



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, October 5, 2020

7:00 PM

Village Hall

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. VILLAGE CLERK'S OFFICE

[2020-0672](#) Approval of the September 21, 2020 Regular Meeting Minutes

Attachments: [Draft Minutes](#)

4. PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

[2020-0688](#) Proclamation for Domestic Violence Awareness Month

Attachments: [Proclamation](#)

5. PRE-SCHEDULED CITIZENS & VISITORS

6. ACCOUNTS PAYABLE

[2020-0664](#) Accounts Payable from September 22, 2020, - October 5, 2020 - Approval

Attachments: [AP Listing](#)

7. CONSENT AGENDA

A. [2020-0663](#) Payroll for September 18, 2020 - Approval

Attachments: [Payroll](#)

B. [2020-0660](#) Police Protective Equipment Purchase - Approval

Attachments: [Haven Gear Quote](#)
[Catalog - Price List](#)
[SRT Sole Source Letter](#)

- C. **2020-0674** Avon Air Purifying Respirators - Police Protective Equipment Purchase and Budget Amendment - Approval

Attachments: [Quote](#)
 [Pamphlet](#)

- D. **2020-0669** Assignment of one (1) sworn police officer to the Drug Enforcement Administration (DEA) Task Force, Chicago Division-Approval

Attachments: [Agreement](#)

- E. **2020-0676** Playground Safety Surfacing Installation - Proposal

Attachments: [Homer Industries Proposal](#)
 [Fibar Group HGAC Proposal](#)
 [Parkreation Proposal](#)

- F. **2020-0557** Foreclosed Property Registration - Property Registration Champions

Attachments: [Ordinance](#)
 [Agreement](#)

- G. **2020-0684** PACE 2020 Certification and Assurances - Approval

Attachments: [2020 FTA Certifications and Assurances.pdf](#)

- H. **2020-0648** First Amendment to the Oak Lawn Regional Water System - Ordinance

Attachments: [First Amendment](#)
 [Ordinance](#)

8. HEARINGS 7:00 P.M.

9. PUBLIC SAFETY

10. TECHNOLOGY, INNOVATION AND PERFORMANCE IMPROVEMENT

11. PUBLIC WORKS

12. DEVELOPMENT SERVICES, PLANNING AND ENGINEERING

2020-0677 Stan's Donuts & Coffee - Back-Fill Vacant Restaurant Incentive

Program - Inducement Agreement

Attachments: [Inducement Agreement](#)

[2020-0683](#) Debt Modification/Fine Reduction - 18249 Breckenridge Boulevard

13. PARKS AND RECREATION

[2020-0678](#) Winter/Spring 2021 Recreation & Parks Brochure

14. FINANCE

15. MAYOR'S REPORT

16. OFFICIALS

17. VILLAGE MANAGER'S REPORT

[2020-0680](#) Conservation@Home Program - Chicago Region Trees Initiative

Attachments: [Recruitment Letter](#)

18. NON-SCHEDULED CITIZENS & VISITORS

19. BOARD COMMENTS

20. EXECUTIVE SESSION

A. Approval of Minutes

B. The Purchase or Lease of Real Property for the Use of The Village

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

21. RECONVENE BOARD MEETING

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

22. ADJOURNMENT

DATE: October 5, 2020

REQUEST FOR ACTION REPORT

File Number:	2020-0672
Orig. Department:	Village Clerk
File Name:	Approval of the September 21, 2020 Regular Meeting Minutes

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the minutes of the Board of Trustees Meeting of September 21, 2020.

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Meeting Minutes

Monday, September 21, 2020

7:00 PM

Village Hall

Board of Trustees

Village President Keith Pekau

Village Clerk John C. Mehalek

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

CALL TO ORDER/ROLL CALL

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

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

VILLAGE CLERK'S OFFICE**2020-0644 Approval of the September 8, 2020, Regular Meeting Minutes**

The Minutes of the Regular Meeting of September 8, 2020, 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 September 8, 2020.

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

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

Nay: 0

2020-0645 Orland Park Lions Club - Raffle License

The Orland Park Lions Club is requesting a license to conduct a weekly raffle at Paddy B's located at 11967 West 143rd Street, Orland Park every Friday at 7:00 PM. The purpose of this raffle is to raise funds for community assistance.

Raffle tickets will be sold daily at the Paddy B's location.

I move to approve issuing a raffle license for one year beginning September 22, 2020, expiring September 22, 2021, to the Orland Park Lions Club to conduct a weekly raffle drawing at Paddy B's at 7:00 PM every Friday.

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

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

Nay: 0

PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS**2020-0646 Proclamation in Honor of PLOWS Council on Aging 45th Anniversary**

Mayor Pekau proclaimed September 21, 2020 as PLOWS Day in the Village of Orland Park in honor of their 45th Anniversary.

PLOWS Council on Aging was founded in 1975 servicing various South Suburban Cook County municipalities connecting the senior community of over 60 and their families to information and resources. PLOWS is a 501(c)3 human service organization that provides community services to thousands of individuals in 20 communities within Palos, Lemont, Orland Park, and Worth Townships.

This item was a presentation. NO ACTION was required.

2020-0654 Proclamation Honoring National Public Lands

Mayor Pekau proclaimed September 26, 2020, as National Public Lands Day in the Village of Orland Park.

Public lands provide locally accessible natural and cultural resources for environmental learning, wildlife appreciation and recreation. Land conservation efforts improve access to public lands by urban residents and work to break down the barriers that prevent Americans from actively utilizing their public lands.

This item was a presentation. NO ACTION was required.

ACCOUNTS PAYABLE**2020-0636 Accounts Payable from September 9, 2020, - September 21, 2020 - 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 September 9, 2020, - September 21, 2020, in the amount of \$2,706,097.00

A motion was made by Trustee Healy, 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

CONSENT AGENDA

Passed the Consent Agenda

A motion was made by Trustee Healy, seconded by Trustee Nelson Katsenes, 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

2020-0635 Payroll for September 4, 2020 - 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 September 4, 2020, in the amount of \$1,037,550.26

This matter was APPROVED on the Consent Agenda.

2020-0637 Replacement - 2003 Workhorse Step Van #6002 - Suburban Purchasing Cooperative Award

The 2020 Fiscal Year Budget includes the replacement of one (1) Step Van (#6002) for the Public Works Department. This vehicle is used by the Utilities Division for every water, sanitary, and storm sewer repair including any emergency repairs. The current truck is 18 years old and is well past its life cycle replacement. There have been multiple costly repairs done in the last few years to keep this truck operational. For example, staff has purchased parts off of 'eBay' due to parts no longer being manufactured. In addition, there is no heat for warming during extensive winter operations and emergencies. This is a special order vehicle due to the nature of its intended use, specifically regarding the equipment setup and outfitting of this truck.

The Village will utilize the Suburban Purchasing Cooperative (SPC) Contract #182 to purchase a 2020 Ford F550 Commercial Stripped Chassis with installed step van body and other aftermarket equipment from "Utilimaster" in the amount of \$158,754.00 to replace the 2003 Workhorse Step Van #6002 for the Utilities Division. The SPC contract is from Sutton Auto Group, Matteson, Illinois. The Village benefits from joint purchasing contracts by aggregating purchasing power. Sutton Auto Group can deliver the Commercial Stripped Chassis 14-16 weeks after receipt of the order to Utilimaster. Utilimaster will then perform the build-out of step van, installing all aftermarket equipment, and deliver within 90 days.

I move to approve utilizing the Suburban Purchasing Cooperative pricing and

accept the proposal from Sutton Auto Group, Matteson, Illinois for the purchase of a 2020 Ford F550 Commercial Stripped Chassis with installed step van body and other aftermarket equipment from "Utilimaster", for an amount not to exceed \$158,754.00.

This matter was APPROVED on the Consent Agenda.

2020-0647 Disposal of Village Equipment - Ordinance

The Village's Public Works Department is requesting that the village declare the following items described below and in the ordinance attached to the Board Packet as surplus property and dispose of said items. These items are no longer necessary or useful for the Village of Orland Park. Historically, these types of items do not sell at auction or the selling price is less than the cost of the time and effort by staff to list the item(s).

Property Tag 02351 (Wooden desk)
Property Tag 01854 (Formica desk)
Two (2) wooden desks without property tags

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

I move to pass Ordinance Number 5545, entitled: AN ORDINANCE AUTHORIZING THE DISPOSAL OF MUNICIPAL PROPERTY OWNED BY THE VILLAGE OF ORLAND PARK, ILLINOIS, AS SCRAP.

This matter was APPROVED on the Consent Agenda.

2020-0098 Villas of Cobblestone - Ordinance for a Special Use Permit for a Residential Planned Development with Modifications and Rezoning

On May 4, 2020, the Village Board of Trustees approved a Site Plan, Elevations, Landscape Plan, Subdivision, Rezoning, and Special Use Permit for a Residential Planned Development with Modifications to the Land Development Code for the Villas of Cobblestone, a residential development located on a 3.97-acre site located at 8010-8030 W. 143rd Street.

The proposed project includes the construction of eighteen (18) dwelling units within nine (9) duplex buildings. The project entails subdividing the two (2) existing lots into an eleven (11) lot subdivision, the construction of a new public street (142nd Place) to be dedicated to the Village of Orland Park, a privately owned and maintained detention pond on Outlot A, and a small private park measuring approximately 5,775 square feet in size on Outlot B. The subject property will be zoned from E-1 Estate Residential District to R-4 Residential District.

This is now before the Village Board of Trustees for consideration of the ordinance for the Rezoning and the Special Use Permit for a Residential Planned Development with Modifications.

I move to pass Ordinance Number 5546, entitled: ORDINANCE REZONING CERTAIN REAL ESTATE FROM E-1 ESTATE RESIDENTIAL DISTRICT TO R-4 RESIDENTIAL AND GRANTING A SPECIAL USE WITH MODIFICATIONS FOR A RESIDENTIAL PLANNED DEVELOPMENT (VILLAS OF COBBLESTONE - 8010-8030 W. 143RD STREET)

This matter was APPROVED on the Consent Agenda.

2020-0573 Megan Nicole Ridge - 13201 88th Avenue - Authorizing Annexation Agreement - Ordinance

On July 6, 2020, the Village Board of Trustees approved the Site Plan, Rezoning, Plat of Subdivision, Preliminary Landscape Plan, and Variances for the Megan Nicole Ridge subdivision located at 13201 88th Avenue, subject to annexation into the Village.

On September 8, 2020, the Village Board adjourned a public hearing on the Annexation Agreement for the property located at 13201 88th Avenue in unincorporated Cook County (PIN 23-35-300-040-0000 and 23-35-300-041-0000). The parcels to be annexed are generally located at the northeast corner of 88th Avenue and Beverly Lane. The petitioner requests annexation into the Village of Orland Park to construct nine (9) single-family homes and a detention pond outlot within a 3.11-acre subdivision. The property will be rezoned to the R-3 Residential District, subject to annexation into the Village.

Attached to the Board Packet is a draft Annexation Agreement for the Megan Nicole Ridge subdivision, which sets forth terms and conditions for the annexation of the property located at 13201 88th Avenue located in unincorporated Cook County.

I move to pass Ordinance Number 5547, entitled: ORDINANCE AUTHORIZING ANNEXATION AGREEMENT (MEGAN NICOLE RIDGE - 13201 S. 88TH AVENUE).

This matter was APPROVED on the Consent Agenda.

2020-0649 Lexington Insurance Company Release and Settlement Agreement

This claim stems from litigation as a result of McGreal v. Village of Orland Park, various co-defendant police officers and Police Chief McCarthy. Based on the pleadings in that case, the officers were entitled to their own defense counsel (conflict counsel). After the matter concluded, in the Village's favor (and co-defendant's favor), CCMSI began attempts to recover back from Lexington Insurance those monies paid for legal representation, above the Village's self-insured retention. Lexington had issued a policy containing general liability coverage to the Village.

With the approval of the Village Board back in 2019, the Village retained attorney Jennifer Turiello at Peterson, Johnson & Murray in Chicago, IL to assist with

recovery attempts. With attorney Turiello's assistance, and dealing with a new claim rep at Lexington, The Village finally received a final negotiated offer of reimbursement from Lexington in the amount of \$490,000 (four hundred ninety thousand dollars).

Staff recommends acceptance of the final offer from Lexington in the amount of \$490,000 (four hundred ninety thousand dollars).

I move to approve to the Village Board of Trustees to accept the Lexington Insurance Company Release and Settlement Agreement for a one-time recovery payment of 490,000.00 (four hundred ninety thousand dollars).

And,

Authorize the Village President to execute the Release Settlement Agreement.

This matter was APPROVED on the Consent Agenda.

PUBLIC WORKS

2020-0643 Stormwater Basin Improvement Program Amendment

There are over 550 stormwater basins (detention ponds) in the Village that are part of the overall stormwater management system. Designed and constructed with the individual subdivisions, the basin's primary function is to serve as a critical component of the Village's stormwater management system because developments add more impervious runoff surfaces like parking lots, sidewalks, and roofs. Without these ponds, this extra water would be introduced into streams/creeks faster, increasing flow and would damage natural streams/creek drainage; increasing flooding on properties downstream. The ponds serve as a way to collect the water and slowly release to the same streams/creeks. They also serve a vital role to protect homes around the pond from flooding issues. While there is a secondary benefit for residents to have a water view, the main reason they are in place is for stormwater management.

Approximately 170 of the aforementioned stormwater basins are maintained by the Village. As the functionality of each basin is directly related to the stormwater sewer system, the responsibility for maintenance and management of the ponds has resided with the Village Public Works Department. Over \$500,000 is invested each year in maintaining and upgrading these facilities.

In February 2011, the Public Works and Engineering Committee and PW Staff presented a strategy for a structured program to review and improve stormwater basins. These efforts resulted in the establishment of the Village's Basin Best Practices Program. The broad goals of this program include:

1. Establish a comprehensive and consistent Village-wide approach to basin and basin shoreline management;
2. Provide consistency in expectations among all stakeholders;

3. Utilize the right resources at the right time provided by the best-qualified parties;
4. Follow industry best practices for ecological restoration and maintenance.

Prior to the establishment of the Basin Best Practices program, there had been varying levels of stormwater basin maintenance and management performed by different contractors, and a comprehensive strategy had not been developed. The Basin Best Practice programs unified the approach to basin management by utilizing Best Management Practices for the restoration and stabilization of stormwater basin shorelines. At the onset of the program, twenty-four (24) ponds were identified as primary ponds in need of shoreline restoration due to various factors, primarily erosion. The program has since grown to include thirty-seven (37) shoreline restoration projects, which the Village actively manages with the assistance of qualified ecological restoration contractors.

SHORELINE RESTORATION PROJECTS

The primary approach that the Village utilizes for shoreline restoration projects involves the use of native vegetation versus "hard edge" techniques such as sheet piling or stone riprap, which can be costly to install and maintain and lack the environmental benefits and aesthetics of more natural solutions. Native grasses/forbs have been proven to provide excellent means of erosion control and have been shown to filter out nutrient and sediment runoff from adjacent land, which contributes to improved water quality and lowered algae growth. The USEPA, US Army Corps of Engineers, the Morton Arboretum and the Chicago Botanic Garden utilize native plantings as a key component of current shoreline stabilization projects.

The main benefits to shoreline restoration projects are:

- Protect shorelines from erosion.
- Provide and improve habitat for fish and other wildlife.
- Improve water quality and filter nutrients/sediments.
- Attract natural wildlife.
- Increase shoreline stability.
- Have been shown to be more resilient than hard-edge shorelines over time, reducing future maintenance costs.

The Basin Best Practice Program also encourages the reduction of turf mowing areas around the stormwater basins throughout the Village. Turfgrass provides little to no erosion control, contributes to rills (shallow channel cut into soil by the erosive action of flowing water), bare spots, mower wheel tracks and toe of slope scour which are often observable at locations where turfgrass is present at the shoreline. These symptoms are signs of existing or future erosion and sediment control problems that cause water quality degradation and potentially impact the stormwater function and aesthetics of the basin if not addressed.

Shoreline restoration projects include an establishment period, in which existing

turfgrass, invasive vegetation is removed, and the establishment of native plant species begins. Occasional regrading of pond slopes also occurs at sites where substantial erosion or scouring has previously occurred (as is the case with Eagle Ridge Pond #4). As restoration plantings typically take years to become established, a multi-year stewardship (maintenance) program follows the establishment period. Shoreline stewardships include the control of invasive woody and herbaceous flora through cultural methods, physical removal, or the application of appropriate herbicides.

It should be noted that the Village's Land Development Code currently requires a minimum of 15 of native shoreline plantings, also known as bufferyards, around all new stormwater basins (Section 6-305.D.8), with the intent of establishing resilient shorelines with water quality benefits and helping avoid the need for future restoration projects. A turf grass shoreline is no longer permitted nor installed in restoration projects. The same strategy is utilized, regardless of the pond location because the erosion and water quality issues are the same whether a pond is highly visible or not. While the initial aesthetic change can be a difficult adjustment, most times the surrounding properties come to enjoy the new naturalized aesthetic more than an artificial turf edge.

EAGLE RIDGE STORMWATER BASIN (POND #4)

Since 2017, Village Staff have been requested on numerous occasions to inspect the shoreline and water quality at Eagle Ridge Pond #4 by residents. On-site inspections revealed that the pond had experienced a scour around the pond edge and substantial erosion was present. Resident complaints have continued since that time regarding the condition of the shoreline and the water quality of the pond. Resident concerns, staff observations, and consultant inspections regarding the pond and its shoreline ultimately informed the decision to implement a shoreline restoration project at Eagle Ridge Stormwater Basin (Pond #4).

In Spring, 2020, Parks staff solicited proposals from four (4) ecological restoration contractors to restore and maintain the pond shoreline. V3 Companies provided the most economical and comprehensive approach to the pond erosion issues and were awarded the contract to restore the pond.

On July 27, 2020, a letter was sent to residents whose properties adjoined the pond informing them that a shoreline restoration project was scheduled to begin at Eagle Ridge Pond #4 in August 2020.

As part of this project, the Village is committed to maintaining the best possible aesthetics by:

- Selecting plantings that will remain as low as possible to maintain visibility of the water
- Planting species with aesthetics and functionality in mind
- Using plantings that are commonly used nationwide for shoreline restoration projects

- Using many of the same planting species used approximately 1/10th mile from the subdivision at the Orland Grasslands ER4 Pond
- Installing (2) outcropping areas for fishing to maintain access to the pond.

CURRENT PLAN

Build a Shoreline Buffer

Lawn grass along shorelines produces a trifecta of problems:

1. Lawn grass planted right to the edge of a pond acts like a big, green welcome mat for rain washed chemicals, road salts, and lawn fertilizers (which encourage pond algae to grow).
2. Lawn grass also provides the perfect habitat for Canada Geese. They feel safest when there's a clear path between the pond and the shore.
3. Thin, short grassroots are no defense against shoreline erosion.

Because of the challenges with lawn grass, the current plan is to continue with removing the grass around the pond and replacing it with a shoreline buffer of native plants. It is a sustainable solution that can address all of these problems:

- Native plant foliage and root systems filter out pollutants before they reach the pond.
- Canada Geese fear potential predators may be lurking among the tall shoreline foliage-so they will abandon the pond.
- These plants' extensive fibrous root systems prevent shoreline erosion by holding the soil.
- Native plants do not require weekly mowing or watering.

Alternative Option: Stormwater Facility Transfer Program

1. The Village will reallocate the funds that were intended for native plantings to the HOA once the HOA takes ownership of the pond and administer required pond stabilization improvements. Anything above the cost of native plantings will be the responsibility of the HOA.
2. The HOA has to maintain the pond in perpetuity.
3. The HOA will need to meet Village and MWRD requirements.
4. An SSA will be established as a backup in case the HOA does not maintain the pond.

Additional Considerations Regarding Alternative Option;

The MWRD permit for the Eagle Ridge Pond includes plans that show the shoreline planted with vegetation, referring to pages 13-20 on the 404 Permit Application attached to the Board Packet. The pond was originally planted as per the approved plans, but the plantings were not maintained, and turf grass eventually replaced the shoreline vegetation.

Additionally, the "Long Term Maintenance Plan" for the pond was included with the MWRD permit, which states, "This program is being established for the purpose of perpetuating the success of the plantings that have been installed and to insure that quality habitats form while denying a major foothold to invasive wetland

plants.”

As the Village was the “Permitee” on the 1993 MWRD application for the establishment of the pond (stormwater basin), if ownership is transferred from the Village to the HOA, in the eyes of the MWRD the Village would still ultimately be responsible for the maintenance of the pond. Since the native planting slope stabilization is the most economical and environmental option, the SSA would be required in order to ensure that MWRD requirements are being met.

The Village currently mows the grass around the Eagle Ridge 4 pond, and treats the pond for algae/aquatic weeds twice a month. If the HOA took over ownership of a pond, the Village would discontinue providing those services.

Village Manager George Koczwara and member of the Open Lands Commission Lue Mule presented information regarding this matter. (refer to audio)

President Pekau asked those who wanted to speak on this matter to come forward. (refer to audio)

The following residents addressed the Board regarding this matter. (refer to audio)

- Paul Owesok
- Terry McQueen
- Angelo Lambrose
- Uda Vijjanis
- Timothy Childers
- Cindy Spika

Trustee Katsenes had questions. (refer to audio)

Village Manager Koczwara, Loue Mule and Public Works Director Joel Van Essen responded to Trustee Katsenes. (refer to audio)

President Pekau had comments. (refer to audio)

Trustee Healy had comments. (refer to audio)

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

Village Manager Koczwara, Director Van Essen and President Pekau responded to Trustee Fenton. (refer to audio)

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

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

Trustee Katsenes had questions. (refer to audio file)

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

Trustee Calandriello had comments. (refer to audio)

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

Director Van Essen, Trustee Fenton and Village Manager Koczwara responded to Trustee Milani. (refer to audio)

President Pekau had comments. (refer to audio)

Trustee Dodge had additional comments and made a motion to table the this item. (refer to audio)

The motion was seconded by Trustee Fenton. (refer to audio file)

Trustees Dodge, Fenton and Calandriello stated "AYE". Trustees Healy, Katsenes, Milani and President Pekau stated "NAY". The motion was not tabled. (refer to audio)

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

Village Manager Koczwara, Engineering Programs and Services Director Khurshid Hoda and Lou Mule responded to President Pekau. (refer to audio)

I move to approve amending the 2011 plan to incorporate the Stormwater Transfer Program.

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

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

Nay: 1 - Trustee Dodge

2020-0650 Roof Repairs at Public Works Building - Co-Op Proposals

Repairs to the roofs above the Vehicles and Equipment (V&E) garage and Administration (Admin) offices at the Public Works building are overdue, as demonstrated by recent on-site roof assessments and an infrared roof survey ("Infrared and Nuclear Moisture Survey") that were conducted in August 2020. The on-site assessment identified several areas of concern on both the Admin and V&E roofs. The infrared survey identified three (3) areas where wet insulation was present.

Following the roof assessments, Public Works staff coordinated with Tremco Incorporated, via their affiliated construction services company "Weatherproofing Technologies, Inc (WTI)", to establish a scope of work and solicit proposals to repair these two (2) roofs via Omnia Partners National Intergovernmental Purchasing Alliance (NIPA) Contract No. 180903-305537 Roofing Products and Services. The scope of work and results of the roof assessment are attached to the Baord Packet as exhibits to this report.

Tremco/WTI is a lead agency for OMNIA Partners, which is a national cooperative purchasing organization for state and local governments, K-12 education, colleges and universities. All agreements offered through OMNIA Partners have been awarded via a thorough Request for Proposal (RFP) competitive solicitation by a public agency / governmental entity (e.g., state, city, county, public university or school district).

A summary of the proposals received is provided below:

Malcor Roofing of Illinois, Inc. - \$352,350.00
Solaris Roofing Solutions, Inc. - \$388,500.00
Knickerbocher Roofing and Paving Co. - \$399,825.00
Korellis Roofing, Inc. - \$534,955.00

Contractors for all proposals included a \$4,000 contingency for unforeseen needed repairs associated with the roof repair system; therefore, an additional contingency amount is not requested. Based on the lowest submitted proposal cost, Staff recommends approving the proposal from Malcor Roofing of Illinois, Inc., of St. Charles, IL, for an amount not to exceed \$352,350.00.

President Pekau had comments. (refer to audio)

I move to approve awarding the proposal titled "Proposal for 2020 Roofing Improvements - Administration and V&E Roofs", dated 09/16/2020, to Malcor Roofing of Illinois, Inc., of St. Charles, IL, for an amount not to exceed \$352,350.00 through the NIPA joint purchasing contract #180903-305537.

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

DEVELOPMENT SERVICES, PLANNING AND ENGINEERING

2020-0652 Pete's Fresh Market - Inducement Agreement

Pete's Fresh Market is a family-owned and operated retail grocery store. Pete's

provides fresh produce and thousands of top quality groceries and imports, including a wide array of international, gluten-free, and organic products. Each store has a full service kitchen, bakery, and deli. They currently operate 16 different locations around the Chicagoland area.

The proposed project includes the redevelopment of the former Art Van building into an approximately 65,000 square foot, full service Pete's Fresh Market grocery store. The store is to be located at 15080 South La Grange Road. Pete's has not formally petitioned but is working with staff on a preliminary basis.

Pete's has requested a sales tax sharing Inducement Agreement with the Village of Orland Park to assist with their proposed project. Pete's would receive 50% of the sales tax generated at their store for 10 years up to a maximum amount of \$3,000,000. The following is a summary of the proposed terms:

Pete's Fresh Market Grocery Store Project Build-out - anticipated to be approximately \$12,000,000.

50% sharing of sales tax.

Ten-year term - this is consistent with previous Inducement Agreements.

Job Creation/Retention (165 full and part time jobs).

The proposed Inducement Agreement is attached to the Board Packet.

The planned opening of Pete's Fresh Market in Orland Park is Spring 2022.

Trustee Katsenes had comments. (refer to audio)

Stephanie Dremonas of Pete's Fresh Market presented information to the Board regarding this matter. (refer to audio)

Trustee Fenton had comments. (refer to audio)

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

Village Manager George Koczwara and Stephanie Dremonas responded to Trustee Dodge. (refer to audio)

President Pekau had comments. (refer to audio)

I move to approve a sales tax sharing Inducement Agreement with Pete's Fresh Market as outlined above and to be incorporated into their final Development Agreement, pending approval of the zoning, special use, and building permits.

A motion was made by Trustee Nelson Katsenes, 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

FINANCE

2020-0491 Budget Adjustments 3rd Quarter 2020 (#2) - Approval

A detailed spreadsheet (by fund) reflecting budget adjustments is attached to the Board Packet showing an increase in expenditures of \$100,000.

An increase in expenditures in the General Fund is requested for expenses related to the purchase of Police protective gear in the amount of \$80,000, Architect fees for the Board Room Redesign in the amount of \$13,500 and increased costs for the Senior newsletter in the amount of \$20,000. A General Fund transfer of funds from the Clerk's office to the Village Manager's office in the amount of \$1,900 for the Konica Minolta MFP. A decrease in expenditures in the Recreation and Parks Fund is requested for consulting services expenses of \$13,500 which are being transferred to the general fund for Board Room architect fees.

Trustee Fenton had questions. (refer to audio)

Finance Director Kevin Wachtel and Village Manager George Koczwara responded to Trustee Fenton. (refer to audio)

Trustee Dodge had questions. (refer to audio)

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

Trustee Katsenes and Trustee Calandriello had comments. (refer to audio)

I move to approve an increase to the FY2020 expenditure budget of the General Fund in the amount of \$113,500 and an decrease in the FY2020 expenditure budget in The Recreation and Parks Fund in the amount of \$13,500.

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

MAYOR'S REPORT

2020-0653 2020 Brewfest Additional Date

The Recreation Department successfully hosted the Orland Park Brewfest on September 21, 2019 at Crescent Park under a large tent. The 2019 Brewfest had 356 attendees.

As of September 17, 2020, the Brewfest was sold-out with 212 attendees. Because of recent State-imposed restrictions, the Village had to reschedule the September 17, 2020 Brewfest. As part of the rescheduling, a second date should be added in order to accommodate public interest.

Village Manager George Koczwara presented information regarding this matter. (refer to audio)

Village Attorney Dennis Walsh and Attorney Jason Guisinger had comments regarding this matter. (refer to audio)

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

Director of Recreation and Parks Ray Piattoni and Attorney Guisinger responded to Trustee Dodge. (refer to audio)

President Pekau had questions. (refer to audio)

Attorney Guisinger responded to President Pekau. (refer to audio)

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

Attorney Guisinger and President Peakau responded to Trustee Healy. (refer to audio)

Trustee Katsenes had a question. (refer to audio)

Attorney Guisinger responded to Trustee Katsenes. (refer to audio)

Trustee Calandriello had a question and comments. (refer to audio)

Director Piattoni responded to Trustee Calandriello. (refer to audio)

Trustee Milani had a comment. (refer to audio)

President Pekau had comments. (refer to audio)

I move to approve a second date of tickets be made available to the general

public for the 2020 Brewfest.

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

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

Nay: 1 - Trustee Calandriello

VILLAGE MANAGER'S REPORT

2020-0599 Agenda Initiative - COVID related Public Information Signs Used Village-wide

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

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

Proposed Initiative

Prior to the September 8, 2020, Committee of the Whole meeting, Trustee Dodge requested an item be brought to the Board to review COVID related public information signs used village-wide.

At the September 8, 2020, Committee of the Whole meeting, the Village Board of Trustees elected to move forward on exploring options for COVID-19 signage. Based on the Village Board's feedback, staff designed a new informational sign and has included a mockup for review. Additionally, staff solicited cost estimates to produce the signs and have them strategically placed throughout the Village. Utilizing staff for installation, the cost would not exceed \$1,100.00 to fully execute the produce and install 100 signs at the main entrance of Village-owned park and Village facilities.

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

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

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

Trustee Dodge had additional comments. (refer to audio)

Trustee Milani had additional comments. (refer to audio)

Trustee Dodge had additional comments. (refer to audio)

Trustee Fenton, Trustee Katsenes and President Pekau had comments. (refer to audio)

I move to approve authorizing the Village Manager to proceed implementing the Trustee Initiative - sign campaign (COVID related Public Information Signs Used Village-wide).

A motion was made by Trustee Dodge, 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

2020-0641 Trick or Treat Guidelines

Per Section 8-5-3-3 of the Village code, Halloween trick or treating is permitted only on October 31 of each calendar year between the following hours:

- If October 31 is a Sunday, Monday, Tuesday, Wednesday or Thursday, from 2:00 p.m. to 7:00 p.m.
- If October 31 is a Friday or Saturday, from 2:00 p.m. to 8:00 p.m.

This year, due to COVID-19, the Village has prepared a plan to accommodate a safe Halloween experience for both participants and non-participants.

The following are the proposed recommendations to be utilized during this years' celebrations.

1. If you would like to refrain from passing out candy this year, The Village has created a specific sign that can be hung on your front door or in a front window, that will signify that you are not welcoming Trick or Treaters to ring your doorbell. This sign can be picked up at Village Hall during normal business hours, or you can print your own by visiting and downloading directly from the Village website. We ask that Trick or Treaters respect the sign postings and the wishes of those homeowners by bypassing any residence where such a sign is posted.
2. We ask that Trick or Treaters, as well as homeowners, consider wearing an appropriate COVID-19 mask when interacting with each other.
3. Please do not leave bowls of candy outside for multiple people to put their hands in.
4. The Cook County Health Department is very concerned about large gatherings taking place. Please consider this when making your plans.
5. For those seeking a non-contact activity, the Recreation and Parks Department are sponsoring a Halloween House decorating contest. All displays will be judged

and photographed on Monday, Oct. 26 at dusk. Two prizes will be awarded - Best Overall and People's Choice (voted by the most "likes" on social media the week of Oct. 27-29). The winners will also be awarded a sign to proudly display in their front yard! Winners will be announced on Oct. 30. Registration deadline is Friday, Oct. 16.

Village Manager George Koczwara reported on this matter. (refer to audio file)

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

The Board was in consensus to move forward with these guidelines. (refer to audio file)

Discussion Only

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

NON-SCHEDULED CITIZENS & VISITORS

Resident Rolland Pirucki addressed the Board regarding SkyZone. (refer to audio)

Chief of Police Joseph Mitchell and President Pekau provided information regarding crimes in Orland Park. (refer to audio)

President Pekau and Village Attorney Dennis Walsh had comments regarding SkyZone. (refer to audio)

Resident Tracey Pirucki addressed the Board regarding SkyZone. (refer to audio)

President Pekau responded her comments. (refer to audio file)

BOARD COMMENTS

Trustees Fenton, Dodge, Healy, Katsenes, Milani and President Pekau had Board comments. (refer to audio)

EXECUTIVE SESSION

I move to recess to a Closed Executive Session for the purpose of discussion of a) approval of minutes; b) 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 Nelson Katsenes, 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

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) pending litigation against, affecting or on behalf of the village or when found by the board that such action is probable or imminent.

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

ADJOURNMENT

2020-0671 Audio Recording for September 21, 2020 Board of Trustees Meeting

NO ACTION

/AS

Respectfully Submitted,

John C. Mehalek, Village Clerk

REQUEST FOR ACTION REPORT

File Number:	2020-0688
Orig. Department:	Officials
File Name:	Proclamation for Domestic Violence Awareness Month

BACKGROUND:

Mayor Pekau proclaims October 2020 as Domestic Violence Awareness Month in the Village of Orland Park.

Domestic violence is a pattern of controlling behaviors, including physical violence, emotional, mental, and sexual abuse, that one partner uses to gain power over the other. Domestic violence does not discriminate against any group of individuals but eighty-five percent (85%) of domestic violence victims are women and are assaulted or beaten every 9 seconds in the US. Research shows that by creating communities where people are connected, supportive and care for one another incidents of domestic violence can be reduced.

