Tom Morgan

Village Of Orland Park

Prepared by: THOMAS SULLIVAN

12/19/2019



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 25 | Quote ID: oppd6

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$40,615.00
Options & Colors	\$1,365.00
Upfitting	\$0.00
Destination Charge	\$1,195.00
<i>Discount Adjustments</i>	
Discount	-\$6,619.00
Total	\$36,556.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

REQUEST FOR ACTION REPORT

File Number:	2020-0006
Orig. Department:	Public Works Department
File Name:	Grasslands Basin Dam Intergovernmental Agreement with MWRDGC - Resolution

BACKGROUND:

The Grasslands Subdivision (167th Street west of Wolf Road) has had several flooding and stormwater runoff issues over several years. The Village, in cooperation with the property owner west of the subdivision, created a small basin to assist in detaining some of the stormwater runoff from the agricultural land. In October 2013, the stormwater detention basin was deeded to the Village. The Village proposes to expand this existing detention basin and to construct a dam in an area adjacent to the Grasslands Subdivision. The project will increase the total storm water storage of the detention basin to 22 acre-feet, provide the needed flood protection for the Grasslands Subdivision and provide detention for the future development of the existing agriculture land tributary to the basin.

Funding for the project was approached as an opportunity through grants and/or other funding sources. Staff, in conjunction with Christopher B. Burke Engineering, submitted to the Metropolitan Water Reclamation District (MWRD) a project for funding through their stormwater assistance project initiative. The project has been initially accepted by the MWRD. The MWRD will reimburse the Village for 93% of the total awarded construction cost up to \$558,000.00, with the Village being responsible for all remaining costs necessary to construct.

In order to be accepted for funding of the proposed project, the MWRD requires that the Village enter into an intergovernmental agreement establishing the funding and ownership of the basin after completion. The intergovernmental agreement and a resolution to enter into the agreement have been reviewed by the Village's attorney.

BUDGET IMPACT:

There are sufficient funds in the Storm Water Improvement Fund capital account #031-6007-47050 to cover the cost of this work.

REQUESTED ACTION:

I move to pass Resolution Number _____ entitled: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE EXPANSION OF THE EXISTING DETENTION BASIN UPSTREAM OF THE GRASSLANDS SUBDIVISION IN THE VILLAGE

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
ORLAND PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO FOR DESIGN, CONSTRUCTION, OPERATION AND
MAINTENANCE OF THE EXPANSION OF THE EXISTING DETENTION BASIN
UPSTREAM OF THE GRASSLANDS SUBDIVISION IN ORLAND PARK**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) entered into by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (“MWRDGC”) and the Village of Orland Park, Illinois, a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois (“Village”). Together, MWRDGC and the Village may, for convenience only, be hereinafter referred to as the “Parties” and each individually as a “Party.”

WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act (“Act”) in various ways; and

WHEREAS, the Act, as amended, declares that stormwater management in Cook County shall be under the general supervision of MWRDGC; and

WHEREAS, Public Act 098-0652 amended the Act again on June 18, 2014 by specifically authorizing MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County; and

WHEREAS, the Act further authorizes MWRDGC to assume responsibility for maintaining any stream within Cook County;

WHEREAS, the Village is located within the boundaries of Cook County, Illinois; and

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the Village has the authority to improve and maintain sewers within its corporate limits; and

WHEREAS, the Village proposes expanding an existing detention basin and constructing a Class I Dam in an area adjacent to the existing Grasslands Subdivision in the Village (“Project”), which will increase the total storage of the detention basin to 22 acre-feet, provide flood protection for the Grasslands Subdivision and provide detention for future

development of the existing agriculture lands to residential homes, thereby providing a public benefit of reducing or preventing flooding in the general area (“Public Benefit”); and

WHEREAS, the Village intends to design, construct, operate, maintain and own the proposed improvements comprising the Project; and

WHEREAS, the Village’s proposed plans for the Project may be approached more effectively, economically and comprehensively with the Village and MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the size and scope of this Project would be substantially reduced but for MWRDGC’s commitment of financial and technical resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution allow and encourage intergovernmental cooperation; and

WHEREAS, on _____, MWRDGC’s Board of Commissioners authorized MWRDGC to enter into an intergovernmental agreement with the Village; and

WHEREAS, on _____, the Village’s Board authorized the Village to enter into an intergovernmental agreement with MWRDGC; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants, and agreements contained in this Agreement and, for other good and valuable consideration, the Village and MWRDGC hereby agree as follows:

Article 1. Incorporation of Recitals.

The recitals set forth above are incorporated herein by reference and made a part hereof.

Article 2. Scope of Work.

1. The work contemplated by this Agreement will include design and construction of a Class I Dam and expansion of an existing detention basin located in an area adjacent to the Grasslands Subdivision, as depicted in Exhibit 1.
2. The Village, at its sole cost and expense, has caused to be prepared construction drawings, specifications and details (“Construction Documents”) for the Project.
3. The Project shall realize all public benefits of helping to prevent or alleviate flooding located within the Project area of the Village, as shown in Exhibit 1.
4. The Village has provided MWRDGC with initial Construction Documents which MWRDGC has reviewed and approved (“Initial Construction Documents”) as to the Project’s intended Public Benefit.
5. In the event the Village revises the Initial Construction Documents, the Village shall provide MWRDGC with a copy of any revisions thereto for MWRDGC’s review and approval of any changes to the Project’s intended Public Benefit. If any such revisions are provided, MWRDGC shall review and provide comments to the Village as to the Project’s intended Public Benefit in writing within 30 calendar days of receipt thereof. The Village shall then incorporate MWRDGC’s review comments into final Construction Documents (“Final Construction Documents”).
6. Although MWRDGC will reimburse the Village for a portion of the Project, the Village bears sole responsibility for the overall cost, expense and payment for the Project. The Village shall construct the Project in accordance with the Initial Construction Documents or, if applicable, the Final Construction Documents.
7. To the extent practicable, the Village, its agents, contractors or employees shall use MWRDGC biosolids in any amendments performed to the soil of the Project area, including but not limited to, landscaping. Subject to availability, MWRDGC will provide the biosolids free of charge with the Village being required only to arrange and pay for transportation necessary to deliver the biosolids to the Project area.
8. The Village shall publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the Village. The Village shall consider and act in general accord with the applicable standards of MWRDGC’s Purchasing Act, 70 ILCS 2605/11.1-11.24 (attached hereto as Exhibit 2) when

advertising and awarding the construction contracts. The Village shall also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The Village may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event shall the Village's requirements fall below MWRDGC's applicable general standards. The Village need not include the attached Exhibit 2 as part of its bid documents. However, the Village is responsible for ensuring that these applicable minimum requirements are met.

9. The Village agrees that the Project is a "Covered Project" as defined in MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached hereto as Exhibit 3). As such, the Village agrees to be obligated as MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" will be met for the Project, as applicable. The Village may impose more stringent requirements than those contained in the MPLA when awarding Project-related construction contracts, but in no event shall the Village's requirements fall below the standards for "Covered Projects" detailed in it. The attached Exhibit 3 need not be included as part of the Project's bid documents, however, the Village is responsible for ensuring that its applicable minimum requirements are met.
10. The Village must comply with the applicable portions of MWRDGC's Affirmative Action Requirements and Affirmative Action Ordinance (attached hereto as Exhibit 4). Affirmative Action goals for the Project are: 20% of the total amount of reimbursement to be provided by MWRDGC for Minority-Owned Business Enterprises, 10% of the total amount of reimbursement to be provided by MWRDGC for Women-Owned Business Enterprises, and 10% of the total amount of reimbursement to be provided by MWRDGC for Small Business Enterprises.
11. The Village will comply with MWRDGC's Affirmative Action goals with respect to that portion of the cost of the Project for which MWRDGC has contributed funds. The determination as to whether the Village has complied with MWRDGC's Affirmative Action goals is solely in MWRDGC's discretion. If the Village fails to fully comply with these Affirmative Action goals, as determined by MWRDGC, MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to meet the Affirmative Action goal(s).

12. MWRDGC has the right to access and inspect, with reasonable notice, any records or documentation related to the Village's compliance with MWRDGC's Affirmative Action goals.
13. In order to evidence compliance with MWRDGC's Affirmative Action goals, the Village must submit the following items to MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan, attached to this Agreement as Exhibit 5; and (2) a letter from a certifying agency that verifies the vendors' MBE/WBE/SBE status. Failure to timely submit a Utilization Plan or certifying letter may result in a payment delay and/or denial.
14. The Village must comply with the applicable portions of MWRDGC's Veteran's Business Enterprise ("VBE") Contracting Policy Requirements (attached hereto as Exhibit 6). VBE goals for the Project are: 3% of the total amount of reimbursement to be provided by MWRDGC for the Project for VBEs.
15. The determination as to whether the Village has complied with MWRDGC's VBE policy is solely in MWRDGC's discretion. If the Village fails to fully comply with this policy, as determined by MWRDGC, MWRDGC may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to meet the VBE goal(s).
16. MWRDGC has the right to access and inspect, with reasonable notice and during regular business hours, any records or documentation related to the Village's compliance with MWRDGC's VBE policy.
17. In order to evidence compliance with MWRDGC's VBE policy, the Village must submit the following items to MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed VBE Commitment Form (attached hereto as Exhibit 7) and (2) a letter from a certifying agency that verifies the vendors' VBE status. Failure to timely submit a VBE Commitment Form or certifying letter may result in a payment delay and/or denial.
18. Every 30 days from the start of construction until its completion, the Village must submit to MWRDGC's Diversity Administrator the following: (1) an Affirmative Action and VBE Status Report ("Status Report") attached hereto as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/SBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE/VBE vendors (e.g., canceled checks), as

applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay and/or denial.

19. The Village shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are available on the Illinois Department of Labor's official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change throughout the duration of this Agreement.
20. The Village, at its sole cost and expense, shall provide the final design of the Project, land acquisition and remediation, and construction oversight and administrative support for the Project.
21. The Village shall submit an Operation and Maintenance Plan ("O&M Plan") for MWRDGC's review and approval. The O&M Plan shall be included as part of the Agreement as Exhibit 9. At its sole cost and expense, the Village shall operate and maintain the Project in accordance with the O&M Plan.
22. MWRDGC shall reimburse the Village for 93% of the total awarded construction cost of the Project, but in no event shall that amount exceed Five Hundred Fifty-Eight Thousand and NO/100 Dollars (\$558,000.00) (the "Maximum Reimbursement Amount"). All reimbursement provided by MWRDGC shall be used exclusively for the construction of the Project. The Village will be responsible for securing funding or contributing its own funds for all remaining costs necessary to construct the Project in accordance with the Initial Construction Documents or, if applicable, Final Construction Documents. For purposes of this Agreement, "construction" shall mean all work necessary to build the Project as depicted in the Initial Construction Documents or, if applicable, Final Construction Documents. The Village shall be solely responsible for change orders, overruns or any other increases in cost of the Project. MWRDGC shall disburse funds to the Village in accordance with the following schedule:
 - a. 25% at receipt of invoices for 25% completion of construction of the Project;
 - b. 25% at receipt of invoices for 50% completion of construction of the Project;
 - c. 25% at receipt of invoices for 75% completion of construction of the Project; and

- d. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover 93% of the Project cost shall be paid upon receipt of invoices for final completion and after final inspection by MWRDGC.
 - e. MWRDGC will only pay invoices submitted in strict accordance with this schedule. The Village shall submit invoices for the representative percentage of construction within thirty (30) days of meeting its respective completion percentage.
23. MWRDGC's Maximum Reimbursement Amount is based on the funding amount that MWRDGC's Board of Commissioners has approved and appropriated for purposes of this Agreement for the current fiscal year. Any additional funding from MWRDGC beyond the current fiscal year is subject to the approval of MWRDGC's Board of Commissioners.
24. To date, the Village has spent approximately \$500,000.00 on engineering, property acquisition, and other design-related project costs. The Village will also contribute approximately \$42,000.00 towards total construction costs, including construction inspection.
25. As a condition for reimbursement, the Village shall submit copies of construction invoices to MWRDGC for MWRDGC's review and approval, such approval not to be unreasonably withheld.
26. The Village shall return all funds provided by MWRDGC if construction of the Project is not completed in accordance with the Initial Construction Documents or, if applicable, Final Construction Documents within two (2) years of the Village's initial award of a construction contract related to the Project, unless MWRDGC approves extension prior to the expiration of the two (2) year completion period; such approvals shall not be unreasonably withheld.

Article 3. Permits and Fees.

1. Federal, State, and County Requirements. The Village shall obtain all federal, state, county and local permits required by law for the construction of the Project and shall assume any costs in procuring said permits. Additionally, the Village shall obtain all consents and approvals required by federal, state and/or county regulations for the construction of the Project and shall assume any costs incurred in procuring all such consents and approvals.
2. Operation and Maintenance. The Village shall obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the Village in connection with the Project, and in accordance with Article 5 of this Agreement.

Article 4. Property Interests.

1. Prior to construction, the Village shall acquire any temporary or permanent easements, license agreements or fee simple title as may be necessary for construction, maintenance and access to the Project. Any property interests acquired by the Village must be consistent with MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5.
2. Should acquisition of property interests via condemnation be necessary, the Village shall incur all associated costs, including purchase price and/or easement fee as well as any attorney's fees.
3. The Village shall record all easements, licenses, or deeds acquired for the Project.
4. The Village shall own all of the improvements constructed for the Project. Nothing in this Agreement shall be construed as creating an ownership or property interest for MWRDGC in any part of the Project.

Article 5. Maintenance.

1. The Village, at its sole cost and expense, shall perpetually maintain the Project and any other associated appurtenances in accordance with the O&M plan approved by MWRDGC.
2. The Village shall conduct annual inspections to ensure adequate maintenance of the Project. The Village shall prepare a report detailing its annual inspection, observations and conclusions including whether the Project is operating as designed, functioning and providing the intended Public Benefit. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. The stamped annual inspection report shall be provided to MWRDGC within thirty (30) days of completion.
3. MWRDGC shall have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.
4. In the event of failure of the Village to maintain the Project as described above to the satisfaction of MWRDGC, MWRDGC may issue a thirty (30) day written notice by certified or registered mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) days after such notice,

MWRDGC may cause such maintenance to be performed and the Village shall pay MWRDGC the entire cost MWRDGC incurred to perform the required maintenance.

5. In the event of failure of the Village to maintain or operate the Project to provide the intended Public Benefit, MWRDGC may demand that some or all of the funding it provided under this Agreement be returned to MWRDGC.
6. In performing its obligations under this Article, the Village shall comply with all access restrictions and notice requirements set forth in the easements, licenses, or deeds recorded pursuant to Article 4 of this Agreement.

Article 6. Notification.

1. Bid Advertisement. The Village has provided MWRDGC notice of Bid Advertisement for the Project.
2. Construction. The Village shall provide MWRDGC with a construction schedule and provide MWRDGC a minimum of seventy-two (72) hours' notice before the following project milestones:
 - Start of work
 - Substantial completion
 - Completion of work

Article 7. Termination by the Village.

Prior to commencement of construction of the Project, the Village may, at its option, and upon giving notice to MWRDGC in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project. The Village shall return all Project-related funds received from MWRDGC no later than fourteen (14) days following its termination of the Agreement.

Article 8. Termination by MWRDGC.

Prior to Bid Advertisement of the Project, MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project.

Article 9. Effective Date.

This Agreement becomes effective on the date that the last signature is affixed hereto.

Article 10. Duration.

Subject to the terms and conditions of Articles 8 and 9 above, this Agreement shall remain in full force and effect for perpetuity.

Article 11. Non-Assignment.

Neither Party may assign its rights or obligations hereunder without the written consent of the other Party.

Article 12. Waiver of Personal Liability.

No official, employee or agent of either Party to this Agreement shall be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 13. Indemnification.

The Village shall defend, indemnify, and hold harmless MWRDGC, its Commissioners, officers, employees and other agents ("MWRDGC Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney's fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity or public entity against the MWRDGC Party and arise out of or are in any way related to: (1) design, construction or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege or authority granted to the Village under this Agreement.

Article 14. Representations of the Village.

The Village covenants, represents and warrants as follows:

1. The Village has full authority to execute, deliver and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in any breach of any of the

terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree or order of any court or governmental body or any applicable law, rule or regulation; and

4. The Village has allocated \$42,000.00 in funds for this Project, which are separate from and in addition to the funds to be provided by MWRDGC under this Agreement.

Article 15. Representations of MWRDGC.

MWRDGC covenants, represents, and warrants as follows:

1. MWRDGC has full authority to execute, deliver and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of MWRDGC are duly authorized to sign same on behalf of and to bind MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of MWRDGC or any instrument to which MWRDGC is bound or any judgment, decree or order of any court or governmental body or any applicable law, rule or regulation.

Article 16. Disclaimers.

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between MWRDGC and any party other than the Village.

Article 17. Waivers.

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement or condition may have been waived.

Article 18. Severability.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal or unenforceable provision or by its severance. In lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

Article 19. Necessary Documents.

Each Party agrees to execute and deliver all further documents and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village shall provide MWRDGC with a full sized copy of “As-Built” drawings for the Project. The drawings shall be affixed with the “As-Built” printed mark and must be signed by both the Village resident engineer and the contractor.

Article 20. Compliance with Applicable Laws and Deemed Inclusion of Same.

The Parties agree to observe and comply with all federal, State and local laws, codes and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement. The Parties to this Agreement shall comply with all applicable federal, State and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights’ regulations, which is incorporated by reference in its entirety as though fully set forth herein.

Article 21. Entire Agreement.

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises or

interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

Article 22. Amendments.

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

Article 23. References to Documents.

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

Article 24. Judicial and Administrative Remedies.

The Parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

The rights and remedies of MWRDGC or the Village shall be cumulative, and election by MWRDGC or the Village of any single remedy shall not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 25. Notices.

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, by facsimile or by electronic mail. A written notice shall be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon

proof of delivery as evidenced by the sending fax machine; (d) with respect to notices sent electronically by email, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. The name of this Agreement, *i.e.*, “INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF ORLAND PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE EXPANSION OF THE EXISTING DETENTION BASIN UPSTREAM OF THE GRASSLANDS SUBDIVISION IN ORLAND PARK” must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either Party desires to give to the other, shall be addressed as set forth in Article 26, unless otherwise specified and agreed to by the Parties.

Article 26. Representatives.

Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact and receipt of notice in all matters under this Agreement.

For MWRDGC:
Catherine O'Connor
Director of Engineering
Metropolitan Water
Reclamation District of
Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
FAX: (312) 751-5681
Email: catherine.o'connor@mwrdd.org

For the Village:
George Koczwara
Village Manager
14700 S. Ravinia Ave.
Orland Park, Illinois 60462
Phone: (708) 403-6155
Fax: (708) 349-4859
Email: manager@orlandpark.org

With copy to:
Richard Rittenbacher
Public Works Director
15655 Ravinia Ave.
Orland Park, Illinois 60462
Phone: (708) 403-6350
FAX: (708) 403-8798
Email: publicworks@orlandpark.org

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number, fax number and email address of the representative for such Party for the purpose hereof.

Article 27. Interpretation and Execution.

1. The Parties agree that this Agreement shall not be construed against a Party by reason of who prepared it.
2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party
3. The Parties agree that this Agreement shall be executed in quadruplicate.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Orland Park, the parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed.

VILLAGE OF ORLAND PARK

BY: _____

Keith Pekau, Mayor

DATE: _____

ATTEST:

John C. Mehalek, Village Clerk

DATE: _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance Date

Executive Director Date

ATTEST:

Clerk Date: _____

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Engineer of Stormwater Management Date: _____

Assistant Director of Engineering Date: _____

Director of Engineering Date: _____

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney Date: _____

General Counsel Date: _____

Exhibits and Attachments

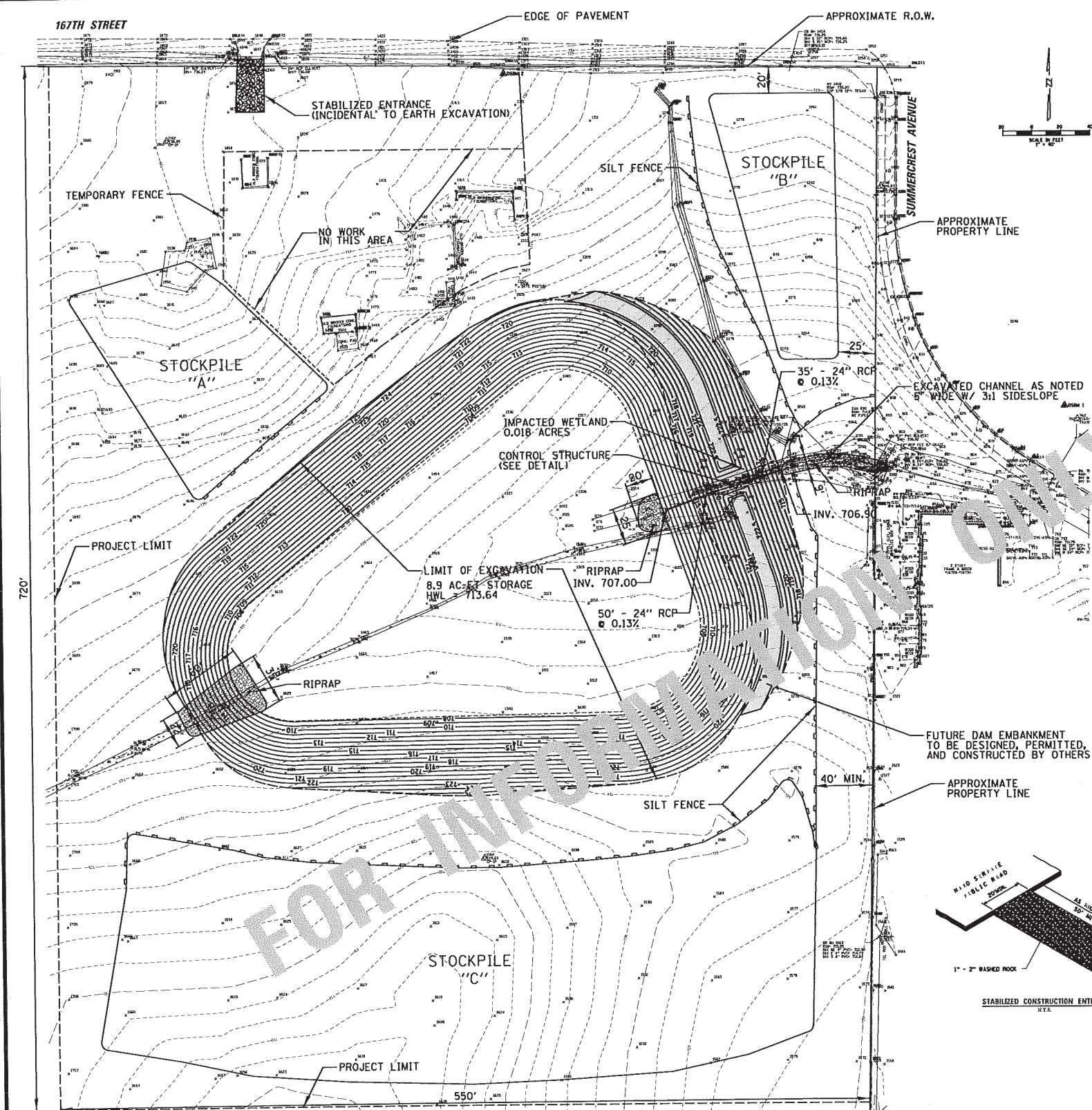
Exhibit 1:	Project Vicinity Map and Project Conceptual Drawing
Exhibit 2:	MWRDGC's Purchasing Act
Exhibit 3:	MPLA
Exhibit 4:	Affirmative Action Ordinance, Revised Appendix D
Exhibit 5:	Utilization Plan
Exhibit 6:	Veteran's Business Enterprise Contracting Policy Requirements
Exhibit 7:	Veteran's Business Enterprise Commitment Form
Exhibit 8:	Affirmative Action Status Report
Exhibit 9:	Operation and Maintenance Plan

EXHIBIT 1

Project Vicinity Map and Project Conceptual Drawing



CHRISTOPHER B. BURKE ENGINEERING LTD. 1000 West Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-4500				CLIENT: VILLAGE OF ORLAND PARK				PROJECT NO. 03-201C DATE: 9/10/13 SHEET OF				EXHIBIT			
TITLE: PROPOSED DETENTION BASIN UPSTREAM OF GRASSLANDS ON GALLAGHER AND HENRY PROPERTY				TWP: EAT DWN: T1B CIRD: 1°-20P SCALE: N. ORLAND PARK, Q3375G, Water/Wastewater 3/13/2013 46.dgn				DATE: 9/10/13 SHEET: 1 OF 1				EXHIBIT			



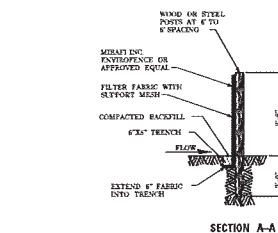
GENERAL NOTES:

1.) ALL WORK, UNLESS OTHERWISE SPECIFIED HEREIN, SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION ADOPTED APRIL 1, 2016.

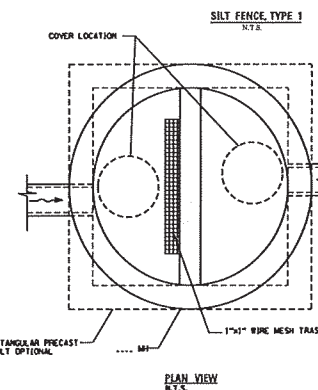
SCOPE OF WORK

- Base Bid: All material left on site. Excavate 38,200 cy of material to contours as shown. Berm the excavated materials to contours as shown (plus 6" for topsoil).
 - Stockpile A for stripped topsoil.
 - Stockpile B for "suitable clay" for the proposed dam. Stockpile volume = 1700 cy.
 - Stockpile C for all other excavated materials.
 - Install 24" culvert and control structure. Control surface water runoff during excavation with erosion control devices.
 - Re-spread topsoil and install rip-rap.
 - Seed and restore all disturbed areas.
- Procedure:
- Install temporary fencing and silt fences as shown and required.
 - Control access/egress from site with stabilized entrance/exit.
 - Install 24" culvert and control structure. Backfill with existing materials.
 - Stop topsoil for proposed detention pond and location of the proposed stockpile B and C.
 - Excavate to final contour (plus 6" for topsoil). Control surface water runoff with erosion control devices.
 - Install rip-rap as shown on upstream and downstream slopes.
 - Re-spread topsoil in detention pond and all disturbed areas.
 - Install additional erosion control and silt fences around stockpiles.
 - Seed with Class 2/2A on detention Pond. Seed with temporary erosion seeding on all stockpiles and disturbed areas.
 - Remove any temporary fencing as required.

- Alternate Bid: All excess material off-site. Excavate 34,100 cy of material to Contours as shown. Remove all excavated material.
 - Stockpile A for stripped topsoil. Remove excess upon completion.
 - Install 24" culvert and control structure. Control surface water during excavation with erosion control devices.
 - Excavate to contours as shown (plus 6" for topsoil).
 - Re-spread topsoil and install rip-rap.
 - Seed and restore all disturbed areas.
- Procedure:
- Install temporary fence and silt fences, as shown and required.
 - Control access/egress from site with stabilized entrance/exit.
 - Install 24" culvert and control structure. Backfill with existing materials.
 - Excavate to finish grade (plus 6" for topsoil). Control surface water runoff with erosion control devices.
 - Install rip-rap as shown on upstream and downstream slopes.
 - Re-spread topsoil in detention pond and all disturbed areas.
 - Remove all excess excavated material and topsoil.
 - Seed with Class 2/2A on all disturbed areas.
 - Remove all temporary fencing as required.



- NOTES:
- FILTER BARRIERS SHALL BE PLACED WHERE SHOWN ON THE PLANS AND WHERE INDICATED BY THE ENGINEER.
 - SEDIMENT TRAPPED BY THE FENCE SHALL BE REMOVED (AND PROPERLY DISPOSED OF) WHENEVER SIGNIFICANT ACCUMULATIONS OCCUR.
 - BARRIERS SHALL BE MAINTAINED IN PLACE UNTIL THE UPLAND AREA HAS BEEN STABILIZED AND SEDIMENT IS AUTHORIZED BY THE ENGINEER.
 - RAT BAIAS MAY BE SUBSTITUTED FOR THE FILTER FABRIC IF APPROVED BY THE ENGINEER.



