



Next ORD No. 4367
Next RESO No. 23107

VILLAGE OF VILLA PARK
Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181

Village Board of Trustees

November 13, 2023

7:00 PM

Village President Nick Cuzzone
Village Clerk Hosanna Korynecky

Village Trustees Cari Alfano, Jorge Cordova, Jack Corkery, Jack Kozar, Deepa Kumar, Kevin Patrick

Public participation is invited on each agenda item prior to the Board's deliberation. **When called upon, please approach the microphone and state your name and the address where you live. Kindly limit your remarks to three (3) minutes.**

- 1. Call to Order - Roll Call**
- 2. Pledge of Allegiance**
- 3. Amendments to the Agenda**
- 4. Public Comments on Agenda Items**
- 5. Public Comments on Non-Agenda Items**
- 6. Proclamations and Presentations**
 - a. Community F.U.N, Commission Halloween Decoration Awards Presentation
- 7. Consent Agenda**
 - a. Approval of the Minutes from the Village Board Regular Meeting held October 23, 2023 and the Minutes from Coffee with the Board Meeting held November 4, 2023.
 - b. Bill Listing from the Weeks of October 23, October 30 and November 6, 2023 in a Total Amount of \$2,659,765.95.
 - c. Approving a Resolution authorizing the Village Manager to execute a Memorandum of Understanding Between the Village of Villa Park and the Illinois Fraternal Order of Police Labor Council (Patrol Officers) Extending President's Day Holiday for Employees Covered Under Collective Bargaining Agreement for Calendar Years 2024 and 2025.

Staff recommends approval of the Resolution authorizing the Village Manager to execute a Memorandum of Understanding that adds the President's Day Holiday for each year through the end of the current Collective Bargaining Agreement (CBA) that expires April 30, 2025.

- d. Approving a Resolution authorizing the Village Manager to execute a Memorandum of Understanding Between the Village of Villa Park and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local 964 Extending President's Day Holiday for Employees Covered Under Collective Bargaining Agreement for Calendar Years 2024, 2025, and 2026.
- e. Approving a Resolution authorizing the Village Manager to execute a Memorandum of Understanding Between the Village of Villa Park and the Illinois Fraternal Order of Police Labor Council (Sergeants) Extending President's Day Holiday for Employees Covered Under Collective Bargaining Agreement for Calendar Years 2024 and 2025.

8. First Reading on Ordinances To Be Codified

- a. An Ordinance Amending Section 3-313(A) Of The Municipal Code of the Village Of Villa Park In Order To Decrease By One The Maximum Number Of Licenses Permitted Under the Class AAA Liquor License Classification and Increase by One the Maximum Number of Liquor Licenses Under the Class AA Liquor License Classification

The business at 339 E. Kenilworth, DeVine Wine Barr, currently holds a Class AAA liquor license which allows sale of beer and wine only. The owner has requested to change to a Class AA license for the sale of alcoholic liquors for consumption on premise and the sale of any alcoholic liquors at retail in original packages for consumption off premise. There are currently no available Class AA liquor license, so the Board would need to approve the attached ordinance increasing the number of available licenses under Class AA. Staff recommends approval of this ordinance. Because this is a change in the Municipal Code, the Ordinance would require two readings unless waived by a vote of the Board.

9. Ordinances

- a. Ordinance Establishing the underlying Zoning District for PZ-23-11 / 1 Ovaltine Court / Zoning Map Amendment from the PUD-R to the MX-T.

The Petitioner is requesting a Zoning Map Amendment from Planned Unit Development - Residential (PUD-R) to Mixed Transitional District (MX-T). The purpose of this request is to correct a previous error in the zoning approval of the Subject Property.

- b. Ordinance Establishing the underlying Zoning District for PZ-23-12 / 1500 S. Ardmore Avenue / Zoning Map Amendment from the PUD-R and O-R to the RM-9.

The Petitioner is requesting a Zoning Map Amendment from Planned Unit Development - Residential (PUD-R) and Office-Research (O-R) to Residential Multi-Unit District - 9,000 sq. ft. (RM-9). The purpose of this request is to correct a previous error in the zoning approval of the Subject Property.

- c. Ordinance Establishing the underlying Zoning District for PZ-23-13 / 1535-1545 S. Ardmore Avenue / Zoning Map Amendment from the PUD-R to the RM-9.

The Petitioner is requesting a Zoning Map Amendment from Planned Unit Development - Residential (PUD-R) to Residential Multi-Unit District - 9,000 sq. ft. (RM-9). The purpose of this request is to correct a previous error in the zoning approval of the Subject Property.

- d. Ordinance Establishing the underlying Zoning District for PZ-23-14 / 50 E. North Avenue / Zoning Map Amendment from the PUD-C to the C-3.

The Petitioner is requesting a Zoning Map Amendment from Planned Unit Development - Commercial (PUD-C) to Commercial Service Business District (C-3). The purpose of this request is to correct a previous error in the zoning approval of the Subject Property.

- e. Ordinance Establishing the underlying Zoning District for PZ-23-15 / 206-306 W. North Avenue / Zoning Map Amendment from the PUD-C to the C-3.

The Petitioner is requesting a Zoning Map Amendment from Planned Unit Development - Commercial (PUD-C) to Commercial Service Business District (C-3). The purpose of this request is to correct a previous error in the zoning approval of the Subject Property.

- f. Ordinance Establishing the underlying Zoning District for PZ-23-16 / 712-724 N. Villa Avenue / 346 E. Hill Street / 345 E. Schiller Street / Zoning Map Amendment from the PUD-R to the RM-9.

The Petitioner is requesting a Zoning Map Amendment from Planned Unit Development - Residential (PUD-R) to Residential Multi-Unit District -9,000 sq. ft. (RM-9). The purpose of this request is to correct a previous error in the zoning approval of the Subject Property.

- g. Ordinance Establishing the underlying Zoning District for PZ-23-17 / 851 N. Villa Avenue / Zoning Map Amendment from the PUD-C to the O-R.

The Petitioner is requesting a Zoning Map Amendment from Planned Unit Development - Commercial (PUD-C) to Office-Research (O-R). The purpose of this request is to correct a previous error in the zoning approval of the Subject Property.

- h. Ordinance Establishing the underlying Zoning District for PZ-23-18 / 880 N. Addison Road / Zoning Map Amendment from the PUD-I to the M-1.

The Petitioner is requesting a Zoning Map Amendment from Planned Unit Development – Industrial (PUD-I) to Light Industrial District (M-1). The purpose of this request is to correct a previous error in the zoning approval of the Subject Property.

- i. Ordinance Establishing the underlying Zoning District for PZ-23-19 / 900 S. Illinois Route 83 / Zoning Map Amendment from the PUD-C to the C-3.

The Petitioner is requesting a Zoning Map Amendment from Planned Unit Development – Commercial (PUD-C) to Commercial Service Business District (C-3). The purpose of this request is to correct a previous error in the zoning approval of the Subject Property.

- j. An Ordinance Approving a Water Purchase and Sale Contract with DuPage Water Commission and Contract Customers

The proposed ordinance would authorize the Village President to extend the contract with the DuPage Water Commission and Contract Customers to purchase potable water for the Village of Villa Park. The original contract is set to expire on February

24, 2024, and a new contract is needed to continue the purchase of water. Staff recommends passage of this ordinance.

- k. Ordinance Providing for the Issuance of General Obligation Limited Tax Bonds, Series 2023 of the Village, and for the Levy of a Direct Annual Tax to Pay the Principal and Interest on Such Bonds

Annually, the Village sells bonds for the purpose of providing funds to pay debt service on the Village's General Obligation Refund Bonds (Alternative Revenue Source), Series 2017 and General Obligation Bonds (Alternative Revenue Source), Series 2022A. These alternate revenue bonds are to be funded by Rollover Bonds, issued each fall, which are paid back using our non-home rule debt service extension base (DSEB). The DSEB capacity provides some additional funding for capital purchases, such as vehicles and building improvements. The Rollover Bonds were competitively bid on November 9, a favorable rate was received for a total aggregate principal amount of \$726,500. Staff recommends approval of this ordinance.

10. Resolutions

- a. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Civiltech Engineering, Inc., of Itasca, Illinois, for Phase II Design Engineering of the Villa Avenue Improvement Project in an Amount Not to Exceed \$499,661.83.

The following Resolution would authorize the Village President to enter into an engineering services agreement with Civiltech Engineering, Inc., of Itasca, Illinois, for Phase II design engineering of the Villa Avenue Improvement Project in an amount not to exceed \$499,661.83. The Villa Ave Improvement Project proposes a pavement rehabilitation of Villa Ave from Wildwood to IL 63 (North Ave) with the addition of a shared-use path. Funding is planned out of Fund 60.502.10.292. Staff recommends approval of the Resolution.

- b. Resolution of the Village of Villa Park, DuPage County, Illinois Estimating the Tax Levy for 2023 in Compliance with the Truth in Taxation Law

The tax levy process begins with the estimating resolution and the final levy ordinance will be considered for adoption in December. The Village is tax capped, so the majority of the levy can increase by the lesser of the Consumer Price Index or 5%. This resolution estimates an overall increase to the Village and Library tax levies of 5% after all abatements. The final levy amounts may be lowered by DuPage County in accordance with tax cap laws. The proposed resolution would cause a slight decrease in the overall Village and Library tax **rate** for the coming year. Staff recommends approval of the Resolution.

- c. Resolution Authorizing a Contract for Customer Services Management Software with GOGov

The Village investigated several citizen request management (CRM) software options and chose GoGov as the best overall value. Since this is a professional service, formal bidding requirements do not apply. Village staff is recommending approval of the resolution directing the Village Manager to enter into an agreement with GoGov, Inc. for a subscription for the first year and ArcGIS integration, in the amount of \$11,560.

- d. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 1 to the Contract with R.W. Dunteman Company of Addison, Illinois, for Construction of the Michigan and Vermont Improvement Project for a Net Deduction in the Amount of \$178,027.08.

The Village has a contract with R.W. Dunteman Company, of Addison, Illinois, in the amount of \$1,496,030.00 for the construction of the Michigan and Vermont Improvement Project. Proposed final Change Order Number 1 consists of the final balancing of contract quantities as measured in the field. The net amount of the proposed final Change Order Number 1 is a deduction in the amount of \$178,027.08, for an adjusted contract amount of \$1,318,002.92. Staff recommends approval of this change order.

- e. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 2 to the Contract with Benchmark Construction Co., Inc., of Bartlett, Illinois, for Construction of the Washington Sewer Separation Project – Phase I, aka the Monterey Avenue Improvement Project (Washington to Park), for a Net Deduction in the Amount of \$692,391.56

The village has a contract with Benchmark Construction Co., Inc., of Bartlett, Illinois, in the amount of \$5,034,324.79 for the construction of the Washington Sewer Separation Project - Phase I, aka the Monterey Avenue Improvement Project (Washington to Park). Proposed final Change Order Number 2 consists of the final balancing of contract quantities as measured in the field. The net amount of proposed final Change Order Number 2 is a deduction in the amount of \$692,391.56, for an adjusted final contract amount of \$4,341,933.23. Staff recommends approval of this change order.

- f. A Resolution Approving An Extension Of The Water Supply Contract Between The Dupage Water Commission And The City Of Chicago

To approve the resolution for the DuPage Water Commission to extend the contract with the City of Chicago for the supply of potable water for a period of not less than 15 years and not more than 20 years. This extension will allow the DuPage Water Commission the necessary time to evaluate alternative options for a new water contract with the City.

11. Unfinished Business

12. New Business

- a. Discussion of Forgiving Debt of Sugar Creek Golf Course to the Village

Staff is seeking direction from the Board of Trustees on how to proceed regarding adoption of the FY 2024 Budget for the Sugar Creek Golf Course (SCGC). In order to allow SCGC to address capital budget issues they are seeking relief from the requirement that any revenues above expenses be shared with the Village of Villa Park and Elmhurst. No action is necessary by the Board unless there is an objection to forgiving the payment of excess revenues in 2024.

13. Appointment to Commission

14. Village Clerk's Report

15. Village Trustees' Report

16. Village President's Report

17. Village Manager's Report

18. Executive Session

- a. Pursuant to 5ILCS 120/2:
(c)(11) regarding litigation, when action against, affecting or on behalf of the Village has been filed and is pending before a court or when the Village finds that an action is probable or imminent.

19. Adjournment

The Villa Park Village Hall is subject to the requirements of the Americans with Disabilities Act of 1990. An elevator is operational at the north side entrance to the Village Hall during normal work hours and also during evenings. Individuals with special needs are requested to contact the Village's Compliance Officer at (630) 834-8500 so that reasonable accommodations can be made for those persons.

25 homes were
nominated by the
community via our
facebook page.





Congrats to the
Labuz Family for
creating the
most
Boooootiful home
we saw this
year!!



Congrats to the
Zavala family for
creating the
scariest
home we saw this
year!!

The F.U.N. commission would like to
everyone who participated and nomin
Their favorites. We can't wait to s
come up with next year.

VILLAGE OF VILLA PARK
Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181

Village Board of Trustees

October 23, 2023

7:00 PM

Village President Nick Cuzzone
Village Clerk Hosanna Korynecky
Village Trustees Cari Alfano, Jorge Cordova, Jack Corkery, Jack Kozar, Deepa Kumar, Kevin Patrick

**MINUTES OF THE FORMAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD
OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON
OCTOBER 23, 2023**

1. Call to Order – Roll Call.

President Cuzzone called the meeting to order and Clerk Korynecky called the roll.
Trustee Kumar arrived at 7:32 p.m.

2. Pledge of Allegiance.

President Cuzzone led the Pledge of Allegiance and said the prayer.

3. Public Comments on Agenda Items.

Resident Jennifer Gurchowski referred to Item 13.b. and spoke about the cost of repair for their new sewer and the reimbursement amount from the Village.

4. Amendments to the Agenda.

Motion to place Item 12 after Item 4 was made by Trustee Cordova and seconded by Trustee Kozar. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Kozar, Corkery, Alfano, Patrick, Cordova and President Cuzzone. There were no nays. Motion carried.
President Cuzzone asked that Item 13.c. be tabled to no date certain because additional information still required.

12. Public Comments on Non-Agenda Items.

Resident Kevin Gurchowski asked about the code notification process.
Resident Jennifer Gurchowski spoke about Village response service levels and asked if there was a written process and timeline for responding to residents.

5. Proclamations.

5.a. Proclamation by President Cuzzone Recognizing School Board Members Day on November 15, 2023.

6. Presentation.

6.a. Audit Presentation.

Finance Director Chuck Howard provided an overview of the completed Audit Report that included current operations and, historically, how the Village operates.

7. Consent Agenda.

7.a. Bill Listing from the Weeks of October 9 and October 16, 2023 in a total Amount of \$462,402.10.

7.b. Approval of Minutes from the Committee of the Whole Meeting and the Regular Meeting of the Village Board on October 9, 2023 and the Minutes from the Special Meeting of the Village Board on October 16, 2023.

7.c. Approval of Minutes from Coffee with the Board Meeting on October 7, 2023.

Motion to approve Consent Agenda was made by Trustee Corkery and seconded by Trustee Kozar. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Patrick, Alfano, Corkery, Kozar, Cordova and President Cuzzone. There were no nays. Motion carried.

8. Reappointment to Commission.

9. Ordinances.

9.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Section 2-406 of Municipal Code Order of Business for Meetings.

At the direction of the Board of Trustees, an ordinance has been prepared to amend Section 2-406. This ordinance, if passed, moves comments on non-agenda items toward the beginning of the meeting, adds sections for New Business and Old Business and institutes other changes that have been made informally over the past several years. If the Board agrees with the proposed changes, staff would recommend passage of the ordinance at first or second reading. If the Board wants to amend the ordinance, staff recommends passing the amendments tonight and bringing the ordinance back for final adoption on November 13, 2023.

Motion to waive first reading was made by Trustee Kozar and seconded by Trustee Cordova. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Alfano, Patrick, Cordova, Corkery, Kozar and President Cuzzone. There were no nays. Motion carried.

Motion to approve the ordinance was made by Trustee Corkery and seconded by Trustee Alfano. Attorney Wolf provided additional clarification. Roll call vote tallied six (6) ayes made by Trustees Cordova, Corkery, Kozar, Alfano, Patrick and President Cuzzone. There were no nays. Motion carried.

10. Resolutions.

10.a. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing an Agreement with High Level Promotions of St. Edward, Nebraska, to Secure Sponsorships/Naming Rights for Various Areas Within the Village's Recreation Center.

Staff has been investigating additional revenue streams for the Recreation Center to help offset building and/or operation costs. High Level Promotions specializes in securing sponsors in a variety of sports, entertainment and recreation facilities. The proposed agreement would allow High Level Promotions to solicit interest from potential sponsors and bring back to the Village proposed naming right packages for approval. In the agreement as proposed, the Village would receive 70% of the proceeds garnered from sponsorships and High Level Promotions would receive 30% of the gross sponsorships secured. The resolution, as drafted, grants the Village Manager the authority to negotiate improvements in the agreement. Staff recommends approval of the resolution.

Motion to approve the resolution was made by Trustee Corkery and seconded by Trustee Cordova.

President Cuzzone provided some clarification. Roll call vote tallied seven (7) ayes made by Trustees Patrick, Alfano, Cordova, Corkery, Kozar, Kumar and President Cuzzone. There were no nays. Motion carried.

10.b. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Execution of An Agreement Between the Village of Villa Park and CP² Consulting, Inc. of Geneva, Illinois, for Professional Consulting Services for the Villa Park Strategic Plan in An Amount of \$32,500.00.

The Village issued a Request for Proposal in July and four (4) proposals were received. CP² (CP2 LLC) submitted the best proposal and staff recommends accepting their proposal and authorizing the Village Manager to enter into an agreement with CP2 LLC for consulting services to update the Strategic Plan for the Village of Villa Park in the amount of \$32,500.00.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Kumar. CP2 LLC President Cory Poris Plasch said she was looking forward to working with the Village. Roll call vote tallied seven (7) ayes made by Trustees Cordova, Corkery, Patrick, Alfano, Kozar, Kumar and President Cuzzone. There were no nays. Motion carried.

10.c. A Resolution of the Village of Villa Park, DuPage County, Illinois, to Approve the Purchase of One (1) 2023 GMC Acadia Police Vehicle Through the Haggerty Auto Group Located in Villa Park, Illinois, in the Total Amount of \$37,977.83.

Staff recommends approval for the purchase of one (1) 2022 GMC Acadia police vehicle to replace an aging detective car. Funds are available from the sale of the 2018 Dodge Charger Hellcat. The total purchase cost will be paid in the amount of \$37,977.83 from the DUI Technology Capital Fund 19.520.01.401. This vehicle will require additional police equipment (lights, sirens, etc.) to be purchased later. Some equipment will be transferred from the surplus retired police vehicles.

Motion to approve the resolution was made by Trustee Alfano and seconded by Trustee Kozar. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Kumar, Cordova, Patrick, Alfano, Kozar and President Cuzzone and one (1) nay by Trustee Corkery. Motion carried.

10.d. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Village's 2024 Employee Health Insurance Program.

Agreements with the Village's medical, dental, vision and life insurance plan providers expire December 31, 2023. Staff recommends the Village continue its agreement with Blue Cross Blue Shield of Illinois (BCBSIL) for employee and retiree health insurance effective January 1, 2024, with an overall 1.19 percent increase to premiums. BCBSIL offered a 1.5 percent bundled discount for including coverage for dental, life insurance, voluntary life, short term disability and critical illness plus a \$30,000 wellness credit. With this discount, staff is recommending moving the above ancillary lines with BCBSIL. Vision will be moved to EyeMed. Employee wellness and employee assistance programs will remain with their current providers. The overall estimated increase across all lines of coverage is 4.16 percent. Staff recommends approval of the 2024 benefit package.

Motion to approve the resolution was made by Trustee Corkery and seconded by Trustee Alfano. AVM McVey provided additional information and responded to questions from the board. Roll call vote tallied seven (7) ayes made by Trustees Kozar, Cordova, Alfano, Kumar, Patrick, Corkery and President Cuzzone. There were no nays. Motion carried.

10.e. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Agreement with Villa Park Youth Baseball.

Although the youth baseball season is complete and the Village has received payment from Villa Park Youth Baseball Association (VPYBA) in the amount of \$15,000 as agreed to in principle at the beginning of the year, it is desirable for the Village's records to have an agreement on file to explain the payment for the auditors. VPYBA declined to enter into the three-party agreement with School District 45 (D45) and so this agreement is essentially the same agreement that the Village and VPYBA have entered into every year for over a decade. Staff recommends approval of the agreement.

Motion to approve the resolution was made by Trustee Corkery and seconded by Trustee Kumar. Some discussion ensued on the agreement. Manager Harline provided more details. Parks and Recreation Director Gola provided additional information and responded to questions from the Board. Roll call vote tallied seven (7) ayes made by Trustees Alfano, Patrick, Cordova, Kumar, Kozar, Corkery and President Cuzzone. There were no nays. Motion carried.

10.f. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Execution of a Lease Termination and Mutual Release Agreement By and Between Debra Szandrok and Eclipse Dog Grooming and the Village of Villa Park for the Property Commonly Known as 110 S. Villa Avenue, Villa Park, Illinois. At the direction of the Board by consensus, staff has prepared an agreement to buy-out and terminate the existing lease with Eclipse Dog Grooming at 110 S. Villa Avenue. Staff recommends passage of the resolution approving the agreement.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Corkery. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Kumar, Cordova, Corkery, Alfano, Patrick, Kozar and President Cuzzone. There were no nays. Motion carried.

11. Old Business.

12. Public Comments on Non-Agenda Items.

13. New Business.

13.a. Practices and Procedures for the Video Production Commission.

A draft set of policies and procedures is presented to the Board of Trustees for discussion and direction to staff. Staff recommends a consensus vote to suggest edits and to send the draft back to the Video Production Commission for comment and a recommendation to the Board of Trustees for final adoption of new policies and procedures for the Commission.

Discussion ensued on public access, education and governmental programming. Attorney Wolf provided some clarification. The Board agreed that staff should attend commission meetings to further better communication with the commission.

13.b. Discussion Regarding a Sewer Rehabilitation Program.

Staff has prepared drafts of two specific policy recommendations. The first is to update and enhance the Sewer Rehabilitation Program by increasing the reimbursement amount, eliminating the “once in a lifetime” clause and other edits. The second is to add a second independent program to encourage upgrading old properties to the modern building code with an “overhead” system from one that runs under the foundation of the house. Staff recommends a draft resolution to enact the proposed updates after the Board’s discussion and any further direction.

Public Works Director Guerra gave a PowerPoint presentation explaining the policy recommendations for the current sewer rehabilitation program along with comparisons to other communities. He also responded to questions from the Board. Attorney Wolf provided some clarification. Consensus of the Board was to waive the permit fee. Consensus of the Board was to change the life time dollar limit amount to the owner of the property and not placed on the property.

13.c. Discussion Regarding Loan and Approving Budget for Sugar Creek Golf Course.

Staff will present for discussion the request from the Sugar Creek Golf Course (SCGC) to forgive the amount of money invested by the Village of Villa Park in the golf course. The SCGC management team would like to use the funds that would go to the Village to pay own that debt to go toward deferred maintenance issues instead. SCGC has a prioritized list of capital needs. Director Greg Gola serves as the Village representative on the SCGC Board. If the Board would like to proceed toward debt forgiveness, SCGC can finalize their budget and bring it to the Board for approval.

13.d. Discussion About a Liquor License Upgrade.

President Cuzzone is seeking input on one or two potential liquor license applications. He said Debbie DeMito, owner of DD Devine, is requesting to change her liquor license from beer and wine only to a full liquor package. Debbie DeMito provided additional information on her request and responded to questions from the Board. Consensus of the Board was to approve the request for a full liquor package license.

14. Village Commission Reports.

14.a. Community F.U.N. Commission

Acceptance of Minutes from the August 22, 2023 Meeting.

14.b. Environmental Concerns Commission’s Bike, Pedestrian and Transit Subcommittee

Acceptance of Minutes from the August 24, 2023 Meeting.

14.c. Environmental Concern Commission

Acceptance of Minutes from the August 24, 2023 Meeting and the Special Comprehensive Plan Meeting on September 16, 2023.

14.d. Parks and Recreation Advisory Commission

Acceptance of Minutes from the September 12, 2023 Meeting.

14.e. Planning and Zoning Commission

Acceptance of the Planning and Zoning Chairperson’s Report Dated October 12, 2023.

15. Village Clerk’s Report.

Clerk Korynecky had no report or recommendations.

16. Village Trustees’ Report.

Trustee Patrick referred to his ride along with the Village Building Inspector. He commented on the Villa Park Flag Football season and his coaching experience. He also referred to the Halloween hours and wished everyone a safe and happy holiday.

Trustee Cordova had no report or recommendations.

Trustee Kozar commended Police Officer Hruby on his handling of a recent incident. He also said the Boy Scouts are doing their annual pumpkin sales.

Trustee Alfano said the recent Halloween Happenings was a good event. She announced the Villa Avenue Trick-or-Treat on October 28 from 1 to 3 p.m. followed by costume judging at Cortesi Park. She also commented on the Halloween hours.

Trustee Kumar commented on the neighborhood Halloween decorations. She also spoke about Halloween safety measures.

Trustee Corkery wished everyone a safe and happy Halloween.

17. Village President's Report.

President Cuzzone said free leaf pick-up began today and ends on December 8. He announced a groundbreaking ceremony at Lufkin Park on October 26 at 5:30 p.m. He said the Union Pacific railroad crossing at Addison Road will be closed for repairs until October 25. He announced the Junior Women's Club 5K Run on October 28 beginning at 9 a.m. He wished everyone a safe and happy Halloween.

18. Village Manager's Report.

Manager Harline thanked staff and the department heads for all the material they prepared for the recent budget meeting on October 16.

19. Executive Session.**20. Adjournment.**

Motion to adjourn was made by Trustee Cordova and seconded by Trustee Kumar. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 9:23 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting Scheduled on November 13, 2023.

MINUTES
Coffee with the Board

VILLAGE OF VILLA PARK
Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181

November 4, 2023

9:00a.m.

Village Board Present: President N. Cuzzone, Trustee C. Alfano, Trustee J. Kozar (arrived after start, left early for senior event)

Attendees: Al Bulthuis, Reed Goodrich, Christine Murphy, John S., Donna Noxon, Rolf Lukant, Cheryl Tucker

Executive Assistant to Village Manager, Cheryl Wagner present.

Meeting called to order at 9:00 A.M. President Cuzzone opened the floor.

Discussion Items:

President Cuzzone followed up on items from October's Coffee with the Board:

1. ***Stop sign ahead*** sign will be placed ahead of Vermont & Ellsworth intersection as requested at last meeting.
2. Looking into a possible webinar on navigating Village website (Villa Park Library)
3. Village website update cost nothing, it was part of service.
4. The Village received no money from MC² for electric aggregation program.
5. Will look into charging stations for EV cars at Metra lot.
6. The Village staff is currently collecting food donations for local food pantries.

Trustee Kozar passed out flyers for a senior health fair sponsored by State Representative Diane Blair-Sherlock starting at 10am–today.

Al B. inquired about revenue from cannabis establishments, percentages and where they go.

President Cuzzone advised he would get the information.

Donna N. suggested Chuck Howard receive a special recognition for his generosity by matching the Village employees' donations to the Elmhurst Cancer Center.

Many attendees said they were pleased with the 2024 Budget presentations, especially Finance Director Chuck Howard's presentation. The attendees agreed Chuck is doing a really great job.

Rolf L. inquired about the previous Village attorney being re-hired. President Cuzzone advised it was the firm that was hired, not the previous attorney. Rolf inquired who is responsible for hiring and firing. Attendees discussed as a group the distance and cost of travel, and when and why the Ottosen firm was hired.

Rolf L. brought up communication issues with Community and Economic Development. He mentioned that calls and emails are not answered or returned or untimely. He then discussed the department's involvement with TIFs, the number of TIFs. He also said that he would like to know who to call for what, and who is responsible various departments.

Rolf commented about George Benes and his business.

Trustee Kozar advised that Trustee Patrick has requested job descriptions.

Donna N. inquired about Eco Terra site. She stated there is still brush and trash on site. Group discussion about fines, court and eminent domain possibilities.

President Cuzzone advised we are fining them, and down the road more actions may follow.

Rolf advised eminent domain matters take 5 years to litigate.

An attendee inquired about the old AK Mulch property. President Cuzzone advised we are working on an RDA now.

TIFs were brought up by Rolf, Al B. and Reed G., discussions spread to the Harley Davidson dealership, tax incentives and taxing body letters.

President Cuzzone advised some things are in discussion with the Harley Davidson dealership, but must come to Board.

Al B. suggested the North Avenue TIF be dissolved and said the townhomes along North Avenue have a lot of issues.

Cheryl Tucker inquired about the St. Charles TIF going to the North Avenue TIF. Another attendee suggested the St. Charles area will not be re-developed. An attendee inquired if the plans for the proposed development (senior housing and memory care facility) can be changed to smaller plan. President Cuzzone advised the original plan was changed to a smaller development because the Village was not going to give up parking. An attendee inquired the possibility of development and sale of the train station and if Metra was selling all their stations. President Cuzzone advised Metra [editor's note: UPRR] still owns the train station. Attendees discussed the parking lot situation and concerns. President Cuzzone advised the lot will be part of the RDA. Discussion about neighboring towns/city stations and parking came up. A comment was made about Elmhurst and their Metra station (they own it). Donna N. expressed her dislike of parking in Elmhurst as it is crowded; another suggested the many apartment style buildings created a shortage of parking.

Donna discussed Motel 6 and how disliked it is; it's a constant strain on police. Attendees discussed recent incidents.

Cheryl Tucker inquired about Sugar Creek Golf Course money and why Elmhurst has all the control. President Cuzzone advised the matter will be on the next agenda.

Rolf asked Cheryl Tucker how much has been spent on engineering costs for Rec Center? President Cuzzone was asked that same question and said he would check on it.

Youth baseball was the next topic. President Cuzzone advised it was on the last agenda, but briefly described the history and agreement now in place.

Donna brought up Lufkin Park and the beginning of work on playground area, etc. Rolf suggested DuPage County is planning to change the plan.

No other attendees wished to speak.

Meeting adjourned 9:53am.