Mayor Pekau and the Village of Orland Park Board of Trustees urge all Orland Park residents to become involved in efforts to prevent and respond to domestic violence and recognize the impact of domestic violence in our community.

BUDGET IMPACT:

REQUESTED ACTION:

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

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



TRUSTEES

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

PROCLAMATION IN RECOGNITION OF OCTOBER 2020 AS DOMESTIC VIOLENCE AWARENESS MONTH

Whereas, domestic violence remains a pervasive issue across the United States and the world with implications for personal and community health; and

Whereas, domestic violence does not discriminate and touches all communities regardless of age, race, disability, gender identity, or socioeconomic status; and

Whereas, considering medical expenses, lost productivity, legal costs, and property loss and damage, domestic violence costs victims nearly \$82,000 over their lifetime and collectively costs the United States \$3.6 trillion; and

Whereas, research shows that by creating communities where people are connected, supportive and care for one another incidents of domestic violence can be reduced; and

Whereas, every day in Orland Park, individuals and organizations play a part in supporting people impacted by domestic violence, providing services including therapeutic, legal, educational, housing, advocacy, and medical services.

NOW, THEREFORE BE IT RESOLVED, that Mayor Pekau and the Village of Orland Park Board of Trustees hereby proclaim October 2020 as Domestic Violence Awareness Month in Orland Park, IL and urge all residents to become involved in efforts to prevent and respond to domestic violence and recognize the impact of domestic violence in our community.

Dated this 5th day of October, 2020

Keith Pekau, Village President
Village of Orland Park

DATE: October 5, 2020

REQUEST FOR ACTION REPORT

File Number:	2020-0664
Orig. Department:	Finance Department
File Name:	Accounts Payable from September 22, 2020, - October 5, 2020 - Approval

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Accounts Payable from September 22, 2020, - October 5, 2020, in the amount of \$4,204,569.40

Village of Orland Park Open Item Listing

Run Date: 09/30/2020 User: bobrien

Status: POSTED Due Date: 10/06/2020

Bank Account: BMO Harris Bank-Vendor Disbursement

Invoice Type: Auto Pay,Check Request,CDRefunds,Utility-General,OPHFC,Payroll,Payroll-Auto Pay,PCard Statement,Petty Cash,Retainage,Standard,Utility-Telecom,Utility-Refund Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 15199 : AA CAD SERVICES	2020-002	I20-005797	20-000920	09/21/2020	1	Village Hall CAD Files, Three Floors submitted on March 13, 2020	010-1600-432800	\$ 2,000.00
	2020-002	I20-005797	20-000920	09/21/2020	2	Village Hall - Display Boards, CAD Files	010-1600-432800	\$ 500.00
[VENDOR] 14409 : ADESTA LLC	CSINV0009756	I20-005564	20-001633	09/16/2020	1	Midwest Fiber locating - June	031-6001-442990	\$ 6,332.78
[VENDOR] 2780 : AIRY'S, INC.	24068	I20-005574	20-001626	09/16/2020	1	Furnish and Install 21" RCP	031-6007-470500	\$ 6,984.00
	24068	I20-005574	20-001626	09/16/2020	2	Furnish and Install 60" Manhole	031-6007-470500	\$ 8,332.00
	24085	I20-005575	20-001684	09/16/2020	1	Crystal Springs Lift Station Piping Replacement - Total Labor	031-6003-443200	\$ 4,128.28
	24085	I20-005575	20-001684	09/16/2020	2	Crystal Springs Lift Station Piping Replacement - Total Material	031-6003-443200	\$ 656.08
	24085	I20-005575	20-001684	09/16/2020	3	Crystal Springs Lift Station Piping Replacement - Total Equipment	031-6003-443200	\$ 811.77
	24074	I20-005816	20-001435	09/23/2020	1	Centennial West Park (Toilet 1)	283-4003-443100	\$ 11,175.00
	24074	I20-005816	20-001435	09/23/2020	2	Centennial Ball Field 9 (Toilets 2)	283-4003-443100	\$ 8,300.00
[VENDOR] 11508 : AMERICAN TECHNOLOGY SOLUTIONS	10193-94	I20-005903	20-000777	09/29/2020	1	ATS MyPayStub online services - 7/10-8/21/20	010-1600-442850	\$ 361.50
[VENDOR] 7874 : AMPEST EXTERMINATING & WILDLIFE CONTROL	81815	I20-005652	20-000141	09/18/2020	1	Pest Control - Monthly service - Splx	010-1700-432910	\$ 231.00
	81817	I20-005653	20-000141	09/18/2020	1	Pest Control - Centennial Park baseball concession stands	010-1700-432910	\$ 78.00
	81818	I20-005654	20-000141	09/18/2020	1	Pest Control - Centennial Park Pool Concession Stand	010-1700-432910	\$ 78.00
	82228	I20-005893	20-000141	09/29/2020	1	Pest Control - Monthly service - PW Shed/Old Salt Bldg	010-1700-432910	\$ 128.00
	82285	I20-005894	20-000141	09/29/2020	1	Pest Control - Monthly Service - PD	010-1700-432910	\$ 148.00
[VENDOR] 9999999.367 : ANNA BRANNIGAN	09102020	I20-005546		09/10/2020	1	Refund credit balance final bill	031-0000-229100	\$ 214.04
[VENDOR] 3333333.2975 : ANTONETTE ENGLLEHART	09102020	I20-005514		09/10/2020	1	Mailbox reimbursement for 15600 Brassie Dr	010-5002-461990	\$ 126.88
[VENDOR] 12551 : AUSTIN TYLER CONSTRUCTION, INC.	5	I20-005818	20-000933	09/23/2020	1	RIP - Sidewalk Gap - 7/3-9/2/20	054-0000-471500	\$ 9,875.00
	5	I20-005818	20-000933	09/23/2020	2	Road Improvement Project - 7/3-9/2/20	054-0000-471250	\$ 819,655.13
[VENDOR] 11438 : B & J TOWING INC	17515	I20-005812	20-000003	09/23/2020	1	IDOT safety inspections - August	010-5006-443400	\$ 50.00
[VENDOR] 14802 : BDO USA, LLP	001353640	I20-005788	20-000776	09/22/2020	1	MICROSOFT NPS AND MFA AUTHENTICATION CONFIGURATION AND IMPLEMENTATION SERVICES	010-1600-432800	\$ 370.00
[VENDOR] 1094 : BEACON ATHLETICS	0520730-IN	I20-005662	20-000929	09/18/2020	1	Goal Post Padding #320-245-019 Color Red	283-4003-461600	\$ 2,790.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	0520730-IN	I20-005662	20-000929	09/18/2020	2	Discount	283-4003-461600	\$ -100.00
	0520730-IN	I20-005662	20-000929	09/18/2020	3	Freight	283-4003-461600	\$ 342.00
[VENDOR] 12599.497 : BEECHEN & DILL HOMES	CD-000443	I20-005680		09/17/2020	1	Refund Temp CO BP-19-01214 13879 Creek Crossing Drive	010-0000-223130	\$ 4,750.00
[VENDOR] 2130 : BELSON OUTDOORS, INC.	186993	I20-005923	20-001630	09/29/2020	1	Recycled Plastic Trail Bench, 6' Length, Portable Mount GR Gray Bench Discunt Applied Model #P-260	283-4003-460180	\$ 3,900.00
	186993	I20-005923	20-001630	09/29/2020	2	Shipping	283-4003-460180	\$ 603.64
[VENDOR] 15116 : BOUND TREE MEDICAL LLC	83754459	I20-005711	20-001587	09/21/2020	1	Full Face Shield, Elastic Strap 24/BX Item #: 1031-03101	010-1700-460290	\$ 187.45
[VENDOR] 11519 : BRINK'S INCORPORATED	11294875	I20-005715	20-000244	09/21/2020	1	Armored transportation for Sportsplex - September	283-4007-442900	\$ 276.25
	11294875	I20-005715	20-000244	09/21/2020	2	Armored transportation for OPHFC - September	283-4006-442990	\$ 121.13
	11294875	I20-005715	20-000244	09/21/2020	3	Armored transportation for Finance - September	010-1400-442900	\$ 138.13
	11294875	I20-005715	20-000244	09/21/2020	4	Armored transportation for Water Billing - September	031-1400-442900	\$ 138.12
[VENDOR] 12823 : BRONZE MEMORIAL COMPANY	705643	I20-005928	20-001428	09/29/2020	1	6"x9"cast bronze plaque: In Loving Memory of MARY LOU O'BRIEN	283-4003-461500	\$ 175.00
	705643	I20-005928	20-001428	09/29/2020	2	Shipping	283-4003-461500	\$ 13.59
[VENDOR] 14449 : BUSH	09/01/20	I20-005785	20-000054	09/22/2020	1	Contracted Piano Lessons - 1st half September	283-4002-490200	\$ 432.40
[VENDOR] 2403 : C.O.P.S. TESTING SERVICE, INC.	106001	I20-005690	20-001706	09/21/2020	1	Full-Time Law Enforcement Pre-Employment Psychological - R. Barth, Invoice #106001	010-8000-429500	\$ 450.00
	106007	I20-005691	20-001707	09/21/2020	1	Full-Time Law Enforcement Pre-Employment Polygraph - A. Laphen, Invoice #106007	010-8000-432990	\$ 160.00
	106024	I20-005692	20-001708	09/21/2020	1	Full-Time Law Enforcement Pre-Employment Polygraph - T. Healy, Invoice #106024	010-8000-432990	\$ 160.00
[VENDOR] 12856 : CARROLL CONSTRUCTION SUPPLY	FR075825	I20-005755	20-000272	09/22/2020	1	Concrete steel scoops/Rakes/Shovel	010-5002-460170	\$ 249.49
[VENDOR] 3696 : CHESTNUT RIDGE FOAM, INC.	97514	I20-005925	20-001573	09/29/2020	1	CR SAFEGUARD (MEDIUM) BUILT-IN-PILLOW MATTRESS 3.000 X 28.000 X 76.000 COVER: 11OZ SOFT BLUE VINYL, PART #CRF-100-C	010-7002-460280	\$ 249.02
	97514	I20-005925	20-001573	09/29/2020	2	SHIPPING/FREIGHT FOR QUOTE #25894	010-7002-460280	\$ 112.48
[VENDOR] 4679 : CHRISTOPHER B. BURKE ENGINEERING, LTD.	160471	I20-005730	20-000129	09/21/2020	1	Development Services Engineering - August	010-2004-432500	\$ 6,500.00
	160471	I20-005730	20-000129	09/21/2020	2	Public Works Engineering - August	031-6001-432500	\$ 833.33
	160471	I20-005730	20-000129	09/21/2020	3	Public Works Engineering - August	031-6007-432500	\$ 1,166.67
	160472	I20-005776	18-002729	09/22/2020	1	Phase III Engineering - Grasslands Regional Flood Control Facility - 7/26-8/29/20	031-6007-470500	\$ 2,553.00
	160481	I20-005777	20-000995	09/22/2020	1	2020 (Year 5 of 9) Roadway Reconstruction Design Engineering - 7/26-8/29/20	054-0000-471250	\$ 2,368.57
	160481	I20-005777	20-000995	09/22/2020	2	2020 (Year 5 of 9) Ditch Reconstruction Design Engineering - 7/26-8/29/20	031-6007-470500	\$ 1,937.93

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	160483	I20-005778	18-001456	09/22/2020	1	Mason Lane Storm Water Improvements - Design Engineering Proposal - 7/26-8/29/20	031-6007-432500	\$ 2,967.00
	160484	I20-005779	20-001442	09/22/2020	1	Task 1 - Topographical Survey and Field Identification of Property Limits	031-6007-432500	\$ 3,400.00
	160485	I20-005780	19-001884	09/22/2020	1	Phase III Construction Engineering services for Fernway Roadway Improvements (166th St., 166th Pl., Robinhood Drive) - 7/26-8/29/20	054-0000-471250	\$ 618.75
	160485	I20-005780	19-001884	09/22/2020	2	Phase III Construction Engineering services for Fernway Stormwater Improvements (166th St., 166th Pl., Robinhood Dr.) -7/26-8/29/20	031-6007-470500	\$ 506.25
	160473	I20-005837		09/24/2020	1	R323 - The Pointe - 7/26-8/29/20	010-0000-110903	\$ 1,381.00
	160474	I20-005838		09/24/2020	1	R363 - Megan Nicole Ridge-Final Engr Review- 7/26-8/29/20	010-0000-110903	\$ 1,657.12
	160476	I20-005840		09/24/2020	1	R256 - T-Mobile-13911 Southwest Highway - 1/13-7/12/14	010-0000-110903	\$ 837.00
	160477	I20-005841		09/24/2020	1	R386 - Verizon-16125 Wolf Rd - 7/26-8/29/20	010-0000-110903	\$ 936.25
	160479	I20-005843		09/24/2020	1	R176B - OPFPD Vehicle Maintenance Building - 7/26-8/29/20	010-0000-110903	\$ 354.25
	160482	I20-005845	19-000647	09/24/2020	1	Engineering and Permitting for Municipal Basin Hydraulic Analysis - 7/26-8/29/20	031-6007-470500	\$ 1,104.00
[VENDOR] 14806 : CLARK	2020-1023	I20-005827	20-001697	09/29/2020	1	Presenter fee for Ghost Roads of IL program at the museum on October 23rd.	028-0000-490200	\$ 175.00
[VENDOR] 11928 : CLARKE AQUATIC SERVICES, INC.	000007572	I20-005899	20-000713	09/29/2020	1	Aquatic Weed & Algae Control for Village Owned ponds - 10th treatment - 9/4/20	031-6007-442210	\$ 2,146.61
[VENDOR] 11647 : CLEANING SPECIALISTS, INC.	4397	I20-005756	20-000027	09/22/2020	1	Body Transport - 8/26/20 - Jarom	010-7002-442930	\$ 250.00
	4353	I20-005849	20-000027	09/24/2020	1	Body Transport - 8/16/20 - Esposito	010-7002-442930	\$ 250.00
	4359	I20-005850	20-000027	09/24/2020	1	Body Transport - 8/20/20 - Crabb	010-7002-442930	\$ 250.00
[VENDOR] 15200 : CLIENTFIRST TECHNOLOGY CONSULTING	11748	I20-005708	20-000959	09/21/2020	1	Structured cable system-Data network telecommunication standards and specifications services - Data network equipment - August	010-1600-432800	\$ 601.25
	11749	I20-005709	20-000959	09/21/2020	1	Structured cable system-Data network telecommunication standards and specifications services - Structured cable system standards - August	010-1600-432800	\$ 508.75
[VENDOR] 1171 : COMPUTERIZED FLEET ANALYSIS	14480	I20-005728	20-001693	09/21/2020	1	Support Services Software for 2020-2021	010-1600-443610	\$ 1,795.00
[VENDOR] 9754 : CONCENTRIC INTEGRATION, LLC	0215885	I20-005609	20-001648	09/17/2020	1	Replacement of Programmable Logic Controllers and level controllers at all remote water, waste water, and storm station sites.	031-6001-443200	\$ 17,421.25
[VENDOR] 12889 : CONSTRUCTION & GEOTECHNICAL MATERIAL TESTING, INC.	7226	I20-005803	19-001325	09/23/2020	1	Additional material testing for road improvement projects - Road Improvement Program Phase 2 - July	054-0000-471250	\$ 1,377.00
[VENDOR] 13714 : CONTROL TECHNOLOGY & SOLUTIONS LLC	2	I20-005727	20-001175	09/21/2020	1	Sportsplex RTU 4 Soccer Arena HVAC Replacement and Improvements through 8/31/20	010-1700-443200	\$ 8,336.10
[VENDOR] 1898 : CORE & MAIN LP	M788744	I20-005607	20-000540	09/17/2020	1	New Meters	031-6002-464600	\$ 1,650.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	L794479	I20-005664	20-000540	09/18/2020	1	Credit for Smart Point Transmitter returns. Original inv. L628671	031-6002-464600	\$ -3,642.00
[VENDOR] 14944 : CUCCI FISCHER	08/27/20	I20-005722	20-001567	09/21/2020	1	Director for Pinocchio, Oct. 9-11.	283-4002-490470	\$ 1,875.00
[VENDOR] 11754 : ELEMENT GRAPHICS AND DESIGN	16494	I20-005911	20-000006	09/29/2020	1	Auto graphics	010-5006-461800	\$ 44.19
[VENDOR] 3333333.2976 : ELIZABETH CLANCY	09142020	I20-005562		09/15/2020	1	Clancy, September 12, 2020 \$200 Security Deposit Refund.	021-0000-373900	\$ 200.00
[VENDOR] 14849 : ETERNALLY GREEN LAWN CARE, INC.	1-820TAW5	I20-005766	20-001618	09/22/2020	1	Blanket application for Nutsedge and crabgrass control	283-4003-463300	\$ 1,000.00
[VENDOR] 11063 : EVT TECH	5106	I20-005697	20-000007	09/21/2020	1	Ignition override install	010-5006-443400	\$ 169.95
	5107	I20-005760	20-001690	09/22/2020	1	STRIP EQUIPMENT FROM UNMARKED/ADMIN POLICE VEHICLE (SEDAN) INVOICE #5107	010-7002-443200	\$ 225.00
	5107	I20-005760	20-001690	09/22/2020	2	MISC. INSTALLATION MATERIALS (WIRE, FUSE HOLDERS, ZIP TIES, TAPE, SCREWS, ETC) INVOICE #5107	010-7002-443200	\$ 15.00
	5122	I20-005895	20-001695	09/29/2020	1	MISC. EQUIPMENT TO INCLUDE; SPEAKERS, SIRENS,VHF ANTENNA SYSTEM, RADAR MOUNTS, ETC. INVOICE #5122	010-7002-443200	\$ 955.53
	5123	I20-005896	20-001695	09/29/2020	1	INSTALL NEW MISC. EQUIPMENT ON UNIT #1409 TO INCLUDE; WIRES, FUSES, TAPE, SCREWS, CONNECTORS, ETC. INVOICE #5123	010-7002-443200	\$ 1,072.50
[VENDOR] 1265 : EWERT, INC.	217079	I20-005826	20-000101	09/24/2020	1	10 padlocks - Building Maintenance	010-1700-461300	\$ 104.00
[VENDOR] 13507 : EXPERT PAY	09/18/2020	I20-005593		09/18/2020	1	Support Payment 9.18.2020	010-0000-210110	\$ 7,754.92
[VENDOR] 1100 : G.W. BERKHEIMER CO., INC.	722994	I20-005583	20-000103	09/16/2020	1	Building supplies - Building Maintenance	010-1700-461300	\$ 60.24
	722995	I20-005584	20-000103	09/16/2020	1	Building supplies - Building Maintenance	010-1700-461300	\$ 34.99
	863271	I20-005585	20-000103	09/16/2020	1	Credit for nitrogen steel tank return - Building Maintenance	010-1700-461300	\$ -405.00
	727931	I20-005924	20-000103	09/29/2020	1	Water heater - Building Maintenance	010-1700-461300	\$ 366.40
[VENDOR] 5744 : GATEWAY BUSINESS SYSTEMS, INC.	1011544	I20-005822	20-000022	09/23/2020	1	Copier Maintenance - PD - August	010-7002-443600	\$ 49.42
	1011735	I20-005900	20-000566	09/29/2020	1	Konica Bizhub 222 in PW Command Room Copier ID #17350 - August	031-6001-443600	\$ 5.64
[VENDOR] 9999999.368 : GIACOMO DIMIELE	092320	I20-005790		09/23/2020	1	Refund credit balance-final bill 254593	031-0000-229100	\$ 3.42
[VENDOR] 1323 : GRAINGER, INC.	9596006354	I20-004610	20-000923	08/07/2020	1	UV Bulbs, replacement, 2HPB7	010-1700-461200	\$ 381.90
	9609406799	I20-005035	20-000923	08/21/2020	1	Credit for air cleaner bulb returns. Original inv. 9596006354	010-1700-461200	\$ -381.90
	9634913132	I20-005650	20-001585	09/18/2020	1	Dayton AAA Battery, Alkaline, Everyday, 1.5VDC, PK 24 item #40KJ57	010-1700-460290	\$ 19.70
	9634913132	I20-005650	20-001585	09/18/2020	2	Disinfectant Cleaner, 22 oz. Cleaner Container Size, Trigger Spray Bottle Cleaner Container Type Item # 45MY94	010-1700-460290	\$ 108.16

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 1343 : HALOGEN SUPPLY COMPANY, INC.	00555658	I20-005781	20-001482	09/22/2020	1	Intelligrite 5G Whie Pool Light 400W/120V/100' Cord Item 6012002	283-4005-461200	\$ 1,755.00
[VENDOR] 15101 : HEARTLINE FITNESS MIDWEST	123701	I20-005723	20-000062	09/21/2020	1	Repairs of Splx equipment	283-4007-443200	\$ 408.71
[VENDOR] 13274 : HEWLETT-PACKARD FINANCIAL SERVICES CO.	304042980	I20-005642	20-000044	09/18/2020	1	MFP Lease #524548520200005 - Xerox 7255 Mayor's Office - 9/27-10/26/20	010-1500-444700	\$ 117.39
	304042981	I20-005643	20-000045	09/18/2020	1	MFP Lease #524548520200008 - 2 Xerox 7856 VMO & HR - 9/23-10/22/20	010-1100-444700	\$ 245.50
	304055998	I20-005644	20-000057	09/18/2020	1	MFP Lease #524548520200006 - Xerox 7225 Parks Admin - 10/7-11/6/20	283-4003-444700	\$ 104.67
	304056466	I20-005645	20-000097	09/18/2020	1	MFP Lease #524548520200007 - Xerox 7856 Police Investigations - 10/8-11/7/20	010-7002-444700	\$ 122.75
	304058988	I20-005759	20-000098	09/22/2020	1	MFP Lease #524548520200009 - Xerox 7856 Police Records - 10/12-11/11/20	010-7002-444700	\$ 122.75
[VENDOR] 9011 : HORTON INSURANCE AGENCY, INC.	4698012-1	I20-005775	20-000439	09/22/2020	1	Quarterly Administrative Fee - 4th qtr	092-0000-432800	\$ 10,625.00
[VENDOR] 14132 : ICIMS, INC.	241954	I20-005774	20-000295	09/22/2020	1	Subscription Fees - 1-Recruit, 1-Onboard, 3-Full Access Users, 5-Custom iForm, 1-Non-Standard Connector - 10/1/20-1/1/21	010-1600-442850	\$ 8,253.54
[VENDOR] 1420 : ILLINOIS DEPARTMENT OF REVENUE	09/09/2020	I20-005511		09/09/2020	1	August 2020 Sales Tax Payable	283-0000-229170	\$ 240.00
[VENDOR] 11209 : INFOSEND, INC	177269	I20-005663	20-000441	09/18/2020	1	8/24/20 Water Bill Processing	031-1400-442500	\$ 1,327.00
	177269	I20-005663	20-000441	09/18/2020	2	8/24/20 Water Bill Postage	031-1400-441600	\$ 4,666.12
[VENDOR] 2552 : INGALLS OCCUPATIONAL HEALTH	290265	I20-005693	20-001709	09/21/2020	1	Pre-Employment Medical Exam for Full Time Police Applicant Ryan Barth, Invoice #290265	010-8000-429500	\$ 603.00
[VENDOR] 2836 : JAMES J. ROCHE & ASSOCIATES	15770	I20-005947	20-000212	09/29/2020	1	Legal Services - Local adjudications - September	010-0000-432100	\$ 2,047.50
[VENDOR] 7536 : JMD SOX OUTLET, INC.	100535042	I20-005713	20-000078	09/21/2020	1	Uniforms - Faltin	010-5002-460190	\$ 44.93
	342782	I20-005908	20-000078	09/29/2020	1	Uniforms - Noto	031-6001-460190	\$ 124.18
	342539	I20-005909	20-000078	09/29/2020	1	Uniforms - Rusch	010-5002-460190	\$ 180.32
	342741	I20-005910	20-000078	09/29/2020	1	Uniforms - Taylor	010-5002-460190	\$ 153.07
	342905	I20-005944	20-000078	09/29/2020	1	Uniforms - Arnold	031-6001-460190	\$ 439.60
[VENDOR] 3333333.2977 : JOHN M. WIRTH	J. Wirth	I20-005817		09/23/2020	1	Overpayment on Citation #C334102	010-0000-372250	\$ 50.00
[VENDOR] 12599.493 : KENNETH ZOMPARELLI	CD-000440	I20-005278		09/01/2020	1	Refund	010-0000-322100	\$ 150.00
[VENDOR] 12599.494 : KENNETH ZOMPARELLI	CD-000441	I20-005279		09/01/2020	1	Refund	010-0000-322100	\$ 75.00
[VENDOR] 12599.495 : KENNETH ZOMPARELLI	CD-000442	I20-005280		09/01/2020	1	Refund	010-0000-323100	\$ 125.00
[VENDOR] 1463 : KLEIN, THORPE AND JENKINS LTD.	08/31/20	I20-005633	20-000277	09/17/2020	1	General Legal Fees - July	010-0000-432100	\$ 66,002.98
	08/31/20	I20-005633	20-000277	09/17/2020	2	Main Street Triangle Legal Fees - July	282-0000-432100	\$ 585.00
	08/31/20	I20-005633	20-000277	09/17/2020	3	Development Legal Fees (Billed to Developers) - July	010-0000-110000	\$ 6,795.00
	212047-212050	I20-005802	20-000277	09/23/2020	1	Legal Services - PTAB Appeal Interventions	010-0000-432100	\$ 440.06

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
						through 7/31/20		
[VENDOR] 15289 : KLM ENGINEERING, INC.	7944	I20-005943	20-001641	09/29/2020	1	Remote operated evaluation of the 22 million gallon reservoir at the Main Pump Station for leak detection and structural evaluation.	031-6002-443100	\$ 4,500.00
[VENDOR] 14979 : KNOWBE4, INC	INV101135	I20-005887	20-001555	09/29/2020	1	1 Year Security Awareness Training Subscription. 2020-2021	010-1600-443610	\$ 7,108.20
[VENDOR] 12064 : LAMBUR HYNES	09/09/20	I20-005905	20-001704	09/29/2020	1	Board of Fire & Police Commission Expense Reimbursement, July, August & September, 2020	010-8000-484990	\$ 250.00
[VENDOR] 14941 : LAUTERBACH & AMEN, LLC	48269	I20-005259	20-000835	08/31/2020	1	Municipal Payroll Services - July	010-1400-442500	\$ 8,480.00
[VENDOR] 14993 : LINDEN GROUP INC	1265	I20-005703	20-001625	09/21/2020	1	PHASE 1 - ARCHITECT Task 1 PRELIMINARY DESIGN DRAWINGS / SCOPE CONFIRMATION / INTERIOR DESIGN	010-1700-432800	\$ 8,500.00
	1265	I20-005703	20-001625	09/21/2020	2	PHASE 1 - Electrical Engineer Task 1 PRELIMINARY DESIGN DRAWINGS / SCOPE CONFIRMATION / INTERIOR DESIGN	010-1700-432800	\$ 1,500.00
[VENDOR] 15282 : LUDWIG SPEAKS, LLC	1027	I20-005833	20-001729	09/24/2020	1	Public Works Leadership Training - Session 1	010-0000-429100	\$ 500.00
	1028	I20-005834	20-001729	09/24/2020	1	Public Works Leadership Training - Session 2	010-0000-429100	\$ 500.00
[VENDOR] 1766 : M.E. SIMPSON COMPANY, INC.	35513	I20-005702	20-000440	09/21/2020	1	Leak Detection - 8/10/20 - 151st & Quail Hollow	031-6002-432800	\$ 395.00
	35563	I20-005747	18-001941	09/21/2020	1	Hydrant Flow Testing - 8/17-8/31/20 - 282 hydrants	031-6002-442750	\$ 13,818.00
	35541	I20-005890	20-000440	09/29/2020	1	Leak Detection - 8/26/20 - 8437 Teakwood Ct	031-6002-432800	\$ 395.00
[VENDOR] 12288 : MACCARB, INC.	INV002483	I20-005782	20-000342	09/22/2020	1	CO2 for CPAC water treatment	283-4005-462500	\$ 503.01
[VENDOR] 2512 : MEADE, INC.	693424	I20-005707	20-000538	09/21/2020	1	Traffic Signal Maintenance - Orland Park Jurisdiction - August	010-5002-443700	\$ 2,124.00
[VENDOR] 6709 : METROPOLITAN WATER RECLAMATION	09/20/20	I20-005771		09/22/2020	1	MWRD Annual Service Fee, 2nd Payment - September 2020	010-0000-110907	\$ 50,466.59
[VENDOR] 6641 : MICHAEL T. HUGUELET	28673	I20-005634	20-001689	09/28/2020	1	Legal Services for Local Ordinance & Ticket Prosecution, 8/1/20 - 8/31/20, Invoice #28673	010-0000-432100	\$ 6,037.50
[VENDOR] 11804 : MIDWEST OFFICE INTERIORS	261714	I20-005813	20-001358	09/23/2020	1	Office furniture - two desks and cabinets.	010-1201-460180	\$ 3,843.69
	261715	I20-005814	20-001401	09/23/2020	1	Conference room table.	010-1700-460180	\$ 2,202.78
[VENDOR] 15005 : MINDSIGHT	INV2510	I20-005835	20-001735	09/24/2020	1	Cisco umbrella annual subscription fees.	010-1600-443610	\$ 6,001.89
[VENDOR] 12736 : MINERAL MASTERS	00046418	I20-005576	20-000327	09/16/2020	1	Sodium hypochlorite (18%)	283-4005-462500	\$ 1,003.00
	00046453	I20-005577	20-000327	09/16/2020	1	Sodium hypochlorite (18%)	283-4005-462500	\$ 778.80
	00046520	I20-005578	20-000327	09/16/2020	1	Sodium hypochlorite (18%)	283-4005-462500	\$ 1,770.00
[VENDOR] 15193 : MSDSONLINE, INC	224816	I20-005688	20-000899	09/21/2020	1	SSO Integration Implementation Fee	010-1600-442850	\$ 500.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 2045 : MUNICIPAL MARKING DISTRIBUTORS, INC.	29890	I20-005648	20-001475	09/18/2020	1	Seymour Paint Blue - 20-653	031-6003-460290	\$ 736.00
	29890	I20-005648	20-001475	09/18/2020	2	Seymour Paint Green - 20-668	031-6003-460290	\$ 736.00
	29890	I20-005648	20-001475	09/18/2020	3	Seymour Paint White - 20-652	031-6003-460290	\$ 460.00
	29890	I20-005648	20-001475	09/18/2020	4	Seymour Paint Black - 20-663	031-6002-460290	\$ 276.00
	29890	I20-005648	20-001475	09/18/2020	5	Freight	031-6003-460290	\$ 35.00
[VENDOR] 15278 : NAPA AUTO PARTS	199	I20-005611	20-001545	09/17/2020	1	Truck converter muffler	010-5006-461800	\$ 1,402.04
	220	I20-005612	20-001545	09/17/2020	1	2 truck hoses	010-5006-461800	\$ 471.63
	222	I20-005613	20-001545	09/17/2020	1	4 truck hoses	010-5006-461800	\$ 438.89
	223	I20-005614	20-001545	09/17/2020	1	Truck muffler/Exhaust pipe/Hoses/Clamps/Insulators/Muffler repair parts	010-5006-461800	\$ 1,294.79
	234	I20-005615	20-001545	09/17/2020	1	Flex tube	010-5006-461800	\$ 68.57
	235	I20-005616	20-001545	09/17/2020	1	SS latch/Hyd. hose/Fittings	010-5006-461800	\$ 219.17
	236	I20-005617	20-001545	09/17/2020	1	2 truck elbows	010-5006-461800	\$ 76.42
	238	I20-005618	20-001545	09/17/2020	1	Dipstick tube	010-5006-461800	\$ 79.75
	245	I20-005619	20-001545	09/17/2020	1	Exhaust pipe adapter	010-5006-461800	\$ 62.14
	257	I20-005620	20-001545	09/17/2020	1	4 silicone heater hoses	010-5006-461800	\$ 28.48
	293	I20-005621	20-001545	09/17/2020	1	Credit for parts return. Original inv. 223	010-5006-461800	\$ -754.74
	267	I20-005622	20-001545	09/17/2020	1	Credit for truck elbow returns. Original inv. 236	010-5006-461800	\$ -76.42
	169	I20-005624	20-001545	09/17/2020	1	Equipment parts - 2 knife holders/4 chipper knives/Anvil kit/Bolts	010-5006-461700	\$ 1,266.98
	239	I20-005625	20-001545	09/17/2020	1	Zep Reach hand cleaner	010-5006-460150	\$ 23.08
	240	I20-005626	20-001545	09/17/2020	1	Oil filter	010-5006-461800	\$ 4.42
	242	I20-005627	20-001538	09/17/2020	1	Cable ties	010-5006-461990	\$ 5.03
	244	I20-005628	20-001538	09/17/2020	1	Gloves - Lawruk	031-6002-460190	\$ 3.67
	247	I20-005629	20-001545	09/17/2020	1	2 batteries	010-5006-461800	\$ 210.66
	248	I20-005630	20-001538	09/17/2020	1	Gloves - Litko	031-6002-460190	\$ 3.67
	251	I20-005631	20-001538	09/17/2020	1	Rotary hand pump	010-5006-461990	\$ 57.86
	255	I20-005632	20-001545	09/17/2020	1	Equipment vent lid	010-5006-461700	\$ 27.16
[VENDOR] 3806 : NATIONAL SEED COMPANY	598799SI	I20-005820	20-000592	09/23/2020	1	White marking lime (chalk) for athletic fields	283-4003-461600	\$ 294.40
	598800SI	I20-005821	20-000592	09/23/2020	1	White marking lime (chalk) for athletic fields	283-4003-461600	\$ 563.80
	598906SI	I20-005912	20-001646	09/29/2020	1	Ranger Pro 30 gal drum. quote #so115019	283-4003-463300	\$ 425.00
	598962SI	I20-005922	20-001725	09/29/2020	1	Pro's Choice Red 50lb bags item #60300	283-4003-461600	\$ 688.00
[VENDOR] 1597 : NORLAB, INC.	83762	I20-005754	20-001621	09/22/2020	1	Toilet Dye Packets Blue (TD-200)	031-6002-460290	\$ 271.00
[VENDOR] 1604 : NUTOYS LEISURE PRODUCTS	50674	I20-005799	20-001453	09/23/2020	1	Step Ladder Brown Item 108563	283-4003-461600	\$ 699.00
	50674	I20-005799	20-001453	09/23/2020	2	Hardware for Step Ladder Item 139608	283-4003-461600	\$ 47.00
	50674	I20-005799	20-001453	09/23/2020	3	Shipping	283-4003-461600	\$ 255.00
	50667	I20-005800	20-001448	09/23/2020	1	Pod Climber 24", Direct Bury, Limon Post, Leaf PART #120712A	283-4003-461600	\$ 275.00
	50667	I20-005800	20-001448	09/23/2020	2	Shipping	283-4003-461600	\$ 25.00
[VENDOR] 7087 : O'CONNOR	09/09/20	I20-005904	20-001703	09/29/2020	1	Board of Fire & Police Commission Expense Reimbursement, July, August & September, 2020	010-8000-484990	\$ 250.00