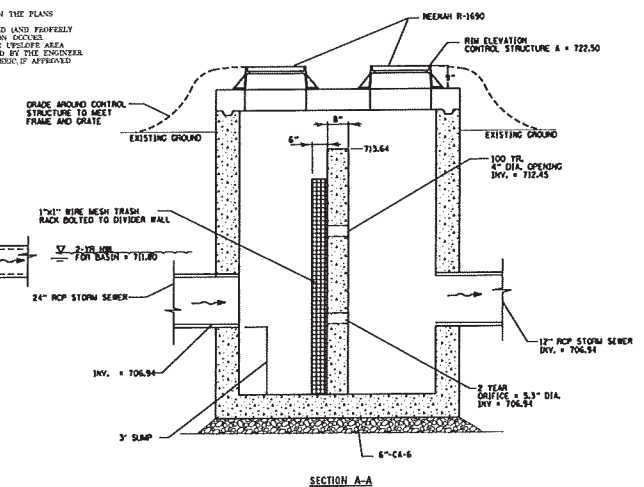
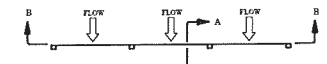
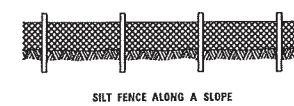
CONTROL STRUCTURE S129 N.T.S.

SUMMARY OF QUANTITIES

BASE BID - EXCESS MATERIAL LEFT ON SITE		UM	QUANTITY
ITEM DESCRIPTION			
1 MOBILIZATION	LS	1	1
2 CONSTRUCTION LAYOUT	LS	1	1
3 TEMPORARY FENCE	FOOT	2550	
4 EARTH EXCAVATION	CU YD	38200	
5 TOPSOIL FURNISH AND PLACE, 6"	SQ YD	45000	
6 SEEDING, CLASS 2A	ACRE	9.5	
7 EROSION CONTROL BLANKET	SQ YD	45000	
8 TEMPORARY EROSION CONTROL SEEDING	ACRE	9	
9 PERIMETER EROSION BARRIER	FOOT	1400	
10 INLET AND PIPE PROTECTION	EACH	4	
11 STONE RIPRAP, CLASS A2	SQ YD	400	
12 FILTER FABRIC FOR USE WITH RIPRAP	SQ YD	400	
13 PIPE CULVERTS, TYPE 2 RCP 24"	FOOT	85	
14 PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	SECTIONS 24"	2	
15 GRATING FOR CONCRETE FLARED END SECTION 24"	EACH	2	
16 STORM SEWER PROTECTED (DRAIN TILE), SPECIAL	LF	100	
17 CONTROL STRUCTURE	EACH	1	

ALTERNATE BID - OFF-SITE DISPOSAL OF EXCESS EXCAVATION

ITEM DESCRIPTION		UM	QUANTITY
1 MOBILIZATION		LS	1
2 CONSTRUCTION LAYOUT		LS	1
3 TEMPORARY FENCE		FOOT	2270
4 EARTH EXCAVATION		CU YD	34100
5 TOPSOIL FURNISH AND PLACE, 6"		SQ YD	28072
6 SEEDING, CLASS 2A		ACRE	5.8
7 EROSION CONTROL BLANKET		SQ YD	28072
8 TEMPORARY EROSION CONTROL SEEDING		ACRE	2
9 PERIMETER EROSION BARRIER		FOOT	1400
10 INLET AND PIPE PROTECTION		EACH	4
11 STONE RIPRAP, CLASS A2		SQ YD	400
12 FILTER FABRIC FOR USE WITH RIPRAP		SQ YD	400
13 PIPE CULVERTS, TYPE 2 RCP 24"		FOOT	85
14 PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"		EACH	2
15 GRATING FOR CONCRETE FLARED END SECTION 24"		EACH	2
16 STORM SEWER PROTECTED (DRAIN TILE), SPECIAL		LF	100
17 CONTROL STRUCTURE		EACH	1



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

CLIENT:

the village of
Orland Park

DSGN.	JGS	TITLE:
DWN.	MJS	
CHKD.	JGS	
SCALE:	40'	
DATE:	4/1/2016	
PLOT DATE:	4/1/2016	
NO.	1	3/17/05 ISSUED FOR WETLAND PERMIT
DATE		NATURE OF REVISION
FILE NAME	N:\ORLANDPARK\03379C\Civil\06-Det_03379_Plan.dwg	

**ORLAND PARK GRASSLANDS
PHASE I PLAN**

PROJECT NO.	03379C
SHEET	6 OF 15
DRAWING NO.	

EXHIBIT 2

MWRDGC'S Purchasing Act

(70 ILCS 2605/11.1) (from Ch. 42, par. 331.1)

Sec. 11.1. Sections 11.1 through 11.24 of this amendatory Act of 1963 shall be known and may be cited as the "Purchasing Act for the Metropolitan Sanitary District of Greater Chicago."

(Source: P.A. 82-1046.)

(70 ILCS 2605/11.2) (from Ch. 42, par. 331.2)

Sec. 11.2. In addition to all the rights, powers, privileges, duties and obligations conferred thereon in "An Act to create sanitary districts and to remove obstructions in the Des Plaines and Illinois rivers", approved May 29, 1889, as amended, the Metropolitan Sanitary District of Greater Chicago shall have the rights, powers and privileges and shall be subject to the duties and obligations conferred thereon by this amendatory Act of 1963.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.3) (from Ch. 42, par. 331.3)

Sec. 11.3. Except as provided in Sections 11.4 and 11.5, all purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold and made by or on behalf of the sanitary district for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, or the granting of any concession, shall be let by free and open competitive bidding after advertisement, to the lowest responsible bidder or to the highest responsible bidder, as the case may be, depending upon whether the sanitary district is to expend or receive money.

All such purchase orders or contracts which shall involve amounts that will not exceed the mandatory competitive bid threshold, shall also be let in the manner prescribed above whenever practicable, except that after solicitation of bids, such purchase orders or contracts may be let in the open market, in a manner calculated to insure the best interests of the public. The provisions of this section are subject to any contrary provisions contained in "An Act concerning the use of Illinois mined coal in certain plants and institutions", filed July 13, 1937, as heretofore and hereafter amended. For purposes of this Section, the "mandatory competitive bid threshold" is a dollar amount equal to 0.1% of the total general fixed assets of the district as reported in the most recent required audit report. In no event, however, shall the mandatory competitive bid threshold dollar amount be less than \$10,000 or more than \$40,000.

Notwithstanding the provisions of this Section, the sanitary district is expressly authorized to establish such procedures as it deems appropriate to comply with state or federal regulations as to affirmative action and the utilization of small and minority businesses in construction

and procurement contracts.
(Source: P.A. 92-195, eff. 1-1-02.)

(70 ILCS 2605/11.4) (from Ch. 42, par. 331.4)

Sec. 11.4. Contracts which by their nature are not adapted to award by competitive bidding, such as, but not only, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for the purchase or sale of utilities and contracts for materials economically procurable only from a single source of supply and leases of real property where the sanitary district is the lessee shall not be subject to the competitive bidding requirements of this Act. The sanitary district is expressly authorized to procure from any federal, state or local governmental unit or agency such surplus materials, as may be made available without conforming to the competitive bidding requirements of this Act. Regular employment contracts, whether classified in civil service or not, shall not be subject to the competitive bidding requirements of this Act.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.5) (from Ch. 42, par. 331.5)

Sec. 11.5. In the event of an emergency affecting the public health or safety, so declared by action of the board of trustees, which declaration shall describe the nature of the injurious effect upon the public health or safety, contracts may be let to the extent necessary to resolve such emergency without public advertisement. The declaration shall fix the date upon which such emergency shall terminate. The date may be extended or abridged by the board of trustees as in its judgment the circumstances require.

The executive director appointed in accordance with Section 4 of this Act shall authorize in writing and certify to the director of procurement and materials management those officials or employees of the several departments of the sanitary district who may purchase in the open market without filing a requisition or estimate therefor, and without advertisement, any supplies, materials, equipment or services, for immediate delivery to meet bona fide operating emergencies where the amount thereof is not in excess of \$50,000; provided, that the director of procurement and materials management shall be notified of such emergency. A full written account of any such emergency together with a requisition for the materials, supplies, equipment or services required therefor shall be submitted immediately by the requisitioning agent to the executive director and such report and requisition shall be submitted to the director of procurement and materials management and shall be open to public inspection for a period of at least one year subsequent to the

date of such emergency purchase. The exercise of authority in respect to purchases for such bona fide operating emergencies shall not be dependent upon a declaration of emergency by the board of trustees under the first paragraph of this Section. (Source: P.A. 95-923, eff. 1-1-09; 96-165, eff. 8-10-09.)

(70 ILCS 2605/11.6) (from Ch. 42, par. 331.6)

Sec. 11.6. The head of each department shall notify the director of procurement and materials management of those officers and employees authorized to sign requests for purchases. Requests for purchases shall be void unless executed by an authorized officer or employee and approved by the director of procurement and materials management. Requests for purchases may be executed, approved and signed manually or electronically.

Officials and employees making requests for purchases shall not split or otherwise partition for the purpose of evading the competitive bidding requirements of this Act, any undertaking involving amounts in excess of the mandatory competitive bid threshold.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.7) (from Ch. 42, par. 331.7)

Sec. 11.7. All proposals to award purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold shall be published at least 12 calendar days in advance of the date announced for the receiving of bids, in a secular English language newspaper of general circulation in said sanitary district and shall be posted simultaneously on readily accessible bulletin boards in the principal office of the sanitary district. Nothing contained in this section shall be construed to prohibit the placing of additional advertisements in recognized trade journals. Advertisements for bids shall describe the character of the proposed contract or agreement in sufficient detail either in the advertisement itself or by reference to plans, specifications or other detail on file at the time of publication of the first announcement, to enable the bidders to know what their obligation will be. The advertisement shall also state the date, time and place assigned for the opening of bids. No bids shall be received at any time subsequent to the time indicated in the announcement; however, an extension of time may be granted for the opening of such bids upon publication in the same newspaper of general circulation in said sanitary district stating the date to which bid opening has been extended. The time of the extended bid opening shall not be less than 5 days after publication, Sundays and legal holidays excluded.

Cash, cashier's check or a certified check payable to the clerk and drawn upon a bank, as a deposit of good faith, in a

reasonable amount not in excess of 10% of the contract amount, may be required of each bidder by the director of procurement and materials management on all bids involving amounts in excess of the mandatory competitive bid threshold. If a deposit is required, the advertisement for bids shall so specify. Instead of a deposit, the director of procurement and materials management may allow the use of a bid bond if the bond is issued by a surety company that is listed in the Federal Register and is authorized to do business in the State of Illinois.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.8) (from Ch. 42, par. 331.8)

Sec. 11.8. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidder void. Each bidder shall accompany his bid with a sworn statement, or otherwise swear or affirm, that he has not been a party to any such agreement or collusion. Any disclosure in advance of the opening of bids, on the terms of the bids submitted in response to an advertisement, made or permitted by the director of procurement and materials management or any officer or employee of said sanitary district shall render the proceedings void and shall require re-advertisement and re-award.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.9) (from Ch. 42, par. 331.9)

Sec. 11.9. All sealed bids shall be publicly opened by the director of procurement and materials management, or his designee, and such bids shall be open to public inspection for a period of at least 48 hours before award is made; provided, this provision shall not apply to the sale of bonds, tax anticipation warrants or other financial obligations of the sanitary district.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.10) (from Ch. 42, par. 331.10)

Sec. 11.10. Every contract or purchase order involving amounts in excess of the mandatory competitive bid threshold shall be signed by the president or other duly authorized officer of the board of commissioners, by the executive director, by the clerk and by the director of procurement and materials management. Each bid with the name of the bidder shall be entered upon a record which shall be open to public inspection in the office of the director of procurement and

materials management. After the award is made, the bids shall be entered in the official records of the board of commissioners.

All purchase orders or contracts involving amounts that will not exceed the mandatory competitive bid threshold shall be let by the director of procurement and materials management. They shall be signed by the director of procurement and materials management and the clerk. All records pertaining to such awards shall be open to public inspection for a period of at least one year subsequent to the date of the award.

An official copy of each awarded purchase order or contract together with all necessary attachments thereto, including assignments and written consent of the director of procurement and materials management shall be retained by the director of procurement and materials management in an appropriate file open to the public for such period of time after termination of contract during which action against the municipality might ensue under applicable laws of limitation. Certified copies of all completed contracts and purchase orders shall be filed with the clerk. After the appropriate period, purchase orders, contracts and attachments in the clerk's possession may be destroyed by direction of the director of procurement and materials management.

The provisions of this Act are not applicable to joint purchases of personal property, supplies and services made by governmental units in accordance with Sections 1 through 5 of "An Act authorizing certain governmental units to purchase personal property, supplies and services jointly," approved August 15, 1961.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.11) (from Ch. 42, par. 331.11)

Sec. 11.11. In determining the responsibility of any bidder, the director of procurement and materials management may take into account, in addition to financial responsibility, past records of transactions with the bidder, experience, adequacy of equipment, ability to complete performance within a specific time and other pertinent factors, including but not limited to whether the equipment or material is manufactured in North America.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.12) (from Ch. 42, par. 331.12)

Sec. 11.12. Any and all bids received in response to an advertisement may be rejected by the director of procurement and materials management if the bidders are not deemed responsible, or the character or quality of the services, supplies, materials, equipment or labor do not conform to requirements, or if the public interest may be better served

thereby.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.13) (from Ch. 42, par. 331.13)

Sec. 11.13. Bond, with sufficient sureties, in such amount as shall be deemed adequate by the director of procurement and materials management not only to insure performance of the contract in the time and manner specified in said contract but also to save, indemnify and keep harmless the sanitary district against all liabilities, judgments, costs and expenses which may in anywise accrue against said sanitary district in consequence of the granting of the contract or execution thereof shall be required for all contracts relative to construction, rehabilitation or repair of any of the works of the sanitary district and may be required of each bidder upon all other contracts in excess of the mandatory competitive bid threshold when, in the opinion of the director of procurement and materials management, the public interest will be better served thereby.

In accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction", approved June 20, 1931, as amended, all contracts for construction work, to which the sanitary district is a party, shall require that the contractor furnish bond guaranteeing payment for materials and labor utilized in the contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.14) (from Ch. 42, par. 331.14)

Sec. 11.14. No contract to which the sanitary district is a party shall be assigned by the successful bidder without the written consent of the director of procurement and materials management. In no event shall a contract or any part thereof be assigned to a bidder who has been declared not to be a responsible bidder in the consideration of bids submitted upon the particular contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.15) (from Ch. 42, par. 331.15)

Sec. 11.15. No person shall be employed upon contracts for work to be done by any such sanitary district unless he or she is a citizen of the United States, a national of the United States under Section 1401 of Title 8 of the United States Code, an alien lawfully admitted for permanent residence under Section 1101 of Title 8 of the United States Code, an individual who has been granted asylum under Section 1158 of

Title 8 of the United States Code, or an individual who is otherwise legally authorized to work in the United States. (Source: P.A. 98-280, eff. 8-9-13; 99-231, eff. 8-3-15.)

(70 ILCS 2605/11.16) (from Ch. 42, par. 331.16)

Sec. 11.16. The executive director, with the advice and consent of the board of trustees, shall appoint the director of procurement and materials management. Any person appointed as the director of procurement and materials management must have served at least 5 years in a responsible executive capacity requiring knowledge and experience in large scale purchasing activities.

In making the appointment, the president shall appoint an advisory committee consisting of 5 persons, one of whom shall be the executive director, which advisory board shall submit not fewer than 3 names to the general superintendent for the appointment. The executive director shall make the appointment from nominees submitted by the Advisory Committee after giving due consideration to each nominee's executive experience and his ability to properly and effectively discharge the duties of the director of procurement and materials management.

The director of procurement and materials management may be removed for cause by the executive director. He is entitled to a public hearing before the executive director prior to such anticipated removal. The director of procurement and materials management is entitled to counsel of his own choice. The executive director shall notify the board of trustees of the date, time, place and nature of each hearing and he shall invite the board to appear at each hearing. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.17) (from Ch. 42, par. 331.17)

Sec. 11.17. Powers of director of procurement and materials management. The director of procurement and materials management shall: (a) adopt, promulgate and from time to time revise rules and regulations for the proper conduct of his office; (b) constitute the agent of the sanitary district in contracting for labor, materials, services, or work, the purchase, lease or sale of personal property, materials, equipment or supplies in conformity with this Act; (c) open all sealed bids; (d) determine the lowest or highest responsible bidder, as the case may be; (e) enforce written specifications describing standards established pursuant to this Act; (f) operate or require such physical, chemical or other tests as may be necessary to insure conformity to such specifications with respect to quality of materials; (g) exercise or require such control as may be necessary to insure conformity to contract provisions with respect to quantity; (h) distribute or cause to be distributed, to the various requisitioning agencies of such

sanitary district such supplies, materials or equipment, as may be purchased by him; (i) transfer materials, supplies, and equipment to or between the various requisitioning agencies and to trade in, sell, donate, or dispose of any materials, supplies, or equipment that may become surplus, obsolete, or unusable; except that materials, supplies, and equipment may be donated only to not-for-profit institutions; (j) control and maintain adequate inventories and inventory records of all stocks of materials, supplies and equipment of common usage contained in any central or principal storeroom, stockyard or warehouse of the sanitary district; (k) assume such related activities as may be assigned to him from time to time by the board of trustees; and (m) submit to the board of trustees an annual report describing the activities of his office. The report shall be placed upon the official records of the sanitary district or given comparable public distribution. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.18) (from Ch. 42, par. 331.18)

Sec. 11.18. The board of trustees is expressly authorized to establish a revolving fund to enable the director of procurement and materials management to purchase items of common usage in advance of immediate need. The revolving fund shall be reimbursed from appropriations of the using agencies. No officer or employee of a sanitary district organized pursuant to this Act shall be financially interested, directly or indirectly, in any bid, purchase order, lease or contract to which such sanitary district is a party. For purposes of this Section an officer or employee of the sanitary district is deemed to have a direct financial interest in a bid, purchase order, lease or contract with the district, if the officer or employee is employed by the district and is simultaneously employed by a person or corporation that is a party to any bid, purchase order, lease or contract with the sanitary district.

Any officer or employee convicted of a violation of this section shall forfeit his office or employment and in addition shall be guilty of a Class 4 felony. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.19) (from Ch. 42, par. 331.19)

Sec. 11.19. No department, office, agency or instrumentality, officer or employee of the sanitary district, shall be empowered to execute any purchase order or contract except as expressly authorized by this Act. (Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.19a) (from Ch. 42, par. 331.19a)

Sec. 11.19a. Purchases made pursuant to this Act shall be made in compliance with the "Local Government Prompt Payment Act", approved by the Eighty-fourth General Assembly. (Source: P.A. 84-731.)

(70 ILCS 2605/11.20) (from Ch. 42, par. 331.20)

Sec. 11.20. There shall be a board of standardization, composed of the director of procurement and materials management of the sanitary district who shall be chairman, and 4 other members who shall be appointed by the president of the board of trustees of the sanitary district. The members shall be responsible heads of a major office or department of the sanitary district and shall receive no compensation for their services on the board. The board shall meet at least once each 3 calendar months upon notification by the chairman at least 5 days in advance of the date announced for such meeting. Official action of the board shall require the vote of a majority of all members of the board. The chairman shall cause to be prepared a report describing the proceedings of each meeting. The report shall be transmitted to each member and shall be made available to the president and board of trustees of such sanitary district within 5 days subsequent to the date of the meeting and all such reports shall be open to public inspection, excluding Sundays and legal holidays.

The board of standardization shall: (a) classify the requirements of the sanitary district, including the departments, offices and other boards thereof, with respect to supplies, materials and equipment; (b) adopt as standards, the smallest numbers of the various qualities, sizes and varieties of such supplies, materials and equipment as may be consistent with the efficient operation of the sanitary district; and (c) prepare, adopt, promulgate, and from time to time revise, written specifications describing such standards.

Specifications describing in detail the physical, chemical and other characteristics of supplies, material or equipment to be acquired by purchase order or contract shall be prepared by the board of standardization. However, all specifications pertaining to the construction, alteration, rehabilitation or repair of any real property of such sanitary district shall be prepared by the engineering agency engaged in the design of such construction, alteration, rehabilitation or repair, prior to approval by the director of procurement and materials management. The specification shall form a part of the purchase order or contract, and the performance of all such contracts shall be supervised by the engineering agency designated in the contracts.

In the preparation or revision of standard specifications the board of standardization shall solicit the advice, assistance and cooperation of the several requisitioning agencies and shall be empowered to consult such public or non-public laboratory or technical services as may be deemed expedient. After adoption, each standard specification shall,

until rescinded, apply alike in terms and effect to every purchase order or contract for the purchase of any commodity, material, supply or equipment. The specifications shall be made available to the public upon request.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.21) (from Ch. 42, par. 331.21)

Sec. 11.21. Official ordinances authorized by this Act shall be adopted by formal action of the board of trustees of the sanitary district and shall be published for the information of the public.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.22) (from Ch. 42, par. 331.22)

Sec. 11.22. Any purchase order or contract executed in violation of this Act shall be null and void. Public funds which have been expended thereon, may be recovered in the name of the sanitary district in any court of competent jurisdiction.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.23) (from Ch. 42, par. 331.23)

Sec. 11.23. The comptroller of the sanitary district shall conduct audits of all expenditures incident to all purchase orders and contracts awarded by the director of procurement and materials management. The comptroller shall report the results of such audits to the president and board of trustees.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.24) (from Ch. 42, par. 331.24)

Sec. 11.24. (a) A person or business entity shall be disqualified from doing business with The Metropolitan Sanitary District of Greater Chicago for a period of 5 years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

1. has been convicted of an act of bribery or attempting to bribe an officer or employee of the federal government or of a unit of any state or local government or school district in that officer's or employee's official capacity; or
2. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Federal Sherman Anti-Trust Act and Clayton Act; or

3. has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois or any other state; or

4. has been convicted of an act of price-fixing or attempting to fix prices as defined by the Federal Sherman Anti-Trust Act and Clayton Act; or

5. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois or any other state; or

6. has been convicted of defrauding or attempting to defraud the Federal government or a unit of any state or local government or school district; or

7. has made an admission of guilt of such conduct as set forth in subsections 1 through 6 above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8. has entered a plea of nolo contendere to charges of bribery, price-fixing, bid-rigging, or fraud as set forth in subsections 1 through 6 above.

(b) "Business entity" as used in this section means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(c) A business entity shall be disqualified if the following persons are convicted of, have made an admission of guilt, or enter a plea of nolo contendere to a disqualifying act described in paragraph (a), subsections 1 through 6, regardless of whether or not the disqualifying act was committed on behalf or for the benefit of such business entity:

(1) a person owning or controlling, directly or indirectly, 20% or more of its outstanding shares; or

(2) a member of its board of directors; or

(3) an agent, officer or employee of such business entity.

(d) Disqualification Procedure. After bids are received, whether in response to a solicitation for bids or public advertising for bids, if it shall come to the attention of the director of procurement and materials management that a bidder has been convicted, made an admission of guilt, a plea of nolo contendere, or otherwise falls within one or more of the categories set forth in paragraphs (a), (b) or (c) of this Section, the director of procurement and materials management shall notify the bidder by certified mail, return receipt requested, that such bidder is disqualified from doing business with the Sanitary District. The notice shall specify the reasons for disqualification.

(e) Review Board. A review board consisting of 3 individuals shall be appointed by the Executive Director of the Sanitary District. The board shall select a chairman from its own members. A majority of the members shall constitute a quorum and all matters coming before the board shall be determined by a majority. All members of the review board shall serve without compensation, but shall be reimbursed actual expenses.

(f) Review. The director of procurement and materials management's determination of disqualification shall be final

as of the date of the notice of disqualification unless, within 10 calendar days thereafter, the disqualified bidder files with the director of procurement and materials management a notice of appeal. The notice of appeal shall specify the exceptions to the director of procurement and materials management's determination and shall include a request for a hearing, if one is desired. Upon receipt of the notice of appeal, the director of procurement and materials management shall provide a copy to each member of the review board. If the notice does not contain a request for a hearing, the director of procurement and materials management may request one within 5 days after receipt of the notice of appeal. If a hearing is not requested, the review board may, but need not, hold a hearing.

If a hearing is not requested, the review board, unless it decides to hold a hearing, shall review the notice of disqualification, the notice of appeal and any other supporting documents which may be filed by either party. Within 15 days after the notice of appeal is filed, the review board shall either affirm or reverse the director of procurement and materials management's determination of disqualification and shall transmit a copy to each party by certified mail, return receipt requested.

If there is a hearing, the hearing shall commence within 15 days after the filing of the notice of appeal. A notice of hearing shall be transmitted to the director of procurement and materials management and the disqualified bidder not later than 12 calendar days prior to the hearing date, by certified mail, return receipt requested.

Evidence shall be limited to the factual issues involved. Either party may present evidence and persons with relevant information may testify, under oath, before a certified reporter. Strict rules of evidence shall not apply to the proceedings, but the review board shall strive to elicit the facts fully and in credible form. The disqualified bidder may be represented by an attorney.

Within 10 calendar days after the conclusion of the hearing, the review board shall make a finding as to whether or not the reasons given in the director of procurement and materials management's notice of disqualification apply to the bidder, and an appropriate order shall be entered. A copy of the order shall be transmitted to the director of procurement and materials management and the bidder by certified mail, return receipt requested.

(g) All final decisions of the review board shall be subject to review under the Administrative Review Law.

(h) Notwithstanding any other provision of this section to the contrary, the Sanitary District may do business with any person or business entity when it is determined by the director of procurement and materials management to be in the best interest of the Sanitary District, such as, but not limited to contracts for materials or services economically procurable only from a single source.

(Source: P.A. 95-923, eff. 1-1-09.)

EXHIBIT 3

Multi-Project Labor Agreement

MULTI-PROJECT LABOR AGREEMENT (COOK COUNTY)

With

CERTIFICATE OF COMPLIANCE

CONTAINS:

- 1) MPLA – EFFECTIVE OCTOBER 6, 2017**
- 2) CERTIFICATE OF COMPLIANCE**

MPLA-CC-01

**GENERAL REQUIREMENTS UNDER THE
MULTI-PROJECT LABOR AGREEMENT**

The following is a brief summary of a Bidder's responsibilities under the MPLA. Please refer to the terms of the MPLA for a full and complete statement of its requirements.

Your firm is required to complete the Certificate of Compliance indicating that your firm intends to comply with the Multi-Project Labor Agreement. The Certificate of Compliance must be signed by an authorized Officer of the firm. This may be submitted with the bid or prior to award of contract. To be eligible for award, your firm must comply with the Multi-Project Labor Agreement and sign the certificate. Failure of the Bidder to comply with the MPLA will result in a rejection of the bid, and possible retention of the bid deposit. Compliance with the MPLA, is as follows:

If the Bidder or any other entity performing work under the contract is not already signatory to a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group") it must become a member.

Note: The MPLA is not applicable when the performance of work is outside Cook County, Illinois, or if repair and maintenance work on equipment is performed at a Bidder's facility.

Revised October 2017

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
MULTI-PROJECT LABOR AGREEMENT FOR COOK COUNTY

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRD" or "District"), a public body, as Owner, in its proper capacity, on behalf of itself and each of its contractors and subcontractors of whatever tier ("Contractors") and shall be applicable to Construction Work on Covered Projects, both defined herein, to be performed by the District's Contractors along with each of the undersigned labor organizations signatory to the Chicago and Cook County Building and Construction Trades Council and, as appropriate, the Teamsters Joint Council No. 25, or their affiliates who become signatory hereto (collectively "Union(s)").

This Agreement is entered into in accordance with all applicable local state and federal laws. The District recognizes the public interest in timely construction and labor stability.