Respectfully submitted,
President Cuzzone



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on November 13, 2023

Covering weekly check runs dated for:

October 23, 2023/CY23 \$578,825.23

1 of 1

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "WF1023","1016 INT"

Invoice Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
01.110050 UTILITY CASH CLEARING							
13847	707 N ADDISON LLC	10-08370-01R1	0	REFUND OF OVERPAYMENT	179.58	.00	
13850	SUSAN ST ONGE	REISSUE 11-09820-	0	FIN CREDIT BAL; 130 N ADDISON RD.	6.23	.00	
Total 01.110050 UTILITY CASH CLEARING:					185.81	.00	
Total :					185.81	.00	
Total CASH ALLOCATIONS FUND:					185.81	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.210508 ESCROW: P. W. PROJECTS							
13619	FIRST ALERT DEVELOPMENT	REISSUE 08032022	0	BOND REFUND; PRUU202200223	1,200.00 ✓	1,200.00	10/16/2023
Total 10.210508 ESCROW: P. W. PROJECTS:					1,200.00	1,200.00	
10.231145 P&Z DEPOSIT: MISCELLANEOUS							
13618	DOERING REPORTING INC	2521	0	PZ-23-09 MINUTES	797.00 ✓	.00	
Total 10.231145 P&Z DEPOSIT: MISCELLANEOUS:					797.00	.00	
Total :					1,997.00	1,200.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.212 LEGAL SERVICES-POLICE							
13618	DOERING REPORTING INC	2526	0	TRANSCRIPT ROLF LAUKANT	426.00 ✓	.00	
Total 10.511.00.212 LEGAL SERVICES-POLICE:					426.00	.00	
10.511.00.655 PLANNING & ZONING COMMISSION							
13618	DOERING REPORTING INC	2521	0	GENERAL & DISCUSSION MINUTES	407.00 ✓	.00	
5654	PADDOCK PUBLICATIONS	267519	0	PUD PUBLIC NOTICES	2,208.00 ✓	.00	
Total 10.511.00.655 PLANNING & ZONING COMMISSION:					2,615.00	.00	
10.511.00.671 PARKS & REC ADVISORY COMMISSION							
13607	CLARK, YOLANDA	092023	0	PRAC MTG SECRETARIAL SVC FEB 2023-SEP 202	600.00 ✓	.00	
Total 10.511.00.671 PARKS & REC ADVISORY COMMISSION:					600.00	.00	
Total PUBLIC AFFAIRS:					3,641.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.299 OTHER CONTRACTUAL SERVICES							
12029	GOVTEMPSUSA LLC	4266129	0	CONTRACTED FINANCE DIRECTOR; 9/24 & 10/1/2	8,176.00	.00	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:					8,176.00	.00	
Total FINANCE:					8,176.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.292 ENGINEERING SERVICES							
13816	HOUSEAL LAVIGNE ASSOCIATES	6600	0	COMP PLAN CONSULTING SERVICES	4,242.50 ✓	.00	
Total 10.514.00.292 ENGINEERING SERVICES:					4,242.50	.00	
10.514.00.299 OTHER CONTRACTUAL SERVICES							
192	DUPAGE COUNTY RECORDER	40526220	0	PLAT OF SUBDIVISION	81.00 ✓	.00	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					81.00	.00	
Total COMMUNITY DEVELOPMENT:					4,323.50	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.210 TELEPHONE							
12256	PEERLESS NETWORK	35620 10/23	0	PHONE SERVICE; 10/15-11/14/23	1,044.36 ✓	.00	
Total 10.515.00.210 TELEPHONE:					1,044.36	.00	
Total CENTRAL SERVICES:					1,044.36	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.220 UTILITY - GAS							
765	NICOR GAS	00-93-47-2022 8 9/2	0	100 S VILLA ;9/5-10/4/23	48.99 ✓	.00	
765	NICOR GAS	39-44-49-5900 9 9/2	0	MUSEUM;9/5-10/4/23	51.55 ✓	.00	
765	NICOR GAS	70-22-77-0234 0 9/2	0	POLICE STN;9/5-10/4/23	446.26 ✓	.00	
Total 10.516.00.220 UTILITY - GAS:					546.80	.00	
10.516.00.222 HEATING & A/C MAINT SERV							
1544	ACITELLI HEATING & PIPING	37307	0	11 W HOME CONDENSER FANS MOTOR REPAIR	2,756.42 ✓	.00	
1544	ACITELLI HEATING & PIPING	37343	0	STATION 81 SERVICE CALL AND FREON CHARGE	2,331.17 ✓	.00	
Total 10.516.00.222 HEATING & A/C MAINT SERV:					5,087.59	.00	
10.516.00.299 OTHER CONTRACTUAL SERVICES							
40	ALLIED GARAGE DOOR INC	214964	0	20 W HOME AVE SOUTH SIDE MIDDLE OHD SERV	238.00 ✓	.00	
40	ALLIED GARAGE DOOR INC	214977	0	40 S ARDMORE WEST SALLY PORT OHD SERVIC	178.50 ✓	.00	
4932	SMG SECURITY SYSTEMS INC	159623	0	QTR DEPOT BURGLAR ALARM	127.29 ✓	.00	
4932	SMG SECURITY SYSTEMS INC	160125	0	QTR CORP FIRE N BURGLAR ALARMS	2,236.08 ✓	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					2,779.87	.00	
Total BUILDINGS & GROUNDS:					8,414.26	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.220	UTILITY - GAS						
765	NICOR GAS	10-44-81-1000 6 9/2	0	METRA STATION;9/5-10/4/23	52.84 ✓	.00	
Total 10.517.00.220 UTILITY - GAS:					52.84	.00	
Total COMMUTER PARKING LOT:					52.84	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.215 SHOP SERVICES							
6430	CINTAS CORPORATION #344	4167826384	0	MATS, UNIFORMS, TOWELS	58.46 ✓	.00	
6430	CINTAS CORPORATION #344	4168544406	0	UNIFORM, TOWELS	47.17 ✓	.00	
6430	CINTAS CORPORATION #344	4169250419	0	UNIFORMS, TOWELS, MATS	58.46 ✓	.00	
6430	CINTAS CORPORATION #344	4169961302	0	UNIFORM, TOWELS	47.17 ✓	.00	
6430	CINTAS CORPORATION #344	4170664844	0	MATS, UNIFORMS, TOWELS	67.87 ✓	.00	
Total 10.518.00.215 SHOP SERVICES:					279.13	.00	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS							
13651	BRAD MANNING FORD INC	224447	0	C81 LEFT REAR DOOR RUBBER WEATHERSTRIP	33.08 ✓	.00	
11193	DUPAGE TIRE & AUTO CENTER INC	166973	0	PD 146 REAR TIRES	330.22 ✓	.00	
11193	DUPAGE TIRE & AUTO CENTER INC	166994	0	PD 187 RIGHT FRONT TIRE REPLACEMENT	166.21 ✓	.00	
1099	WENTWORTH TIRE SERVICE	40072211	0	PW 72 REAR TIRES	253.22 ✓	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					782.73	.00	
10.518.00.315 INSPECTIONS AND SAFETY TESTS							
9651	FIRE SERVICE INC	IL-9329	0	FIRE E-80 ANNUAL INSPECTION	1,150.00 ✓	.00	
9651	FIRE SERVICE INC	IL-9330	0	FIRE E-81 ANNUAL INSPECTION	2,046.39 ✓	.00	
9651	FIRE SERVICE INC	IL-9331	0	FIRE E-82 ANNUAL INSPECTION	1,488.18 ✓	.00	
985	SUBURBAN DRIVELINE INC	68586	0	252 SAFETY INSPECTION	45.00 ✓	.00	
985	SUBURBAN DRIVELINE INC	68587	0	232 SAFETY TEST	45.00 ✓	.00	
985	SUBURBAN DRIVELINE INC	68590	0	250 SAFETY TEST	45.00 ✓	.00	
985	SUBURBAN DRIVELINE INC	68596	0	254 SAFETY INSPECTION	45.00 ✓	.00	
985	SUBURBAN DRIVELINE INC	68755	0	29 SAFETY TEST	45.00 ✓	.00	
Total 10.518.00.315 INSPECTIONS AND SAFETY TESTS:					4,909.57	.00	
Total GARAGE:					5,971.43	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.299 OTHER CONTRACTUAL SERVICES							
13633	THE TRAVELERS PROTECTIVE ASSOCI	REISSUE 09132201	0	CAR SEAT CHILD ID SAFETY STICKERS	7.99 ✓	7.99	10/16/2023
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:					7.99	7.99	
10.520.07.280 DUCOMM							
305	DU-COMM	18723	0	FACILITY LEASE OPERATING COSTS 11.01.23--01.	5,211.67 ✓	.00	
305	DU-COMM	18767	0	QUARTERLY SHARES 11.01.23--01.31.24	124,711.00 ✓	.00	
Total 10.520.07.280 DUCOMM:					129,922.67	.00	
Total POLICE:					129,930.66	7.99	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.210 TELEPHONE							
5665	STAPLETON, STEVEN	AUG2023	0	PERS DEVICE PHONE REIMB	24.99 ✓	.00	
5665	STAPLETON, STEVEN	AUG2023	0	PERS DEVICE USAGE REIMB	24.99 ✓	.00	
5665	STAPLETON, STEVEN	SEP2023	0	PERS DEVICE PHONE REIMB	24.99 ✓	.00	
5665	STAPLETON, STEVEN	SEP2023	0	PERS DEVICE USAGE REIMB	24.99 ✓	.00	
Total 10.521.01.210 TELEPHONE:					99.96	.00	
10.521.01.280 DUCOMM							
305	DU-COMM	18722	0	FACILITY LEASE 11.01.23-01.31.24	908.33 ✓	.00	
Total 10.521.01.280 DUCOMM:					908.33	.00	
10.521.01.299 OTHER CONTRACTUAL SERVICES							
6939	SAUTER, MATTHEW	JUN-AUG	0	06.23 - 08.23 TUITION REIMB.	3,250.00 ✓	.00	
13824	ZIPS CAR WASH LLC	PS-INV103923	0	VEHICLE WASHES	9.00 ✓	.00	
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:					3,259.00	.00	
10.521.01.314 JANITORIAL SUPPLIES							
6334	STATE INDUSTRIAL PRODUCTS	903081105	0	DRAIN MAINT. PROG.	154.97 ✓	.00	
Total 10.521.01.314 JANITORIAL SUPPLIES:					154.97	.00	
10.521.01.315 BUILDING MAINT SUPPLIES							
13753	LOMBARD ACE HARDWARE (FIRE ACCT)	254414	0	FASTENERS	6.97 ✓	.00	
10500	VILLA PARK ACE HARDWARE	254416	0	ST81 MAINTENANCE SUPPLIES	25.85 ✓	.00	
Total 10.521.01.315 BUILDING MAINT SUPPLIES:					32.82	.00	
10.521.22.299 OTHER CONTRACTUAL SERVICES							
10500	VILLA PARK ACE HARDWARE	21690/2	0	HOSE REPAIRS	35.09 ✓	.00	
Total 10.521.22.299 OTHER CONTRACTUAL SERVICES:					35.09	.00	
Total FIRE:					4,490.17	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.25.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3017246055	9/202	0 1 S CENTRAL LITE RT/25; 9/6-10/5/23	737.82 ✓	.00	
13411	AEP ENERGY	3017246077	9/202	0 118 S VILLA AVE; 9/6-10/5/23	112.61 ✓	.00	
Total 10.525.25.219 UTILITY - ELECTRIC:					850.43	.00	
10.525.27.341 SALT/CALCIUM CHLORIDE							
5737	CARGILL INC	2908688594		0 257.65 TONS DEICER SALT ICE CONTROL	20,220.38 ✓	.00	
Total 10.525.27.341 SALT/CALCIUM CHLORIDE:					20,220.38	.00	
10.525.27.399 OTHER SUPPLIES							
331	DUPAGE TOPSOIL INC	056147		0 4 WHLR PULV - CPU	310.00 ✓	.00	
Total 10.525.27.399 OTHER SUPPLIES:					310.00	.00	
Total STREET:					21,380.81	.00	
Total CORPORATE FUND:					189,422.03	1,207.99	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
28.502.01.299 OTHER CONTRACTUAL SERVICES							
429	GENTILE & ASSOCIATES INC	33254	0	ST CHARLES TIF LEGAL	1,300.00 ✓	.00	
7835	STORINO RAMELLO & DURKIN	89178	0	LEGAL SERVICES ST CHARLES TIF4	836.85 ✓	.00	
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:					2,136.85	.00	
Total GENERAL:					2,136.85	.00	
Total TIF 4 FUND - ST. CHARLES RD:					2,136.85	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.44403	FALL/WNTR/SPRG PROGRAM REV						
13845	ORTEGA, DANA	170425	0	CANCELLATION	210.00	.00	
Total 35.44403 FALL/WNTR/SPRG PROGRAM REV:					210.00	.00	
Total :					210.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.210 TELEPHONE							
12256	PEERLESS NETWORK	35620 10/23	0	PHONE SERVICE; 10/15-11/14/23	245.65 ✓	.00	
Total 35.502.01.210 TELEPHONE:					245.65	.00	
35.502.01.291 BREWFEST							
1818	GARVEY'S OFFICE PRODUCTS	PINV2479991	35003	OFFICE SUPPLIES	33.57 ✓	.00	
Total 35.502.01.291 BREWFEST:					33.57	.00	
35.502.16.220 UTILITY - GAS							
765	NICOR GAS	47-30-07-8760 4 9/2	0	ICC;9/5-10/4/23	183.29 ✓	.00	
Total 35.502.16.220 UTILITY - GAS:					183.29	.00	
35.502.16.299 OTHER CONTRACTUAL SERVICES							
13532	A & P GREASE TRAPPERS INC	230429	0	ICC GREASE TRAP CLEANING	225.00 ✓	.00	
4932	SMG SECURITY SYSTEMS INC	159515	0	ICC CELLULAR UPGRADES FOR ALARM	30.00 ✓	.00	
4932	SMG SECURITY SYSTEMS INC	163680	0	ICC ALARM BATTERY REPLACEMENT	331.00 ✓	.00	
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:					586.00	.00	
35.502.35.299 OTHER CONTRACTUAL SERVICES							
541	ILLINOIS STATE POLICE	202310903196	0	FINGERPRINT ACCOUNT REPLENISH	250.00 ✓	.00	
Total 35.502.35.299 OTHER CONTRACTUAL SERVICES:					250.00	.00	
35.502.36.204 TRANSPORTATION							
9652	FIRST STUDENT INC.	47460	0	PRESCHOOL FALL FIELD TRIP	552.40 ✓	.00	
Total 35.502.36.204 TRANSPORTATION:					552.40	.00	
35.502.36.299 OTHER CONTRACTUAL SERVICES							
541	ILLINOIS STATE POLICE	202310903196	0	FINGERPRINT ACCOUNT REPLENISH	250.00 ✓	.00	
13391	LANGENDERFER, COLIN	10.20.23	35008	HALLOWEEN HAPPENINGS ENTERTAINMENT	400.00 ✓	400.00	10/16/2023
6431	OAK BROOK PARK DISTRICT	81824	0	SENIOR CO-OP TRIP	742.00 ✓	.00	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					1,392.00	400.00	
Total GENERAL:					3,242.91	400.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total RECREATION FUND:					3,452.91	400.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.210 TELEPHONE							
12256	PEERLESS NETWORK	35620 10/23	0	PHONE SERVICE; 10/15-11/14/23	44.53 ✓	.00	
Total 36.502.01.210 TELEPHONE:					44.53	.00	
36.502.01.220 UTILITY - GAS							
765	NICOR GAS	45-95-90-7159 3 9/2	0	MAINT BLDG;9/7-10/8/23	52.38 ✓	.00	
765	NICOR GAS	86-94-36-5332 8 9/2	0	N TERR PARK;9/6-10/5/23	53.54 ✓	.00	
Total 36.502.01.220 UTILITY - GAS:					105.92	.00	
36.502.01.301 UNIFORMS							
847	PRO SAFETY INC	2/897970	0	PARKS GRAY SAFETY GLASSES	72.00 ✓	.00	
847	PRO SAFETY INC	2/898310	0	PARKS HI VIZ WEAR	142.05 ✓	.00	
847	PRO SAFETY INC	2/898520	0	PARKS STAFF WEAR	520.20 ✓	.00	
Total 36.502.01.301 UNIFORMS:					734.25	.00	
36.502.02.299 OTHER CONTRACTUAL SERVICES							
12815	SOLITUDE LAKE MANAGEMENT LLC	PSI007168	0	SEPTEMBER 2023 N. TERRACE LAKE & POND MG	289.00 ✓	.00	
1008	TERRACE SUPPLY COMPANY	1051888	0	PARKS TOOL RENTAL	19.53 ✓	.00	
1008	TERRACE SUPPLY COMPANY	1052769	0	PARKS TOOL RENTAL	12.60 ✓	.00	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:					321.13	.00	
Total GENERAL:					1,205.83	.00	
Total PARKS FUND:					1,205.83	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.210 TELEPHONE							
12256	PEERLESS NETWORK	35620 10/23	0	PHONE SERVICE; 10/15-11/14/23	41.66	.00	
Total 41.502.01.210 TELEPHONE:					41.66	.00	
41.502.01.220 UTILITY - GAS							
765	NICOR GAS	00-31-93-8763 5 9/2	0	JEFF POOL ;9/5-10/4/23	49.71	.00	
765	NICOR GAS	32-27-30-1000 2 9/2	0	JEFF POOL FLTR;9/5-10/4/23	56.92	.00	
Total 41.502.01.220 UTILITY - GAS:					106.63	.00	
41.502.03.299 OTHER CONTRACTUAL SERVICES							
5862	AQUA PURE ENTERPRISES INC	0147259-IN	0	JEFFERSON POOL VACUUM REPAIR	406.57	.00	
Total 41.502.03.299 OTHER CONTRACTUAL SERVICES:					406.57	.00	
Total GENERAL:					554.86	.00	
Total SWIMMING POOL FUND:					554.86	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
50.502.02.299 OTHER CONTRACTUAL SERVICES							
7930	US BANK	7031422	0	ANNUAL ADMIN FEE-SERIES 2019A 8/1/23-7/31/24	550.00 ✓	.00	
7930	US BANK	7031423	0	ANNUAL ADMIN FEE-SERIES 2019B 8/1/23-7/31/24	550.00 ✓	.00	
Total 50.502.02.299 OTHER CONTRACTUAL SERVICES:					1,100.00	.00	
Total GENERAL:					1,100.00	.00	
Total DEBT SERVICE FUND:					1,100.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.10.292 ENGINEERING SERVICES							
13772	CDM SMITH INC	6	0	RAILROAD GRADE SEPARATION FEASIBILITY ST	15,536.66	.00	
Total 60.502.10.292 ENGINEERING SERVICES:					15,536.66	.00	
Total GENERAL:					15,536.66	.00	
Total STREET IMPROVEMENT FUND:					15,536.66	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.210 TELEPHONE							
5176	JESSEN, DENNIS	September 2023 Ce	0	PERS DEVICE PHONE REIMB; SEPTEMBER 2023	24.99✓	.00	
5176	JESSEN, DENNIS	September 2023 Ce	0	USAGE REIMBURSEMENT; SEPTEMBER 2023	24.99✓	.00	
12256	PEERLESS NETWORK	35620 10/23	0	PHONE SERVICE; 10/15-11/14/23	30.17✓	.00	
1055	VENCHUS, THOMAS	September 2023 Ce	0	PERS DEVICE PHONE REIMB; SEPTEMBER 2023	24.99✓	.00	
1055	VENCHUS, THOMAS	September 2023 Ce	0	USAGE REIMBURSEMENT; SEPTEMBER 2023	24.99✓	.00	
Total 82.502.01.210 TELEPHONE:					130.13	.00	
82.502.01.321 PURCHASE OF WATER							
330	DUPAGE WATER COMMISSION	2023 September Pu	0	SEPTEMBER WATER PUMPAGE BILL 2023	248,667.65✓	.00	
Total 82.502.01.321 PURCHASE OF WATER:					248,667.65	.00	
82.502.01.693 IEPA LOAN REPAYMENTS							
4003	ILLINOIS ENVIRONMENTAL	L17-3396 #25	0	L17-3396 25TH INSTALLMENT NORTH SIDE/SVILL	32,819.59✓	.00	
Total 82.502.01.693 IEPA LOAN REPAYMENTS:					32,819.59	.00	
82.502.02.220 UTILITY - GAS							
765	NICOR GAS	00-94-81-1000 2 9/2	0	WTR/SWR;9/5-10/4/23	52.21✓	.00	
765	NICOR GAS	28-55-16-5989 0 9/2	0	CENTRAL STN;9/5-10/4/23	51.55✓	.00	
765	NICOR GAS	35-02-64-0936 3 9/2	0	1260 S CORNELL;9/8-10/9/23	165.35✓	.00	
Total 82.502.02.220 UTILITY - GAS:					269.11	.00	
82.502.02.293 LABORATORY TESTING							
13535	PACE ANALYTICAL SERVICES LLC	I9572205	0	DBP QUARTERLY SAMPLES	418.10✓	.00	
Total 82.502.02.293 LABORATORY TESTING:					418.10	.00	
82.502.02.353 SERVICE CONNECTION MATERIALS							
6618	CORE & MAIN	T317199	0	WATER SERVICE LINE PARTS	1,757.00✓	.00	
Total 82.502.02.353 SERVICE CONNECTION MATERIALS:					1,757.00	.00	
82.502.02.354 WATER METERS							
6618	CORE & MAIN	T640154	0	3/4S IPERL 1G 3-TS 7WHL SM	8,770.00✓	.00	
Total 82.502.02.354 WATER METERS:					8,770.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.02.401 CAPITAL OUTLAY							
1135	ZIEBELL WATER SERVICE	263426-000	0	METRA LOT WATERMAIN PROJECT	1,162.80	.00	
Total 82.502.02.401 CAPITAL OUTLAY:					1,162.80	.00	
Total GENERAL:					293,994.38	.00	
Total WATER SUPPLY FUND:					293,994.38	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.210 TELEPHONE							
12256	PEERLESS NETWORK	35620 10/23	0	PHONE SERVICE; 10/15-11/14/23	30.17 ✓	.00	
Total 83.502.01.210 TELEPHONE:					30.17	.00	
83.502.01.694 IEPA LOAN REPAYMENTS							
4003	ILLINOIS ENVIRONMENTAL	L17-2987 29th Instal	0	L17-2987 29TH INSTALLMENT SOUTH MYRTLE RE	23,960.63 ✓	.00	
4003	ILLINOIS ENVIRONMENTAL	L17-3049 25th Instal	0	L17-3049 25TH LOAN REPAYMENT FOR SEWER R	39,968.87 ✓	.00	
Total 83.502.01.694 IEPA LOAN REPAYMENTS:					63,929.50	.00	
83.502.02.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3014421024 9/202	0	WWFTF ; 6/7-7/7/23	953.75 ✓	.00	
Total 83.502.02.219 UTILITY - ELECTRIC:					953.75	.00	
83.502.02.220 UTILITY - GAS							
765	NICOR GAS	03-36-92-1882 5 9/2	0	GENERATOR STN;9/5-10/4/23	52.21 ✓	.00	
765	NICOR GAS	27-37-06-3955 4 9/2	0	NORTH & YALE LFT;9/5-10/3/23	51.55 ✓	.00	
765	NICOR GAS	29-10-59-0000 4 9/2	0	WET WEATHER;9/5-10/4/23	319.25 ✓	.00	
765	NICOR GAS	52-91-90-1082 8 9/2	0	NATH LIFT STN;9/6-10/5/23	51.17 ✓	.00	
Total 83.502.02.220 UTILITY - GAS:					474.18	.00	
83.502.02.302 CHEMICALS							
33	ALEXANDER CHEMICAL CORP	69279	0	WWFTF CHLORINE RENTAL FEES	58.00 ✓	.00	
Total 83.502.02.302 CHEMICALS:					58.00	.00	
83.502.02.402 NON-CAPITAL OUTLAY							
4915	STANDARD EQUIPMENT CO	P45752	0	ROOT CUTTING NOZZLE	5,790.30 ✓	.00	
Total 83.502.02.402 NON-CAPITAL OUTLAY:					5,790.30	.00	
Total GENERAL:					71,235.90	.00	
Total WASTEWATER FUND:					71,235.90	.00	
Grand Totals:					578,825.23	1,607.99	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
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	Amount Paid
CASH ALLOCATIONS FUND	
Total CASH ALLOCATIONS FUND:	185.81
CORPORATE FUND	
Total CORPORATE FUND:	189,422.03
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	2,136.85
RECREATION FUND	
Total RECREATION FUND:	3,452.91
PARKS FUND	
Total PARKS FUND:	1,205.83
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	554.86
DEBT SERVICE FUND	
Total DEBT SERVICE FUND:	1,100.00
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	15,536.66
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	293,994.38
WASTEWATER FUND	
Total WASTEWATER FUND:	71,235.90
Grand Totals:	578,825.23

Amount Paid

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE

10/20/23

APPROVED BY




Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "WF1023","1016 INT"



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on November 13, 2023

Covering weekly check runs dated for:

October 30, 2023/CY23\$1,243,359.41

1 of 1

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "WF1030","1019 INT","1020 INT","1023 INT","1025 INT"