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[VENDOR] 15320 : O'CONNOR & BATTLE, LLP	1297	I20-005769	20-001731	09/22/2020	1	Orland Park - Personnel Issue. Services rendered from 12/20/19 - 5/19/20. File #OR19X001, Invoice #1297	010-0000-432100	\$ 7,325.00
[VENDOR] 14955 : OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD	129130	I20-005810	19-001804	09/23/2020	1	Labor & Employment Legal Counsel for MAP & AFSCME contracts - August	010-0000-432100	\$ 5,580.50
[VENDOR] 13494 : PALOS MEDICAL GROUP, LLC	08/31/20	I20-005700	20-001724	09/21/2020	1	Sworn Personnel Medical Exam for B. West	010-7002-429500	\$ 225.00
	08/31/20	I20-005701	20-001724	09/21/2020	1	Sworn Personnel Covid-19 Testing for J. Heramb, G. Jelley, T. Scully, D. Hansen, C. Pratl, M. Freeman, S. Kois, S. Prieto, C. Losurdo, C. Wall, N. Zayed, W. Sanchez, K. Kelly, R. Whalen & D. Livingston	010-7002-429500	\$ 1,500.00
[VENDOR] 13205 : PAVLETIC EYECARE	67046	I20-005694	20-001710	09/21/2020	1	Pre-Employment Eye Exam - Tyler Lindgren, Invoice #67046	010-8000-429500	\$ 219.00
	67036	I20-005786	20-001711	09/22/2020	1	Pre-Employment Eye Exam - Jacqueline Bucio, Invoice #67036	010-8000-429500	\$ 130.00
[VENDOR] 11691 : PERFORMANCE DETAILING	08/31/20-Performance	I20-005671		09/18/2020	1	August 2020 - Sales Tax Sharing Rebate (.05% of Sales)	010-0000-484561	\$ 14.56
[VENDOR] 6296 : PIZZO & ASSOCIATES, LTD.	1259	I20-005734	20-000821	09/21/2020	1	Pond Stewardship-Green Knoll Pond (#30-04) - September	031-6007-443500	\$ 299.00
	1260	I20-005735	20-000821	09/21/2020	1	Pond Stewardship-Lakeshore North Pond (#31-18) - Sept.	031-6007-443500	\$ 1,232.00
	1261	I20-005736	20-000821	09/21/2020	1	Pond Stewardship-Laurel Hills Pond (#29-08) - Sept.	031-6007-443500	\$ 497.00
	1262	I20-005738	20-000821	09/21/2020	1	Pond Stewardship-Marley Blvd. Middle Pond (#31-20) - Sept.	031-6007-443500	\$ 986.00
	1263	I20-005739	20-000821	09/21/2020	1	Pond Stewardship-Marley Blvd South Pond (#31-21) - Sept.	031-6007-443500	\$ 840.00
	1264	I20-005740	20-000821	09/21/2020	1	Pond Stewardship-Mill Creek Pond (#33-01) - Sept.	031-6007-443500	\$ 308.00
	1265	I20-005741	20-000821	09/21/2020	1	Pond Stewardship-Persimmon Meadow Pond (#05-80) - Sept.	031-6007-443500	\$ 841.00
	1266	I20-005742	20-000821	09/21/2020	1	Pond Stewardship-Preston Pond (#0611) - Sept.	031-6007-443500	\$ 597.00
	1267	I20-005743	20-000821	09/21/2020	1	Pond Stewardship-Royal Oaks Pond (#08-25) - Sept.	031-6007-443500	\$ 841.00
[VENDOR] 5065 : POWER EQUIPMENT LEASING CO., INC.	W2080	I20-005647	20-001595	09/18/2020	1	ANSI/OSHA inspections for 4 Orland Park units per quote W2085 dated 8-25-2020	010-5006-443400	\$ 965.00
[VENDOR] 9516 : PRAIRIE STATE VETERINARY CLINIC	158451	I20-005916	20-001780	09/29/2020	1	Simparica 44-88 lbs, 6 pack, Invoice #158451	010-7002-460200	\$ 98.94
	158451	I20-005916	20-001780	09/29/2020	2	Heartgard Brown Per Pill 51-100	010-7002-460200	\$ 59.64
[VENDOR] 10621 : PROSHRED SECURITY	990063712	I20-005312	20-000375	09/01/2020	1	Shredding services-Finance	010-1400-442990	\$ 25.00
	990063712	I20-005312	20-000375	09/01/2020	2	Shredding services-Administration	010-1100-442990	\$ 25.00
[VENDOR] 1593 : QUADIENT, INC.	N8476711	I20-005768	20-001234	09/22/2020	1	Folder/Inserter rental - 7/12-10/11/20	010-1400-444700	\$ 774.00
	09/23/20	I20-005824		09/23/2020	1	Postage	010-0000-150110	\$ 4,000.00
	09/10/20	I20-005855		09/10/2020	1	Postage upload - PD	010-7002-441600	\$ 3,000.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 13203 : R.J. O'NEIL, INC.	00112640	I20-005733	20-001131	09/21/2020	1	Testing and processing fee for 3 RPZ devices at the Main Street Parking garage	026-0000-443100	\$ 184.80
	00112640	I20-005733	20-001131	09/21/2020	2	Testing and processing fee for 7 RPZ devices at the Orland Park Health and Fitness Center	010-1700-443100	\$ 431.20
	00112640	I20-005733	20-001131	09/21/2020	3	Testing and processing fee for 72 RPZ devices at various Village Buildings	010-1700-443100	\$ 4,435.20
	00112640	I20-005733	20-001131	09/21/2020	4	Processing fees	010-1700-443100	\$ 38.85
[VENDOR] 1605 : RAY O'HERRON CO., INC.	2027522-IN	I20-005793	20-000951	09/23/2020	1	Men's pants item number 38200.	010-7002-460190	\$ 215.00
	2006501-IN	I20-005794	20-000318	09/23/2020	1	Gold on White SGT. stripes. Item number X189615A	010-7002-460190	\$ 11.97
	2006497-IN	I20-005795	20-000292	09/23/2020	1	Gold on white SGT. Chevrons. Item number X189615A	010-7002-460190	\$ 43.89
	2005636-In	I20-005796	20-000281	09/23/2020	1	Gold reeves name plates. Item number 50BGSRC	010-7002-460190	\$ 18.00
[VENDOR] 12338 : RIESS	08/27/20	I20-005721	20-001568	09/21/2020	1	Assistant Director for Pinocchio, Oct. 9-11.	283-4002-490470	\$ 500.00
[VENDOR] 13839 : RJN GROUP, INC.	354506	I20-005655	20-000715	09/18/2020	1	2020 Comprehensive Sanitary Sewer System Evaluation through 8/21/20	031-6003-443800	\$ 9,313.25
	357301	I20-005731	20-001583	09/21/2020	1	Consulting engineering services for 151st street lift station improvements through 8/28/20	031-6003-443800	\$ 13,267.50
[VENDOR] 14209 : ROBERTSON	09/09/20	I20-005906	20-001705	09/29/2020	1	Board of Fire & Police Commission Expense Reimbursement, July, August & September, 2020	010-8000-484990	\$ 250.00
[VENDOR] 2452 : SECRETARY OF STATE	09/25/20	I20-005977	20-001783	09/30/2020	1	New M Plates for 2016 Ford Explorer, VIN # 1FM5K8AR0GGD31668, 2015 Ford Interceptor, VIN #1FAHP2MK8FG148988 AND 2016 Ford Explorer, VIN #1FM5K8AR7GGD31666	010-7002-484100	\$ 24.00
[VENDOR] 13345 : SENSYS GATSO GROUP	2019-2513	I20-005732		09/21/2020	1	Paid citations - 7/26-8/25/20	010-0000-372300	\$ 3,780.00
	2019-2524	I20-005784		09/22/2020	1	Paid citations - MCOA Collections - Aug. 2020	010-0000-372300	\$ 108.00
[VENDOR] 3037 : SERVICE SANITATION, INC.	7918878	I20-005804	20-001473	09/23/2020	1	DEL EVENT BASIC PORT REST	010-9450-444550	\$ 1,003.00
	7918878	I20-005804	20-001473	09/23/2020	2	DEL EVENT HANDICAP REST	010-9450-444550	\$ 297.00
	7918878	I20-005804	20-001473	09/23/2020	3	DEL HAND SANI STAND	010-9450-444550	\$ 590.00
	7982076	I20-005852	20-001135	09/24/2020	1	Market (2) hand washing stations/2 months w/service	010-9450-444550	\$ 895.00
	06/01/20	I20-005853	20-000179	09/24/2020	1	Credit for duplicate payment of invs. 7766583 and 7778744 per Serv. San.	283-4003-444550	\$ -424.00
[VENDOR] 3667 : SHERWIN WILLIAMS	6445-2	I20-005941	20-001319	09/29/2020	1	Athletic Field White marking paint	283-4003-461600	\$ 632.00
	6709-1	I20-005942	20-001319	09/29/2020	1	Athletic Field White marking paint	283-4003-461600	\$ 632.00
[VENDOR] 14206 : SKYHAWKS CHICAGO GREAT LAKES	177018109R1	I20-005588	20-001183	09/16/2020	1	Preschool Sports Programs - T-Ball league - 7/6-7/29/20	283-4007-490200	\$ 801.00
	177018110	I20-005772	20-001183	09/22/2020	1	Mini Hawk Camp - 7/20-7/24/20	283-4007-490200	\$ 899.25
[VENDOR] 14015 : SOLUTION 3 GRAPHICS	133768	I20-005918	20-001537	09/29/2020	1	Case Assignment Folder Envelope #Y (2,000 for \$1,993.10)	010-7002-460140	\$ 1,993.10

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[VENDOR] 3210 : STANDARD EQUIPMENT CO.	P24076	I20-005649	20-001524	09/18/2020	1	SYRINGE ASSY (BC410)	031-6003-461700	\$ 47.18
	P24076	I20-005649	20-001524	09/18/2020	2	VISCUS FLUID (BJ048-M)	031-6003-461700	\$ 22.00
	P24076	I20-005649	20-001524	09/18/2020	3	Freight	031-6003-461700	\$ 10.85
	P24480	I20-005921	20-001551	09/29/2020	1	WIRELESS COMHUB- SCH305	031-6003-464700	\$ 2,295.00
	P24480	I20-005921	20-001551	09/29/2020	2	CHARGING CASE- SON-CC5	031-6003-464700	\$ 1,080.00
	P24480	I20-005921	20-001551	09/29/2020	3	WIRELESS HEADSET- APX377-BH	031-6003-464700	\$ 4,225.00
	P24480	I20-005921	20-001551	09/29/2020	4	Freight	031-6003-464700	\$ 90.80
[VENDOR] 13359 : STEINER ELECTRIC COMPANY	S006713320.001	I20-005657	20-000108	09/18/2020	1	Halide lamps - Building Maintenance	010-1700-461200	\$ 234.44
	S006714333.001	I20-005696	20-000108	09/21/2020	1	Electrical supplies - Building Maintenance	010-1700-461200	\$ 54.10
	S006697101.001	I20-005926	20-000108	09/29/2020	1	4 Blower fans & motors & grills - CAC	010-1700-461700	\$ 588.00
[VENDOR] 14068 : THE COP FIRE SHOP	201032	I20-005815	20-001750	09/23/2020	1	Flying cross men's pants size 42x42. Item number 38200	010-7002-460190	\$ 215.00
	201032	I20-005815	20-001750	09/23/2020	2	Flying Cross L/S white shirts size 18. Item number 345W66	010-7002-460190	\$ 240.00
	201032	I20-005815	20-001750	09/23/2020	3	Flying Cross S/S white shirt size 2X. Item number 95R66	010-7002-460190	\$ 225.00
	201032	I20-005815	20-001750	09/23/2020	4	Boston Leather belt. Item number 6606	010-7002-460190	\$ 19.00
[VENDOR] 9042 : TINLEY GLASS CORPORATION	428	I20-005807	20-001660	09/23/2020	1	5 sheets of 1/4" lexan cut to size per quote	010-1700-460290	\$ 1,920.00
[VENDOR] 14703 : TKB ASSOCIATES, INC.	14039	I20-005580	20-001658	09/16/2020	1	Laserfiche Annual Licensing and Support per Invoice #:14039	010-1600-443610	\$ 3,690.00
[VENDOR] 14723 : TOTAL ADMINISTRATIVE SERVICES CORPORATION	IN1837154	I20-005610	20-000756	09/17/2020	1	HRA Monthly Fee - August	060-0000-432990	\$ 170.50
[VENDOR] 9792 : TOTAL BUILDING SERVICE, INC.	0049256-IN	I20-005808	20-000398	09/23/2020	1	Contract Cleaning - Village Buildings (VH, Museum, GBC, PW, BMShop, RecAdmin/Learning Ally, FLC, CAC, Parks Admin, Police) - September	010-1700-442930	\$ 18,644.36
	0049256-IN	I20-005808	20-000398	09/23/2020	2	Contract Cleaning - Civic Center - Sept.	021-1800-442930	\$ 1,479.00
	0049256-IN	I20-005808	20-000398	09/23/2020	3	Contract Cleaning - Metra - Sept.	026-0000-442930	\$ 943.18
	0049256-IN	I20-005808	20-000398	09/23/2020	4	Contract Cleaning - Sportsplex Summer	283-4007-442930	\$ 9,895.86
[VENDOR] 1847 : TRANE	8784038	I20-005660	20-000110	09/18/2020	1	HVAC filters - Building Maintenance	010-1700-461700	\$ 233.01
	8784100	I20-005661	20-000110	09/18/2020	1	Refrigerant - Building maintenance	010-1700-461300	\$ 427.96
	8795380	I20-005724	20-000110	09/21/2020	1	HVAC nitrogen tank - Building Maintenance	010-1700-461700	\$ 413.34
	8795257	I20-005725	20-000110	09/21/2020	1	Nitrogen - Building maintenance	010-1700-461300	\$ 23.82
[VENDOR] 14020 : TRIMARK MARLINN LLC	2664733	I20-005819	20-001121	09/23/2020	1	Taste of Orland Park Cups 2020 per quote dated 6/9/2020	010-9400-460290	\$ 2,897.10
[VENDOR] 12296 : U.S. TENNIS COURT CONSTRUCTION CO.	1724	I20-005957	20-001215	09/30/2020	1	Discovery Park (3 Tennis Cts; pickle ball striping)	283-4003-443250	\$ 13,400.00
	1724	I20-005957	20-001215	09/30/2020	2	Village Square Park (1 Tennis Ct w/pickle ball striping), (1 Basketball ct)-fence repair	283-4003-443250	\$ 22,876.00
	1724	I20-005957	20-001215	09/30/2020	3	Marley Creek Park (1 Basketball ct), concrete curb addition, new rim, net, backboard, pole	283-4003-443250	\$ 5,755.00
	1724	I20-005957	20-001215	09/30/2020	4	Ishnala Woods Park; Asphalt removal, new	283-4003-443250	\$ 34,235.00

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	1724	I20-005957	20-001215	09/30/2020	5	regulation basketball court, new rim, net, backboard, pole Heritage Park; 1 Tennis & 2 basketball courts; Add pickle ball striping to Tennis ct, fence replacement, replace tennis net & posts, replace basketball nets, posts, rims, backboards	283-4003-443250	\$ 7,600.00
	1724	I20-005957	20-001215	09/30/2020	6	Ishnala Park; 1 Tennis ct., 1 basketball ct, Fencing replacement	283-4003-443250	\$ 4,005.00
	1724	I20-005957	20-001215	09/30/2020	7	Wedgewood Estates Park; 1 basketball ct.	283-4003-443250	\$ 765.00
	1724	I20-005957	20-001215	09/30/2020	8	Perminas Park; 2 tennis cts., add pickle ball striping, fence repair, 2 basketball cts, remove & repave, replace basketball nets, posts, backboards, rims	283-4003-443250	\$ 46,114.00
	1724	I20-005957	20-001215	09/30/2020	9	Long Run Creek Park; 1 basketball ct., stripe hop scotch and 4 square	283-4003-443250	\$ 400.00
[VENDOR] 13912 : UPLAND DESIGN LTD.	20-844-01	I20-005898	20-001004	09/29/2020	1	Professional Fees - Pool cabanas through 8/31/20	023-0000-470100	\$ 5,750.00
[VENDOR] 9791 : V3 COMPANIES OF ILLINOIS LTD	820427	I20-005920	17-002759	09/29/2020	1	Maintenance and upgrade of Harlem Ave street lights from 151st St to 159th St - 7/26-8/29/20	054-0000-471300	\$ 1,750.00
[VENDOR] 13140 : V3 CONSTRUCTION GROUP, LTD	CG20006-03	I20-005646	20-000946	09/18/2020	1	John Humphrey Complex concession building renovation through 8/31/20	283-4003-443100	\$ 272,276.28
[VENDOR] 9664 : WAREHOUSE DIRECT	4755019-0	I20-005589	20-001586	09/16/2020	1	ZEHN- X 180 Count Antibacterial Sanitizing/ Disinfecting Wipe Canister, 12 Canisters per Case item ZEH75714CT	010-1700-460290	\$ 3,599.00
	4755028-0	I20-005608	20-001588	09/17/2020	1	Stapler - SWI-87801	283-4007-460100	\$ 32.30
	4755028-0	I20-005608	20-001588	09/17/2020	2	Stapler - #SWI-74718	283-4007-460100	\$ 20.48
	4755028-0	I20-005608	20-001588	09/17/2020	3	Staples - #SWI-35556	283-4007-460100	\$ 9.20
	4755028-0	I20-005608	20-001588	09/17/2020	4	Tape & Dispenser Value Pack - #MMM810K6C38	283-4007-460100	\$ 12.73
	4755028-0	I20-005608	20-001588	09/17/2020	5	Color Copy Paper (Garden Spring Green) - #CASMP-2201GS	283-4007-460100	\$ 35.96
	4755124-0	I20-005656	20-000296	09/18/2020	1	Paper plates/Napkins/Air freshener/Bleach - Building Maintenance	010-1700-460150	\$ 98.50
	4755028-1	I20-005704	20-001588	09/21/2020	1	AAA Batteries - #DURMN2400B16Z	283-4007-460290	\$ 34.76
	4756326-0	I20-005705	20-001608	09/21/2020	1	HP Laser Jet Cartridge 42A (HP4250) Item # Q5942A	031-1400-460100	\$ 133.88
	4756326-0	I20-005705	20-001608	09/21/2020	2	Lightweight Hand Letter Opener, 9", Silver item #UNV31750	010-1400-460100	\$ 1.08
	4756326-0	I20-005705	20-001608	09/21/2020	3	FIREWORX Premium Multi- Use Paper, 20lb, 8.5 x 11, Bottle Rocket Blue, 500/ Ream item #CASMP2201BE	010-1400-460100	\$ 5.42
	4756326-0	I20-005705	20-001608	09/21/2020	4	Color Paper, 24 lb, 8.5 x 11, Planetary Purple, 500/ Ream item #WAU22671	010-1400-460100	\$ 12.19
	4756326-0	I20-005705	20-001608	09/21/2020	5	Boise FIREWORX Premium Multi- Use Paper, 20lb, 8.5 x 11, Popper- mint Green, 500/ Ream item: CASMP2201GN	010-1400-460100	\$ 5.42
	4756326-0	I20-005705	20-001608	09/21/2020	6	Quick View Boise FIREWORX Premium Multi- Use Paper, 20lb, 8.5 x 11, Crackling Canary, 500/ Ream item #CASMP2201CY	010-1400-460100	\$ 5.42
	4756326-0	I20-005705	20-001608	09/21/2020	7	Impact Bond Paper Rolls, 2.25" x 150 ft, White, 12/ Pack item #ICX90742202	010-1400-460100	\$ 11.69
	4756009-0	I20-005726	20-000296	09/21/2020	1	Toilet paper/Hand soap - Building	010-1700-460150	\$ 172.92

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						Maintenance		
	4756890-1	I20-005729	20-001616	09/21/2020	1	Pencil Style Moistener, 2 oz, Blue UNV56501	010-2004-460100	\$ 0.89
	4756890-1	I20-005729	20-001616	09/21/2020	2	Light- Duty Knife w/ Replaceable #11 Blade EPIX3201	010-2004-460100	\$ 4.64
	4756326-1	I20-005748	20-001608	09/21/2020	1	Swingline Compact Desk Stapler, 20- Sheet Capacity, Black Item #SW178911	010-1400-460100	\$ 9.94
	4756884-0	I20-005750	20-001615	09/21/2020	1	Arrow Message 1/ 2" Page Flags in Dispenser, "Sign Here", Red, 80/ Pack MMM684RDSH	010-2004-460100	\$ 2.99
	4756884-0	I20-005750	20-001615	09/21/2020	2	Printable 4" x 6" - Permanent File Folder Labels, 0.69 x 3.44, White, 7/ Sheet, 36 Sheets/ Pack AVE05200	010-2004-460100	\$ 2.51
	4756884-0	I20-005750	20-001615	09/21/2020	3	Light Touch Heavy- Duty Staples, 0.63" Leg, 0.5" Crown, Steel, 2, 500/ Box SW190009	010-2004-460100	\$ 5.28
	4756890-0	I20-005751	20-001616	09/21/2020	1	Nantucket Blend Coffee K- Cups, 24/ Box GMT6663	010-2004-460150	\$ 14.99
	4756890-0	I20-005751	20-001616	09/21/2020	2	Café Escapes Chai Latte K- Cups, 24/ Box GMT6805	010-2004-460150	\$ 15.29
	4756890-0	I20-005751	20-001616	09/21/2020	3	Powershred P- 35C Cross- Cut Shredder, 5 Manual Sheet Capacity FEL3213501	010-2004-460180	\$ 88.58
	4756890-0	I20-005751	20-001616	09/21/2020	4	Jaw Style Staple Remover, Black UNV00700	010-2004-460100	\$ 0.26
	4756880-0	I20-005752	20-001612	09/22/2020	1	Universal letter sorter #UNV20062	283-4001-460100	\$ 9.99
	4756880-0	I20-005752	20-001612	09/22/2020	2	Hanging Folders, 1/5-cut tabs legal size #PFX81632	283-4001-460100	\$ 24.92
	4756880-0	I20-005752	20-001612	09/22/2020	3	Hammermill 28lb 8 1/2 x 11" 100 bright paper #HAM102467	283-4001-460100	\$ 76.32
	4756880-0	I20-005752	20-001612	09/22/2020	4	Laminating Pouch 12 x 17 3ml #WHDMENR3ML	283-4001-460100	\$ 33.24
	4756880-0	I20-005752	20-001612	09/22/2020	5	Pentel Black Ink Pen #PENBK91A	283-4001-460100	\$ 6.83
	4757441-0	I20-005753	20-001093	09/22/2020	1	Stainless steel polish - Pool	283-4005-461100	\$ 53.82
	4738898-1	I20-005757	20-000296	09/22/2020	1	Paper plates - Building Maintenance	010-1700-460150	\$ 38.34
	4755124-1	I20-005758	20-000296	09/22/2020	1	Paper plates - Building Maintenance	010-1700-460150	\$ 19.17
	4760061-0	I20-005783	20-001637	09/22/2020	1	Disinfectant concentrate CT of 6 gal - product number SB11016	010-1700-460290	\$ 47.49
	4760061-1	I20-005823	20-001637	09/23/2020	1	Chemical Resistant Tank Sprayer, 2 Gal item # TOC150116	010-1700-460290	\$ 55.99
	4758886-0	I20-005825	20-000296	09/24/2020	1	Paper towels - Building Maintenance	010-1700-460150	\$ 187.79
	4747772-0	I20-005914	20-000296	09/29/2020	1	Air freshener - Building Maintenance	010-1700-460150	\$ 45.21
	4763415-0	I20-005915	20-000296	09/29/2020	1	Facial tissues/Paper towels/Plastic cutlery/Air freshener - Building Maintenance	010-1700-460150	\$ 520.65
	4760790-0	I20-005927	20-000296	09/29/2020	1	Disposable gloves - Building Maintenance	010-1700-460150	\$ 53.00
	4760969-0	I20-005932	20-001640	09/29/2020	1	1-Oh-Two Mid - Back Task Chairs - BSXVST102	010-1201-460180	\$ 128.42
	4760969-0	I20-005932	20-001640	09/29/2020	2	Retractable Highlighters - SAN28175PP	010-1201-460100	\$ 4.83
	4760969-0	I20-005932	20-001640	09/29/2020	3	Desktop Tape Dispenser - MMMC38BK	010-1201-460100	\$ 5.49
	4760969-0	I20-005932	20-001640	09/29/2020	4	Titanium Bond Scissors - ACM13529	010-1201-460100	\$ 9.01
	4760969-0	I20-005932	20-001640	09/29/2020	5	Onyx Desk Organizer - SAF3254WH	010-1201-460100	\$ 67.99
	4760969-0	I20-005932	20-001640	09/29/2020	6	Plastic Wastebasket - RCP295600GY	010-1201-460100	\$ 8.50
	4760969-0	I20-005932	20-001640	09/29/2020	7	Recycled Wall Calendar - AAGPMG7728	010-1201-460100	\$ 14.05
	4760969-0	I20-005932	20-001640	09/29/2020	8	AdaptivErgo S-t-Stand Workstation - ALEAEWR3B	010-1201-460180	\$ 309.99
	4761202-0	I20-005933	20-001642	09/29/2020	1	Liberty Binder-PAK - FEL48110	010-1200-460100	\$ 85.52
	4761202-0	I20-005933	20-001642	09/29/2020	2	Spot Market - 92 Bright Copy Paper -Ten 500 Sheet Reems/Carion - WHDSM11	010-1200-460100	\$ 129.84
	4761202-0	I20-005933	20-001642	09/29/2020	3	100% Cotton Business Paper, 95 Bright, 20	010-1201-460140	\$ 79.98

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	4761202-0	I20-005933	20-001642	09/29/2020	4	lb, White 500/Ream - SOU13C Business Envelope, #9 Commercial Flap, Gummed Closure, 3.88 x 8.88, White, 500/box - QUA90090	010-1200-460100	\$	76.98
	4761202-0	I20-005933	20-001642	09/29/2020	5	Self-stick Notes 3x3, Assorted right, 100-sheet, 12/pack - MMM6549B	010-1200-460100	\$	20.46
	4761202-0	I20-005933	20-001642	09/29/2020	6	Intensity Ultra Permanent Marker, Extra Fine, Black, Dozen - BICGPMU11BK	010-1200-460100	\$	6.98
	4761202-0	I20-005933	20-001642	09/29/2020	7	Binder Clips, small, black, 36/pack - UNV10200VP3	010-1200-460100	\$	10.17
	4761202-0	I20-005933	20-001642	09/29/2020	8	Wirebound Business Notebook, Action Planner - MEA06064	010-1200-460100	\$	29.08
	4761202-0	I20-005933	20-001642	09/29/2020	9	Desk Calendar Refill with Tabs, 2021 - AAGE717T50	010-1200-460100	\$	7.52
	4761202-0	I20-005933	20-001642	09/29/2020	10	Desk Pad Calendar - 21.25x16 - 2021 - REDC181731	010-1200-460100	\$	7.48
	4761202-0	I20-005933	20-001642	09/29/2020	11	Insertable Big Tab Dividers, 5-tab, Letter - AVE23281	010-1200-460100	\$	22.40
	4761202-0	I20-005933	20-001642	09/29/2020	12	Insertable Big Tab Dividers - AVE11109	010-1200-460100	\$	8.30
	4761202-0	I20-005933	20-001642	09/29/2020	13	Hanging File Folders - Legal - 25/box - WHD74155	010-1200-460100	\$	53.16
	4761202-0	I20-005933	20-001642	09/29/2020	14	Hanging Folders - Letter - 25/box - WHD74055	010-1200-460100	\$	10.68
	4761202-0	I20-005933	20-001642	09/29/2020	15	Manila File Folder - 1/3 Cut - Letter - 100/Box - WHDR75213	010-1200-460100	\$	29.74
	4761202-0	I20-005933	20-001642	09/29/2020	16	Donut Shop Coffee K-cups, 24/box - DIE60052101	010-1200-460150	\$	59.56
	4761202-0	I20-005933	20-001642	09/29/2020	17	Gelo-ocity Quick Dry Retractable Gel Pen - Red, Dozen - BICRGLCG11RD	010-1200-460100	\$	22.30
	4761202-0	I20-005933	20-001642	09/29/2020	18	Self-stick notes 1.38 x 1.88. 12 pads/pack - MMM6539YW	010-1200-460100	\$	6.64
	4646438-1	I20-005938	20-000296	09/29/2020	1	Hand sanitizer - Building Maintenance	010-1700-460150	\$	1,082.85
[VENDOR] 1894 : WASTE MANAGEMENT OF ILLINOIS	1646255-4936-9	I20-005553	20-000256	09/10/2020	1	Waste hauling - August	031-1400-442100	\$	524,020.64
[VENDOR] 4506 : WILLE BROTHERS COMPANY	141263	I20-005651	20-001636	09/18/2020	1	(4) Yards Concrete	283-4003-462900	\$	504.00
	141263	I20-005651	20-001636	09/18/2020	2	Cartage for Concrete	283-4003-462900	\$	80.00
[VENDOR] 15186 : WRB, LLC CONSULTING AND MANAGEMENT SERVICES	2020-30	I20-005749	20-000820	09/21/2020	1	Professional consulting services as Interim Public Works Director - August - FINAL	010-5001-432800	\$	10,546.56
	2020-30	I20-005749	20-000820	09/21/2020	2	Professional consulting services as Interim Public Works Director - August - FINAL	031-6001-432800	\$	7,031.04
[VENDOR] 15267 : WRIGHT LINE LLC	004135083	I20-005658	20-001425	09/18/2020	1	Techbench, Overhead Light, Laminate Shelving, Pegboard, Task Light, and Suspended Pedestal, Quote #QWHQTP-05750	010-7002-460180	\$	2,182.97
	004135277	I20-005919	20-001425	09/29/2020	1	Suspended Pedestal	010-7002-460180	\$	187.61
[VENDOR] 2946 : ZIEBELL WATER SERVICE PRODUCTS INC.	251281-000	I20-005940	20-001541	09/29/2020	1	6x20 ALL SS REPAIR CLAMP- 261	031-6002-462400	\$	1,195.50
	251281-000	I20-005940	20-001541	09/29/2020	2	8X20 ALL SS REPAIR CLAMP- 261	031-6002-462400	\$	2,311.60
	251281-000	I20-005940	20-001541	09/29/2020	3	8X25 ALL SS REPAIR CLAMP- 261	031-6002-462400	\$	289.19
	251281-000	I20-005940	20-001541	09/29/2020	4	10X20 ALL SS REPAIR CLAMP- 261	031-6002-462400	\$	281.98
	251281-000	I20-005940	20-001541	09/29/2020	5	12X20 ALL SS REPAIR CLAMP- 261	031-6002-462400	\$	340.68

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number		Amount
	251281-000	I20-005940	20-001541	09/29/2020	6	6" HYMAX GRIP CUT IN SLEEVE-6.50"-7.20"	031-6002-462400	\$	393.00
	251281-000	I20-005940	20-001541	09/29/2020	7	8" HYMAX GRIP CUT IN SLEEVE-8.50"-9.40"	031-6002-462400	\$	510.00
	251281-000	I20-005940	20-001541	09/29/2020	8	12" HYMAX COUPLING 12.40-13.03/12.99-13.66	031-6002-462400	\$	1,677.00
	251281-000	I20-005940	20-001541	09/29/2020	9	UNIVERSAL- VALVE BOX STABILIZER	031-6002-462400	\$	372.00
GRAND TOTAL (Excluding Retainage) :								\$	2,302,578.48
RETAINAGE WITHHELD FOR INVOICE	CG20006-03	I20-005646	20-000946	09/18/2020				\$	-27,227.63
RETAINAGE WITHHELD FOR INVOICE	5	I20-005818	20-000933	09/23/2020				\$	-82,953.01
RETAINAGE WITHHELD FOR INVOICE	24074	I20-005816	20-001435	09/23/2020				\$	-1,947.50
RETAINAGE WITHHELD FOR INVOICE	0215885	I20-005609	20-001648	09/17/2020				\$	-1,742.13
RETAINAGE TOTAL :								\$	-113,870.27
GRAND TOTAL (Including Retainage) :								\$	2,188,708.21