WHEREAS, MWRD is responsible for the actual construction, demolition, rehabilitation, deconstruction, and/or renovation work ("Construction Work") of projects overseen by MWRD in the geographical boundaries of Cook County. All of the District's Construction Work within those boundaries ("Covered Projects") will be recognized as covered under the terms of this Agreement regardless of the source of the Funds for the Project. Due to the size, scope, cost, timing, and duration of the multitude of Covered Projects traditionally performed by MWRD, the Parties to this Agreement have determined that it is in their interests to have these Covered Projects completed in the most productive, economical, and orderly manner possible and without labor disruptions of any kind that might interfere with, or delay, any of said Covered Projects; and

WHEREAS, the Parties have determined that it is desirable to eliminate the potential for friction and disruption of these Covered Projects by using their best efforts to ensure that all Construction Work is performed by the Unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work regardless of the source of the Funds for the Project. Experience has proven the value of such cooperation and mutual undertakings; and

WHEREAS, the Parties acknowledge that the District is not to be considered an employer of any employee of any Contractor covered under this Agreement, and the District acknowledges that it has a serious and ongoing concern regarding labor relations associated with its Covered Projects, irrespective of the existence of a collective bargaining relationship with any of the signatory Unions.

NOW THEREFORE, in order to further these goals and objectives and to maintain a spirit of harmony, labor-management cooperation, and stability, the Parties agree as follows:

1. During the term of this Agreement, MWRD shall neither contract, nor permit any other person, firm, company, or entity to contract or subcontract for any Construction Work on any Covered Project under this Agreement, unless such work is performed by a person, firm, or company signatory, or willing to become signatory, to the current applicable area-wide collective bargaining agreement(s) with the appropriate trade/craft Union(s) affiliated with the Chicago & Cook County Building & Construction Trades Council or, as appropriate, the Teamsters' Joint Council No. 25. Copies of all applicable, current collective bargaining agreements constitute Appendix A of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement.

Said provisions of this Agreement shall be included in all advertised contracts, excluding non-Construction Work, and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all Contractors on Covered Projects.

- a. The Parties agree that the repair of heavy equipment, thermographic inspection, and landscaping shall be defined and/or designated as Construction Work on all Covered Projects.
- b. The Unions acknowledge that some preassembled or prefabricated equipment and material will be used on Covered Projects. To the extent consistent with existing collective bargaining agreements and applicable law, there will be no refusal by the Unions to handle, transport, install, or connect such equipment or materials. Further, equipment and material procured from sources outside of the geographic boundaries of Cook County may be delivered by independent cargo, haulers, rail, ship and/or truck drivers and such delivery will be made without any disruption as the District will request its Contractors to request Union-affiliate employees to make deliveries to the Covered Project sites.
- c. Notwithstanding anything to the contrary herein, the terms of this Agreement shall not apply to work performed at the Contractor's facility for repair and maintenance of equipment or where repair, maintenance, or inspection services are done by highly-skilled technicians trained in servicing equipment, unless otherwise provided by the relevant collective bargaining agreement.
- d. Nothing herein shall prohibit or otherwise affect the District's right to cancel or otherwise terminate a contract.
- e. A pre-construction meeting attended by representatives of the District, the Contractors, and Unions shall be scheduled for a date prior to commencement of a Covered Project. The nature of the project, the May 15, 2017 Covered Construction Work, the work assignments, and any other matters of mutual interest will be discussed. All parties participating in the pre-job conferences shall sign a pre-job-sign-in sheet. During the pre-job conference, or shortly thereafter, and before the commencement of the project, the contractor or subcontractor shall ensure that there has been submitted to the District a letter of good standing for the applicable trades explaining that the contractor or subcontractor is not delinquent with respect to any dues owed to the appropriate labor organization or with respect to any fringe contributions owed to the appropriate fringe benefit fund(s). If a union or fringe benefit fund does not produce a letter of good standing within seven (7) days after a request is made no such letter of good standing shall be required for that particular trade.
- f. The Unions agree to reasonably cooperate with the MWRD and Contractors in order to assist them in achieving the Worker Percentage Participation goals as defined in subsection (1) and (2) below. The Worker Percentage Participation goals are governed by federal requirements regarding federal construction contracts. To the extent these federal worker percentage participation goals are modified in the future, such modifications will automatically apply:

- (1) 19.6% of the total aggregate of construction hours worked by employees of contractors and their subcontractors will be performed by African-American, Hispanic, Native American, Asian-Pacific, and Subcontinent Asian American workers.
- (2) 6.9% of the total aggregate of construction hours worked by employees of the contractors and their subcontractors will be performed by female workers.

2. A contractor or subcontractor which is a successful bidder with respect to Covered Projects, but which is not signatory to the applicable area-wide collective bargaining agreements incorporated herein, shall be required to execute such applicable area-wide collective bargaining agreements within seven (7) days of being designated a successful bidder. If such an agreement is not executed within that time period, said contractor or subcontractor will be disqualified. In no event shall a contractor or subcontractor be required to sign any of the applicable agreements constituting Appendix A if the contractor or subcontractor does not employ the trade covered by the applicable Appendix A contract.

3. During the term of this Agreement, no Union signatory hereto nor any of its members, officers, stewards, agents, representatives, nor any employee, shall instigate, authorize, support, sanction, maintain, or participate in any strike walkout, work stoppage, work slowdown, work curtailment, cessation, or interruption of production, or in any picketing of any Covered Project site covered by this Agreement for any reason whatsoever, including, but not limited to, the expiration of any collective bargaining agreement referred to in Appendix A, a dispute between the Parties and any Union or employee, or as a show of support or sympathy for any other Union employee or any other group. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, no adverse job action shall be directed against any Covered Project sites. All provisions of any subsequently negotiated collective bargaining agreement shall be retroactive for all employees working on the Covered Project.

4. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof. Each union also agrees that if any union, individual or group of employees on covered projects engages in any handbilling, picketing, strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption, the other unions will consider such picketing or other work action as unauthorized and will refuse to honor any picket line established and the unions further agree to instruct their members to cross such unauthorized lines. Failure of any union or groups of employees to cross such unauthorized picket lines on any covered project shall be a violation of this agreement.

5. Any Contractor signatory or otherwise bound, stipulated to, or required to abide by any provisions of this Agreement may implement reasonable project rules and regulations, and these rules and regulations shall be distributed to all employees on the Covered Project. Provided, however, that such rules and regulations shall not be inconsistent with the terms of this Agreement or any applicable area-wide collective bargaining agreement. Any Contractor shall have the right to discharge or discipline its Union employees who violate the provisions of this Agreement or any Covered Project's rules and regulations. Such discharge or discipline by a Contractor shall be subject to the Grievance/ Arbitration procedure of the applicable area-wide collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review or disturbed. Construction Work at any Covered Project site under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/Arbitration procedure.

6. The Unions understand and acknowledge that the District's Contractors are responsible to perform Construction Work as required by the District. The Contractors have complete authority to do the following, subject to District approval, if required, and if consistent with the terms of the collective bargaining agreements attached hereto:

- a. Plan, direct, and control the operations of all work;
- b. Hire and lay off employees as the Contractor deems appropriate to meet work requirements;
- c. Determine work methods and procedures;
- d. Determine the need and number of foremen;
- e. Require all employees to observe Contractor and/or District rules and regulations;
- f. Require all employees to work safely and observe all safety regulations prescribed by the Contractor and/or the District; and
- g. Discharge, suspend, or discipline employees for proper cause.
- h. Abide by the rules set forth in each respective Trade Unions' Collectively Bargained Agreement pertaining to apprentice to journeymen ratios.

7. Nothing in the foregoing shall prohibit or restrict any Party from otherwise judicially enforcing any provision of its collective bargaining agreement between any Union and a Contractor with whom it has a collective bargaining relationship.

8. This Agreement shall be incorporated into all advertised contract documents after the Board of Commissioners adopts and ratifies this Agreement.

9. The term of this Agreement shall be five (5) years and shall be automatically extended from year to year unless the District or the Council Issues a written notice to terminate prior to ninety (90) days in advance of any expiration. Any Covered Project commenced during and/or covered by the terms of this Agreement shall continue to be covered by its terms until the final completion and acceptance of the Covered Project by the District.

10. In the event a dispute shall arise between a contractor or subcontractor any signatory union and/or fringe benefit fund as to the obligation and/or payment of fringe benefits provided for under the appropriate Collective Bargaining Agreement, upon notice to the District by the appropriate union signatory hereto of a claim for such benefits, the District shall forward such notification to the surety upon the contract, and to the general contractor.

11. In the event of a jurisdictional dispute by and between any Unions, such Unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, Parties, including Contractors, consent to and agree that a final and binding resolution of the dispute shall be achieved in accordance with the terms of paragraph nine of the Joint Conference Board Standard Agreement between the Chicago & Cook County Building Trades Council and the Construction Employers' Association, attached hereto as Appendix B, and as may be modified from time to time during the term of this Agreement.

12. This Agreement shall be incorporated into and become a part of the collective bargaining agreements between the Unions signatory hereto and Contractors and their subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTP Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruction calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control systems Technicians, and the National Agreement of the International Union of Elevator Contractors with the exception of the content and subject matter of Article V, VI, and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The Parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each Party hereto agrees to designate, in writing, a representative to whom problems which arise during the term of this Agreement may be directed. Within forty-eight (48) hours after notice of the existence of any problem, a representative of each Party shall meet to discuss and, where possible, resolve such problems. The representative of the Unions shall be President of the Chicago & Cook County Building & Construction Trades Council or his/her designee. The representative of MWRD shall be the District's Assistant Director of Engineering, Construction Division or his/her designee.

14. The District and the Contractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) on any Covered Project shall be that as contained or otherwise provided for in the relevant area-wide collective bargaining agreements attached as Appendix A to this Agreement. Nothing in the foregoing shall limit the District and/or Contractors from initiating their own substance abuse policy governing other employees performing work on a project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreements, the policy adopted by the District and/or Contractor may apply. The District is not responsible for administering any substance abuse policy for non-District employees.

15. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), the Center's Helmets to Hardhats program, and the Veteran's In Piping (V.I.P) program (this only pertains to the United Association Pipefitter's Local 597, Plumbers Local 130, and Sprinkler Fitter's Local 281), to serve as a resource for preliminary orientation, assessment of construction aptitude, and referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties. The Contractors and Unions also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on Covered Projects, including apprenticeship and employment opportunities on such projects. To the extent permitted by law, the Parties will give

appropriate credit to such veterans for bona fide, provable past experience in the building and construction industry.

16. The Parties agree that Contractors working under the terms of this Agreement shall be required to utilize the maximum number of apprentices on Covered Projects as permitted under the applicable area-wide collective bargaining agreements contained in Appendix A, where feasible and practical.

17. Neither the District, the Contractors, nor the Unions shall discriminate against any employees of a protected class, including but not limited to on the basis of race, creed, color, national origin, age, or sex, in accordance with all applicable state and federal laws and regulations.

18. If any provision or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, it shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as amended, shall be enforced so as to give effect to the intention of the Parties insofar as possible.

19. Under this Agreement, any liability of the Parties shall be several and not joint. The District shall not be liable for any violations of this Agreement by any Contractor or Union, and any Contractor or Union shall not be liable for any violations of this Agreement by the District, any other Contractor, or any other Union. In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable as specified in Paragraph 18, neither the District, nor any Contractor or Union, shall be liable for any action taken or not taken to comply with any court order.

20. The Parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this Agreement applies to provide a work environment free of illegal drugs and any concealed weapons, to maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.

21. The use or furnishing of alcohol, weapons, or illegal drugs and the conduct of any other illegal activities at the job site is strictly prohibited. The Parties shall take every practical measure consistent with the terms of the applicable area-wide collective bargaining agreement to ensure that the job site is free of weapons, alcohol, and illegal drugs.

22. Each Union representing workers engaged in Construction Work on a Covered Project is bound to this Agreement with full authority to negotiate and sign this Agreement with the District.

23. All Parties represent that they have the full legal authority to enter into this Agreement.

24. This document, with the attached Appendices, constitutes the entire Agreement of the Parties and may not be modified or changed except by subsequent written agreement of the Parties.

September 6, 2017

25. Having been adopted by the Board of Commissioners on August 3, 2017, and ratified and effective as of the last date on the signature page, this agreement supersedes any other Multi-Project Labor Agreement previously entered into by the parties as of the date of ratification.

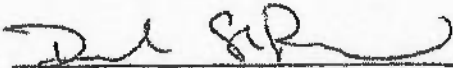
[Remainder of page intentionally left blank. Signature page follows.]

September 6, 2017

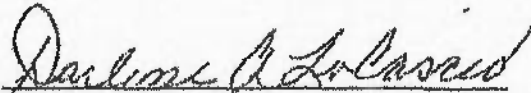
The undersigned, as a Party hereto, hereby agrees to all the terms and conditions of this Agreement.

Dated this 16TH day of OCTOBER, 2017 in Chicago, Cook County, Illinois.

On behalf of the Metropolitan Water Reclamation District of Greater Chicago

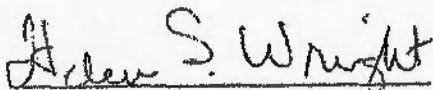


David St. Pierre
Executive Director
Management



Darlene A. LoCascio
Director of Procurement and Materials

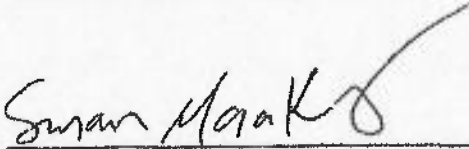
Approved as to Form and Legality



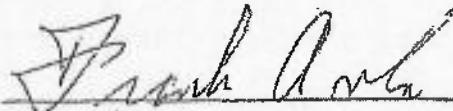
Helen Shields-Wright
Head Assistant Attorney



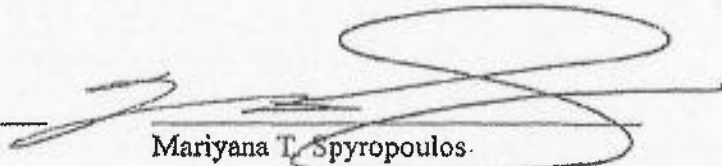
Jacqueline Torres
Director of finance/Clerk



Susan T. Morakalis
Acting General Counsel



Frank Avila
Chairman of Finance



Mariyana T. Spyropoulos
Chairman, Committee on Labor and
Industrial Relations

Approved



Mariyana T. Spyropoulos, President

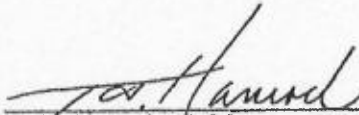
MWRD RA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 15th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Teamsters Local Union No. 731
Labor Organization

APPROVED:


Its Duly Authorized Officer Terrence J. Hancock, President

MWRD PA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 13th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Sprinkler Fitters Union Local 281, U.A.
Labor Organization

APPROVED:


His Duly Authorized Officer

Dennis J. Fleming, Business Manager

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: SMART Local #23
Labor Organization

APPROVED:

Ross Lewis
Its Duly Authorized Officer

MWRD RA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Roufers + Water Proofer's #11
Labor Organization

APPROVED:

Dany Mural
Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: Plumbers Local 130UA
Labor Organization

APPROVED:

James F. Coyne
Its Duty Authorized Officer

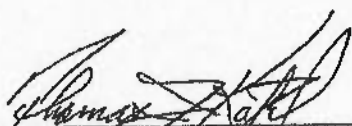
MWRD P.C.A.
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: PIPEFITTERS LOCAL 597
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Painters / Glaziers
Labor Organization

APPROVED:


Its Duly Authorized Officer

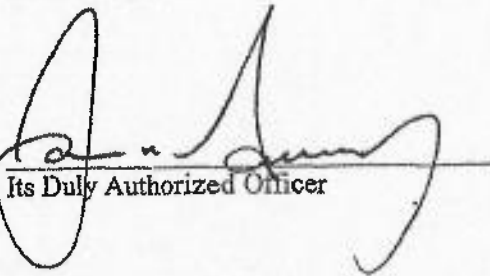
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: OPERATING ENGINEER ISO
Labor Organization

APPROVED:


Its Duly Authorized Officer

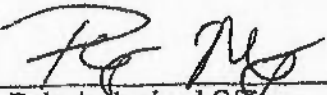
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Machinists Local 126
Labor Organization

APPROVED:



Its Duly Authorized Officer

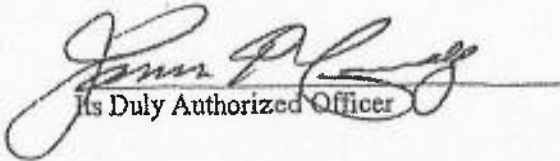
MARD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: LABORERS' DISTRICT COUNCIL
Labor Organization

APPROVED:


Its Duly Authorized Officer

MURD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 20th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: RIGER LOCAL #136
Labor Organization

APPROVED:


Its Duly Authorized Officer

MURA PLA

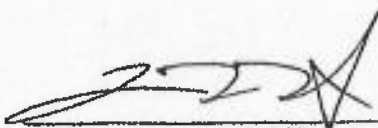
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT. 2017 in Chicago, Cook County, Illinois.

On behalf of: Team Workers #63
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

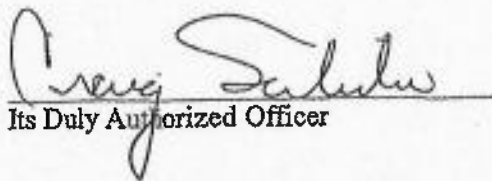
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 25th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: IFROW WORKERS #1
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Heat + Frost Insulators Local #17
Labor Organization

APPROVED:

Wm. J. McGin
Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: IUEL Local 2
Labor Organization

APPROVED:


Its Duly Authorized Officer


MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept, 2017 in Chicago, Cook County, Illinois.

On behalf of: Local 134 IBCU
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept, 2017 in Chicago, Cook County, Illinois.

On behalf of: CMRUT MSAU & PLASTRA'S
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD P&A

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: CARPENTERS
Labor Organization

APPROVED:

Frank J. Kelly
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: BRICKLAYERS AND ALLIED CRAFTS
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

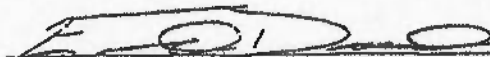
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: International Brotherhood of Boilermakers Local 007C
Labor Organization

APPROVED:



Its Duly Authorized Officer

APPENDIX A

For copies of Collective Bargaining Agreements, please go to the MWRD Website and click on:

Freedom of Information Act (FOIA)/Category of Records

September 6, 2017

APPENDIX B

**JOINT CONFERENCE BOARD
STANDARD AGREEMENT
6/1/15 – 5/31/20**

**Construction Employers' Association
And
Chicago & Cook County Building &
Construction Trades Council**

**The Standard Agreement
between
The Construction Employers' Association
and
The Chicago & Cook County
Building & Construction Trades Council
Establishing
The Joint Conference Board**

CHRONOLOGY

ADOPTED NOVEMBER 18, 1926
AMENDED AND READOPTED JANUARY 11, 1929
AMENDED AND READOPTED JUNE 24, 1942
READOPTED APRIL 28, 1947
AMENDED AND READOPTED MARCH 19, 1952
READOPTED FEBRUARY 12, 1957
AMENDED AND READOPTED MAY 13, 1958
AMENDED AND READOPTED FEBRUARY 11, 1960
AMENDED AND READOPTED MAY 21, 1963
AMENDED NOVEMBER 16, 1965
AMENDED MARCH 14, 1967
AMENDED AND READOPTED MARCH 4, 1968
AMENDED AND READOPTED NOVEMBER 11, 1971
READOPTED NOVEMBER 20, 1973
READOPTED DECEMBER 12, 1978
READOPTED APRIL 12, 1983
READOPTED MARCH 31, 1988
AMENDED AND READOPTED APRIL 25, 1989
REFORMATTED, AMENDED AND READOPTED JUNE 1, 1994
AMENDED AND READOPTED JUNE 1, 1999
AMENDED APRIL 1, 2003
AMENDED AND READOPTED JUNE 1, 2004
AMENDED AND READOPTED JUNE 1, 2005
AMENDED AND READOPTED JUNE 25, 2008
AMENDED AND READOPTED FEBRUARY 15, 2010
AMENDED AND READOPTED MAY 28, 2015

Expiration Date: MAY 31, 2020

TABLE OF CONTENTS

Article	Page
Preamble	1
Declaration of Principles.....	2
Articles of Agreement.....	3
I. No Work Stoppage.....	3
II. Stipulation.....	3
III. Rights	3
Paragraph 1 Abandonment of Work	3
Paragraph 2 Collection of Wages.....	3
Paragraph 3 Contracting.....	3
IV. Apprenticeship	4
V. Joint Conference Board	4
VI. Arbitrator's Criteria	4
VII. Arbitration.....	6
Paragraph 1 Annual Meeting	6
Paragraph 2 Make Up of JCB	6
Paragraph 3 Selection of Arbitrators.....	6
Paragraph 4 Unfilled Terms	6
Paragraph 5 Substitutes at Meetings	6
Paragraph 6 Notice of Meetings.....	7
Paragraph 7 Quorum	7
Paragraph 8 Impartiality.....	7
Paragraph 9 Initiation of a Hearing	7
Paragraph 10 Presentations	8
Paragraph 11 Other Attendees	8
Paragraph 12 Contacting the Arbitrator	8
Paragraph 13 Board of Arbitration.....	8
VIII.	
Paragraph 1 Visiting Jobs	8
Paragraph 2 Tools	9
Paragraph 3 Small Tasks	9
Paragraph 4 Compliance of Agreements.....	9
Paragraph 5 Stipulation.....	9
Paragraph 6 Labor Agreement Stipulation.....	9
Paragraph 7 Area of Jurisdiction.....	10
Paragraph 8 Decisions Final.....	10
Paragraph 9 Complaints	10
Paragraph 10 Violations.....	10
Paragraph 11 Notices	11
Paragraph 12 Holidays	11
Paragraph 13 Enforcement.....	11
Paragraph 14 Question of Jurisdiction	11
Paragraph 15 Terms of Agreement	12

PREAMBLE

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers and so far as possible to provide for labor continuous employment, such employment to be in accordance with the conditions and at the wages agreed upon, in the particular trade or craft, that stable conditions may prevail in the construction industry, that costs may be as low as possible consistent with fair wages and conditions and further to establish the necessary procedure by which these ends may be accomplished.

This Standard Agreement shall be considered and shall constitute a part of all agreements between Employers and Labor Unions, members of the Construction Employers' Association, herein call the Association, and the Chicago & Cook County Building & Construction Trades Council, herein called the Council, as containing within its terms the necessary protection of and assuring undisturbed conditions in the industry. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

DECLARATION OF PRINCIPLES

The Principles contained herein are fundamental, and no articles or section in this Agreement or in the collective bargaining agreement pertaining to a specific trade or craft shall be construed as being in conflict with these principles. In the event any conflict exists between this Agreement and any collective bargaining agreement subject to the Provisions of this Agreement and the dispute resolution provisions contained hereunder, and pertaining to a specific trade or craft concerning the resolution of jurisdictional disputes, the parties specifically agree that the terms of this Agreement are exclusive and supersede any other provisions or procedures relating to the settlement of jurisdictional disputes contained in such collective bargaining agreement.

- I. There shall be no limitation as to the amount of work a worker shall perform during the work day.
- II. There shall be no restriction on the use of machinery, tools or appliances.
- III. There shall be no restriction on the use of any raw or manufactured material, except prison made.
- IV. No person shall have the right to interfere with workers during working hours.
- V. The use of apprentices shall not be prohibited.
- VI. The foreman shall be the agent of the employer.
- VII. The worker is at liberty to work for whomever he or she sees fit but such worker shall demand and receive the wages agreed upon in the collective bargaining agreement covering the particular trade or craft under any circumstances.
- VIII. The employer is at liberty to employ and discharge for just cause whomsoever the employer sees fit.

ARTICLES OF AGREEMENT

ARTICLE I

Therefore, with the Preamble and Declaration of Principles as part of and fundamental to this Agreement, the parties hereto hereby agree that there shall be no lockout by any employer, or strikes, stoppage, or the abandonment of work either individually or collectively, by concerted or separate action by any union without arbitration of any jurisdictional dispute as hereinafter provided.

ARTICLE II

The parties hereto hereby agree that in the manner herein set forth, they and the parties whom they represent will submit to arbitration all jurisdictional disputes that may arise between them and any misunderstanding as to the meaning or intent of all, or any part, of this Agreement, and they further agree that work will go on undisturbed during such arbitration, and that the decision of the arbitrator shall be final and binding on the parties hereto as provided in Article VI.

ARTICLE III

Paragraph 1. Should a Union affiliated with the Council abandon its work without first submitting any jurisdictional dispute to arbitration as provided herein, or should any employees whom it represents individually or collectively, or by separate or concerted action, leave the work, the employer shall have the right to fill the places of such workers with workers who will agree to work for the employer, and the Union shall not have the right to strike, or abandon the work, because of the employment of such workers.

Paragraph 2. The Union shall have the right to take the employees whom it represents from the work for the purpose of collecting wages and fringe benefits due, but such matter shall immediately be referred to arbitration. Should there be a dispute as to the amount due, the matter shall be first referred to arbitration as herein set forth.

Paragraph 3. The parties recognize the importance of having all work performed in a satisfactory manner by competent craftsmen. Because the unions affiliated with the Council have through apprenticeship and other training programs consistently striven to create an adequate supply of such skilled workers, and because it is desirable that the unions continue to do so, the Association, for itself and for each employer whom it represents agrees, to the extent permitted by law, that it will contract or subcontract any work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work, only with or to a contractor who is a party to a collective bargaining agreement with a union affiliated with the Council and, accordingly, is bound by all the terms and provisions of this Standard Agreement.

ARTICLE IV

The parties recognize the importance of having available and furnishing at all times during the life of this Agreement sufficient skilled workers, capable of performing the work of their trade, and to constantly endeavor to improve the ability of such workers and further to have in the making, through apprenticeship training, workers who can enter the trade properly equipped to perform the work, and to the extent possible, the parties agree to do everything within their power to cooperate in carrying out these purposes. Joint apprenticeship committees shall have the right to maintain schools for the training of apprentices registered under the terms of the particular collective bargaining agreement involved and such apprentices shall be considered skilled and qualified journeymen when adjudged competent by a committee composed of the members of the parties to the particular collective bargaining agreement involved. However, this article shall not be construed to disturb present systems wherein the labor organization which is a party to the particular collective bargaining agreement involved compels apprentices to attend trade school.

ARTICLE V

A Joint Conference Board is hereby created by agreement between the Association and the Council, which shall be binding upon the members and affiliates of each, and it is hereby agreed by the parties hereto, together with their members and affiliates, that they will recognize the authority of said Joint Conference Board and that its decisions shall be final and binding upon them as provided in Article VI. The administration of the Joint Conference Board shall be executed by the Secretary of the Board. All normal operating and all extraordinary expenses shall be borne equally.

ARTICLE VI

The Joint Conference Board shall be responsible for the administration of this Agreement. The primary concern of the Joint Conference Board shall be the adjustment of jurisdictional disputes by arbitrators selected by the Board. Decisions rendered by any arbitrator under this Agreement appointed by the Joint Conference Board relating to jurisdictional disputes shall be only for the specific job under consideration and shall become effective immediately and complied with by all parties. In rendering a decision, the Arbitrator shall determine:

- a) First whether a previous Agreement of Record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs.
- b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable Agreement of Record or agreement between the National or International Unions to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a

previous Decision of Record governing the case, the Arbitrator shall give equal weight to such Decision of Record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the Decision of Record and established trade practice in the industry rather than the prevailing practice in the locality.

- c) In order to determine the established trade practice in the industry and prevailing practice in the locality, the Arbitrator may rely on applicable agreements between the Local Unions involved in the dispute, prior decisions of the Joint Conference Board for specific jobs, decisions of the National Plan and the National Labor Relations Board or other jurisdictional dispute decisions, along with any other relevant evidence or testimony presented by those participating in the hearing.
- d) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

Agreements of Record are those agreements between National and International Unions that have been "attested" by the predecessor of the National Plan and approved by the AFL-CIO Building and Construction Trades Department and are contained in the Green Book. Such Agreements of Record are binding on employers stipulated to the Plan for the Settlement or Jurisdictional Disputes in the Construction Industry (the "National Plan"), the National Plan's predecessor joint boards or stipulated to the Joint Conference Board. Agreements of Record are applicable only to the crafts signatory to such agreements. Decisions of Record are decisions by the National Arbitration Panel or its predecessors and recognized under the provisions of the Constitution of the AFL-CIO Building and Construction Trades Department and the National Plan. Decisions of Record are applicable to all crafts.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute. Such decisions of the Arbitrator shall be final and binding subject only to an appeal, if such an appeal is available under conditions determined by the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations under the National Plan or any successor plan for the settlement of jurisdictional disputes.