Invoice Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
01.110050	UTILITY CASH CLEARING						
13853	RADOMIR, ARSENIC	REISSUE 11-09590-	0	FIN CREDIT BAL; 231 N ADDISON RD	20.58	20.58	10/23/2023
Total 01.110050 UTILITY CASH CLEARING:					20.58	20.58	
Total :					20.58	20.58	
Total CASH ALLOCATIONS FUND:					20.58	20.58	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.130204 GROUP INSURANCE REC							
8224	BLUE CROSS BLUE SHIELD	10012023	0	HEALTH INSURANCE; OCT 2023	27,157.42 ✓	27,157.42	10/23/2023
Total 10.130204 GROUP INSURANCE REC:					27,157.42	27,157.42	
10.190515 DUE TO/FROM LIBRARY (BENEFITS)							
8224	BLUE CROSS BLUE SHIELD	10012023	0	HEALTH INSURANCE; OCT 2023	11,211.40 ✓	11,211.40	10/23/2023
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):					11,211.40	11,211.40	
10.210508 ESCROW: P. W. PROJECTS							
6259	MIDLAND PLUMBING & SEWER	PRPL202301055	0	BOND RELEASE	1,200.00 ✓	.00	
4442	RUSS'S PLUMBING	PRPL202202059	0	BOND RLS 527 N WISCONSIN	1,200.00 ✓	.00	
Total 10.210508 ESCROW: P. W. PROJECTS:					2,400.00	.00	
Total :					40,768.82	38,368.82	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.202 TRAINING & CONFERENCES							
325	DUPAGE MAYORS & MANAGERS CONF	11878A	0	2023 MUNICIPAL INNOVATION CELEBRATION - M	65.00 ✓	.00	
Total 10.511.00.202 TRAINING & CONFERENCES:					65.00	.00	
10.511.00.211 LEGAL SERVICES							
8151	GARDINER KOCH WEISBERG	16351	0	LEGAL SERVICES - WAWAK	6,364.03 ✓	.00	
12541	ROBBINS SCHWARTZ	960385	0	LEGAL SERVICES - 243 S OAKLAND	250.00 ✓	.00	
Total 10.511.00.211 LEGAL SERVICES:					6,614.03	.00	
10.511.00.212 LEGAL SERVICES-POLICE							
12541	ROBBINS SCHWARTZ	960383	0	LEGAL SERVICES - PROSECUTIONS - SEPTEMBE	3,675.00 ✓	.00	
Total 10.511.00.212 LEGAL SERVICES-POLICE:					3,675.00	.00	
10.511.00.299 OTHER CONTRACTUAL SERVICES							
10435	CIVICPLUS LLC	269792	0	CIVICPLUS ANNUAL MUNICODE ONLINE HOST	577.50 ✓	.00	
541	ILLINOIS STATE POLICE	20230904083	0	COST CENTER 04083 ORI MS0705488 FINGERPRI	500.00 ✓	.00	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					1,077.50	.00	
Total PUBLIC AFFAIRS:					11,431.53	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.00.299 OTHER CONTRACTUAL SERVICES							
12951	COMCAST INTERNET	185090056 10/23	0	INTERNET SERVICE; 9/15-11/14/23	5,387.49 ✓	.00	
Total 10.512.00.299 OTHER CONTRACTUAL SERVICES:					5,387.49	.00	
10.512.01.270 MAINT OF OFFICE EQUIPMENT							
13725	REACH MEDIA NETWORK	90725	0	DISPLAY SOFTWARE AND HARDWARE FOR TV	1,154.76 ✓	.00	
Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT:					1,154.76	.00	
10.512.01.299 OTHER CONTRACTUAL SERVICES							
6849	CURRENT TECHNOLOGIES CORP	14092	0	KEEPER SECURITY SOFTWARE	1,834.91 ✓	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					1,834.91	.00	
Total MANAGER:					8,377.16	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.299 OTHER CONTRACTUAL SERVICES							
12029	GOVTEMPSUSA LLC	4274261	0	CONTRACTED FINANCE DIRECTOR; 10/8 & 10/15/	8,176.00 ✓	.00	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:					8,176.00	.00	
10.513.00.317 OFFICE SUPPLIES							
8479	PTM DOCUMENT SYSTEMS	0087192	0	W-2 FORMS,1099 FORMS,ENVELOPES	147.00 ✓	.00	
Total 10.513.00.317 OFFICE SUPPLIES:					147.00	.00	
Total FINANCE:					8,323.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.289 INSPECTORS FEES							
13523	CHADA, MICHAEL	OCTOBER 2023	0	OCTOBER PLUMBING INSPECTIONS	300.00 ✓	.00	
Total 10.514.00.289 INSPECTORS FEES:					300.00	.00	
10.514.00.299 OTHER CONTRACTUAL SERVICES							
192	DUPAGE COUNTY RECORDER	40527337	0	CD LIEN	57.00 ✓	.00	
192	DUPAGE COUNTY RECORDER	40527342	0	CD LIENS	855.00 ✓	.00	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					912.00	.00	
10.514.00.301 UNIFORMS							
9926	GUIMOND, LORI	REISSUE MAY 202	0	CY23 UNIFORM ALLOWANCE	450.00 ✓	450.00	10/23/2023
Total 10.514.00.301 UNIFORMS:					450.00	450.00	
Total COMMUNITY DEVELOPMENT:					1,662.00	450.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	10012023	0	HEALTH INSURANCE; OCT 2023	24,286.88	24,286.88	10/23/2023
Total 10.515.00.250 EMPLOYEE BENEFITS:					24,286.88	24,286.88	
10.515.00.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	100862496	0	COPIERS/PRINTERS LEASE; 11/5-12/4/23	2,492.66	.00	
Total 10.515.00.270 MAINT OF OFFICE EQUIPMENT:					2,492.66	.00	
Total CENTRAL SERVICES:					26,779.54	24,286.88	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.299 OTHER CONTRACTUAL SERVICES							
1544	ACITELLI HEATING & PIPING	37383	0	PD SERVICE CALL	1,019.58 ✓	.00	
8501	JOHNSON CONTROLS SECURITY SOLU	39405876	0	VH WIRELESS FIRE ALARM MONITORING	186.35 ✓	.00	
8501	JOHNSON CONTROLS SECURITY SOLU	39405877	0	MUSEUM WIRELESS FIRE ALARM	186.35 ✓	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					1,392.28	.00	
10.516.00.315 BUILDING MAINT SUPPLIES							
2097	PORTER PIPE AND SUPPLY	12674392-00	0	BOILER CAPS TO VH COW ROOM RADIATORS	16.41 ✓	.00	
1068	VILLA PARK ELECTRIC SUPPLY CO	253072-00	0	LIGHTS	108.00 ✓	.00	
Total 10.516.00.315 BUILDING MAINT SUPPLIES:					124.41	.00	
Total BUILDINGS & GROUNDS:					1,516.69	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.215 SHOP SERVICES							
6430	CINTAS CORPORATION #344	4171372677	0	UNIFORM, TOWELS	54.07 ✓	.00	
Total 10.518.00.215 SHOP SERVICES:					54.07	.00	
10.518.00.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	10012023	0	HEALTH INSURANCE; OCT 2023	4,387.28 ✓	4,387.28	10/23/2023
Total 10.518.00.250 EMPLOYEE BENEFITS:					4,387.28	4,387.28	
10.518.00.309 GAS & DIESEL FUEL							
6834	AL WARREN OIL COMPANY INC	W1597921	0	FLT UNLEADED FUEL 6000 GALS.	16,842.00 ✓	.00	
6834	AL WARREN OIL COMPANY INC	W1597922	0	FLT BIO DIESEL 1491 GALS	5,457.06 ✓	.00	
Total 10.518.00.309 GAS & DIESEL FUEL:					22,299.06	.00	
Total GARAGE:					26,740.41	4,387.28	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.202 TRAINING & CONFERENCES							
8061	BANASZEWSKI, BART	10202023	0	MEALS REIMBURSE DET BANASZEWSKI-VORTEX	27.21 ✓	.00	
13112	CRUZ, CARLOS	10192023	0	TRNG-MEAL REIMBURSE OFC CRUZ	15.10 ✓	.00	
9076	ILLINOIS TACTICAL OFFICERS	05697	0	ITOA ANNUAL TRNG CONF 2023-OFC POLLACK	390.00 ✓	.00	
763	NORTH EAST MULTI-REGIONAL	336681	0	TRNG-BASIC POLICE PHOTOGRAPHY-EVIDENCE	35.00 ✓	.00	
763	NORTH EAST MULTI-REGIONAL	337462	0	BASIC DIGNITARY PROTECTION-LAW ENFORCE	650.00 ✓	.00	
10392	ROL VEL RUL, MATEUSZ	10132023	0	SAFE VEHICLE/TRUCK INSPECTIONS-TRNG MEA	68.29 ✓	.00	
Total 10.520.01.202 TRAINING & CONFERENCES:					1,185.60	.00	
10.520.01.210 TELEPHONE							
6298	VERIZON WIRELESS	9945789711	0	POLE CAMS, EMPL&SQUAD CELL SVC 9.02-10.01.	888.08 ✓	.00	
Total 10.520.01.210 TELEPHONE:					888.08	.00	
10.520.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	10012023	0	HEALTH INSURANCE; OCT 2023	84,911.14 ✓	84,911.14	10/23/2023
Total 10.520.01.250 EMPLOYEE BENEFITS:					84,911.14	84,911.14	
10.520.01.261 INSURANCE CLAIM LOSSES							
4395	CAR REFLECTIONS	23-199	0	#NEW 197 SQUAD INSTALL ALL DECALS AND STR	910.00 ✓	.00	
Total 10.520.01.261 INSURANCE CLAIM LOSSES:					910.00	.00	
10.520.01.263 POST RETIREMENT BENEFITS							
1877	BREGMAN, MARC	OCT 2023	0	POST RETIREMENT BENEFIT; OCT 2023	125.00 ✓	.00	
676	MCNAMARA, JAMES J	OCT 2023	0	POST RETIREMENT BENEFIT; OCT 2023	125.00 ✓	.00	
1713	SUBJECT, DAVID	OCT 2023	0	POST RETIREMENT BENEFIT; OCT 2023	125.00 ✓	.00	
1134	ZORICH, EDWARD	OCT 2023	0	POST RETIREMENT BENEFIT; OCT 2023	125.00 ✓	.00	
Total 10.520.01.263 POST RETIREMENT BENEFITS:					500.00	.00	
10.520.01.299 OTHER CONTRACTUAL SERVICES							
10933	DEPENDABLE PRINTING SERVICES	1512	0	BUS CARDS FOR NEW PT OFC E. FRANCO	83.91 ✓	.00	
10933	DEPENDABLE PRINTING SERVICES	1525	0	NEW BUS. CARDS FOR DET/SRO PEREZ	73.91 ✓	.00	
366	ENTENMANN-ROVIN COMPANY	0176882-IN	0	HAT BADGES FOR NEW OFFICERS	347.50 ✓	.00	
13848	K & T COLORS	1290	0	COMMEMORATIVE/MEMORIAL PLAQUE L CONFO	232.34 ✓	.00	
782	O'HERRON CO INC, RAY	2300268	0	VEST CARRIER,NAMETAPE,PATCHES FOR OFC S	368.07 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:					1,105.73	.00	
10.520.01.401 CAPITAL OUTLAY							
13849	STONE EXACT	10172023	0	COUNTERTOPS/SINK FABRICATION & INSTALL-L	2,000.00 ✓	2,000.00	10/20/2023
Total 10.520.01.401 CAPITAL OUTLAY:					2,000.00	2,000.00	
10.520.09.299 OTHER CONTRACTUAL SERVICES							
12628	FRONTLINE PUBLIC SAFETY SOLUTION	FL82312	0	ANNUAL RENEWAL-EMPLOYEE TRAINING & TRA	1,653.75 ✓	.00	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					1,653.75	.00	
10.520.09.399 OTHER SUPPLIES							
4722	INTOXIMETERS INC	745859	0	BREATHALYZER MACHINE SUPPLIES	1,036.00 ✓	.00	
Total 10.520.09.399 OTHER SUPPLIES:					1,036.00	.00	
Total POLICE:					94,190.30	86,911.14	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	10012023	0	HEALTH INSURANCE; OCT 2023	6,209.88 ✓	6,209.88	10/23/2023
Total 10.521.01.250 EMPLOYEE BENEFITS:					6,209.88	6,209.88	
10.521.01.263 POST RETIREMENT BENEFITS							
6520	BLASKOVICH, ERIC	OCT 2023	0	POST RETIREMENT BENEFIT; OCT 2023	125.00 ✓	.00	
6085	SPARGER, JEFFREY	OCT 2023	0	POST RETIREMENT BENEFIT; OCT 2023	125.00 ✓	.00	
4899	VICELLI, LOUIS	OCT 2023	0	POST RETIREMENT BENEFIT; OCT 2023	125.00 ✓	.00	
Total 10.521.01.263 POST RETIREMENT BENEFITS:					375.00	.00	
Total FIRE:					6,584.88	6,209.88	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	10012023	0	HEALTH INSURANCE; OCT 2023	29,853.92 ✓	29,853.92	10/23/2023
Total 10.523.02.250 EMPLOYEE BENEFITS:					29,853.92	29,853.92	
10.523.02.280 DUCOMM							
305	DU-COMM	18766	0	QUARTERLY SHARES 11.01.23-01.31.24	23,234.25 ✓	.00	
Total 10.523.02.280 DUCOMM:					23,234.25	.00	
Total AMBULANCE/PARAMEDIC:					53,088.17	29,853.92	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	10012023	0	HEALTH INSURANCE; OCT 2023	20,758.30 ✓	20,758.30	10/23/2023
11958	LINDEN OAKS MEDICAL GROUP	10182023	0	EMP ASSIST PRGM; JUL-SEPT 2023	1,443.25 ✓	.00	
Total 10.525.01.250 EMPLOYEE BENEFITS:					22,201.55	20,758.30	
10.525.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	100862496	0	COPIERS/PRINTERS LEASE; 11/5-12/4/23	170.73 ✓	.00	
Total 10.525.01.270 MAINT OF OFFICE EQUIPMENT:					170.73	.00	
10.525.25.299 OTHER CONTRACTUAL SERVICES							
5356	H & H ELECTRIC COMPANY	42180	0	SEPTEMBER TRAFFIC SIGNAL MAINTENANCE	624.00 ✓	.00	
Total 10.525.25.299 OTHER CONTRACTUAL SERVICES:					624.00	.00	
10.525.25.395 STREET SIGN MATERIALS							
8906	TRAFFIC CONTROL & PROTECTION	116579	0	12 SCHOOL SPEED LIMIT, 100 NO PARKING THIS	2,976.00 ✓	.00	
8906	TRAFFIC CONTROL & PROTECTION	116580	0	8 TYPE III BARRICADES	2,675.80 ✓	.00	
Total 10.525.25.395 STREET SIGN MATERIALS:					5,651.80	.00	
10.525.27.342 ASPHALT MIX							
326	DUPAGE MATERIALS COMPANY LLC.	23918	0	HMA SC N50 D 9.5	194.79 ✓	.00	
326	DUPAGE MATERIALS COMPANY LLC.	23944	0	HMA SC N50 D 9.5	721.34 ✓	.00	
326	DUPAGE MATERIALS COMPANY LLC.	24008	0	FRAP 3/8 PLUS	183.89 ✓	.00	
326	DUPAGE MATERIALS COMPANY LLC.	24036	0	FRAP 3/8 PLUS	102.55 ✓	.00	
Total 10.525.27.342 ASPHALT MIX:					1,202.57	.00	
Total STREET:					29,850.65	20,758.30	
Total CORPORATE FUND:					309,313.15	211,226.22	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
19.520.01.212 LEGAL SERVICES - POLICE DUI							
434	SMITH & FULLER	6357	0	LEGAL SVCS-SEPT DUI PROSECUTIONS	2,872.13 ✓	.00	
Total 19.520.01.212 LEGAL SERVICES - POLICE DUI:					2,872.13	.00	
19.520.01.401 DUI TECHNOLOGY CAPITAL OUTLAY							
10872	HAGGERTY BUICK	B46088	0	2023 GMC ACADIA; VIN 1GKKKNKL42PZ250225	37,977.83 ✓	37,977.83	10/25/2023
Total 19.520.01.401 DUI TECHNOLOGY CAPITAL OUTLAY:					37,977.83	37,977.83	
Total POLICE:					40,849.96	37,977.83	
Total DUI TECHNOLOGY FUND:					40,849.96	37,977.83	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	10012023	0	HEALTH INSURANCE; OCT 2023	14,877.16 ✓	14,877.16	10/23/2023
Total 35.502.01.250 EMPLOYEE BENEFITS:					14,877.16	14,877.16	
35.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	100862496	0	COPIERS/PRINTERS LEASE; 11/5-12/4/23	273.17 ✓	.00	
5067	GFC LEASING	100862496	0	COPIERS/PRINTERS LEASE; 11/5-12/4/23	307.16 ✓	.00	
Total 35.502.01.270 MAINT OF OFFICE EQUIPMENT:					580.33	.00	
35.502.01.291 BREWFEST							
12496	HOME CITY ICE COMPANY, THE	5386236294	35003	BREWFEST - FREEZER AND ICE	700.00 ✓	.00	
8676	SIGNARAMA	INV-2737	35003	BREWFEST BANNERS	129.39 ✓	.00	
Total 35.502.01.291 BREWFEST:					829.39	.00	
35.502.01.295 SUMMER FESTIVAL							
8676	SIGNARAMA	INV-2477	10024	SUMMER FESTIVAL SIGNS FOR KIDS TENT AND	363.54 ✓	.00	
Total 35.502.01.295 SUMMER FESTIVAL:					363.54	.00	
35.502.01.317 OFFICE SUPPLIES							
1818	GARVEY'S OFFICE PRODUCTS	PINV2484698	0	OFFICE SUPPLIES	47.11 ✓	.00	
Total 35.502.01.317 OFFICE SUPPLIES:					47.11	.00	
35.502.16.299 OTHER CONTRACTUAL SERVICES							
8501	JOHNSON CONTROLS SECURITY SOLU	39405875	0	ICC WIRELESS FIRE ALARM MONITORING	186.35 ✓	.00	
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:					186.35	.00	
35.502.16.315 BUILDING MAINT SUPPLIES							
4976	ROYAL PIPE & SUPPLY COMPANY	S1586490.001	0	ICC TOILET REPLACEMENT	348.47 ✓	.00	
1068	VILLA PARK ELECTRIC SUPPLY CO	252811-00	0	LIGHTS	224.30 ✓	.00	
Total 35.502.16.315 BUILDING MAINT SUPPLIES:					572.77	.00	
35.502.35.311 PROGRAM SUPPLIES							
8676	SIGNARAMA	INV-2433	10029	ICE CREAM CONCESSIONS SIGN	40.00 ✓	.00	
8676	SIGNARAMA	INV-2479	0	SUMMER EVENT BANNERS	675.00 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 35.502.35.311 PROGRAM SUPPLIES:					715.00	.00	
35.502.36.299 OTHER CONTRACTUAL SERVICES							
13233	LABOUNTY, KIMBERLY	VPPR1016	0	CY23 FALL ADULT YOGA IN THE PARK INSTRUCTI	468.00 ✓	.00	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					468.00	.00	
35.502.36.311 PROGRAM SUPPLIES							
8676	SIGNARAMA	INV-2738	0	PRESCHOOL BANNER	305.00 ✓	.00	
Total 35.502.36.311 PROGRAM SUPPLIES:					305.00	.00	
Total GENERAL:					18,944.65	14,877.16	
Total RECREATION FUND:					18,944.65	14,877.16	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	10012023	0	HEALTH INSURANCE; OCT 2023	16,282.56 ✓	16,282.56	10/23/2023
Total 36.502.01.250 EMPLOYEE BENEFITS:					16,282.56	16,282.56	
36.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	100862496	0	COPIERS/PRINTERS LEASE; 11/5-12/4/23	136.58 ✓	.00	
Total 36.502.01.270 MAINT OF OFFICE EQUIPMENT:					136.58	.00	
36.502.02.292 ENGINEERING SERVICES							
4029	ILLINOIS EPA	ILR10ZDI7	0	LUFKIN PARK PERMIT FEE	750.00 ✓	750.00	10/19/2023
Total 36.502.02.292 ENGINEERING SERVICES:					750.00	750.00	
36.502.02.299 OTHER CONTRACTUAL SERVICES							
8676	SIGNARAMA	INV-2426	36000	LUFKIN PARK BANNER	180.00 ✓	.00	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:					180.00	.00	
36.502.02.325 GENERAL EQUIPMENT PARTS							
12892	SHOREWOOD HOME & AUTO INC	03-387676	0	ALTERNATOR FOR TRACTOR	818.65 ✓	.00	
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:					818.65	.00	
Total GENERAL:					18,167.79	17,032.56	
Total PARKS FUND:					18,167.79	17,032.56	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
50.502.02.299 OTHER CONTRACTUAL SERVICES							
7930	US BANK	7062989	0	ANNUAL ADMIN FEE-SERIES 2018C 9/1/23-8/31/24	500.00 ✓	.00	
Total 50.502.02.299 OTHER CONTRACTUAL SERVICES:					500.00	.00	
50.502.91.690 PRINCIPL PAYMENTS-SERIES 2022B							
13031	REPUBLIC BANK OF CHICAGO	2022B	0	2022B PRINCIPAL PAYMENT	697,000.00 ✓	.00	
Total 50.502.91.690 PRINCIPL PAYMENTS-SERIES 2022B:					697,000.00	.00	
50.502.91.691 INTEREST PAYMENTS-SERIES 2022B							
13031	REPUBLIC BANK OF CHICAGO	2022B	0	2022B INTEREST PAYMENT	22,873.22 ✓	.00	
Total 50.502.91.691 INTEREST PAYMENTS-SERIES 2022B:					22,873.22	.00	
Total GENERAL:					720,373.22	.00	
Total DEBT SERVICE FUND:					720,373.22	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	10012023	0	HEALTH INSURANCE; OCT 2023	4,206.68	4,206.68	10/23/2023
Total 60.502.02.250 EMPLOYEE BENEFITS:					4,206.68	4,206.68	
60.502.10.292 ENGINEERING SERVICES							
1476	TRANSYSTEMS CORPORATION	05-4261612	0	PHASE I VILLA AVENUE BRIDGE IMPROVEMENT	3,597.24	.00	
Total 60.502.10.292 ENGINEERING SERVICES:					3,597.24	.00	
Total GENERAL:					7,803.92	4,206.68	
Total STREET IMPROVEMENT FUND:					7,803.92	4,206.68	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401	CAPITAL OUTLAY						
782	O'HERRON CO INC, RAY	2301949	0	PARTITION,PRISONER SEAT KIT,WINDOW BARRI	3,017.35	.00	
Total 65.502.02.401 CAPITAL OUTLAY:					3,017.35	.00	
Total GENERAL:					3,017.35	.00	
Total EQUIPMENT REPLACEMENT FUND:					3,017.35	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.401 CAPITAL OUTLAY							
13846	FEDERAL RENT A FENCE INC	407759	35011	LIONS REC CONSTRUCTION FENCE	34,443.40 ✓	.00	
13827	GREENGARD INC	32501	35011	CONSTRUCTION LAYOUT-	2,402.50 ✓	.00	
13827	GREENGARD INC	32572	35011	LIONS REC CENTER - TOPOGRAPHY	1,133.75 ✓	.00	
Total 67.502.02.401 CAPITAL OUTLAY:					37,979.65	.00	
67.502.02.402 NON-CAPITAL OUTLAY							
13834	KLUBER INC	8664	0	FACILITY CONDITION ASSESSMENT	6,977.50 ✓	.00	
Total 67.502.02.402 NON-CAPITAL OUTLAY:					6,977.50	.00	
Total GENERAL:					44,957.15	.00	
Total BUILDING IMPROVEMENTS FUND:					44,957.15	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	10012023	0	HEALTH INSURANCE; OCT 2023	12,666.62 ✓	12,666.62	10/23/2023
Total 82.502.01.250 EMPLOYEE BENEFITS:					12,666.62	12,666.62	
82.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	I00862496	0	COPIERS/PRINTERS LEASE; 11/5-12/4/23	170.73 ✓	.00	
Total 82.502.01.270 MAINT OF OFFICE EQUIPMENT:					170.73	.00	
82.502.01.299 OTHER CONTRACTUAL SERVICES							
12951	COMCAST INTERNET	185090056 10/23	0	INTERNET SERVICE; 9/15-11/14/23	141.78 ✓	.00	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:					141.78	.00	
Total GENERAL:					12,979.13	12,666.62	
Total WATER SUPPLY FUND:					12,979.13	12,666.62	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	10012023	0	HEALTH INSURANCE; OCT 2023	3,661.36	3,661.36	10/23/2023
Total 83.502.01.250 EMPLOYEE BENEFITS:					3,661.36	3,661.36	
83.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	100862496	0	COPIERS/PRINTERS LEASE; 11/5-12/4/23	170.73	.00	
Total 83.502.01.270 MAINT OF OFFICE EQUIPMENT:					170.73	.00	
83.502.01.299 OTHER CONTRACTUAL SERVICES							
12951	COMCAST INTERNET	185090056 10/23	0	INTERNET SERVICE; 9/15-11/14/23	141.78	.00	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:					141.78	.00	
83.502.04.292 ENGINEERING SERVICES							
10841	BURKE ENGINEERING LTD, CHRISTOPH	184646	0	WASHINGTON STREET SEWER SEPARATION - P	3,017.50	.00	
10841	BURKE ENGINEERING LTD, CHRISTOPH	185748	0	WASHINGTON STREET SEWER SEPARATION - P	19,934.89	.00	
10841	BURKE ENGINEERING LTD, CHRISTOPH	186106	0	WASHINGTON STREET SEWER SEPARATION - P	2,187.50	.00	
10841	BURKE ENGINEERING LTD, CHRISTOPH	186679	0	WASHINGTON STREET SEWER SEPARATION - P	37,818.75	.00	
Total 83.502.04.292 ENGINEERING SERVICES:					62,958.64	.00	
Total GENERAL:					66,932.51	3,661.36	
Total WASTEWATER FUND:					66,932.51	3,661.36	
Grand Totals:					1,243,359.41	301,669.01	

	Amount Paid
CASH ALLOCATIONS FUND	
Total CASH ALLOCATIONS FUND:	20.58
CORPORATE FUND	
Total CORPORATE FUND:	309,313.15
DUI TECHNOLOGY FUND	
Total DUI TECHNOLOGY FUND:	40,849.96
RECREATION FUND	
Total RECREATION FUND:	18,944.65
PARKS FUND	
Total PARKS FUND:	18,167.79
DEBT SERVICE FUND	
Total DEBT SERVICE FUND:	720,373.22
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	7,803.92
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	3,017.35
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	44,957.15
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	12,979.13
WASTEWATER FUND	
Total WASTEWATER FUND:	66,932.51

	<u>Amount Paid</u>
Grand Totals:	<u>1,243,359.41</u>

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE 10/26/23 APPROVED BY 


Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "WF1030","1019 INT","1020 INT","1023 INT","1025 INT"



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on November 13, 2023

Covering weekly check runs dated for:

November 6, 2023/CY23..... \$837,581.31

1 of 1

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "WF1106","1026 INT","1101 INT"