Village of Orland Park Open Item Listing

Run Date: 09/30/2020 User: bobrien

Status: POSTED Due Date: 09/30/2020
Bank Account: BMO Harris Bank-Vendor Disbursement
Invoice Type: Check Request,Standard Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number		Amount
[VENDOR] 14816 : SUMURI, LLC	2020-0884	I20-005829	20-001759	09/24/2020	1	Recon Lab Annual Maintenance Service Once First Year Updates have Expired. - Includes in-version Updates and New Plugins for an Additional Year, Invoice #2020-0884	010-7002-429200	\$	900.00
GRAND TOTAL :								\$	900.00

Village of Orland Park Open Item Listing

Run Date: 09/30/2020 User: bobrien

Status: POSTED Due Date: 09/30/2020

Bank Account: BMO Harris Bank-Vendor Disbursement

Invoice Type: Check Request,Utility-General,Petty Cash,Standard,Utility-Telecom,Utility-Refund Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number		Amount
[VENDOR] 12468 : ACCESSDATA	92963	I20-005828	20-001519	09/24/2020	1	Forensic Tool Kit - Software Maintenance and Support - Includes PRTK, Registry Viewer, DNA, EID and Visualization, One Year License, Product #13000300, Quote #Q-66262-2	010-7002-460180	\$	1,259.44
[VENDOR] 14476 : AFFINITECH, INC.	50071	I20-005888	20-001348	09/29/2020	1	Axis P3807-PVE Network Camera, Item #01048-001, Quote #E71620	054-0000-470300	\$	7,837.69
	50071	I20-005888	20-001348	09/29/2020	2	Axis T94V01C Dual Camera Mount, Item #01457-001	054-0000-470300	\$	246.51
	50071	I20-005888	20-001348	09/29/2020	3	Axis T91B67 Pole Mount, Item #01473-001	054-0000-470300	\$	236.55
	50071	I20-005888	20-001348	09/29/2020	4	Axis Communications T8120 15W Midspan 1-Port, Item #5026-204	054-0000-470300	\$	342.79
	50081	I20-005889	20-001383	09/29/2020	1	AXIS P3245-LVE Network Camera-01593-001	031-6001-470100	\$	3,481.02
[VENDOR] 1376 : AT & T	Z99-2427	I20-005858		09/25/2020	1	8/17-9/16/20	010-0000-441100	\$	64.07
[VENDOR] 11424 : AT & T	831-000-8244 071	I20-005859		09/25/2020	1	Internet svcs	010-1600-442850	\$	1,861.65
[VENDOR] 14976 : COLLINS	08/31/20	I20-005695	20-001702	09/21/2020	1	Board of Fire & Police Commission Secretarial Services, 8/1/20 - 8/31/20	010-8000-442520	\$	600.00
[VENDOR] 9099 : COMCAST	8771010010001674	I20-005860		09/25/2020	1	9/14-10/13/20	021-1800-441800	\$	145.98
	8771010010001674	I20-005860		09/25/2020	2	9/14-10/13/20	283-4001-441800	\$	164.10
	8771010010001674	I20-005860		09/25/2020	3	9/14-10/13/20	010-0000-441800	\$	35.40
	8771010010001674	I20-005860		09/25/2020	4	9/14-10/13/20	010-5001-441800	\$	2.10
	8771010010001674	I20-005860		09/25/2020	5	9/14-10/13/20	283-4007-441800	\$	288.35
	8771010010001674	I20-005860		09/25/2020	6	9/14-10/13/20	010-1600-441800	\$	108.35
[VENDOR] 14675 : COMCAST BUSINESS SERVICES	934487531	I20-005811		09/23/2020	1	September	010-1600-441800	\$	1,240.21
	934487531	I20-005811		09/23/2020	2	September	010-1600-441800	\$	1,240.21
[VENDOR] 1274 : FEDEX	7-117-71254	I20-005809		09/23/2020	1	9/3/20 shipping - PD	010-7002-441600	\$	19.08
[VENDOR] 15167 : FLOORGUARD INC	3546	I20-005856	20-000749	09/24/2020	1	Installation of Platinum Flooring System - SandStone	283-4005-443150	\$	5,115.30
	3546	I20-005856	20-000749	09/24/2020	2	Stage 2 Paint Removal	283-4005-443150	\$	375.00
	3546	I20-005856	20-000749	09/24/2020	3	Installation of Sub Floor	283-4005-443150	\$	506.00
	3546	I20-005856	20-000749	09/24/2020	4	Covers gelling in pits, divots or cracks	283-4005-443150	\$	150.00
	3546	I20-005856	20-000749	09/24/2020	5	Cove Base Installation	283-4005-443150	\$	1,232.00
	3546	I20-005856	20-000749	09/24/2020	6	All inside and outside corners	283-4005-443150	\$	312.00
	3546	I20-005856	20-000749	09/24/2020	7	Equipment Fee	283-4005-443150	\$	200.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
	3546	I20-005856	20-000749	09/24/2020	8	Additional Room Charge Basement	283-4005-443150	\$ 800.00
	3546	I20-005856	20-000749	09/24/2020	9	Coat Footings	283-4005-443150	\$ 232.00
	3563	I20-005857	20-000749	09/24/2020	1	Family changing area	283-4005-443150	\$ 2,981.60
[VENDOR] 14805 : GOODMAN	10/02/20	I20-005773	20-001696	09/22/2020	1	Presenter fee for the program Devil in the White City at the museum on October 2, 2020.	028-0000-490200	\$ 250.00
[VENDOR] 1323 : GRAINGER, INC.	9596006354	I20-004610	20-000923	08/07/2020	1	UV Bulbs, replacement, 2HPB7	010-1700-461200	\$ 381.90
	9609406799	I20-005035	20-000923	08/21/2020	1	Credit for air cleaner bulb returns. Original inv. 9596006354	010-1700-461200	\$ -381.90
[VENDOR] 8393 : ILLINOIS AMERICAN WATER	1025-220004573984	I20-005801	20-000443	09/23/2020	1	Sewer charges for 341 homes in the Fernway subdivision - August	031-1400-441500	\$ 8,863.11
[VENDOR] 5749 : KONICA MINOLTA BUSINESS SOLUTIONS	418111498	I20-005830	20-001728	09/24/2020	1	One-time origination fee	010-1100-444700	\$ 100.00
	418111498	I20-005830	20-001728	09/24/2020	2	Monthly contract/Usage - 6/25-7/25/20	010-1100-444700	\$ 296.19
	420552234	I20-005831	20-001728	09/24/2020	1	Monthly contract/Usage - 7/25-8/25/20	010-1100-444700	\$ 333.82
	422893602	I20-005832	20-001728	09/24/2020	1	Monthly contract/Usage - 8/25-9/25/20	010-1100-444700	\$ 538.13
[VENDOR] 11804 : MIDWEST OFFICE INTERIORS	261449	I20-005836	20-001003	09/24/2020	1	Furniture, delivery and installation for Engineering Department per proposal dated 5/11/2020	010-1700-460180	\$ 1,195.04
[VENDOR] 13800 : NOVA QUARTER HORSES, INC.	1623	I20-005862	20-000245	09/25/2020	1	Instructor fees for horseback riding - Watson	283-4002-490200	\$ 75.00
[VENDOR] 15318 : PETTY CASH - CHRISTINA NETZEL	Netzel - 9/10/20	I20-005538		09/10/2020	1	South Suburban Juvenile Officer's Association Membership for Krystina Fitzgibbon	010-7002-429200	\$ 20.00
	Netzel - 9/10/20	I20-005538		09/10/2020	2	South Suburban Chiefs Monthly Training Meeting - Joseph Mitchell	010-7002-429100	\$ 20.00
	Netzel - 9/10/20	I20-005538		09/10/2020	3	South Suburban Chiefs Monthly Training Meeting - Steve Sutherland	010-7002-429100	\$ 20.00
	Netzel - 9/10/20	I20-005538		09/10/2020	4	Cleaning Supplies - Covid-19	010-7002-461100	\$ 18.32
	Netzel - 9/10/20	I20-005538		09/10/2020	5	Thermometer for Taking Temperatures - Covid-19	010-7002-464700	\$ 9.99
	Netzel - 9/10/20	I20-005538		09/10/2020	6	Diagonal Pliers for Flex Cuffs (Restraints)	010-7002-460280	\$ 24.92
	Netzel - 9/10/20	I20-005538		09/10/2020	7	Supplies for Chief McCarthy's Retirement Party	010-7002-460290	\$ 8.00
	Netzel - 9/10/20	I20-005538		09/10/2020	8	Supplies for Chief McCarthy's Retirement Party	010-7002-460290	\$ 9.99
	Netzel - 9/10/20	I20-005538		09/10/2020	9	Supplies for Chief McCarthy's Retirement Party	010-7002-460290	\$ 34.45
	Netzel - 9/10/20	I20-005538		09/10/2020	10	Tip for Delivery Person - Lunch for Police Department CIT Training Class	010-7002-464100	\$ 10.00
	Netzel - 9/10/20	I20-005538		09/10/2020	11	Refreshments for Chief McCarthy's Retirement Party	010-7002-464100	\$ 23.95
	Netzel - 9/10/20	I20-005538		09/10/2020	12	Refreshments for Chief McCarthy's Retirement Party	010-7002-464100	\$ 9.98
	Netzel - 9/10/20	I20-005538		09/10/2020	13	Baked Goods for Chief McCarthy's Retirement Party	010-7002-464100	\$ 87.50
	Netzel - 9/10/20	I20-005538		09/10/2020	14	Pizza for ESDA Volunteers Response - Covid-19	010-7005-464100	\$ 24.15
	Netzel - 9/10/20	I20-005538		09/10/2020	15	Bagels for Citizens Teen Academy	010-7002-464100	\$ 21.73

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number		Amount
[VENDOR] 15045 : PETTY CASH - ERCOLE ROSSI	9/10/2020	I20-005561		09/15/2020	1	Confidential Funds - July 2020	010-7002-432700	\$	200.00
[VENDOR] 8760 : STAPLES BUSINESS ADVANTAGE	3455346521	I20-005636	20-001447	09/18/2020	1	Avery Durable Standard 1" 3-Ring View Binder, White (17012)#816231	010-7002-460100	\$	29.88
	3455346521	I20-005636	20-001447	09/18/2020	2	Swingline® Premium Staple Cartridge, 3/8" Length, 5,000/Per Box (69495)#504241	010-7002-460100	\$	160.70
	3455346521	I20-005636	20-001447	09/18/2020	3	TRU RED File Folder, 1/3 Cut Tab, Letter Size, Manila, 100/Box (TR56675)#116657	010-7002-460100	\$	24.35
	3455346521	I20-005636	20-001447	09/18/2020	4	Bostitch Premium Standard Staples, 0.25" Leg Length, 5000 Staples/Box (SBS191/4CP)#504183	010-7002-460100	\$	6.00
	3455346521	I20-005636	20-001447	09/18/2020	5	Staples Standard 2" 3-Ring View Binders, White, 6/Carton (26444CT)#2661486	010-7002-460100	\$	20.99
	3455346522	I20-005637	20-001447	09/18/2020	1	Primera 53606 Black/Cyan/Magenta/Yellow Ink Cartridges, Standard Yield #IM1DY9107	010-7002-460100	\$	109.95
	3455346523	I20-005638	20-001363	09/18/2020	1	Staples Clasp Close Catalog Envelopes, 9"L x 12"H, Brown, 250/Box #487493	010-7002-460100	\$	92.16
	3455346524	I20-005639	20-001528	09/18/2020	1	Staples Standard 2" 3-Ring View Binders, White, 6/Carton(26444CT)#2661486	010-7002-460100	\$	41.98
	3455346524	I20-005639	20-001528	09/18/2020	2	DYMO D1 Standard 45013 Label Maker Tape, 1/2"W, Black On White #079511	010-7002-460100	\$	55.92
	3455346524	I20-005639	20-001528	09/18/2020	3	Hammermill Premium Laser Print 8.5" x 11" Multipurpose Paper, 32 lbs., 98 Brightness, 500/Ream (104646)#556910	010-7002-460100	\$	100.74
	3455346524	I20-005639	20-001528	09/18/2020	4	Verbatim 94554 52x CD-R, 700MB Capacity, Gray, 100/Pack #479609	010-7002-460100	\$	63.52
	3455346524	I20-005639	20-001528	09/18/2020	5	Verbatim (97693) 8x DVD+R DL, White Inkjet Printable, Hub Printable, 50/Pack #2072234	010-7002-460100	\$	87.28
	3455346524	I20-005639	20-001528	09/18/2020	6	BIC Intensity Permanent Marker, Fine Point, Black, Dozen (31531/GPM11BK)#488535	010-7002-460100	\$	27.60
	3455346528	I20-005640	20-001513	09/18/2020	1	Lynx digital 11 x 17 65# smooth cardstock paper # 632621	283-4001-460100	\$	264.18
	3455346529	I20-005641	20-001529	09/18/2020	1	Verbatim 128GB SDXC#VER44025	283-4001-460120	\$	54.31
[VENDOR] 9965 : SWC TECHNOLOGY PARTNERS LLC	001353640	I20-005787	19-002302	09/22/2020	1	Microsoft Exchange 2016 Migration	010-1600-432800	\$	3,561.25
	001366447	I20-005789	19-002302	09/22/2020	1	Microsoft Exchange 2016 Migration	010-1600-432800	\$	2,266.25
GRAND TOTAL :								\$	50,238.73

Village of Orland Park Open Item Listing

Run Date: 09/22/2020 User: bobrien

Status: POSTED Due Date: 09/22/2020

Bank Account: BMO Harris Bank-Vendor Disbursement

Invoice Type: Check Request,CDRefunds,Utility-General,Payroll,Petty Cash,Retainage,Standard,Utility-Telecom,Utility-Refund Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 14846 : ARAMARK UNIFORM SERVICES	603000002932	I20-005744	20-000074	09/21/2020	1	Shop towel service for V&E	010-5006-442700	\$ 57.14
	603000007803	I20-005745	20-000074	09/21/2020	1	Shop towel service for V&E	010-5006-442700	\$ 57.14
	603000012809	I20-005746	20-000074	09/21/2020	1	Shop towel service for V&E	010-5006-442700	\$ 57.14
[VENDOR] 13229 : ARTISTIC ENGRAVING	15623	I20-005698	20-001718	09/21/2020	1	Wall Mounted Baton with Blue Braid for Officer W. Sekula, Invoice #15623	010-7002-460290	\$ 135.00
	15623	I20-005698	20-001718	09/21/2020	2	Gold Name Plate, Item #A7159	010-7002-460290	\$ 37.50
	15623	I20-005698	20-001718	09/21/2020	3	Boston 100-S-4002/A7159 Cut Out	010-7002-460290	\$ 70.00
	15623	I20-005698	20-001718	09/21/2020	4	Shipping	010-7002-460290	\$ 17.23
[VENDOR] 11424 : AT & T	831-000-2478 678	I20-005689		09/21/2020	1	Internet svcs	010-1600-442850	\$ 1,730.43
[VENDOR] 12551 : AUSTIN TYLER CONSTRUCTION, INC.	6 - Final	I20-005572	19-001978	09/16/2020	1	Fernway Subdivision Roadway Improvements 2019 - Final	054-0000-471250	\$ 1,329.66
	6 - Final	I20-005572	19-001978	09/16/2020	2	Fernway Subdivision Ditch Grading Improvements 2019 - Final	031-6007-470500	\$ 6,294.54
	6 - Final	I20-005572	19-001978	09/16/2020	3	Wlodarski Park Parking Lot Improvements	023-0000-470700	\$ 3,054.10
	6 - Final	I20-005573	19-001978	09/16/2020	1	Fernway Subdivision Roadway and Ditch Grading Improvements 2019 - Pay retainage	023-0000-205000	\$ 4,194.59
	6 - Final	I20-005573	19-001978	09/16/2020	2	Fernway Subdivision Roadway and Ditch Grading Improvements 2019 - Pay retainage	054-0000-205000	\$ 57,293.82
	6 - Final	I20-005573	19-001978	09/16/2020	3	Fernway Subdivision Roadway and Ditch Grading Improvements 2019 - Pay retainage	031-0000-205000	\$ 35,406.10
[VENDOR] 15295 : BUFFALO WILD WINGS	08/31/20-Buffalo	I20-005667		09/18/2020	1	August 2020 - Sales Tax Sharing Rebate (.05% of Sales)	010-0000-484561	\$ 1,512.15
[VENDOR] 12125 : CAIC PRIMARY	09/18/2020	I20-005592		09/18/2020	1	VOP, 9.18.2020, Premium Group #11031, CAIC EE Deductions - Payment Verification	010-0000-210129	\$ 578.06
[VENDOR] 10907 : CASA MARGARITA	08/31/20-Casa Marg	I20-005666		09/18/2020	1	July 2020 - Sales Tax Sharing Rebate (.05% of Sales)	010-0000-484561	\$ 1,250.72
[VENDOR] 15079 : DESIGNTEK ENGINEERING INC.	20-0443	I20-005547	20-001650	09/10/2020	1	Engineering analysis/report for storm water system at Vintage Crossing and Fawn Ridge Subdivisions	031-6007-432500	\$ 10,840.00
	20-0551	I20-005548	20-001650	09/10/2020	1	Engineering analysis/report for storm water system at Vintage Crossing and Fawn Ridge Subdivisions	031-6007-432500	\$ 2,710.00
[VENDOR] 1274 : FEDEX	7-092-08684	I20-005358		09/02/2020	1	8/3/20 Shipping - Dev. Svcs.	010-2001-441600	\$ 13.99
	7-092-08684	I20-005358		09/02/2020	2	8/4/20 Shipping - PD	010-7002-441600	\$ 11.77
	7-111-48426	I20-005582		09/16/2020	1	8/24/20 shipping - Dev. Svcs.	010-2001-441600	\$ 43.94

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number	Amount
[VENDOR] 1323 : GRAINGER, INC.	9596006354	I20-004610	20-000923	08/07/2020	1	UV Bulbs, replacement, 2HPB7	010-1700-461200	\$ 381.90
	9609406799	I20-005035	20-000923	08/21/2020	1	Credit for air cleaner bulb returns. Original inv. 9596006354	010-1700-461200	\$ -381.90
[VENDOR] 14642 : INTRADO INTERACTIVE SERVICES CORPORATION	104318	I20-005581	20-001661	09/16/2020	1	CivicLive-Professional Services for Website Redesign Invoice Dispute Resolution Agreement	010-1600-432800	\$ 3,300.00
[VENDOR] 15297 : JIFFY LUBE OF ORLAND PARK	08/31/20-Jiffy Lube	I20-005668		09/18/2020	1	August 2020 - Sales Tax Sharing Rebate (.05% of Sales)	010-0000-484561	\$ 261.64
[VENDOR] 15114 : KLEEN AIR SERVICE CORPORATION	33792	I20-005563	20-000399	09/16/2020	1	Cleaning of Village Hall Air Handling System	010-1700-443100	\$ 18,950.00
[VENDOR] 10120 : LINJEN PROMOTIONS, INC.	08/31/20-LinJen	I20-005669		09/18/2020	1	July 2020 - Sales Tax Sharing Rebate (.05% of Sales)	010-0000-484561	\$ 75.90
[VENDOR] 15345 : LIU'S CHOP SUEY	07/31/20-Liu's Chop	I20-005665		09/18/2020	1	July 2020 - Sales Tax Sharing Rebate (.05% of Sales)	010-0000-484561	\$ 49.59
[VENDOR] 15277 : MO'S CHINESE KITCHEN	08/31/20-Mo's	I20-005670		09/18/2020	1	August 2020 - Sales Tax Sharing Rebate (.05% of Sales)	010-0000-484561	\$ 645.90
[VENDOR] 3934 : NCPERS GROUP LIFE INSURANCE	09/18/2020	I20-005600		09/18/2020	1	VOP, 9.18.2020, Unit# 4890 & 7791	010-0000-210115	\$ 880.00
[VENDOR] 6703 : OZINGA READY MIX CONCRETE, INC	112373	I20-005770	20-001698	09/22/2020	1	2 x 2 x 6 Concrete Block for OP business	010-5002-484990	\$ 390.00
	112373	I20-005770	20-001698	09/22/2020	2	Freight	010-5002-484990	\$ 425.00
[VENDOR] 15296 : SALON EVANGELOS	08/31/20-Salon Evang	I20-005672		09/18/2020	1	August 2020 - Sales Tax Sharing Rebate (.05% of Sales)	010-0000-484561	\$ 159.85
[VENDOR] 2452 : SECRETARY OF STATE	09/16/20	I20-005590	20-001694	09/16/2020	1	CONFIDENTIAL LICENSE PLATE RENEWAL FOR UNIT #1442, PLATE# 534836	010-7002-484100	\$ 151.00
	09/17/20	I20-005623	20-001717	09/17/2020	1	Title for new police prisoner transport vehicle, Unit #1430, 2020 Ford Transit Van, VIN # 1FTBW2C80LKA63175	010-7002-484100	\$ 150.00
[VENDOR] 13737 : SQUARE CELT ALE HOUSE	08/31/20-Square Celt	I20-005540		09/10/2020	1	August 2020 - Sales Tax Sharing Rebate (.05% of Sales)	010-0000-484561	\$ 624.26
[VENDOR] 15285 : SUBMARINE CITY	08/31/20-Sub City	I20-005673		09/18/2020	1	August 2020 - Sales Tax Sharing Rebate (.05% of Sales)	010-0000-484561	\$ 265.18
[VENDOR] 14068 : THE COP FIRE SHOP	200118	I20-005676	20-000543	09/18/2020	1	Women's L/S light blue shirts. Item number 102W6625	010-7002-460190	\$ 264.00
	200118	I20-005676	20-000543	09/18/2020	2	Women's light blue S/S shirts. Item number 152R6625	010-7002-460190	\$ 280.00
	200118	I20-005676	20-000543	09/18/2020	3	Women's navy pants. Item number 38200W	010-7002-460190	\$ 235.00
	200118	I20-005676	20-000543	09/18/2020	4	Zip front sweater item number 4010	010-7002-460190	\$ 55.00
	200118	I20-005676	20-000543	09/18/2020	5	Boston BW leather belt with silver buckle. Item number 6505-3	010-7002-460190	\$ 25.00
	200118	I20-005676	20-000543	09/18/2020	6	Silver name plates Item- REEVES	010-7002-460190	\$ 10.00
	200610	I20-005678	20-001062	09/18/2020	1	Vest cover - Lombardo	010-7002-460190	\$ 200.00
	200596	I20-005679	20-001062	09/18/2020	1	Vest cover - Landin	010-7002-460190	\$ 200.00

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number		Amount
[VENDOR] 14256 : THE HUMAN RACE SPORTS	08/31/20-Human Race	I20-005674		09/18/2020	1	August 2020 - Sales Tax Sharing Rebate (.05% of Sales)	010-0000-484561	\$	142.46
[VENDOR] 15280 : THE ORIGINAL PANCAKE HOUSE	08/31/20-Orig Pancak	I20-005675		09/18/2020	1	August 2020 - Sales Tax Sharing Rebate (.05% of Sales)	010-0000-484561	\$	831.79
[VENDOR] 13530 : THERMOSYSTEMS, INC.	0081852	I20-005568	20-001197	09/16/2020	1	Compressor RMFG 40M BTU #300048049	010-1700-461700	\$	7,880.30
	0081852	I20-005568	20-001197	09/16/2020	2	Core	010-1700-461700	\$	775.00
	0081852	I20-005568	20-001197	09/16/2020	3	CMPR PART UNLDR-VLV COIL & GASKET #SG9980212	010-1700-461700	\$	397.52
	0081852	I20-005568	20-001197	09/16/2020	4	CONTCTR 3P 120V 50/60HZ # 027514404	010-1700-461700	\$	79.99
	0081852	I20-005568	20-001197	09/16/2020	5	Shipping	010-1700-461700	\$	112.40
	0082459	I20-005569	20-001197	09/16/2020	1	Compressor core return. Original inv 0081852	010-1700-461700	\$	-775.00
	0082465	I20-005570	20-001197	09/16/2020	1	Credit for contactor return. Original inv 0081852	010-1700-461700	\$	-79.99
[VENDOR] 3157 : TRAVERSO'S	7&8/31-Traverso	I20-005677		09/18/2020	1	July & August 2020 - Sales Tax Sharing Rebate (.05% of Sales)	010-0000-484561	\$	856.46
[VENDOR] 14526 : VINES	09/04/20	I20-005714	20-000640	09/21/2020	1	Administrative Law Judge - 9/4/20	010-0000-432100	\$	430.00
GRAND TOTAL :								\$	164,943.27

Village of Orland Park Open Item Listing

Run Date: 09/22/2020 User: bobrien

Status: POSTED Due Date: 09/22/2020
Bank Account: BMO Harris Bank-Vendor Disbursement
Invoice Type: Auto Pay,Payroll-Auto Pay Created By: All

Vendors	Vendor Invoice	Invoice	Purchase Order	Due Date	Line No	Line Item Description	Account Number		Amount
[VENDOR] 4759 : AFLAC	09/18/2020	I20-005601		09/18/2020	1	VOP, 9.18.2020, Premium Group #D8052, AFLAC EE Deductions - Payment Verification	010-0000-210129	\$	1,111.62
[VENDOR] 13657 : BMO HARRIS BANK N.A.	09/18/2020	I20-005595		09/18/2020	1	FSA EE Contributions, 09/18/2020	010-0000-210107	\$	1,330.04
[VENDOR] 3925 : ILLINOIS DEPARTMENT OF REVENUE	09/18/2020	I20-005596		09/18/2020	1	State Tax Withholdings, 9.18.2020, BWPR	010-0000-215101	\$	47,995.57
[VENDOR] 1398 : ILLINOIS MUNICIPAL RETIREMENT FUND	09/18/2020	I20-005659		09/18/2020	1	IMRF 08/2020 Payment/ Village and Library EE / ER Contributions	010-0000-130800	\$	27,722.50
	09/18/2020	I20-005659		09/18/2020	1	IMRF 08/2020 Payment/ Village and Library EE / ER Contributions	010-0000-210102	\$	207,587.77
	09/18/2020	I20-005659		09/18/2020	1	IMRF 08/2020 Payment/ Village and Library EE / ER Contributions	010-0000-210124	\$	24,279.38
[VENDOR] 8489 : UNITED STATES TREASURY	09/18/2020	I20-005605		09/18/2020	1	Federal Tax Withholdings, 9.18.2020, BWPR	010-0000-215100	\$	127,726.22
	09/18/2020	I20-005605		09/18/2020	2	Social Security Tax Withholdings, 9.18.2020, BWPR	010-0000-215102	\$	77,572.14
	09/18/2020	I20-005605		09/18/2020	3	Medicare Tax Withholdings, 9.18.2020, BWPR	010-0000-215103	\$	31,577.88
GRAND TOTAL :								\$	546,903.12

Village of Orland Park Open Item Listing

Run Date: 09/18/2020 User: bobrien

Status: POSTED Due Date: 09/18/2020
Bank Account: BMO Harris Bank-Vendor Disbursement
Invoice Type: Check Request, 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	09/18/2020	I20-005597		09/18/2020	1	VOP Dues, 9.18.20, AFSCME Membership Dues	010-0000-210105	\$	3,021.46
[VENDOR] 13548 : AXA EQUITABLE LIFE INSURANCE COMPANY	09/18/2020	I20-005594		09/18/2020	1	VOP, 2020.9.18, Plan # 690921	010-0000-210131	\$	447.46
[VENDOR] 5704 : I.B.E.W. LOCAL 134	09/18/2020	I20-005635		09/18/2020	1	IBEW Dues	010-0000-210106	\$	521.19
[VENDOR] 3929 : ICMA RETIREMENT TRUST - 457	09/18/2020	I20-005598		09/18/2020	1	VOP, 09/18/2020, Plan # 301728	010-0000-210125	\$	2,807.74
[VENDOR] 6056 : IUOE LOCAL 399	09/18/2020	I20-005603		09/18/2020	1	VOP Dues #788/1069, 9.18.2020, IUOE Membership Dues	010-0000-210108	\$	1,774.00
[VENDOR] 9156 : MASS MUTUAL	09/18/2020	I20-005606		09/18/2020	1	VOP, 09/18/2020 # 110163	010-0000-210127	\$	18,632.29
[VENDOR] 6154 : METROPOLITAN ALLIANCE OF POLICE	09/18/2020	I20-005604		09/18/2020	1	VOP Dues, 9.18.2020, MAP Membership Dues	010-0000-210111	\$	2,888.00
[VENDOR] 5974 : ORLAND PARK POLICE SUPERVISORS ASSOC.	09/18/2020	I20-005602		09/18/2020	1	Orland Park Police Association Dues, 09/18/2020	010-0000-210109	\$	180.00
[VENDOR] 3931 : USCM CLEARING ACCOUNT	09/18/2020	I20-005599		09/18/2020	1	VOP, 09/18/2020, Entity# 13359	010-0000-210126	\$	6,804.00
[VENDOR] 1884 : VILLAGE OF OAK LAWN	1-9990011-00	I20-005501		09/08/2020	1	August Water Usage	031-1400-441400	\$	1,215,799.93
GRAND TOTAL :								\$	1,252,876.07

DATE: October 5, 2020

REQUEST FOR ACTION REPORT

File Number:	2020-0663
Orig. Department:	Finance Department
File Name:	Payroll for September 18, 2020 - Approval

BACKGROUND:

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve the Bi-weekly Payroll for September 18, 2020, in the amount of \$1,113,068.67

Bi-Weekly Payroll for September 18, 2020

VILLAGE MANAGER	010-1100	51,189.20
VILLAGE CLERK	010-1200	2,833.60
PUBLIC INFORMATION	010-1201	4,732.52
FINANCE	010-1400	39,926.08
OFFICIALS	010-1500	15,461.86
M.I.S.	010-1600	16,097.66
NATURAL RESOURCES & FACILITIES	010-1700	47,257.02
CIVIC CENTER	021-1800	4,977.17
DEVELOPMENT SERVICES - ADMINISTRATION DIVISION	010-2001	13,567.68
DEVELOPMENT SERVICES - BUILDING DIVISION	010-2002	26,527.09
DEVELOPMENT SERVICES - PLANNING DIVISION	010-2003	14,988.40
DEVELOPMENT SERVICES - TRANSPORTATION & ENGINEERING	010-2004	15,586.02
RECREATION - ADMINISTRATION	283-4001	68,629.58
RECREATION - PROGRAMS	283-4002	9,302.53
RECREATION - PARK OPERATIONS	283-4003	31,238.87
RECREATION - CENTENNIAL POOL	283-4005	22,543.35
RECREATION - SPORTSPLEX	283-4007	12,949.22
RECREATION - SPECIAL RECREATION	283-4008	3,296.35
PUBLIC WORKS - ADMINISTRATION	010-5001	15,491.20
PUBLIC WORKS - STREETS	010-5002	51,366.02
PUBLIC WORKS - PACE	010-5003	286.89
PUBLIC WORKS - VEHICLE & EQUIPMENT	010-5006	8,575.82
PUBLIC WORKS - WATER & SEWER	031-6001	57,076.52
POLICE	010-7002	579,168.02
MUSEUM	028-0000	-

GROSS PAY

\$ 1,113,068.67

EMPLOYER EXPENSES

IMRF	420200	-
SOCIAL SECURITY TAX	420100	38,786.07
MEDICARE TAX	420500	15,788.94
TOTAL EMPLOYER EXPENSES		\$ 54,575.01

TOTAL

1011000 \$ 1,167,643.68

REQUEST FOR ACTION REPORT

File Number:	2020-0660
Orig. Department:	Police Department
File Name:	Police Protective Equipment Purchase - Approval

BACKGROUND:

The Police Department is requesting to utilize the United States General Services Administration (GSA) Purchasing Program to procure protective equipment. The GSA Purchasing Program allows local governments to benefit from pre-vetted industry partners on a variety of products and services offered through specific GSA contracts. The Village is eligible for the contract pricing from FEI/SRT under GSA contract # GS-07F-0133W for Haven Gear.

Haven Gear is currently utilized by all ILEAS Mutual Aid Response Teams (Mobile Field Force) which is trained to provide a rapid, organized, and disciplined response to civil disorders. The Haven Gear being purchased was vetted by the ILEAS Field Force of which there are currently (2) Orland Park Officers assigned to this team.

BUDGET IMPACT:

Funds for this purchase are available in the FY2020 budget account 010-7002-460290.

REQUESTED ACTION:

I move to approve accepting the GSA contract proposal from FEI/SRT for the purchase of Haven Gear in the in an amount not to exceed \$79,428.65.

Thank you for allowing Federal Eastern International to provide you with a quote.