ARTICLE VII

This is an arbitration agreement and the intent of this agreement is that all unresolved jurisdictional disputes must be arbitrated under the authority of the Joint Conference Board and that the decisions, subject to the right of appeal provided in Article VI, shall be final and binding upon the parties hereto and upon their affiliates and the members of such affiliates, and that there shall be no abandonment of the work during such arbitration or in violation of the arbitration decision. The Joint Conference Board shall administer the neutral arbitration system of this agreement. Any party bound to this Agreement through a collective bargaining agreement with any Local Union affiliated with the Council shall be bound to this Agreement for all jurisdictional disputes that may arise between any Local Unions affiliated with the Council. Employers bound to this Agreement shall require that this Agreement be a part of all agreements with contractors or subcontractors covering work performed by any trade or craft affiliated with the Council. All parties to this Agreement release the Board from any liability arising from its action or inaction and covenant not to sue the Board. Any damages incurred by the Board for any breach of this covenant shall include, but are not limited to, the Board's costs, expenses and attorneys fees incurred as a result of said legal proceedings.

Paragraph 1 - The annual meeting of the Joint Conference Board shall be held in June, unless another date is agreed upon by the parties.

Paragraph 2 - The parties hereto shall designate an equal number of members who shall serve upon the Joint Conference Board. The members of the Board shall annually be certified by the Association and the Council in written communications addressed to the Board by the President and Secretary of the respective organizations. Each year the Joint Conference Board shall select a Chairman from among its members. The Joint Conference Board shall also select from among its members a Vice Chairman. The Board shall also select a Secretary. All members shall serve for one year or until their successors have been selected.

Paragraph 3 - At the annual meeting, the Association and Council shall each name at least five and up to ten impartial arbitrators.

Paragraph 4 - In the event the Chairman or Vice-Chairman is unable to serve by reason of resignation, death or otherwise, a successor may be selected for the remainder of the term by the party which made the original selection. Should a member of the Joint Conference Board be unable to serve, because of resignation, death or any other reason, the successor shall be selected by the Association or Council respectively in which such member holds membership.

Paragraph 5 - Should any member of the Board for any reason be unable to attend any meeting of the Board, the President of his respective organization shall be empowered to name a substitute for each absentee for that meeting.

Paragraph 6 - Meetings of the Board may be called at any time by the Chairman, Secretary or three members of the Board. Seventy-two hours written notice of such meeting must be given to each member of the Board.

Paragraph 7 - Twelve members of the Board, six from each of the parties, present at the executive session, shall be a quorum for the transaction of business. The Chairman, or Vice-Chairman, when presiding, shall not be counted for the purpose of determining a quorum. Whenever the number of members present from each party at the executive session are unequal, the party with the fewer members present shall be entitled to cast a total number of votes equal to the number of the present members of the other party with the additional votes of said party being cast in accordance with the vote of the majority of its members who are present.

Paragraph 8 - If it is brought to the attention of the Chairman that any member (other than the Chairman) is not impartial with respect to a particular matter before the Board, the Chairman may excuse such member from the executive session if the Chairman concludes that such member has a conflict of interest with respect to such matter.

Paragraph 9 - Should a jurisdictional dispute arise between the parties hereto, among or between any members or affiliates of the parties hereto, or among or between any members or affiliates of the parties hereto and some other body of employers or employees, the disposition of such dispute shall be as follows:

- a) The crafts involved shall meet on the jobsite or a mutually agreed location to resolve the jurisdictional dispute.
- b) If the said dispute is not settled it shall be submitted immediately in writing to the Secretary of the Joint Conference Board. Unless agreed to in writing (correspondence, email, etc.) by the trades involved in the dispute, the trades and contractors shall make themselves available to meet within 72 hours at a neutral site with representatives of the Chicago & Cook County Building & Construction Trades Council and the Construction Employers' Association to resolve this jurisdictional issue.
- c) Failure to meet within seventy-two (72) hours of receiving written notice or e-mail to the meetings contemplated in "a" or "b" above will automatically advance the case to the next level of adjudication.
- d) Should this jurisdictional issue be unresolved, the matter shall, within 72 hours not counting Saturday, Sunday and Holidays, hereafter, be referred to an Arbitrator for adjudication if requested in writing by any party. The Arbitrator shall hear the evidence and render a prompt decision within forty-eight (48) hours of the conclusion of the hearing based on the criteria in Article VI. The arbitrator chosen shall be randomly selected based on availability from the list

submitted in Article VII Paragraph 3. The decision of the Arbitrator shall be subject to appeal only under the terms of Article VI. The written decision shall be final and binding upon all parties to the dispute and may be a short form decision. The fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion.

- e) Should said dispute not be so referred by either or both of the parties, the Joint Conference Board may, upon its own initiative, or at the request of others interested, take up and decide such dispute, and its decision shall be final and binding upon the parties hereto and upon their members and affiliates as provided for in Article VI.

In either circumstance all of the parties are committed to a case until it is finalized, even if there is an appeal. However, in cases of jurisdictional or other disputes between a union and another union, which is a member of the same International Union, the matter in dispute shall be settled in the manner set forth by their International Constitution, but there shall be no abandonment of the work pending such settlement.

Paragraph 10 - All interested parties shall be entitled to make presentations to the Arbitrator. Any interested party present at the hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the arbitrator and to agree to be bound by its decision and further agrees to be bound by the Standard Agreement, for that case only if not otherwise so bound.

Paragraph 11 - Upon approval of the Arbitrator other parties not directly involved in the dispute may be invited to be present during the presentation and discussion portions of an arbitration hearing. Attorneys shall not be permitted to attend or participate in any portion of a hearing.

Paragraph 12 -- At no time shall any party to a pending dispute unilaterally or independently contact the Arbitrator assigned to hear the case. All inquiries must be submitted to the Secretary of the Joint Conference Board.

Paragraph 13 - The Joint Conference Board may also serve as a board of arbitration in other disputes, including wages, but only when requested to do so by all parties involved in the particular dispute or controversy. It is not the intention of this Agreement that the Joint Conference Board shall take part in such disputes except by mutual consent of all parties involved.

ARTICLE VIII

Paragraph 1 - The duly authorized representatives of members of affiliates of either party hereto, if having in their possession proper credentials, shall be permitted to visit jobs

during working hours, to interview the contractor or the workers, but they shall in no way interfere with the progress of the work.

Paragraph 2 - The handling of tools, machinery and appliances necessary in the performance of the work covered by a particular collective bargaining agreement, shall be done by journeymen covered by such agreement and by helpers and apprentices in that trade, but similar tools, machinery and appliances used by other trades in the performance of their work shall be handled in accordance with the particular collective bargaining agreement of that trade.

Paragraph 3 - In the interest of the public economy and at the discretion of the employer or foreman, all small tasks covered by a particular collective bargaining agreement may be done by workers or laborers of other trades, if mechanics or laborers of this trade are not on the building or job, but same are not to be of longer duration than one-half hour in any one day. The Joint Conference Board may render a decision involving a composite crew.

Paragraph 4 - It is fundamental to the Standard Agreement that all members and affiliates of the parties to this Agreement be stipulated to the Standard Agreement and the Joint Conference Board. All current members of the Chicago and Cook County Building and Construction Trades Council, and their affiliates, by this Agreement are stipulated to the Standard Agreement and Joint Conference Board for the term of the current Standard Agreement. The area labor agreements of the members and affiliates of the parties setting forth language stipulating those parties to the Standard Agreement and Joint Conference Board shall be filed with the Secretary of the Joint Conference Board annually, at the time of the Joint Conference Board appointments. Current trade or craft agreements will prevail as interim agreements in the event labor negotiations are incomplete or in process at the time of the annual meeting.

Paragraph 5 - All members and affiliates of the parties with labor agreements containing language stipulating those parties to the Standard Agreement and Joint Conference Board shall remain stipulated for the term of the current Standard Agreement. Any members or affiliates of the parties who negotiate language stipulating the parties to the Standard Agreement and/or the Joint Conference Board in their area labor agreement shall remain stipulated for the term of the current Standard Agreement. Any Association that incorporates Standard Agreement and/or Joint Conference Board stipulation language into their collective bargaining agreement will automatically have representation on the Joint Conference Board.

Paragraph 6 - Only those crafts with stipulation language in their area labor agreements will be allowed to bring jurisdictional dispute cases to the Joint Conference Board. Those crafts without stipulation language in their area labor agreements will be allowed to participate if a jurisdictional dispute case is brought against their craft and will have the right to appeal any decision, if such an appeal is available, as provided in Article VI of this Agreement.

Paragraph 7 - This agreement applies only to work performed within Cook County, Illinois.

Paragraph 8 - As herein before provided in Article VII, decisions or awards as to jurisdictional claims and decisions determining whether or not said decisions or awards have been violated rendered by the Joint Conference Board shall be final, binding and conclusive on all the parties hereto, on all of their members and affiliates, and on all employers subject only to the right of appeal herein provided for in Article VI.

Paragraph 9 - To further implement the decision of the Joint Conference Board, it is agreed that any party hereto, any of their members or affiliates, and any employer may at any time file a Verified Complaint in writing with the Joint Conference Board alleging a violation of a decision or award previously made. The Board shall thereupon set a hearing, to be held within three days of receipt of the Verified Complaint with respect to the alleged violation, and shall notify all interested parties of the time and place thereof. An Arbitrator selected pursuant to Article VII, Paragraph 9(c) shall conduct a hearing at the time and place specified in its notice. All parties shall be given an opportunity to testify and to present documentary evidence relating to the subject matter of the hearing within forty-eight (48) hours after the conclusion thereof, the Arbitrator shall render a written decision in the matter and shall state whether or not there has been a violation of its prior decision or award. Copies of the decision shall be served, by certified mail or by personal service, upon all parties hereto.

Paragraph 10 - Should the Arbitrator determine that there has been a violation of the Board's prior decision or award, the Arbitrator shall order immediate compliance by the offending party or parties. The Arbitrator may take one or more of the following courses of action in order to enforce compliance with the Board's decision:

- a) The Arbitrator may assess liquidated damages not to exceed \$5,000 for each violation by individual members of, or employees represented by the parties hereto, and may assess liquidated damages not to exceed \$10,000 for each violation by either party hereto, or any of its officers or representatives. If a fine is rendered by the Arbitrator, it should be commensurate with the seriousness of the violation having a relationship to lost hours for the Unions and lost efficiency for the employer. Each of the parties hereto hereby agrees for itself, and its members, to pay to the other party within thirty days any sum, or sums, so assessed because of violations of a decision or award by itself, its officers, or representatives, or its member or members. Should either party to this agreement, or any of its members fail to pay the amount so assessed within thirty days of its assessment, the party or member so failing to pay shall be deprived of all the benefits of this agreement until such time as the matter is adjusted to the satisfaction of the Arbitrator.

- b) It may order cessation of all work by the employers and the employees on the job or project involved.

Paragraph 11 - All Notices under this Agreement shall be in writing and sent by the Administrator of the Joint Conference Board via facsimile or email. For all notifications to affiliates of the Chicago & Cook County Building and Construction Trades Council, the Administrator may rely up the facsimile numbers, addresses and email addresses in the current directory of the Council. For notifications to all contractors and subcontractors, the Administrator may rely on corporate information on the Illinois Secretary of State website or other appropriate databases. Original Notices of all Joint Conference Board decisions will be sent to each of the parties involved via certified mail. The notice provisions shall not include Saturday, Sunday or legal holidays.

Paragraph 12 - The following days shall be recognized as legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Paragraph 13 - The Board shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Board determining non-compliance with a prior award or decision. The prevailing party in any enforcement proceeding shall be entitled to recover its costs and attorneys fees from the non-prevailing party. In the event the Board is made a party to, or is otherwise required to participate in any such enforcement proceeding for whatever reason, the non-prevailing party shall bear all costs, attorneys fees, and any other expenses incurred by the Board in those proceedings.

Paragraph 14 - In establishing the jurisdiction of the Joint Conference Board over all parties to the dispute, the primary responsibility for the judicial determination of the arbitrability of a dispute and the jurisdiction of the Joint Conference Board shall be borne by the party requesting the Board to hear the underlying jurisdictional dispute. If all of the parties to the dispute do not attend the arbitration hearing or otherwise agree in writing that the parties are stipulated to the Joint Conference Board and Standard Agreement, the affected party or parties may proceed at the Joint Conference Board even in the absence of one or more parties to the dispute. In such instances, the issue of jurisdiction is an additional item that must be determined in the first instance by the Arbitrator who shall set forth basis of his determination in his decision. The Joint Conference Board may participate in any proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Joint Conference Board. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Joint Conference Board shall bear all the costs, expenses and attorneys fees incurred by the Board in establishing its jurisdiction. The provision of Paragraph 13 regarding obtaining attorney fees shall apply.

Paragraph 15 - It is agreed by the parties hereto that this agreement shall remain in full force and effect until June 1, 2020 unless otherwise amended by agreement of parties.

IN WITNESS WHEREOF, the parties have caused this document to be executed at Chicago, Illinois this 28th day of May, 2015.

CONSTRUCTION EMPLOYERS'
ASSOCIATION

DocuSigned by:
Charles Usher, Sr.
AF477AAFA0084CD

BY Charles M. Usher

CHICAGO & COOK COUNTY
BUILDING & CONSTRUCTION
TRADES COUNCIL

DocuSigned by:
Tom Villanova
A3CD8D86A9D40E

BY Thomas Villanova

Contract No. _____

**CERTIFICATE OF COMPLIANCE
WITH MULTI-PROJECT LABOR AGREEMENT (MPLA)**

I/WE _____ hereby acknowledge that I/WE
(Name of company)

have read the Metropolitan Water Reclamation District of Greater Chicago's Multi-Project Labor Agreement. I/WE and all my/our subcontractors certify that we are in compliance with the Agreement in that I/WE and all my/our subcontractors have agreed to be bound by and operate under a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group").

State the name of the participating trade group(s) that your firm is currently signatory with in order to comply with the MPLA: (e.g.: Operating Engineers 150). _____

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary);

If your firm is not currently signatory with a participating union or labor organization, complete the following:

I intend to comply with the MPLA by:

Entering into a collective bargaining agreement with the following participating trade group(s): _____

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary);

Name of Company or Corporation

By: _____
Signature of Authorized Officer

Attest: _____
Secretary

Dated: _____

Revised April 2018

MPLA-CC-49

EXHIBIT 4

Affirmative Action Ordinance, Revised Appendix D

MULTI-PROJECT LABOR AGREEMENT (COOK COUNTY)

With

CERTIFICATE OF COMPLIANCE

CONTAINS:

- 1) MPLA – EFFECTIVE OCTOBER 6, 2017**
- 2) CERTIFICATE OF COMPLIANCE**

MPLA-CC-01

**GENERAL REQUIREMENTS UNDER THE
MULTI-PROJECT LABOR AGREEMENT**

The following is a brief summary of a Bidder's responsibilities under the MPLA. Please refer to the terms of the MPLA for a full and complete statement of its requirements.

Your firm is required to complete the Certificate of Compliance indicating that your firm intends to comply with the Multi-Project Labor Agreement. The Certificate of Compliance must be signed by an authorized Officer of the firm. This may be submitted with the bid or prior to award of contract. To be eligible for award, your firm must comply with the Multi-Project Labor Agreement and sign the certificate. Failure of the Bidder to comply with the MPLA will result in a rejection of the bid, and possible retention of the bid deposit. Compliance with the MPLA, is as follows:

If the Bidder or any other entity performing work under the contract is not already signatory to a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group") it must become a member.

Note: The MPLA is not applicable when the performance of work is outside Cook County, Illinois, or if repair and maintenance work on equipment is performed at a Bidder's facility.

Revised October 2017

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
MULTI-PROJECT LABOR AGREEMENT FOR COOK COUNTY

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRD" or "District"), a public body, as Owner, in its proper capacity, on behalf of itself and each of its contractors and subcontractors of whatever tier ("Contractors") and shall be applicable to Construction Work on Covered Projects, both defined herein, to be performed by the District's Contractors along with each of the undersigned labor organizations signatory to the Chicago and Cook County Building and Construction Trades Council and, as appropriate, the Teamsters Joint Council No. 25, or their affiliates who become signatory hereto (collectively "Union(s)").

This Agreement is entered into in accordance with all applicable local state and federal laws. The District recognizes the public interest in timely construction and labor stability.

WHEREAS, MWRD is responsible for the actual construction, demolition, rehabilitation, deconstruction, and/or renovation work ("Construction Work") of projects overseen by MWRD in the geographical boundaries of Cook County. All of the District's Construction Work within those boundaries ("Covered Projects") will be recognized as covered under the terms of this Agreement regardless of the source of the Funds for the Project. Due to the size, scope, cost, timing, and duration of the multitude of Covered Projects traditionally performed by MWRD, the Parties to this Agreement have determined that it is in their interests to have these Covered Projects completed in the most productive, economical, and orderly manner possible and without labor disruptions of any kind that might interfere with, or delay, any of said Covered Projects; and

WHEREAS, the Parties have determined that it is desirable to eliminate the potential for friction and disruption of these Covered Projects by using their best efforts to ensure that all Construction Work is performed by the Unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work regardless of the source of the Funds for the Project. Experience has proven the value of such cooperation and mutual undertakings; and

WHEREAS, the Parties acknowledge that the District is not to be considered an employer of any employee of any Contractor covered under this Agreement, and the District acknowledges that it has a serious and ongoing concern regarding labor relations associated with its Covered Projects, irrespective of the existence of a collective bargaining relationship with any of the signatory Unions.

NOW THEREFORE, in order to further these goals and objectives and to maintain a spirit of harmony, labor-management cooperation, and stability, the Parties agree as follows:

1. During the term of this Agreement, MWRD shall neither contract, nor permit any other person, firm, company, or entity to contract or subcontract for any Construction Work on any Covered Project under this Agreement, unless such work is performed by a person, firm, or company signatory, or willing to become signatory, to the current applicable area-wide collective bargaining agreement(s) with the appropriate trade/craft Union(s) affiliated with the Chicago & Cook County Building & Construction Trades Council or, as appropriate, the Teamsters' Joint Council No. 25. Copies of all applicable, current collective bargaining agreements constitute Appendix A of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement.

Said provisions of this Agreement shall be included in all advertised contracts, excluding non-Construction Work, and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all Contractors on Covered Projects.

- a. The Parties agree that the repair of heavy equipment, thermographic inspection, and landscaping shall be defined and/or designated as Construction Work on all Covered Projects.
- b. The Unions acknowledge that some preassembled or prefabricated equipment and material will be used on Covered Projects. To the extent consistent with existing collective bargaining agreements and applicable law, there will be no refusal by the Unions to handle, transport, install, or connect such equipment or materials. Further, equipment and material procured from sources outside of the geographic boundaries of Cook County may be delivered by independent cargo, haulers, rail, ship and/or truck drivers and such delivery will be made without any disruption as the District will request its Contractors to request Union-affiliate employees to make deliveries to the Covered Project sites.
- c. Notwithstanding anything to the contrary herein, the terms of this Agreement shall not apply to work performed at the Contractor's facility for repair and maintenance of equipment or where repair, maintenance, or inspection services are done by highly-skilled technicians trained in servicing equipment, unless otherwise provided by the relevant collective bargaining agreement.
- d. Nothing herein shall prohibit or otherwise affect the District's right to cancel or otherwise terminate a contract.
- e. A pre-construction meeting attended by representatives of the District, the Contractors, and Unions shall be scheduled for a date prior to commencement of a Covered Project. The nature of the project, the May 15, 2017 Covered Construction Work, the work assignments, and any other matters of mutual interest will be discussed. All parties participating in the pre-job conferences shall sign a pre-job-sign-in sheet. During the pre-job conference, or shortly thereafter, and before the commencement of the project, the contractor or subcontractor shall ensure that there has been submitted to the District a letter of good standing for the applicable trades explaining that the contractor or subcontractor is not delinquent with respect to any dues owed to the appropriate labor organization or with respect to any fringe contributions owed to the appropriate fringe benefit fund(s). If a union or fringe benefit fund does not produce a letter of good standing within seven (7) days after a request is made no such letter of good standing shall be required for that particular trade.
- f. The Unions agree to reasonably cooperate with the MWRD and Contractors in order to assist them in achieving the Worker Percentage Participation goals as defined in subsection (1) and (2) below. The Worker Percentage Participation goals are governed by federal requirements regarding federal construction contracts. To the extent these federal worker percentage participation goals are modified in the future, such modifications will automatically apply:

- (1) 19.6% of the total aggregate of construction hours worked by employees of contractors and their subcontractors will be performed by African-American, Hispanic, Native American, Asian-Pacific, and Subcontinent Asian American workers.
- (2) 6.9% of the total aggregate of construction hours worked by employees of the contractors and their subcontractors will be performed by female workers.

2. A contractor or subcontractor which is a successful bidder with respect to Covered Projects, but which is not signatory to the applicable area-wide collective bargaining agreements incorporated herein, shall be required to execute such applicable area-wide collective bargaining agreements within seven (7) days of being designated a successful bidder. If such an agreement is not executed within that time period, said contractor or subcontractor will be disqualified. In no event shall a contractor or subcontractor be required to sign any of the applicable agreements constituting Appendix A if the contractor or subcontractor does not employ the trade covered by the applicable Appendix A contract.

3. During the term of this Agreement, no Union signatory hereto nor any of its members, officers, stewards, agents, representatives, nor any employee, shall instigate, authorize, support, sanction, maintain, or participate in any strike walkout, work stoppage, work slowdown, work curtailment, cessation, or interruption of production, or in any picketing of any Covered Project site covered by this Agreement for any reason whatsoever, including, but not limited to, the expiration of any collective bargaining agreement referred to in Appendix A, a dispute between the Parties and any Union or employee, or as a show of support or sympathy for any other Union employee or any other group. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, no adverse job action shall be directed against any Covered Project sites. All provisions of any subsequently negotiated collective bargaining agreement shall be retroactive for all employees working on the Covered Project.

4. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof. Each union also agrees that if any union, individual or group of employees on covered projects engages in any handbilling, picketing, strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption, the other unions will consider such picketing or other work action as unauthorized and will refuse to honor any picket line established and the unions further agree to instruct their members to cross such unauthorized lines. Failure of any union or groups of employees to cross such unauthorized picket lines on any covered project shall be a violation of this agreement.

5. Any Contractor signatory or otherwise bound, stipulated to, or required to abide by any provisions of this Agreement may implement reasonable project rules and regulations, and these rules and regulations shall be distributed to all employees on the Covered Project. Provided, however, that such rules and regulations shall not be inconsistent with the terms of this Agreement or any applicable area-wide collective bargaining agreement. Any Contractor shall have the right to discharge or discipline its Union employees who violate the provisions of this Agreement or any Covered Project's rules and regulations. Such discharge or discipline by a Contractor shall be subject to the Grievance/ Arbitration procedure of the applicable area-wide collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review or disturbed. Construction Work at any Covered Project site under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/Arbitration procedure.

6. The Unions understand and acknowledge that the District's Contractors are responsible to perform Construction Work as required by the District. The Contractors have complete authority to do the following, subject to District approval, if required, and if consistent with the terms of the collective bargaining agreements attached hereto:

- a. Plan, direct, and control the operations of all work;
- b. Hire and lay off employees as the Contractor deems appropriate to meet work requirements;
- c. Determine work methods and procedures;
- d. Determine the need and number of foremen;
- e. Require all employees to observe Contractor and/or District rules and regulations;
- f. Require all employees to work safely and observe all safety regulations prescribed by the Contractor and/or the District; and
- g. Discharge, suspend, or discipline employees for proper cause.
- h. Abide by the rules set forth in each respective Trade Unions' Collectively Bargained Agreement pertaining to apprentice to journeymen ratios.

7. Nothing in the foregoing shall prohibit or restrict any Party from otherwise judicially enforcing any provision of its collective bargaining agreement between any Union and a Contractor with whom it has a collective bargaining relationship.

8. This Agreement shall be incorporated into all advertised contract documents after the Board of Commissioners adopts and ratifies this Agreement.

9. The term of this Agreement shall be five (5) years and shall be automatically extended from year to year unless the District or the Council Issues a written notice to terminate prior to ninety (90) days in advance of any expiration. Any Covered Project commenced during and/or covered by the terms of this Agreement shall continue to be covered by its terms until the final completion and acceptance of the Covered Project by the District.

10. In the event a dispute shall arise between a contractor or subcontractor any signatory union and/or fringe benefit fund as to the obligation and/or payment of fringe benefits provided for under the appropriate Collective Bargaining Agreement, upon notice to the District by the appropriate union signatory hereto of a claim for such benefits, the District shall forward such notification to the surety upon the contract, and to the general contractor.

11. In the event of a jurisdictional dispute by and between any Unions, such Unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, Parties, including Contractors, consent to and agree that a final and binding resolution of the dispute shall be achieved in accordance with the terms of paragraph nine of the Joint Conference Board Standard Agreement between the Chicago & Cook County Building Trades Council and the Construction Employers' Association, attached hereto as Appendix B, and as may be modified from time to time during the term of this Agreement.

12. This Agreement shall be incorporated into and become a part of the collective bargaining agreements between the Unions signatory hereto and Contractors and their subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTP Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruction calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control systems Technicians, and the National Agreement of the International Union of Elevator Contractors with the exception of the content and subject matter of Article V, VI, and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The Parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each Party hereto agrees to designate, in writing, a representative to whom problems which arise during the term of this Agreement may be directed. Within forty-eight (48) hours after notice of the existence of any problem, a representative of each Party shall meet to discuss and, where possible, resolve such problems. The representative of the Unions shall be President of the Chicago & Cook County Building & Construction Trades Council or his/her designee. The representative of MWRD shall be the District's Assistant Director of Engineering, Construction Division or his/her designee.

14. The District and the Contractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) on any Covered Project shall be that as contained or otherwise provided for in the relevant area-wide collective bargaining agreements attached as Appendix A to this Agreement. Nothing in the foregoing shall limit the District and/or Contractors from initiating their own substance abuse policy governing other employees performing work on a project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreements, the policy adopted by the District and/or Contractor may apply. The District is not responsible for administering any substance abuse policy for non-District employees.

15. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), the Center's Helmets to Hardhats program, and the Veteran's In Piping (V.I.P) program (this only pertains to the United Association Pipefitter's Local 597, Plumbers Local 130, and Sprinkler Fitter's Local 281), to serve as a resource for preliminary orientation, assessment of construction aptitude, and referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties. The Contractors and Unions also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on Covered Projects, including apprenticeship and employment opportunities on such projects. To the extent permitted by law, the Parties will give

appropriate credit to such veterans for bona fide, provable past experience in the building and construction industry.

16. The Parties agree that Contractors working under the terms of this Agreement shall be required to utilize the maximum number of apprentices on Covered Projects as permitted under the applicable area-wide collective bargaining agreements contained in Appendix A, where feasible and practical.

17. Neither the District, the Contractors, nor the Unions shall discriminate against any employees of a protected class, including but not limited to on the basis of race, creed, color, national origin, age, or sex, in accordance with all applicable state and federal laws and regulations.

18. If any provision or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, it shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as amended, shall be enforced so as to give effect to the intention of the Parties insofar as possible.

19. Under this Agreement, any liability of the Parties shall be several and not joint. The District shall not be liable for any violations of this Agreement by any Contractor or Union, and any Contractor or Union shall not be liable for any violations of this Agreement by the District, any other Contractor, or any other Union. In the event any provision of this Agreement is determined to be invalid, illegal, or unenforceable as specified in Paragraph 18, neither the District, nor any Contractor or Union, shall be liable for any action taken or not taken to comply with any court order.

20. The Parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this Agreement applies to provide a work environment free of illegal drugs and any concealed weapons, to maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.

21. The use or furnishing of alcohol, weapons, or illegal drugs and the conduct of any other illegal activities at the job site is strictly prohibited. The Parties shall take every practical measure consistent with the terms of the applicable area-wide collective bargaining agreement to ensure that the job site is free of weapons, alcohol, and illegal drugs.

22. Each Union representing workers engaged in Construction Work on a Covered Project is bound to this Agreement with full authority to negotiate and sign this Agreement with the District.