Invoice.Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.210508 ESCROW: P. W. PROJECTS							
6259	MIDLAND PLUMBING & SEWER	001	0	BOND RELEASE - 439 N BIERMANN - PRUU20220	1,200.00 ✓	.00	
Total 10.210508 ESCROW: P. W. PROJECTS:					1,200.00	.00	
10.231106 UNCLAIMED PROPERTY							
13855	NEW JERSEY TREASURER-UNCLAIMED	10272023	0	REMIT FOR UNCLAIMED PROPERTY	63.95 ✓	.00	
4813	TREASURER, STATE OF ILLINOIS	10272023	0	REMIT FOR UNCLAIMED PROPERTY	1,994.27 ✓	.00	
Total 10.231106 UNCLAIMED PROPERTY:					2,058.22	.00	
10.40002 PERS PROP REPLACEMENT TAXES							
10834	VILLA PARK PUBLIC LIBRARY	OCT 2023 PPRT	0	TO REIMBURSE PPRT - OCTOBER 2023	31,260.33 ✓	.00	
Total 10.40002 PERS PROP REPLACEMENT TAXES:					31,260.33	.00	
10.45128 MISCELLANEOUS REVENUE							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	REFUNDED CHARGE	129.06- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	REFUNDED CHARGE	17.07- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	REFUNDED CHARGE	86.34- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	REFUNDED CHARGE	40.10- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	REFUNDED CHARGE	64.98- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	REFUNDED CHARGE	319.16- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	REFUNDED CHARGE	11.85- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	REFUNDED CHARGE	112.27- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	REFUNDED CHARGE	11.65- ✓	.00	
Total 10.45128 MISCELLANEOUS REVENUE:					792.48-	.00	
Total :					33,726.07	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.202 TRAINING & CONFERENCES							
13601	HARLINE, MATT	ICMATX100423	0	VM CONF. (ICMA TEXAS 2023 EVENT) REIMBURS	21.67 ✓	.00	
Total 10.511.00.202 TRAINING & CONFERENCES:					21.67	.00	
10.511.00.207 APPRECIATION DINNER & AWARDS							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	OCTOBER PINK STAFF SHIRTS	1,988.00 ✓	.00	
Total 10.511.00.207 APPRECIATION DINNER & AWARDS:					1,988.00	.00	
10.511.00.211 LEGAL SERVICES							
7835	STORINO RAMELLO & DURKIN	89693	0	GENERAL (SEPT 2023)	10,670.88 ✓	.00	
Total 10.511.00.211 LEGAL SERVICES:					10,670.88	.00	
10.511.00.212 LEGAL SERVICES-POLICE							
13073	OTTOSEN DINOLFO	1059	0	HEARING COURT SEPTEMBER 2023	1,410.00 ✓	.00	
Total 10.511.00.212 LEGAL SERVICES-POLICE:					1,410.00	.00	
10.511.00.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	METRA INTERNET SERVICE; SEPTEMBER 2023	266.28 ✓	.00	
12965	SUNCOM.TV	3908	0	BOARD MEETING PRODUCTION - OCTOBER 2023	1,975.00 ✓	.00	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					2,241.28	.00	
10.511.00.303 DUES & PUBLICATIONS							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	IML CONF HOTEL 9/21-9/23 TRUSTEE C. ALFANO	673.88 ✓	.00	
Total 10.511.00.303 DUES & PUBLICATIONS:					673.88	.00	
10.511.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	LUNCH FOR M. HARLINE BOOK CLUB	83.29 ✓	.00	
Total 10.511.00.399 OTHER SUPPLIES:					83.29	.00	
10.511.00.671 PARKS & REC ADVISORY COMMISSI							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	CAT 6 CABLE & COUPLER FOR PRAC MEETINGS	25.75 ✓	.00	
Total 10.511.00.671 PARKS & REC ADVISORY COMMISSI:					25.75	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total PUBLIC AFFAIRS:					17,114.75	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.00.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	ICMA ANNUAL DUES 2023-2024 M. HARLINE	1,138.00 ✓	.00	
Total 10.512.00.202 TRAINING & CONFERENCES:					1,138.00	.00	
10.512.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	AMAZON PRIME MEMBERSHIP	14.99 ✓	.00	
Total 10.512.00.399 OTHER SUPPLIES:					14.99	.00	
10.512.01.210 TELEPHONE							
12005	SAWYER, BRIAN	OCT23	0	USAGE REIMB	24.99 ✓	.00	
12005	SAWYER, BRIAN	OCT23	0	PERS DEVICE PHONE REIMB	24.99 ✓	.00	
Total 10.512.01.210 TELEPHONE:					49.98	.00	
10.512.01.270 MAINT OF OFFICE EQUIPMENT							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	NETWORK SWITCHES	356.38 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	TV WALL MOUNT	80.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	REFUND FOR INCORRECT SWITCH	178.91- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	WEBCAM	24.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	WIRELESS BLUETOOTH CONF SPEAKER	99.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	BATTERY BACKUP	55.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	REFUND FOR INCORRECT SWITCH	329.65- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	WIRELESS KEYBOARD-MOUSE	71.64 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	BATTERY BACKUP BATTERIES	399.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	DELL POWER SUPPLY	18.00 ✓	.00	
6622	CDS OFFICE TECHNOLOGIES	1569640	0	DASH MOUNT-TOUCHSCREEN	1,962.61 ✓	.00	
Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT:					2,561.01	.00	
10.512.01.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	HOSTED EMAIL ACCT	.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	DOMAIN RENEWAL	169.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	POOL INTERNET	136.11 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	OFF-SITE BACKUP STORAGE	182.68 ✓	.00	
12005	SAWYER, BRIAN	OCT23	0	MILEAGE REIMB; OCT 2023	22.40 ✓	.00	
13857	SRSD CONSULTING LLC	459A0351-0001	0	CONSULTING - ELI ASSESSMENT	200.00 ✓	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					712.17	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total MANAGER:					4,476.15	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	LUNCH MEETING SUPPLIES	34.82 ✓	.00	
Total 10.513.00.202 TRAINING & CONFERENCES:					34.82	.00	
10.513.00.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PUBLIC SALARY ANNUAL RENEWAL	390.00 ✓	.00	
8088	ROCK VALLEY PUBLISHING LLC	445939	0	LEGAL RE;CY2022 TREASURERS REPORT	630.00 ✓	.00	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:					1,020.00	.00	
10.513.00.303 DUES & PUBLICATIONS							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	IPELRA ANNUAL MEMBERSHIP	76.67 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SHRM ANNUAL MEMBERSHIP	244.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	HRCI RENEWAL	269.00 ✓	.00	
Total 10.513.00.303 DUES & PUBLICATIONS:					589.67	.00	
10.513.00.317 OFFICE SUPPLIES							
11355	AMERICAN PRINTING TECHNOLOGIES	3272	0	UTILITY SERVICE BILL FORM STOCK	1,844.25	1,844.25 ✓	11/01/2023
Total 10.513.00.317 OFFICE SUPPLIES:					1,844.25	1,844.25	
Total FINANCE:					3,488.74	1,844.25	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SBOC SEMINAR D ANDERSON	50.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SBOC SEMINAR M VOGT	50.00 ✓	.00	
Total 10.514.00.202 TRAINING & CONFERENCES:					100.00	.00	
10.514.00.270 MAINT OF OFFICE EQUIPMENT							
6269	KONICA MINOLTA BUSINESS	9009607849	0	COPY CHARGES OCT 2023	36.27 ✓	.00	
Total 10.514.00.270 MAINT OF OFFICE EQUIPMENT:					36.27	.00	
10.514.00.289 INSPECTORS FEES							
4659	ELEVATOR INSPECTION SVC CO INC	119262	0	ELEVATOR INSPECTIONS	50.00 ✓	.00	
Total 10.514.00.289 INSPECTORS FEES:					50.00	.00	
10.514.00.292 ENGINEERING SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	COMPREHENSIVE PLAN FACEBOOK AD	25.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	COMPREHENSIVE PLAN FACEBOOK AD	25.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	COMPREHENSIVE PLAN FACEBOOK AD	35.00 ✓	.00	
13816	HOUSEAL LAVIGNE ASSOCIATES	6666	0	COMP PLAN CONSULTING SERVICES	3,645.00 ✓	.00	
Total 10.514.00.292 ENGINEERING SERVICES:					3,730.00	.00	
10.514.00.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	220 N MICHIGAN GRASS CUT	315.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	NEW HIRE BACKGROUND CHECK	49.95 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	NEW HIRE BACKGROUND CHECK	.50 ✓	.00	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					365.45	.00	
Total COMMUNITY DEVELOPMENT:					4,281.72	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PENS	11.78	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	RUBBERBANDS, DESK ORGANIZERS	80.03	.00	
Total 10.515.00.317 OFFICE SUPPLIES:					91.81	.00	
Total CENTRAL SERVICES:					91.81	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0030170051 9/2023	0	21 W PLYMOUTH; 9/5-10/4/23	174.16 ✓	.00	
237	COMMONWEALTH EDISON CO	1043074121 9/2023	0	JACKSON POND; 9/18-10/17/23	23.59 ✓	.00	
237	COMMONWEALTH EDISON CO	9006703009 9/2023	0	SIREN; 9/1-10/3/23	31.88 ✓	.00	
237	COMMONWEALTH EDISON CO	9006734022 9/2023	0	106 S VILLA; 9/1-10/3/23	287.52 ✓	.00	
Total 10.516.00.219 UTILITY - ELECTRIC:					517.15	.00	
10.516.00.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	CORP PESTICIDE SERVICES	255.00 ✓	.00	
6259	MIDLAND PLUMBING & SEWER	9355	0	VH MAIN SEWER LINE 10/10/23	1,200.00 ✓	.00	
6259	MIDLAND PLUMBING & SEWER	9365	0	VH MAIN SEWER LINE	1,200.00 ✓	.00	
11582	P A CRIMSON FIRE RISK SERVICES	29374	0	42 W HOME FIRE SPRINKLER ANNUAL INSPECTI	415.00 ✓	.00	
11582	P A CRIMSON FIRE RISK SERVICES	29436	0	VH ANNUAL FIRE EXTINGUISHER CERTIFICATION	752.88 ✓	.00	
11582	P A CRIMSON FIRE RISK SERVICES	29437	0	42 W HOME ANNUAL FIRE EXTINGUISHER INSPE	360.40 ✓	.00	
11582	P A CRIMSON FIRE RISK SERVICES	29438	0	FLEET ANNUAL FIRE EXTINGUISHER INSPECTIO	286.26 ✓	.00	
11582	P A CRIMSON FIRE RISK SERVICES	29439	0	SIGN SHOP 20 W HOME ANNUAL FIRE EXTINGUI	199.41 ✓	.00	
11582	P A CRIMSON FIRE RISK SERVICES	29440	0	28 W HOME ANNUAL FIRE EXTINGUISHER CERTI	174.33 ✓	.00	
11582	P A CRIMSON FIRE RISK SERVICES	29441	0	PW FIRE EXTINGUISHER CERTIFICATIONS	171.76 ✓	.00	
11582	P A CRIMSON FIRE RISK SERVICES	29442	0	WATER CENTRAL ANNUAL FIRE EXTINGUISHERS	34.00 ✓	.00	
11582	P A CRIMSON FIRE RISK SERVICES	29443	0	35 W HOME GARAGE ANNUAL FIRE EXTINGUISH	38.00 ✓	.00	
11582	P A CRIMSON FIRE RISK SERVICES	29444	0	CHAMBER ANNUAL FIRE EXTINGUISHER CERTIFI	34.00 ✓	.00	
11582	P A CRIMSON FIRE RISK SERVICES	29446	0	JEFFERSON POOL ANNUAL FIRE EXTINGUISHER	102.88 ✓	.00	
11582	P A CRIMSON FIRE RISK SERVICES	29447	0	NORTH TERRACE PARK ANNUAL FIRE EXTINGUI	94.88 ✓	.00	
11582	P A CRIMSON FIRE RISK SERVICES	29449	0	DEPOT ANNUAL FIRE EXTINGUISHER CERTIFICA	34.00 ✓	.00	
11582	P A CRIMSON FIRE RISK SERVICES	29450	0	MUSEUM ANNUAL EXTINGUISHER CERTIFICATIO	94.88 ✓	.00	
11582	P A CRIMSON FIRE RISK SERVICES	29451	0	WET WEATHER FLOW TREATMENT ANNUAL EXTI	755.68 ✓	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					6,203.36	.00	
10.516.00.314 JANITORIAL SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	CORP JANITORIAL SUPPLIES	2,057.05 ✓	.00	
Total 10.516.00.314 JANITORIAL SUPPLIES:					2,057.05	.00	
10.516.00.315 BUILDING MAINT SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	LIGHTBULBS FOR SHOP	42.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	GLASS FOR CHAMBER DOOR	53.15 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SUPPLIES FOR CHAMBER DOOR REPAIRS	36.96 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PD DATA ROOM DOOR GRILL	19.31 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	BATTERIES FOR DOOR AT DEPOT	17.99 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10486	BMO HARRIS MASTERCARD	0703736-2309	0	EXTENSION CORDS AND LIGHTS	97.18 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	BATTERIES FOR VH URINALS	10.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SUMP PUMP	182.60 ✓	.00	
1068	VILLA PARK ELECTRIC SUPPLY CO	253174-00	0	STATION 81 LIGHTS	146.78 ✓	.00	
Total 10.516.00.315 BUILDING MAINT SUPPLIES:					606.96	.00	
10.516.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	WATER FILTERS	189.76 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	FIRE STATION SUPPLIES	35.98 ✓	.00	
Total 10.516.00.399 OTHER SUPPLIES:					225.74	.00	
Total BUILDINGS & GROUNDS:					9,610.26	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	8000258004 9/2023	0	METRA STN PARK LOT; 9/5-10/4/23	74.65 ✓	.00	
Total 10.517.00.219 UTILITY - ELECTRIC:					74.65	.00	
10.517.00.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	METRA PESTICIDE SERVICES	45.00 ✓	.00	
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:					45.00	.00	
Total COMMUTER PARKING LOT:					119.65	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PD 192 BATTERY CREDIT	288.00- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PD 149 A/C COMPRESSOR	378.44 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	STOCK OIL FILTERS	59.48 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PD 188 MOTOR MOUNT	118.67 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	FIRE 081 HEADLIGHT HARNESS	10.35 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PW 16 FOUR TIRES	774.32 -	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PD 149 TRANSMISSION LINE	298.52 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PW 43 HYDRAULIC MOTOR AND SPROCKET	1,082.90 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	FIRE E82 PURGE VALVE	55.19 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PD 188 MOTOR MOUNT CREDIT	118.67- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	STOCK LIGHT BULBS	13.20 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PD 197 FRONT END ALIGNMENT	68.95 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PW 43 SPROCKETS	314.80 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PW 43 CLUTCH REPLACEMENT	4,786.44 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PW 15 REPLACEMENT BUCKET	1,710.00 -	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	FIRE U 81 BATTERIES	285.90 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	STOCK WIPER BLADES ,18,22,26 INCH	710.24 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	CHIPPER #43 KEY SWITCH	35.95 ✓	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					10,296.68	.00	
10.518.00.322 HAND TOOLS							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	DIESEL EXHAUST FLUID	209.43 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	JUMPER WIRE SET	73.24 ✓	.00	
Total 10.518.00.322 HAND TOOLS:					282.67	.00	
10.518.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	BLUE TAPE, MULTI TOOL BLADES	49.91 ✓	.00	
Total 10.518.00.399 OTHER SUPPLIES:					49.91	.00	
Total GARAGE:					10,629.26	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.519.00.210 TELEPHONE							
12527	VOSKRESENSKI, VASSILI	AUG-OCT2023	0	PERS DEVICE PHONE REIMB; AUGUST 2023	24.99 ✓	.00	
12527	VOSKRESENSKI, VASSILI	AUG-OCT2023	0	USAGE REIMBURSEMENT; AUGUST 2023	24.99 ✓	.00	
12527	VOSKRESENSKI, VASSILI	AUG-OCT2023	0	USAGE REIMBURSEMENT; SEPTEMBER 2023	24.99 ✓	.00	
12527	VOSKRESENSKI, VASSILI	AUG-OCT2023	0	USAGE REIMBURSEMENT; OCTOBER 2023	24.99 ✓	.00	
12527	VOSKRESENSKI, VASSILI	AUG-OCT2023	0	PERS DEVICE PHONE REIMB; SEPTEMBER 2023	24.99 ✓	.00	
12527	VOSKRESENSKI, VASSILI	AUG-OCT2023	0	PERS DEVICE PHONE REIMB; OCTOBER 2023	24.99 ✓	.00	
Total 10.519.00.210 TELEPHONE:					149.94	.00	
10.519.00.303 DUES & PUBLICATIONS							
1219	ROTARY CLUB OF VILLA PARK	607	0	ROTARY DUES, LUNCHES FEB-JUNE 2023, INSTA	465.00 ✓	.00	
Total 10.519.00.303 DUES & PUBLICATIONS:					465.00	.00	
Total ENGINEERING:					614.94	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.202 TRAINING & CONFERENCES							
8061	BANASZEWSKI, BART	10262023	0	DEA CQB TRNG MEAL REIMBURSE-DET BANASZ	13.06 ✓	.00	
12667	BASTIAN, JOSEPH	10212023	0	ADVANCED SRO THREAT TRNG-MEAL REIMBURS	12.96 ✓	.00	
12667	BASTIAN, JOSEPH	10232023	0	JUVENILE COURT TRNG-OFC BASTIAN MEAL REI	13.47 ✓	.00	
6425	KRUPICZOWICZ, JAMES	REISSUE 12272201	0	TRAINING MEAL REIMBURSE-REPORTS APPROV	15.56 ✓	15.56	10/26/2023
6425	KRUPICZOWICZ, JAMES	REISSUE 12272201	0	MEALS REIMBURSE-TRNG-USE OF FORCE -SGT	38.88 ✓	38.88	10/26/2023
Total 10.520.01.202 TRAINING & CONFERENCES:					93.93	54.44	
10.520.01.210 TELEPHONE							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PD INTERNET&CABLE SVC SEPT 2023	42.16 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	8 PHONE CASES FOR NEW PHONES DETS	183.92 ✓	.00	
6298	VERIZON WIRELESS	9947258121	0	EMPL & SQUAD CELL SVC 9.20-10.19.23	1,135.29 ✓	.00	
Total 10.520.01.210 TELEPHONE:					1,361.37	.00	
10.520.01.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	NITRILE GLOVES FOR EVIDENCE PROCESSING-	124.16 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	NOTARY PUBLIC JOURNAL FOR A.JOHNSTON/RE	40.24 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	CREDIT BACK OF TAX FOR NOTARY JOURNAL/R	2.39 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	AA BATTERIES FOR PD	19.79 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PRIORITY MAIL DOCS TO ATTORNEY & IL SOS	19.30 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PRIORITY MAIL OF LICENSE PLATES TO RIGHTF	9.95 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	TONER CARTRIDGE FOR OFFICERS REPT WRIT	78.21 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PAPER-RECORDS COPIER(VH PAPER JAMS COPI	98.97 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	REPLACEMENT BATTERIES FOR EVIDENCE CAM	65.56 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	MAIL ASSET FORFEITURE DOCS TO ISP, MAIL DE	19.30 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	LEGAL PADS FOR ADMIN OFC	34.10 ✓	.00	
12163	GLENBARD SECURITY INC	1002-F1	0	2 STREAMLIGHTS FOR SQUAD CARS	280.00 ✓	.00	
7356	JG UNIFORMS INC	122583	0	BULLETPROOF VEST & COVER -OFC TEMESVAR	1,155.00 ✓	.00	
10577	SHAUGHNESSY, KEVIN W	0726-1	0	BACKGROUND CHECK PT POLICE CANDIDATE	240.00 ✓	.00	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:					2,182.19	.00	
10.520.01.303 DUES & PUBLICATIONS							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	2024 IAPEM MEMBERSHIP RENEW-EVIDENCETE	35.00 ✓	.00	
11628	ILLINOIS LEAP	10242023	0	2024 MEMBERSHIP RENEWAL;D. PACENTI	75.00 ✓	.00	
Total 10.520.01.303 DUES & PUBLICATIONS:					110.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	FOOD FOR OFFICERS & FIREFIGHTERS ON SCE	136.33 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PRISONER MEALS-CARD RELOAD	15.00 ✓	.00	
Total 10.520.01.399 OTHER SUPPLIES:					151.33	.00	
10.520.08.281 RENTAL OF EQUIPMENT							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SEPT& OCT WATER/FILTRATION RENTAL	44.00 ✓	.00	
Total 10.520.08.281 RENTAL OF EQUIPMENT:					44.00	.00	
10.520.08.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	DET BACKGRND CK SVCS AUGUST 2023	133.80 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	CREDIT CK FOR INVESTIGATIONS-AUG-SEPT 202	30.90 ✓	.00	
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:					164.70	.00	
10.520.09.299 OTHER CONTRACTUAL SERVICES							
7036	BEST TECHNOLOGY SYSTEMS INC	BTL-23013-2	0	RANGE BULLET TRAP INSPECT/CLEAN,INSTALL	4,279.10 ✓	.00	
12163	GLENBARD SECURITY INC	1004-F1	0	100 BREAST CANCER PD ARM PATCHES	180.00 ✓	.00	
13825	THE EAGLE UNIFORM COMPANY INC	INV-17984	0	BULLETPROOF VEST CARRIER FOR OFC BASTIA	289.00 ✓	.00	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					4,748.10	.00	
10.520.09.301 UNIFORMS							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	FUNERAL BUNTINGS CLEANING--L. CONFORTI M	60.00 ✓	.00	
Total 10.520.09.301 UNIFORMS:					60.00	.00	
10.520.09.320 K-9							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	ALLERGY MEDICATIONS FOR K9 LUKE	75.50 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	K9 LUKE-ANNUAL EXAM,VACCINATIONS,HEARTW	703.72 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	BOARDING CHARGES FOR K9 LUKE	565.00 ✓	.00	
Total 10.520.09.320 K-9:					1,344.22	.00	
10.520.09.333 RANGE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	ULTRASONIC CLEANER FOR RANGE	89.99 ✓	.00	
782	O'HERRON CO INC, RAY	2304167	0	AMMUNITION FOR RANGE	771.70 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 10.520.09.333 RANGE SUPPLIES:					861.69	.00	
Total POLICE:					11,121.53	54.44	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	CHARGE TO BE REFUNDED	19.18 ✓	.00	
Total 10.521.01.202 TRAINING & CONFERENCES:					19.18	.00	
10.521.01.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	MNTHLY CHR- (7) IPADS, (11) MDT AIR LINKS	487.07 ~	.00	
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:					487.07	.00	
10.521.01.314 JANITORIAL SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	EMS CLEANING SUPPLIES	12.75 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PAPERGOODS	306.30 ✓	.00	
Total 10.521.01.314 JANITORIAL SUPPLIES:					319.05	.00	
10.521.01.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	TAB DIVIDERS,RING BINDERS	60.92 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	CR2032 COIN CELL BATTERIES	17.82 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	OFFICE CANDY AND DÉCOR	44.64 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	LAMINATING SHEETS AND COILS	40.55 ✓	.00	
Total 10.521.01.317 OFFICE SUPPLIES:					163.93	.00	
10.521.01.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PATRIOT DAY REFRESHMENTS	147.83 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	REFRESHMENTS FOR SWEARING IN	51.97 ✓	.00	
Total 10.521.01.399 OTHER SUPPLIES:					199.80	.00	
10.521.21.311 PROGRAM SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	OPEN HOUSE-BOUNCE HOUSE DEPO	50.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	OPEN HOUSE-SLUSHIE MACHINE AND MIX	221.77 ✓	.00	
Total 10.521.21.311 PROGRAM SUPPLIES:					271.77	.00	
10.521.22.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	TCCC SESSION FOR CLAIRARDIN	333.13 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	FIRE APPARATUS SESSION FOR LATELLE	768.75 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	TCCC SESSION FOR LT.REPOSH	333.13 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	TECC SESSION FOR LT.GUTZMER	333.13 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10486	BMO HARRIS MASTERCARD	0703736-2309	0	MACHINERY RESCUE COURSE, GONZALEZ	418.70 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	MACHINERY RESCUE COURSE, PIETA	418.70 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	UNMANNED AIRCRAFT EXAM, CLAIRARDIN	175.00 ✓	.00	
Total 10.521.22.202 TRAINING & CONFERENCES:					2,780.54	.00	
Total FIRE:					4,241.34	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	BATTERY PACK, MCGRATH MAC LARYNGOSCOPE	56.86 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	TEN DUFFEL BAGS FOR EQUIPMENT	229.20 ✓	.00	
Total 10.523.02.399 OTHER SUPPLIES:					286.06	.00	
Total AMBULANCE/PARAMEDIC:					286.06	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.524.02.299 OTHER CONTRACTUAL SERVICES							
13205	KUUSAKOSKI US LLC	A-11610	0	ELECTRONIC RECYCLING	1,133.23	.00	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:					1,133.23	.00	
Total GARBAGE:					1,133.23	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.261 INSURANCE CLAIM LOSSES							
4855	WRECK ROOM INC, THE	28979	0	PW#13 REPAIRS	3,975.24 ✓	.00	
Total 10.525.01.261 INSURANCE CLAIM LOSSES:					3,975.24	.00	
10.525.25.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0179073093 9/2023	0	889 W NO STREETLGHTS; 9/5-10/4/23	59.36 ✓	.00	
237	COMMONWEALTH EDISON CO	0969040060 9/2023	0	TRAFFIC SIGNALS; 9/6-10/5/23	495.36 ✓	.00	
237	COMMONWEALTH EDISON CO	3779053023 9/2023	0	STREETLIGHTS 2; 9/1-10/3/23	51.04 ✓	.00	
237	COMMONWEALTH EDISON CO	5763147089 9/2023	0	STREETLIGHTS 1; 8/29-9/28/23	108.73 ✓	.00	
Total 10.525.25.219 UTILITY - ELECTRIC:					714.49	.00	
10.525.25.395 STREET SIGN MATERIALS							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	250 "NO PARKING" SIGNS	502.50 ✓	.00	
Total 10.525.25.395 STREET SIGN MATERIALS:					502.50	.00	
10.525.27.285 DISPOSAL EXPENSE							
267	APPLIED GEOSCIENCE INC	102723-1	0	729 N ARDMORE ENVIRONMENTAL ENG SRVCS	3,600.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	STUMP GRINDINGS	352.00 ✓	.00	
Total 10.525.27.285 DISPOSAL EXPENSE:					3,952.00	.00	
10.525.27.342 ASPHALT MIX							
326	DUPAGE MATERIALS COMPANY LLC.	24105	0	FRAP 3/8 PLUS	376.60 ✓	.00	
Total 10.525.27.342 ASPHALT MIX:					376.60	.00	
10.525.27.399 OTHER SUPPLIES							
331	DUPAGE TOPSOIL INC	056203	0	10 WHLR PULV-CPU	535.00 ✓	.00	
847	PRO SAFETY INC	2/898760	0	GRAY SAFETY GLASSES, EAR PLUGS	58.90 ✓	.00	
Total 10.525.27.399 OTHER SUPPLIES:					593.90	.00	
10.525.28.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SAW PARTS	120.20 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	DEAD EYE LOOP 2/4X20 2 CHAIN	140.85 ✓	.00	
Total 10.525.28.399 OTHER SUPPLIES:					261.05	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total STREET:					10,375.78	.00	
Total CORPORATE FUND:					111,311.29	1,898.69	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
19.520.01.401 DUI TECHNOLOGY CAPITAL OUTLAY							
782	O'HERRON CO INC, RAY	2303611	0	BRACKETS,SPEAKERS,LIGHTS FOR NEW DET VE	219.82	.00	
782	O'HERRON CO INC, RAY	2303932	0	LIGHTS FOR GMC ACADIA (NEW DET VEHICLE)	285.00	.00	
Total 19.520.01.401 DUI TECHNOLOGY CAPITAL OUTLAY:					504.82	.00	
Total POLICE:					504.82	.00	
Total DUI TECHNOLOGY FUND:					504.82	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
26.502.01.299 OTHER CONTRACTUAL SERVICES							
7835	STORINO RAMELLO & DURKIN	89694	0	LEGAL SERVICE - NORTH ARDMORE (TIF 6)	1,907.95	.00	
Total 26.502.01.299 OTHER CONTRACTUAL SERVICES:					1,907.95	.00	
Total GENERAL:					1,907.95	.00	
Total TIF 6 FUND-NO ARDMORE/VERMONT:					1,907.95	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
27.502.01.299 OTHER CONTRACTUAL SERVICES							
13177	KENILWORTH TOWNHOMES LLC	RDA Year 2022	0	RDA 2022 YR PAYMENT	52,028.86 ✓	.00	
13177	KENILWORTH TOWNHOMES LLC	RDA YEAR 2023	0	RDA PAYMENT 2023 YR	68,917.55 ✓	.00	
Total 27.502.01.299 OTHER CONTRACTUAL SERVICES:					120,946.41	.00	
Total GENERAL:					120,946.41	.00	
Total TIF 5 FUND - KENILWORTH:					120,946.41	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
28.502.01.299 OTHER CONTRACTUAL SERVICES							
7835	STORINO RAMELLO & DURKIN	89692	0	LEGAL SERVICES ST CHARLES TIF SEPT 2023	832.55 ✓	.00	
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:					832.55	.00	
Total GENERAL:					832.55	.00	
Total TIF 4 FUND - ST. CHARLES RD:					832.55	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.210 TELEPHONE							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	CABLE BOX RENTAL ICC	8.46 ✓	.00	
Total 35.502.01.210 TELEPHONE:					8.46	.00	
35.502.01.291 BREWFEST							
10486	BMO HARRIS MASTERCARD	0703736-2309	35003	BUS TUBS FOR BREWFEST	163.96 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	35003	BUS TUBS FOR BREWFEST	168.95 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	35003	BREWFEST SUPPLIES	67.88 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	35003	RENTAL OF TENTS, TABLES, CHAIRS FOR BREW	2,801.15 ✓	.00	
Total 35.502.01.291 BREWFEST:					3,201.94	.00	
35.502.01.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PACKING TAPE, SHARPIES, POST-IT NOTES FOR	36.50 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	POST-IT NOTES FOR ICC	22.28 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	CARDSTOCK FOR POSTERS	28.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	CREDIT FOR OFF-BRAND POST-IT NOTES	8.88- ✓	.00	
Total 35.502.01.317 OFFICE SUPPLIES:					77.90	.00	
35.502.16.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	8668740009 9/2023	0	TENNIS CRTS; 8/31-10/2/23	238.82 ✓	.00	
Total 35.502.16.219 UTILITY - ELECTRIC:					238.82	.00	
35.502.16.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	REC PESTICIDE SERVICES	230.00 ✓	.00	
11582	P A CRIMSON FIRE RISK SERVICES	29435	0	ICC SEMI ANNUAL FIRE SUPPRESSION INSPECTI	269.50 ✓	.00	
11582	P A CRIMSON FIRE RISK SERVICES	29445	0	ICC ANNUAL FIRE EXTINGUISHER CERTIFICATIO	308.64 ✓	.00	
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:					808.14	.00	
35.502.16.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	BATTERIES FOR DOOR AT ICC	12.99 ✓	.00	
Total 35.502.16.399 OTHER SUPPLIES:					12.99	.00	
35.502.35.311 PROGRAM SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SUPPLIES-SENIOR PROGRAMS	50.91 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PIES-NATIONAL CHERRY PIE DAY	34.45 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10486	BMO HARRIS MASTERCARD	0703736-2309	0	LET'S DO LUNCH CARRYOUT 8/31	208.11 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	ONLINE FITNESS PLATFORM	15.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	LOCKS AND KEYS FOR STORAGE LOCKERS AT J	68.60 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	VOLLEYBALL SCORE FLIP CHARTS	166.70 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	TAX REFUND	12.35 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	COURT LINE MARKERS FOR PICKLEBALL	35.78 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	VOLLEYBALL NET ANTENNA	56.32 ✓	.00	
Total 35.502.35.311 PROGRAM SUPPLIES:					624.51	.00	
35.502.36.311 PROGRAM SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SUPPLIES-PRESCHOOL	13.58 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	DONUTS-DONUT BINGO 9/6	19.97 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	LET'S DO LUNCH CARRYOUT 9/7	163.83 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SUPPLIES-SEPTEMBER BIRTHDAY LUNCH	25.14 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SUPPLIES-SEPTEMBER BIRTHDAY LUNCH	81.44 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SUPPLIES-SEPTEMBER BIRTHDAY LUNCH	33.48 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	BINGO PRIZES	122.25 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	ADMISSION-CALLY LILY BUS TRIP	320.89 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	BINGO PRIZES	31.90 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SUPPLIES-SENIOR PROGRAMS	14.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SUPPLIES-BBQ BINGO	35.96 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	DONUTS-DONUT BINGO 9/20	24.96 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	LET'S DO LUNCH CARRYOUT 9/21	156.61 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SUPPLIES-NATIONAL DAY	13.63 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SUPPLIES-SENIOR PROGRAMS	39.82 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PICKLEBALL NETS FOR OPEN PICKLEBALL	1,084.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SOCCER REFEREE JERSEYS	159.92 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PRESCHOOL SUPPLIES	94.66 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PRESCHOOL SUPPLIES	17.29 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SCARECROW DECORATING CONTEST SUPPLIES	86.85 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PRESCHOOL SUPPLIES	33.57 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	35009	HOLIDAY TRAIN RIDE SUPPLIES	81.60 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PRESCHOOL SUPPLIES	218.58 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PRESCHOOL SUPPLIES	187.24 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PRESCHOOL SUPPLIES	38.54 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PRESCHOOL SUPPLIES	60.22 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PRESCHOOL SUPPLIES	147.17 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PRESCHOOL SUPPLIES	64.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	EXPLORING TODDLER SUPPLIES	33.45 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PRESCHOOL SUPPLIES	24.99 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PRESCHOOL CRAFT SUPPLIES	5.96	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	WATER FOR FIELD TRIP, HALLOWEEN SUPPLIES,	48.92	.00	
Total 35.502.36.311 PROGRAM SUPPLIES:					3,486.39	.00	
Total GENERAL:					8,459.15	.00	
Total RECREATION FUND:					8,459.15	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0603100125 9/2023	0	TWIN LAKES; 9/1-10/3/23	36.75 ✓	.00	
237	COMMONWEALTH EDISON CO	9006795007 9/2023	0	ROTARY PARK; 9/1-10/3/23	36.75 ✓	.00	
Total 36.502.01.219 UTILITY - ELECTRIC:					73.50	.00	
36.502.01.301 UNIFORMS							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PARKS STAFF WEAR	230.00 ✓	.00	
Total 36.502.01.301 UNIFORMS:					230.00	.00	
36.502.01.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PARKS OFFICE SUPPLIES	37.48 ✓	.00	
Total 36.502.01.317 OFFICE SUPPLIES:					37.48	.00	
36.502.02.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PARKS OFFICE WATER	107.21 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PARKS OFFICE WATER	45.11 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PARKS OFFICE WATER	44.07 ✓	.00	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:					196.39	.00	
36.502.02.304 GROUNDS SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	MULCH FOR TWIN LAKES	82.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	ICE RINK	1,128.22 ✓	.00	
Total 36.502.02.304 GROUNDS SUPPLIES:					1,210.22	.00	
36.502.02.305 TURF SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SEED/FERTILIZER HIGHBRIDGE	1,305.52 ✓	.00	
Total 36.502.02.305 TURF SUPPLIES:					1,305.52	.00	
36.502.02.319 ATHLETIC FIELD MATERIALS							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	MARKING PAINT	19.98 ✓	.00	
Total 36.502.02.319 ATHLETIC FIELD MATERIALS:					19.98	.00	
36.502.02.325 GENERAL EQUIPMENT PARTS							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	POWER WASHER PARTS	37.97 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10486	BMO HARRIS MASTERCARD	0703736-2309	0	POST POUNDER	1,024.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	TRACTOR PARTS	3.23 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	TRACTOR PARTS	31.17 ✓	.00	
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:					1,097.35	.00	
36.502.02.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PROPANE FOR THURSDAY CONCERTS	53.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	KEYS FOR GARBAGE CANS	11.16 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	DOG WASTE BAGS (DOGGIE MITT'NS)	239.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PADLOCK FOR TRAILER	19.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PLYWOOD FOR FUN COMMISSION	45.55 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	TIE DOWNS FOR TRAILER	19.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	CLEANING SUPPLIES	19.17 ✓	.00	
Total 36.502.02.399 OTHER SUPPLIES:					409.82	.00	
Total GENERAL:					4,580.26	.00	
Total PARKS FUND:					4,580.26	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	7748424005 9/2023	0	JEFF POOL; 9/5-10/4/23	324.03 ✓	.00	
Total 41.502.01.219 UTILITY - ELECTRIC:					324.03	.00	
41.502.03.325 GENERAL EQUIPMENT PARTS							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SHEET METAL POOL HEATER	31.63 ✓	.00	
Total 41.502.03.325 GENERAL EQUIPMENT PARTS:					31.63	.00	
Total GENERAL:					355.66	.00	
Total SWIMMING POOL FUND:					355.66	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	SMARTSHEET MONTHLY SUBSCRIPTION - SEPTE	19.00 ✓	.00	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:					19.00	.00	
60.502.02.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	CONSTRUCTION SUPPLIES	139.54 ✓	.00	
Total 60.502.02.399 OTHER SUPPLIES:					139.54	.00	
60.502.03.292 ENGINEERING SERVICES							
10841	BURKE ENGINEERING LTD, CHRISTOPH	185747	0	MICHIGAN & VERMONT PROJECT PHASE II ENGI	55.02 ✓	.00	
5728	CIVILTECH ENGINEERING INC	52892	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	11,195.41 ✓	.00	
5728	CIVILTECH ENGINEERING INC	53021	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	4,387.29 ✓	.00	
5728	CIVILTECH ENGINEERING INC	53084	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	1,123.74 ✓	.00	
12917	STRAND ASSOCIATES INC.	0200807	0	BIERMANN & MYRTLE IMPROVEMENT PROJECT	2,501.35 ✓	.00	
Total 60.502.03.292 ENGINEERING SERVICES:					19,262.81	.00	
60.502.10.292 ENGINEERING SERVICES							
13772	CDM SMITH INC	90186358	0	RAILROAD GRADE SEPARATION FEASIBILITY ST	11,639.41 ✓	.00	
5728	CIVILTECH ENGINEERING INC	52973	0	VILLA AVENUE IMPROVEMENT PROJECT PHASE I	542.02 ✓	.00	
5728	CIVILTECH ENGINEERING INC	53097	0	VILLA AVENUE IMPROVEMENT PROJECT PHASE I	1,962.45 ✓	.00	
950	SOIL & MATERIAL CONSULTANTS	49391	0	MICHIGAN & VERMONT PROJECT MATERIAL TES	2,120.63 ✓	.00	
950	SOIL & MATERIAL CONSULTANTS	49505	0	REBUILD IL PROJECT 2023 MATERIAL TESTING	747.50 ✓	.00	
950	SOIL & MATERIAL CONSULTANTS	49515	0	MICHIGAN & VERMONT PROJECT MATERIAL TES	1,605.00 ✓	.00	
12917	STRAND ASSOCIATES INC.	0201559	0	REBUILD ILLINOIS RESURFACING 2023 CONSTR	2,963.46 ✓	.00	
12917	STRAND ASSOCIATES INC.	0203122	0	REBUILD ILLINOIS RESURFACING 2023 CONSTR	31,985.57 ✓	.00	
1476	TRANSYSTEMS CORPORATION	03-4205844	0	PHASE I VILLA AVENUE BRIDGE IMPROVEMENT	20,309.16 ✓	.00	
1476	TRANSYSTEMS CORPORATION	04-4234477	0	PHASE I VILLA AVENUE BRIDGE IMPROVEMENT	26,137.04 ✓	.00	
1476	TRANSYSTEMS CORPORATION	INV-0004205907	0	REBUILD IL PROJECT DESIGN	7,221.28 ✓	.00	
1476	TRANSYSTEMS CORPORATION	INV-0004205943	0	REBUILD IL RESURFACING PROJECT SUPPLEME	3,801.31 ✓	.00	
1476	TRANSYSTEMS CORPORATION	INV-0004231397	0	REBUILD IL PROJECT DESIGN	900.45 ✓	.00	
1476	TRANSYSTEMS CORPORATION	INV-0004261810	0	REBUILD IL PROJECT DESIGN	1,096.17 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0723163	0	MICHIGAN AND VERMONT PHASE III ENGINEERI	7,923.95 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0823137	0	MICHIGAN AND VERMONT PHASE III ENGINEERI	11,904.75 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0823405	0	VILLA AVENUE BRIDGE PROJECT STORMWATER	752.06 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0923563	0	MICHIGAN AND VERMONT PHASE III ENGINEERI	14,927.74 ✓	.00	
Total 60.502.10.292 ENGINEERING SERVICES:					148,539.95	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.10.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	TEMPORARY PEDESTRIAN CURB RAMPS	747.85	.00	
Total 60.502.10.299 OTHER CONTRACTUAL SERVICES:					747.85	.00	
Total GENERAL:					168,709.15	.00	
Total STREET IMPROVEMENT FUND:					168,709.15	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PW 97 LIGHT BAR MOUNT	569.84 ✓	.00	
Total 65.502.02.401 CAPITAL OUTLAY:					569.84	.00	
65.502.02.402 NON-CAPITAL OUTLAY							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	KIT,RAPID RESPONSE RED-RTF	3,061.44 ✓	.00	
Total 65.502.02.402 NON-CAPITAL OUTLAY:					3,061.44	.00	
Total GENERAL:					3,631.28	.00	
Total EQUIPMENT REPLACEMENT FUND:					3,631.28	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.401 CAPITAL OUTLAY							
5862	AQUA PURE ENTERPRISES INC	147325-IN	0	PROMINENT DCM300 CONTROLLER COMPLETE	9,028.56 ✓	.00	
12558	WILLIAMS ARCHITECTS	22057	0	LIONS REC SEP'23 BIDDING/NEGOTIATIONS, INT	235,645.03 ✓	.00	
Total 67.502.02.401 CAPITAL OUTLAY:					244,673.59	.00	
67.502.02.402 NON-CAPITAL OUTLAY							
13574	FLOOR COVERINGS INTERNATIONAL	PN702263	0	DOWN PAYMENT FLOORING REPLACEMENT IN P	4,342.97	4,342.97 ✓	11/01/2023
13574	FLOOR COVERINGS INTERNATIONAL	PN705966	0	DOWN PAYMENT FLOORING REPLACEMENT AT P	6,276.81	6,276.81 ✓	11/01/2023
Total 67.502.02.402 NON-CAPITAL OUTLAY:					10,619.78	10,619.78	
Total GENERAL:					255,293.37	10,619.78	
Total BUILDING IMPROVEMENTS FUND:					255,293.37	10,619.78	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
68.502.02.292 ENGINEERING SERVICES							
8965	V3 COMPANIES OF ILLINOIS	0823404	0	PERMITTING; VILLA N 1033 (ODEUM)	873.30 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0823406	0	PERMITTING; MADISON E 0721	205.23 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0923535	0	PERMITTING; MADISON E 0721	384.43 ✓	.00	
Total 68.502.02.292 ENGINEERING SERVICES:					1,462.96	.00	
68.502.02.299 OTHER CONTRACTUAL SERVICES							
8965	V3 COMPANIES OF ILLINOIS	0623597	0	SOUTH MONTEREY AVENUE GREEN INFRASTRU	1,200.00 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0623598	0	TERRACE-DOUGLAS DETENTION FACILITY 2023	500.00 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0723368	0	SOUTH MONTEREY AVENUE GREEN INFRASTRU	742.50 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0723369	0	TERRACE-DOUGLAS DETENTION FACILITY 2023	825.00 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0823249	0	SOUTH MONTEREY AVENUE GREEN INFRASTRU	742.50 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0823250	0	TERRACE-DOUGLAS DETENTION FACILITY 2023	825.00 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0923114	0	SOUTH MONTEREY AVENUE GREEN INFRASTRU	3,772.50 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	923112	0	TWIN LAKES NATIVE AREA MAINTENANCE - 2023	2,690.20 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	923115	0	TWIN LAKES NATIVE AREA MAINTENANCE - 2023	4,890.00 ✓	.00	
Total 68.502.02.299 OTHER CONTRACTUAL SERVICES:					16,187.70	.00	
68.502.10.292 ENGINEERING SERVICES							
8965	V3 COMPANIES OF ILLINOIS	0723162	0	JACKSON POND EXPANSION PROJECT PHASE III	7,690.44 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0723750	0	JACKSON POND DESIGN ENGINEERING	19,934.14 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0823136	0	JACKSON POND EXPANSION PROJECT PHASE III	8,731.88 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0923005	0	JACKSON POND DESIGN ENGINEERING	3,849.35 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0923562	0	JACKSON POND EXPANSION PROJECT PHASE III	9,098.19 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0923694	0	JACKSON POND DESIGN ENGINEERING	282.21 ✓	.00	
Total 68.502.10.292 ENGINEERING SERVICES:					49,586.21	.00	
Total GENERAL:					67,236.87	.00	
Total STORMWATER BUYOUT FUND:					67,236.87	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.317 OFFICE SUPPLIES							
851	QUILL CORPORATION	35036985	0	COLORX WIPES, COMPRESSED AIR, POST IT NO	148.35 ✓	.00	
Total 82.502.01.317 OFFICE SUPPLIES:					148.35	.00	
82.502.01.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	UPS BATTERY	63.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	DELL POWER SUPPLY	18.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	CREDIT FOR 2 1000' BOXES CAT-6 WIRE	359.24- ✓	.00	
Total 82.502.01.399 OTHER SUPPLIES:					277.25-	.00	
82.502.02.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0005158074 9/2023	0	520 N PRINCETON; 9/6-10/5/23	63.56 ✓	.00	
237	COMMONWEALTH EDISON CO	0233060038 9/2023	0	CENTRAL PUMPING STN; 9/6-10/5/23	158.63 ✓	.00	
237	COMMONWEALTH EDISON CO	6152211004 9/2023	0	WTR/SWR; 9/1-10/3/23	166.74 ✓	.00	
237	COMMONWEALTH EDISON CO	6667072019 9/2023	0	WELL #2; 9/1-10/3/23	23.59 ✓	.00	
Total 82.502.02.219 UTILITY - ELECTRIC:					412.52	.00	
82.502.02.292 ENGINEERING SERVICES							
10841	BURKE ENGINEERING LTD, CHRISTOPH	185747	0	MICHIGAN & VERMONT PROJECT PHASE II ENGI	65.98 ✓	.00	
5728	CIVILTECH ENGINEERING INC	52892	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	1,832.27 ✓	.00	
5728	CIVILTECH ENGINEERING INC	53021	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	718.04 ✓	.00	
5728	CIVILTECH ENGINEERING INC	53084	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	183.91 ✓	.00	
12917	STRAND ASSOCIATES INC.	0200807	0	BIERMANN & MYRTLE IMPROVEMENT PROJECT	2,289.69 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0723163	0	MICHIGAN AND VERMONT PHASE III ENGINEERI	12,346.61 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0823137	0	MICHIGAN AND VERMONT PHASE III ENGINEERI	18,549.26 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0923563	0	MICHIGAN AND VERMONT PHASE III ENGINEERI	23,259.50 ✓	.00	
Total 82.502.02.292 ENGINEERING SERVICES:					59,245.26	.00	
82.502.02.299 OTHER CONTRACTUAL SERVICES							
13002	PRECISE MRM LLC	200-1045223	0	AUTOMATIC VEHICLE LOCATION (AVL) MONTHLY	530.00 ✓	.00	
13002	PRECISE MRM LLC	IN200-1044716	0	AUTOMATIC VEHICLE LOCATION (AVL) MONTHLY	530.00 ✓	.00	
Total 82.502.02.299 OTHER CONTRACTUAL SERVICES:					1,060.00	.00	
82.502.02.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	TAPE, BROOM	85.96 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	PLUGS	42.60 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10486	BMO HARRIS MASTERCARD	0703736-2309	0	1000 UR CONNECTOR	197.97	✓ .00	
Total 82.502.02.399 OTHER SUPPLIES:					326.53	.00	
Total GENERAL:					60,915.41	.00	
Total WATER SUPPLY FUND:					60,915.41	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	COAX SPLICE ADAPTERS	15.06 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	WIRE MOLD SUPPLIES	88.53 ✓	.00	
Total 83.502.01.399 OTHER SUPPLIES:					103.59	.00	
83.502.02.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0007134036 9/2023	0	WESTLANDS LIFT STN; 9/6-10/5/23	41.31 —	.00	
237	COMMONWEALTH EDISON CO	0045126092 9/2023	0	NORTH & YALE; 9/22-10/23/23	116.10 —	.00	
237	COMMONWEALTH EDISON CO	0051086116 9/2023	0	900 N VILLA; 9/22-10/23/23	280.04 ✓	.00	
237	COMMONWEALTH EDISON CO	0063015145 9/2023	0	S VILLA LIFT STN; 9/6-10/5/23	542.92 —	.00	
237	COMMONWEALTH EDISON CO	0375103058 9/2023	0	RT 83 LIFT STN; 9/6-10/5/23	37.58 ✓	.00	
237	COMMONWEALTH EDISON CO	0474090018 9/2023	0	YALE/RIDGE LIFT STN; 9/6-10/5/23	91.13 ✓	.00	
Total 83.502.02.219 UTILITY - ELECTRIC:					1,109.08	.00	
83.502.02.292 ENGINEERING SERVICES							
5728	CIVILTECH ENGINEERING INC	52892	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	1,886.87 ✓	.00	
5728	CIVILTECH ENGINEERING INC	53021	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	739.43 ✓	.00	
5728	CIVILTECH ENGINEERING INC	53084	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	189.39 ✓	.00	
6007	RJN GROUP INC	38270101	0	2023 SANITARY SEWER MASTER PLAN UPDATE	5,077.50 ✓	.00	
6007	RJN GROUP INC	38270102	0	2023 SANITARY SEWER MASTER PLAN UPDATE	4,622.50 ✓	.00	
12917	STRAND ASSOCIATES INC.	0200807	0	BIERMANN & MYRTLE IMPROVEMENT PROJECT	153.93 ✓	.00	
Total 83.502.02.292 ENGINEERING SERVICES:					12,669.62	.00	
83.502.02.299 OTHER CONTRACTUAL SERVICES							
13002	PRECISE MRM LLC	200-1045223	0	AUTOMATIC VEHICLE LOCATION (AVL) MONTHLY	530.00 ✓	.00	
13002	PRECISE MRM LLC	IN200-1044716	0	AUTOMATIC VEHICLE LOCATION (AVL) MONTHLY	530.00 ✓	.00	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:					1,060.00	.00	
83.502.02.344 CONCRETE - REDI MIX							
1110	WESTMORE SUPPLY CO	R112970	0	3 YDS OF CEMENT	944.25 ✓	.00	
1110	WESTMORE SUPPLY CO	R114343	0	3 YDS OF CEMENT 717 S CORNELL	718.25 ✓	.00	
1110	WESTMORE SUPPLY CO	R114412	0	5 YDS CEMENT 820 S WISCONSIN / 40 FT REBA	1,009.00 ✓	.00	
Total 83.502.02.344 CONCRETE - REDI MIX:					2,671.50	.00	
83.502.02.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2309	0	TRACING DYE	109.89 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10486	BMO HARRIS MASTERCARD	0703736-2309	0	HOSE CLAMP FOR PLANT	62.13 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	CAP/PLUG	18.18 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	CLOTH, CUTTING WHEEL, BATTERIES	39.16 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2309	0	ELECTRIC WIRE TIRES, TAPE	36.97 ✓	.00	
Total 83.502.02.399 OTHER SUPPLIES:					266.33	.00	
83.502.04.292 ENGINEERING SERVICES							
5728	CIVILTECH ENGINEERING INC	52892	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	10,063.29 ✓	.00	
5728	CIVILTECH ENGINEERING INC	53021	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	3,943.63 ✓	.00	
5728	CIVILTECH ENGINEERING INC	53084	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	1,010.10 ✓	.00	
Total 83.502.04.292 ENGINEERING SERVICES:					15,017.02	.00	
Total GENERAL:					32,897.14	.00	
Total WASTEWATER FUND:					32,897.14	.00	
Grand Totals:					837,581.31	12,518.47	