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!, a menu-driven database system. The INTERNET address of GSA Advantage! Is <http://www.gsadvantage.gov>

SCHEDULE TITLE: Federal Supply Schedule 084 – Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose Clothing, Marine Craft and Emergency/Disaster Response FSC Class: 4220 8405, 8465, 8470, 8415, 5120, 5855, 3690, 6665

CONTRACT NUMBER: GS-07F-0133W

CONTRACT PERIOD: December 08, 2019 - December 07, 2024

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

CONTRACTOR: SRT Supply, LLC

1523 CHAFFEE ROAD S, UNIT 12
JACKSONVILLE, FL 32221
PHONE: 727-526-5451
FAX: 727-547-6893

CONTRACTOR'S ADMINISTRATION SOURCE: SRT Supply, LLC

1523 CHAFFEE ROAD S, UNIT 12
JACKSONVILLE, FL 32221
PHONE: 727-526-5451
FAX: 727-547-6893
POC: John DuPuy EMAIL: jd@srtsupply.com

BUSINESS SIZE: Small, Small Disadvantaged Business

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):

SIN	DESCRIPTION
426 1A	Miscellaneous Personal Equipment – Consisting of Belts, Shell Cartridge Cases, Speed Loader Cases, Clip Holders, Handcuff Cases, Gun and Flashlight Holsters, Flashlights (Police, Hand-Held Electric, Penlight, Traffic), Baton Rings, Belt Straps, IN Cases, Tactical Equipment Duty Gloves, Etc.; composed of leather and other materials. THIS SIN DOES NOT INCLUDE FIREARMS OR AMMUNITION.
426 1B	Body Armor – (including canine body armor) and Ancillary Services such as Alterations, Measuring, etc.
426 1C	Helmets
426 1D	Restraining Equipment – Consisting of Cuffs, Batons, CN, CS and OC Munitions, other Less-Than-Lethal Munitions, Distraction Devices and Accessories such as Neutralizers and Gas Masks
426 1G	Miscellaneous Non-Personal Law Enforcement Equipment – Including Forced Entry Tools and Vehicle Disabling Equipment
426 4C	Night Vision Equipment – to include Camera Equipment used in conjunction with night vision equipment

426 4E	Bomb Disposal and Hazardous Material Protective and Detective Equipment
426 4K	Metal and Bomb Detection Equipment: - Includes Airport Security, also ancillary services such as installation, training, etc.
426 4S	Closed Circuit Surveillance Systems: - Including but not limited to CCTV surveillance systems and components including monitors, cameras telescopic lenses, camera mounts and enclosure, audio components such as microphones, control centers for managing single or multiple cameras. The CCTV surveillance systems can use either hard-wired or wireless methods to transmit information. Audio and Video recording devices for use with CCTV systems, night vision and infrared devices designed specifically for CCTV surveillance systems, computer equipment and software required to perform the functions specified, vehicular video surveillance equipment, mirrors and binoculars, observation towers, Covert Surveillance systems are also included. This SIN also includes ancillary services such as installation and training required for the CCTV Surveillance Systems.

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

SIN	Model	Price
426-1A	GSASURMK1 - MAINTENANCE KIT FOR M952V	\$2.12
426-1B	GSAPBRD1N00BV0JRED - Red R20D outer carrier w/Fixed pockets. Awarded shipping terms of 5 Days ARO shall apply except for custom sized items and drop shipments from the manufacturer. Contact SRT Supply, Inc. with questions concerning these delivery times.	\$110.83
426-1C	No models listed	\$0.00
426-1D	GSACTS8010 - KEYS & ACCESSORIES UNIVERSAL STANDARD HANDCUFF KEY, FITS POPULAR BRANDS, SINGLE	\$0.70
426-1G	GSABRO3836PC25 - 3/8" x 36" Rods 25 lb. box (33 rods/box)	\$128.97
426-4C	No models listed	\$0.00
426-4E	No models listed	\$0.00
426-4K	GSAGRT1600100 - Earphone - For Super Scanner	\$2.08
426-4S	GSAEPCEP-BElbow - Black Plastic Elbow for Rubber Ear Mold	\$0.98

1c. HOURLY RATES: N/A

2. MAXIMUM ORDER*:

SIN	Maximum Order
426-1A	\$200,000
426-1B	\$500,000
426-1C	\$200,000
426-1D	\$200,000
426-1G	\$200,000
426-4C	\$200,000
426-4E	\$200,000
426-4K	\$850,000
426-4S	\$200,000

3. MINIMUM ORDER: \$100.00

4. **GEOGRAPHIC COVERAGE:** 48 Contiguous States and the District of Columbia, Alaska, Hawaii, the Commonwealth of Puerto Rico, or U.S. territories and to a CONUS port or consolidation point for orders received from overseas activities.

5. **POINT(S) OF PRODUCTION:**

BRAND	PRODUCTION POINT COUNTY
Mobilize Rescue	Pittsford, NY, Monroe County
Combined Systems, Inc.	Jamestown, PA, Mercer County
Earphone Connection	Valencia, FA, Los Angeles County
Point Blank Body Armor	Pompano Beach, FL Broward County
Load Luggger	Fenton, MI, Genesee County
SRT Supply	St. Petersburg, FL, Pinellas County

6. **DISCOUNT FROM LIST PRICES:** 10% from the accepted price list. For calculation of the GSA schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded in to GSA Advantage), the contractor should deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). Current IFF rate is 0.75%.

7. **QUANTITY DISCOUNT(S):** None

8. **PROMPT PAYMENT TERMS:** 1% 10, NET 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9b. Government Purchase Cards are accepted above the micro-purchase threshold.

10. **FOREIGN ITEMS:** None

11a. **TIME OF DELIVERY:** 5-30 DARO

11b. **EXPEDITED DELIVERY:** 1 DARO (IF IN STOCK)

11c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact the Contractor for availability and rates.

11d. **URGENT REQUIREMENTS:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. **FOB POINT:** Origin

13a. **ORDERING ADDRESS:** Same as contractor's address

14. **PAYMENT ADDRESS:** Same as contractor's address

15. **WARRANTY PROVISION:** Manufacturer's Warranty. Customer should contact contractor for a copy of the warranty.

16. **EXPORT PACKING CHARGES:** Not applicable

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any thresholds above the micro-purchase level)

18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A

19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATION DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A

21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

24b. **Section 508 Compliance for EIT:** N/A

25. **DUNS NUMBER:** 836074880

26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.**



2825 Business Center Blvd
Suite C9
Melbourne, Florida 32940
P: (321) 254-9569
F: (321) 255-1133

RE: Sole Source letter

Monday, February 3, 2020

To Whom It May Concern:

Haven Gear, LLC is the manufacturer of Haven Gear Riot Equipment, accessories, and all products listed in the Haven Gear catalog. FEI / SRT Supply acts as the sole direct distributor and representative to the law enforcement community within their territory on our behalf. They provide product demonstrations and other valuable sales and marketing services for our brand to their customers. FEI / SRT Supply has been deemed an authorized reseller of Haven Gear products.

Sincerely,

Jeff Scarlett

VP – Business Development

Haven Gear, LLC

2825 Business Center Blvd

Suite 6

Melbourne, FL 32940

321-254-9569

REQUEST FOR ACTION REPORT

File Number:	2020-0674
Orig. Department:	Police Department
File Name:	Avon Air Purifying Respirators - Police Protective Equipment Purchase and Budget Amendment - Approval

BACKGROUND:

The Police Department is requesting to utilize the United States General Services Administration (GSA) Purchasing Program to procure Avon Air Purifying Respirators for crowd control and civil unrest protective equipment. The GSA Purchasing Program allows local governments to benefit from pre-vetted industry partners on a variety of products and services offered through specific GSA contracts. The Village is eligible for the contract pricing from FEI/SRT under GSA contract # GS-07F-0133W for Avon protective masks.

Avon C50 Air Purifying Respirators are currently utilized by all ILEAS Mutual Aid Response Teams (Mobile Field Force) which is trained to provide rapid, organized, and disciplined response to civil disorders. The Avon Air Purifying Respirators being purchased were vetted by the ILEAS Field Force of which there are currently two (2) Orland Park officers assigned to this team.

BUDGET IMPACT:

Funds for this purchase are available in the FY2020 budget account 010-7002-460290.

REQUESTED ACTION:

I move to approve accepting the GSA contract proposal from FEI/SRT for the purchase of Avon Protective Masks in an amount not to exceed \$49,734.06;

And,

I move to approve an increase to the FY2020 expenditure budget of the General Fund in the amount of \$49,734.06, and an increase to the FY2020 revenue budget of the General Fund in the amount of \$49,734.06 through a transfer from the General Fund reserves.

Thank you for allowing Federal Eastern International to provide you with a quote.



C50TM

THE ALL CHALLENGE MASK

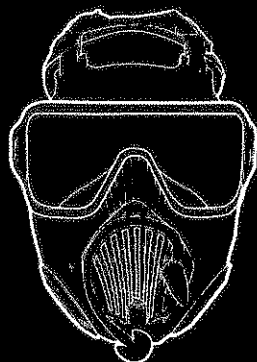


AIR PURIFYING RESPIRATOR

AVON
PROTECTION

C50™

THE ALL CHALLENGE MASK



The Avon C50 protective mask is based on the U.S. M50/ JSGPM (Joint Services General Purpose Mask) and sharing key technologies, provides maximum operational flexibility to counter multiple threat scenarios, including chemical, biological, nuclear and radiological (CBRN) agents, Toxic Industrial Chemicals (TICs), and Toxic Industrial Materials (TIMs).

The C50 offers high protection, outstanding field of vision and superior comfort. The innovative design features optimize the user's time in the operational area.

IDEAL FOR:

Battlefield CBRN protection
First Responders
Corrections Officers
Specialist law enforcement
Counter terrorism operations



C50 single & twin port masks are approved for CE Marking and suitable for use in a CBRN environment when used with a suitable approved filter (Type-examination approval: PPE Regulation 2016/425/EU - Module B: Certificate CE 684841).



The C50 twin port mask is NIOSH CBRN Cap 1 approved with the CBRNF12B filter (TC-14G-0285) and NIOSH 42 CFR 84 riot control CS/CN/P100 approved with the CTF12 filter (TC-14G-0278).

The C50 meets the latest NATO military requirements

UNIQUE VISOR TECHNOLOGY

- Polyurethane visor is highly flexible plus scratch and impact resistant and will not yellow over time
- Optically correct across the whole field of view
- Panoramic visor design gives excellent field of vision and wearer recognition while enhancing compatibility with weapon sights
- The Vision Correction System allows prescription lenses to be mounted inside the mask
- Clear outserts for extreme environments
- Sunlight outserts for high intensity light situations
- BlueBlocker outsert delivers sharper images by filtering out specific light wavelengths



AIR FLOW MANAGEMENT

- Heat build up minimized
- Low inhalation resistance
- Excellent de-mist properties
- Common valves for simplicity and lower through-life cost

THE ALL CHALLENGE MASK

USER BENEFITS

- The unique chlorobutyl/silicone blend face piece material ensures the mask is not only high in protection but also provides a better seal and is more comfortable to wear for extended periods
- Compatibility with helmets, CBRN protective clothing and NFPA Class 3 Suits due to the low profile, close contour brow, flat buckles and extended chin flap
- Quick donning due to the pre-adjusted buckles
- 3 sizes providing secure and comfortable fit for all facial shapes and sizes

HYDRATION

- High flow fail safe drinking device allows connection to either a canteen or bladder type hydration system

COMMUNICATIONS

- Front mounted exhale valve allows clear direct communication
- For enhanced communication, an optional Voice Projection Unit (VPU) with internal microphone is easily connected via the Electronic Communication Port (ECP)
- Additional external communication systems can be attached via this ECP using available leads

FILTRATION

- Filter canisters are side mounted on either left or right side minimizing interference and allowing improved capability for shoulder mounted devices
- Standard STANAG round thread 40 x 1/7 mm
- Allows for PAPR devices for improved protection



C50™

C50 Mask Specifications

Filter	Part Number	Classification	Application
CSCF50	72601/71/4	Riot Control	All particulate hazards including dust, fume, bacteria and virus, plus riot agent CS (meets 8 hour NIOSH test standards) and CN (<1 hour NIOSH test standards).
CTCF50	72606/3	Riot Control	Removal of aerosols, particulate matter, smoke, fumes and vapours. Specifically designed for removal of tear gases including CS, CN and OC pepper spray.
MILCF50	72604/3	NATO CBRN	CBRN filter canister designed to meet the relevant criteria specified in the NIOSH CBRN APR standard at the 15-minute classification level (CAP 1). The EUROPEAN STANDARD, EN 14387 (A1B2E1K1P3), and chemical and biological warfare agents in aerosols, liquid and vapour form.
CBRNCF50	72601/2	NIOSH Approved CBRN CAP 1	Dual classification for industrial and CBRN applications. All particulate hazards including dust, mist, fume, bacteria and virus plus all NIOSH specified CBRN gases and vapors including nerve, blood, choking and blister agents and toxic industrial materials.
CBRNFIRCE	70010/23/1	CE Approved EN14387:04 A1 B2 E1 K1 P3	Dual classification for industrial and CBRN applications. All particulate hazards including dust, mist, fume, bacteria and virus plus all vapours including nerve, blood, choking and blister agents and toxic industrial materials.

C50 Technical Data

CBRN Agent Resistance	Requirement	C50 performance
Mustard (H) / Sarin (GB) Soman (GD) / VX	36 hours	Greater than 36 hours
Laboratory protection factor performance (sodium chloride)	2,000	Greater than 10,000
Re-breathed CO ₂	Less than 1%	0.8%
Inhalation resistance at:		
30 l/min	5 mm WG	3 mm WG
95 l/min	15 mm WG	13 mm WG
160 l/min	25 mm WG	23 mm WG
Exhalation resistance at 160 l/min	30 mm WG	15 mm WG
Mask weight	N/A	490 grams
NIOSH Visual Field Score (VFS)	90	96

NIOSH C50 Twin Filter Port Mask

Description	Part Number
C50 Mask Assembly Twinport RH LGE	70501/187
C50 Mask Assembly Twinport RH MED	70501/188
C50 Mask Assembly Twinport RH SML	70501/189

CE C50 Single Filter Port Mask

C50 Mask Assembly RH LGE	70501/193
C50 Mask Assembly RH MED	70501/194
C50 Mask Assembly RH SML	70501/195
C50 Mask Assembly LH LGE	70501/199
C50 Mask Assembly LH MED	70501/200
C50 Mask Assembly LH SML	70501/201

CE C50 Twin Filter Port Mask

C50 CE Mask Assembly Twinport LGE	70501/562
C50 CE Mask Assembly Twinport MED	70501/563
C50 CE Mask Assembly Twinport SML	70501/564

The Americas

t: +1 888 286 6440

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GR13188-04



Industry Certified Protection Factors
NATO standard protection factors give reassurance that the mask has been rigorously tested to optimum levels.

NIOSH CBRN approved TC-14G-0318.

NIOSH approved 42 CFR 84 CS/CN/P100

TC-149-0278.



C50 single & twin filter port masks are CE certified for use in a CBRN environment. Type-examination approval: PPE Regulation 2016/425/EU - Module B: Certificate CE 684841.

Avon products and associated technical information are controlled under U.S. export laws and regulations and are subject to the Export Administration Regulations (EAR) under the U.S. Department of Commerce (DOC), Bureau of Industry and Security (22 CFR 730-774). Prior authorization from the U.S. Government may be required for any export, re-export, diversion, or transfer.



ADVANCE WITH CONFIDENCE

www.avon-protection.com

AVON
PROTECTION

REQUEST FOR ACTION REPORT

File Number:	2020-0669
Orig. Department:	Police Department
File Name:	Assignment of one (1) sworn police officer to the Drug Enforcement Administration (DEA) Task Force, Chicago Division-Approval

BACKGROUND:

The Police Department is requesting permission to assign one (1) sworn officer to the DEA as a task force officer for a minimum of two (2) years. The selected officer will be assigned to assist with investigating local, regional, national, and international drug trafficking organizations while assigned to the Chicago Division of the DEA.

Since 2010, the Orland Park Police Department has responded to and investigated 112 opioid related overdoses and 35 drug related deaths. Joining the DEA Task Force will allow the department to combat the opioid epidemic in a more effective way utilizing both local and federal resources. If approved by the board, the designated officer would tentatively begin the assignment prior to the end of 2020.

The approval of the Intergovernmental Agreement would enable the Orland Park Police Department to become a member of the DEA's Provisional State and Local Government Task Force. The DEA has over 2,000 state and local police officers assigned to DEA task forces nationwide. The Orland Park Police Department would assign one police officers to the local DEA task force to assist in combating the drug trade in the region. DEA Task Force Officers continue to function as local investigators, working for and meeting the needs of the Orland Park Police Department's mission, but with the following added benefits:

- Federal drug agent deputization
- Larger community impact
- Complex criminal investigations
- Shared manpower force-multiplier
- Multiple prosecution venues
- Combined intelligence resources
- Utilization of DEA's global resources
- No cost DEA training and travel
- Equitable sharing of asset seizures

BUDGET IMPACT:

The financial impact includes the reassignment of one (1) sworn officer to the DEA Task Force with the annual salary and benefits paid by the Village of Orland Park. The DEA, subject to availability of funds, will reimburse the department for overtime; however, it will not include any costs for benefits, such as retirement, FICA, and other expenses.

REQUESTED ACTION:

I move to approve authorizing the assignment of one (1) sworn Orland Park police officer to the

DEA Task Force for a minimum of (2) two years.

And,

To authorize the Village Manager to execute the DEA Program-Funded State and Local Task Force Agreement.

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this _____ day of _____, 20____, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Orland Park police department ORI# IL0168300. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Illinois area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Illinois, the parties hereto agree to the following:

1. The Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Illinois area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Illinois.
2. To accomplish the objectives of the GROUP 21 Task Force, the Orland Park police department agrees to detail one (1) experienced officers to the GROUP 21 Task Force for a period of not less than two years. During this period of assignment, the Orland Park police officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The Orland Park police officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The Orland Park police officer assigned to the Task Force shall be deputized as Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.
5. To accomplish the objectives of the GROUP 21 Task Force, DEA will assign four (4) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment,

training, and other support items.

6. During the period of assignment to the Task Force, the Village of Orland Park will remain responsible for establishing the salary and benefits, including overtime, of the officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the the Orland Park police department for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted **monthly or quarterly** on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 10 business days of the end of the invoiced period. **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."**
7. In no event will the Village of Orland Park charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The Village of Orland Park shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The Village of Orland Park shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The Orland Park police department shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is sooner.
10. The Village of Orland Park shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The Village of Orland Park agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The Village of Orland Park acknowledges that this agreement will not take effect and no Federal funds will be awarded to the Village of Orland Park by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole in part with Federal money, the Orland Park police department shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one until October 30, 2021. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by Village of Orland Park during the term of this agreement.

For the Drug Enforcement Administration:

Robert J. Bell
Special Agent in Charge

Date: _____

For the PD :

George Koczwara
Village Manager

Date: _____

REQUEST FOR ACTION REPORT

File Number:	2020-0676
Orig. Department:	Public Works Department
File Name:	Playground Safety Surfacing Installation - Proposal

BACKGROUND:

The 2020 Parks and Grounds Department budget includes funding for the purchase and installation of Playground Safety Surfacing (i.e. engineered wood fiber). A Certified Playground Safety Inspector (CPSI) from the Parks and Grounds Department inspected all Village playgrounds and compiled a list of playgrounds requiring additional safety surfacing. The purchase of safety surfacing was approved earlier this year by the Village Board on April 20, 2020. An additional need for safety surfacing was identified this summer, and proposals were requested for the installation of 590 cubic yards of safety surfacing at the following playgrounds:

Cachey Park
Wedgewood Estates Park
Wedgewood Commons Park
Sunny Pine Park
Heritage Park
Bunratty Park
Brown Park
Bill Young Park
Fountain Hills Park

Proposals were submitted by Homer Industries LLC, Parkcreation, Inc., and The Fibar Group, LLC (via the HGAC Buy co-op). A summary of proposals is provided below:

Homer Industries: \$18,880.00
Parkcreation: \$30,320.10
The Fibar Group: \$32,357.25

Homer Industries submitted the lowest price. Safety surfacing would be installed using a blower truck to maximize speed and efficiency.

BUDGET IMPACT:

Funding for the installation of playground safety surfacing was budgeted for in FY2020 and available in Parks & Grounds account 283-4003-443250.

REQUESTED ACTION:

I move to approve the proposal from Homer Industries, LLC, dated August 7, 2020, for the purchase and installation of playground safety surfacing at a cost not to exceed \$18,800.00.



August 7, 2020

Orland Park Parks Department

Michael Mazza,

Below is your price quote for the Nature's Blanket Playground Surfacing mulch delivered and installed for the following locations:

<u>Location</u>	<u>Yardage</u>	<u>Install Depth</u>
Cachey	90 YARDS	North Section = 4" install Remaining areas = 2"
Wedgewood Estates	30 YARDS	3" install – Half only
Wedgewood Commons	70 YARDS	3.5-4" Install
Sunny Pine	75 YARDS	3" Install
Heritage	45 YARDS	3" Install
Bunrathy	50 YARDS	3" Install
Brown	120 YARDS	3.5-4" Install
Bill Young	45 YARDS	3.5-4" Install
Fountain Hill	65 YARDS	2.5-3" Install

This price is based on 590 cubic yards of playground surfacing material for the nine parks listed above. The Nature's Blanket Playground Surfacing product will be installed using an Express Mulch Blower Truck.

- Nature's Blanket Playground Surfacing Mulch with Installation - \$32.00 per cubic yard
 - Freight rate per semi = Included
 - Tax = Exempt

Total cost for supply and installation of 590 cubic yards = \$18,880.00

Respectfully,

Chad Wallace

Chad Wallace

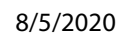
Business Development

Homer Industries, LLC

chad@homertree.com

815.838.0863 (O)

815.641.7154 (C)



Email: fran@fibar.com

Playground Safety Surfacing

32357.25

ICON Shelters c/o PARKREATION, INC
27 East Palatine Road, Prospect Heights, IL 60070

September 29, 2020

Quotation Number: P092920D
Project Name: Multiple Park sites
Quoted By: Paul Gozder 815-735-1497

Orland Park Park and Rec
14700 S. Ravinia Drive
Orland Park, IL 60462
708-403-6100 (phone)

<u>QTY.</u>	<u>Product #</u>	<u>Description</u>	<u>All pricing is valid for 90 days</u>	<u>Unit Price</u>	<u>Total Price</u>
590 c.y.		FIBAR brand engineered wood chips to be blown in to the 9 park sites listed below (6) full trucks to be delivered to your maintenance site – dumped on site to then be loaded into the Blower truck and sent to the various park sites to be blown in accordingly		\$ 51.39	\$ 30,320.10

PARK	YARDS	INSTALL DEPTH
Cachey	90 Yards	4"
Wedgewood Estates - North Half only	30	3"
Wedgewood Commons	70	4"
Sunny Pine	75	3"
Heritage	45	3"
Bunrathy	50	4"
Brown	120	4"
Bill Young	45	4"
Fountain Hill	65	3"

Terms:

1. "I/We understand that all accounts are payable to Parkreation, Inc. according to the terms of their invoice, and if not paid on or before said date, are then delinquent. I/We agree to pay any and all service charges added each month to past due invoices. Terms are Net 30 days upon delivery with approved credit. All charges are due and payable in full at Parkreation, Inc., 27 E. Palatine Rd., Prospect Heights, IL 60070 unless notified in writing to the contrary. To the extent the terms and conditions of any purchase order/contract and/or any purchase order/contract confirmations are inconsistent with the terms and conditions of this signed quote, the terms and conditions of this signed quote shall prevail.
2. All pricing is valid for 30 days from the date above.
3. The above pricing (if more than one item) is based upon a package purchase. Any adjustments may be subject to a price revision.
4. Customer is responsible for the off-loading of the equipment and an accurate inventory should be taken at the time and all missing or damaged parts should be noted to the Driver. You have 60 days to report any missing or damaged parts to your sales representative. Truck Driver will not unload equipment.
5. Nontaxable entities are required to provide copy of tax exempt certificate or be taxed upon invoice.
6. Installation not included unless specifically quoted

Date _____ Purchaser's Signature _____ Purchaser's Title _____

Email Address _____ Special Instructions _____

Ship to address _____

Park Site Address _____

IllinoisOffice@Parkcreation.com - 27 East Palatine Road, Prospect Heights, IL 60070 - Phone 847-419-7744, Fax 847-419-7747

REQUEST FOR ACTION REPORT

File Number:	2020-0557
Orig. Department:	Development Services Department
File Name:	Foreclosed Property Registration - Property Registration Champions

BACKGROUND:

During the last recession, the Village experienced heightened levels of residential and commercial foreclosure. This was also true for the entire country. There were so many foreclosed properties across the country that, oftentimes, the banks and property management companies responsible for maintaining these properties had a difficult time keeping properties in compliance with applicable property maintenance codes and ordinances. This creates a substantial nuisance for surrounding residents and can lead to reduction in property values.

Part of the challenge for enforcing these codes on foreclosed properties is getting in contact with the appropriate person to make sure the property is maintained. The item before the Village Board is consideration of an ordinance and subsequent agreement that would create a foreclosed property registration program for the Village.

The registration would be managed by Property Registration Champions, LLC. (Pro Champs). The ordinance requires that owners of foreclosed properties, or their designee, to register the property with Pro Champs at a cost of \$300 on a bi-annual basis. The Village would receive \$200 and Pro Champs would receive \$100 for each registration. Pro Champs will provide a property registration website that banks and property management companies can utilize. Based upon current foreclosure information available, it is estimated that such a program could generate approximately \$80,000 annually for the Village to use to offset the costs of property maintenance enforcement.

After the foreclosures are identified and registered, Village Code Enforcement Staff will actively monitor these buildings to ensure they are being properly maintained. If there are violations that exist, this registry provides up to date and reliable contact information so that any issues can be quickly remediated.

In addition to assisting with the registration of new foreclosed properties, Pro Champs already maintains an extensive list of property contacts that can be used to identify the responsible party when a new foreclosure is discovered.

The foreclosed property registration is revenue positive for the Village, as there is no set up cost and the Village will collect 2/3 of the registration fee on a bi-annual basis. This revenue is then used to offset the costs of providing property maintenance inspections. As a result of the registration, the Village will have reliable contact information for all of these properties that could be shared with any other Village Department as well.

Pro Champs is used by Homer Glen, Tinley Park, and Orland Hills to register and manage foreclosed properties. These communities also utilize the same fee structure as outlined in the

staff report.

This matter was reviewed at the September 8, 2020, Committee of the Whole meeting where it received a unanimous consent to proceed.

BUDGET IMPACT:

REQUESTED ACTION:

I move to pass Ordinance _____ entitled: An Ordinance, Creating Title 5, Chapter 9, of the Village Code Of Orland Park to be entitled, "Registration of Foreclosing Mortgaged Property"; Providing for Purpose, Intent and Applicability of the Ordinance Requiring the Registration and Maintenance of Certain Real Property by Mortgagees; Providing for Penalties and Enforcement, as Well as the Regulation, Limitation and Reduction of Registrable Real Property within the Village; Providing for Severability, Repealer, Codification, and an Effective Date;

And,

I move to approve entering into an agreement with Property Registration Champions, LLC. to manage foreclosed property registrations.

..T

AN ORDINANCE, CREATING TITLE 5, CHAPTER 9, OF THE VILLAGE CODE OF ORLAND PARK TO BE ENTITLED, "REGISTRATION OF FORECLOSING MORTGAGED PROPERTY"; PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY OF THE ORDINANCE REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY BY MORTGAGEES; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS THE REGULATION, LIMITATION AND REDUCTION OF REGISTRABLE REAL PROPERTY WITHIN THE VILLAGE; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE

..B

WHEREAS, the Village Board of Trustees desires to protect the public health, safety, and welfare of the citizens of the incorporated area of the Village of Orland Park and maintain a high quality of life for the citizens of the Village through the maintenance of structures and properties in the Village; and

WHEREAS, the Board of Trustees recognizes properties subject to foreclosure action or foreclosed upon properties (hereinafter referred to as "Registrable Properties") located throughout the Village lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the Board of Trustees has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Board of Trustees recognizes in the best interest of the public health, safety, and welfare a more regulated method is needed to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the Board of Trustees has a vested interest in protecting neighborhoods against decay caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the Village to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised.

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

SECTION ONE:

The Board of Trustees finds that the implementation of the following changes and additions will assist the Village in protecting neighborhoods from the negative impact and conditions that occur as a result of vacancy, absentee ownership, and lack of compliance with existing Village regulations and laws.

(a) That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon the adoption hereof.

(b) That the Board of Trustees does hereby amend the Village Code by creating Title 5, Chapter 9 entitled “Registration of Foreclosing Mortgaged Property” to read as follows:

“TITLE 5. CHAPTER 9. REGISTRATION OF FORECLOSING MORTGAGED PROPERTY

5-9-1: PURPOSE AND INTENT:

It is the purpose and intent of the Board of Trustees to establish a process to address the deterioration, crime, and decline in value of Village neighborhoods caused by property with foreclosing or foreclosed mortgages located within the Village, and to identify, regulate, limit and reduce the number of these properties located within the Village. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the Board of Trustees’ further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Foreclosure or Foreclosed, and to provide a mechanism to avert foreclosure actions through timely intervention, education, or counseling of property Owners.

5-9-2: DEFINITIONS:

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning.

Default shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Enforcement Officer shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the Village to enforce the applicable code(s).

Evidence of Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents.

Foreclosure or Foreclosure Action shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real

Property subject to the lien. The legal process is not concluded until the property obtained by the Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

Mortgagee shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities as the assignee or owner.

Owner shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

Property Manager shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

Real Property shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the Village limits.

Registrable Property shall mean any Real Property located in the Village, whether vacant or occupied, that is encumbered by a mortgage subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or Trustee and a Judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a "foreclosure" property as "registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the Foreclosure Action has been dismissed; or

Registry shall mean a web-based electronic database of searchable Real Property records, used by the Village to allow Mortgagees and Owners the opportunity to register properties and pay applicable fees as required in this Chapter.

Semi-Annual Registration shall mean six (6) months from the date of the first action that requires registration, as determined by the Village, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

Utilities and Services shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all Village codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, and pool maintenance.

Vacant shall mean any parcel of land in the Village that contains any building or structure that is not lawfully occupied.

5-9-3: APPLICABILITY AND JURISDICTION:

This Chapter applies to Foreclosing, and Foreclosed property within the Village.

5-9-4: ESTABLISHMENT OF A REGISTRY AND INITIAL REGISTRATION:

Pursuant to the provisions of Section 5-9-5, the Village, or its designee, shall establish a registry cataloging each Registrable Property within the Village, containing the information required by this Chapter. Any Owner or Mortgagee of Registrable Property, otherwise subject to registration on the effective date of this Chapter, shall register the Real Property with the Village Registry within six (6) months of the effective date of this Code Chapter or within thirty (30) days of notification by the Village of the registration requirements of this Chapter.

5-9-5: INSPECTION AND REGISTRATION OF REAL PROPERTY UNDER FORECLOSURE:

(a) Any Mortgagee who holds a mortgage on Real Property located within the Village shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a Foreclosure Action.

(b) Property inspected pursuant to subsection (a) above that remains in Foreclosure shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.

(c) Within ten (10) days of the date any Mortgagee files a Foreclosure Action, the Mortgagee shall register the Real Property with the Village Registry, and, at the time of registration, indicate whether the property is vacant, and if so shall designate in writing a Property Manager to inspect, maintain, and secure the Real Property subject to the mortgage under a Foreclosure Action when legally possible. A separate registration is required for each property under a Foreclosure Action, regardless of whether it is occupied or vacant.

(d) Initial registration pursuant to this Section shall contain at a minimum the name of the Mortgagee, the mailing address of the Mortgagee, e-mail address, telephone number and name of the Property Manager and said person's address, e-mail address, and telephone number.

(e) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of three hundred dollars (\$300) for each property. Subsequent non-refundable Semi-Annual renewal registrations of properties and fees in the amount of three hundred dollars (\$300) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Defaulted properties, (3) post-closing counseling and Foreclosure intervention limited to Owner-occupied persons in Default, which may not include cash and mortgage modification assistance, and (4) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the Village's Finance Department which is dedicated to the cost of implementation and enforcement of this

Ordinance, and fulfilling the purpose and intent of this Chapter. None of the funds provided for in this Section shall be utilized for the legal defense of Foreclosure Actions.

(f) If the mortgage and/or servicing on a Registrable Property is sold or transferred, the new Mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.

(g) If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Foreclosed Property.

(h) If the Foreclosing or Foreclosed Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this Section, a late fee equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.

(i) This Section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.

(j) Properties subject to this Section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this Section as long as the property remains Registrable Property.

(k) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this Ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the Village.

(l) If any property is in violation of this Chapter the Village may take the necessary action to ensure compliance with and/or place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.

(m) Registration of foreclosure property does not alleviate the Mortgagee and/or Owner from obtaining all required licenses, permits and inspections required by applicable code or State Statutes. Acquisition of required licenses, permits and inspections or registration of rental property does not alleviate the requirement for the property to be registered under this Section.

Mortgagee and/or Owner is expected to update the status of the property in the event of a Mortgagee managed rental.

5-9-6: MAINTENANCE AND SECURITY REQUIREMENTS:

Mortgagees and Owners of properties subject to this Chapter are required to maintain the property in accordance with applicable Village Codes and Ordinances.

5-9-7: PROVISIONS SUPPLEMENTAL:

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the Village from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

5-9-8: PUBLIC NUISANCE:

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the Village.

5-9-9: ADDITIONAL AUTHORITY:

(a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Chapter is posing a serious and immediate threat to the public health, safety, and welfare, the Code Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner, and may bring the violations before the Village Prosecutor or the Board of Trustees as soon as possible to address the conditions of the property. Nothing herein shall limit the Village from abating any nuisance or unsafe condition by any other legal means available to it.

(b) The Village Police Department, Code Enforcement Officer, Board of Trustees or Village Prosecutor shall have the authority to require the Mortgagee or Owner affected by this Section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.

(c) If there is a finding that the condition of the property is posing a serious and immediate threat to the public health, safety, and welfare, then the Village Police Department, Code Enforcement Officer, Board of Trustees or Village Prosecutor may direct the Village to abate the violations and charge the Mortgagee or Owner with the cost of the abatement.

(d) If the Mortgagee or Owner does not reimburse the Village for the cost of temporarily securing the property, or of any abatement directed by the Village Police Department, Code Enforcement Officer, Board of Trustees or Village Prosecutor, within thirty (30) days of the Village sending the Mortgagee or Owner the invoice then the Village may lien the property with such cost, along with an administrative fee of five hundred dollars (\$500.00) to recover the

administrative personnel services. In addition to filing a lien the Village may pursue financial penalties against the Mortgagee or Owner.

(e) The Village may contract with an entity to implement this Chapter, and, if so, any reference to the Code Enforcement Officer herein shall include the entity the Village contracts with for that purpose.