23. All Parties represent that they have the full legal authority to enter into this Agreement.

24. This document, with the attached Appendices, constitutes the entire Agreement of the Parties and may not be modified or changed except by subsequent written agreement of the Parties.

September 6, 2017

25. Having been adopted by the Board of Commissioners on August 3, 2017, and ratified and effective as of the last date on the signature page, this agreement supersedes any other Multi-Project Labor Agreement previously entered into by the parties as of the date of ratification.

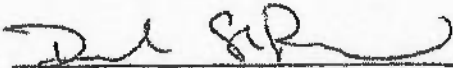
[Remainder of page intentionally left blank. Signature page follows.]

September 6, 2017

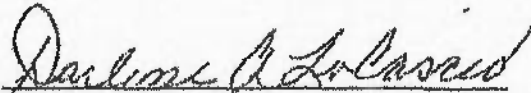
The undersigned, as a Party hereto, hereby agrees to all the terms and conditions of this Agreement.

Dated this 16TH day of OCTOBER, 2017 in Chicago, Cook County, Illinois.

On behalf of the Metropolitan Water Reclamation District of Greater Chicago

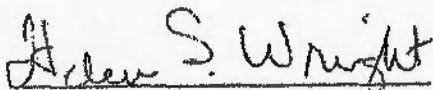


David St. Pierre
Executive Director
Management



Darlene A. LoCascio
Director of Procurement and Materials

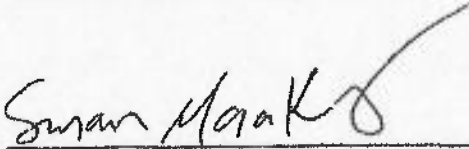
Approved as to Form and Legality



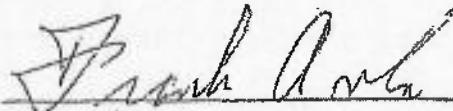
Helen Shields-Wright
Head Assistant Attorney



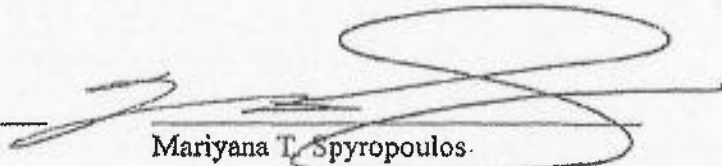
Jacqueline Torres
Director of finance/Clerk



Susan T. Morakalis
Acting General Counsel



Frank Avila
Chairman of Finance



Mariyana T. Spyropoulos
Chairman, Committee on Labor and
Industrial Relations

Approved



Mariyana T. Spyropoulos, President

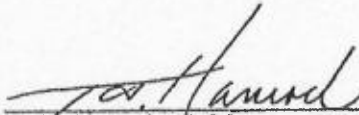
MWRD RA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 15th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Teamsters Local Union No. 731
Labor Organization

APPROVED:


Its Duly Authorized Officer Terrence J. Hancock, President

MWRD PA


September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 13th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Sprinkler Fitters Union Local 281, U.A.
Labor Organization

APPROVED:


His Duly Authorized Officer

Dennis J. Fleming, Business Manager

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: SMART Local #23
Labor Organization

APPROVED:

Ross Lewis
Its Duly Authorized Officer

MWRD RA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Roufers + Water Proofer's #11
Labor Organization

APPROVED:

Darryl W. Wynn
Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept., 2017 in Chicago, Cook County, Illinois.

On behalf of: Plumbers Local 130UA
Labor Organization

APPROVED:

James F. Coyne
Its Duty Authorized Officer

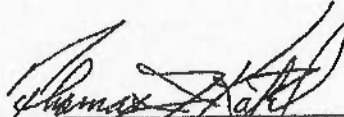
MWRD P.C.A.
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: PIPEFITTERS LOCAL 597
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Painters / Glaziers
Labor Organization

APPROVED:


Its Duly Authorized Officer

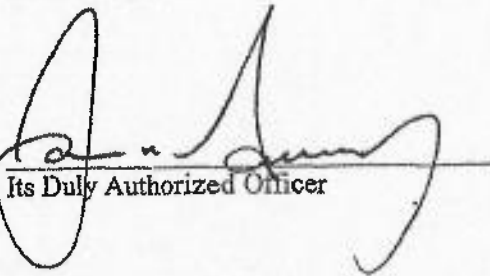
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT, 2017 in Chicago, Cook County, Illinois.

On behalf of: OPERATING ENGINEER ISO
Labor Organization

APPROVED:


Its Duly Authorized Officer

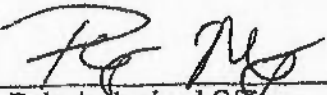
MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: Machinists Local 126
Labor Organization

APPROVED:



Its Duly Authorized Officer

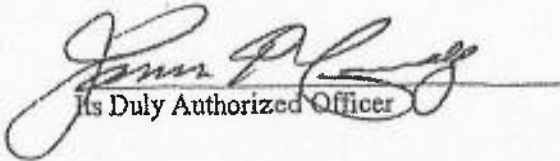
MARD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: LABORERS' DISTRICT COUNCIL
Labor Organization

APPROVED:


Its Duly Authorized Officer

MURD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 20th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: RIGER LOCAL #136
Labor Organization

APPROVED:


Its Duly Authorized Officer

MURA PLA

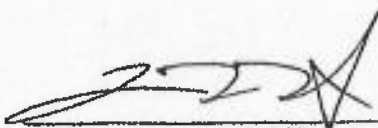
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPT. 2017 in Chicago, Cook County, Illinois.

On behalf of: Team Workers #63
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

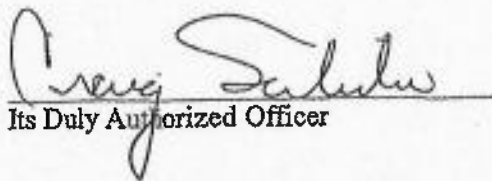
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 25th day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: IFROW WORKERS #1
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12th day of September 2017 in Chicago, Cook County, Illinois.

On behalf of: Heat & Frost Insulators Local #17
Labor Organization

APPROVED:

Wm. J. McGin
Its Duly Authorized Officer

MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: IUEL Local 2
Labor Organization

APPROVED:


Its Duly Authorized Officer


MWRD PLA
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept, 2017 in Chicago, Cook County, Illinois.

On behalf of: Local 134 IBCU
Labor Organization

APPROVED:


Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of Sept, 2017 in Chicago, Cook County, Illinois.

On behalf of: CHRYST MASON & PLASTRA'S
Labor Organization

APPROVED:



Its Duly Authorized Officer

MNRD P&A

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER 2017 in Chicago, Cook County, Illinois.

On behalf of: CARPENTERS
Labor Organization

APPROVED:

Frank J. Kelly
Its Duly Authorized Officer

MWRD PLA

September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of SEPTEMBER, 2017 in Chicago, Cook County, Illinois.

On behalf of: BRICKLAYERS AND ALLIED CRAFTS
Labor Organization

APPROVED:



Its Duly Authorized Officer

MWRD PLA

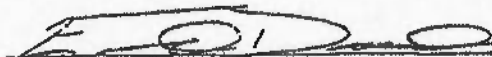
September 6, 2017

The undersigned, as a Party hereto, agrees to all the terms and conditions of this Agreement.

Dated this the 12 day of September, 2017 in Chicago, Cook County, Illinois.

On behalf of: International Brotherhood of Boilermakers Local 007C
Labor Organization

APPROVED:



Its Duly Authorized Officer

APPENDIX A

For copies of Collective Bargaining Agreements, please go to the MWRD Website and click on:

Freedom of Information Act (FOIA)/Category of Records

September 6, 2017

APPENDIX B

**JOINT CONFERENCE BOARD
STANDARD AGREEMENT
6/1/15 – 5/31/20**

**Construction Employers' Association
And
Chicago & Cook County Building &
Construction Trades Council**

**The Standard Agreement
between
The Construction Employers' Association
and
The Chicago & Cook County
Building & Construction Trades Council
Establishing
The Joint Conference Board**

CHRONOLOGY

ADOPTED NOVEMBER 18, 1926
AMENDED AND READOPTED JANUARY 11, 1929
AMENDED AND READOPTED JUNE 24, 1942
READOPTED APRIL 28, 1947
AMENDED AND READOPTED MARCH 19, 1952
READOPTED FEBRUARY 12, 1957
AMENDED AND READOPTED MAY 13, 1958
AMENDED AND READOPTED FEBRUARY 11, 1960
AMENDED AND READOPTED MAY 21, 1963
AMENDED NOVEMBER 16, 1965
AMENDED MARCH 14, 1967
AMENDED AND READOPTED MARCH 4, 1968
AMENDED AND READOPTED NOVEMBER 11, 1971
READOPTED NOVEMBER 20, 1973
READOPTED DECEMBER 12, 1978
READOPTED APRIL 12, 1983
READOPTED MARCH 31, 1988
AMENDED AND READOPTED APRIL 25, 1989
REFORMATTED, AMENDED AND READOPTED JUNE 1, 1994
AMENDED AND READOPTED JUNE 1, 1999
AMENDED APRIL 1, 2003
AMENDED AND READOPTED JUNE 1, 2004
AMENDED AND READOPTED JUNE 1, 2005
AMENDED AND READOPTED JUNE 25, 2008
AMENDED AND READOPTED FEBRUARY 15, 2010
AMENDED AND READOPTED MAY 28, 2015

Expiration Date: MAY 31, 2020

TABLE OF CONTENTS

Article	Page
Preamble	1
Declaration of Principles.....	2
Articles of Agreement.....	3
I. No Work Stoppage.....	3
II. Stipulation.....	3
III. Rights	3
Paragraph 1 Abandonment of Work	3
Paragraph 2 Collection of Wages.....	3
Paragraph 3 Contracting.....	3
IV. Apprenticeship	4
V. Joint Conference Board	4
VI. Arbitrator's Criteria	4
VII. Arbitration.....	6
Paragraph 1 Annual Meeting	6
Paragraph 2 Make Up of JCB	6
Paragraph 3 Selection of Arbitrators.....	6
Paragraph 4 Unfilled Terms	6
Paragraph 5 Substitutes at Meetings	6
Paragraph 6 Notice of Meetings.....	7
Paragraph 7 Quorum	7
Paragraph 8 Impartiality.....	7
Paragraph 9 Initiation of a Hearing	7
Paragraph 10 Presentations	8
Paragraph 11 Other Attendees	8
Paragraph 12 Contacting the Arbitrator	8
Paragraph 13 Board of Arbitration.....	8
VIII.	
Paragraph 1 Visiting Jobs	8
Paragraph 2 Tools	9
Paragraph 3 Small Tasks	9
Paragraph 4 Compliance of Agreements.....	9
Paragraph 5 Stipulation.....	9
Paragraph 6 Labor Agreement Stipulation.....	9
Paragraph 7 Area of Jurisdiction.....	10
Paragraph 8 Decisions Final.....	10
Paragraph 9 Complaints	10
Paragraph 10 Violations.....	10
Paragraph 11 Notices	11
Paragraph 12 Holidays	11
Paragraph 13 Enforcement.....	11
Paragraph 14 Question of Jurisdiction	11
Paragraph 15 Terms of Agreement	12

PREAMBLE

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of jurisdictional disputes in the building and construction industry and to prevent waste and unnecessary avoidable delays and expense, and for the further purpose of at all times securing for the employer sufficient skilled workers and so far as possible to provide for labor continuous employment, such employment to be in accordance with the conditions and at the wages agreed upon, in the particular trade or craft, that stable conditions may prevail in the construction industry, that costs may be as low as possible consistent with fair wages and conditions and further to establish the necessary procedure by which these ends may be accomplished.

This Standard Agreement shall be considered and shall constitute a part of all agreements between Employers and Labor Unions, members of the Construction Employers' Association, herein call the Association, and the Chicago & Cook County Building & Construction Trades Council, herein called the Council, as containing within its terms the necessary protection of and assuring undisturbed conditions in the industry. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

DECLARATION OF PRINCIPLES

The Principles contained herein are fundamental, and no articles or section in this Agreement or in the collective bargaining agreement pertaining to a specific trade or craft shall be construed as being in conflict with these principles. In the event any conflict exists between this Agreement and any collective bargaining agreement subject to the Provisions of this Agreement and the dispute resolution provisions contained hereunder, and pertaining to a specific trade or craft concerning the resolution of jurisdictional disputes, the parties specifically agree that the terms of this Agreement are exclusive and supersede any other provisions or procedures relating to the settlement of jurisdictional disputes contained in such collective bargaining agreement.

- I. There shall be no limitation as to the amount of work a worker shall perform during the work day.
- II. There shall be no restriction on the use of machinery, tools or appliances.
- III. There shall be no restriction on the use of any raw or manufactured material, except prison made.
- IV. No person shall have the right to interfere with workers during working hours.
- V. The use of apprentices shall not be prohibited.
- VI. The foreman shall be the agent of the employer.
- VII. The worker is at liberty to work for whomever he or she sees fit but such worker shall demand and receive the wages agreed upon in the collective bargaining agreement covering the particular trade or craft under any circumstances.
- VIII. The employer is at liberty to employ and discharge for just cause whomsoever the employer sees fit.

ARTICLES OF AGREEMENT

ARTICLE I

Therefore, with the Preamble and Declaration of Principles as part of and fundamental to this Agreement, the parties hereto hereby agree that there shall be no lockout by any employer, or strikes, stoppage, or the abandonment of work either individually or collectively, by concerted or separate action by any union without arbitration of any jurisdictional dispute as hereinafter provided.

ARTICLE II

The parties hereto hereby agree that in the manner herein set forth, they and the parties whom they represent will submit to arbitration all jurisdictional disputes that may arise between them and any misunderstanding as to the meaning or intent of all, or any part, of this Agreement, and they further agree that work will go on undisturbed during such arbitration, and that the decision of the arbitrator shall be final and binding on the parties hereto as provided in Article VI.

ARTICLE III

Paragraph 1. Should a Union affiliated with the Council abandon its work without first submitting any jurisdictional dispute to arbitration as provided herein, or should any employees whom it represents individually or collectively, or by separate or concerted action, leave the work, the employer shall have the right to fill the places of such workers with workers who will agree to work for the employer, and the Union shall not have the right to strike, or abandon the work, because of the employment of such workers.

Paragraph 2. The Union shall have the right to take the employees whom it represents from the work for the purpose of collecting wages and fringe benefits due, but such matter shall immediately be referred to arbitration. Should there be a dispute as to the amount due, the matter shall be first referred to arbitration as herein set forth.

Paragraph 3. The parties recognize the importance of having all work performed in a satisfactory manner by competent craftsmen. Because the unions affiliated with the Council have through apprenticeship and other training programs consistently striven to create an adequate supply of such skilled workers, and because it is desirable that the unions continue to do so, the Association, for itself and for each employer whom it represents agrees, to the extent permitted by law, that it will contract or subcontract any work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work, only with or to a contractor who is a party to a collective bargaining agreement with a union affiliated with the Council and, accordingly, is bound by all the terms and provisions of this Standard Agreement.

ARTICLE IV

The parties recognize the importance of having available and furnishing at all times during the life of this Agreement sufficient skilled workers, capable of performing the work of their trade, and to constantly endeavor to improve the ability of such workers and further to have in the making, through apprenticeship training, workers who can enter the trade properly equipped to perform the work, and to the extent possible, the parties agree to do everything within their power to cooperate in carrying out these purposes. Joint apprenticeship committees shall have the right to maintain schools for the training of apprentices registered under the terms of the particular collective bargaining agreement involved and such apprentices shall be considered skilled and qualified journeymen when adjudged competent by a committee composed of the members of the parties to the particular collective bargaining agreement involved. However, this article shall not be construed to disturb present systems wherein the labor organization which is a party to the particular collective bargaining agreement involved compels apprentices to attend trade school.

ARTICLE V

A Joint Conference Board is hereby created by agreement between the Association and the Council, which shall be binding upon the members and affiliates of each, and it is hereby agreed by the parties hereto, together with their members and affiliates, that they will recognize the authority of said Joint Conference Board and that its decisions shall be final and binding upon them as provided in Article VI. The administration of the Joint Conference Board shall be executed by the Secretary of the Board. All normal operating and all extraordinary expenses shall be borne equally.

ARTICLE VI

The Joint Conference Board shall be responsible for the administration of this Agreement. The primary concern of the Joint Conference Board shall be the adjustment of jurisdictional disputes by arbitrators selected by the Board. Decisions rendered by any arbitrator under this Agreement appointed by the Joint Conference Board relating to jurisdictional disputes shall be only for the specific job under consideration and shall become effective immediately and complied with by all parties. In rendering a decision, the Arbitrator shall determine:

- a) First whether a previous Agreement of Record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs.
- b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable Agreement of Record or agreement between the National or International Unions to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a

previous Decision of Record governing the case, the Arbitrator shall give equal weight to such Decision of Record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the Decision of Record and established trade practice in the industry rather than the prevailing practice in the locality.

- c) In order to determine the established trade practice in the industry and prevailing practice in the locality, the Arbitrator may rely on applicable agreements between the Local Unions involved in the dispute, prior decisions of the Joint Conference Board for specific jobs, decisions of the National Plan and the National Labor Relations Board or other jurisdictional dispute decisions, along with any other relevant evidence or testimony presented by those participating in the hearing.
- d) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

Agreements of Record are those agreements between National and International Unions that have been "attested" by the predecessor of the National Plan and approved by the AFL-CIO Building and Construction Trades Department and are contained in the Green Book. Such Agreements of Record are binding on employers stipulated to the Plan for the Settlement or Jurisdictional Disputes in the Construction Industry (the "National Plan"), the National Plan's predecessor joint boards or stipulated to the Joint Conference Board. Agreements of Record are applicable only to the crafts signatory to such agreements. Decisions of Record are decisions by the National Arbitration Panel or its predecessors and recognized under the provisions of the Constitution of the AFL-CIO Building and Construction Trades Department and the National Plan. Decisions of Record are applicable to all crafts.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute. Such decisions of the Arbitrator shall be final and binding subject only to an appeal, if such an appeal is available under conditions determined by the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations under the National Plan or any successor plan for the settlement of jurisdictional disputes.

ARTICLE VII

This is an arbitration agreement and the intent of this agreement is that all unresolved jurisdictional disputes must be arbitrated under the authority of the Joint Conference Board and that the decisions, subject to the right of appeal provided in Article VI, shall be final and binding upon the parties hereto and upon their affiliates and the members of such affiliates, and that there shall be no abandonment of the work during such arbitration or in violation of the arbitration decision. The Joint Conference Board shall administer the neutral arbitration system of this agreement. Any party bound to this Agreement through a collective bargaining agreement with any Local Union affiliated with the Council shall be bound to this Agreement for all jurisdictional disputes that may arise between any Local Unions affiliated with the Council. Employers bound to this Agreement shall require that this Agreement be a part of all agreements with contractors or subcontractors covering work performed by any trade or craft affiliated with the Council. All parties to this Agreement release the Board from any liability arising from its action or inaction and covenant not to sue the Board. Any damages incurred by the Board for any breach of this covenant shall include, but are not limited to, the Board's costs, expenses and attorneys fees incurred as a result of said legal proceedings.

Paragraph 1 - The annual meeting of the Joint Conference Board shall be held in June, unless another date is agreed upon by the parties.

Paragraph 2 - The parties hereto shall designate an equal number of members who shall serve upon the Joint Conference Board. The members of the Board shall annually be certified by the Association and the Council in written communications addressed to the Board by the President and Secretary of the respective organizations. Each year the Joint Conference Board shall select a Chairman from among its members. The Joint Conference Board shall also select from among its members a Vice Chairman. The Board shall also select a Secretary. All members shall serve for one year or until their successors have been selected.

Paragraph 3 - At the annual meeting, the Association and Council shall each name at least five and up to ten impartial arbitrators.

Paragraph 4 - In the event the Chairman or Vice-Chairman is unable to serve by reason of resignation, death or otherwise, a successor may be selected for the remainder of the term by the party which made the original selection. Should a member of the Joint Conference Board be unable to serve, because of resignation, death or any other reason, the successor shall be selected by the Association or Council respectively in which such member holds membership.

Paragraph 5 - Should any member of the Board for any reason be unable to attend any meeting of the Board, the President of his respective organization shall be empowered to name a substitute for each absentee for that meeting.

Paragraph 6 - Meetings of the Board may be called at any time by the Chairman, Secretary or three members of the Board. Seventy-two hours written notice of such meeting must be given to each member of the Board.

Paragraph 7 - Twelve members of the Board, six from each of the parties, present at the executive session, shall be a quorum for the transaction of business. The Chairman, or Vice-Chairman, when presiding, shall not be counted for the purpose of determining a quorum. Whenever the number of members present from each party at the executive session are unequal, the party with the fewer members present shall be entitled to cast a total number of votes equal to the number of the present members of the other party with the additional votes of said party being cast in accordance with the vote of the majority of its members who are present.

Paragraph 8 - If it is brought to the attention of the Chairman that any member (other than the Chairman) is not impartial with respect to a particular matter before the Board, the Chairman may excuse such member from the executive session if the Chairman concludes that such member has a conflict of interest with respect to such matter.

Paragraph 9 - Should a jurisdictional dispute arise between the parties hereto, among or between any members or affiliates of the parties hereto, or among or between any members or affiliates of the parties hereto and some other body of employers or employees, the disposition of such dispute shall be as follows:

- a) The crafts involved shall meet on the jobsite or a mutually agreed location to resolve the jurisdictional dispute.
- b) If the said dispute is not settled it shall be submitted immediately in writing to the Secretary of the Joint Conference Board. Unless agreed to in writing (correspondence, email, etc.) by the trades involved in the dispute, the trades and contractors shall make themselves available to meet within 72 hours at a neutral site with representatives of the Chicago & Cook County Building & Construction Trades Council and the Construction Employers' Association to resolve this jurisdictional issue.
- c) Failure to meet within seventy-two (72) hours of receiving written notice or e-mail to the meetings contemplated in "a" or "b" above will automatically advance the case to the next level of adjudication.
- d) Should this jurisdictional issue be unresolved, the matter shall, within 72 hours not counting Saturday, Sunday and Holidays, hereafter, be referred to an Arbitrator for adjudication if requested in writing by any party. The Arbitrator shall hear the evidence and render a prompt decision within forty-eight (48 hours) of the conclusion of the hearing based on the criteria in Article VI. The arbitrator chosen shall be randomly selected based on availability from the list

submitted in Article VII Paragraph 3. The decision of the Arbitrator shall be subject to appeal only under the terms of Article VI. The written decision shall be final and binding upon all parties to the dispute and may be a short form decision. The fees and costs of the arbitrator shall be divided evenly between the contesting parties except that any party wishing a full opinion and decision beyond the short form decision shall bear the reasonable fees and costs of such full opinion.

- e) Should said dispute not be so referred by either or both of the parties, the Joint Conference Board may, upon its own initiative, or at the request of others interested, take up and decide such dispute, and its decision shall be final and binding upon the parties hereto and upon their members and affiliates as provided for in Article VI.

In either circumstance all of the parties are committed to a case until it is finalized, even if there is an appeal. However, in cases of jurisdictional or other disputes between a union and another union, which is a member of the same International Union, the matter in dispute shall be settled in the manner set forth by their International Constitution, but there shall be no abandonment of the work pending such settlement.

Paragraph 10 - All interested parties shall be entitled to make presentations to the Arbitrator. Any interested party present at the hearing, whether making a presentation or not, by such presence shall be deemed to accept the jurisdiction of the arbitrator and to agree to be bound by its decision and further agrees to be bound by the Standard Agreement, for that case only if not otherwise so bound.

Paragraph 11 - Upon approval of the Arbitrator other parties not directly involved in the dispute may be invited to be present during the presentation and discussion portions of an arbitration hearing. Attorneys shall not be permitted to attend or participate in any portion of a hearing.

Paragraph 12 -- At no time shall any party to a pending dispute unilaterally or independently contact the Arbitrator assigned to hear the case. All inquiries must be submitted to the Secretary of the Joint Conference Board.

Paragraph 13 - The Joint Conference Board may also serve as a board of arbitration in other disputes, including wages, but only when requested to do so by all parties involved in the particular dispute or controversy. It is not the intention of this Agreement that the Joint Conference Board shall take part in such disputes except by mutual consent of all parties involved.

ARTICLE VIII

Paragraph 1 - The duly authorized representatives of members of affiliates of either party hereto, if having in their possession proper credentials, shall be permitted to visit jobs

during working hours, to interview the contractor or the workers, but they shall in no way interfere with the progress of the work.

Paragraph 2 - The handling of tools, machinery and appliances necessary in the performance of the work covered by a particular collective bargaining agreement, shall be done by journeymen covered by such agreement and by helpers and apprentices in that trade, but similar tools, machinery and appliances used by other trades in the performance of their work shall be handled in accordance with the particular collective bargaining agreement of that trade.

Paragraph 3 - In the interest of the public economy and at the discretion of the employer or foreman, all small tasks covered by a particular collective bargaining agreement may be done by workers or laborers of other trades, if mechanics or laborers of this trade are not on the building or job, but same are not to be of longer duration than one-half hour in any one day. The Joint Conference Board may render a decision involving a composite crew.

Paragraph 4 - It is fundamental to the Standard Agreement that all members and affiliates of the parties to this Agreement be stipulated to the Standard Agreement and the Joint Conference Board. All current members of the Chicago and Cook County Building and Construction Trades Council, and their affiliates, by this Agreement are stipulated to the Standard Agreement and Joint Conference Board for the term of the current Standard Agreement. The area labor agreements of the members and affiliates of the parties setting forth language stipulating those parties to the Standard Agreement and Joint Conference Board shall be filed with the Secretary of the Joint Conference Board annually, at the time of the Joint Conference Board appointments. Current trade or craft agreements will prevail as interim agreements in the event labor negotiations are incomplete or in process at the time of the annual meeting.

Paragraph 5 - All members and affiliates of the parties with labor agreements containing language stipulating those parties to the Standard Agreement and Joint Conference Board shall remain stipulated for the term of the current Standard Agreement. Any members or affiliates of the parties who negotiate language stipulating the parties to the Standard Agreement and/or the Joint Conference Board in their area labor agreement shall remain stipulated for the term of the current Standard Agreement. Any Association that incorporates Standard Agreement and/or Joint Conference Board stipulation language into their collective bargaining agreement will automatically have representation on the Joint Conference Board.

Paragraph 6 - Only those crafts with stipulation language in their area labor agreements will be allowed to bring jurisdictional dispute cases to the Joint Conference Board. Those crafts without stipulation language in their area labor agreements will be allowed to participate if a jurisdictional dispute case is brought against their craft and will have the right to appeal any decision, if such an appeal is available, as provided in Article VI of this Agreement.

Paragraph 7 - This agreement applies only to work performed within Cook County, Illinois.

Paragraph 8 - As herein before provided in Article VII, decisions or awards as to jurisdictional claims and decisions determining whether or not said decisions or awards have been violated rendered by the Joint Conference Board shall be final, binding and conclusive on all the parties hereto, on all of their members and affiliates, and on all employers subject only to the right of appeal herein provided for in Article VI.

Paragraph 9 - To further implement the decision of the Joint Conference Board, it is agreed that any party hereto, any of their members or affiliates, and any employer may at any time file a Verified Complaint in writing with the Joint Conference Board alleging a violation of a decision or award previously made. The Board shall thereupon set a hearing, to be held within three days of receipt of the Verified Complaint with respect to the alleged violation, and shall notify all interested parties of the time and place thereof. An Arbitrator selected pursuant to Article VII, Paragraph 9(c) shall conduct a hearing at the time and place specified in its notice. All parties shall be given an opportunity to testify and to present documentary evidence relating to the subject matter of the hearing within forty-eight (48) hours after the conclusion thereof, the Arbitrator shall render a written decision in the matter and shall state whether or not there has been a violation of its prior decision or award. Copies of the decision shall be served, by certified mail or by personal service, upon all parties hereto.