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>111,311.29</u>
DUI TECHNOLOGY FUND	
Total DUI TECHNOLOGY FUND:	<u>504.82</u>
TIF 6 FUND-NO ARDMORE/VERMONT	
Total TIF 6 FUND-NO ARDMORE/VERMONT:	<u>1,907.95</u>
TIF 5 FUND - KENILWORTH	
Total TIF 5 FUND - KENILWORTH:	<u>120,946.41</u>
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	<u>832.55</u>
RECREATION FUND	
Total RECREATION FUND:	<u>8,459.15</u>
PARKS FUND	
Total PARKS FUND:	<u>4,580.26</u>
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	<u>355.66</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>168,709.15</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>3,631.28</u>
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	<u>255,293.37</u>

	<u>Amount Paid</u>
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	<u>67,236.87</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>60,915.41</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>32,897.14</u>
Grand Totals:	<u><u>837,581.31</u></u>

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE

11/2/23

APPROVED BY




Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "WF1106","1026 INT","1101 INT"



MEMORANDUM

TO: Village Board of Trustees

FROM: Matthew Harline, Village Manager

DATE: November 13, 2023

SUBJECT: Approving a Resolution authorizing the Village Manager to execute a Memorandum of Understanding Between the Village of Villa Park and the Illinois Fraternal Order of Police Labor Council (Patrol Officers) Extending President's Day Holiday for Employees Covered Under Collective Bargaining Agreement for Calendar Years 2024 and 2025.

RECOMMENDED ACTION:

Staff recommends approval of the Resolution authorizing the Village Manager to execute a Memorandum of Understanding that adds the President's Day Holiday for each year through the end of the current Collective Bargaining Agreement (CBA) that expires April 30, 2025.

BACKGROUND:

This is the second year that the Village has added the President's Day holiday. Last year three of the four collective bargaining units (CBUs) entered into an MOU with the Village to add President's Day as a holiday in 2023. The Village adopted a new CBA with IAFF in April of this year and it included President's Day for the remainder of the agreement that expires April 30, 2026. Adding a holiday was a request that was mentioned both informally and in the employee survey.

DISCUSSION:

Because each of the four collective bargaining agreements specifies the holidays for their members, an MOU is required to give the members of each CBA the added holiday.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF VILLA PARK
AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (PATROL OFFICERS)**

WHEREAS, on September 25, 2023, the Village of Villa Park Board of Trustees approved a resolution establishing the 2024 meeting dates and Village holiday schedule which included establishing President's Day as a Village holiday in 2024 for employees not covered by a collective bargaining agreement; and

WHEREAS, in the opinion of the majority of the corporate authorities of the Village of Villa Park ("Village"), it is advisable, necessary and in the public interest that the Village enter into a memorandum of understanding with the Illinois Fraternal Order of Police (for Patrol Officers) in order to extend the President's Day holiday for employees covered under the collective bargaining agreement for calendar years 2024 and 2025.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: That the *Memorandum of Understanding Village of Villa Park and the Illinois Fraternal Order of Police* ("MOU"), attached hereto as Exhibit "A", is hereby approved and the Village Manager is hereby authorized to execute the MOU.

Section 3: This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

PASSED AND APPROVED THIS 13TH DAY OF NOVEMBER, 2023

VILLAGE OF VILLA PARK

Nick Cuzzone, Village President

ATTEST:

Hosanna Korynecky, Village Clerk

ADOPTED this 13th DAY OF NOVEMBER, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Resolution No. _____

EXHIBIT A

*Memorandum of Understanding Village of Villa Park and the Illinois Fraternal Order of Police
Labor Council (Patrol Officers)*

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Village of Villa Park ("Village") and the Illinois Fraternal Order of Police, Labor Council ("Union").

WHEREAS, the parties entered into a collective bargaining agreement covering the period of May 1, 2021 to April 30, 2025; and

WHEREAS, on September 25, 2023, the Village of Villa Park Board of Trustees approved a resolution establishing the 2024 meeting date and Village holiday schedule which included establishing President's Day as a Village holiday in 2024;

WHEREAS, the Village would like to extend the President's Day holiday for employees covered under the collective bargaining agreement for calendar year 2025;

NOW, THEREFORE, the Village and the Union agree as follows:

1. Paid Holidays in Calendar Year 2024 and 2025. The Village and the Union agree that President's Day (February 19, 2024 and February 17, 2025) will be considered a paid holiday, and treated as described in Article VII Holidays, of the CBA referred to above, for eligible full-time employees covered under the collective bargaining agreement. This Memorandum of Understanding applies only to calendar year 2024 and 2025, and any extension of the Memorandum of Understanding in future years must be mutually agreed to in a separate document between the Village and the Union.
2. The Village and the Union further agree that this Memorandum of Understanding shall not be considered part of the current collective bargaining agreement between the Village and the Union, nor shall it be considered an amendment to said agreement, nor shall it constitute a precedent or a change in the status quo ante.
3. The Village and the Union further agree that all remaining provisions of the May 1, 2021 to April 30, 2025, CBA shall remain in full force and effect.

IN WITNESS WHEREOF, the Village and the Union have executed this Memorandum of Understanding on the dates set forth hereinafter.

VILLAGE OF VILLA PARK

ILLINOIS FRATERNAL ORDER OF
POLICE, LABOR COUNCIL

Matthew Harline
Village Manager

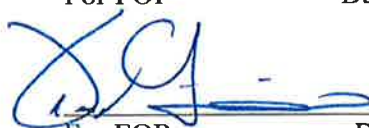
Date

For the Village

Date


For FOP

10-31-23
Date


For FOP

10-31-23
Date



MEMORANDUM

TO: Village Board of Trustees

FROM: Matthew Harline, Village Manager

DATE: November 13, 2023

SUBJECT: Approving a Resolution authorizing the Village Manager to execute a Memorandum of Understanding Between the Village of Villa Park and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local 964 Extending President's Day Holiday for Employees Covered Under Collective Bargaining Agreement for Calendar Years 2024, 2025, and 2026.

RECOMMENDED ACTION:

Staff recommends approval of the Resolution authorizing the Village Manager to execute a Memorandum of Understanding that extends the President's Day Holiday through the end of the current Collective Bargaining Agreement that expires April 30, 2026.

BACKGROUND:

This is the second year that the Village has added the President's Day holiday. Last year, three of the four collective bargaining units (CBUs) entered into an MOU with the Village to add President's Day as a holiday in 2023. The Village adopted a new CBA with IAFF in April of this year and it included President's Day for the remainder of the agreement that expires April 30, 2026. Adding a holiday was a request that was mentioned both informally and in the employee survey.

DISCUSSION:

Because each of the four collective bargaining agreements specifies the holidays for their members, an MOU is required to give the members of each CBA the added holiday.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF VILLA PARK
AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (SERGEANT)**

WHEREAS, on September 25, 2023, the Village of Villa Park Board of Trustees approved a resolution establishing the 2024 meeting dates and Village holiday schedule which included establishing President's Day as a Village holiday in 2024 for employees not covered by a collective bargaining agreement; and

WHEREAS, in the opinion of the majority of the corporate authorities of the Village of Villa Park ("Village"), it is advisable, necessary and in the public interest that the Village enter into a memorandum of understanding with the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local 964 in order to extend the President's Day holiday for employees covered under the collective bargaining agreement for calendar years 2024, 2025 and 2026.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: That the *Memorandum of Understanding Village of Villa Park and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local 964* ("MOU"), attached hereto as Exhibit "A", is hereby approved and the Village Manager is hereby authorized to execute the MOU.

Section 3: This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

PASSED AND APPROVED THIS 13TH DAY OF NOVEMBER, 2023

VILLAGE OF VILLA PARK

ATTEST:

Nick Cuzzone, Village President

Hosanna Korynecky, Village Clerk

Resolution No. _____

ADOPTED this ____ DAY OF NOVEMBER 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Resolution No. _____

EXHIBIT A

*Memorandum of Understanding Village of Villa Park and the Illinois Fraternal Order of Police
Labor Council (Sergeant)*

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Village of Villa Park ("Village") and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local 964 ("Union").

WHEREAS, the parties entered into a collective bargaining agreement covering the period of May 1, 2022 to April 30, 2026; and

WHEREAS, on September 25, 2023, the Village of Villa Park Board of Trustees approved a resolution establishing the 2024 meeting date and Village holiday schedule which included establishing President's Day as a Village holiday in 2024 for employees not covered by a collective bargaining agreement;

WHEREAS, the Village would like to extend the President's Day holiday for employees covered under the collective bargaining agreement for years 2024, 2025 and 2026;

NOW, THEREFORE, the Village and the Union agree as follows:

1. Paid Holidays in Calendar Year 2024, 2025 and 2026. The Village and the Union agree that President's Day (February 19, 2024, February 17, 2025, and February 16, 2026) will be considered a paid holiday, and treated as described in Article XIX, Holidays, of the CBA referred to above, for eligible full-time employees covered under the collective bargaining agreement. This Memorandum of Understanding applies only to calendar years 2024, 2025 and 2026, and any extension of this Memorandum of Understanding in future years must be mutually agreed to in a separate document between the Village and the Union.
2. The Village and Union further agree that this Memorandum of Understanding shall not be considered part of the current collective bargaining agreement between the Village and the Union, nor shall it be considered an amendment to said agreement, nor shall it constitute a precedent or a change in the status quo ante.
3. The Village and the Union further agree that all remaining provisions of the May 1, 2022 through April 30, 2026, CBA shall remain in full force and effect.

IN WITNESS WHEREOF, the Village and the Union have executed this Memorandum of Understanding on the dates set forth hereinafter.

VILLAGE OF VILLA PARK

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 31, AFL-CIO,
LOCAL 964

Matthew Harline
Village Manager

Date

For the Village

Date

For AFSCME

10/20/23

Date

For AFSCME

10/20/23

Date



MEMORANDUM

TO: Village Board of Trustees

FROM: Matthew Harline, Village Manager

DATE: November 13, 2023

SUBJECT: Approving a Resolution authorizing the Village Manager to execute a Memorandum of Understanding Between the Village of Villa Park and the Illinois Fraternal Order of Police Labor Council (Sergeants) Extending President's Day Holiday for Employees Covered Under Collective Bargaining Agreement for Calendar Years 2024 and 2025.

RECOMMENDED ACTION:

Staff recommends approval of the Resolution authorizing the Village Manager to execute a Memorandum of Understanding that extends the President's Day Holiday through the end of the current Collective Bargaining Agreement that expires April 30, 2025.

BACKGROUND:

This is the second year that the Village has added the President's Day holiday. Last year three of the four collective bargaining units (CBUs) entered into an MOU with the Village to add President's Day as a holiday in 2023. The Village adopted a new CBA with IAFF in April of this year and it included President's Day for the remainder of the agreement that expires April 30, 2026. Adding a holiday was a request that was mentioned both informally and in the employee survey.

DISCUSSION:

Because each of the four collective bargaining agreements specifies the holidays for their members, an MOU is required to give the members of each CBA the added holiday.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF VILLA PARK
AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (SERGEANT)**

WHEREAS, on September 25, 2023, the Village of Villa Park Board of Trustees approved a resolution establishing the 2024 meeting dates and Village holiday schedule which included establishing President's Day as a Village holiday in 2024 for employees not covered by a collective bargaining agreement; and

WHEREAS, in the opinion of the majority of the corporate authorities of the Village of Villa Park ("Village"), it is advisable, necessary and in the public interest that the Village enter into a memorandum of understanding with the Illinois Fraternal Order of Police (for Sergeants) in order to extend the President's Day holiday for employees covered under the collective bargaining agreement for calendar years 2024 and 2025.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: That the *Memorandum of Understanding Village of Villa Park and the Illinois Fraternal Order of Police* ("MOU"), attached hereto as Exhibit "A", is hereby approved and the Village Manager is hereby authorized to execute the MOU.

Section 3: This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

PASSED AND APPROVED THIS 13TH DAY OF NOVEMBER, 2023

VILLAGE OF VILLA PARK

Nick Cuzzone, Village President

ATTEST:

Hosanna Korynecky, Village Clerk

Resolution No. _____

ADOPTED this ____ DAY OF NOVEMBER 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Resolution No. _____

EXHIBIT A

*Memorandum of Understanding Village of Villa Park and the Illinois Fraternal Order of Police
Labor Council (Sergeant)*

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Village of Villa Park ("Village") and the Illinois Fraternal Order of Police Labor Council ("Union").

WHEREAS, the parties entered into a collective bargaining agreement covering the period of May 1, 2022 to April 30, 2025; and

WHEREAS, on September 25, 2023, the Village of Villa Park Board of Trustees approved a resolution establishing the 2024 meeting date and Village holiday schedule which included establishing President's Day as a Village holiday in 2024 for employees not covered by a collective bargaining agreement;

WHEREAS, the Village would like to extend the President's Day holiday for employees covered under the collective bargaining agreement for years 2024 and 2025;

NOW, THEREFORE, the Village and the Union agree as follows:

1. Paid Holidays in Calendar Year 2024 and 2025. The Village and the Union agree that President's Day (February 19, 2024 and February 17, 2025) will be considered a paid holiday, and treated as described in Article VII Holidays, of the CBA referred to above, for eligible full-time employees covered under the collective bargaining agreement. This Memorandum of Understanding applies only to calendar year 2024 and 2025, and any extension of the Memorandum of Understanding in future years must be mutually agreed to in a separate document between the Village and the Union.
2. The Village and the Union further agree that this Memorandum of Understanding shall not be considered part of the current collective bargaining agreement between the Village and the Union, nor shall it be considered an amendment to said agreement, nor shall it constitute a precedent or a change in the status quo ante.
3. The Village and the Union further agree that all remaining provisions of the May 1, 2022 to April 30, 2025, CBA shall remain in full force and effect.

IN WITNESS WHEREOF, the Village and the Union have executed this Memorandum of Understanding on the dates set forth hereinafter.

VILLAGE OF VILLA PARK

Matthew Harline Date
Village Manager

For the Village Date

ILLINOIS FRATERNAL ORDER OF
POLICE

Jan tik
For FOP

10/31/23
Date

For FOP Date



MEMORANDUM

TO: Village Board of Trustees

FROM: Julie Settles

DATE: November 13, 2023

SUBJECT: An Ordinance Amending Section 3-313(A) Of The Municipal Code of the Village Of Villa Park In Order To Decrease By One The Maximum Number Of Licenses Permitted Under the Class AAA Liquor License Classification and Increase by One the Maximum Number of Liquor Licenses Under the Class AA Liquor License Classification

RECOMMENDED ACTION:

The business at 339 E. Kenilworth, DeVine Wine Barr, currently holds a Class AAA liquor license which allows sale of beer and wine only. The owner has requested to change to a Class AA license for the sale of alcoholic liquors for consumption on premise and the sale of any alcoholic liquors at retail in original packages for consumption off premise. There are currently no available Class AA liquor license, so the Board would need to approve the attached ordinance increasing the number of available licenses under Class AA. Staff recommends approval of this ordinance. Because this is a change in the Municipal Code, the Ordinance would require two readings unless waived by a vote of the Board.

BACKGROUND:

DeVine's Wine Bar currently holds a class AAA liquor license and has requested a Class AA license for the sale of alcoholic liquors for consumption on and off premise. The owner requests this change in license as the number of private event requests have increased along with the request to offer the sale of alcoholic liquor at these private events. The Village Board reviewed this request at the October 30th meeting and provided consensus for staff to draft the ordinance for the request.

DISCUSSION:

If approved, the number of Class AA licenses will be increased from eight (8) to nine (9) and the number of Class AAA licenses will be reduced from two (2) to one (1).

Ordinance No. _____

An Ordinance Amending Section 3-313(A) Of The Municipal Code Of The Village Of Villa Park In Order To Decrease By One The Maximum Number Of Licenses Permitted Under the Class AAA Liquor License Classification and Increase by One the Maximum Number of Liquor Licenses Under the Class AA Liquor License Classification

WHEREAS, the Village of Villa Park (the “*Village*”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, pursuant to Section 5/4-1 of the Liquor Control Act of 1934, as amended, (235 ILCS 5/4-1 et seq.) the corporate authorities of the Village have the power to determine the number, kind and classification of liquor licenses; and

WHEREAS, Deborah Demito (“Applicant”) is the current liquor license holder of a Village Class AAA license that authorizes Applicant to sell at retail wine and beer only for the establishment located at 339 E. Kenilworth Ave., Villa Park, which currently operates as DeVine Wine Bar; and

WHEREAS, Applicant has requested to surrender her Class AAA liquor license and to replace said license with a Class AA liquor license for the remainder of the term of the original license, in order to sell at retail any alcoholic liquor for consumption at DeVine Wine Bar and the sale of any alcoholic liquor at retail in original packages for consumption off the premises; and

WHEREAS, the Village President, as the Local Liquor Control Commissioner, has approved the Applicant’s application for a Class AA liquor license, at a prorated cost for the remaining term of the Class AA liquor license which will expire December 31, 2023, in order to allow Applicant to operate the establishment of DeVine Wine Bar at 339 E. Kenilworth Avenue, Villa Park; and

WHEREAS, the Class AAA liquor license maintained by Applicant will be surrendered and will automatically and immediately reduce the maximum number of Class AAA liquor licenses by one (1); and

WHEREAS, the corporate authorities of the Village of Villa Park deem it to be in the best interests of the Village and its residents to amend the Village Code to decrease the maximum number of Class AAA liquor licenses by one (1) and to increase the maximum number of Class AA liquor licenses by one (1) in order to accommodate the operation of Applicant’s request.

Ordinance No: _____

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: That Section 3-313(a) of the Municipal Code of the Village of Villa Park, as amended, be and is hereby amended, with respect to the Class AAA and Class AA license, to read as follows:

Class	Maximum Number
AAA	1
AA	9

Section 3: This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed this _____ day of _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2023.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2023



MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: November 13, 2023
SUBJECT: Ordinance Establishing the underlying Zoning District for PZ-23-11 / 1 Ovaltine Court / Zoning Map Amendment from the PUD-R to the MX-T.

RECOMMENDED ACTION:

The Petitioner is requesting a Zoning Map Amendment from Planned Unit Development - Residential (PUD-R) to Mixed Transitional District (MX-T). The purpose of this request is to correct a previous error in the zoning approval of the Subject Property.

BACKGROUND:

The Subject Property was first rezoned to Planned Unit Development – Residential (PUD-R) in 1987 per Ordinance #2265. Prior to this, the property had been zoned under Planned Unit Development – Industrial in 1980 per Ordinance #1900. At the time of both PUD approvals, the property was rezoned incorrectly, and neither ordinance established an underlying zoning district. The Zoning Map Amendment request to rezone the Subject Property to Mixed Transitional District (MX-T) is meant to establish an underlying zoning district per the current standards of the Zoning Ordinance and will not affect the standards set forth by the PUD-R approval.

DISCUSSION:

Per Section 11.3. – Planned Unit Development of the Zoning Ordinance, PUDs are designated as Special Uses in accordance with the regulations outlined in this section. They are a complex type of Special Use, sometimes consisting of various land use and design elements, specific standards, and may provide some exceptions from the strict compliance of the Zoning Ordinance.

When the 2023 zoning map was updated, staff noted that the Subject Property, among others, was zoned as PUD-R with no underlying zoning district. “Planned Unit Development” cannot be used as a zoning district because of its classification as a Special Use. The requested Zoning Map Amendment only seeks to assign an underlying zoning district while maintaining the PUD-R Special Use.

Per Section 4.1.2. of the Zoning Ordinance, the MX-T zoning district is intended to accommodate low- to mid-scale office and/or residential buildings transitioning between mixed-use shopping nodes and residential uses. The building form defines compact buildings with entrances, windows, and interior uses facing the primary corridor. Parking is intended to be internal to the building; located in

the rear of the lot, screened from the primary street with the building; or located in the side yard, limited in width and orientation. Because of the Subject Property's location in a mixed-use area and the building type, it meets the intent of the MX-T zoning district classification.

Ordinance No. _____

**AN ORDINANCE ESTABLISHING THE UNDERLYING ZONING FOR CERTAIN
PROPERTY SUBJECT TO A PLANNED UNIT DEVELOPMENT AND AMENDING
THE OFFICIAL ZONING MAP OF THE VILLAGE OF VILLA PARK
(Petition PZ-23-11 – 1 Ovaltine Court – PUD-R to MX-T)**

WHEREAS, the Village of Villa Park has heretofore adopted an ordinance entitled the “Zoning Ordinance of the Village of Villa Park, Illinois” (“Zoning Ordinance”); and

WHEREAS, Section 11.2 of the Zoning Ordinance provides for amendment to the Official Zoning Map of the Village of Villa Park; and

WHEREAS, the Village of Villa Park (“Petitioner”), petitioned the Planning and Zoning Commission of the Village of Villa Park (“PZC”) to consider a zoning map amendment in order to rezone certain property identified and legally described on Exhibit A attached hereto and incorporated herein (“Subject Property”), from Planned Unit Development – Residential (PUD-R) to Mixed-Transitional District (MX-T) (“Petition”), for the purpose of assigning an underlying zoning district to the Subject Property that has previously been granted a special use for a Planned Unit Development via Ordinance No. 2265; and

WHEREAS, after publication of notice thereof, as provided by law, the PZC conducted a public hearing on October 12, 2023, in order to consider the Petition, at which time persons who desired to be heard were afforded an opportunity to make comments for the record; and

WHEREAS, after taking into consideration all public testimony, the PZC recommended that the Village Board approve the Petition and rezone the Subject Property to Mixed-Transitional District (MX-T); and

WHEREAS, an amendment to the Village’s Official Zoning Map rezoning the Subject Property from Planned Unit Development – Residential (PUD-R) to Mixed-Transitional District (MX-T) will promote the health, safety and welfare of the general public, and will not diminish the value of surrounding properties; and

WHEREAS, all applicable requirements of Section 11.2 of the Zoning Ordinance have been met relating to amendments to the Official Zoning Map of the Village; and

WHEREAS, the corporate authorities have reviewed the recommendation and findings of the PZC and find it advisable, necessary and in the best interest of the Village to grant the Petition and rezone the Subject Property to Mixed-Transitional District (MX-T).

Ordinance No: _____

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1: That the facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: That the Subject Property legally described on the attached Exhibit A is hereby zoned Mixed-Transitional District (MX-T) and that the Official Zoning Map of the Village of Villa Park be amended to reflect such redesignation.

Section 3: That the several terms and conditions contained in Ordinance No. 2265 establishing the Planned Unit Development – Residential (PUD-R), shall, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

Section 4: That all ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed this _____ day of _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2023.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2023

Ordinance No: _____

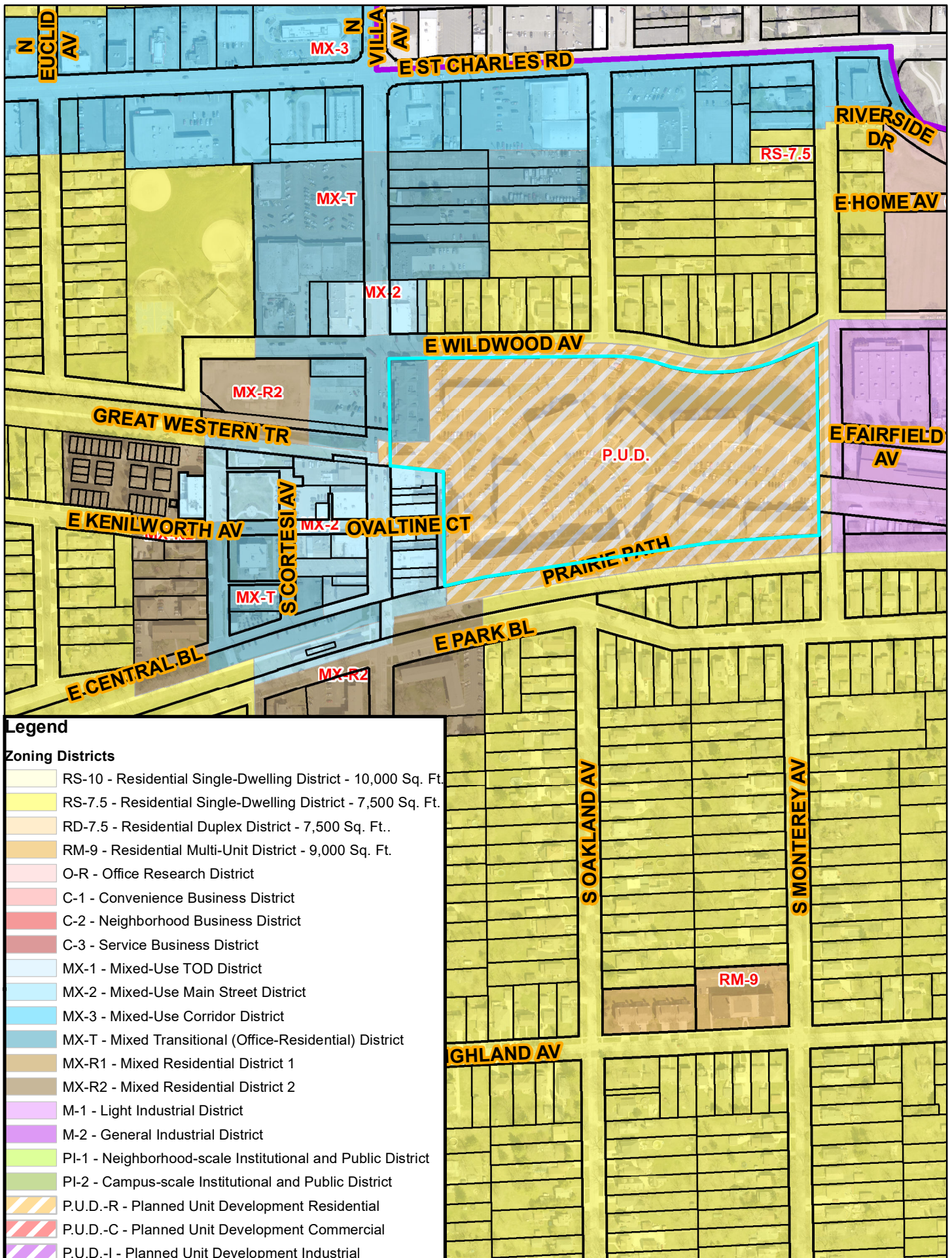
EXHIBIT A

PROPERTY COMMONLY KNOWN AS: 1 Ovaltine Ct, Villa Park, IL 60181

PROPERTY INDEX NUMBER (PIN): 06-10-212-018

LEGALLY DESCRIBED AS: LOT 1 IN OVALTINE RESUBDIVISION,
BEING A RESUBDIVISION IN THE
NORTHEAST 1/4 OF SECTION 10,
TOWNSHIP 39 NORTH, RANGE 11, EAST
OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF
AS DOCUMENTS R1999-244299, IN
DUPAGE COUNTY, ILLINOIS.