5-9-10: OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER; PENALTY:

Whoever opposes obstructs or resists any Enforcement Officer or any person authorized by the Village Board of Trustees in the discharge of duties as provided in this Chapter shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

5-9-11: IMMUNITY OF ENFORCEMENT OFFICER:

Any Enforcement Officer or any person authorized by the Village to enforce the Sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Chapter.

5-9-12: PENALTIES:

Unless otherwise provided for in this Chapter, a violation of this Chapter is declared unlawful, and the violator shall be fined according to the fine schedule located in Appendix B for each offense.

5-9-13: AMENDMENTS:

Registration fees and penalties outlined in this Chapter may be modified by ordinance amending this Chapter, passed and adopted by the Board of Trustees.”

SECTION TWO:

“APPENDIX B – FINE SCHEDULE” of the Orland Park Village Code is hereby amended to provide as follows:

“Title & Chapter	Ordinances	Fine Ranges
Title 5 Chapter 9 – Registration of Foreclosing Mortgaged Property	_____/5-9-13	\$250 - \$1,000”

SECTION THREE:

It is hereby declared to be the intention of the Village that the Sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or Section of this Ordinance shall be declared unconstitutional by the valid judgment

or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and Sections of this Ordinance.

SECTION FOUR:

All ordinances or parts of ordinances in conflict herewith, are hereby repealed and replaced.

SECTION FIVE:

It is the intention of the Board of Trustees, that the provisions of this Ordinance shall become and be made a part of the Village Code of Ordinances; and that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and the word “ordinance” may be changed to “section”, “chapter”, or such other appropriate word or phrase in order to accomplish such intentions.

SECTION SIX:

This Ordinance shall become effective immediately upon adoption and publication in the manner provided by law. It is ordered that publication of this Ordinance be made by duplication thereof in pamphlet form, said pamphlets to be deposited in the Office of the Village Clerk for general distribution.

**AGREEMENT BETWEEN
VILLAGE OF ORLAND PARK, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

This Agreement is made as of this ____ day of _____, 20____ (“Effective Date”) by and between Property Registration Champions, LLC, dba PROCHAMPS, a Florida limited liability company, with offices at 2725 Center Place, Melbourne, FL 32940 (“**PRC**”), and the Village of Orland Park, an Illinois home rule municipal corporation, with its principle office address at 14700 Ravinia Avenue, Orland Park, IL 60462 (“**VILLAGE**”).

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of Property Registration provisions of the Village Code (Title____, Chapter, _____, Sections_____, _____, (the “Code”) the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the VILLAGE; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the VILLAGE adopted the Code Sections cited above; and

WHEREAS, pursuant to the Code the VILLAGE desires to enter into this Agreement with PRC in order to provide services authorized pursuant to the Code, to register vacant, abandoned, and foreclosed properties (the “Properties”), so that the VILLAGE can properly address violations of the VILLAGE’s property maintenance Section of the Code; and

WHEREAS, PRC will also provide an electronic registration process that is cost-free and revenue neutral for the VILLAGE; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. PRC RESPONSIBILITIES.

- a. PRC will cite the VILLAGE’s Code to mortgagees and/or owners and proactively contact those who file a public notice of default, lis pendens, or any foreclosure action, take title to real property via foreclosure or other legal means, or become vacant in accordance with the Key Policy Requirements as outlined in Exhibit “A”. PRC will electronically provide for registration of Properties in violation of Code Section_____.
- b. PRC will pay for all expenses, administrative costs and fees related to registration of Properties, except as provided in 1(c). PRC will monitor publicly recorded foreclosure filings for properties located within the jurisdictional area of the VILLAGE, as well as utility data and any other data available to PRC. PRC will

**AGREEMENT BETWEEN
VILLAGE OF ORLAND PARK, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

review and confirm the obligation to register properties pursuant to the Code. PRC will monitor any changes to the obligation to register.

- c. PRC will charge a fee ("Fee") as directed by the VILLAGE to each registering party ("Registrant") to register all mortgagees and/or owners who comply with the Code. PRC shall retain one hundred dollars (\$100.00) of each collected Fee and remit the balance to the VILLAGE. PRC shall forward payment of the VILLAGE's portion of the Fee to the VILLAGE's Finance Department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all the communities partnered with PRC within the county at that time. If there is a change in the number of communities partnered with PRC in the county, during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost sharing by all communities within the county.
- d. In the event the VILLAGE's Code requires payment of late fees as part of the registration requirements, PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the VILLAGE pursuant to the monthly remittance schedule. All fees related shall be taken out of the VILLAGE's remittance provided in 1(c).
- e. PRC agrees to provide a website for the registration of the Properties in order to enable compliance with the VILLAGE's Code and ordinances. The website will direct Registrants to a hyperlink, www.PROCHAMPS.com. The website found at www.PROCHAMPS.com will automatically allow lenders and/or responsible parties to comply with the VILLAGE's property registration codes.
- f. PRC responsibilities will commence on the Effective Date of this agreement.

2. INDEMNIFICATION.

- a. **INDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the VILLAGE and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.

- 3. **TERM and TERMINATION.** This Agreement shall terminate two (2) years from the Effective Date. This Agreement will automatically renew at the end of each term for a

**AGREEMENT BETWEEN
VILLAGE OF ORLAND PARK, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

- a. **TERMINATION FOR DEFAULT.** In the event that either party (the “Defaulting Party”) shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of thirty (30) days after the giving of written notice to the Defaulting Party, such other party may terminate this Agreement immediately providing written notice of such termination to the Defaulting Party.
 - b. **TERMINATION FOR INSOLVENCY.** This Agreement may be terminated by the VILLAGE in the event of the insolvency of PRC or the commencement by or against the PRC of any case or proceeding under any bankruptcy, reorganization, insolvency or moratorium law or any other law or laws for the relief of debtors or the appointment of any receiver, trustee or assignee to take possession of the properties of the PRC, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within thirty (30) days from the date of said commencement or appointment or the liquidation or dissolution of the PRC.
 - c. **TERMINATION BY VILLAGE FOR CONVENIENCE.** The VILLAGE may, in its sole discretion terminate this Agreement upon not less than thirty (30) days written notice to PRC with payment due to PRC up to the date of termination promptly paid by the VILLAGE.
4. **CONTRACT DOCUMENTS.** The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:
- a. Key Policy Requirements
 - b. VILLAGE Code Section No. _____,
entitled “_____”,
dated: _____.
5. **INSURANCE.** PRC shall maintain Errors and Omissions Insurance (with a Certificate of Insurance naming the VILLAGE as an additional insured on a primary non-contributory basis) limits of liability provided by such policy shall be no less than one million dollars (\$1,000,000.00) to ensure VILLAGE the indemnification specified herein. In addition, PRC shall provide Liability Insurance in accordance with the standard “INSURANCE REQUIREMENTS” set forth in EXHIBIT “B” attached here to and made part hereof.
6. **OWNERSHIP AND USE OF DOCUMENTS.** All information collected by PRC from registering parties in connection with the registration of a property pursuant to this Agreement shall be the property of the VILLAGE, and shall be provided to VILLAGE

**AGREEMENT BETWEEN
VILLAGE OF ORLAND PARK, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

upon request. PRC shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with PRC's endeavors.

7. **AUDIT, INSPECTION RIGHTS, AND RETENTION OF RECORDS.** PRC shall electronically maintain records pertaining to this agreement for a period of three years (3) from final payment. Such records shall be subject to audit by the VILLAGE on reasonable advanced, written notice. The audit shall be conducted at the premises of the VILLAGE on business days only and during normal working hours. PRC shall comply with all Florida Public Records Act (Chapter 119, Florida Statutes) requirements, as well as the Illinois Freedom of Information Act (5 ILCS 140). Copies of such records shall be supplied to the VILLAGE annually during the term of this Agreement and within thirty (30) days following termination of this agreement.
8. **INDEPENDENT CONTRACTOR.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as provided by written instrument signed by both parties.
9. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Keith Pekau, Village President
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462
Telephone No. (708)403-6100
Attention: _____

PRC: David Mulberry, President/CIO
2725 Center Place
Melbourne, FL 32940
Telephone No. (321) 421-6639
Facsimile No. (321) 396-7776

**AGREEMENT BETWEEN
VILLAGE OF ORLAND PARK, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

10. AMENDMENTS.

- a. **AMENDMENTS TO AGREEMENT.** It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- b. **AMENDMENT OF FEES.** In the event there are amendments to the Fees, PRC will apply the fee that was in place for the registration period in question.

11. CODE VIOLATION DATA. Whenever the VILLAGE becomes aware of one or more Code violations upon a property registered pursuant to this Agreement, the VILLAGE shall report the violation(s) to PRC, which shall maintain a record of all reported violations upon the property, in addition to data PRC maintains pursuant to this Agreement.

12. PUBLICITY. PRC may include VILLAGE's name and general case study information within PRC's marketing materials and website.

13. VILLAGE LOGO. VILLAGE shall provide the VILLAGE's logo to PRC for the purposes as set forth in 1(a).

14. FORCE MAJEURE. Neither party to this Agreement shall be responsible for any delays or failure to perform any provision of this Agreement (other than payment obligations) due to acts of God, strikes or other disturbances, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, or other causes beyond the control of such party.

15. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE.

16. BINDING AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

17. LAWS AND ORDINANCES. PRC shall observe all laws and ordinances of the VILLAGE, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.

18. EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, PRC shall not discriminate against any firm, employee or applicant for employment or any

**AGREEMENT BETWEEN
VILLAGE OF ORLAND PARK, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

19. **WAIVER.** Any failure by VILLAGE to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and VILLAGE may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
20. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
21. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois with venue lying in Cook County, Illinois.
22. **CONTINGENCY.** This Agreement is contingent upon the ordinance amending the Village Code being passed by the VILLAGE within forty-five (45) days of the Agreement date. If the Ordinance and Code is not passed by that date or PRC does not consent to the Ordinance provisions then PRC can declare this Agreement null and void without any further demands by the VILLAGE.
23. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the VILLAGE and the PRC and supersedes all prior negotiations, representations or agreements, either written or oral.

[Remainder of this page intentionally left blank.]

**AGREEMENT BETWEEN
VILLAGE OF ORLAND PARK, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

VILLAGE OF ORLAND PARK, ILLINOIS

Date:_____

Name, Title

PROPERTY REGISTRATION CHAMPIONS, LLC

Date:_____

David Mulberry, President/CIO

Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940

**AGREEMENT BETWEEN
VILLAGE OF ORLAND PARK, ILLINOIS
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

Exhibit “A”

Key Policy Requirements

Foreclosure:

Ordinance No.

Registration Fee	\$300
Late Fee	Recurring 10% of Registration and Renewal Fee every 30 days
Registration Triggers	- Post-Filing (NOD ⁱ /LP ⁱⁱ), Occupied or Vacant - REO ⁱⁱⁱ , Occupied or Vacant
Renewal	6 months
Org Exemptions	Governmental entities and HOAs
Property Exemptions	N/A
Refund Policy	A non-refundable semi-annual registration and renewal fee per the ordinance
OMT Transfer	Report change of info within 10 days. Transferee is responsible for any and all previous unpaid fees, fines, and penalties.
Effective Date for Registrations	

Vacant Private Owner:

Ordinance No.

Registration Fee	\$300
Late Fee	Recurring 10% of Registration and Renewal Fee every 30 days
Registration Triggers	Vacant/30 days/Private Owner
Renewal	6 months
Org Exemptions	N/A
Property Exemptions	Vacant Lots
Refund Policy	A non-refundable semi-annual registration and renewal fee per the ordinance
OMT Transfer	New OMT is required to re-register the property and pay registration fee
Effective/Start Date for Registrations	

ⁱ NOD – Notice of Default

ⁱⁱ LP – Lis Pendens

ⁱⁱⁱ REO – Real Estate Owned

REQUEST FOR ACTION REPORT

File Number:	2020-0684
Orig. Department:	Public Works Department
File Name:	PACE 2020 Certification and Assurances - Approval

BACKGROUND:

In December 2018, the Village Board of Trustees approved the PACE Municipal Vehicle Program (MVP) as a more cost-effective alternative to the former PACE Bus Dial-A-Ride transportation program. The Village Board approved entering into the agreement with PACE in February 2019. This agreement included authorization for the Village Manager and Village Attorney to sign the Federal Fiscal Year 2018 Certification and Assurances for FTA Assistance Programs. PACE is now requesting that the village authorize signature of the current year Federal Fiscal Year 2020 Certification and Assurances for FTA Assistance Programs.

In order to continue in the program, the Village must certify compliance with the applicable provisions of the FTA as referred to in the Federal Fiscal Year 2020 Certification and Assurances for FTA Assistance Programs. Staff and the Village Attorney have reviewed the 2020 Certification and Assurances as they apply to the PACE Community Vehicle Program and find the document to be acceptable.

BUDGET IMPACT:

None

REQUESTED ACTION:

Having determined that the Federal Fiscal Year 2020 Certifications and Assurances for FTA Assistance Programs are true and correct as they apply to the PACE Community Vehicle Program, I move to approve that such Certifications and Assurances be approved;

And,

The Village Manager and Village Attorney be authorized to sign them on behalf of the Village.

**FEDERAL FISCAL YEAR 2020 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Village of Orkand Park

The Applicant certifies to the applicable provisions of categories 01–20. X

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	<hr/>
02 Public Transportation Agency Safety Plans	<hr/>
03 Tax Liability and Felony Convictions	<hr/>
04 Lobbying	<hr/>
05 Private Sector Protections	<hr/>
06 Transit Asset Management Plan	<hr/>
07 Rolling Stock Buy America Reviews and Bus Testing	<hr/>
08 Urbanized Area Formula Grants Program	<hr/>
09 Formula Grants for Rural Areas	<hr/>
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	<hr/>
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	<hr/>

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Construction Hiring Preferences
- 20 Cybersecurity Certification for Rail Rolling Stock and Operations

FEDERAL FISCAL YEAR 2020 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE

PAGE

(Required of all Applicants for federal assistance to be awarded by FTA in FY 2020)

AFFIRMATION OF APPLICANT

Name of the Applicant: Village of Orland Park

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2020, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2020.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name George Koczwar, Village Manager Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Village of Orland Park

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name E. Kenneth Friker, Esq., Klein, Thorpe & Jenkins, LTD Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 C.F.R. Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 C.F.R. Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 C.F.R. Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 C.F.R. Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 C.F.R. Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 C.F.R. Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

The applicant certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), beginning on and after August 13, 2020, it will not use assistance awarded by FTA to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

Beginning on July 20, 2020, this certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 C.F.R. § 673.11(d). This certification is required by 49 C.F.R. § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

An applicant may make this certification only after fulfilling its safety planning requirements under 49 C.F.R. Part 673. If an applicant is making its fiscal year 2020 certifications prior to completing its requirements under 49 C.F.R. Part 673, it will make all other applicable certifications except this certification; the applicant may add this certification after it has fulfilled its requirements under 49 C.F.R. Part 673. FTA’s regional offices and headquarters Office of Transit Safety and Oversight will provide support for incorporating this certification in 2020.

On and after July 20, 2020, FTA will not process an application from an applicant required to make this certification unless the applicant has made this certification.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 C.F.R. Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 C.F.R. § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 C.F.R. § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2020, Pub. L. 116-93, div. C, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following

certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 C.F.R. § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 C.F.R. § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 C.F.R. § 605.11, the applicant agrees as follows:
- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 C.F.R. Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 C.F.R. § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 C.F.R. Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 C.F.R. Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 C.F.R. § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 C.F.R. Part 625.

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 C.F.R. § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 C.F.R. Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 C.F.R. §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 C.F.R. part 659, “Rail Fixed Guideway Systems; State Safety Oversight”;
- (b) Compliant with the requirements of 49 C.F.R. part 672, “Public Transportation Safety Certification Training Program”; and
- (c) Compliant with the requirements of 49 C.F.R. part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the

Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Further Consolidated Appropriations Act, 2020, Pub. L. 116-94, div. H, title I, § 191.

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway

public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

REQUEST FOR ACTION REPORT

File Number:	2020-0648
Orig. Department:	Village Manager
File Name:	First Amendment to the Oak Lawn Regional Water System - Ordinance

BACKGROUND:

As the Board is aware, the Oak Lawn Regional Water System (RWS) delivers Chicago water to the Village of Orland Park and other local southwest and southeast communities through the Village of Oak Lawn. In 2013, the RWS Supply and Service Agreement between the Village of Oak Lawn and the communities to which Oak Lawn provides water was finalized. This agreement included the design and construction of a fully redundant secondary transmission line which will deliver water needs to the southwest and southeast communities in the event of a catastrophic failure of the present transmission line, as well as other improvements to the water distribution system. It also provides the participating communities the ability to meet future water demands. Engineering and construction of several segments of the project have already been completed or are currently under way.

On September 9, 2020, as part of an update for participating customer communities, staff participated in a RWS meeting. The purpose of the meeting was to inform the Mayors of each of the respective customer communities on project status, as well as to discuss a much-needed amendment to the existing agreement in order to complete engineering and construction of the RWS approved improvements. To date, the RWS approved program cost is approximately \$216 million; however, due to multiple factors and delays, the project requires additional capital infusion to complete as intended.

Attached is a copy of the handout presentation and supplemental documentation for the project. The presentation provides more details regarding the project, and the specifics to the amendment needed to move forward.

The following are the next steps for this project:

1. Approval of ordinances by each customer community to the RWS Water Sale, Purchase and Service Agreement. This ordinance needs to be approved prior to the deadline for amendment approval is October 31, 2020.
2. The Project Design Team will continue to complete various design packages and solicit bids.
3. The anticipated overall project completion timeline is 2024.

On September 21, 2020, this item was reviewed and unanimously recommended for approval by the Committee of the Whole.

BUDGET IMPACT:

In addition to the total Capital Improvement Project costs, the Village of Orland Park will pay up to \$812,800 to cover the additional costs related to the Spur 2 which is the up-sized and realigned transmission line that will serve the Village of Orland Park. A request for \$812,800 will

be added to year 2021 CIP budget.

REQUESTED ACTION:

I move to pass Ordinance Number _____, entitled: An Ordinance of the Village of Orland Park, Cook and Will Counties, Illinois, amending certain provisions of the long term Water Sale, Purchase and Service Agreement by and among the Village of Oak Lawn, Cook County, Illinois, and other Municipalities, and authorizing the execution and delivery of said Amendment.

**FIRST AMENDMENT TO THE
•REGIONAL WATER SYSTEM•
WATER SALE, PURCHASE AND SERVICE AGREEMENT
BETWEEN THE VILLAGE OF OAK LAWN, ILLINOIS AND
CERTAIN OF ITS MUNICIPAL CUSTOMERS**

This First Amendment to the Water Sale, Purchase and Service Agreement (this “*Amendment*”) made and entered into as of the Effective Date defined below, by and between the VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, an Illinois municipal corporation and home rule unit duly organized and existing under the laws of the State of Illinois (“*Oak Lawn*”), and each of the following units of local government:

VILLAGE OF MOKENA
VILLAGE OF NEW LENOX
CITY OF OAK FOREST

VILLAGE OF ORLAND PARK
VILLAGE OF TINLEY PARK

(the “*Southwest System Customers*”), and all of Oak Lawn and the named municipalities referred to collectively as the “*Parties*” and each individually as a “*Party*.”

WITNESSETH:

PREAMBLES

A. The Parties have entered into that certain Water Sale, Purchase and Service Agreement dated as of August 1, 2014 (the “*Agreement*”).

B. The estimated costs and completion date of the 2013 Regional System Improvements have changed substantially since the date of the Agreement; such increased costs and extended completion date being caused by multiple factors, including (i) changes to the scope of the 2013 Regional System Improvements, (ii) the costs of licenses, easements and permits, (iii) additional engineering and construction management services, and (iv) the costs of escalation and inflation.

C. The Parties now desire to amend the Agreement on the terms and conditions set forth herein.

D. The Parties have each, respectively, duly authorized their respective Presidents or Mayors to sign and their Municipal Clerks to attest this Amendment.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged by the undersigned, the Parties hereby agree as follows:

Section 1. Recitals and Definitions.

A. *Recitals.* The above paragraphs and recitals are hereby incorporated by reference, as if set forth within this Section 1.

B. *Definitions.* Unless otherwise defined in this Amendment, capitalized terms used herein shall have the respective meanings assigned to such terms in the Agreement.

Section 2. Amendment to Agreement.

A. The Agreement is hereby modified and amended to reflect the terms hereof; and wherever reference is made to the Agreement, such reference shall be deemed to refer to the Agreement as modified and amended by this Amendment.

B. The definition of “Asset Management Program” in Section 1.B. of the Agreement, is hereby amended to read as follows:

“*Asset Management Program*” means a written document providing asset management planning to determine the condition, and identify maintenance, rehabilitation and replacement needs, of the Oak Lawn Regional Water System, in a manner consistent with the International Infrastructure Management Manual, International Edition 2011, by the National Asset Management Support Group, and providing for the implementation of such system operations, repairs, rehabilitations and replacement as will meet such needs in a timely and practical manner.

C. The definition of “Equitable Return” in Section 1.B. of the Agreement, is hereby amended to read as follows:

“*Equitable Return*” means the amount set forth as follows:

(A) for purposes of this definition, the following further terms are defined:

(1) “*Annual Increase*” means an increase in the rate of return over the rate for the prior Fiscal Year equal to the greater of 2% or the increase in the PPI, year over year, as most recently published;

(2) “*Initial Rate*” means \$0.05 (5 cents) per 1,000 gallons of Chicago Water delivered under this Agreement;

(3) “*Subsequent Rate*” means \$0.10 (10 cents) per 1,000 gallons of Chicago Water delivered under this Agreement;

(B) For the Fiscal Year 2014 and each Fiscal Year thereafter until the end of the Fiscal Year 2020, Equitable Return shall be the Initial Rate;

(C) For the Fiscal Year 2021 and each Fiscal Year thereafter until the end of the Fiscal Year after the Fiscal Year in which the 2013 Regional System Improvements are Substantially Complete and Operational, Equitable Return shall be the Subsequent Rate; and

(D) For each Fiscal Year thereafter Equitable Return means the rate of such return for the prior Fiscal Year plus the Annual Increase.

D. Section 8.F. of the Agreement is hereby amended to read as follows

Asset Management and Asset Management Program. Oak Lawn will identify and implement best management practices and standards for the Oak Lawn Regional Water System. To that end, within two (2) years after the Effective Date, Oak Lawn will provide an Asset Management Program. The Asset Management Program shall thereafter be updated biennially. To be effective for the provisions of this Agreement, the Asset Management Program and any annual updates must be approved by Executive Consent Obtained. Upon such consent, Oak Lawn shall implement such Asset Management Program.

E. Section 11.D. of the Agreement is hereby amended to read as follows:

(1) *Construction of the Orland Spur Two Main.* As part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the Orland Spur Two Main, the cost of which will be borne and paid for by Orland Park as part of Orland Park's share of the Capital Costs and Charges. The Orland Spur Two Main shall be designed and constructed in accordance with Oak Lawn's specifications, including but not limited to the flow meter configuration and the corrosion control system. Orland Park shall be named as the owner on any permit or easement related to the Orland Spur Two Main. (2) *Alternate Pipe Size Election.* Oak Lawn shall include alternate bid items in the bid package for the Orland Spur Two Main for alternate pipe sizes for the Main that are larger than 24-inches in diameter as requested by Orland Park. Oak Lawn shall notify Orland Park of the prices received for the alternate pipe sizes; in the event that Orland Park notifies Oak Lawn that Orland Park elects to have the Main be constructed in one of the alternate pipe sizes, Oak Lawn shall include the alternate pipe size elected by Orland Park in the contract for that bid package. Oak Lawn shall include the additional cost of construction of the Main resulting from the election of the alternate pipe size in the relevant bid package which shall be financed by the issuance of New Series Bonds. Orland Park shall be allocated that portion of the bid package attributable

to the additional cost of the alternate pipe size and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package. (3) *Conveyance of and License to Use the Orland Spur Two Main.* Upon completion and final acceptance, Oak Lawn will convey the Orland Spur Two Main to Orland Park by a bill of sale from Oak Lawn to Orland Park. After completion of that conveyance, for the remaining term of this Agreement: (i) Orland Park hereby grants to Oak Lawn a license to operate, use, maintain, test, inspect, repair, remove, and replace, together with all reasonable rights of ingress and egress necessary for the exercise of the license, as a part of and an expense of the Oak Lawn Regional Water System, the Orland Spur Two Main; (ii) the Orland Spur Two Main will be owned by Orland Park and such ownership shall continue to be held by Orland Park; and (iii) Orland Park reserves the right (a) to test and inspect the Orland Spur Two Main at any time without notice to Oak Lawn, and (b) to repair, or to remove and replace, the Orland Spur Two Main following notice to Oak Lawn and Oak Lawn's failure to complete the necessary repair, or removal and replacement, following ninety (90) days notice to Oak Lawn of the need for the repair, or removal and replacement. Orland Park will submit evidence of all costs and expenses incurred in connection with any such repair, or removal and replacement, and such costs and expenses shall be reimbursed by Oak Lawn to Orland Park and such costs and expenses shall be treated by Oak Lawn as costs and expenses of Oak Lawn Regional Water System.

F. Section 11.E. shall be added to the Agreement as follows:

E. *Palos Hills Connection and Pump Station Building.* As part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the Palos Hills Connection and construct and install a new Pump Station Building, the cost of which will be borne and paid for by Palos Hills as part of Palos Hills' share of the Capital Costs and Charges up to the amount of \$2,666,670. Oak Lawn shall include any costs in excess \$2,666,670 for the construction of the Connection and Pump Station Building in Bid Package 8 which shall be financed by the issuance of New Series Bonds. Palos Hills shall be allocated that portion of Bid Package 8 in excess \$2,666,670 and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for Bid Package 8. Upon completion and final acceptance, Oak Lawn is to convey the Pump Station Building to Palos Hills by a bill of sale from Oak Lawn to Palos Hills; *provided, however*, that Oak Lawn shall retain ownership to the piping and all appurtenances to the downstream flange of the flow

meter and that Palos Hills shall grant Oak Lawn right of access to the Pump Station Building for the purpose of maintaining said piping and appurtenances. After completion of that conveyance, for the remaining term of this Agreement, the Pump Station Building will be owned by Palos Hills and such ownership shall continue to be held by Palos Hills and Oak Lawn shall have no right or obligation to operate, use or maintain the Pump Station Building except for said piping and appurtenances described herein. Palos Hills shall be named as the owner on any permit or easement related to the Pump Station Building.

G. Section 13.A. of the Agreement is hereby amended to read as follows:

2013 Regional System Improvements. Oak Lawn will construct the 2013 Regional System Improvements with due diligence. Oak Lawn will undertake to work and cooperate with the Municipal Customers to establish construction schedules which will efficiently cause acquisition and construction of the System Projects that comprise the 2013 Regional System Improvements so as to meet the needs of the Municipal Customers with minimal disruptions of service, and the Municipal Customers shall likewise work and cooperate with Oak Lawn to such end and to provide such facilities within each respective Municipal Customer Water System as will permit the Oak Lawn Regional Water System to efficiently serve such needs. Subject to *force majeure*, Oak Lawn will endeavor to complete the 2013 Regional System Improvements by December 31, 2025. Further, Oak Lawn shall proceed with due diligence to construct the 2013 Regional System Improvements. Oak Lawn shall not change any route approved herein for the 2013 Regional System Improvements to a route which is not through Cook County Forest Preserve District land without Corporate Consent Obtained. Further, beginning with Bid Package 4A and for all subsequent Bid Packages, Executive Consent Obtained is required to award a Bid Package, approve engineering (design and construction) contracts for such Bid Package and approve any additional engineering requirements exceeding \$5,000 per Bid Package.

H. Section 13.C. is hereby added to the Agreement as follows:

Palos Park Option to Upgrade the Size of Its System Connection Main. The Municipal Customers acknowledge that, as part of the 2013 Regional Water System Improvements, Oak Lawn will design, construct and install the transmission main that connects the West Side Transmission Main to the Palos Park Point of Delivery (the "*Palos Park System Connection Main*"), the cost of

which will be borne and paid for by Palos Park as part of Palos Park's share of the Capital Costs and Charges. Oak Lawn shall include alternate bid items in the bid package for the Palos Park System Connection Main for alternate pipe sizes for the Palos Park System Connection Main that are larger than 10-inches in diameter as requested by Palos Park. Oak Lawn shall notify Palos Park of the prices received for the alternate pipe sizes. In the event that Palos Park notifies Oak Lawn that Palos Park elects to have the Palos Park System Connection Main be constructed in one of the alternate pipe sizes, Oak Lawn shall include the alternate pipe size elected by Palos Park in the contract for that bid package. Within thirty (30) days after completion and final approval of the Palos Park System Connection Main and the submission of an invoice by Oak Lawn to Palos Park therefor, Palos Park is to reimburse Oak Lawn for the additional cost of construction of the Palos Park System Connection Main resulting from the election of the alternate pipe size, and Palos Park is not to pay any additional amount as a part of the Capital Costs and Charges due to the election of the alternate pipe size. Alternatively, at the request of Palos Park, Oak Lawn shall include the additional cost of construction of the Main resulting from the election of the alternate pipe size in the relevant bid package which shall be financed by the issuance of New Series Bonds. Palos Park shall be allocated that portion of the bid package attributable to the additional cost of the alternate pipe size and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package.

I. Section 13.D. of the Agreement is hereby added to the Agreement as follows:

Realignment of Transmission Main. Oak Lawn and the Municipal Customers agree to a realignment of the Transmission Main for Bid Package 7A (Cross-Town Connection to Booster Station 2) and Bid Package 7B (Orland Park Spur Two Main), such that the intersection of the improvements financed by Bid Package 7A and Bid Package 7B occurs at a point south of 151st Street as shown on *Exhibit C-1* attached hereto (with such further changes or modifications as approved by Executive Consent Obtained). Orland Park shall be allocated \$812,800 of any additional costs resulting from this realignment (including 36-inches of the 60-inch pipe running south of 151st Street along the Com-Ed corridor, engineering costs, construction services, permit fees and easements) and shall be directly billed for a pro-rata percentage of the debt service due on the New Series Bonds issued for said bid package. Any additional costs as a result of the realignment in

excess of \$812,800 shall be paid by the Municipal Customers as a part of the Capital Costs and Charges.

J. The following is hereby added to the end of Section 15.E. of the Agreement:

Such True Up as described herein is subject to approval by Executive Consent Obtained. In addition, beginning in Fiscal Year 2021, the cost of water leakage out of the Oak Lawn Regional Water System (being the variance between the amount of water billed by Chicago less the amount of water billed by the Oak Lawn Regional Water System to the Municipal Customers) for the previous year (Fiscal Year 2020) shall be paid by each Municipal Customer according to each Municipal Customer's Proportionate Share.

K. The first sentence of Section 15.C.(2) of the Agreement is hereby amended to read as follows:

Other Non-Operating Charges shall include an accumulation for a reserve for the Oak Lawn Regional Water System for Operation and Maintenance Costs (the "*O&M Reserve*" which reserve is intended to provide for unforeseen increases in such costs, Default Costs, or, as provided in the proceedings for the issuance of the Bonds, to pay Bonds in the event there has been a default in the payment of Capital Costs and Charges or to pay Bonds issued in the form of a revolving line of credit).

L. The following sentence is hereby added to Section 18.C. of the Agreement:

Specifically, in connection with a bond rating, bond issuance or bond continuing disclosure agreement, each Municipal Customer shall provide financial information about itself within 60 days of request by Oak Lawn.

M. Attachment 2 of Exhibit B to the Agreement, depicting the Point of Delivery to Palos Hills, is hereby replaced with *Exhibit 1* attached hereto.

N. Exhibit C-1 of the Agreement, being the Realignment of Bid Package 7A and 7B, is hereby added to the Agreement as shown on *Exhibit 2* attached hereto.

O. Exhibit O of the Agreement, being the Financing Plan and Parameters for the 2013 Regional System Improvements, is hereby replaced with *Exhibit 3* attached hereto.

P. Exhibit P of the Agreement, being the Statement of Mutual Cooperation Process, is hereby replaced with *Exhibit 4* attached hereto.

Section 3. Effectiveness.

A. This Amendment shall become binding upon the Parties upon (1) execution and delivery by Oak Lawn and the other Parties hereto of counterparts of this Amendment (2) execution and delivery by Oak Lawn and each of the North System Customers (as defined in the Agreement) of counterparts of the First Amendment to the Water Sale, Purchase and Service Agreement by and between Oak Lawn and the North System Customers. Provided such conditions have been met, the Effective Date of this Amendment shall be the first day of the month following the completion of the actions set forth in clauses (1) and (2) herein.

B. The Parties hereby consent to the terms, provisions and conditions of this Amendment and hereby ratify, confirm and approve the Agreement, as modified and amended herein, and acknowledge that the Agreement, as modified and amended herein, shall remain in full force and effect.

C. It is the express intention and agreement of the Parties that the modification and amendment of the Agreement is not intended or to be construed as an extinguishment, revocation, satisfaction or discharge of any of the liabilities or obligations under the Agreement.

Section 4. Miscellaneous.

A. Should any part, term or provision of this Amendment be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

B. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws.

C. This Amendment may be executed in any number of counterparts, each of which shall be executed by Oak Lawn and the other Parties and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Oak Lawn and each of the Southwest System Customers have caused their respective corporate seals to be hereunto affixed and attested and these presents to be signed by their respective officers.