Paragraph 10 - Should the Arbitrator determine that there has been a violation of the Board's prior decision or award, the Arbitrator shall order immediate compliance by the offending party or parties. The Arbitrator may take one or more of the following courses of action in order to enforce compliance with the Board's decision:

- a) The Arbitrator may assess liquidated damages not to exceed \$5,000 for each violation by individual members of, or employees represented by the parties hereto, and may assess liquidated damages not to exceed \$10,000 for each violation by either party hereto, or any of its officers or representatives. If a fine is rendered by the Arbitrator, it should be commensurate with the seriousness of the violation having a relationship to lost hours for the Unions and lost efficiency for the employer. Each of the parties hereto hereby agrees for itself, and its members, to pay to the other party within thirty days any sum, or sums, so assessed because of violations of a decision or award by itself, its officers, or representatives, or its member or members. Should either party to this agreement, or any of its members fail to pay the amount so assessed within thirty days of its assessment, the party or member so failing to pay shall be deprived of all the benefits of this agreement until such time as the matter is adjusted to the satisfaction of the Arbitrator.

- b) It may order cessation of all work by the employers and the employees on the job or project involved.

Paragraph 11 - All Notices under this Agreement shall be in writing and sent by the Administrator of the Joint Conference Board via facsimile or email. For all notifications to affiliates of the Chicago & Cook County Building and Construction Trades Council, the Administrator may rely up the facsimile numbers, addresses and email addresses in the current directory of the Council. For notifications to all contractors and subcontractors, the Administrator may rely on corporate information on the Illinois Secretary of State website or other appropriate databases. Original Notices of all Joint Conference Board decisions will be sent to each of the parties involved via certified mail. The notice provisions shall not include Saturday, Sunday or legal holidays.

Paragraph 12 - The following days shall be recognized as legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Paragraph 13 - The Board shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision, including findings, orders or awards of the Board determining non-compliance with a prior award or decision. The prevailing party in any enforcement proceeding shall be entitled to recover its costs and attorneys fees from the non-prevailing party. In the event the Board is made a party to, or is otherwise required to participate in any such enforcement proceeding for whatever reason, the non-prevailing party shall bear all costs, attorneys fees, and any other expenses incurred by the Board in those proceedings.

Paragraph 14 - In establishing the jurisdiction of the Joint Conference Board over all parties to the dispute, the primary responsibility for the judicial determination of the arbitrability of a dispute and the jurisdiction of the Joint Conference Board shall be borne by the party requesting the Board to hear the underlying jurisdictional dispute. If all of the parties to the dispute do not attend the arbitration hearing or otherwise agree in writing that the parties are stipulated to the Joint Conference Board and Standard Agreement, the affected party or parties may proceed at the Joint Conference Board even in the absence of one or more parties to the dispute. In such instances, the issue of jurisdiction is an additional item that must be determined in the first instance by the Arbitrator who shall set forth basis of his determination in his decision. The Joint Conference Board may participate in any proceedings seeking a declaration or determination that the underlying dispute is subject to the jurisdiction and process of the Joint Conference Board. In any such proceedings, the non-prevailing party and/or the party challenging the jurisdiction of the Joint Conference Board shall bear all the costs, expenses and attorneys fees incurred by the Board in establishing its jurisdiction. The provision of Paragraph 13 regarding obtaining attorney fees shall apply.

Paragraph 15 - It is agreed by the parties hereto that this agreement shall remain in full force and effect until June 1, 2020 unless otherwise amended by agreement of parties.

IN WITNESS WHEREOF, the parties have caused this document to be executed at Chicago, Illinois this 28th day of May, 2015.

CONSTRUCTION EMPLOYERS'
ASSOCIATION

DocuSigned by:
Charles Usher, Sr.
AF477AAFA0084CD

BY Charles M. Usher

CHICAGO & COOK COUNTY
BUILDING & CONSTRUCTION
TRADES COUNCIL

DocuSigned by:
Tom Villanova
A3CD8D86A9D40E

BY Thomas Villanova

Contract No. _____

**CERTIFICATE OF COMPLIANCE
WITH MULTI-PROJECT LABOR AGREEMENT (MPLA)**

I/WE _____ hereby acknowledge that I/WE
(Name of company)

have read the Metropolitan Water Reclamation District of Greater Chicago's Multi-Project Labor Agreement. I/WE and all my/our subcontractors certify that we are in compliance with the Agreement in that I/WE and all my/our subcontractors have agreed to be bound by and operate under a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department and the Chicago and Cook County Building and Construction Trades Council, or their affiliates which have jurisdiction over the work to be performed pursuant to this Contract, (hereafter referred to as a "participating trade group").

State the name of the participating trade group(s) that your firm is currently signatory with in order to comply with the MPLA: (e.g.: Operating Engineers 150). _____

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary);

If your firm is not currently signatory with a participating union or labor organization, complete the following:

I intend to comply with the MPLA by:

Entering into a collective bargaining agreement with the following participating trade group(s): _____

(Identify all such participating unions or labor organizations. Attach a separate sheet if necessary);

Name of Company or Corporation

By: _____
Signature of Authorized Officer

Attest: _____
Secretary

Dated: _____

Revised April 2018

MPLA-CC-49

EXHIBIT 5
Utilization Plan

**METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO**

MBE, WBE, SBE UTILIZATION PLAN

For Local and Small business entities - Definitions for terms used below can be found in Appendix D: MBE - Section 5(s); WBE - Section 5(cc); SBE - Section 5(w).

NOTE: The Bidder shall submit with the Bid, originals or facsimile copies of all MBE, WBE, SBE Subcontractor's Letter of Intent furnished to all MBEs, WBEs, and SBEs. IF A BIDDER FAILS TO INCLUDE signed copies of the MBE, WBE, SBE Utilization Plan and all signed MBE, WBE, SBE Subcontractor's Letter of Intent with its bid, said bid will be deemed nonresponsive and rejected.

All Bidders must sign the signature page UP-5 of the Utilization Plan, even if a waiver is requested.

Name of Bidder: _____

Contract No.: _____

Affirmative Action Contact & Phone No.: _____

E-Mail Address: _____

Total Bid: _____

MBE, WBE, SBE UTILIZATION PLAN AND ALL SIGNED MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT MUST BE COMPLETED, SIGNED AND ACCOMPANY YOUR BID!!!

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the MBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !!

MBE UTILIZATION

Name of MBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the MBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !!

(Attach additional sheets as needed)

The bidder should indicate on the Utilization Plan explicitly if the dollar amounts for the WBE participation will also be counted toward the achievement of its SBE participation. See Affirmative Action Ordinance, Revised Appendix D, Section 11, Counting MBE, WBE and SBE Participation towards Contract Goals. (a) (b) (c)

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

WBE UTILIZATION

Name of WBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

If the WBE participation will be counted towards the achievement of the SBE goal please indicate here:

☐
YES

☐
NO

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

(Attach additional sheets as needed)

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !!

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !!

SBE UTILIZATION

Name of SBE and contact person: _____

Business Phone Number: _____ Email Address: _____

Address: _____

Description of Work, Services or Supplies to be provided: _____

CONTRACT ITEM NO.: _____

Total Dollar Amount Participation: _____

(Attach additional sheets as needed)

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! !!

SIGNATURE SECTION

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Revised Appendix D, will comply with the provisions of Revised Appendix D, and intend to use the MBEs, WBEs, and SBEs listed above in the performance of this contract and/or have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Exhibit are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the bidder, to make this affidavit.

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

- 1) **The Bidder is required to sign and execute this page, EVEN IF A WAIVER IS BEING REQUESTED.**
- 2) **Failure to do so will result in a nonresponsive bid and rejection of the bid.**
- 3) **If a waiver is requested, the bidder must also complete the following “WAIVER REQUEST FORM.”**

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

Page Intentionally

Left Blank

WAIVER REQUEST FORM

If a waiver is requested, the Bidder is required to sign and execute this page.

Contract No.: _____

Name of Bidder: _____

Contact Person and Phone Number: _____

With respect to the contract specified above, the Bidder hereby requests a total or partial waiver of the requirement that, pursuant to Section 12 (a)-(d) of the Affirmative Action Ordinance, Revised Appendix D, it files a MBE, WBE, SBE Utilization Plan or achieve a particular goal for MBE, WBE, SBE participation in the contract. The reasons for the request are as follows:

On Behalf of _____ I/We hereby acknowledge that
(name of company)

I/WE have read Affirmative Action Ordinance, Revised Appendix D, will comply with the provisions of Affirmative Action Ordinance, Revised Appendix D, and intend to use the MBEs, WBEs, and SBEs listed in the MBE, WBE, SBE Utilization Plan in the performance of this contract and have completed the Waiver Request Form. To the best of my knowledge, information and belief, the facts and representations contained in this Waiver Request Form are true, and no material facts have been omitted.

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Date

Signature of Authorized officer

ATTEST:

Print name and title

Secretary

Phone number

NOTE TO BIDDERS

All Waiver requests are evaluated carefully by the District. **The evaluation is based on your firm's documented GOOD FAITH EFFORTS.**

The GOOD FAITH EFFORTS MUST be Undertaken PRIOR to your bid submittal to the District.

Good Faith Efforts are identified on pp. D15-D16, Section 12. Utilization Plan Submission (e), (i)(i)-(xi).

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

Page Intentionally

Left Blank

MBE, WBE, SBE SUBCONTRACTOR'S LETTER OF INTENT

To: (Name of Bidder) _____ and the MWRDGC

RE: Contract Name: (Insert Name) _____

Contract Number: (Insert Number) _____

From: (Name of MBE/WBE/SBE Firm) _____ MBE: Yes ____ No ____
WBE: Yes ____ No ____
SBE: Yes ____ No ____

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification. A certification letter must be attached hereto.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

If more space is needed to fully describe the MBE/WBE/SBE firms' proposed scope of work and/or payment schedule, attach additional sheets.

The above described performance is offered for the following total price:

\$ _____
(Written in Figures) (Written in Words)

In the event of a discrepancy between the "Written in Words" price and the "Written in Figures" price, the "Written in Words" price shall govern."

The undersigned will enter into a formal written agreement for the above work with the Prime Contractor, conditioned upon the execution of a contract by the Prime contractor with the MWRDGC.

(Signature of Owner, President or Authorized Agent of MBE/WBE/SBE)

Name/Title (Print)

Date _____ Phone _____

**THIS SIGNED DOCUMENT MUST BE SUBMITTED WITH THE BID.
FAILURE TO DO SO WILL RESULT IN A NONRESPONSIVE BID AND
REJECTION OF THE BID.**

All bidders shall submit with the Bid, copies of MBE, WBE, SBE Subcontractor's Letter of Intent in paper form with signatures, which were furnished to each MBE, WBE, and SBE listed in its MBE, WBE, SBE Utilization Plan and must be submitted to the District with its bid as part of its bid packet with either a copy of each MBE, WBE, and SBE current Letter of Certification from a state or local government or agency or documentation demonstrating that the MBE, WBE, SBE is a MBE, WBE or SBE within the meaning of this Revised Appendix D. Failure to submit the MBE, WBE, SBE Subcontractor's Letter of Intent signed by each MBE, WBE, SBE subcontractor will be viewed as nonresponsive and the bid will be rejected. All MBE, WBE, SBE Subcontractor's Letter of Intent must conform to the MBE, WBE, SBE Utilization Plan submitted with the bid. An original or facsimile copy of MBE, WBE, SBE Subcontractor's Letter of Intent will be acceptable.

The MBE, WBE, SBE Utilization Plan and the MBE, WBE, SBE Subcontractor's Letter of Intent MUST Accompany the Bid! ! !

EXHIBIT 6

Veteran's Business Enterprise Contracting Policy Requirements

APPENDIX V

VETERAN-OWNED BUSINESS ENTERPRISE CONTRACTING POLICY REQUIREMENTS

Section 1. Purpose

The purpose of this policy is to increase contracting opportunities with the Metropolitan Water Reclamation District of Greater Chicago for veteran-owned and operated small business enterprises.

Section 2. Definitions

- (a) “Eligible Veteran” means an individual who has been a member of the armed forces of the United States and served for a total of at least six months, or for the duration of hostilities regardless of the length of engagement; and
 - a. was discharged on the basis of hardship; or
 - b. was released from active duty because of a service connected disability; or
 - c. was discharged under honorable conditions

Former members of the military with the following type of discharges are excluded from the District’s Veteran-owned Business Enterprise Contracting Policy:

- a. dishonorably discharged; or
 - b. bad conduct discharge; or
 - c. general discharge under other-than-honorable conditions
- (b) “Good Faith Efforts” means those honest, fair and commercially reasonable actions undertaken by a construction contractor or professional services consultant to meet the VBE goal, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Policy’s goals.
- (c) “Participating Business” means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois or Lake County in the State of Indiana which has the majority of its regular full-time work force located in this region and/or a business which has been placed on the District’s vendor list and/or has bid or sought District contract(s) for construction or professional services work.
- (d) “Small Business Enterprise” (SBE) in this Appendix has the meaning consistent with Appendix D for construction contracts or Appendix A for professional services contracts, as applicable.
- (e) “Veteran-owned Business Enterprise” (VBE) means both a small business enterprise and participating business, including a sole proprietorship, partnership, corporation, limited liability company, joint venture or any other business or professional entity which is at least fifty-one (51%) directly and unconditionally owned by one or more eligible veterans, or, in the case of a publicly held corporation, at least fifty-one (51%) of the stock which is owned by one or more eligible veterans, and whose control and management of the business including long-term goals for the company as well as day-to-day operations are controlled by one or more eligible veterans.

Section 3. Certification Eligibility

- (a) Only a firm owned by an Eligible Veteran(s) may be certified as a VBE.
 - (i) Ownership by one or more Eligible Veterans must be direct ownership.
 - (ii) A business or professional enterprise owned principally by another business entity that is in turn owned and controlled by one or more veterans would not qualify.
- (b) Only a firm that is managed and controlled by an Eligible Veteran(s) may be certified as a VBE.
- (c) For the purposes of this policy, there is no distinction between service-disabled (SDVBE) and non-service disabled veteran-owned businesses.

Section 4. Contract Goals

- (a) The standard participation goal for VBEs is three-percent (3%), unless otherwise specified in the Invitation to Bid. The participation goals are applicable to District contracts where the estimated total expenditure is in excess of \$100,000.00, or in a lesser amount as authorized by the Board of Commissioners.
- (b) VBE goals are separate from the Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), and Small Business Enterprise (SBE) goals.
- (c) VBE contract goals will only be applied to a contract when there are at least two (2) qualified VBE contractors or professional services consultants registered on the District's vendor list to perform the anticipated subcontracting functions of the contract.
- (d) VBE goals are separate from Minority-owned Business Enterprise (MBE), Women-owned Business Enterprise (WBE) and Small Business Enterprise (SBE) goals. An Eligible Veteran who is also an MBE, WBE, or SBE may be dual-utilized to fulfill both goals. However, the three-percent (3%) VBE goal must be accomplished in addition to the M/W/SBE goals set forth in a contract.

Section 5. Good Faith Efforts

The Contractor must undertake **"Good Faith Efforts"** to ensure that qualified VBE firms are utilized in the performance of the contract and provide maximum opportunities for VBE participation, notwithstanding the fact that the Contractor may have the capability to complete the project without the use of subcontractors.

Section 6. VBE Commitment Form Submission

Complete the **VBE COMMITMENT FORM**.

- (a) Provide the names, contact information and qualifications for the prospective VBE firms that you plan to use. Delineate the various anticipated categories and/or disciplines of work/services to be provided by VBE firms.

- (b) Summarize Contractor's or Consultant's commitment to comply with the VBE goals regarding this project.
- (c) Where a Contractor or Consultant is a business owned and controlled by a VBE or where the Contractor or Consultant utilizes a VBE in a joint venture or as a subcontractor, a Contractor or Consultant may count toward the achievement of its VBE goals the utilization of any VBE that also satisfies the definition of a SBE, as set forth in the Revised Appendix D or Appendix A, as applicable to construction or professional services contracts.

Section 7. Effective Date

This policy is effective on January 1, 2019, and applies only to qualifying contracts advertised after the effective date.

RDB/MTC/PJS/ps

Adopted by Order of the Board November 15, 2018

EXHIBIT 7

Veteran's Business Enterprise Commitment Form

VBE COMMITMENT FORM

1. Name of VBE: _____
Identify MBE, WBE, SBE Status: _____ Address: _____
City, State, Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

2. Name of VBE: _____
Identify MBE, WBE, SBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

3. Name of VBE: _____
Identify MBE, WBE, SBE Status: _____ Address: _____
City, State Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

4. Name of VBE: _____
Identify MBE, WBE, SBE Status: _____ Address: _____
City, State, Zip Code: _____
Contact Person: _____ Telephone Number: _____
eMail Address: _____
Dollar Amount of Participation: \$ _____ Percent of Participation: _____ %
Scope of Work: _____

Attach a copy of qualifications for each VBE firm

EXHIBIT 8

Affirmative Action Status Report

AFFIDAVIT - AFFIRMATIVE ACTION STATUS REPORT

Notice: This report is required to be submitted at 25%, 50%, 75%, and 100% completion of construction.

Contract Title: _____

Contract Number: _____

Prime Contractor's Name: _____

Prime's Contact Name: _____ Estimated Completion Date: _____

Prime's Contact Phone #: () _____ Status Report No.: 25% - 50% - 75% - 100%
(CIRCLE ONE)

In connection with the above-captioned contract:

For each MBE, WBE, and SBE subcontractor, including third tier contracts awarded by your MBE/WBE/SBE company, describe the work or goods or services provided in relation to this contract (indicate line items, if applicable) performed during the report period.

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED TO MAKE THIS AFFIDAVIT. I CERTIFY THAT THE ABOVE NAMED FIRMS WERE AWARDED CONTRACT(S), PERFORMED THE WORK WITH THEIR OWN FORCES, AMOUNTS LISTED ARE ACCURATE AND PAYMENTS WERE MADE IN ACCORDANCE WITH CONTRACTUAL OBLIGATIONS. CANCELLED CHECKS AND/OR SUPPORTING INFORMATION WILL BE ON FILE FOR INSPECTION OR AUDIT.

Name of Affiant: _____

Title: _____

Signature: _____
(Signature of Affiant)

Date: _____

State of _____ County (City) of _____

This instrument was SUBSCRIBED and SWORN TO before me on _____

Signature of Notary Public

EXHIBIT 9

Operation and Maintenance Plan

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ORLAND PARK AND THE METROPOLITAN WATER
RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN,
CONSTRUCTION, OPERATION AND MAINTENANCE OF THE EXPANSION OF
THE EXISTING DETENTION BASIN UPSTREAM OF THE GRASSLANDS
SUBDIVISION IN THE VILLAGE**

WHEREAS, the Village of Orland Park (“Village”) has acquired from the developer of the Grasslands Subdivision (west of Wolf Road on the south side of 167th Street) the storm water detention basin immediately west of and adjacent to the said Grasslands Subdivision; and

WHEREAS, the Village proposes to expand this existing detention basin and to construct a Class I Dam in an area adjacent to the Grasslands Subdivision (the “Project”) which will increase the total storm water storage of the detention basin to 22 acre-feet, provide flood protection for the Grasslands Subdivision and provide detention for future development of the existing agriculture lands to residential homes, thereby providing a public benefit of reducing and/or preventing flooding in the general area; and

WHEREAS, the Village provides to design, construct, operate, maintain and own the proposed improvements comprising the Project; and

WHEREAS, the Village’s proposed plans for the Project could be accomplished more effectively, economically and comprehensively through cooperation by the Metropolitan Water Reclamation District of Greater Chicago (“MWRDGC”) with the Village and using their joint efforts and resources; and

WHEREAS, the MWRDGC will reimburse the Village for 93% of the total awarded construction cost of the Project up to \$558,000.00, with the Village to be responsible for securing funding or contributing its own funds for all remaining costs necessary to construct the Project; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.) and Section 10 of Article VII of the Illinois Constitution allow for and encourage intergovernmental cooperation.

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

SECTION 1: The Village President and Board of Trustees hereby find that the recitals contained in the preambles of this Resolution are true and correct and said recitals are incorporated into this Resolution by this reference.

SECTION 2: The Village President and Board of Trustees hereby approve the “Intergovernmental Agreement By and Between The Village of Orland Park and The Metropolitan Water Reclamation District of Greater Chicago For Design Construction,

Operation and Maintenance of the Expansion of the Existing Detention Basin Upstream of The Grasslands Subdivision In Orland Park,” attached hereto as EXHIBIT 1.

SECTION 3: The Village President and Village Clerk are hereby authorized and directed to execute the said Agreement (EXHIBIT 1) on behalf of the Village, as well as execute any and all additional documents necessary and appropriate to carry out the terms and provisions of said Agreement.

SECTION 4: All resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly hereby repealed.

SECTION 5: This Resolution shall be in full force and effect upon its passage.

REQUEST FOR ACTION REPORT

File Number:	2020-0026
Orig. Department:	Village Manager
File Name:	Temporary Human Resources Staffing Services Extension of GovTemps Employee Leasing Agreement C19-0138-2019-0656

BACKGROUND:

Description/Justification:

Funding for a temporary contracted HR Generalist to support the workload of the Human Resources Department in 2020 was approved in the FY2020 Budget. HR supports management's needs and activities related to all employees, including approximately-270 full-time, 340 regular part-time and 340 seasonal employees. Approximately 375 new or rehires are processed each year. There are a number of HR goals that are tied to the Village's strategic initiatives. A temporary HR Generalist is needed to assist with key department goals and the day-to-day workload. Specifically, the temporary resource will be assigned to a variety of projects and day to day work based on peaks in workload and activity which may be related to the UltiPro HR/Payroll/Timekeeping/Scheduling implementation; retirements and associated recruitment; implementation of merit-based, open range compensation plan; implementing regulatory changes; collective bargaining; redesign of performance management program and associated training.

To maintain continuity in projects, staff recommends exercising the extension provision of the current Employee Leasing Agreement with GovTemps contract number C19-0138 - 2019-0656.

BUDGET IMPACT:

Funds are available in the general fund account number 010-1100-432990.

REQUESTED ACTION:

I move to approve the Village Manager extend the Employee Leasing Agreement for temporary staffing services with GovTemps, for an experienced temporary human resources professional in FY2020 not to exceed \$50,000.

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and **VILLGE OF ORLAND PARK, ILLINOIS** (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") the Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Client. GovTemps, as the common law employer of Assigned Employee, has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee. Any such request will not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

Section 2.01. Payment of Wages. GovTemps will timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act

("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemps will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement.

Section 2.03. Employee Benefits. GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employee(s). GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemps. GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s). GovTemps will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively by the Client's supervisory and managerial employees.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the

Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Client will pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits

payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Increase in Fees. GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes, when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Client with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

Section 3.03. Payment Method. Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Assigned Employee drives a Municipal or personal vehicle for any reason in connection with their Assignment, the Client must maintain in effect automobile liability insurance insuring the Assigned Employee, GovTemps and the Client against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to Hire Option. At the end of the Term, the Client may hire the Assigned Employee as a permanent or temporary employee of the Client. The substantial investment of time and resources by GovTemps under this Agreement to place its leased employee with Client is recognized by Client. If after the end of the Term, Client hires Assigned employee as either a permanent or temporary employee it must pay two (2) weeks of the Assigned Employee's gross salary to GovTemps no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law.

Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") (a) arising out of GovTemps' breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Client's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, and (c) arising from any act or omission on the part of the Client or any of the Client Parties.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying

Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.

SECTION 9 DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County, Illinois. Venue and jurisdiction for any action under this Agreement is Cook County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10 NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:

GOVTEMPSUSA, LLC
630 Dundee Road Suite 130
Northbrook, Illinois 60062
Attention: Michael J. Earl
Telephone: 224-261-8366
Electronic Mail: mearl@govhrusa.com

If to the Client:

Village of Orland Park, IL
14700 S. Ravinia Avenue
Orland Park, IL 60462
Attention: Stephana Przybylski, HR Director
Telephone: 708-403-6166
Electronic Mail: sprzybylski@orlandpark.org

[Signatures on following page]

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

GOVTEMPSUSA, LLC,
an Illinois limited liability company

By _____

Name: Joellen J. Cademartori

Title: President and Co-Owner

Effective Date: _____

CLIENT

By _____

Name: _____

Title: _____

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: TBD

POSITION/ASSIGNMENT: HR Generalist

POSITION TERM: TBD (Three months)

Please review Section 5 of this Agreement for the complete terms of position.

Agreement may be extended for up to three (3) months with agreement between all

Parties.

BASE COMPENSATION: \$56.00 per hour (Employee pay rate \$40/hr plus 40% fee).

Worksite employee is anticipated to work approximately 30-40 hours per week. Worksite

employee shall be paid for hours worked only. Any time taken off for vacations will be

unpaid. Hours should be reported via email to payroll@govtempsusa.com on the Monday

after the prior work week. The Municipality will be invoiced every other week for

hours worked.

GOVTEMPSUSA, LLC:

CLIENT:

By: _____

By: _____

Date: _____

Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B
Summary of Benefits

NOT APPLICABLE

REQUEST FOR ACTION REPORT

File Number:	2020-0011
Orig. Department:	Development Services Department
File Name:	Village Hall Complex Improvements - Change Orders

BACKGROUND:

On March 18, 2019, the Village Board approved the Village Hall Complex Improvements contract for Austin Tyler Construction LLC including five alternates in the amount of \$1,550,735.00. The Board also approved a 10% contingency of \$155,073 for the same project. The project is substantially complete and the Village staff, its consultant, and contractors are currently going through the punch-list items. During the construction process, four change orders were requested by the contractor. The following are details for these change orders (the actual Change Orders are also attached as reference):

- Change Order #1: A net addition of \$13,536.71.

There were 18 items added or deducted from the project. The total additions were \$31,490.71 and deductions were \$17,954 which resulted in a net addition of \$13,536.71 to the project. Some of the larger dollar value additions include Removal and Disposal of Unsuitable Material \$1,782, Aggregate Subgrade Improvements \$3,645, Steel Work in Village Hall Basement \$3,300, and Additional Work at East Entrance \$1,932. Some of the larger value deductions include Reduced Area for Concrete Sidewalk \$2,000, Removal of Storm Sewer \$1,920, Front Brick Work in One Phase (vs three phases) \$10,000, and Reduce Number of Cores \$3,000.

- Change Order #2: A net deduction of \$5,470.

There were 17 items added or deducted from the project. The total additions were \$5,577 and deductions were \$11,047 which resulted in a net deduction of \$5,470 from the project. Some of the larger dollar value additions include Additional Hot Mix Asphalt \$3,105 and Additional Concrete Curb and Gutter \$1,950. Some of the larger value deductions include Reduction in Concrete Sidewalk \$1,875, Removal of Curb and Gutter \$3,480, and Removal of Sidewalk \$1,160.

- Change Order #3: A net addition of \$2,909.68.

There were 5 items added or deducted from the project. The total additions were \$32,509.68 and deductions were \$29,600 which resulted in a net addition of \$2909.68 to the project. Some of the larger dollar value additions include Additional Grading for Main Entrance Sidewalk \$9,814, Additional Grading for Sidewalk at Main Entrance \$5,904.10, Additional Sidewalk at Main Entrance \$8,417.43, and Wayfinding signs \$8,373.75. The single deduction for this Change Order was Removal of 800 Sq. Yds of Class D Patches at \$29,600.

- Change Order #4: A net deduction of \$8,373.75.

There was one item added to the project for \$8,373.75. The addition was for Building Identification Signs.

The following is a summary for all change orders and the current total project value;

- Original Contract Value	\$1,550,735.00
- Change Order #1	[+ \$13,536.71] (ADD)
- Change Order #2	[- \$5,470.00] (DEDUCT)
- Change Order #3	[+ \$2,909.68] (ADD)
- Change Order #4	[+ \$8,373.75] (ADD)
- Current Contract Price	\$1,570,085.14

The current contract price is \$1,570,085.14, an increase of \$19,350.14 (1.25%) over the original contract value of \$1,550,735.00. The majority of the additional funds (\$16,747.50) were spent in replacing three building identification signs for the Village Hall and Civic Center. Without the additional signs, the project had less than 0.2% in change orders.

Current Request

Village staff is requesting the Board to approve all four change orders in the total addition of \$19,350.14 to the original contract value of \$1,550,735.00.

BUDGET IMPACT:

Sufficient funds are available in the project contingency funds and no additional funds are requested.

REQUESTED ACTION:

I move to approve accepting the change orders 1, 2, 3, and 4 for the Village Hall Complex Improvements from Austin Tyler Construction, LLC. of Elwood, Illinois, in the amount of \$19,350.14.