PROPERTY SIZE: 26,020 sq. ft./ 0.60 acres





MEMORANDUM

TO: Village Board of Trustees

FROM: Marc McLaughlin, Director

DATE: November 13, 2023

SUBJECT: Ordinance Establishing the underlying Zoning District for PZ-23-12 / 1500 S. Ardmore Avenue / Zoning Map Amendment from the PUD-R and O-R to the RM-9.

RECOMMENDED ACTION:

The Petitioner is requesting a Zoning Map Amendment from Planned Unit Development - Residential (PUD-R) and Office-Research (O-R) to Residential Multi-Unit District - 9,000 sq. ft. (RM-9). The purpose of this request is to correct a previous error in the zoning approval of the Subject Property.

BACKGROUND:

The Subject Property was originally zoned under a Planned Unit Development-Commercial (PUD-C) for Villa Oaks Shopping Center. Per Ordinance #2819, the original PUD-C was amended to exclude the Subject Property from Villa Oaks and Ordinance #2846 granted a rezone of the newly excluded Subject Property to Planned Unit Development-Residential (PUD-R) to allow the development of a multi-unit residential building. At the time of the PUD-R approval, the property was rezoned incorrectly, and Ordinance #2846 effectively removed any underlying zoning district. The Zoning Map Amendment request to rezone the Subject Property to Residential Multi-Unit District -9,000 sq. ft. (RM-9) is meant to establish an underlying zoning district per the current standards of the Zoning Ordinance and will not affect the standards set forth by the approved PUD-R.

DISCUSSION:

The Zoning Ordinance specifically allows for the Village Board, the Community Development Director, or the owner of the subject property to request a Zoning Map Amendment.

Per Section 11.3. – Planned Unit Development of the Zoning Ordinance, PUDs are designated as special uses in accordance with the regulations outlined in this section. They are a complex type of special use, sometimes consisting of various land use and design elements, specific standards, and may provide some exceptions from the strict compliance of the Zoning Ordinance.

In preparing the 2023 Zoning Map earlier this year, staff noted that the Subject Property, among others, was zoned as PUD-R with no underlying zoning district. “Planned Unit Development” cannot be used as a zoning district because of its classification as a special use. The requested Zoning Map

Amendment only seeks to assign an underlying zoning district while maintaining the PUD Special Use.

Per Section 2.1.2. of the Zoning Ordinance, the RM-9 zoning district primarily intended to accommodate multi-unit buildings on lots at least 9,000 square feet in area. Given that the Subject Property consists of a large, multi-unit building, it meets the RM-9 zoning district classification.

Ordinance No. _____

**AN ORDINANCE ESTABLISHING THE UNDERLYING ZONING FOR CERTAIN
PROPERTY SUBJECT TO A PLANNED UNIT DEVELOPMENT AND AMENDING
THE OFFICIAL ZONING MAP OF THE VILLAGE OF VILLA PARK
(Petition PZ-23-12 – 1500 S. Ardmore Avenue – PUD-R & O/R to RM-9)**

WHEREAS, the Village of Villa Park has heretofore adopted an ordinance entitled the “Zoning Ordinance of the Village of Villa Park, Illinois” (“Zoning Ordinance”); and

WHEREAS, Section 11.2 of the Zoning Ordinance provides for amendment to the Official Zoning Map of the Village of Villa Park; and

WHEREAS, the Village of Villa Park (“Petitioner”), petitioned the Planning and Zoning Commission of the Village of Villa Park (“PZC”) to consider a zoning map amendment in order to rezone certain property identified and legally described on Exhibit A attached hereto and incorporated herein (“Subject Property”), from Planned Unit Development – Residential (PUD-R) and Office-Research District (O-R) to Residential Multi-Unit District-9,000 square feet (RM-9) (“Petition”), for the purpose of assigning an underlying zoning district to the Subject Property that has previously been granted a special use for a Planned Unit Development via Ordinance No. 2846; and

WHEREAS, after publication of notice thereof, as provided by law, the PZC conducted a public hearing on October 12, 2023, in order to consider the Petition, at which time persons who desired to be heard were afforded an opportunity to make comments for the record; and

WHEREAS, after taking into consideration all public testimony, the PZC recommended that the Village Board approve the Petition and rezone the Subject Property to Residential Multi-Unit District-9,000 square feet (RM-9); and

WHEREAS, an amendment to the Village’s Official Zoning Map rezoning the Subject Property from Planned Unit Development – Residential (PUD-R) and Office-Research District (O-R) to Residential Multi-Unit District-9,000 square feet (RM-9) will promote the health, safety and welfare of the general public, and will not diminish the value of surrounding properties; and

WHEREAS, all applicable requirements of Section 11.2 of the Zoning Ordinance have been met relating to amendments to the Official Zoning Map of the Village; and

Ordinance No: _____

WHEREAS, the corporate authorities have reviewed the recommendation and findings of the PZC and find it advisable, necessary and in the best interest of the Village to grant the Petition and rezone the Subject Property to Residential Multi-Unit District-9,000 square feet (RM-9).

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1: That the facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: That the Subject Property legally described on the attached Exhibit A is hereby zoned Residential Multi-Unit District-9,000 square feet (RM-9) and that the Official Zoning Map of the Village of Villa Park be amended to reflect such redesignation.

Section 3: That the several terms and conditions contained in Ordinance No. 2846 establishing the Planned Unit Development – Residential (PUD-R) and Office-Research District (O-R), shall, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

Section 4: That all ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed this _____ day of _____, 2023.

AYES: _____
NAYS: _____
ABSENT: _____

Approved this _____ day of _____, 2023.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2023

Ordinance No: _____

EXHIBIT A

PROPERTY COMMONLY KNOWN AS: 1500 S Ardmore Ave, Villa Park, IL 60181

PROPERTY INDEX NUMBER (PIN): 06-16-402-001 through -068

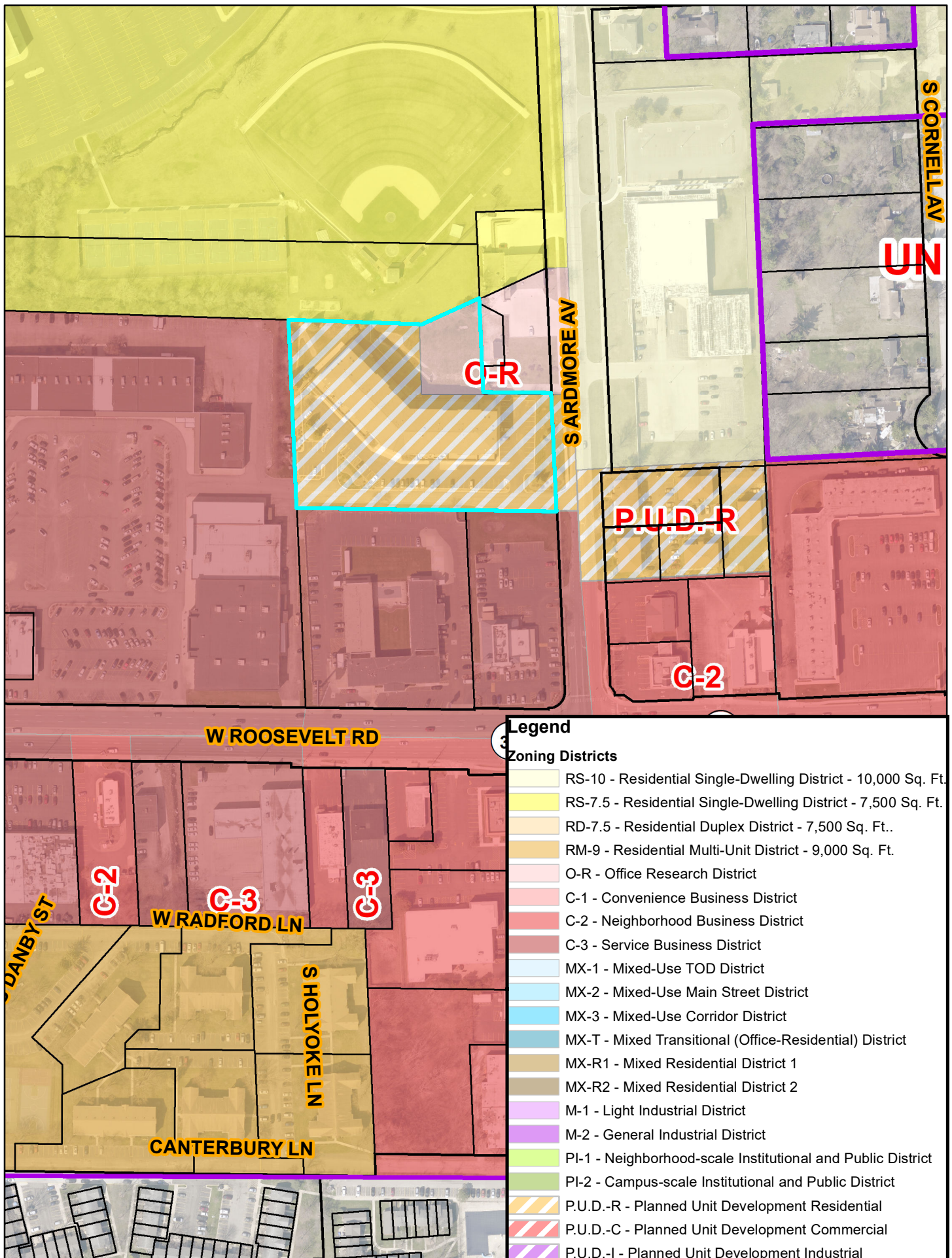
LEGALLY DESCRIBED AS:

LOT 2 IN VILLA OAKS SUBDIVISION OF PART OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 1975 AS DOCUMENT R75-60308 IN DU PAGE COUNTY, IL.

TOGETHER WITH:

THAT PART OF LOT 9 OF THE SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (ALSO BEING PART OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 16) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 16; THENCE NORTH 3 DEGREES 15 MINUTES WEST ALONG THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$, A DISTANCE OF 628.39 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 16, A DISTANCE OF 173.28 FEET, TO THE PLACE OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 105.53 FEET; THENCE NORTH 3 DEGREES 15 MINUTES WEST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 16, A DISTANCE OF 121.54 FEET; THENCE NORTH 64 DEGREES 43 MINUTES EAST, A DISTANCE OF 113.66 FEET; THENCE SOUTH 3 DEGREES 15 MINUTES EAST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF SECTION 16, A DISTANCE OF 170.16 FEET, TO THE PLACE OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PROPERTY SIZE: 146,656.45 sq. ft./ 3.3668 acres





MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: November 13, 2023
SUBJECT: Ordinance Establishing the underlying Zoning District for PZ-23-13 / 1535-1545 S. Ardmore Avenue / Zoning Map Amendment from the PUD-R to the RM-9.

RECOMMENDED ACTION:

The Petitioner is requesting a Zoning Map Amendment from Planned Unit Development - Residential (PUD-R) to Residential Multi-Unit District - 9,000 sq. ft. (RM-9). The purpose of this request is to correct a previous error in the zoning approval of the Subject Property.

BACKGROUND:

The Subject Property was annexed into the Village in 1978 per Ordinance #1814. Following the annexation, the Subject Property was rezoned to Planned Unit Development-Residential (PUD-R) per Ordinance #1816. At the time of the PUD-R approval, Ordinance #1816 did not establish a proper underlying zoning district. The Zoning Map Amendment request is to rezone the Subject Property to Residential Multi-Unit District -9,000 sq. ft. (RM-9).

DISCUSSION:

The Zoning Ordinance specifically allows for the Village Board, the Community Development Director, or the owner of the subject property to request a Zoning Map Amendment.

Per Section 11.3. – Planned Unit Development of the Zoning Ordinance, PUDs are designated as Special Uses in accordance with the regulations outlined in this section. They are a complex type of Special Use, sometimes consisting of various land use and design elements, specific standards, and may provide some exceptions from the strict compliance of the Zoning Ordinance.

In preparing the 2023 Zoning Map earlier this year, staff noted that the Subject Property, among others, was zoned as PUD-R with no underlying zoning district. “Planned Unit Development” cannot be used as a zoning district because of its classification as a Special Use. The requested Zoning Map Amendment only seeks to assign an underlying zoning district while maintaining the PUD Special Use.

Per Section 2.1.2. of the Zoning Ordinance, the RM-9 zoning district primarily intended to

accommodate multi-unit buildings on lots at least 9,000 square feet in area. The Subject Property meets the intent of the RM-9 zoning district classification.

Ordinance No. _____

**AN ORDINANCE ESTABLISHING THE UNDERLYING ZONING FOR CERTAIN
PROPERTY SUBJECT TO A PLANNED UNIT DEVELOPMENT AND AMENDING
THE OFFICIAL ZONING MAP OF THE VILLAGE OF VILLA PARK
(Petition PZ-23-13 – 1535-1545 S. Ardmore Avenue – PUD-R to RM-9)**

WHEREAS, the Village of Villa Park has heretofore adopted an ordinance entitled the “Zoning Ordinance of the Village of Villa Park, Illinois” (“Zoning Ordinance”); and

WHEREAS, Section 11.2 of the Zoning Ordinance provides for amendment to the Official Zoning Map of the Village of Villa Park; and

WHEREAS, the Village of Villa Park (“Petitioner”), petitioned the Planning and Zoning Commission of the Village of Villa Park (“PZC”) to consider a zoning map amendment in order to rezone certain property identified and legally described on Exhibit A attached hereto and incorporated herein (“Subject Property”), from Planned Unit Development – Residential (PUD-R) to Residential Multi-Unit District 9,000 square feet (RM-9) (“Petition”), for the purpose of assigning an underlying zoning district to the Subject Property that has previously been granted a special use for a Planned Unit Development via Ordinance No. 1816; and

WHEREAS, after publication of notice thereof, as provided by law, the PZC conducted a public hearing on October 12, 2023, in order to consider the Petition, at which time persons who desired to be heard were afforded an opportunity to make comments for the record; and

WHEREAS, after taking into consideration all public testimony, the PZC recommended that the Village Board approve the Petition and rezone the Subject Property to Residential Multi-Unit District 9,000 square feet (RM-9); and

WHEREAS, an amendment to the Village’s Official Zoning Map rezoning the Subject Property from Planned Unit Development – Residential (PUD-R) to Residential Multi-Unit District 9,000 square feet (RM-9) will promote the health, safety and welfare of the general public, and will not diminish the value of surrounding properties; and

WHEREAS, all applicable requirements of Section 11.2 of the Zoning Ordinance have been met relating to amendments to the Official Zoning Map of the Village; and

WHEREAS, the corporate authorities have reviewed the recommendation and findings of the PZC and find it advisable, necessary and in the best interest of the Village to grant the Petition and rezone the Subject Property to Residential Multi-Unit District 9,000 square feet (RM-9).

Ordinance No: _____

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1: That the facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: That the Subject Property legally described on the attached Exhibit A is hereby zoned Residential Multi-Unit District 9,000 square feet (RM-9) and that the Official Zoning Map of the Village of Villa Park be amended to reflect such redesignation.

Section 3: That the several terms and conditions contained in Ordinance No. 1816 establishing the Planned Unit Development – Residential (PUD-R), shall, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

Section 4: That all ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed this _____ day of _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2023.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2023

Ordinance No: _____

EXHIBIT A

PROPERTY COMMONLY KNOWN AS: 1535, 1539, 1541, 1543, & 1545 S Ardmore Ave, Villa Park, IL 60181

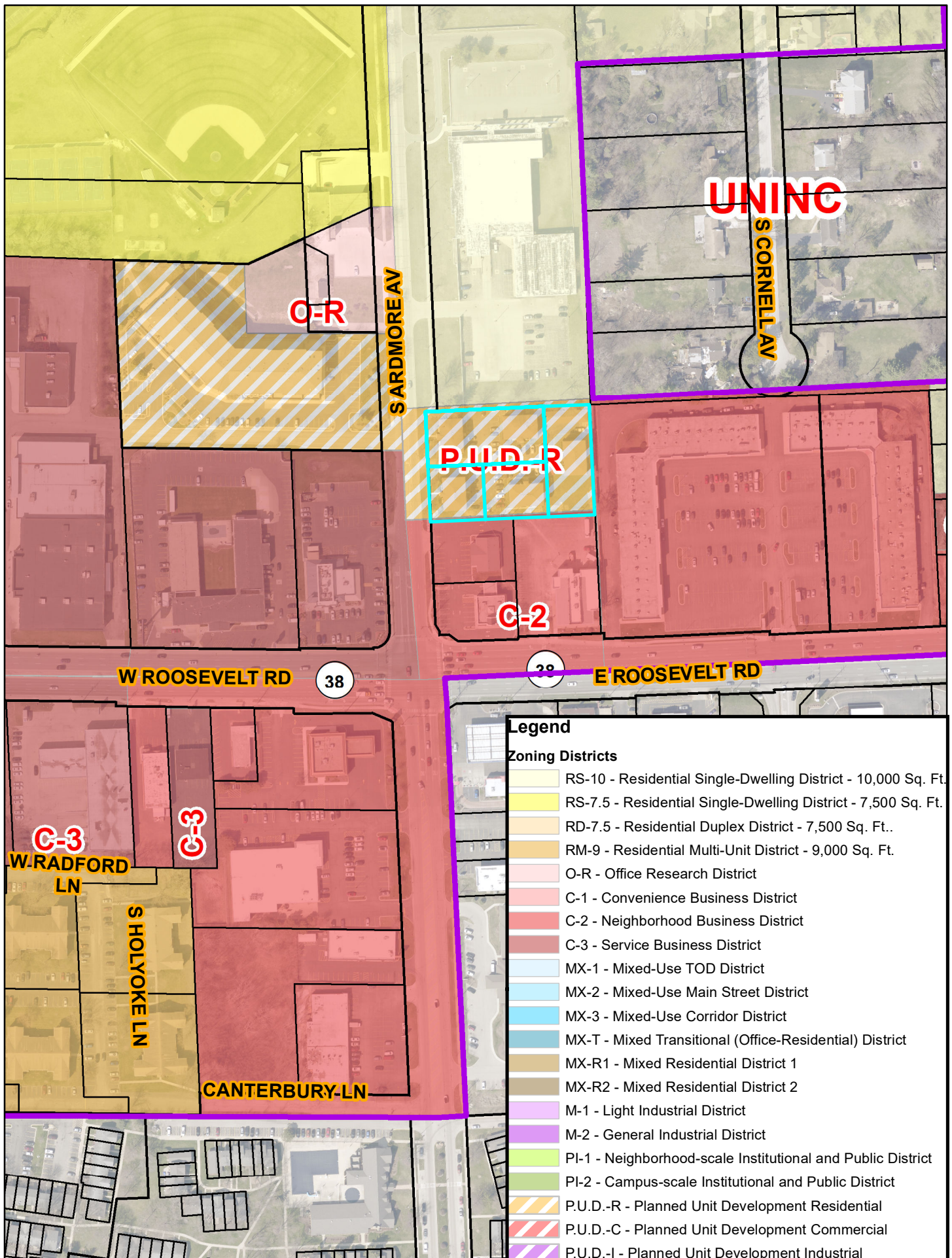
PROPERTY INDEX NUMBER (PIN): 06-15-308-001 to -012; 06-15-304-034 to -036

LEGALLY DESCRIBED AS:

THE NORTH 200 FEET (EXCEPT THE SOUTH 67 FEET THEREOF) OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

THAT PART OF THE SOUTHWEST ONE FOURTH (1/4) OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST ONE FOURTH (1/4) OF SAID SECTION 15, THENCE EAST 333 FEET, THENCE NORTH 483 FEET, THENCE WEST. 333 FEET, THENCE SOUTH 483 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PROPERTY SIZE: 1.395 acres





MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: November 13, 2023
SUBJECT: Ordinance Establishing the underlying Zoning District for PZ-23-14 / 50 E. North Avenue / Zoning Map Amendment from the PUD-C to the C-3.

RECOMMENDED ACTION:

The Petitioner is requesting a Zoning Map Amendment from Planned Unit Development - Commercial (PUD-C) to Commercial Service Business District (C-3). The purpose of this request is to correct a previous error in the zoning approval of the Subject Property.

BACKGROUND:

The Subject Property was rezoned from R-1 Residential District and C-3 Commercial District to Planned Unit Development-Commercial (PUD-C) in 1993 per Ordinance #2675. A final development plan for the Target Store was later approved by Ordinance #2706. At the time of the PUD approval, the property was rezoned incorrectly, and Ordinance #2675 effectively removed any underlying zoning district. The Zoning Map Amendment request to rezone the Subject Property to Commercial Service Business District (C-3) is meant to establish an underlying zoning district per the current standards of the Zoning Ordinance and will not affect the standards set forth by the PUD-C approval.

DISCUSSION:

The Zoning Ordinance specifically allows for the Village Board, the Community Development Director, or the owner of the subject property to request a Zoning Map Amendment.

Per Section 11.3. – Planned Unit Development of the Zoning Ordinance, PUDs are designated as Special Uses in accordance with the regulations outlined in this section. They are a complex type of Special Use, sometimes consisting of various land use and design elements, specific standards, and may provide some exceptions from the strict compliance of the Zoning Ordinance.

In preparing the 2023 Zoning Map earlier this year, staff noted that the Subject Property, among others, was zoned as PUD-R with no underlying zoning district. “Planned Unit Development” cannot be used as a zoning district because of its classification as a Special Use.

Per Section 3.1.2. of the Zoning Ordinance, the C-3 zoning district is primarily intended to accommodate automobile-oriented retail and service uses. C-3 is the appropriate underlying zoning

district because of the location of the Subject Property on North Ave, an auto-oriented, commercial corridor. The surrounding properties to the south, east, and west are also zoned C-3.

Ordinance No. _____

**AN ORDINANCE ESTABLISHING THE UNDERLYING ZONING FOR CERTAIN
PROPERTY SUBJECT TO A PLANNED UNIT DEVELOPMENT AND AMENDING
THE OFFICIAL ZONING MAP OF THE VILLAGE OF VILLA PARK
(Petition PZ-23-14 – 50 E. North Avenue – PUD-C to C-3)**

WHEREAS, the Village of Villa Park has heretofore adopted an ordinance entitled the “Zoning Ordinance of the Village of Villa Park, Illinois” (“Zoning Ordinance”); and

WHEREAS, Section 11.2 of the Zoning Ordinance provides for amendment to the Official Zoning Map of the Village of Villa Park; and

WHEREAS, the Village of Villa Park (“Petitioner”), petitioned the Planning and Zoning Commission of the Village of Villa Park (“PZC”) to consider a zoning map amendment in order to rezone certain property identified and legally described on Exhibit A attached hereto and incorporated herein (“Subject Property”), from Planned Unit Development – Commercial (PUD-C) to Commercial Service Business District (C-3) (“Petition”), for the purpose of assigning an underlying zoning district to the Subject Property that has previously been granted a special use for a Planned Unit Development via Ordinance No. 2675; and

WHEREAS, after publication of notice thereof, as provided by law, the PZC conducted a public hearing on October 12, 2023, in order to consider the Petition, at which time persons who desired to be heard were afforded an opportunity to make comments for the record; and

WHEREAS, after taking into consideration all public testimony, the PZC recommended that the Village Board approve the Petition and rezone the Subject Property to Commercial Service Business District (C-3); and

WHEREAS, an amendment to the Village’s Official Zoning Map rezoning the Subject Property from Planned Unit Development – Commercial (PUD-C) to Commercial Service Business District (C-3) will promote the health, safety and welfare of the general public, and will not diminish the value of surrounding properties; and

WHEREAS, all applicable requirements of Section 11.2 of the Zoning Ordinance have been met relating to amendments to the Official Zoning Map of the Village; and

WHEREAS, the corporate authorities have reviewed the recommendation and findings of the PZC and find it advisable, necessary and in the best interest of the Village to grant the Petition and rezone the Subject Property to Commercial Service Business District (C-3).

Ordinance No: _____

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1: That the facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: That the Subject Property legally described on the attached Exhibit A is hereby zoned Commercial Service Business District (C-3) and that the Official Zoning Map of the Village of Villa Park be amended to reflect such redesignation.

Section 3: That the several terms and conditions contained in Ordinance No. 2675 establishing the Planned Unit Development – Commercial (PUD-C), shall, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

Section 4: That all ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed this _____ day of _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2023.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2023

Ordinance No: _____

EXHIBIT A

PROPERTY COMMONLY KNOWN AS: 50 E North Ave, Villa Park, IL 60181

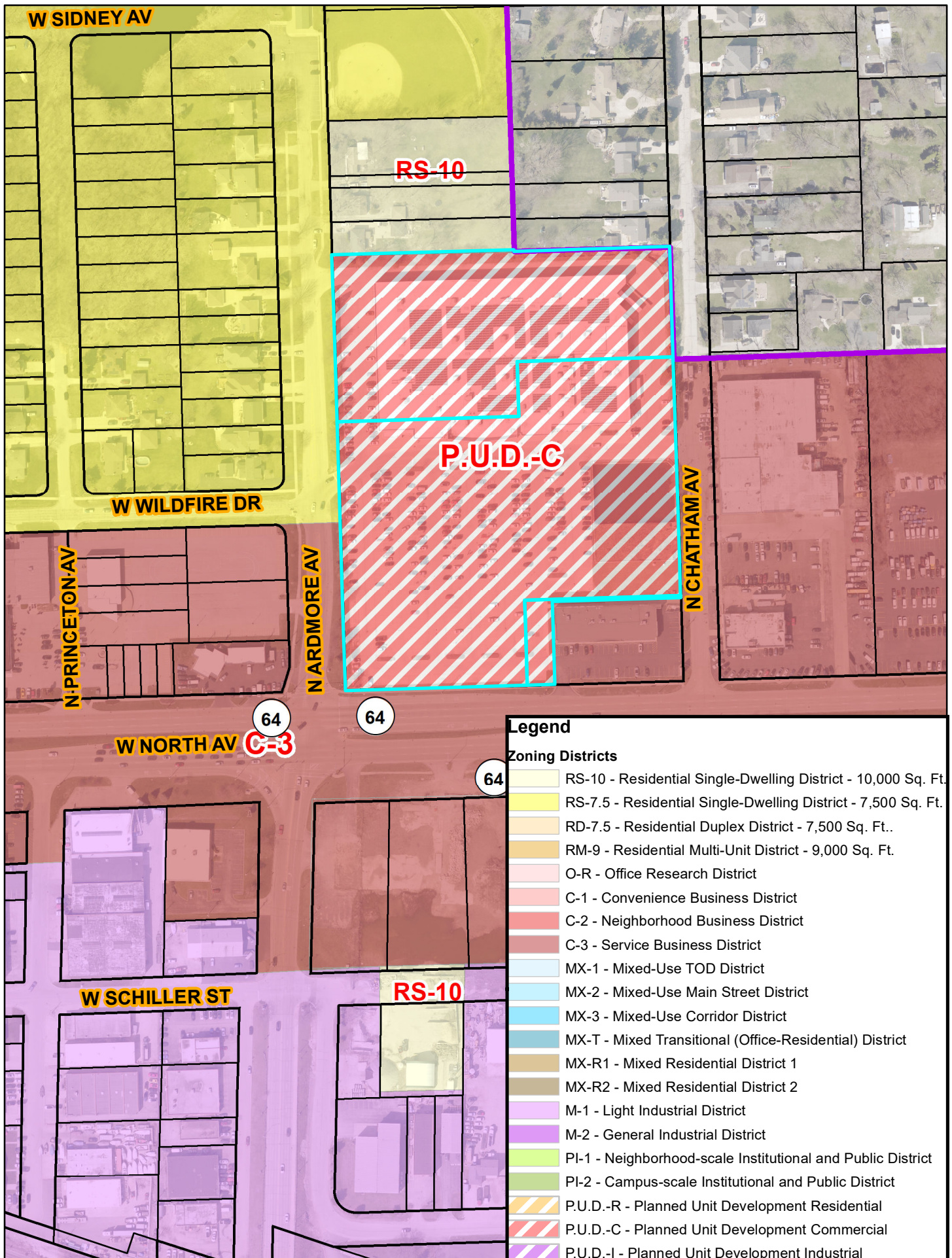
PROPERTY INDEX NUMBER (PIN): 03-34-301-042 to -044

LEGALLY DESCRIBED AS:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34 TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 31 IN ADDISON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 4, PER DOCUMENT NUMBER 463411, ALSO BEING THE INTERSECTION OF THE NORTH LINE OF S.B.I. ROUTE 64 (NORTH AVENUE) AND THE EAST LINE OF ARDMORE AVENUE, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF ARDMORE AVENUE ALSO BEING THE WEST LINE OF AFOREMENTIONED ASSESSMENT PLAT 791.78 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 103 FEET OF THE SOUTH 203 FEET OF LOT 27 IN SAID ASSESSMENT PLAT; THENCE SOUTH 89 DEGREES 51 MINUTES 52 SECONDS EAST ALONG SAID NORTH LINE 330.18 FEET TO THE WEST LINE OF LOT 23 IN BLECKE'S RESUBDIVISION PER DOCUMENT NUMBER 557216; THENCE SOUTH 0 DEGREES 1 MINUTE 23 SECONDS WEST ALONG SAID WEST LINE 2.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 23 ALSO BEING THE NORTHWEST CORNER OF LOT 24 IN SAID RESUBDIVISION; THENCE SOUTH 89 DEGREES 51 MINUTES 32 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 24 A DISTANCE OF 283.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 24, ALSO BEING THE WEST LINE OF CHATHAM AVENUE; THENCE SOUTH 0 DEGREES 1 MINUTE 23 SECONDS WEST ALONG SAID WEST LINE 637.11 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 150 FEET OF LOT 30 IN AFOREMENTIONED ASSESSMENT PLAT; THENCE SOUTH 89 DEGREES 58 MINUTES 46 SECONDS WEST ALONG SAID NORTH LINE 233.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 50 FEET OF LOT 30; THENCE SOUTH 0 DEGREES 1 MINUTE 23 SECONDS WEST ALONG SAID EAST LINE 150.00 FEET TO A POINT ON THE SOUTH LINE OF AFOREMENTIONED ASSESSMENT PLAT ALSO BEING THE NORTH LINE OF AFOREMENTIONED S.B.I. ROUTE 64; THENCE SOUTH 89 DEGREES 58 MINUTES 46 SECONDS WEST ALONG SAID NORTH LINE 379.86 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PROPERTY SIZE: 10.31 acres





MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: November 13, 2023
SUBJECT: Ordinance Establishing the underlying Zoning District for PZ-23-15 / 206-306 W. North Avenue / Zoning Map Amendment from the PUD-C to the C-3.