SOUTHWEST SYSTEM CUSTOMERS:

VILLAGE OF MOKENA

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2020

VILLAGE OF NEW LENOX

By: _____
Its: Mayor

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2020

CITY OF OAK FOREST

By: _____
Its: Mayor

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2020

VILLAGE OF ORLAND PARK

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2020

VILLAGE OF TINLEY PARK

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2020

OAK LAWN:

VILLAGE OF OAK LAWN

By: _____
Its: Village President

ATTESTED:

Municipal Clerk

[SEAL]

DATED: _____, 2020

EXHIBIT 1
TO THE FIRST AMENDMENT TO THE REGIONAL WATER SYSTEM
WATER SALE, PURCHASE AND SERVICE AGREEMENT

EXHIBIT B – ATTACHMENT 2

OAK LAWN REGIONAL WATER SYSTEM POINT OF DELIVERY TO PALOS HILLS

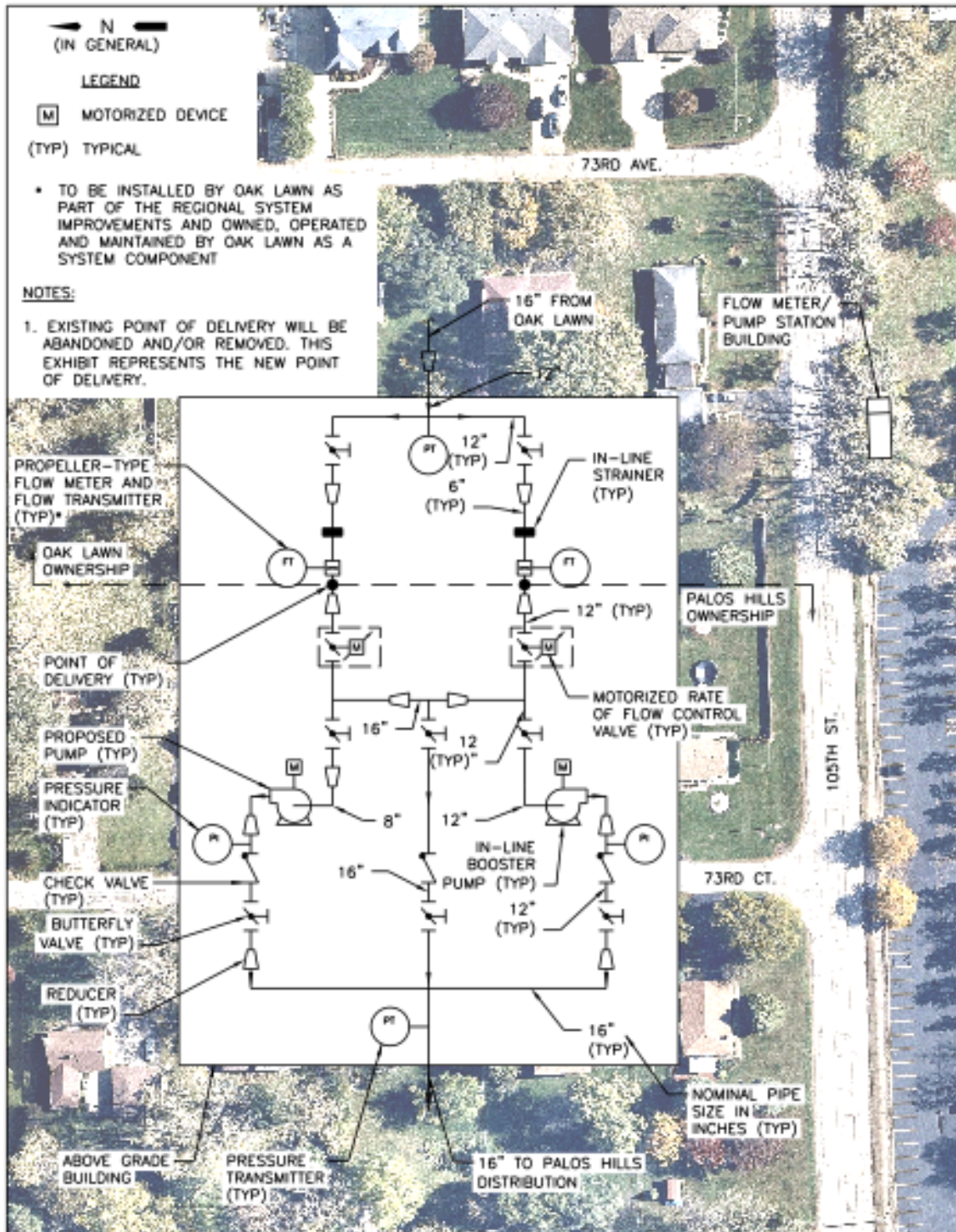


EXHIBIT 2
TO THE FIRST AMENDMENT TO THE REGIONAL WATER SYSTEM
WATER SALE, PURCHASE AND SERVICE AGREEMENT

EXHIBIT C-1
REALIGNMENT OF BID PACKAGES 7A AND 7B



Village of Oak Lawn Water Transmission Main Bid Packages 7A & 7B - Revised Alignments



EXHIBIT 3
TO THE FIRST AMENDMENT TO THE REGIONAL WATER SYSTEM
WATER SALE, PURCHASE AND SERVICE AGREEMENT

EXHIBIT O

FINANCING PLAN AND PARAMETERS
OAK LAWN REGIONAL WATER SYSTEM
“NEW SERIES BONDS” FOR THE
“2013 REGIONAL SYSTEM IMPROVEMENTS”

I. INTRODUCTION.

This Financing Plan and Parameters (the or this “*FPP*”) is set forth as Exhibit O to that certain “Regional Water System Water Sale, Purchase and Service Agreement Between the Village of Oak Lawn, Illinois and Certain of Its Municipal Customers” (the “*Agreement*”). The defined terms of the Agreement are incorporated by reference, unless otherwise defined expressly in this Exhibit O or unless the context or use of a term clearly indicates another meaning is intended. This FPP is pursuant to Section 4.B of the Agreement and relates to the New Series Bonds and Bonds issued at any time in the future to refund New Series Bonds.

II. SOURCE OF FUNDS AND LIEN PRIORITIES; PREFERENCES FOR IEPA LOANS.

The Bonds shall be payable from the “*Net Revenues*” (Regional System Revenues less Operation and Maintenance Costs). The Bonds may be in various lien positions, commonly referred to as first lien, second lien, third lien, and so on. It is anticipated that a portion of the Bonds will be issued to the IEPA pursuant to its 20-year loan program for water projects (such portion will be referred to interchangeably with Bonds as the “*IEPA Loans*”).

IEPA Loans shall be Bonds in a third lien position on Net Revenues. Oak Lawn shall procure the maximum amount of IEPA Loans made available to it to finance the Project. In stating this preference, the Parties to the Agreement acknowledge that they are familiar with the IEPA water project loan program regulations, which in general provide funding for certain Project costs and defer loan repayment for a period of time, adding the deferred interest to principal at the time the loan begins to amortize, and such amortization occurring in level stated amounts of principal and interest semi-annually for 20 years. It is possible that during the course of acquiring and constructing the 2013 Regional System Improvements (herein also the “*Project*”) the IEPA may offer a 30-year loan program. Oak Lawn will seek to issue Bonds for 30-year IEPA Loans only after Executive Consent [is] Obtained as provided in the Agreement.

One series of IEPA Loans has already been procured by Oak Lawn, utilizing its own credit on an interim basis. This is an IEPA Loan approved for \$15,000,000 (estimated to be drawn in the amount of approximately \$12,700,000), more or less, to provide for improvements at the Harker Pumping Station. This FPP permits allocation of that IEPA Loan to a Bond (*i.e.*

payable from the Net Revenues). This FPP permits Oak Lawn to have allocated to it, to the fullest extent possible, the debt service payments on this IEPA Loan as its share of Capital Costs and Charges. This provision entitles Oak Lawn to the (low) interest rate obtained on such IEPA Loan.

For Bonds which must be issued which are not IEPA Loans, this FPP permits the issuance of Senior Lien Bonds with a goal of achieving a rating in the second highest rating category by one or more appropriate rating agencies (such as Moody's or S&P) which ratings are now commonly known as "AA" or "Aa." The Parties acknowledge that such ratings typically require financial covenants, such as Net Revenues coverage of debt service on such Bonds.

III. MAXIMUM PRINCIPAL AMOUNTS.

A. The maximum principal amount of Bonds issued to pay the costs of acquiring and constructing the Project, including the costs of all lands and rights in land and water, and other necessary or advisable capital expenditures related thereto, and all costs of engineering related to the Project, shall not exceed such principal amount as will produce not in excess of \$275,000,000 of proceeds.

B. To said principal amount may be added amounts as follows:

1. Costs of issuance of the New Series Bonds (which includes the costs of all Parties to the Agreement of negotiating the Agreement) including legal, financial advisory, and engineering costs of such negotiations, bank fees and underwriting fees and similar costs, costs of credit enhancement such as bond insurance, line of credit or letter of credit fees, and the like, and typical closing costs for Bonds and original issue discount.

2. Bond reserve amounts not to exceed ten percent (10%) of the face ("*par*") amount of the New Series Bonds.

3. For any series of refunding Bonds, such additional principal amounts as may be necessary to accomplish such refunding (*i.e.* pay the designated debt service [principal and interest and redemption costs, if any] of such prior series of Bonds) including costs of issuance of such refunding Bonds, in each instance limited to two percent (2%) of par plus any bank fees or credit enhancement fees related to such refunding Bonds.

4. Capitalized interest on any Bonds for a maximum term of five years.

C. The maximum principal amount of Bonds of all series, including any series of refunding Bonds, which may be outstanding at any one time shall not exceed \$297,000,000.

IV. MINIMUM PURCHASE PRICE AND COMPENSATION TO BANKS AND UNDERWRITERS.

Bonds shall be sold at not less than 98% of par, exclusive of any original issue discount. Compensation paid to any bank or financial institution acquiring Bonds in a negotiated purchase shall not exceed 1% of par. Compensation to any underwriters of Bonds shall not exceed 2% of par.

V. RATES OF INTEREST ON BONDS.

No Bond shall bear a rate of interest or have a yield greater than permitted to a non-home rule governmental unit in Illinois as currently provided in the “Bond Authorization Act” of the State, as supplemented or amended. Oak Lawn will retain an independent financial advisor for all Bonds except those which are IEPA Loans. Oak Lawn will obtain from such financial advisor an opinion on each series of Bonds except IEPA Loans that the interest rates payable and the other financial terms of such Bonds are fair and reasonable in view of the structure of such Bond issue and then current conditions in the relevant market for such Bonds.

Bonds may utilize interest rate swaps upon the terms set forth in the Bond Authorization Act.

VI. MAXIMUM ANNUAL DEBT SERVICE.

Planned maximum annual debt service shall not exceed \$22,500,000. However, Bonds may become due resulting in greater debt service than that amount with the intention of refunding such Bonds (such obligations may have what is referred to as “bullet” maturities).

VII. TERM TO MATURITY; CERTAIN BOND CONSIDERATIONS.

As noted above, the Parties acknowledge the terms upon which the IEPA Loans will be repaid.

For other Bonds, planned principal authorization, to the extent commercially reasonable, will be deferred so as to begin to amortize at the final maturity of an IEPA Loan and end prior to expiration of the current term of the Agreement.

VIII. REVOLVING LINE OF CREDIT BONDS.

At any time prior to the completion of the Project, Bonds may be issued in the form of a revolving line of credit (“*L/C Bonds*”) having a variable rate of interest within the maximum rate of interest set forth above. The maximum amount of such LC Bonds is \$35,000,000. If the L/C Bonds are outstanding upon completion of the Project, Oak Lawn will begin a financing effort to refund such L/C Bonds with long-term Bonds. Or, at such time, the term or maturity of the L/C Bonds may be extended to a further date if in the judgment of Oak Lawn such extension is advantageous but only after Executive Consent [is] Obtained as provided in the Agreement.

EXHIBIT 4
TO THE FIRST AMENDMENT TO THE REGIONAL WATER SYSTEM
WATER SALE, PURCHASE AND SERVICE AGREEMENT

EXHIBIT P

STATEMENT OF MUTUAL COOPERATION PROCESS

For purposes of this Exhibit, all definitions as given in the Agreement of which this Exhibit is a part are incorporated by reference.

A. It is the intention of the Parties to this Agreement to create a long-term arrangement that is able to change and evolve over coming years to meet the changing demographics and needs of Oak Lawn and the Southwest System Customers.

B. Both Oak Lawn and the Southwest System Customers embrace the concept of establishing a framework for a long-term intergovernmental cooperative relationship for the reliable and cost-effective delivery of Chicago Water from Chicago to the Southwest System Customers through the Oak Lawn Regional Water System. To meet this objective, Oak Lawn and the Southwest System Customers agree to work together to investigate possible means of furthering the improvement and operation of the Oak Lawn Regional Water System to provide the Southwest System Customers with a long-term, reliable supply of Chicago Water. Oak Lawn and the Southwest System Customers agree that they will, from time to time, investigate alternative capital improvements and financing methods, as well as alternative operations and maintenance procedures, for the Oak Lawn Regional Water System, with the overall objective of enhancing the public health, safety and welfare of those to whom the Southwest System Customers provide Chicago Water.

C. Both Oak Lawn and the Southwest System Customers recognize that an essential element of this cooperative relationship is to ensure a reliable water delivery system for the provision of Chicago Water at a reasonable cost, and they jointly will seek out and develop mutually beneficial opportunities. As part of this effort, this Agreement establishes a regular method of budget development and review for the Oak Lawn Regional Water System, on Oak Lawn's annual budget cycle, and a process to evaluate budgeted items and anticipated costs.

D. Oak Lawn recognizes that the Southwest System Customers are a substantial contributor to the total Operation and Maintenance Costs of, and to the Capital Costs and Charges for, the Oak Lawn Regional Water System in the provision of Chicago Water to the Southwest System Customers, and that the Southwest System Customers desire meaningful input in various aspects of the Oak Lawn Regional Water System. Oak Lawn intends to share these enhanced input opportunities with the Southwest System Customers.

E. This Agreement will establish a variety of mechanisms for enhanced contact and communication between Oak Lawn and the Southwest System Customers on topics relevant to this Agreement including, among other things, water supply and reliability, Operation and

Maintenance Costs and Capital Costs and Charges for the Oak Lawn Regional Water System, and the future effective and beneficial functioning of the Oak Lawn Regional Water System and the relationship between the Parties.

F. The mutually cooperative efforts set forth in this Exhibit will occur mainly through Working Groups as described in Sections I.B and I.D of this Exhibit and management level communications as described in the following sections. The Southwest System Customers acknowledge that providing review, feedback, recommendations and input to Oak Lawn, and Oak Lawn's acceptance of such, shall not supersede Oak Lawn's role as the sole entity responsible for the daily operation of the Oak Lawn Regional Water System. Oak Lawn supports these mutual cooperation efforts but reserves the right to accept or not accept certain recommendations provided by the Southwest System Customers.

G. The Southwest System Customers acknowledge that Oak Lawn is the licensed water system operator solely responsible for the Oak Lawn Regional Water System and as established and permitted by the IEPA, and therefore it shall be mandatory that Oak Lawn retain full operational control of the Oak Lawn Regional Water System.

H. Oak Lawn and the Southwest System Customers agree to commence mutual cooperation efforts outlined in this Exhibit, including Working Groups as described in Sections I.B and I.D of this Exhibit, upon execution of this Agreement. The Parties agree that this will enable and support the effective and efficient completion of the 2013 Regional System Improvements, the plan for which the Southwest Customers have approved.

ACCORDINGLY, OAK LAWN AND THE SOUTHWEST SYSTEM CUSTOMERS AGREE AS FOLLOWS.

I. Cooperation and Communication Regarding Reliability and Cost Control; Review and Accountability.

A. *Coordination and Communication.* Oak Lawn and the Southwest System Customers agree that they desire to establish a variety of means to enhance and promote communication and cooperation between Oak Lawn and the Southwest System Customers. In addition to those matters otherwise addressed in this Agreement, Oak Lawn and the Southwest System Customers also wish to establish procedures and processes to allow review of the Oak Lawn Regional Water System, to enable continuing channels of communication between Oak Lawn and the Southwest System Customers, and to ensure beneficial decision-making by Oak Lawn in the operation, maintenance and periodic improvement of the Oak Lawn Regional Water System. Nothing in this Exhibit is intended to require the Southwest System Customers to create reports that each does not regularly produce.

In order to enhance transparency and avoid delay in decision making, the following are the general expectations and responsibilities for communication by and between the Contractor, Oak Lawn, Customer Communities and their Consulting Engineer currently Christopher B. Burke Engineering (CBBEL), Oak Lawn's Consulting Engineer (CDM Smith), and information from public agencies or utilities involved in the Project:

Oak Lawn will receive questions and comments on the project, conduct weekly construction and coordination meetings, update the managers and boards of trustees as needed, and process pay applications.

Oak Lawn's Consulting Engineer, currently CDM Smith, will be the central communications hub with all parties, coordinate communications with the contractor, attend weekly construction meetings, attend weekly coordination meetings with CBBEL, attend the customer review committee meetings or conference calls as requested, post weekly construction coordination meeting minutes to the SharePoint site, and prepare logs of work change directives, change orders, RFI's, and submittals uploaded to the SharePoint site monthly.

Customer Communities and the Customer Communities' Consulting Engineer, currently CBBEL, will attend weekly coordination meetings, schedule and attend Customer Review Committee meetings or conference calls as needed, and update communities not on the Customer Review Committee as needed.

Change Order Working Group, at times referred to as the Customer Review Committee, will consist of three members of the customer communities that are selected by a vote of the customer communities. This group will review and approve change orders as described in section D(4). They also will update communities not on the Customer Review Committee of any decisions that are made via e-mail.

Contractor will be required to attend weekly construction meetings, respond to CDM Smith requests, and prepare minutes for weekly construction meetings.

Public Agencies and Utilities will be engaged to receive questions or comments pertaining to the project and be provided responses as required in a timely fashion.

B. Mutual Cooperation Through Working Groups.

1. *Formation.* To facilitate an ongoing structure for consistent communication, Oak Lawn and the Southwest System Customers agree that the Southwest System Customers will establish three working groups ("*Working Groups*"), consisting of personnel from the Southwest System Customers, to address the subject areas described in Section I.D of this Exhibit. The Southwest System Customers will notify Oak Lawn of the formation of the Working Groups and the membership of each Working Group, as well as the designated chairperson for each Working Group and such group's designated liaison to Oak Lawn, from time to time. The Southwest System Customers shall be responsible to provide staff support to the Working Groups, including preparation of meeting agenda and minutes. The Working Groups are intended to be performing jointly the role of staff of the Southwest System Customers, and are not intended to be public bodies subject to the provisions of the Open Meetings Act.

2. *Oak Lawn Liaisons.* Oak Lawn will designate at least one liaison to act on its behalf in cooperating with the Working Groups in various ways, including (a) meeting

with the Working Groups as described in this Exhibit, (b) providing information to the Working Groups as requested by each Working Group in connection with their various subject matter areas, and (c) obtaining answers to questions and concerns raised by the Working Groups in connection with the Agreement and provision of Chicago Water to the Southwest System Customers. Oak Lawn's liaison to each Working Group shall be a person holding a position of comparable rank and responsibilities as those held by a majority of individuals serving on each Working Group.

C. Meetings with Working Groups.

1. In General. The Southwest System Customers in conjunction with Oak Lawn will create a meeting schedule and provide an agenda for each of the Working Groups' meetings with their respective Oak Lawn liaisons from time to time. Oak Lawn and each Working Group agree that the "Operations" Working Group and the "Finance/Administration" Working Group shall each meet with their respective designated liaisons from Oak Lawn not less than two (2) times in each calendar year unless the Working Group and Oak Lawn mutually agree that fewer meetings are required from time to time. Oak Lawn and each Working Group agree that the "Management" Working Group and Oak Lawn's designated liaison will meet at least once in each calendar year, on call of the Management Working Group with at least fourteen (14) days notice to Oak Lawn. Oak Lawn and the Working Groups agree that additional meetings will be held by any of these Working Groups with their respective liaisons on call of the Working Group with at least fourteen (14) days notice to Oak Lawn. In the event of an emergency, Oak Lawn and the appropriate Working Group agree to meet as soon as is practicable under the circumstances.

2. Cooperation with Others. The Southwest System Customers acknowledge that other Municipal Customers may have substantially similar rights relating to mutual cooperation or may have an interest in the Working Group meetings or actions and agree to cooperate and coordinate with Oak Lawn to the end of avoiding duplicative efforts.

D. Working Groups. The Working Groups will be as follows:

1. Management Working Group: The Management Working Group will have at least the following functions and duties and other duties as assigned by the Southwest System Customers:

- a. Review Oak Lawn's overall compliance with the terms and conditions of this Agreement;
- b. Review the overall compliance of each of the Southwest System Customers with the terms and conditions of this Agreement and report on the same to Oak Lawn at least on an annual basis if requested by Oak Lawn;

c. Review and provide recommendations to Oak Lawn and the Southwest System Customers regarding any proposed revisions to, or renewals of, this Agreement;

d. Review, evaluate and provide feedback on the compliance of Oak Lawn and Chicago with the terms and conditions of the Chicago-Oak Lawn Agreement, as such matters affect the Southwest System Customers;

e. Review and provide recommendations to Oak Lawn on all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs;

f. In conjunction with Oak Lawn's annual budget process, review and provide input on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. In conjunction with Oak Lawn's Asset Management Program for the Oak Lawn Regional Water System, review and provide input on the Oak Lawn Regional Water System's capital budget;

h. On an annual basis, provide to Oak Lawn the capital improvement plan of each Southwest System Customer for its respective Municipal Customer Water System, and provide feedback and input to Oak Lawn on said plans;

i. Review updates of the status of performance and improvements under this Agreement and the Chicago-Oak Lawn Agreement, and coordinate input and recommendations thereon from, the Operations Working Group and the Finance/Administration Working Group;

j. Provide feedback and input to Oak Lawn as well as the corporate authorities of the Southwest Customers regarding performance under this Agreement and the Chicago-Oak Lawn Agreement and matters involving the Oak Lawn Regional Water System; and

k. Make recommendations to and coordinate with Oak Lawn regarding public information and education on matters involving this Agreement through various methods and programs, such as public meetings, newsletters, websites, and social media.

l. Approve the contractor (i.e. lowest qualified bid) and any proposed engineering (design and construction) for the remaining bid packages as well as any additional proposed engineering requirements that are over \$5,000.

m. Receive and review the regional water system water loss report on an annual basis.

n. Approve the true-up of budgeted versus actual cost of the rate for the Customer Communities on an annual basis.

2. *Operations Working Group*: The Operations Working Group will have at least the following functions and duties and other duties as assigned by the Southwest System Customers:

a. Review and provide feedback to Oak Lawn regarding Oak Lawn's duty to provide the supply of Chicago Water required under this Agreement;

b. Review operational practices and procedures of Oak Lawn in the operation of the Oak Lawn Regional Water System;

c. Review the operational practices and procedures of each of the Southwest System Customers in the operation of their respective Water Systems, as such matters affect the Oak Lawn Regional Water System, and report on the same to Oak Lawn at least on an annual basis if requested by Oak Lawn;

d. Provide input to Oak Lawn to develop appropriate methods for, and to improve, operational coordination in the operation of the Oak Lawn Regional Water System as it delivers Chicago Water to the Southwest System Customers;

e. Review and provide recommendations to the Management Working Group and Oak Lawn on all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs;

f. In conjunction with Oak Lawn's annual budget process, review and provide input to the Finance/Administration Working Group on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. In conjunction with Oak Lawn's Asset Management Program for the Oak Lawn Regional Water System, review and provide input on the capital budget for the Oak Lawn Regional Water System;

h. Encourage continued and ongoing day-to-day communication between operators of the Oak Lawn Regional Water System and operators of the Southwest System Customers' Water Systems;

i. Review the Chicago Water use requirements of the Southwest Customers and the parameters under which such Chicago Water is to be delivered;

j. Review the quality and source of Chicago Water provided to the Southwest System Customers under the Agreement;

k. Review, discuss and communicate regarding potential and actual emergency conditions that may affect the delivery of Chicago Water under this Agreement;

l. Review, discuss and communicate regarding potential and actual events that may result in planned curtailment or planned shut-downs of, or other impacts on, the Chicago Water supply under this Agreement;

m. Suggest, review and provide input to Oak Lawn on cost effectiveness and cost control initiatives in areas relating to contractual services, commodities and services provided by the Oak Lawn Water Division, where such Division provides support and services to the Oak Lawn Regional Water System; and

n. Provide input and recommendations on these matters to the Management Working Group.

3. *Finance/Administration Working Group:* The Finance/Administration Working Group will have at least the following functions and duties and other duties as assigned by the Southwest System Customers:

a. Conduct, at least on an annual basis, a review of the billing procedures, schedules, and invoices from Oak Lawn to the Southwest System Customers, including supporting documentation as requested;

b. Conduct, at least on an annual basis, a review of the components in the water rate charged by Oak Lawn to the Southwest System Customers, and any changes to or adjustments in the rate;

c. Review and communicate in regard to changes or adjustments to the Chicago Water rates;

d. Conduct, at least on an annual basis, a review of Oak Lawn's debt schedules pertaining to the Oak Lawn Regional Water System, as well as any costs allocated to the Southwest System Customers and the formulas used to calculate the Southwest System Customers' required reimbursement of such costs;

e. Review the financial impact of, and provide recommendations to, the Management Working Group on proposed financing methods, if financing is necessary, for all purchases involving Major Capital Costs prior to approval by the corporate authorities of Oak Lawn of the contracts relating to those costs and other capital items in Oak Lawn's Asset Management Program;

f. In conjunction with Oak Lawn's annual budget process, review and provide input on proposed Oak Lawn budget components for the Oak Lawn Regional Water System;

g. Suggest, review and provide input to Oak Lawn on cost effectiveness and cost control initiatives in areas relating to contractual services, commodities and services provided by the Oak Lawn Water Division, where such Division provides support and services to the Oak Lawn Regional Water System;

h. Review the financial impact of the use of the Oak Lawn Regional Water System by Municipal Customers other than the Southwest System Customers who are Parties under this Agreement, and costs assigned to such Municipal Customers, including any amounts such other customers may be required to pay as a fair share, equitable contribution based on the terms of this Agreement; and

i. Provide input and recommendations on these matters and proposed System Projects to the Management Working Group.

4. *Change Order Working Group:* The Change Order Working Group will be provided with bid package change orders that exceed \$20,000 in construction cost per occurrence to review and approve or reject. The Change Order Working Group, Oak Lawn's Consulting Engineer, and Oak Lawn will have at least the following functions and duties:

a. Oak Lawn's Consulting Engineer:

- i. Determine if a change order meets the qualifications for review by the Change Order Working Group and Oak Lawn.
- ii. Change Order Working Group, Customer Communities' Consulting Engineer & Oak Lawn will discuss all change orders at weekly coordination meetings.
- iii. If the change order qualifies for review by the Change Order Working Group, then Oak Lawn's Consulting Engineer will provide that change order to them for review.
- iv. If the change order is approved by the Change Order Working Group, Oak Lawn's Consulting Engineer will issue a Work Change Directive to the Contractor or issue a change order to the Contractor which may be comprised of several approved Work Change Directives.

- v. If the change order is not approved then Oak Lawn's Consulting Engineer, the Change Order Working Group, and Oak Lawn will review the recommendations of both consulting engineers, arrange the necessary meeting to determine the solution, if possible, and issue the appropriate direction to the Contractor.
- b. Change Order Working Group, Customer Communities' Consulting Engineer & Oak Lawn:
 - i. Timely review change order requests
 - ii. Attend meetings or conference calls to address and review recommendations of the consulting engineers
 - iii. Issue decisions on whether change orders requiring Change Order Working Group approval are approved or not approved within three (3) business days from receipt by Oak Lawn's Consulting Engineer in writing.

II. Notice of Oak Lawn Meetings. Oak Lawn shall provide notice to the Southwest System Customers of any meeting of the Oak Lawn corporate authorities, or any board, committee, commission, advisory group or other similar body of Oak Lawn when Oak Lawn anticipates that the agenda for a meeting of any such body will include matters relating to the Oak Lawn Regional Water System. Such notice to the Southwest System Customers shall be given to the Southwest System Customers at the same time as notice is given to the members of any such body and shall include copies of the agenda and any agenda materials provided to such body. The Southwest System Customers shall be responsible, not less often than annually, to provide an email address for such notifications, and sending to such addresses shall be adequate notice.

III. Audited Financial Statements. Oak Lawn shall provide to the Southwest System Customers, within two hundred ten (210) days after the close of each of its Fiscal Year, an audit of the Oak Lawn Regional Water System financial records prepared by a certified public accounting firm retained by Oak Lawn for such Fiscal Year.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, AMENDING CERTAIN PROVISIONS OF THE LONG TERM WATER SALE, PURCHASE AND SERVICE AGREEMENT BY AND AMONG THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, AND OTHER MUNICIPALITIES, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SAID AMENDMENT.

WHEREAS, the Village of Orland Park, Cook and Will Counties, Illinois (the “*Village*”) on the 2nd day of December, 2013, and on the 16th day of June, 2014, adopted Ordinance No. 4861 and Ordinance No. 4906, respectively (the “*Ordinances*”), authorizing the execution and delivery of a “Water Sale, Purchase and Service Agreement Between the Village of Oak Lawn, Illinois and Certain of Its Municipal Customers,” dated August 1, 2014 (the “*Agreement*”);

WHEREAS, the President and Board of Trustees of the Village (the “*Corporate Authorities*”) have determined and do hereby determine that that it is necessary and in the best interests of the Village that certain provisions of the Agreement be amended and that such Amendment and said Agreement so amended be authorized to be executed and delivered as herein provided; and

WHEREAS, the form of the First Amendment to the Water Sale, Purchase and Service Agreement between the Village and the Southwest System Customers (the “*Southwest System First Amendment*”) has been presented to the Corporate Authorities and is attached hereto as *Attachment A*:

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

Section 1. Incorporation of Preambles. The findings and determinations set forth in the preambles to this Ordinance are hereby made findings and determinations of the Corporate Authorities of the Village and are incorporated into the body of this Ordinance by reference.

Section 2. Ratification, Approval and Incorporation of Amendment. The Agreement as approved by the Ordinances is hereby ratified, confirmed and approved, subject to the Southwest System First Amendment as hereby approved (the “*Amended Southwest System Agreement*”). The Village is authorized pursuant to this Ordinance to be bound by the terms and conditions of the Southwest System First Amendment. The Southwest System First Amendment and the Agreement shall be read together as one document. The Village Clerk is hereby authorized to replace the provisions of the Agreement with the amendments as approved herein.

Section 3. Execution. By this Ordinance, the President of the Village is hereby authorized and directed to execute and deliver and the Village Clerk is hereby authorized to attest and seal the Southwest System First Amendment and the Amended Southwest System Agreement.

Section 4. Publication. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

Section 5. Severability; Superseder. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. All ordinances, resolutions and orders, or parts thereof, in conflict with this Ordinance are hereby superseded to the extent of such conflict and as further provided in the Agreement as Amended.

Section 6. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

AYES: _____

NAYS: _____

ABSENT: _____

ADOPTED: October 5, 2020

APPROVED: October 5, 2020

President

Recorded in Village Records: October ____, 2020.

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois at __: __.m. on October __, 2020.

ATTEST:

Village Clerk

ATTACHMENT 1
SOUTHWEST SYSTEM FIRST AMENDMENT

REQUEST FOR ACTION REPORT

File Number:	2020-0677
Orig. Department:	Development Services Department
File Name:	Stan's Donuts & Coffee - Back-Fill Vacant Restaurant Incentive Program - Inducement Agreement

BACKGROUND:

Stan's Donuts & Coffee is a Chicago based donut and coffee shop. They currently operate 12 locations around the Chicagoland area including Millennium Park, Magnificent Mile, Streetersville, Gold Coast, Oakbrook Center, Oakbrook Terrace, and Woodfield Mall.

The proposed project includes the redevelopment of the former PDQ building, at 15646 South La Grange Road, into an approximately 3,300 square foot Stan's Donut & Coffee shop. Stan's has formally petitioned for appearance review and building permits are currently under review by the Development Services Department.

Stan's has requested a sales tax sharing Inducement Agreement with the Village of Orland Park, via the Back-Fill Vacant Restaurant incentive Program, to assist with their proposed project. Stan's would receive 50% of the sales tax generated at their store for 10 years up to a maximum of 50% of certified project costs, not to exceed \$250,000. The following is a summary of the proposed terms:

Stan's Donuts & Coffee Project Build-Out - anticipated to be at least \$400,000.
50% sharing of sales tax.
Ten-year term.
Maximum amount of 50% of certified project costs or \$250,000, whichever is less.
Job Creation: (12-16 jobs).

The proposed Inducement Agreement is attached.

Stan's Donuts plans to open in Orland Park before the end of 2020.

BUDGET IMPACT:

REQUESTED ACTION:

I move to approve a sales tax sharing Inducement Agreement with Stan's Donuts as outlined above pending approval of appearance review and the building permit.

INDUCEMENT AGREEMENT – STAN’S DONUTS

THIS AGREEMENT is entered into this ____ day of _____, 2020, by and between the **VILLAGE OF ORLAND PARK**, Cook and Will Counties, Illinois, a home rule municipal corporation (hereinafter referred to as the “VILLAGE”), and **STAN’S DONUTS – ORLAND PARK, LLC**, an Illinois limited liability company (hereinafter referred to as “STAN’S”).

WITNESSETH:

In consideration of the Preliminary Statements, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Preliminary Statements

Among the matters of mutual inducement which have resulted in this Agreement are the following:

(a) The VILLAGE is a home rule municipality pursuant to Article VII, Section 6 (a) of the Constitution of the State of Illinois and is authorized thereby to exercise any power and perform any function pertaining to its government and affairs.