Strand Associates, Inc.®
1170 South Houbolt Road
Joliet, IL 60431
(P) 815-744-4200
(F) 815-744-4215

Transmittal Letter

DATE: June 13, 2019

PROJECT NO. 1555.006

COMPANY NAME: Village of Orland Park

ATTENTION: Mr. Sean Marquez, Senior Project Engineer

ADDRESS: 14700 South Ravinia Avenue

CITY/STATE/ZIP: Orland Park, IL 60462

RE: Village Hall Complex Improvements Change Order No. 1

WE ARE SENDING YOU:

- | | | | |
|--|-----------------------------------|--|---|
| <input checked="" type="checkbox"/> Change Order | <input type="checkbox"/> Drawings | <input type="checkbox"/> Samples | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Under Separate Cover |
| <input type="checkbox"/> Other | | | |

Copies	Date	No.	Description
3	6/13/19	-	Change Order No. 1

ITEMS TRANSMITTED AS SHOWN:

- | | | |
|---|---|--|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit ____ copies for approval |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit ____ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Approved as noted-Resubmit | <input type="checkbox"/> Additional Information Required |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> Not Approved | <input checked="" type="checkbox"/> For signature |
| <input type="checkbox"/> Other | | |

REMARKS:

Dear Mr. Marquez,

Please sign all copies of the enclosed Change Order No. 1 and return to our office. The address is listed above. If you have any questions, please call me at 815-744-4200

Signed


Marc A. Grigas, P.E.

Copy to: File

June 13, 2019

CHANGE ORDER NO. 1

PROJECT: Village Hall Complex Improvements
OWNER: Village of Orland Park, Illinois
CONTRACT: 19-004
CONTRACTOR: Austin Tyler Construction, Inc.

Description of Change

1a	Removal and disposal of unsuitable materials [81 cubic yards (CY) at \$22/CY]	ADD	\$1,782.00
1b	Geotechnical fabric for ground stabilization (240 square yards @ \$1.40/square yard)	ADD	\$336.00
1c	Aggregate subgrade improvement (81 CY at \$45 per CY)	ADD	\$3,645.00
1d	Portland Cement Concrete sidewalk 5 inches (special) [80 square feet (sf) at \$25/sf]	DEDUCT	(\$2,000.00)
1e	Storm sewer removal (96 feet at \$20 per foot)	DEDUCT	(\$1,920.00)
1f	Storm sewers, Class A, 12 inches (22 feet at \$47 per foot)	DEDUCT	(\$1,034.00)
1g	Concrete curb, Type B (36 feet at \$45 per foot)	ADD	\$1,620.00
1h	Demolish and provide masonry restoration as noted in STUDIOGC drawings and specifications (32 sf at \$130/sf)	ADD	\$4,160.00
1i	AUP #1-Demolish and install brick pavers in one phase rather than in three phases (1 lump sum at \$10,000)	DEDUCT	(\$10,000.00)
1j	AUP #2-Pour 600 sf of 6-inch concrete in green areas under pavers (1 lump sum at \$8,870)	ADD	\$8,870.00
1k	AUP #3-Install and remove temporary pavers in logo area (1 lump sum at \$1,320)	ADD	\$1,320.00
1l	AUP #4-Steel work in basement (1 lump sum at \$3,300)	ADD	\$3,300.00
1m	AUP #5-Deduct in quantity of core holes in paver system concrete base (1 lump sum at \$3,000)	DEDUCT	(\$3,000.00)
1n	AUP #6-East entrance extra work: clean vault area and place waterproofing (T&M) (1 lump sum at \$1,627.11)	ADD	\$1,627.11
1o	AUP #7-Straighten bars out of grade beam (T&M) (1 lump sum at \$175.95)	ADD	\$175.95
1p	AUP #8-East entrance extra work: cut, bend, and install rebar (T&M) (1 lump sum at \$1,932)	ADD	\$1,932.00
1q	AUP #9-East entrance extra work: removed snap cap and caulked joints (T&M) (1 lump sum at \$1,112.07)	ADD	\$1,112.07

Village of Orland Park–Austin Tyler Construction, Inc.
Contract 19-004, Change Order No. 1
Page 2
June 13, 2019

1r	AUP #10–Sidewalk removal and replacement at recreational center near stairs (T&M) (1 lump sum at \$1,610.58)	ADD	\$1,610.58
----	---	-----	------------

TOTAL VALUE OF THIS CHANGE ORDER:	ADD	\$13,536.71
-----------------------------------	-----	-------------

Contract Price Adjustment

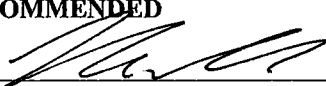
Original Contract Price	\$1,550,735.00
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	\$13,536.71
Current Contract Price including this Change Order	\$1,564,271.71

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	June 29, 2019
Contract Final Completion Date Adjustments due to previous Change Orders	NA
Contract Final Completion Date Adjustments due to this Change Order	June 29, 2019
Current Final Contract Completion Dates including all Change Orders	June 29, 2019

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED

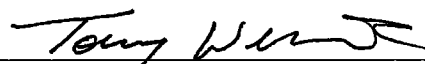


ENGINEER–Strand Associates, Inc.®

6/13/19

Date

APPROVED



CONTRACTOR–Austin Tyler Construction, Inc.

6/14/19

Date

APPROVED

OWNER–Village of Orland Park, Illinois

Date



Strand Associates, Inc.®
1170 South Houbolt Road
Joliet, IL 60431
(P) 815-744-4200
(F) 815-744-4215

Transmittal Letter

DATE: July 16, 2019

PROJECT NO. 1555.006

COMPANY NAME: Village of Orland Park

ATTENTION: Mr. S. Khurshid Hoda, Director, Programs and Engineering Services

ADDRESS: 14700 South Ravinia Avenue

CITY/STATE/ZIP: Orland Park, IL 60462

RE: Village Hall Complex Improvements Change Order No. 2

WE ARE SENDING YOU:

- | | | | |
|--|-----------------------------------|--|---|
| <input checked="" type="checkbox"/> Change Order | <input type="checkbox"/> Drawings | <input type="checkbox"/> Samples | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Under Separate Cover |
| <input type="checkbox"/> Other | | | |

Copies	Date	No.	Description
3	7/16/19	-	Change Order No. 2

ITEMS TRANSMITTED AS SHOWN:

- | | | |
|---|---|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit _____ copies for approval |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Approved as noted-Resubmit | <input type="checkbox"/> Additional Information Required |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> Not Approved | <input checked="" type="checkbox"/> For signature |
| <input type="checkbox"/> Other | | |

REMARKS:

Dear Mr. Hoda,

Please sign all copies of the enclosed Change Order No. 2 and return to our office. The address is listed above. If you have any questions, please call me at 815-744-4200.

Signed


Marc A. Grigas, P.E.

Copy to: File

RECEIVED
JUL 17 2019

July 15, 2019

CHANGE ORDER NO. 2

PROJECT: Village Hall Complex Improvements
OWNER: Village of Orland Park, Illinois
CONTRACT: 19-004
CONTRACTOR: Austin Tyler Construction, Inc.

Description of Change

2a	Hot-mix asphalt binder course, IL-19.0, N50 (4 tons at \$83/ton)	ADD	\$332.00
2b	Hot-mix asphalt surface course, Mix "D," N50 (27 tons at \$115/ton)	ADD	\$3,105.00
2c	Portland Cement Concrete sidewalk 8-inch [125 square feet (sq ft) at \$15/sq ft]	DEDUCT	(\$1,875.00)
2d	Combination curb and gutter removal (125 feet at \$6.50/foot)	DEDUCT	(\$812.50)
2e	Sidewalk removal (695 sq ft at \$1.30/sq ft)	DEDUCT	(\$903.50)
2f	Sidewalk removal (special) (80 feet at \$14.50/foot)	DEDUCT	(\$1,160.00)
2g	Combination concrete curb and gutter, Type B-6.12 (78 feet at \$25/foot)	ADD	\$1,950.00
2h	Combination curb and gutter removal and replacement (58 feet at \$60/foot)	DEDUCT	(\$3,480.00)
2i	Temporary pavement marking—letters and symbols (25 sq ft at \$6/sq ft)	DEDUCT	(\$150.00)
2j	Temporary pavement marking—line 4-inch (488 feet at \$1.50/foot)	DEDUCT	(\$732.00)
2k	Paint pavement marking—letters and symbols (64 sq ft at \$5/sq ft)	ADD	\$320.00
2l	Paint pavement marking—line 4-inch (152 feet at \$1/foot)	DEDUCT	(\$152.00)
2m	Paint pavement marking—line 6-inch (145 feet at \$2/foot)	DEDUCT	(\$290.00)
2n	Curb and gutter painting (10 feet at \$2/foot)	ADD	\$20.00
2o	Concrete structures [0.35 cubic yards (cy) at \$2,500/cy]	DEDUCT	(\$875.00)
2p	5-Alt#2—Concrete structures (0.35 cy at \$1,900/cy)	DEDUCT	(\$665.00)
2q	3-Alt#7—Hot-mix asphalt surface removal, 1 1/2-inch (30 square yard at \$3.40/square yard)	DEDUCT	(\$102.00)

TOTAL VALUE OF THIS CHANGE ORDER: DEDUCT (\$5,470.00)

Village of Orland Park–Austin Tyler Construction, Inc.
 Contract 19-004, Change Order No. 2
 Page 2
 July 15, 2019

Contract Price Adjustment

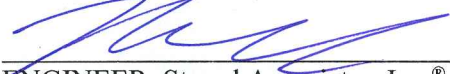
Original Contract Price	\$1,550,735.00
Previous Change Order Adjustments	\$13,536.71
Adjustment in Contract Price this Change Order	(\$5,470.00)
Current Contract Price including this Change Order	\$1,558,801.71

Millstone and Contract Final Completion Date Adjustment

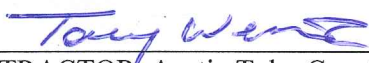
Original Contract Final Completion Date	June 29, 2019
Contract Final Completion Date Adjustments due to previous Change Orders	NA
Milestone #1 added because of this Change Order–Complete all items in the Contract excluding installation and operation of the following pay items: Light Pole, Special, Ornamental Light Unit, Complete, Removal of Light Unit (Salvage), and Removal of Pole foundation with associated restoration involved in these pay items as described above.	September 15, 2019
Current Final Contract Completion Date including all Change Orders	December 1, 2019

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED

	July 15, 2019
ENGINEER–Strand Associates, Inc.®	Date

APPROVED

	8/1/19
CONTRACTOR–Austin Tyler Construction, Inc.	Date

APPROVED

	7-23-19
OWNER–Village of Orland Park, Illinois	Date



Strand Associates, Inc.®
1170 South Houbolt Road
Joliet, IL 60431
(P) 815-744-4200
(F) 815-744-4215

Transmittal Letter

DATE: July 29, 2019

PROJECT NO. 1555.006

COMPANY NAME: Village of Orland Park

ATTENTION: Mr. S. Khurshid Hoda, Director, Programs and Engineering Services

ADDRESS: 14700 South Ravinia Avenue

CITY/STATE/ZIP: Orland Park, IL 60462

RE: Village Hall Complex Improvements Change Order No. 3

WE ARE SENDING YOU:

- | | | | |
|--|-----------------------------------|--|---|
| <input checked="" type="checkbox"/> Change Order | <input type="checkbox"/> Drawings | <input type="checkbox"/> Samples | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Enclosed | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Under Separate Cover |
| <input type="checkbox"/> Other | | | |

Copies	Date	No.	Description
3	7/29/19	-	Change Order No. 3

ITEMS TRANSMITTED AS SHOWN:


- | | | |
|---|---|--|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit ____ copies for approval |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit ____ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Approved as noted-Resubmit | <input type="checkbox"/> Additional Information Required |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> Not Approved | <input checked="" type="checkbox"/> For signature |
| <input type="checkbox"/> Other | | |

REMARKS:

Dear Mr. Hoda,

Please sign all copies of the enclosed Change Order No. 3 and return to our office. The address is listed above. If you have any questions, please call me at 815-744-4200

Signed


Marc A. Grigas, P.E.

Copy to: File

**Strand Associates, Inc.®**

1170 South Houbolt Road

Joliet, IL 60431

(P) 815-744-4200

July 29, 2019

CHANGE ORDER NO. 3

PROJECT: Village Hall Complex Improvements
OWNER: Village of Orland Park, Illinois
CONTRACT: 19-004
CONTRACTOR: Austin Tyler Construction, Inc.

Description of Change

3a	4-Alt#7—Class D Patches, 4-inch (800 square yards at \$37/square yard)	DEDUCT	(\$29,600.00)
3b	AUP #11—Grade additional sidewalk at main entrance (T&M) [1 lump sum (LS) at \$9,814.40]	ADD	\$9,814.40
3c	AUP #12—Grade and prepare additional sidewalk at main entrance (T&M) (1 LS at \$5,904.10)	ADD	\$5,904.10
3d	AUP #13—Frame and pour additional sidewalk at main entrance (T&M) (1 LS at \$8,417.43)	ADD	\$8,417.43
3e	AUP #14—Wayfinding signs (0.5 LS at \$16,747.50 LS)	ADD	\$8,373.75
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$2,909.68

Contract Price Adjustment

Original Contract Price	\$1,550,735.00
Previous Change Order Adjustments	\$8,066.71
Adjustment in Contract Price this Change Order	\$2,909.68
Current Contract Price including this Change Order	\$1,561,711.39

Milestone and Contract Final Completion Date Adjustment

Original Contract Final Completion Date	June 29, 2019
Contract Final Completion Date Adjustments due to previous Change Orders	
Milestone No. 1	September 15, 2019
All other items excluding Milestone No. 1	December 1, 2019
Contract Final Completion Date Adjustments due to this Change Order	NA
Current Final Contract Completion Date including all Change Orders	
Milestone No. 1	September 15, 2019
All other items excluding Milestone No. 1	December 1, 2019

MJG:amm\c:\Users\adriam\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\3H8TSNHV\CO_SAI_MJG_Change Order 3_07262019.docx

Village of Orland Park–Austin Tyler Construction, Inc.
Contract 19-004, Change Order No. 3
Page 2
July 29, 2019

This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED



ENGINEER–Strand Associates, Inc.®

6/29/19

Date

APPROVED

CONTRACTOR–Austin Tyler Construction, Inc.

Date

APPROVED

OWNER–Village of Orland Park, Illinois

Date



Strand Associates, Inc.®

1170 South Houbolt Road

Joliet, IL 60431

(P) 815-744-4200

November 27, 2019

CHANGE ORDER NO. 4

PROJECT: Village Hall Complex Improvements
OWNER: Village of Orland Park, Illinois
CONTRACT: 19-004
CONTRACTOR: Austin Tyler Construction, Inc.

Description of Change

4a	AUP #14-Wayfinding signs [0.5 lump sum (LS) at \$16,747.50 LS]	ADD	\$8,373.75
----	--	-----	------------

TOTAL VALUE OF THIS CHANGE ORDER:	ADD	\$8,373.75
-----------------------------------	-----	------------

Contract Price Adjustment

Original Contract Price	\$1,550,735.00
Previous Change Order Adjustments	\$10,976.39
Adjustment in Contract Price this Change Order	\$8,373.75
Current Contract Price including this Change Order	\$1,570,085.14

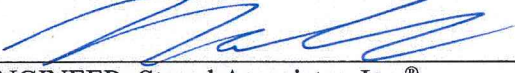
Milestone and Contract Final Completion Date Adjustment

Original Contract Final Completion Date	June 29, 2019
Contract Final Completion Date Adjustments due to previous Change Orders	
Milestone No. 1	September 15, 2019
All other items excluding Milestone No. 1	December 1, 2019
Contract Final Completion Date Adjustments due to this Change Order	
All other items excluding Milestone No. 1	December 31, 2019
Current Final Contract Completion Date including all Change Orders	
Milestone No. 1	September 15, 2019
All other items excluding Milestone No. 1	December 31, 2019

Village of Orland Park–Austin Tyler Construction, Inc.
Contract 19-004, Change Order No. 4
Page 2
November 27, 2019

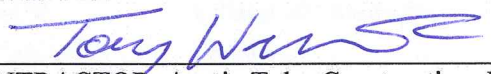
This document shall become a supplement to the Contract and all provisions will apply hereto.

RECOMMENDED



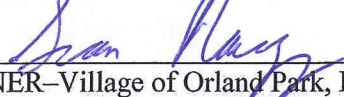
ENGINEER–Strand Associates, Inc.®
Date 11/27/19

APPROVED



CONTRACTOR–Austin Tyler Construction, Inc.
Date 12/3/19

APPROVED



OWNER–Village of Orland Park, Illinois
Date 12/3/19

REQUEST FOR ACTION REPORT

File Number:	2019-0921
Orig. Department:	Development Services Department
File Name:	Waterfall Plaza - Development Agreement

BACKGROUND:

On December 3, 2018, the Village Board of Trustees approved a Special Use Permit for a planned development with modifications for an existing commercial development known as Waterfall Plaza and a subdivision of one lot into two. The subject property is designated within the BIZ General Business zoning district and is generally located at 8750 and 8752 West 159th Street, Orland Park, Illinois 60462.

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve to the Village Board of Trustees approval of a development agreement for the commercial development known as Waterfall Plaza located at 8750 and 8752 West 159th Street, Orland Park, Illinois 60462.

This document prepared by:
E. Kenneth Friker
On Behalf of the Village of Orland Park
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462

For Recorder's Use Only

**DEVELOPMENT AGREEMENT
(WATERFALL PLAZA
8750 TO 8752 W. 159TH STREET)**

INTRODUCTION

1. This Agreement entered into this _____ day of _____, 2019, (the “Effective Date”), by and among the VILLAGE OF ORLAND PARK, an Illinois municipal corporation (hereinafter referred to as the “Village”), RPOR INVESTMENTS, LLC, an Illinois limited liability company (“Developer”)

2. The Property subject to this Agreement, legal title to which is vested in Developer (excepting such portion as is dedicated to the public), is legally described as follows:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ABUTTING THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4, AND LYING WEST OF AND ABUTTING THE WESTERLY LINE OF ORLAN BROOK DRIVE, AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET, AND LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF ORLAN BROOK UNIT-2 (EXCEPT THE SOUTH 158.0 FEET THEREOF) ALL IN ORLAND TOWNSHIP, COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 170.0 FEET OF THE SOUTH 158.00 OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ABUTTING THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AND LYING WEST OF AND ABUTTING THE WESTERLY LINE OF ORLAN BROOK DRIVE AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH

STREET, AND LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF ORLAN BROOK UNIT 2, ALL IN ORLAND TOWNSHIP, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS MADE BY AND BETWEEN FORD CITY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 29, 1980 AND KNOWN AS TRUST NUMBER 3376 AND EAST SIDE BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 14, 1979 AND KNOWN AS TRUST NUMBER 1217 CREATED BY THAT CERTAIN EASEMENT AGREEMENT DATED MARCH 15, 1984 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 27062950 OVER THE FOLLOWING DESCRIBED PROPERTY; THE EAST 33.00 FEET OF THE WEST 203.00 FEET OF THE SOUTH 158.00 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ABUTTING THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AND LYING WEST OF AND ABUTTING THE WESTERLY LINE OF ORLAN BROOK DRIVE, AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET, AND LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF ORLAN BROOK UNIT 2, ALL IN ORLAND TOWNSHIP, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A SIGN PYLON CREATED BY THAT CERTAIN EASEMENT AGREEMENT DATED MARCH 15, 1984 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NO. 27062950 MADE BY AND BETWEEN FORD CITY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 29, 1980 AND KNOWN AS TRUST NUMBER 3376 AND EAST SIDE BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 14, 1979 AND KNOWN AS TRUST NUMBER 1217 OVER THE FOLLOWING DESCRIBED PROPERTY: THE EAST 10.00 FEET OF THE WEST 213.00 FEET OF THE SOUTH 24 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ABUTTING THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AND LYING WEST OF AND ABUTTING THE WESTERLY LINE OF ORLAN BROOK DRIVE, AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET, AND LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF ORLAN BROOK UNIT 2, ALL IN ORLAND TOWNSHIP, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR PUBLIC UTILITIES CREATED BY THAT CERTAIN EASEMENT AGREEMENT DATED MARCH 15, 1984 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 27062950 MADE BY AND BETWEEN FORD CITY BANK AND TRUST COMPANY, AS TRUSTEE

UNDER TRUST AGREEMENT DATED SEPTEMBER 29, 1980 AND KNOWN AS TRUST NUMBER 3376 AND EAST SIDE BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 14, 1979 AND KNOWN AS TRUST NUMBER 1217 OVER THE FOLLOWING DESCRIBED PROPERTY: THOSE PORTIONS OF 2 PUBLIC UTILITY EASEMENTS (10 FEET WIDE) AS CREATED BY A DOCUMENT ENTITLED "PLAT OF EASEMENT" RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON AUGUST 4, 1981 AS DOCUMENT 25957953 AND AS SHOWN ON THE PLAT ATTACHED THERETO FALLING WITHIN THE BOUNDARY OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ABUTTING A LINE 170 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 LYING WEST OF AND ABUTTING THE WESTERLY LINE OF ORLAN BROOK DRIVE AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET AND LYING SOUTH OF A LINE 158 FEET NORTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF 159TH STREET, ALL IN ORLAND TOWNSHIP, SAID EASEMENTS BEING THROUGH THE SOUTH 10 FEET AND THE SOUTH 10 FEET OF THE NORTH 14 FEET OF SAID PARCEL, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY CERTAIN EASEMENT AGREEMENT DATED JUNE 18, 1992 AND RECORDED SEPTEMBER 14, 1991 AS DOCUMENT 92680636 MADE BY AND BETWEEN ASSIGNMENT OF MORTGAGE NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1987 AND KNOWN AS TRUST NUMBER 10428-04 ("WATERFALL OWNER") AND FIRST COLONIAL BANK NORTHWEST, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 17, 1988 KNOWN AS TRUST NUMBER 916 ("OUTLOT OWNER") FOR PASSENGER VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, AND PASSENGER VEHICULAR PARKING, OVER, UPON, THROUGH AND ACROSS THE SOUTH 158.0 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ABUTTING THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AND LYING WEST OF AND ABUTTING THE WESTERLY LINE OF ORLAN BROOK DRIVE AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET, AND LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF ORLAN BROOK UNIT 2 (EXCEPT THE WEST 170.0 FEET THEREOF), ALL IN ORLAND TOWNSHIP, IN COOK COUNTY, ILLINOIS.

And

LEGAL DESCRIPTION

THE SOUTH 158.00 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14. TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPLE MERIDIAN. LYING EAST OF AND ABUTTING THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AND LYING WEST OF THE ABUTTING WESTERLY LINE OF ORLAN BROOK DRIVE AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET. AND LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF ORLAN BROOK UNIT 2. (EXCEPT THE WEST 170.00 FT. THEREOF). SAID PROPERTY SUBJECT TO AN EASEMENT OVER THE WEST 33 FT. THEREOF FOR INGRESS AND EGRESS PER DOCUMENT NUMBER 27062950. ALL IN ORLAND TOWNSHIP, COOK COUNTY, ILLINOIS.

PIN: 27-14-300-065-066

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

3. The Subject Property is located at 8750 -8752 W. 159th Street in the Village and consists of approximately 2.6 acres.

4. The Subject Property is zoned BIZ General Business under the Land Development Code of the Village, as amended (the Code") and is proposed to be developed by the Developer as a Planned Development for the existing two (2) lot two (2) building commercial development known as "Waterfall Plaza". As proposed, the Planned Development will subdivide Parcels 1 and 2 of the Subject Property into two (2) lots resulting in each of the two (2) existing buildings being on its own lot. Parcel 3 of the Subject Property will be a separate lot having frontage on both 159th Street and Orlan Brook Drive. The proposed subdivision lot lines mirror the lot lines as originally proposed in 1993. As subdivided, Lot 1 will be at the north portion of the Subject Property and will contain 59,549 square feet and Lot 2 will front 159th Street and will contain 26,860 square feet.

In addition, the Special Use Planned Development will require modifications from Section 6-210 F.4. of the Code to allow parking and drive aisles in the set back between the building and the street within the south set back and within the east set back, which modifications will not apply to any future re-development of the Subject Property. Conditions for the granting of the Special Use Planned Development are further detailed in SECTION ONE, below.

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

RECITALS:

1. The parties hereto desire that the Subject Property be developed as described above, subject to Village codes and ordinances and the terms and conditions as hereinafter set forth in this Agreement.

2. The Developer as owner has petitioned the Village for a Special Use Planned Development permit with modifications approval of the associated site plan as more fully hereinafter set forth.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village, including the filing of petitions by Developer to request the granting of a Special Use Planned Development for the Subject Property and to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such actions as herein provided, including all hearings as are necessary to effectuate the plan of development herein set forth.

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

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

(b) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the granting of the Planned Development Special Use permit with modifications and site plans, pursuant to the terms and conditions of this Agreement;

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

5. The parties hereto have determined that it is in the best interests of the Village and the Developer and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will be in implementation of the comprehensive plan of the Village and will constitute a preservation of environmental values.

6. Developer covenants and agrees that it will execute all reasonably necessary directions and issue all reasonably necessary instructions and take all other action necessary to perform its obligations hereunder.

SECTION ONE: Planned Development Special Use with Modifications, Plan Approval, and Design Standards.

A. The Village, upon the necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, will by proper ordinance cause the above-described Subject Property to be granted a Planned Development Special Use under the Code to

with modifications to allow parking and drive aisles in the set back between the building and the street and within the south and east set backs.

B. The Subject Property shall be developed by Developer substantially in accordance with the Site Plan titled, "SITE PLAN – PD EXHIBIT A" dated November 28, 2018, attached hereto and made a part hereof as "EXHIBIT A" subject to the following conditions:

1. General site maintenance including filing of potholes, repairing and replacing broken curbs, re-sealing and re-striping the parking lot; maintenance of the parking lot, building lighting and landscape improvements (as depicted by EXHIBIT A), all to be completed:

- a) To meet industry standards and as required by the Village Code; and
- b) Within one (1) year from the Effective Date hereof.

2. Re-milling and re-surfacing of the parking lot within two (2) years of the Effective Date.

3. The pylon signs, dumpster enclosures and all site/building lighting must be brought into compliance with Code requirements within three (3) years from the Effective Date.

4. Provision to the Village of a Letter of Credit, in the Code required form, covering the estimated cost of all landscape improvements.

5. Submission of all proposed signage to the Village, via the sign permitting process, for review and approval, with such restrictions as may be applicable.

6. Developer shall obtain all required building permits before commencing any construction.

C. The Subject Property shall be subdivided in accordance with the Preliminary plat of subdivision titled "WATERFALL PLAZA SUBDIVISION" prepared by Vanderstappen Land Surveying, Inc., dated March 20, 2018, provided Developer submits to the Village a Record Plat of Subdivision for review, approval and recording.

SECTION TWO: Landscaping.

Developer shall construct and install all landscaping requirements per the final landscape plan, meeting all Village Codes.

SECTION THREE: Developmental Codes and Ordinances and General Matters.

The development of the Subject Property shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date hereof, or, with respect to codes and ordinances subsequently adopted by the Village for the protection of life, health and safety and applicable to similar commercial buildings Village-wide, as are in existence during development

of the Subject Property. Planning and engineering designs and standards, and road construction and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village, or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Orland Park at such time.

No Final Plat of Subdivision shall be executed to the Village an irrevocable letter of credit (the form of security Developer has elected to provide) in a form satisfactory to and from a bank or financial institution and in an amount as provided for in the Code. Said Letter of Credit is to include all costs related to required landscaping. The Village may, in its discretion, permit the amount of said letter of credit (or such other form of security acceptable to the Village) to be reduced, from time to time, as major public improvements are completed. The Village may also require an increase, from time to time, if the estimated cost of completing the public improvements increases more than 3% per annum.

SECTION FOUR: Impact Requirements.

Developer agrees that any and all dedications, and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents, with access to and use of public utilities, streets, fire protection, and emergency services. Developer further agrees that the contributions, dedications, donations and easements required by this Agreement are uniquely attributable to, reasonably related to, and made necessary by the development of the Subject Property.

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

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

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

SECTION SIX: Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

1. Keith Pekau
Village President

14700 South Ravinia Avenue
Orland Park, Illinois 60462

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

For the Developer:

1. RPOR Investments, LLC
3500 W. Devon Ave., Suite 200
Lincolnwood, Illinois 60712
2. Marut Shah, Esq.
3500 W. Devon Ave., Suite 200
Lincolnwood, Illinois 60712

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

SECTION SEVEN: Signs.