RECOMMENDED ACTION:

The Petitioner is requesting a Zoning Map Amendment from Planned Unit Development - Commercial (PUD-C) to Commercial Service Business District (C-3). The purpose of this request is to correct a previous error in the zoning approval of the Subject Property.

BACKGROUND:

The Subject Property was rezoned from R-2 Single-Family District and C-2 Neighborhood Business District to Planned Unit Development-Commercial (PUD-C) in 1972 per Ordinance #1344. This ordinance removed the underlying zoning district and incorrectly rezoned the Subject Property to a PUD. The Zoning Map Amendment request to rezone the Subject Property to Commercial Service Business District (C-3) is meant to establish an underlying zoning district per the current standards of the Zoning Ordinance and will not affect the standards set forth by the PUD-C approval.

DISCUSSION:

The Zoning Ordinance specifically allows for the Village Board, the Community Development Director, or the owner of the subject property to request a Zoning Map Amendment.

Per Section 11.3. – Planned Unit Development of the Zoning Ordinance, PUDs are designated as Special Uses in accordance with the regulations outlined in this section. They are a complex type of Special Use, sometimes consisting of various land use and design elements, specific standards, and may provide some exceptions from the strict compliance of the Zoning Ordinance.

In preparing the 2023 Zoning Map earlier this year, staff noted that the Subject Property, among others, was zoned as PUD-R with no underlying zoning district. “Planned Unit Development” cannot be used as a zoning district because of its classification as a Special Use.

Per Section 3.1.2. of the Zoning Ordinance, the C-3 zoning district is primarily intended to accommodate automobile-oriented retail and service uses. The C-3 zoning district is the appropriate

underlying zoning district because of the location of the Subject Property on North Ave, an auto-oriented retail and service corridor.

Ordinance No. _____

**AN ORDINANCE ESTABLISHING THE UNDERLYING ZONING FOR CERTAIN
PROPERTY SUBJECT TO A PLANNED UNIT DEVELOPMENT AND AMENDING
THE OFFICIAL ZONING MAP OF THE VILLAGE OF VILLA PARK
(Petition PZ-23-15 – 206-306 W. North Avenue – PUD-C to C-3)**

WHEREAS, the Village of Villa Park has heretofore adopted an ordinance entitled the “Zoning Ordinance of the Village of Villa Park, Illinois” (“Zoning Ordinance”); and

WHEREAS, Section 11.2 of the Zoning Ordinance provides for amendment to the Official Zoning Map of the Village of Villa Park; and

WHEREAS, the Village of Villa Park (“Petitioner”), petitioned the Planning and Zoning Commission of the Village of Villa Park (“PZC”) to consider a zoning map amendment in order to rezone certain property identified and legally described on Exhibit A attached hereto and incorporated herein (“Subject Property”), from Planned Unit Development – Commercial (PUD-C) to Commercial Service Business District (C-3) (“Petition”), for the purpose of assigning an underlying zoning district to the Subject Property that has previously been granted a special use for a Planned Unit Development via Ordinance No. 1344; and

WHEREAS, after publication of notice thereof, as provided by law, the PZC conducted a public hearing on October 12, 2023, in order to consider the Petition, at which time persons who desired to be heard were afforded an opportunity to make comments for the record; and

WHEREAS, after taking into consideration all public testimony, the PZC recommended that the Village Board approve the Petition and rezone the Subject Property to Commercial Service Business District (C-3); and

WHEREAS, an amendment to the Village’s Official Zoning Map rezoning the Subject Property from Planned Unit Development – Commercial (PUD-C) to Commercial Service Business District (C-3) will promote the health, safety and welfare of the general public, and will not diminish the value of surrounding properties; and

WHEREAS, all applicable requirements of Section 11.2 of the Zoning Ordinance have been met relating to amendments to the Official Zoning Map of the Village; and

WHEREAS, the corporate authorities have reviewed the recommendation and findings of the PZC and find it advisable, necessary and in the best interest of the Village to grant the Petition and rezone the Subject Property to Commercial Service Business District (C-3).

Ordinance No: _____

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1: That the facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: That the Subject Property legally described on the attached Exhibit A is hereby zoned Commercial Service Business District (C-3) and that the Official Zoning Map of the Village of Villa Park be amended to reflect such redesignation.

Section 3: That the several terms and conditions contained in Ordinance No. 1344 establishing the Planned Unit Development – Commercial (PUD-C), shall, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

Section 4: That all ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed this _____ day of _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2023.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2023

Ordinance No: _____

EXHIBIT A

PROPERTY COMMONLY KNOWN AS:

206 to 306 W North Ave, Villa Park,
IL 60181

PROPERTY INDEX NUMBER (PIN):

03-33-418-018

LEGALLY DESCRIBED AS:

PARCEL ONE:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 IN BLOCK 1; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 IN BLOCK 2; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 IN BLOCK 3; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 AND 24 IN BLOCK 4; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 (EXCEPT THAT PART OF LOTS 9, 10, 11, 12 TAKEN FOR THE WIDENING OF NORTH AVENUE) IN BLOCK 5; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 (EXCEPT THAT PART OF LOTS 4, 5, 7, 9, 10, 11, 12 AND 13 TAKEN FOR THE WIDENING OF NORTH AVENUE) IN BLOCK 6; LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 (EXCEPT SOUTHERLY 1.38 FEET) 12, 13, (EXCEPT SOUTHERLY 1.48 FEET) 14, 15, 16 (EXCEPT THAT PART OF LOTS 4, 5, 6, 7, 8, 9, 10, 12 AND 13 TAKEN FOR THE WIDENING OF NORTH AVENUE) IN BLOCK 7; LOTS 1, 2 AND 3 AND LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 (EXCEPT THAT PART OF LOTS 6, 7, 8 AND 9 TAKEN FOR THE WIDENING OF NORTH AVENUE) IN BLOCK 8 IN NORTH AVENUE TERRACE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 1926 AS DOCUMENT 214951, IN DUPAGE COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING PARCELS A, B, C, D AND E BELOW
TAKEN BY CONDEMNATION CASE 02ED-43:

PARCEL A:

THAT PART OF BLOCK 5 IN NORTH AVENUE TERRACE BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 1926 AS DOCUMENT 214951, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF NORTH AVENUE, BEING 100 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF NORTH AVENUE (ROUTE 64) AND THE EAST LINE OF ADDISON ROAD, BEING THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 4 IN SAID NORTH AVENUE TERRACE; THENCE ON AN ASSUMED BEARING OF NORTH 2 DEGREES 04 MINUTES 09 SECONDS WEST ALONG THE EAST LINE OF ADDISON ROAD 20.00 FEET; THENCE SOUTH 46 DEGREES 55 MINUTES 11 SECONDS EAST 28.36 FEET TO THE NORTH LINE OF NORTH AVENUE; THENCE SOUTH 88 DEGREES 13 MINUTES 48 SECONDS WEST ALONG SAID NORTH LINE OF NORTH AVENUE 20.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Ordinance No: _____

PARCEL B:

THAT PART OF LOT 8 IN NORTH AVENUE TERRACE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 1926 AS DOCUMENT 214951, LYING SOUTH OF A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF STATE BOND ISSUE HIGHWAY ROUTE 64 (NORTH AVENUE), SAID LINE INTERSECTING THE WEST LINE OF LOT 8 AT A POINT WHICH IS 51.84 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 8 AND INTERSECTING THE EAST LINE OF LOT 8 AT A POINT WHICH IS 51.79 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 8, IN DUPAGE COUNTY, ILLINOIS.

PARCEL C:

THAT PART OF LOT 6 IN BLOCK 6 IN NORTH AVENUE TERRACE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 1926 AS DOCUMENT 214951, LYING SOUTH OF A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF STATE BOND ISSUE HIGHWAY ROUTE 64 (NORTH AVENUE), SAID LINE INTERSECTING THE WEST LINE OF LOT 6 AT A POINT WHICH IS 51.74 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 6 AND INTERSECTING THE EAST LINE OF LOT 6 AT A POINT WHICH IS 51.69 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 6, IN DUPAGE COUNTY, ILLINOIS.

PARCEL D:

THAT PART OF LOT 11 IN BLOCK 7 IN NORTH AVENUE TERRACE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 1926 AS DOCUMENT 214951, LYING SOUTH OF A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF STATE BOND ISSUE HIGHWAY ROUTE 64 (NORTH AVENUE), SAID LINE INTERSECTING THE WEST LINE OF LOT 11 AT A POINT WHICH IS 51.38 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 11 AND INTERSECTING THE EAST LINE OF LOT 11 AT A POINT WHICH IS 51.33 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 11, IN DUPAGE COUNTY, ILLINOIS.

PARCEL E:

THAT PART OF LOTS 10, 11, 12 AND 13 IN BLOCK 8 IN NORTH AVENUE TERRACE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 1926 AS DOCUMENT 214951, LYING SOUTH OF A LINE 100.00 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF STATE BOND ISSUE HIGHWAY ROUTE 64 (NORTH AVENUE), SAID LINE INTERSECTING THE WEST LINE OF LOT 13 AT A POINT WHICH IS 50.90 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 13

Ordinance No: _____

AND INTERSECTING THE EAST LINE OF LOT 10 AT A POINT WHICH IS 50.78 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 10, IN DUPAGE COUNTY, ILLINOIS.

PARCEL TWO:

ALL OF THE VACATED ALLEYS IN BLOCKS 5, 6 AND 7 AND THE VACATED ALLEY IN BLOCK 4 (EXCEPT THE WEST 1/2 OF THAT PORTION THEREOF ADJOINING LOTS 25 THROUGH 28 INCLUSIVE) AND THE VACATED ALLEY ADJOINING LOTS 6 TO 13 ALL INCLUSIVE IN BLOCK 8, IN NORTH AVENUE TERRACE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 1926 AS DOCUMENT 214951, IN DUPAGE COUNTY, ILLINOIS.

PARCEL THREE:

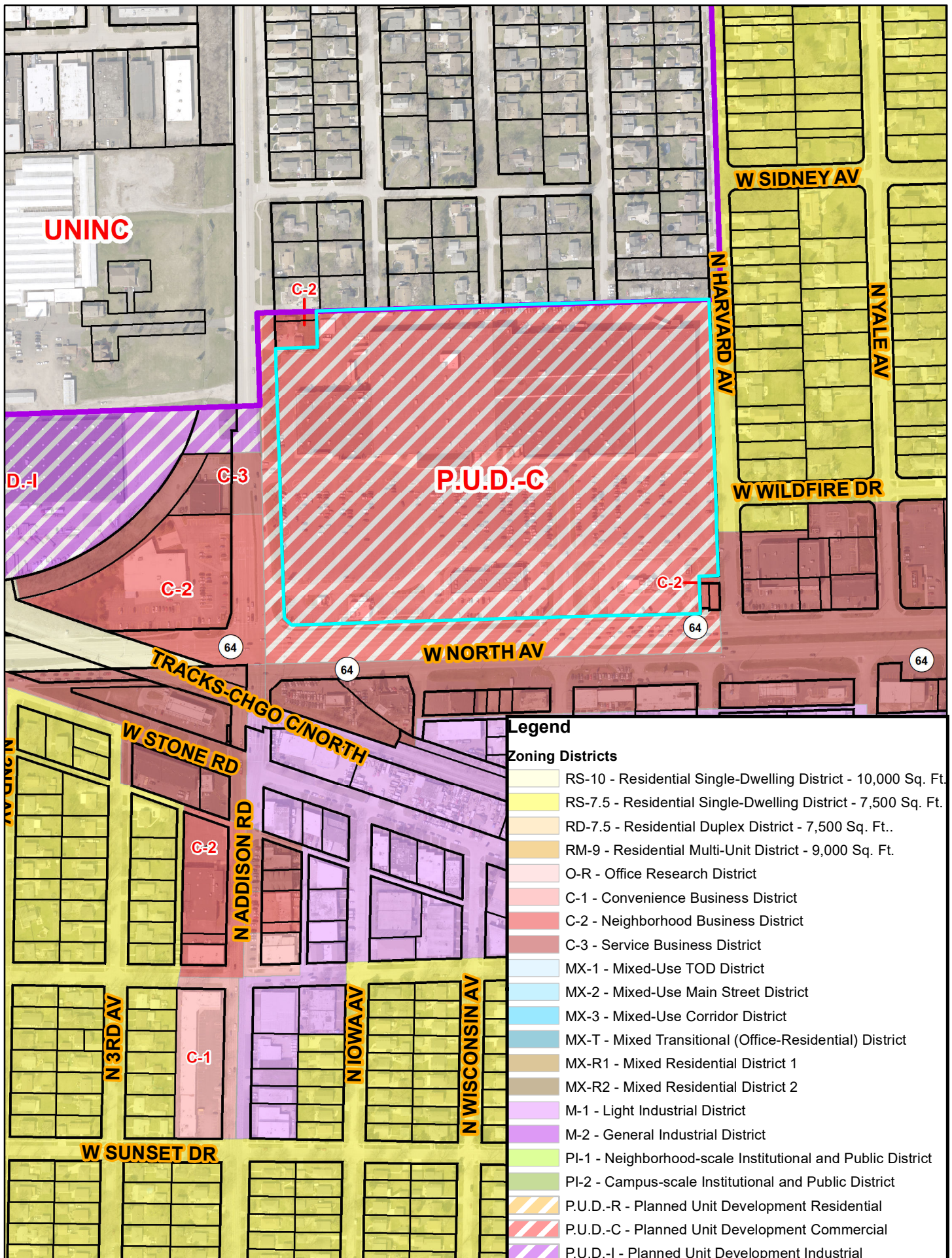
THE FOLLOWING VACATED STREETS (ADELE AVENUE, IOWA AVENUE, WISCONSIN AVENUE AND MICHIGAN AVENUE) LYING WITHIN NORTH AVENUE TERRACE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 5, 1926 AS DOCUMENT 214951, IN DUPAGE COUNTY, ILLINOIS.

PARCEL FOUR:

ALL THAT AREA LYING EAST OF A LINE EXTENDED TO THE SOUTH AS A CONTINUATION OF THE WEST LINE OF BLOCK 4 IN SAID NORTH AVENUE TERRACE, (WHICH AREA LIES WEST OF THE PRESENT BLOCK 5 IN NORTH AVENUE TERRACE) AND LYING NORTH OF A LINE PARALLEL TO AND 100 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PROPERTY SIZE:

10.31 acres





MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: November 13, 2023
SUBJECT: Ordinance Establishing the underlying Zoning District for PZ-23-16 / 712-724 N. Villa Avenue / 346 E. Hill Street / 345 E. Schiller Street / Zoning Map Amendment from the PUD-R to the RM-9.

RECOMMENDED ACTION:

The Petitioner is requesting a Zoning Map Amendment from Planned Unit Development - Residential (PUD-R)) to Residential Multi-Unit District -9,000 sq. ft. (RM-9). The purpose of this request is to correct a previous error in the zoning approval of the Subject Property.

BACKGROUND:

The Subject Property was annexed into the Village in 1972 per Ordinance #1328. Following the annexation, the Subject Property was rezoned to Planned Unit Development-Residential (PUD-R) per Ordinance #1329. At the time of the PUD approval, the property was rezoned incorrectly, and Ordinance #1329 effectively removed any underlying zoning district. The Zoning Map Amendment request to rezone the Subject Property to Residential Multi-Unit District - 9,000 sq. ft. (RM-9) is meant to establish an underlying zoning district per the current standards of the Zoning Ordinance and will not affect the standards set forth by the PUD-R approval.

DISCUSSION:

The Zoning Ordinance specifically allows for the Village Board, the Community Development Director, or the owner of the subject property to request a Zoning Map Amendment.

Per Section 11.3. – Planned Unit Development of the Zoning Ordinance, PUDs are designated as Special Uses in accordance with the regulations outlined in this section. They are a complex type of Special Use, sometimes consisting of various land use and design elements, specific standards, and may provide some exceptions from the strict compliance of the Zoning Ordinance.

In preparing the 2023 Zoning Map earlier this year, staff noted that the Subject Property, among others, was zoned as PUD-R with no underlying zoning district. “Planned Unit Development” cannot be used as a zoning district because of its classification as a Special Use. The requested Zoning Map Amendment only seeks to assign an underlying zoning district while maintaining the PUD Special Use.

Per Section 2.1.2. of the Zoning Ordinance, the RM-9 zoning district primarily intended to accommodate multi-unit buildings on lots at least 9,000 square feet in area. Since the Subject Property consists of multiple, multi-unit buildings, it meets the intent of the RM-9 zoning district classification.

Ordinance No. _____

**AN ORDINANCE ESTABLISHING THE UNDERLYING ZONING FOR CERTAIN
PROPERTY SUBJECT TO A PLANNED UNIT DEVELOPMENT AND AMENDING
THE OFFICIAL ZONING MAP OF THE VILLAGE OF VILLA PARK
(Petition PZ-23-16 – 712-724 N. Villa Avenue / 346 E. Hill Street / 345 E. Schiller Street –
PUD-R to RM-9)**

WHEREAS, the Village of Villa Park has heretofore adopted an ordinance entitled the “Zoning Ordinance of the Village of Villa Park, Illinois” (“Zoning Ordinance”); and

WHEREAS, Section 11.2 of the Zoning Ordinance provides for amendment to the Official Zoning Map of the Village of Villa Park; and

WHEREAS, the Village of Villa Park (“Petitioner”), petitioned the Planning and Zoning Commission of the Village of Villa Park (“PZC”) to consider a zoning map amendment in order to rezone certain property identified and legally described on Exhibit A attached hereto and incorporated herein (“Subject Property”), from Planned Unit Development – Residential (PUD-R) to Residential Multi-Unit District 9,000 square feet (RM-9) (“Petition”), for the purpose of assigning an underlying zoning district to the Subject Property that has previously been granted a special use for a Planned Unit Development via Ordinance No. 1329; and

WHEREAS, after publication of notice thereof, as provided by law, the PZC conducted a public hearing on October 12, 2023, in order to consider the Petition, at which time persons who desired to be heard were afforded an opportunity to make comments for the record; and

WHEREAS, after taking into consideration all public testimony, the PZC recommended that the Village Board approve the Petition and rezone the Subject Property to Residential Multi-Unit District 9,000 square feet (RM-9); and

WHEREAS, an amendment to the Village’s Official Zoning Map rezoning the Subject Property from Planned Unit Development – Residential (PUD-R) to Residential Multi-Unit District 9,000 square feet (RM-9) will promote the health, safety and welfare of the general public, and will not diminish the value of surrounding properties; and

WHEREAS, all applicable requirements of Section 11.2 of the Zoning Ordinance have been met relating to amendments to the Official Zoning Map of the Village; and

WHEREAS, the corporate authorities have reviewed the recommendation and findings of the PZC and find it advisable, necessary and in the best interest of the Village to grant the Petition and rezone the Subject Property to Residential Multi-Unit District 9,000 square feet (RM-9).

Ordinance No: _____

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1: That the facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: That the Subject Property legally described on the attached Exhibit A is hereby zoned Residential Multi-Unit District 9,000 square feet (RM-9) and that the Official Zoning Map of the Village of Villa Park be amended to reflect such redesignation.

Section 3: That the several terms and conditions contained in Ordinance No. 1329 establishing the Planned Unit Development – Residential (PUD-R), shall, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

Section 4: That all ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed this _____ day of _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2023.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2023

Ordinance No: _____

EXHIBIT A

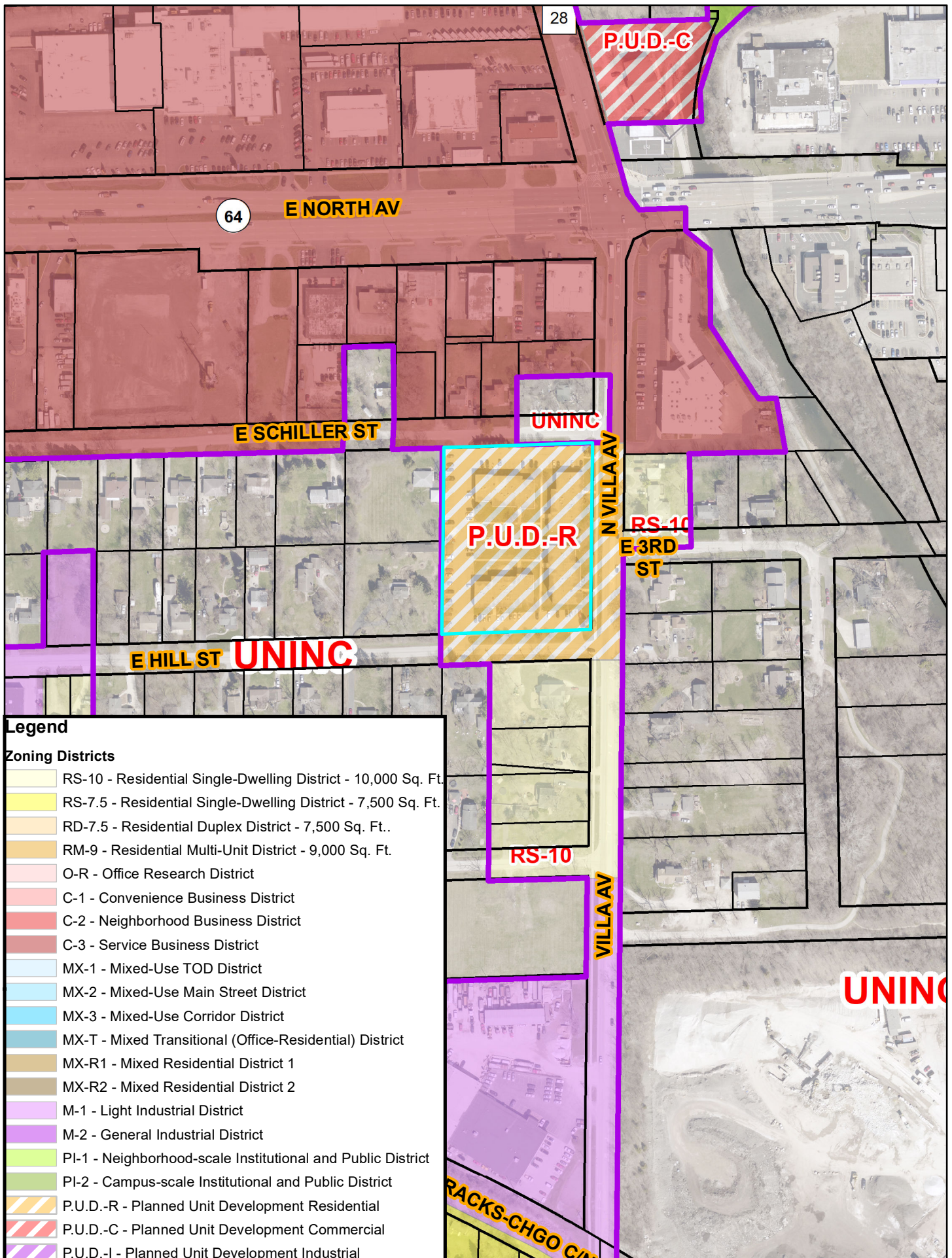
PROPERTY COMMONLY KNOWN AS: 712-724 N Villa Ave / 346 E Hill St / 345
E Schiller St, Villa Park, IL 60181

PROPERTY INDEX NUMBER (PIN): 06-03-103-027

LEGALLY DESCRIBED AS:

LOTS 50, 51, AND 52 IN SUBURB HILL, BEING A SUBDIVISION IN THE NORTHWEST
¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 9,
1914 AS DOCUMENT 116425, IN DU PAGE COUNTY, ILLINOIS.

PROPERTY SIZE: 113,198.81 sq. ft./ 0.262 acres





MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: November 13, 2023
SUBJECT: Ordinance Establishing the underlying Zoning District for PZ-23-17 / 851 N. Villa Avenue / Zoning Map Amendment from the PUD-C to the O-R.

RECOMMENDED ACTION:

The Petitioner is requesting a Zoning Map Amendment from Planned Unit Development - Commercial (PUD-C) to Office-Research (O-R). The purpose of this request is to correct a previous error in the zoning approval of the Subject Property.

BACKGROUND:

The Subject Property was rezoned from R-1 Residential District to Planned Unit Development-Commercial (PUD-C) in 1988 directly after annexation per Ordinance #2292. In approving the PUD, Ordinance #2292 incorrectly established the PUD-C as the zoning district instead of assigning the property an underlying zoning district. The Zoning Map Amendment request to rezone the Subject Property to Office-Research (O-R) is meant to establish an underlying zoning district per the current standards of the Zoning Ordinance and will not affect the standards set forth by the PUD-C approval.

DISCUSSION:

The Zoning Ordinance specifically allows for the Village Board, the Community Development Director, or the owner of the subject property to request a Zoning Map Amendment. Per Section 11.3. – Planned Unit Development of the Zoning Ordinance, PUDs are designated as Special Uses in accordance with the regulations outlined in this section. They are a complex type of Special Use, sometimes consisting of various land use and design elements, specific standards, and may provide some exceptions from the strict compliance of the Zoning Ordinance.

In preparing the 2023 Zoning Map earlier this year, staff noted that the Subject Property, among others, was zoned as PUD-R with no underlying zoning district. “Planned Unit Development” cannot be used as a zoning district because of its classification as a Special Use.

Per Section 3.1.2. of the Zoning Ordinance, the O-R zoning district primarily intended to accommodate office, service and other types of low-impact, non-retail commercial uses. The historic use and building type of the Subject Property has office related, therefore it meets the intent of the O-R zoning district classification.

Ordinance No. _____

**AN ORDINANCE ESTABLISHING THE UNDERLYING ZONING FOR CERTAIN
PROPERTY SUBJECT TO A PLANNED UNIT DEVELOPMENT AND AMENDING
THE OFFICIAL ZONING MAP OF THE VILLAGE OF VILLA PARK
(Petition PZ-23-17 – 851 N. Villa Avenue – PUD-C to O-R)**

WHEREAS, the Village of Villa Park has heretofore adopted an ordinance entitled the “Zoning Ordinance of the Village of Villa Park, Illinois” (“Zoning Ordinance”); and

WHEREAS, Section 11.2 of the Zoning Ordinance provides for amendment to the Official Zoning Map of the Village of Villa Park; and

WHEREAS, the Village of Villa Park (“Petitioner”), petitioned the Planning and Zoning Commission of the Village of Villa Park (“PZC”) to consider a zoning map amendment in order to rezone certain property identified and legally described on Exhibit A attached hereto and incorporated herein (“Subject Property”), from Planned Unit Development – Commercial (PUD-C) to Office Research District (O-R) (“Petition”), for the purpose of assigning an underlying zoning district to the Subject Property that has previously been granted a special use for a Planned Unit Development via Ordinance No. 2292; and

WHEREAS, after publication of notice thereof, as provided by law, the PZC conducted a public hearing on October 12, 2023, in order to consider the Petition, at which time persons who desired to be heard were afforded an opportunity to make comments for the record; and

WHEREAS, after taking into consideration all public testimony, the PZC recommended that the Village Board approve the Petition and rezone the Subject Property to Office Research District (O-R); and

WHEREAS, an amendment to the Village’s Official Zoning Map rezoning the Subject Property from Planned Unit Development – Commercial (PUD-C) to Office Research District (O-R) will promote the health, safety and welfare of the general public, and will not diminish the value of surrounding properties; and

WHEREAS, all applicable requirements of Section 11.2 of the Zoning Ordinance have been met relating to amendments to the Official Zoning Map of the Village; and

WHEREAS, the corporate authorities have reviewed the recommendation and findings of the PZC and find it advisable, necessary and in the best interest of the Village to grant the Petition and rezone the Subject Property to Office Research District (O-R).

Ordinance No: _____

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1: That the facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: That the Subject Property legally described on the attached Exhibit A is hereby zoned Office Research District (O-R) and that the Official Zoning Map of the Village of Villa Park be amended to reflect such redesignation.

Section 3: That the several terms and conditions contained in Ordinance No. 2292 establishing the Planned Unit Development – Commercial (PUD-C), shall, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

Section 4: That all ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed this _____ day of _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2023.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2023

Ordinance No: _____

EXHIBIT A

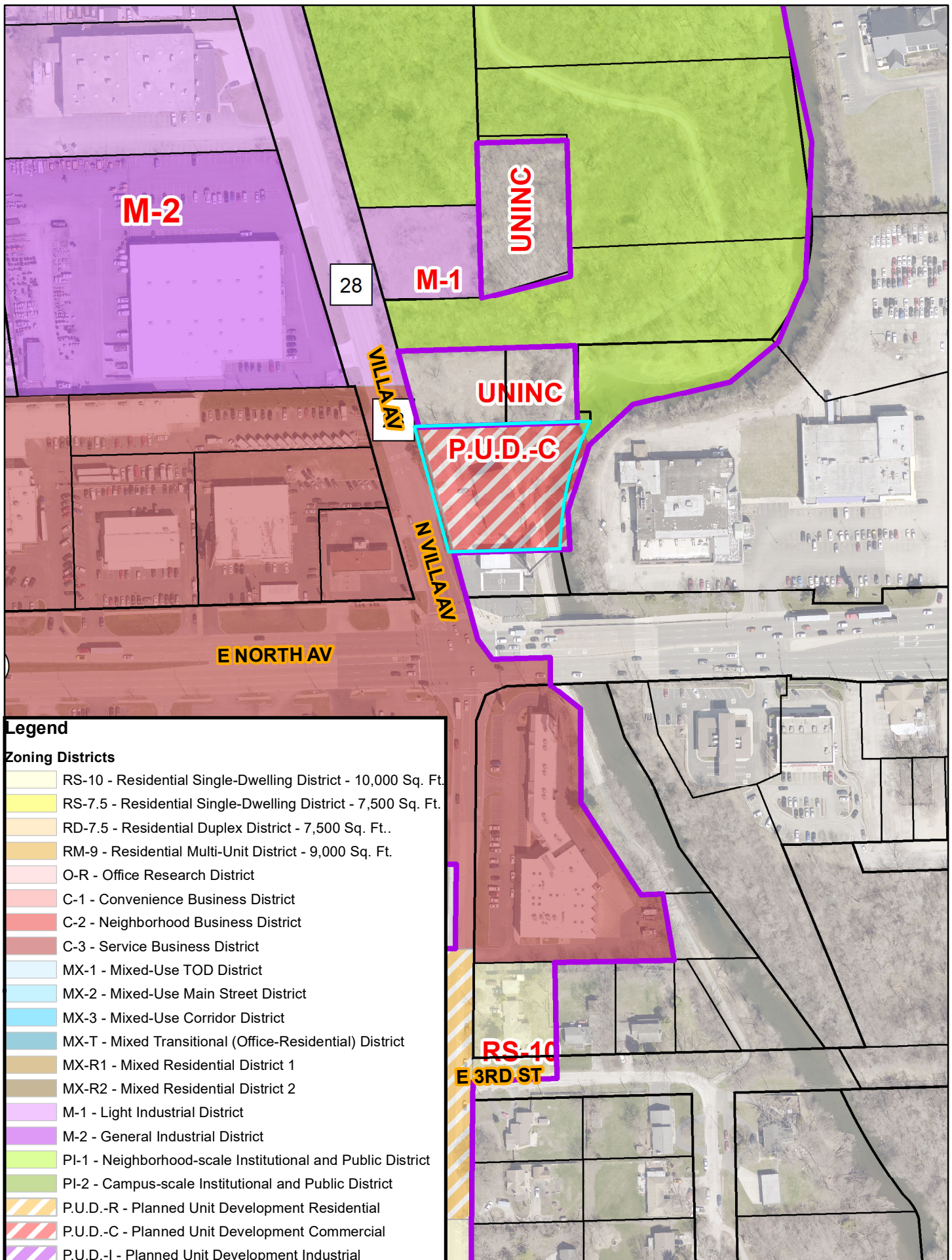
PROPERTY COMMONLY KNOWN AS: 851 N Villa Ave, Villa Park, IL 60181

PROPERTY INDEX NUMBER (PIN): 03-34-409-007

LEGALLY DESCRIBED AS:

THE SOUTH 205.55 FEET, AS MEASURED ON THE QUARTER SECTION LINE OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT: THAT PART OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING IN THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 34, AT A POINT 125.0 FEET NORTH OF THE NORTH LINE OF STATE BOND ISSUE ROUTE 64, KNOW AS NORTH AVENUE; THENCE WEST, PARALLEL WITH NORTH AVENUE, 321.40 FEET, TO A POINT 150.00 FEET EAST OF THE QUARTER SECTION LINE; THENCE SOUTH, PARALLEL WITH THE QUARTER SECTION LINE, 113.0 FEET TO THE NORTHWESTERLY BANK OF SALT CREEK; THENCE EAST, PARALLEL WITH NORTH AVENUE, 20.00 FEET TO THE CENTER OF SALT CREEK; 219.50 FEET TO THE POINT 125.00 FEET NORTH OF THE NORTH LINE OF NORTH AVENUE; THENCE WEST PARALLEL WITH NORTH AVENUE, 123.00 FEET TO THE PLACE OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

PROPERTY SIZE: 14,522.29 sq. ft./ 0.33 acres





MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: November 13, 2023
SUBJECT: Ordinance Establishing the underlying Zoning District for PZ-23-18 / 880 N. Addison Road / Zoning Map Amendment from the PUD-I to the M-1.