(b) STAN’S is the contract purchaser (or lessee) of certain real property, legally described in **EXHIBIT “A”** attached hereto and made a part hereof, and comprised of approximately 0.96 acres, commonly known as 15646 S. La Grange Road, Orland Park, Illinois (hereinafter referred to as the “Subject Property”). STAN’S, after receipt of the promises and inducements contained herein, plans to cause or permit remodeling of an approximately 3,309 square foot Stan’s Donuts Restaurant with on-site food preparation on the Subject Property (hereinafter collectively referred to as the “Project”). It is anticipated by the parties hereto that the

Project will generate substantial annual gross sales and will create employment for at least twelve (12) full and part time employees. As of the date of this Agreement, the cost of said Project is anticipated to be not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) including remodeling cost and onsite work. It is understood and agreed that there has not been a specific site plan submitted and approved by the VILLAGE in relation to the Subject Property. In addition, the architecture, building elevations, exterior building materials, building, zoning and sign requirements, and landscaping plans for the entire Subject Property, to the extent not previously submitted and approved, must be submitted to and approved by the VILLAGE. The Project to be constructed on the Subject Property shall be constructed substantially in accordance with the plans and specifications approved by the VILLAGE.

(c) The VILLAGE is desirous of having the Subject Property improved with the new Stan's Donuts in order to service the needs of the VILLAGE and its residents, and the Project will increase employment opportunities in the VILLAGE, prevent decline in economic conditions existing in the VILLAGE, stimulate commercial growth and stabilize the tax base of the VILLAGE, and, in furtherance thereof, the VILLAGE contemplates certain incentives and continuing economic incentives under the terms and conditions hereinafter set forth to assist in such.

(d) The parties hereto acknowledge, and STAN'S represents and warrants, that it requires economic assistance from the VILLAGE in order to commence and complete the Project, and that, but for said economic assistance, the Project as contemplated would not be economically viable nor would the funds necessary for its commencement and completion be available.

(e) For purposes of this Agreement, the use of the terms "sales tax" and "sales tax revenue" shall be construed to refer to that portion of taxes imposed by the State of Illinois for

distribution to the VILLAGE pursuant to the Retailers' Occupation Tax Act and the Service Occupation Tax Act (as said acts may be amended) and which are collected by the State and distributed to the VILLAGE, and all revenue derived from such taxes, as well as the VILLAGE'S Home Rule Retailers and Service Occupation Taxes. If a governmental or legislative body enacts any law or statute which results in any material changes or amendments to the foregoing sales tax provisions, which changes or amendments prohibit the VILLAGE from complying with this Agreement, then the VILLAGE, at its sole discretion, will re-evaluate the incentive to be provided and may elect to amend the incentives and inducements set forth herein.

(f) This Agreement, and the incentives and inducements set forth herein, shall apply to the planned restaurant/food sales to be located on the Subject Property, as well as any different restaurant (or similar) facilities which may be located on the Subject Property during the term of this Agreement.

2. Conditions Precedent to the Undertakings on the Part of the VILLAGE

All undertakings on the part of the VILLAGE pursuant to this Agreement are subject to satisfaction of the following conditions by STAN'S on or before the date of the Initial Payment provided for in Paragraph 3 below, or as otherwise specifically hereinafter stated:

(a) STAN'S shall have obtained final approval relating to the Project, including, but not limited to, construction of any signs, so that operation of the business can commence within the time set forth in Paragraph 3(d) hereof, it being understood and agreed that the VILLAGE has the discretion established by law to approve all such work and the VILLAGE shall not be deemed to have caused a default hereunder or have any liability for its reasonable disapproval of such work.

(b) STAN'S shall have obtained any other final approvals necessary from any other governmental unit or agency which has jurisdiction or authority over any portion of the Project.

(c) STAN'S has provided to the VILLAGE for inspection a copy of a fully executed redacted Lease for the Subject Property for a term of not less than ten (10) years by and between _____ as Lessor and STAN'S as Lessee (the "Lease").

(d) STAN'S shall have certified to the VILLAGE that there exists no material default under this Agreement by STAN'S, beyond any applicable cure period set forth herein, that affects or that may affect operation of the aforementioned restaurant at or on the Subject Property, and STAN'S has not received any notice of any violation relating to construction of the Project, which has not been cured, of any applicable VILLAGE ordinances, rules and regulations, or of any applicable laws of the State of Illinois or the United States of America, and/or any agency or subdivision thereof.

(e) Subject to Paragraph 24, STAN'S shall have commenced construction of the Project on or before February 1, 2021.

3. Undertakings on the Part of the VILLAGE

Subject to satisfaction by STAN'S of all applicable terms and conditions set forth in this Agreement, the VILLAGE hereby undertakes to make the payments set forth in subparagraph (b) of this Paragraph 3:

(a) In addition to the conditions set forth in Paragraph 2 above, the entire Project shall have been substantially completed and STAN'S shall cause to be opened a new restaurant for business on the Subject Property as provided in Paragraph 4(a) below.

(b) In the event that all terms and conditions set forth in this Agreement are satisfactorily met by STAN'S, the VILLAGE hereby agrees to pay the sums hereinafter provided for, by quarterly installment payments over a maximum of a ten (10) year period as follows, subject however to the following conditions and restrictions:

- (i) Each amount will be due and payable solely from the proceeds of sales tax revenue received by the VILLAGE from retail sales at the Subject Property computed as follows:
- (1) It is acknowledged and understood by and between the parties hereto that the VILLAGE receives sales tax revenue monthly, and that the taxes generated by retail sales in any one month are distributed to the VILLAGE approximately three (3) months later (e.g. taxes generated by sales in July are generally received in mid to late October).
 - (2) Commencing with the first proceeds of sales tax revenue received by the VILLAGE from retail sales at the Subject Property and thereafter, the VILLAGE shall be entitled to fifty percent (50%) of all sales tax revenue received from retail sales at the Subject Property and STAN'S shall thereafter be entitled to the remaining fifty percent (50%) of the sales tax revenue received from retail sales at the Subject Property ("STAN'S Share"), up to a maximum of fifty percent (50%) of certified project costs and not to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).
 - (3) The initial payment of STAN'S Share (the "Initial Payment") shall be made not later than the first day of the fourth calendar month after the opening of the Stan's Donuts restaurant (or on such later date once the VILLAGE has received the appropriate reports from the State to determine the amount of sales tax revenue generated on the Subject Property). Payments of STAN'S Share, if any, shall then be made every three (3) months thereafter until the tenth (10th) anniversary of the Initial Payment, at which time a final payment of STAN'S Share, if any then remaining, shall be made.
- (ii) That STAN'S shall have delivered to the VILLAGE no less than thirty (30) days prior to the Initial Payment, and no less than thirty (30) days prior to each subsequent payment, a certificate dated within fifteen (15) days of receipt by the VILLAGE that all representations and warranties contained in Paragraph 5 herein are true and correct. Provided, however, that once the Project has been completed and any aspects of the construction and initial occupancy of the Project requiring VILLAGE approval have received such approval from the VILLAGE as finally completed, the certificate required hereunder shall not be required.
- (iii) That STAN'S has documented prior to each payment under (2) above, to the VILLAGE's reasonably satisfaction, that the aggregate amount that has been expended for Project infrastructure costs outlined in EXHIBIT "B" attached hereto and made a part hereof equals or exceeds the aggregate payments theretofore made (including the then current payment to be made) pursuant to (2) above. Such documentation shall not continue to be required once it has been established such costs expended equals or exceeds the maximum amount of STAN'S Share as provided herein.

(c) The VILLAGE shall provide for payments required under this Paragraph by appropriating therefor in its annual budget ordinance for the fiscal year in which such payment may be due.

(d) Subject to Paragraph 24, in the event that the Project is not open to the public as required hereunder on or before June 1, 2021, or on such other later date as may be agreed upon by and between the VILLAGE and STAN'S, then STAN'S shall be in default hereunder and all obligations on the part of the VILLAGE to make any payments to STAN'S pursuant to this Paragraph shall terminate after expiration of the applicable cure period set forth in Paragraph 21 hereof without cure, and neither the VILLAGE nor STAN'S shall have any further obligations with regard to the Project.

(e) In the event that STAN'S fails to deliver to the VILLAGE any or all of the foregoing certifications within the time periods set forth above, or otherwise violates any term or provision of this Agreement, then in such event, the VILLAGE shall have no obligation to make any payment to STAN'S until such time as any such failure or violation is corrected to the reasonable satisfaction of the VILLAGE (except where this Agreement provides for forfeiture of any such payments), and all rights of STAN'S to demand any current or future payment from the VILLAGE shall be deemed waived until such failure or violation is so corrected, and all other obligations on the part of the VILLAGE arising pursuant to this Agreement shall be deemed suspended and without any further force and effect unless and until such failure or violation is so corrected within the applicable cure period. Upon the cure or correction as aforesaid, any suspended, waived or accrued but unpaid payments under Paragraph 3(b)(i) above shall be paid by the VILLAGE to STAN'S. Where this Agreement provides for forfeiture of any such payments, the VILLAGE may in that event cancel this Agreement immediately and permanently.

Notwithstanding any of the foregoing, or any other provision contained herein, if STAN'S fails in any year to timely pay any or all of the real estate taxes on the Subject Property when they become due, or within the applicable ten (10) day cure period provided in Paragraph 21, the VILLAGE may, at its sole discretion, suspend future incentive payments due hereunder. Upon presentation to the Village satisfactory evidence that such real estate tax obligations have been paid or otherwise satisfied, any suspended or accrued but unpaid payments under Paragraph 3(b)(i) above shall be paid by the VILLAGE to STAN'S. Notwithstanding the foregoing, STAN'S shall have the right to contest in good faith the assessed valuation of the Subject Property and the improvements thereon from time to time without affecting this Agreement.

Additionally, it is understood and agreed by the parties that STAN'S is eligible to participate in the VILLAGE's "Orland Park Commercial Impact Program" as an additional potential economic benefit to STAN'S. The goal of the Orland Park Commercial Impact Program is to encourage new commercial growth and development through the temporary reduction and deferral of permit and impact fees. The entire Project will receive a 25% reduction on permit/impact fees and a 25% reduction on water tap fees. Additionally, payment of permit/impact fees and water tap fees shall be deferred until issuance of the final occupancy certificate.

It is understood and agreed by the parties that, through this Agreement, STAN'S is applying to and participating in the VILLAGE's "Back-Fill Vacant Restaurant Incentive Program" and "Orland Park Commercial Impact Program", and STAN'S may not apply to the VILLAGE for any other economic inducement or incentive payment or rebate programs or payments during the term of this Agreement.

4. **Undertakings on the Part of STAN'S**

(a) Subject to Paragraph 24, STAN'S shall not cause or permit the existence of any violation of VILLAGE ordinances applicable to the initial construction and occupancy of the Project, including but not limited to the VILLAGE's Building Code, Land Development Code, Fire Code, sign regulations, and any and all rules and regulations thereunder. STAN'S agrees to cause the Project to be constructed in full compliance in all material respects with plans (including but not limited to site plans, landscaping, building elevations and exterior building materials) approved by the VILLAGE.

(b) STAN'S shall comply with all of the requirements placed on it set forth in Paragraphs 2 and 3 of this Agreement.

(c) STAN'S (shall execute and provide the VILLAGE with a power of attorney letter, in form and content reasonably acceptable to the VILLAGE and STAN'S, which letter shall be addressed to the Illinois Department of Revenue and shall authorize the Illinois Department of Revenue to release any and all gross revenue and sales tax information on a monthly basis with respect to the operation of the new Stan's Donuts restaurant on the Subject Property to the VILLAGE while this Agreement is in effect. In addition to said letter, STAN'S shall prepare and submit such other or additional form(s) as may be required from time to time by the Illinois Department of Revenue in order to release such information to the VILLAGE. Finally, in the event that the sales tax revenue information is not released by the State due to the failure of STAN'S to execute the necessary authorization and/or release, the VILLAGE shall not be required to make any of the incentive payments provided for in Paragraph 3(b) hereof until such information is provided.

5. Representations and Warranties of STAN'S

(a) STAN'S hereby represents and warrants that the Project requires economic assistance from the VILLAGE in order to commence and complete the Project and, but for the economic assistance to be given by the VILLAGE as heretofore stated, the Project as contemplated would not be economically viable nor would the funds necessary for its completion be made available.

(b) STAN'S hereby represents and warrants that it shall comply with all applicable local zoning and sign ordinances and regulations, all applicable building and fire code regulations and all other applicable VILLAGE codes, ordinances, resolutions and/or regulations, in any event with respect to the initial construction of the new retail store on the Subject Property. STAN'S agrees that the Project, including the site plan, landscaping plan, building elevations and exterior building materials, shall be constructed in full compliance in all material respects with plans approved by the VILLAGE.

(c) STAN'S hereby represents and warrants that it is an Illinois limited liability company in good standing under the laws of the State of Illinois.

(d) STAN'S hereby represents and warrants that it has provided the legal description of the Subject Property set forth in this Agreement and that said legal description is accurate and correct to the best of its knowledge except as may hereafter be lawfully changed by plat of subdivision.

(e) STAN'S hereby represents and warrants that, as of the date of this Agreement, the cost of the Project is anticipated to be not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000).

6. Defaults

The occurrence of any one or more of the following shall constitute a default by STAN'S under this Agreement, subject to the cure provisions set forth in Paragraph 21 hereof, unless otherwise provided herein:

(a) Failure to comply with any term, provision or condition of this Agreement imposed on STAN'S; and the failure to cure such default within the time and manner provided herein.

(b) A representation or warranty made by STAN'S and contained herein that is false, inaccurate or otherwise incorrect, and that is not corrected within thirty (30) days following written notice thereof to STAN'S from the VILLAGE.

(c) STAN'S: (i) becomes insolvent; or (ii) is unable, or admits in writing its inability to pay, its debts as they mature; or (iii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iv) is adjudicated a bankrupt; or (v) files a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) files an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) applies to a court for the appointment of a receiver for any asset; or (viii) has a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of STAN'S and such appointment shall not be discharged within sixty (60) days after his appointment or STAN'S has not bonded against such receivership or appointment; or (ix) a petition described in (v) is filed against STAN'S and remains pending for a period of sixty (60) consecutive days, unless the same has been bonded, and as a result thereof, STAN'S ceases to operate; or (x) files any lawsuit, claim and/or legal, equitable or administrative action affecting the VILLAGE's ability to collect any such sales tax revenue hereunder.

(d) STAN'S relocation of the aforementioned Stan's Donuts restaurant to any place outside the corporate limits of the VILLAGE.

(e) Subject to Paragraph 24, the discontinuation of the Stan's Donuts restaurant on the Subject Property for a period in excess of one (1) year without its replacement by another retail sales business prior to the commencement of the eleventh (11th) year following the opening for business of the aforementioned Stan's Donuts restaurant. If STAN'S violates the provisions of this Subparagraph, this Agreement shall be automatically terminated and the VILLAGE will have no further obligations hereunder, including but not limited to the obligation to make any payments pursuant to Paragraph 3 above.

Upon the occurrence of a default as hereinabove set forth and the expiration without cure of the applicable notice and cure provision, the VILLAGE shall be relieved of any and all of its obligations arising hereunder and such obligations on the part of the VILLAGE shall be immediately canceled, become null and void and be without any force or effect, subject to the notice and cure provisions set forth in Paragraph 21 hereof, unless otherwise provided herein. The sole remedy of the VILLAGE for STAN'S default hereunder shall be to terminate this Agreement, effective as of the expiration without cure of the notice and cure period following the date of such default.

Notwithstanding the foregoing, if the event which gives rise to a default hereunder, independently of this Agreement constitutes a violation of any code, ordinance, regulation or rule of the VILLAGE, the VILLAGE shall have such remedies as may be provided for in such ordinance, regulation or rule, or as permitted at law or in equity.

7. Notices

All notices and requests required pursuant to this Agreement shall be sent via certified mail, return receipt requested, and addressed as follows:

To the VILLAGE:

1. Village President
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

2. Village Clerk
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60477

With a Copy to:

3. E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Avenue - Suite 10
Orland Park, Illinois 60462

To STAN'S:

1. STAN'S DONUTS – ORLAND PARK,
LLC
Attn: _____
3021 Butterfield Road
Oak Brook, Illinois 60523

With a Copy to:

2. _____

or to such other persons or such other addresses as the parties may indicate in writing, by providing at least thirty (30) days written notice to the other, either by personal delivery, by overnight delivery or by certified or registered mail, return receipt requested, with proof of delivery thereof. The parties may hereafter mutually agree to accept service via facsimile, and any such facsimile service shall be deemed had upon receipt and proof of a written facsimile transmission confirmation page. Notice shall be deemed received upon acceptance or rejection, as evidenced by a written delivery receipt in relation thereto.

8. Law Governing

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

9. Assignments

STAN'S shall not assign this Agreement to any person or entity other than an Affiliate or Affiliates without the express written approval and consent by the VILLAGE. For purposes of

this Agreement, an “Affiliate” shall mean any person or entity that is, directly or indirectly, a member or manager of STAN’S or is owned or controlled by, or under common control or ownership with, one or more members or managers of STAN’S and shall include any (i) member of such person’s family, (ii) estate planning trust or entity the trustee, beneficiary or manager of which is any such person or a member of such person’s family and (iii) trust or entity that results from the death or incapacity of any such person or a member of such person’s family.

It is understood that the VILLAGE will have the absolute right and discretion to refuse to consent to an assignment where the prospective assignee has ever been denied any business license, or has ever had a business license terminated, suspended or revoked, or has ever been convicted of a felony.

Notwithstanding any such assignment and/or assumption of responsibility, whether permitted or approved and consented to by the VILLAGE, STAN’S shall remain liable for all of its agreements, covenants and obligations and the performance thereof pursuant to this Agreement.

10. Time

Time is of the essence under this Agreement and all time limits set forth herein are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

11. Binding Effect

This Agreement shall inure to the benefit of, and shall be binding upon the VILLAGE and STAN’S and its approved successors and assigns, subject, however, to the provisions of Paragraphs 9 and 12 hereof, and shall not run with the land.

12. Limitation of Liability

(a) No recourse under or upon any obligation, covenant or condition of this Agreement, or for any claim based thereon or otherwise related thereto, shall be had against the VILLAGE, or

its officers, officials, agents and/or employees, in any amount or in excess of any specific sum agreed by the VILLAGE to be paid to STAN'S hereunder, subject to the terms and conditions set forth herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by, the VILLAGE, or its officers, officials, agents and/or employees, in excess of such amounts and any and all such rights or claims of STAN'S against the VILLAGE, or its officers, officials, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the VILLAGE.

(b) No recourse under or upon any obligation, covenant or condition of this Agreement, or for any claim based thereon or otherwise related thereto, shall be had against the members, managers, officers, officials, agents and/or employees of STAN'S, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by, the members, managers, officers, officials, agents and/or employees of STAN'S and any and all such rights or claims of VILLAGE against the members, managers, officers, officials, agents and/or employees of STAN'S are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by STAN'S.

13. Reimbursement for Legal and Other Fees and Expenses

Except as provided in the grammatical paragraph immediately following this grammatical paragraph, upon demand by the VILLAGE made by and through its President, STAN'S from time to time shall promptly reimburse the VILLAGE for all reasonable out-of-pocket costs and expenses incurred by the VILLAGE in the administration of this Agreement if caused by, or attributable, to the unauthorized actions of STAN'S or any of its members, managers, officers, employees, officials and/or agents.

Such costs and expenses incurred by the VILLAGE in the administration of this Agreement shall be evidenced to STAN'S, upon request, by a sworn statement of the VILLAGE, and such

costs and expenses may be further confirmed by STAN'S at its option from additional documents designated by the VILLAGE from time to time as relevant to determining such costs and expenses.

In the event that any third party or parties institutes any legal proceedings against STAN'S and/or the VILLAGE, which relate to the terms of this Agreement, then, in that event, STAN'S shall indemnify and hold harmless the VILLAGE from any and all such proceedings. Further, STAN'S, upon receiving notice from the VILLAGE of such legal proceedings, shall assume, fully and vigorously, the entire defense of such lawsuit or proceedings and any and all costs and expenses of whatever nature relating thereto; provided, however, that STAN'S may not at any time settle or compromise such proceedings without the VILLAGE's consent and even then only so long as such settlement or compromise does not involve an admission of wrongdoing on the part of the VILLAGE, nor any liability on the part of the VILLAGE, monetary or otherwise.

If the VILLAGE, in its sole discretion, determines that there is, or may probably be, a conflict of interest between the VILLAGE and STAN'S on an issue of material importance to the VILLAGE, or which may reasonably have a potentially substantial adverse effect on the VILLAGE, then the VILLAGE shall have the option of being represented by its own legal counsel. In the event that the VILLAGE exercises such option, then STAN'S shall reimburse the VILLAGE from time to time on written demand from the VILLAGE President and notice of the amount due for any and all reasonable out-of-pocket costs and expenses, including but not limited to court costs, reasonable attorneys' fees, witnesses' fees and/or other litigation expenses incurred by the VILLAGE in connection therewith.

In the event that the VILLAGE or STAN'S institutes legal proceedings against the other for a breach of this Agreement, or any term or condition hereof, and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in any judgment all costs

and expenses of such legal proceedings incurred by the prevailing party, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, incurred in connection therewith. Either party may, in its sole discretion, appeal any judgment rendered in relation thereto.

14. Continuity of Obligations

Except as otherwise specifically provided for in this Agreement, the parties shall at all times during the term of this Agreement remain liable to the other for the faithful performance of all obligations imposed under this Agreement until: (a) the natural expiration of this Agreement's maximum ten (10) year period; (b) until the parties, at their sole option, have otherwise released the other party from any or all of its respective obligations hereunder; or (c) upon a material default by one party which default remains uncured beyond the applicable cure period and/or which is not subject to any cure period.

15. No Waiver or Relinquishment of Right to Enforce Agreement

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other party imposed, shall not constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.

16. VILLAGE Approval or Direction

Where VILLAGE approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the VILLAGE or authorized official of the VILLAGE, unless otherwise expressly provided herein or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met, unless such requirements are inconsistent with this Agreement.

17. Section Headings and Subheadings

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered under or relevant to such heading or not.

18. Authorization to Execute

The members of STAN'S who have executed this Agreement hereby warrant that they have been lawfully authorized by STAN'S to execute this Agreement on behalf of STAN'S. The VILLAGE President and VILLAGE Clerk hereby warrant that they have been lawfully authorized by the VILLAGE Board to execute this Agreement on behalf of the VILLAGE. STAN'S and the VILLAGE shall, upon request, deliver to each other, at the respective time such entities cause their authorized agents to affix their signatures hereto, copies of any and all documents reasonably required to legally evidence the authority to so execute this Agreement on behalf of the respective parties.

19. Amendment

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings by and between the parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those expressly set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

20. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

21. Curing Default

In the event of any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. Except as otherwise provided herein with respect to forfeiture by STAN'S of payments due hereunder, as set forth in Paragraph 3 hereof, the parties reserve the right to cure any violation of this Agreement or default hereunder within thirty (30) days following such written notice of such default. Except as otherwise provided herein with respect to forfeiture by STAN'S of payments due hereunder, if such default is so cured within said thirty (30) day period, all terms and conditions of this Agreement shall remain in full force and effect. If the parties cannot cure a default or violation hereof within said thirty (30) day period, then the other party shall grant a reasonable extension of the cure period, said extension not to exceed ninety (90) days, provided that the party in default or violation is diligently pursuing completion and/or cure and tenders proof of such diligence to the non-defaulting party upon request. The non-defaulting party may, at its sole discretion, grant such additional extensions beyond the aforementioned ninety (90) day extension period as may, in the sole discretion of the non-defaulting party, be reasonably necessary to cure said default. Notwithstanding anything herein to the contrary, the aforesaid time periods shall be extended pursuant to Paragraph 24, if applicable, and the cure period for a violation of Paragraph 3(d) shall be one (1) year.

22. Conflict Between the Text and Exhibits

In the event of a conflict between the text of this Agreement and any Exhibits attached hereto, the text of the Agreement shall control and govern.

23. Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, or in the event such a court shall determine that the VILLAGE does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the VILLAGE from performance under such invalid provision of this Agreement.

24. Force Majeure

In the event that either party hereto is delayed, hindered or prevented in performing any act required hereunder by reason of any act or occurrence beyond its reasonable control and not the fault of such party, including but not limited to labor disputes, material shortages, governmental restrictions or regulations, civil insurrection, war or other such reason, the party so delayed, hindered or prevented shall, if reasonably practicable hereunder, be excused from performance only for the period of such delay, hindrance and/or prevention and shall immediately tender said performance upon the removal and/or reconciliation of said interference.

25. 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.

26. Recording of Agreement

Neither this Agreement nor a memorandum thereof shall be recorded with the Recorder of Deeds of Cook County, Illinois.

27. Village Attorney's Opinion

Within ten (10) days after the date hereof and as a material inducement to STAN'S, the VILLAGE shall cause its legal counsel to issue to STAN'S, for its and its successors' and permitted assigns', its legal opinion that this Agreement has been duly authorized by the

VILLAGE, that the signature on behalf of the VILLAGE have been duly authorized and made and that the Agreement (excluding Paragraph 23) is valid and binding on the VILLAGE in accordance with its terms, excluding insolvency, bankruptcy and similar laws.

28. Execution of Agreement

This Agreement shall be signed last by the VILLAGE, and the President (Mayor) of the VILLAGE shall affix the date on which he signs this Agreement on page 1 hereof, which date shall be the effective date of this Agreement.

IN WITNESS WHEREOF, this Agreement as of the date and year first written above.

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

ATTEST:

By: _____
Village President

By: _____
Village Clerk

Date: _____, 2020

Date: _____, 2020

STAN'S DONUTS – ORLAND PARK, LLC, ATTEST:
an Illinois limited liability company

By: _____
Its Member/Manager

By: _____

Date: _____, 2020

Date: _____, 2020

REQUEST FOR ACTION REPORT

File Number:	2020-0683
Orig. Department:	Development Services Department
File Name:	Debt Modification/Fine Reduction - 18249 Breckenridge Boulevard

BACKGROUND:

Previously, the property at 18249 Breckenridge Boulevard in Orland Park was written a violation notice from the Code Enforcement Division of the Development Services Department. Development Services was notified that this property was vacant, unsecured, the lawn uncut, had no power, and the basement had filled with water causing mold issues in the residence. The Village made multiple efforts to engage the property owner through code enforcement including: sending violation notices, calling the owner, sending letters, and sending citations with mandatory court appearances required. The owner was unresponsive to Village requests to maintain the property. The situation at the property have persisted.

The fines for this case have amounted to \$9,389.93 in out of pocket expenses plus \$25,500 in punitive fines. The Orland Park Village Code, Section 6-2-3 reads as follows, "...If the person so notified shall neglect or refuse to abate the same in accordance with such notice, he shall be chargeable with the expense which may be incurred in the removal thereof, to be collected by suit or otherwise in addition to any fine or penalty which may be imposed by law." Therefore, liens were placed to cover all of the aforementioned expenses which include lawn mowing, securing the property, unpaid water bills, and legal expenses.

Presently, the existing owner and a potential buyer have worked with the Village to facilitate a transfer of ownership to a party that intends to completely rehabilitate the property and resell it as a fully restored single family home. That sale is contingent on the existing owner paying off the \$9,389.93 lien at closing and the buyer has agreed to take the property subject to the \$25,500 punitive damages lien. Legal fees and other Village expenses already incurred and up through the final transfer up until resale of the home (estimated to be an additional \$10,000 to \$15,000) would be paid by the rehabber prior to issuance of the certificate of occupancy and deducted from the punitive damages amount. In order to facilitate this arrangement, the parties have requested that the Village then write-off the balance of the punitive damages lien once the property is fully restored. This arrangement would fully cover the Village's out of pocket costs and facilitate the end of the nuisance property, but requires waiving between \$10,500 and \$15,500 in punitive damages. Patrick Collins of Klein, Thorpe, and Jenkins has been processing this matter for the Village. All parties have represented that but for the proposed partial waiver of Village fines, this transfer of ownership will not take place and the nuisance property will persist.

Ordinance No. 5498 allows for the cancellation and modification of fines or liens assessed by the Village. Per the ordinance, the amount of the original lien is over \$5,000 and any modification must be approved by the Village Board of Trustees.

Staff is recommending that the Village collect the \$9,389.75 at the initial property transfer closing and retain the \$25,500 punitive damages lien until the property is fully rehabilitated. The

rehabber would then pay all legal expenses and Village out of pocket expenses, not previously covered by the \$9,389.93 lien payoff, at resale of the property, with the Village agreeing to waive the balance of the punitive damages lien. Absent this arrangement, the property owner has indicated they will abandon the property, leaving the nuisance to persist. This will leave the Village no alternative except to pursue a court injunction seeking property demolition followed by a foreclosure to obtain control of the property, with these two actions alone estimated to cost more than \$35,000, and take a year or more to accomplish. Staff's recommended route is a faster and more cost effective solution.

BUDGET IMPACT:

While the total penalty amount collected by the Village will be reduced, the proposed structure will ensure full out-of-pocket expensive recovery and facilitate transfer of ownership to a responsible party that will abate the nuisance and return the property to productive use.

REQUESTED ACTION:

I move to approve a debt modification/fine reduction for 18249 Breckenridge Boulevard, Orland Park in accordance with the cost structure outlined herein.

REQUEST FOR ACTION REPORT

File Number:	2020-0678
Orig. Department:	Recreation and Parks Department
File Name:	Winter/Spring 2021 Recreation & Parks Brochure

BACKGROUND:

The Recreation & Parks Department mails out three seasonal brochures each year to all Orland Park resident households. The approximate cost to print each seasonal brochure is \$14,531. The brochure is delivered by the U.S. Postal Service at an estimated cost of \$7,672. The exact printing and postage costs are dependent upon the final number of brochure pages and the total quantity of brochures ordered. There were 28,500 Winter/Spring 2019 brochures printed. Of these 26,313 were delivered to resident households while the remaining 2,187 were distributed around Village facilities.

As the uncertainty of the pandemic continues, staff is proposing to offer the Winter/Spring brochure in a digital format only. Doing so allows for updates to the brochure to be made on an ongoing basis ensuring the information within the brochure is accurate and working within the most current COVID-19 guidelines.

The Winter/Spring brochure will go online November 25, 2020. Residents will be made aware of the new brochure by including a promotional insert in all resident water bills in the mid-October and mid-November mailings for an estimated cost of \$1,600. Additionally, the online date will be promoted on the Village's website and through Village social media accounts.

BUDGET IMPACT:

Publishing the Winter/Spring brochure in a digital format only will save approximately \$20,603.

REQUESTED ACTION:

I move to approve to publish the Recreation & Parks Winter/Spring brochure in a digital format only, notifying residents of the brochures' online date through the mid-October and mid-November water bill cycles.

REQUEST FOR ACTION REPORT

File Number:	2020-0680
Orig. Department:	Village Manager
File Name:	Conservation@Home Program - Chicago Region Trees Initiative

BACKGROUND:

The Village has been contacted by the Cook County Forest Preserve regarding the Conservation@Home program and their effort with the Chicago Region Trees Initiative. Conservation@Home offers free on-site appointments with property owners who wish to pursue native plantings and raingardens as a part of their home landscaping; a program they have offered since 2016.

Chicago Region Tree Initiative reached out to Conservation@Home requesting that they partner to add a focus on planting and preservation of the region's oak trees, primarily because more than 70% of the region's native oak trees are on privately owned property. Chicago Region Tree Initiative is presently focused in and around Orland Park because the bulk of the public land containing the remaining 30% of the regional oak stock, as well as their current preservation efforts, are focused in the Palos Preserves. This initiative, and the two groups supporting it, have also obtained the backing of the Morton Arboretum, the Cook County Forest Preserve District, University of Illinois Extension, and the USDA Forest Service.

Conservation@Home is requesting to include the Village logo and Mayor Pekau's signature on the attached letter as a way to let homeowners know that the Village is aware of, and supports, the effort. A draft of this letter is attached to this agenda item.

BUDGET IMPACT:

Conservation@Home and the Chicago Region Tree Initiative will bear 100% of the time and cost associated with this effort.

REQUESTED ACTION:

I move to authorize supporting Conservation@Home and the Chicago Region Trees Initiative by authorizing the attached letter be distributed to property owners within the Village of Orland Park.



<Date>

Name

Address

Dear <name>.

The Forest Preserves of Cook County, U.S. Forest Service, University of Illinois Extension, and the Chicago Region Trees Initiative are writing to invite you to participate in an important project. Your community has been identified as one of the most ecologically important areas of Cook County and selected as the focus of a 2020 nonprofit project. Through this project, you and your neighbors can benefit from a unique opportunity: we invite you to enjoy a one-hour native plant-focused landscape consultation with a non-profit landscape design professional. During your appointment, we'll listen to your needs, walk your property with you, and provide practical advice so you can maximize the use of your time and dollars as you care for your property. ***This service is provided at no charge!***

Depending on your needs, you will learn about:

- Conservation friendly actions that can protect and improve your property values
- Ways to address mosquitoes, poison ivy, standing water, and dying trees
- Invasive species – and cost-effective control methods
- Ecological treasures and ways to protect them

This consultation service is provided through the Conservation@Home program for eco-friendly landscaping and land stewardship, locally administered by University of Illinois Extension and the Forest Preserves of Cook County. The goal is to help people who wish to improve their property values and retain landscape aesthetics while supporting songbirds, butterflies, clean water, and healthy communities. If your property meets our criteria, you'll receive a Conservation@Home certification and a plaque for your yard.

This opportunity is funded by the Chicago Region Trees Initiative based out of The Morton Arboretum, Forest Preserves of Cook County, University of Illinois Extension, and the USDA Forest Service. As a thank-you gift for your appointment, we will include a reusable bag with helpful resources about environmentally-friendly landscaping. To schedule your appointment, simply fill out the online form [*registration link*](#) or contact Trinity Pierce at tpierce@mortonarb.org, (630) 725 -2116. We welcome your questions and comments. Thank you!

Warm wishes for a magnificent fall,

Mayor Keith Pekau
Village of Orland Park

Trinity Pierce
Chicago Region Trees Initiative