The location of any sign upon the Subject Property shall be in accordance with an approved Signage Plan and the Village's Sign Ordinance, as set forth in the Code, and shall have reasonable setbacks from streets and highways as the interest of safety may require.

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

A. To Effective Date of Agreement.

The Developer, concurrently with the issuance of the building permit, shall reimburse the Village for reasonable attorney's fees incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property.

B. From and After Effective Date of Agreement.

Except as hereinafter provided, upon demand by Village made by and through its President, Developer from time to time shall promptly reimburse Village for all enumerated

reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder.

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

Notwithstanding the immediately preceding paragraph, Developer shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against any party hereto, which relate to the terms of this Agreement, then, in that event, the Developer on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

- (1) Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
- (2) If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Developer on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other reasonable expenses of litigation, incurred by the Village in connection therewith.

In the event a party hereto institutes legal proceedings against any other party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the unsuccessful party all expenses of such legal proceedings incurred by the successful party, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred in connection therewith. Either party may, in its sole discretion, appeal any such judgment rendered in favor of the other party.

SECTION NINE: Warranties and Representations.

The Developer represents and warrants to the Village as follows:

1. Developer is the legal title holder and the owner of record of the Subject Property as indicated on the first page of this Agreement.

2. Developer proposes to develop the Subject Property in the manner contemplated in this Agreement.

3. Other than Developer, no other entity or person has any interest as of the date hereof in the Subject Property or its development as herein proposed.

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

SECTION TEN: Continuity of Obligations.

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

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

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

SECTION TWELVE: Village Approval or Direction.

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

SECTION THIRTEEN: Singular and Plural.

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

SECTION FOURTEEN: Section Headings and Subheadings.

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

SECTION FIFTEEN: Recording.

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

SECTION SIXTEEN: Authorization to Execute.

The officers of Developer executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on their behalf. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. Developer and Village shall, upon request, deliver to each other, at the respective time such entities cause their authorized agents to affix their signatures hereto, copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION SEVENTEEN: Amendment.

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

SECTION EIGHTEEN: Counterparts.

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

SECTION NINETEEN: Curing Default.

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

SECTION TWENTY: Conflict Between the Text and Exhibits.

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

SECTION TWENTY-ONE: Severability.

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

SECTION TWENTY-TWO: Definition of Village.

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

SECTION TWENTY-THREE: Execution of Agreement.

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

VILLAGE OF ORLAND PARK, an
Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

DEVELOPER:

RPOR INVESTMENTS, LLC,
an Illinois limited liability company

By: _____

Its _____
Member/Manager

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

GIVEN under my hand and official seal, this ____ day of _____, 2019.

My commission expires _____

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____, personally known to me to be the member/manager of RPOR INVESTMENTS, LLC, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument as said member/manager of RPOR INVESTMENTS, LLC, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2019.

Notary Public

Commission expires: _____

This document prepared by:
E. Kenneth Friker
On Behalf of the Village of Orland Park
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462

For Recorder's Use Only

**DEVELOPMENT AGREEMENT
(WATERFALL PLAZA
8750 TO 8752 W. 159TH STREET)**

INTRODUCTION

1. This Agreement entered into this _____ day of _____, 2019, (the “Effective Date”), by and among the VILLAGE OF ORLAND PARK, an Illinois municipal corporation (hereinafter referred to as the “Village”), RPOR INVESTMENTS, LLC, an Illinois limited liability company (“Developer”)

2. The Property subject to this Agreement, legal title to which is vested in Developer (excepting such portion as is dedicated to the public), is legally described as follows:

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ABUTTING THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4, AND LYING WEST OF AND ABUTTING THE WESTERLY LINE OF ORLAN BROOK DRIVE, AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET, AND LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF ORLAN BROOK UNIT-2 (EXCEPT THE SOUTH 158.0 FEET THEREOF) ALL IN ORLAND TOWNSHIP, COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 170.0 FEET OF THE SOUTH 158.00 OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ABUTTING THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AND LYING WEST OF AND ABUTTING THE WESTERLY LINE OF ORLAN BROOK DRIVE AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH

STREET, AND LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF ORLAN BROOK UNIT 2, ALL IN ORLAND TOWNSHIP, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS MADE BY AND BETWEEN FORD CITY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 29, 1980 AND KNOWN AS TRUST NUMBER 3376 AND EAST SIDE BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 14, 1979 AND KNOWN AS TRUST NUMBER 1217 CREATED BY THAT CERTAIN EASEMENT AGREEMENT DATED MARCH 15, 1984 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 27062950 OVER THE FOLLOWING DESCRIBED PROPERTY; THE EAST 33.00 FEET OF THE WEST 203.00 FEET OF THE SOUTH 158.00 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ABUTTING THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AND LYING WEST OF AND ABUTTING THE WESTERLY LINE OF ORLAN BROOK DRIVE, AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET, AND LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF ORLAND BROOK UNIT 2, ALL IN ORLAND TOWNSHIP, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A SIGN PYLON CREATED BY THAT CERTAIN EASEMENT AGREEMENT DATED MARCH 15, 1984 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NO. 27062950 MADE BY AND BETWEEN FORD CITY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 29, 1980 AND KNOWN AS TRUST NUMBER 3376 AND EAST SIDE BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 14, 1979 AND KNOWN AS TRUST NUMBER 1217 OVER THE FOLLOWING DESCRIBED PROPERTY: THE EAST 10.00 FEET OF THE WEST 213.00 FEET OF THE SOUTH 24 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ABUTTING THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AND LYING WEST OF AND ABUTTING THE WESTERLY LINE OF ORLAN BROOK DRIVE, AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET, AND LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF ORLAN BROOK UNIT 2, ALL IN ORLAND TOWNSHIP, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR PUBLIC UTILITIES CREATED BY THAT CERTAIN EASEMENT AGREEMENT DATED MARCH 15, 1984 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 27062950 MADE BY AND BETWEEN FORD CITY BANK AND TRUST COMPANY, AS TRUSTEE

UNDER TRUST AGREEMENT DATED SEPTEMBER 29, 1980 AND KNOWN AS TRUST NUMBER 3376 AND EAST SIDE BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 14, 1979 AND KNOWN AS TRUST NUMBER 1217 OVER THE FOLLOWING DESCRIBED PROPERTY: THOSE PORTIONS OF 2 PUBLIC UTILITY EASEMENTS (10 FEET WIDE) AS CREATED BY A DOCUMENT ENTITLED "PLAT OF EASEMENT" RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON AUGUST 4, 1981 AS DOCUMENT 25957953 AND AS SHOWN ON THE PLAT ATTACHED THERETO FALLING WITHIN THE BOUNDARY OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ABUTTING A LINE 170 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 LYING WEST OF AND ABUTTING THE WESTERLY LINE OF ORLAN BROOK DRIVE AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET AND LYING SOUTH OF A LINE 158 FEET NORTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF 159TH STREET, ALL IN ORLAND TOWNSHIP, SAID EASEMENTS BEING THROUGH THE SOUTH 10 FEET AND THE SOUTH 10 FEET OF THE NORTH 14 FEET OF SAID PARCEL, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY CERTAIN EASEMENT AGREEMENT DATED JUNE 18, 1992 AND RECORDED SEPTEMBER 14, 1991 AS DOCUMENT 92680636 MADE BY AND BETWEEN ASSIGNMENT OF MORTGAGE NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1987 AND KNOWN AS TRUST NUMBER 10428-04 ("WATERFALL OWNER") AND FIRST COLONIAL BANK NORTHWEST, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 17, 1988 KNOWN AS TRUST NUMBER 916 ("OUTLOT OWNER") FOR PASSENGER VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, AND PASSENGER VEHICULAR PARKING, OVER, UPON, THROUGH AND ACROSS THE SOUTH 158.0 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ABUTTING THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AND LYING WEST OF AND ABUTTING THE WESTERLY LINE OF ORLAN BROOK DRIVE AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET, AND LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF ORLAN BROOK UNIT 2 (EXCEPT THE WEST 170.0 FEET THEREOF), ALL IN ORLAND TOWNSHIP, IN COOK COUNTY, ILLINOIS.

And

LEGAL DESCRIPTION

THE SOUTH 158.00 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14. TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPLE MERIDIAN. LYING EAST OF AND ABUTTING THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AND LYING WEST OF THE ABUTTING WESTERLY LINE OF ORLAN BROOK DRIVE AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET. AND LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF ORLAN BROOK UNIT 2. (EXCEPT THE WEST 170.00 FT. THEREOF). SAID PROPERTY SUBJECT TO AN EASEMENT OVER THE WEST 33 FT. THEREOF FOR INGRESS AND EGRESS PER DOCUMENT NUMBER 27062950. ALL IN ORLAND TOWNSHIP, COOK COUNTY, ILLINOIS.

PIN: 27-14-300-065-066

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

3. The Subject Property is located at 8750 -8752 W. 159th Street in the Village and consists of approximately 2.6 acres.

4. The Subject Property is zoned BIZ General Business under the Land Development Code of the Village, as amended (the Code") and is proposed to be developed by the Developer as a Planned Development for the existing two (2) lot two (2) building commercial development known as "Waterfall Plaza". As proposed, the Planned Development will subdivide Parcels 1 and 2 of the Subject Property into two (2) lots resulting in each of the two (2) existing buildings being on its own lot. Parcel 3 of the Subject Property will be a separate lot having frontage on both 159th Street and Orlan Brook Drive. The proposed subdivision lot lines mirror the lot lines as originally proposed in 1993. As subdivided, Lot 1 will be at the north portion of the Subject Property and will contain 59,549 square feet and Lot 2 will front 159th Street and will contain 26,860 square feet.

In addition, the Special Use Planned Development will require modifications from Section 6-210 F.4. of the Code to allow parking and drive aisles in the set back between the building and the street within the south set back and within the east set back, which modifications will not apply to any future re-development of the Subject Property. Conditions for the granting of the Special Use Planned Development are further detailed in SECTION ONE, below.

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

RECITALS:

1. The parties hereto desire that the Subject Property be developed as described above, subject to Village codes and ordinances and the terms and conditions as hereinafter set forth in this Agreement.

2. The Developer as owner has petitioned the Village for a Special Use Planned Development permit with modifications approval of the associated site plan as more fully hereinafter set forth.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village, including the filing of petitions by Developer to request the granting of a Special Use Planned Development for the Subject Property and to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such actions as herein provided, including all hearings as are necessary to effectuate the plan of development herein set forth.

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

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

(b) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the granting of the Planned Development Special Use permit with modifications and site plans, pursuant to the terms and conditions of this Agreement;

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

5. The parties hereto have determined that it is in the best interests of the Village and the Developer and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will be in implementation of the comprehensive plan of the Village and will constitute a preservation of environmental values.

6. Developer covenants and agrees that it will execute all reasonably necessary directions and issue all reasonably necessary instructions and take all other action necessary to perform its obligations hereunder.

SECTION ONE: Planned Development Special Use with Modifications, Plan Approval, and Design Standards.

A. The Village, upon the necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, will by proper ordinance cause the above-described Subject Property to be granted a Planned Development Special Use under the Code to

with modifications to allow parking and drive aisles in the set back between the building and the street and within the south and east set backs.

B. The Subject Property shall be developed by Developer substantially in accordance with the Site Plan titled, "SITE PLAN – PD EXHIBIT A" dated November 28, 2018, attached hereto and made a part hereof as "EXHIBIT A" subject to the following conditions:

1. General site maintenance including filing of potholes, repairing and replacing broken curbs, re-sealing and re-striping the parking lot; maintenance of the parking lot, building lighting and landscape improvements (as depicted by EXHIBIT A), all to be completed:

- a) To meet industry standards and as required by the Village Code; and
- b) Within one (1) year from the Effective Date hereof.

2. Re-milling and re-surfacing of the parking lot within two (2) years of the Effective Date.

3. The pylon signs, dumpster enclosures and all site/building lighting must be brought into compliance with Code requirements within three (3) years from the Effective Date.

4. Provision to the Village of a Letter of Credit, in the Code required form, covering the estimated cost of all landscape improvements.

5. Submission of all proposed signage to the Village, via the sign permitting process, for review and approval, with such restrictions as may be applicable.

6. Developer shall obtain all required building permits before commencing any construction.

C. The Subject Property shall be subdivided in accordance with the Preliminary plat of subdivision titled "WATERFALL PLAZA SUBDIVISION" prepared by Vanderstappen Land Surveying, Inc., dated March 20, 2018, provided Developer submits to the Village a Record Plat of Subdivision for review, approval and recording.

SECTION TWO: Landscaping.

Developer shall construct and install all landscaping requirements per the final landscape plan, meeting all Village Codes.

SECTION THREE: Developmental Codes and Ordinances and General Matters.

The development of the Subject Property shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date hereof, or, with respect to codes and ordinances subsequently adopted by the Village for the protection of life, health and safety and applicable to similar commercial buildings Village-wide, as are in existence during development

of the Subject Property. Planning and engineering designs and standards, and road construction and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village, or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Orland Park at such time.

No Final Plat of Subdivision shall be executed to the Village an irrevocable letter of credit (the form of security Developer has elected to provide) in a form satisfactory to and from a bank or financial institution and in an amount as provided for in the Code. Said Letter of Credit is to include all costs related to required landscaping. The Village may, in its discretion, permit the amount of said letter of credit (or such other form of security acceptable to the Village) to be reduced, from time to time, as major public improvements are completed. The Village may also require an increase, from time to time, if the estimated cost of completing the public improvements increases more than 3% per annum.

SECTION FOUR: Impact Requirements.

Developer agrees that any and all dedications, and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents, with access to and use of public utilities, streets, fire protection, and emergency services. Developer further agrees that the contributions, dedications, donations and easements required by this Agreement are uniquely attributable to, reasonably related to, and made necessary by the development of the Subject Property.

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

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

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

SECTION SIX: Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

1. Keith Pekau
Village President

14700 South Ravinia Avenue
Orland Park, Illinois 60462

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

For the Developer:

1. RPOR Investments, LLC
3500 W. Devon Ave., Suite 200
Lincolnwood, Illinois 60712
2. Marut Shah, Esq.
3500 W. Devon Ave., Suite 200
Lincolnwood, Illinois 60712

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

SECTION SEVEN: Signs.

The location of any sign upon the Subject Property shall be in accordance with an approved Signage Plan and the Village's Sign Ordinance, as set forth in the Code, and shall have reasonable setbacks from streets and highways as the interest of safety may require.

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

A. To Effective Date of Agreement.

The Developer, concurrently with the issuance of the building permit, shall reimburse the Village for reasonable attorney's fees incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property.

B. From and After Effective Date of Agreement.

Except as hereinafter provided, upon demand by Village made by and through its President, Developer from time to time shall promptly reimburse Village for all enumerated

reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder.

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

Notwithstanding the immediately preceding paragraph, Developer shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against any party hereto, which relate to the terms of this Agreement, then, in that event, the Developer on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

- (1) Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
- (2) If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Developer on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other reasonable expenses of litigation, incurred by the Village in connection therewith.

In the event a party hereto institutes legal proceedings against any other party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the unsuccessful party all expenses of such legal proceedings incurred by the successful party, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred in connection therewith. Either party may, in its sole discretion, appeal any such judgment rendered in favor of the other party.

SECTION NINE: Warranties and Representations.

The Developer represents and warrants to the Village as follows:

1. Developer is the legal title holder and the owner of record of the Subject Property as indicated on the first page of this Agreement.

2. Developer proposes to develop the Subject Property in the manner contemplated in this Agreement.

3. Other than Developer, no other entity or person has any interest as of the date hereof in the Subject Property or its development as herein proposed.

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

SECTION TEN: Continuity of Obligations.

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

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

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

SECTION TWELVE: Village Approval or Direction.

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

SECTION THIRTEEN: Singular and Plural.

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

SECTION FOURTEEN: Section Headings and Subheadings.

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

SECTION FIFTEEN: Recording.

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

SECTION SIXTEEN: Authorization to Execute.

The officers of Developer executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on their behalf. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. Developer and Village shall, upon request, deliver to each other, at the respective time such entities cause their authorized agents to affix their signatures hereto, copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION SEVENTEEN: Amendment.

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

SECTION EIGHTEEN: Counterparts.

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

SECTION NINETEEN: Curing Default.

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

SECTION TWENTY: Conflict Between the Text and Exhibits.

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

SECTION TWENTY-ONE: Severability.

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

SECTION TWENTY-TWO: Definition of Village.

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

SECTION TWENTY-THREE: Execution of Agreement.

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

VILLAGE OF ORLAND PARK, an
Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

DEVELOPER:

RPOR INVESTMENTS, LLC,
an Illinois limited liability company

By: _____

Its _____
Member/Manager

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

GIVEN under my hand and official seal, this ____ day of _____, 2019.

My commission expires _____

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____, personally known to me to be the member/manager of RPOR INVESTMENTS, LLC, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument as said member/manager of RPOR INVESTMENTS, LLC, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2019.

Notary Public

Commission expires: _____

REQUEST FOR ACTION REPORT

File Number:	2020-0007
Orig. Department:	Board of Trustees
File Name:	Amend Title 7 Chapter 4 - Number of Class C Liquor License - Ordinance

BACKGROUND:

Decrease number of Class C liquor licenses from Eleven (11) to Ten (10) as Sophia's House of Pancakes is not renewing their 2020 liquor license.

BUDGET IMPACT:

REQUESTED ACTION:

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

AN ORDINANCE AMENDING TITLE 7, CHAPTER 4 OF THE ORLAND PARK
MUNICIPAL CODE, REGARDING THE AVAILABLE NUMBER OF CLASS C LIQUOR
LICENSES ISSUED BY THE VILLAGE OF ORLAND PARK, COOK AND WILL
COUNTIES, ILLINOIS

. . B

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

Section 7-4-6 (3) of the Orland Park Municipal Code is hereby amended to decrease the number of Class C licenses issued to make package sales at retail of alcoholic liquor from the premises specified for use and consumption off the premises or surrounding area of said premises where sold, from eleven (11) to ten (10).

SECTION 2

All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed insofar as they conflict herewith.

SECTION 3

This Ordinance shall be effective immediately upon its passage and approval in the manner provided by law.

REQUEST FOR ACTION REPORT

File Number:	2020-0017
Orig. Department:	Village Manager
File Name:	Resolution Expressing Support for Efforts by the Federal Government and the State of Illinois to Stop the Abuse of National and State Telecommunication Networks and Urge the Federal Communications Commission and the Illinois Attorney General to Investigate a Scourge of Vile, Defamatory, and Anonymous Robocalls Inundating Residents of Orland Park, IL.

BACKGROUND:

Per a Trustee Agenda Initiative, at the December 16, 2019 Committee of the Whole meeting, the Village Board directed that a Resolution be drafted and brought forward to the Board of Trustees regarding robocalls.

Attached is a draft Resolution expressing support for efforts by the federal government and the State of Illinois to stop the abuse of national and state telecommunication networks and urge the Federal Communications Commission and the Illinois Attorney General to investigate a scourge of vile, defamatory, and anonymous robocalls inundating residents of Orland Park, IL.

BUDGET IMPACT:

None

REQUESTED ACTION:

I move to recommend adopting a Resolution expressing support for efforts by the federal government and the State of Illinois to stop the abuse of national and state telecommunication networks and urge the Federal Communications Commission and the Illinois Attorney General to investigate a scourge of vile, defamatory, and anonymous robocalls inundating residents of Orland Park, IL.

...T

A RESOLUTION EXPRESSING SUPPORT FOR EFFORTS BY THE FEDERAL GOVERNMENT AND THE STATE OF ILLINOIS TO STOP THE ABUSE OF NATIONAL AND STATE TELECOMMUNICATION NETWORKS AND URGE THE FEDERAL COMMUNICATIONS COMMISSION AND THE ILLINOIS ATTORNEY GENERAL TO INVESTIGATE A SCOURGE OF VILE, DEFAMATORY AND ANONYMOUS ROBOCALLS INUNDATING RESIDENTS OF ORLAND PARK, IL.

...B

WHEREAS, telephones, specifically mobile phones have become a vital part of everyday life and citizens rely on them for ease of communication and accessing information; and

WHEREAS, the abuse of this technology by scam artists and criminals leads to significant disruptions in everyday life and substantial financial losses; and

WHEREAS, the Federal Trade Commission received 4.5 million complaints in 2018 from citizens frustrated with incessant scam callers and robocalls; and

WHEREAS, 30 billion robocalls were made in 2017, a number that is growing from year-to-year; and

WHEREAS, having a phone number registered on the national Do Not Call Registry does little to discourage or stop criminal phone scams; and

WHEREAS, because of the use of false telephone numbers, the frequency of the calls and the inability of agencies to enforce existing laws, the federal government and telecom companies are taking steps to stop the overwhelming flood of fraudulent and unsolicited phone calls that consumers receive; and

WHEREAS, the United States Congress recently passed bipartisan legislation, The Telephone Robocall Abuse Criminal Enforcement Act ("TRACED Act"), aimed at addressing the increasing number of illegal robocalls; and

WHEREAS, the TRACED Act legislation will help find and prosecute robocallers; and

WHEREAS, over the past few years, residents of the Village of Orland Park, IL have been inundated by a scourge of vile, defamatory, and anonymous robocalls, harassing and disturbing residents to breach the peace of the Village; and

WHEREAS, the individuals responsible for these vile, defamatory, and anonymous robocalls are willfully, knowingly, and repeatedly violating existing law with the intent to harass and disturb residents and businesses of Orland Park, and cause harm to residents and businesses of Orland Park, IL, and to cause a breach of the peace; and

WHEREAS, the robocalls have been made to mobile phones without the called parties' prior express consent, and did not include any identifying information of the entity initiating the call; and

WHEREAS, the Village has received a substantial number of complaints from residents and businesses reporting that the robocalls are unsolicited, harassing, disturbing, and causing a breach of the peace.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS that we support all efforts by the federal government and the State of Illinois to stop the abuse of our national and State telecommunication networks by deceitful robocalls and scam callers; and

BE IT FURTHER RESOLVED that we urge the Federal Communications Commission and the Illinois Attorney General to investigate the scourge of vile, defamatory, and anonymous robocalls inundating residents of Orland Park, IL over the past few years; and

BE IT FURTHER RESOLVED, that suitable copies of this resolution be delivered to the Federal Communications Commission Chairman Ajit Pai, Illinois Attorney General Kwame Raoul and to the respective CEOs of top telecommunication companies.

This Resolution shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

REQUEST FOR ACTION REPORT

File Number:	2020-0027
Orig. Department:	Officials
File Name:	John Humphrey Complex 2021 Scheduling

BACKGROUND:

As requested at the December 16, 2019 Committee of the Whole meeting, this matter is being placed on the Board of Trustees Agenda for discussion regarding the scheduling of Pioneers Football at the John Humphrey Complex in 2021.

Attached is the December 16, 2019 staff report regarding 2020 John Humphrey Complex scheduling for reference.

BUDGET IMPACT:

None

REQUESTED ACTION:

I move to approve a motion to approve scheduling the Pioneers Football at the John Humphrey Complex in 2021.



VILLAGE OF ORLAND PARK

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

Department Requested Action

File Number: 2019-0901

Agenda Date: 12/16/2019

Version: 0

Status: PLACED ON FILE

In Control: Committee of the Whole

File Type: MOTION

Agenda Number: 1.

..Title

John Humphrey Complex Renovation Update

History

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.

Construction Process:

Soil borings began on the property on March 22, 2019. Soil boring was conducted to provide a clear and concise picture of the soil profile so V3 could better understand the needs and challenges of the property. The initial project kickoff meeting was held between staff and V3 on April 1, 2019 to begin reviewing the initial design, grading and drainage plans. The proximity to an adjacent storm water basin raised concerns regarding potential for permitting from the Metropolitan Water Reclamation District (MWRD).

The first submittal in the process was sent to MWRD for determination on April 24, 2019. V3 had multiple correspondences with the last submittal being July 2, 2019. Permit approval was issued on July 8, 2019. The MWRD permitting process did not allow commencement of grading on the intended start date; instead the process put the project behind schedule by three months.

The delay did allow the boring samplings to be analyzed providing the soil profiles on May 7, 2019. The results showed that the field 3 outfield had an excessive amount of subsurface peat which was the root cause of the sinking. The on hold timeframe from the permitting process allowed staff and V3 to adjust the drainage and grading plan accordingly to prevent the sinking from becoming a problem again in the future. Once the permit was received on July 8, 2019, and the grading was in full motion, the project continued without delay until October. V3 was able to fine grade and seed just under half of the complex prior to the cold, snow and wet weather developing in October.

The Village and V3 had several exchanges to address the challenges the weather was producing and the likelihood that portions of the project were not going to be completed in 2019. It was determined during those dealings that the remainder of the complex would be seeded with only perennial rye grass solely for the purpose of winter erosion control. The concern was that the weather was too cold, and the blue grass would not germinate and be established enough to survive the winter. The project team agreed the best course of action would be to postpone the blue grass seeding to spring. Paving of the plaza would also be postponed until the spring of 2020, again due to the weather and site conditions.

John Humphrey Complex 2020:

With 2020 on the horizon, staff is preparing for the completion of Phase One (1) of the JHC renovation and the beginning of Phase Two (2). On December 2, 2019, the Board of Trustees approved the budget for fiscal year 2020 which includes Phase Two (2) of the John Humphrey Complex Renovation. Phase Two (2) is the renovation of the JHC concession building. The original intent was to have the complex ready to open for play in the fall of 2020. Staff is progressing on the RFP development for phase two, the concession building renovation for which an accurate timeline for completion has not yet been established.

Parks staff spoke to staff in the Recreation Department to determine when organizations and tournaments begin their scheduling and reservation process for the upcoming season. It was relayed that tournaments begin reserving fields and dates a year in advance and regular local organizations confirm their field allocations in February. Considering the unknown future conditions of the turf areas, the potential that the fields will not be established enough for fall sports to be programmed at the John Humphrey Complex is a possibility.

Staff is recommending that programming at the John Humphrey Complex be withheld until the 2021 season. If the board concurs with deferring opening John Humphrey Complex until 2021, the Village can ensure the product that is being showcased is 100% ready with

the highest quality standards. The Village will also be able to ensure that the concession building renovation is completed; again showing a 100% completed and renovated facility.

From an agronomist perspective, since the bluegrass seeding is not taking place until spring, the new turf will be more susceptible to significant, non-recoverable desiccation. With the high usage rates that Orland Park fields are subjected to, any turf damage takes double or triple the amount of time to recover. In most situations, to obtain a full recovery of the turf, the field or fields will have to be closed and allowed to rest for a period of time.

Fields at John Humphrey Complex (JHC) will be held to the highest industry standard. The soccer fields at Centennial Park are an example of how constant usage can cause turf damage that is seemingly impossible to repair. If the decision is made to postpone the opening of the complex to the spring of 2021, the new turf will have an entire growing season to fully establish a strong, deep and healthy root system making the plants stronger and more resilient to the high stress conditions that sports field turf undergoes.

Financial Impact
None

Recommended Action/Motion

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.

System Message

500 Internal Server Error

There was a problem writing the XML.

Error code: 0x80070002

System Message

500 Internal Server Error

There was a problem writing the XML.

Error code: 0x80070002

System Message

500 Internal Server Error

There was a problem writing the XML.

Error code: 0x80070002

System Message

500 Internal Server Error

There was a problem writing the XML.

Error code: 0x80070002

System Message

500 Internal Server Error

There was a problem writing the XML.

Error code: 0x80070002

System Message

500 Internal Server Error

There was a problem writing the XML.

Error code: 0x80070002

System Message

500 Internal Server Error

There was a problem writing the XML.

Error code: 0x80070002

System Message

500 Internal Server Error

There was a problem writing the XML.

Error code: 0x80070002

System Message

500 Internal Server Error

There was a problem writing the XML.

Error code: 0x80070002

System Message

500 Internal Server Error

There was a problem writing the XML.

Error code: 0x80070002

System Message

500 Internal Server Error

There was a problem writing the XML.

Error code: 0x80070002

System Message

500 Internal Server Error

There was a problem writing the XML.

Error code: 0x80070002

System Message

500 Internal Server Error

There was a problem writing the XML.

Error code: 0x80070002