RECOMMENDED ACTION:

The Petitioner is requesting a Zoning Map Amendment from Planned Unit Development – Industrial (PUD-I) to Light Industrial District (M-1). The purpose of this request is to correct a previous error in the zoning approval of the Subject Property.

BACKGROUND:

The Subject Property was annexed to the Village and was rezoned to Planned Unit Development – Industrial (PUD-I) in 1991 per Ordinance #2501. In approving the PUD-I, Ordinance #2501 incorrectly established the PUD-I as the zoning district instead of assigning the property an underlying zoning district. The Zoning Map Amendment request to rezone the Subject Property to Light Industrial District (M-1) is meant to establish an underlying zoning district per the current standards of the Zoning Ordinance and will not affect the standards set forth by the PUD-I approval.

DISCUSSION:

The Zoning Ordinance specifically allows for the Village Board, the Community Development Director, or the owner of the subject property to request a Zoning Map Amendment.

Per Section 11.3. – Planned Unit Development of the Zoning Ordinance, PUDs are designated as Special Uses in accordance with the regulations outlined in this section. They are a complex type of Special Use, sometimes consisting of various land use and design elements, specific standards, and may provide some exceptions from the strict compliance of the Zoning Ordinance.

In preparing the 2023 Zoning Map earlier this year, staff noted that the Subject Property, among others, was zoned as PUD-R with no underlying zoning district. “Planned Unit Development” cannot be used as a zoning district because of its classification as a Special Use.

Per Section 3.1.2. of the Zoning Ordinance, the M-1 zoning district is primarily intended to accommodate small-scale, low-impact industrial and service commercial uses, which is what the

current use is. Therefore, the Subject Property meets the intent of the M-1 zoning district classification.

Ordinance No. _____

**AN ORDINANCE ESTABLISHING THE UNDERLYING ZONING FOR CERTAIN
PROPERTY SUBJECT TO A PLANNED UNIT DEVELOPMENT AND AMENDING
THE OFFICIAL ZONING MAP OF THE VILLAGE OF VILLA PARK
(Petition PZ-23-18 – 880 N. Addison Road – PUD-I to M-1)**

WHEREAS, the Village of Villa Park has heretofore adopted an ordinance entitled the “Zoning Ordinance of the Village of Villa Park, Illinois” (“Zoning Ordinance”); and

WHEREAS, Section 11.2 of the Zoning Ordinance provides for amendment to the Official Zoning Map of the Village of Villa Park; and

WHEREAS, the Village of Villa Park (“Petitioner”), petitioned the Planning and Zoning Commission of the Village of Villa Park (“PZC”) to consider a zoning map amendment in order to rezone certain property identified and legally described on Exhibit A attached hereto and incorporated herein (“Subject Property”), from Planned Unit Development – Industrial (PUD-I) to Light Industrial District (M-1) (“Petition”), for the purpose of assigning an underlying zoning district to the Subject Property that has previously been granted a special use for a Planned Unit Development via Ordinance No. 2501; and

WHEREAS, after publication of notice thereof, as provided by law, the PZC conducted a public hearing on October 12, 2023, in order to consider the Petition, at which time persons who desired to be heard were afforded an opportunity to make comments for the record; and

WHEREAS, after taking into consideration all public testimony, the PZC recommended that the Village Board approve the Petition and rezone the Subject Property to Light Industrial District (M-1); and

WHEREAS, an amendment to the Village’s Official Zoning Map rezoning the Subject Property from Planned Unit Development – Industrial (PUD-I) to Light Industrial District (M-1) will promote the health, safety and welfare of the general public, and will not diminish the value of surrounding properties; and

WHEREAS, all applicable requirements of Section 11.2 of the Zoning Ordinance have been met relating to amendments to the Official Zoning Map of the Village; and

WHEREAS, the corporate authorities have reviewed the recommendation and findings of the PZC and find it advisable, necessary and in the best interest of the Village to grant the Petition and rezone the Subject Property to Light Industrial District (M-1).

Ordinance No: _____

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1: That the facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: That the Subject Property legally described on the attached Exhibit A is hereby zoned Light Industrial District (M-1) and that the Official Zoning Map of the Village of Villa Park be amended to reflect such redesignation.

Section 3: That the several terms and conditions contained in Ordinance No. 2501 establishing the Planned Unit Development – Industrial (PUD-I), shall, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

Section 4: That all ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed this _____ day of _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2023.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2023

Ordinance No: _____

EXHIBIT A

PROPERTY COMMONLY KNOWN AS:

880 N Addison Rd, Villa Park, IL
60181

PROPERTY INDEX NUMBER (PIN):

03-33-307-013 & 03-33-308-015

LEGALLY DESCRIBED AS:

PARCEL 1:

THAT PART OF THE EAST½ OF THE SOUTHWEST¼ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN CHEKER SUBDIVISION, PER DOCUMENT R79-104683; THENCE NORTH 1 DEGREES 26 MINUTES 19 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1 PROJECTED NORTHERLY, SAID LINE BEING THE WEST LINE OF ADDISON ROAD, 175.0 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 1 DEGREES 26 MINUTES 19 SECONDS EAST, 133.33 FEET TO A POINT THAT IS 1944.35 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST ¼; THENCE NORTH 89 DEGREES 33 MINUTES 20 SECONDS WEST, ALONG A LINE 1944.35

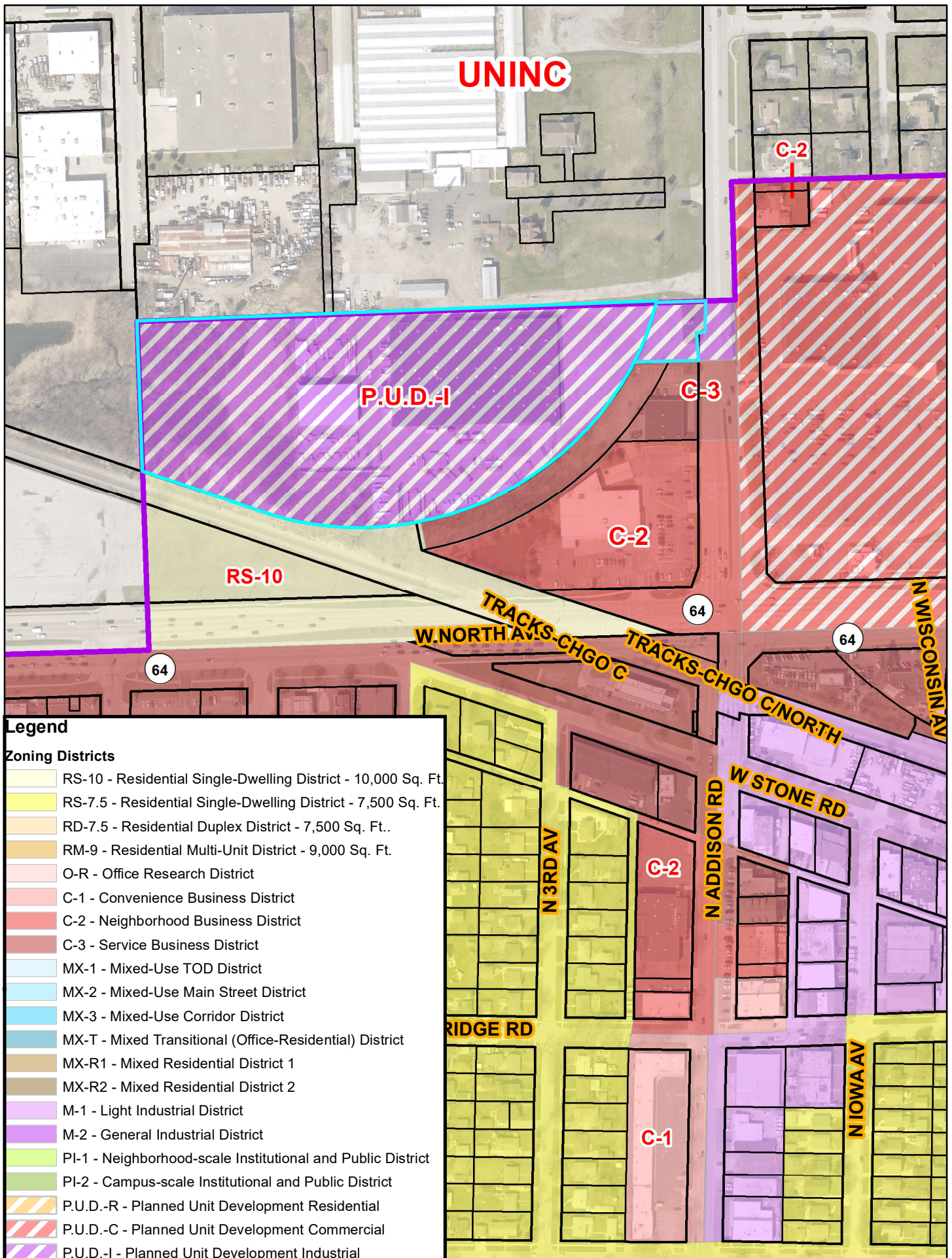
FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST ¼, 107.53 FEET TO THE WESTERLY LINE OF THE ILLINOIS CENTRAL RAILROAD, A PART OF SAID RIGHT OF WAY BEING FORMERLY KNOWN AS THE RIGHT OF WAY OF ADDISON RAILROAD COMPANY AND PART BEING FORMERLY KNOWN AS THE RIGHT OF WAY OF THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 669.13 FEET, 145.54 FEET; THENCE SOUTH 99 DEGREES 33 MINUTES 41 SECONDS TO THE EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST ¼, 162.82 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST½ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF A LINE WHICH IS LOCATED 1944.35 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID EAST ½ OF THE SOUTHWEST ¼ OF SAID SECTION 33 AND NORTH AND WEST OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY, A PART OF SAID RIGHT OF WAY BEING FORMERLY KNOWN AS THE RIGHT OF WAY OF ADDISON RAILROAD COMPANY AND A PART BEING FORMERLY KNOWN AS THE RIGHT OF WAY OF THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY, IN DUPAGE COUNTY, ILLINOIS.

PROPERTY SIZE:

10.44 acres





MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: November 13, 2023
SUBJECT: Ordinance Establishing the underlying Zoning District for PZ-23-19 / 900 S. Illinois Route 83 / Zoning Map Amendment from the PUD-C to the C-3.

RECOMMENDED ACTION:

The Petitioner is requesting a Zoning Map Amendment from Planned Unit Development – Commercial (PUD-C) to Commercial Service Business District (C-3). The purpose of this request is to correct a previous error in the zoning approval of the Subject Property.

BACKGROUND:

The Subject Property was rezoned from R-1 Residential and Office-Research (O-R) to Planned Unit Development – Commercial (PUD-C) in 1991 per Ordinance #2470. The final development plan for Wal-Mart was also approved under this ordinance. At the time of the PUD approval, the property was rezoned incorrectly, and Ordinance #2470 effectively removed any underlying zoning district. The Zoning Map Amendment request to rezone the Subject Property to Commercial Service Business District (C-3) is meant to establish an underlying zoning district per the current standards of the Zoning Ordinance and will not affect the standards set forth by the PUD-C approval.

DISCUSSION:

The Zoning Ordinance specifically allows for the Village Board, the Community Development Director, or the owner of the subject property to request a Zoning Map Amendment.

Per Section 11.3. – Planned Unit Development of the Zoning Ordinance, PUDs are designated as Special Uses in accordance with the regulations outlined in this section. They are a complex type of Special Use, sometimes consisting of various land use and design elements, specific standards, and may provide some exceptions from the strict compliance of the Zoning Ordinance.

In preparing the 2023 Zoning Map earlier this year, staff noted that the Subject Property, among others, was zoned as PUD-R with no underlying zoning district. “Planned Unit Development” cannot be used as a zoning district because of its classification as a Special Use.

Per Section 3.1.2. of the Zoning Ordinance, the C-3 zoning district is primarily intended to accommodate automobile-oriented retail and service uses. Due its proximity to Illinois Route 83 and

the larger-scale consumer shopping goods use, the Subject Property meets the intent of the C-3 zoning district classification.

Ordinance No. _____

**AN ORDINANCE ESTABLISHING THE UNDERLYING ZONING FOR CERTAIN
PROPERTY SUBJECT TO A PLANNED UNIT DEVELOPMENT AND AMENDING
THE OFFICIAL ZONING MAP OF THE VILLAGE OF VILLA PARK
(Petition PZ-23-19 – 900 S. IL Route 83 – PUC-C to C-3)**

WHEREAS, the Village of Villa Park has heretofore adopted an ordinance entitled the “Zoning Ordinance of the Village of Villa Park, Illinois” (“Zoning Ordinance”); and

WHEREAS, Section 11.2 of the Zoning Ordinance provides for amendment to the Official Zoning Map of the Village of Villa Park; and

WHEREAS, the Village of Villa Park (“Petitioner”), petitioned the Planning and Zoning Commission of the Village of Villa Park (“PZC”) to consider a zoning map amendment in order to rezone certain property identified and legally described on Exhibit A attached hereto and incorporated herein (“Subject Property”), from Planned Unit Development – Commercial (PUD-C) to Commercial Service Business District (C-3) (“Petition”), for the purpose of assigning an underlying zoning district to the Subject Property that has previously been granted a special use for a Planned Unit Development via Ordinance No. 2470; and

WHEREAS, after publication of notice thereof, as provided by law, the PZC conducted a public hearing on October 12, 2023, in order to consider the Petition, at which time persons who desired to be heard were afforded an opportunity to make comments for the record; and

WHEREAS, after taking into consideration all public testimony, the PZC recommended that the Village Board approve the Petition and rezone the Subject Property to Commercial Service Business District (C-3); and

WHEREAS, an amendment to the Village’s Official Zoning Map rezoning the Subject Property from Planned Unit Development – Commercial (PUD-C) to Commercial Service Business District (C-3) will promote the health, safety and welfare of the general public, and will not diminish the value of surrounding properties; and

WHEREAS, all applicable requirements of Section 11.2 of the Zoning Ordinance have been met relating to amendments to the Official Zoning Map of the Village; and

WHEREAS, the corporate authorities have reviewed the recommendation and findings of the PZC and find it advisable, necessary and in the best interest of the Village to grant the Petition and rezone the Subject Property to Commercial Service Business District (C-3).

Ordinance No: _____

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1: That the facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: That the Subject Property legally described on the attached Exhibit A is hereby zoned Commercial Service Business District (C-3) and that the Official Zoning Map of the Village of Villa Park be amended to reflect such redesignation.

Section 3: That the several terms and conditions contained in Ordinance No. 2470 establishing the Planned Unit Development – Commercial (PUD-C), shall, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

Section 4: That all ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed this _____ day of _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2023.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2023

Ordinance No: _____

EXHIBIT A

PROPERTY COMMONLY KNOWN AS: 900 S IL Route 83, Villa Park, IL 60181

PROPERTY INDEX NUMBER (PIN): 06-15-201-040

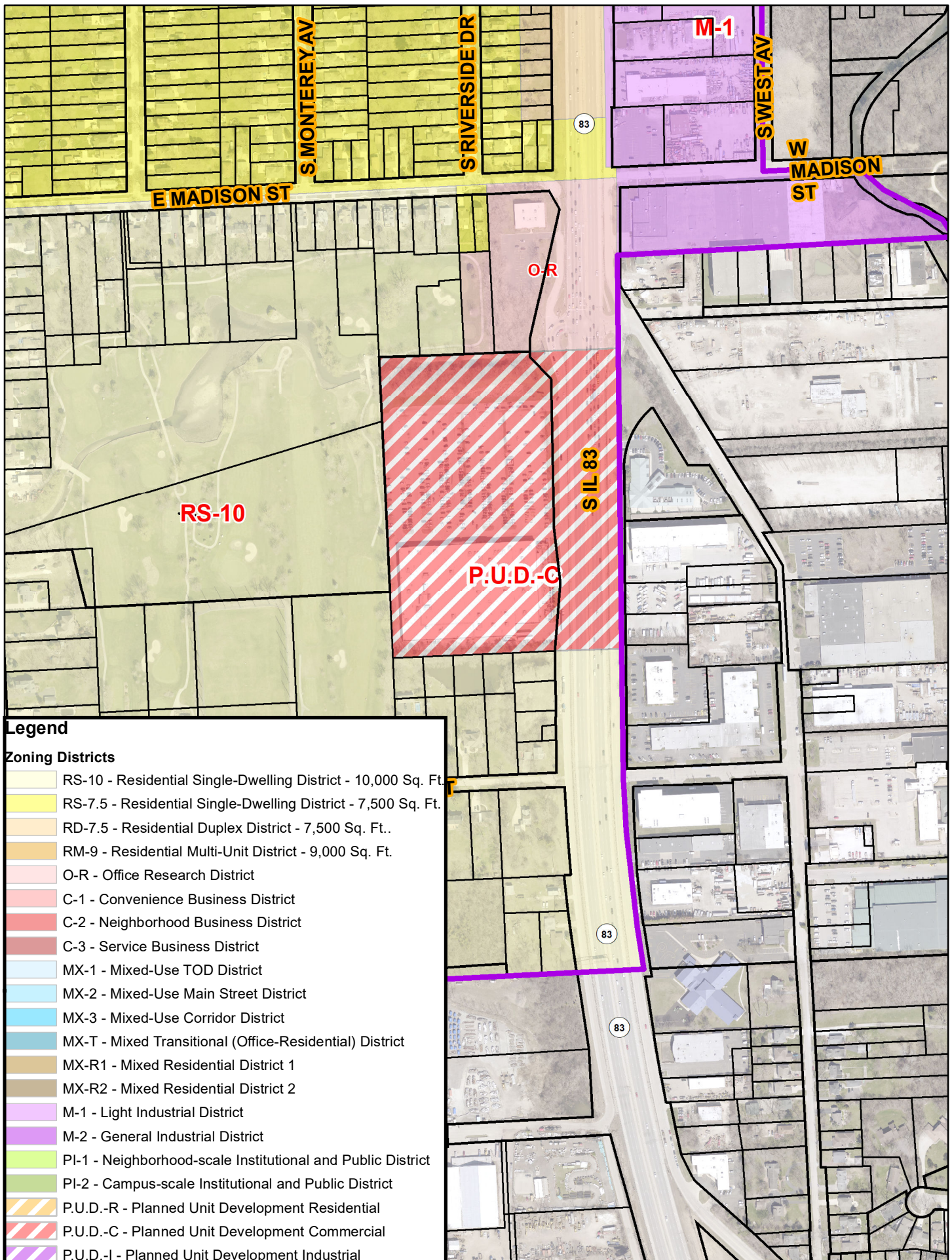
LEGALLY DESCRIBED AS:

PARCEL 1: LOT 31 (EXCEPT THE NORTH 210 FEET THEREOF) AND (EXCEPT ALL THAT PART LYING EAST OF THE STATE ROUTE 83, NORTH OF POPLAR STREET AND WEST OF RIVERSIDE DRIVE) AND (EXCEPT THAT PART TAKEN FOR ROUTE 83 AS PRESENTLY CONSTITUTED AND LAID OUT) IN PARK FARMS, BEING A SUBDIVISION IN SECTIONS 14 AND 15, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1909 AS DOCUMENT 97528, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: LOT 29 IN PARK FARMS, BEING A SUBDIVISION IN SECTIONS 14 AND 15, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1909 AS DOCUMENT 97528, IN DUPAGE COUNTY ILLINOIS.

PARCEL 3: THAT PART OF LOT 28 LYING WEST OF THE WEST LINE OF HIGHWAY AS DEDICATED TO THE STATE OF ILLINOIS BY INSTRUMENT DATED JANUARY 22, 1932 AND RECORDED MARCH 21, 1932 AS DOCUMENT 323399 (EXCEPT THAT PART OF SAID LOT 28 DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID LOT 28 AND THE WEST RIGHT OF WAY LINE OF STATE ROUTE 83 (FORMER ROUTE 54) AS DEDICATED BY DOCUMENT 323399 RECORDED MARCH 21, 1932; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE OF STATE ROUTE 83, A DISTANCE OF 410.47 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF JACKSON STREET (FORMERLY POPLAR STREET); THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF JACKSON STREET, A DISTANCE OF 25.02 FEET; THENCE SOUTHERLY AT AN ANGLE OF 94 DEGREES, 17 MINUTES, 04 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 180.70 FEET TO AN ANGLE POINT 5.0 FEET WEST OF, AS MEASURED PERPENDICULAR TO, THE SAID WEST RIGHT OF WAY LINE OF STATE ROUTE 83; THENCE SOUTHERLY AT AN ANGLE OF 11 DEGREES, 19 MINUTES, 11 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 231.74 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 28; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 25.02 FEET TO THE POINT OF BEGINNING) ALL IN PARK FARMS, BEING A SUBDIVISION IN SECTIONS 14 AND 15, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1909 AS DOCUMENT 97528. IN DUPAGE COUNTY, ILLINOIS.

PROPERTY SIZE: 12.9 acres





MEMORANDUM

TO: Village Board of Trustees
FROM: Mike Guerra, Director
DATE: November 13, 2023
SUBJECT: An Ordinance Approving a Water Purchase and Sale Contract with DuPage Water Commission and Contract Customers

RECOMMENDED ACTION:

The proposed ordinance would authorize the Village President to extend the contract with the DuPage Water Commission and Contract Customers to purchase potable water for the Village of Villa Park. The original contract is set to expire on February 24, 2024, and a new contract is needed to continue the purchase of water. Staff recommends passage of this ordinance.

BACKGROUND:

The original 1986 water purchase and sales contract with the DuPage Water Commission will expire on February 24, 2024. Therefore, a new contract is required to renew the relationship of purchasing potable water from the DuPage Water Commission for the Village's distribution system for its residents. This contract is a cooperative agreement that will cover the sale of water to 28 governing bodies, 1 federal institution, and 2 non-governmental corporations. Due to the timing of signatures from all the customers, DWC is requesting that each agency pass the ordinance for a new contract before the end of 2023 to allow for the collection of signatures and their board acceptance.

DISCUSSION:

In addition to the approval of this contract, DWC is seeking an improved agreement with the City of Chicago for the supply of water as their original 40-year contract is expiring next year. DWC will exercise their option to extend the agreement as presented in the resolution for concurrence for another 15-20 years, thus requiring a new contract with its current members. The length of the contract is so short because DWC wants to continue pressure on Chicago to provide a lower price for water. DWC is currently charged the same rate as customers of the City of Chicago at the tap. For this reason, DWC is looking at other options if they cannot negotiate a lower rate from Chicago. This is in the companion Resolution under item 10.f.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A WATER PURCHASE AND SALE CONTRACT
BETWEEN THE DUPAGE WATER COMMISSION AND CONTRACT CUSTOMERS**

WHEREAS, the Village of Villa Park is a current customer of the DuPage Water Commission (the “Commission”) pursuant to the Water Purchase and Sale Contract Between the DuPage Water Commission and Charter Customers dated June 11, 1986 (the “Original Contract”); and

WHEREAS, the Original Contract expires on February 24, 2024;

WHEREAS, the Commission and current customers desire and intend to enter into a new Water Purchase and Sale Contract Between The DuPage Water Commission and Contract Customers (the “New Contract”) (attached hereto as Exhibit 1 and incorporated as if fully set forth herein) whereby the Commission will supply water to the customers according to the terms and conditions of the New Contract negotiated between them; and

WHEREAS, the Village Board deems it to be in the best interests of the village and its residents to approve and enter into the New Contract.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Villa Park as follows:

SECTION ONE: The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Village Board.

SECTION TWO: The Water Purchase and Sale Contract Between The DuPage Water Commission and Contract Customers attached hereto and by this reference incorporated herein and made apart hereof as Exhibit 1, shall be and hereby is approved and ratified.

SECTION THREE: The Village President is hereby authorized and directed to execute the Water Purchase and Sale Contract Between The DuPage Water Commission and Contract Customers attached as Exhibit 1 on behalf of the Village.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its adoption.

PASSED AND APPROVED THIS ____ DAY OF _____, 2023.

President, Village of Villa Park

ATTEST:

Clerk, Village of Villa Park

ADOPTED THIS ____ DAY OF _____, 2023, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

EXHIBIT 1

**WATER PURCHASE AND SALE CONTRACT BETWEEN THE DUPAGE WATER
COMMISSION AND CONTRACT CUSTOMERS**

DU PAGE WATER COMMISSION
Counties of DuPage, Cook, Kane and Will, Illinois

WATER PURCHASE AND SALE CONTRACT

Between

The DuPage Water Commission

and

Contract Customers

DuPAGE WATER COMMISSION
COUNTIES OF DuPAGE, COOK, KANE AND WILL ILLINOIS

AND

VILLAGE OF ADDISON
VILLAGE OF BARTLETT
VILLAGE OF BENSENVILLE
VILLAGE OF BLOOMINGDALE
VILLAGE OF CAROL STREAM
VILLAGE OF CLARENDON HILLS
CITY OF DARIEN
VILLAGE OF DOWNERS GROVE
COUNTY OF DUPAGE
CITY OF ELMHURST
VILLAGE OF GLENDALE HEIGHTS
VILLAGE OF GLEN ELLYN
VILLAGE OF HINSDALE
VILLAGE OF ITASCA
VILLAGE OF LISLE
VILLAGE OF LOMBARD
CITY OF NAPERVILLE
VILLAGE OF OAK BROOK
CITY OF OAKBROOK TERRACE
VILLAGE OF ROSELLE
VILLAGE OF VILLA PARK
VILLAGE OF WESTMONT
CITY OF WHEATON
VILLAGE OF WILLOWBROOK
VILLAGE OF WINFIELD
CITY OF WOOD DALE
VILLAGE OF WOODRIDGE
ILLINOIS-AMERICAN WATER COMPANY
ARGONNE NATIONAL LABORATORY
AQUA ILLINOIS

WATER PURCHASE AND SALE CONTRACT
DATED AS OF _____, _____

WATER PURCHASE AND SALE CONTRACT

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DuPAGE WATER COMMISSION
COUNTIES OF DuPAGE, COOK, KANE AND WILL, ILLINOIS
WATER PURCHASE AND SALE CONTRACT

This Water Purchase and Sale Contract, dated as of XX, by and between the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "Commission"), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.* (collectively, the "Acts"), and each of the following units of local government and private water providers in the State of Illinois:

Unit of Local Government

Village of Addison	Village of Lisle
Village of Bartlett	Village of Lombard
Village of Bensenville	City of Naperville
Village of Bloomingdale	Village of Oak Brook
Village of Carol Stream	City of Oakbrook Terrace
Village of Clarendon Hills	Village of Roselle
City of Darien	Village of Villa Park
Village of Downers Grove	Village of Westmont
County of DuPage	City of Wheaton
City of Elmhurst	Village of Willowbrook
Village of Glendale Heights	Village of Winfield
Village of Glen Ellyn	City of Wood Dale
Village of Hinsdale	Village of Woodridge
Village of Itasca	

Others

Illinois-American Water Company
Argonne National Laboratory
Aqua Illinois

WITNESSETH:

WHEREAS, the Commission has been organized under said division and the Acts to supply water within its territorial limits; and

WHEREAS, the aforementioned units of local government (the "Contract Customers" as hereafter defined) have each executed counterparts of this Contract and are authorized under the Acts to receive potable water from Lake Michigan ("Lake Water" as hereafter defined) through the instrumentality of the Commission and, by executing this Contract are enabling the Commission to construct and complete its waterworks system (the "Waterworks System" as hereafter defined); and

WHEREAS, the Contract Customers each have a waterworks system (a "Unit System" as hereafter defined) and have each received or may properly petition to receive from the State of Illinois Department of Natural Resources, Office of Water Resources, a "Water Allocation" as hereafter defined; and

WHEREAS, the Commission has entered into a contract to purchase Lake Water sufficient to meet the water supply needs of the Commission and the Contract Customers and others (the "Water Supply Contract" as hereafter defined); and

WHEREAS, the Commission proposes to issue and sell its "Bonds" as hereafter defined from time to time during the term of this Contract in sufficient amounts for the payment of: "Cost of the Project" as hereafter defined; and

WHEREAS, the Bonds will be issued from time to time by the Commission pursuant to a "Bond Resolution" as hereafter defined; and

WHEREAS, pursuant to the Acts, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, as amended, and the Public Utilities Act, 220 ILCS 5/1 *et seq.*, as amended, the Commission and its Customers are authorized to enter into this Contract; and

WHEREAS, by the execution of this Contract, its Customers are surrendering none of their respective rights to the ownership and operation of their respective Unit Systems, except as expressly limited to this Contract, nor is the Commission surrendering any of its rights to the ownership and operation of its Waterworks System, but all expressly assert their continued right to operate such systems; and

WHEREAS, it is known to its Customers that the Commission may use this Contract as the basis for obtaining loans from time to time to be evidenced by the issuance of the Bonds and for payment of the principal of and premium, if any, and interest on the Bonds and as the means for the payment of its maintenance and operating expenses; and for the establishment and maintenance of accounts and reserves for such purposes as may be required in the Bond Resolution authorizing issuance of Bonds or authorized by applicable statutes; and

WHEREAS, its Customers recognize that the Commission may in the future enter into contracts with other "Subsequent Customers" as hereafter defined and other customers as may be served from time to time who have Water Allocations; and

WHEREAS, the Commission, in Article VI, Section 7.b of its By-Laws, requires a greater than majority vote containing a certain composition of Commissioners to validate certain motions, resolutions or ordinances; and the Contract Customers enter into this Contract in reliance upon the continuation of procedural rules of the Commission as set forth in said Article VI, Section 7.b which grant this vote and composition; and

WHEREAS, this Contract also contains certain requirements for the nature and composition of the vote of the Commission required to effectuate certain actions relating to the contractual rights of the Contract Customers herein; and such Contract Customers execute this Contract in reliance upon the continuation of such requirements for the term of this Contract; and

WHEREAS, the Contract Customers have entered into this Contract in reliance upon Section 2 (j) of the Water Commission Act of 1985 which provides that units of local government may enter into contracts for the supply of Lake Water with the Commission in contemplation of and reliance upon the pledge of the State of Illinois that no subsequent legislation would impair or limit the power or ability of a County Water Commission or a unit of local government fully to carry out the terms of any contract for the supply of Lake Water; and, in particular, the rights of the Contract Customers and the obligations of the Commission under this Contract are intended by the Contract Customers and acknowledged by the Commission to be subject to such pledge and agreement of the State of Illinois;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

The preambles hereto are hereby incorporated herein by reference, as if set out in full. Section numbers and captions are for reference and convenience only and do not expand or limit the meaning as contained in the text of this Contract. A definition in the singular may be used in the plural, and vice-versa.

Section 1. Definitions. The following words and phrases shall have the following meanings when used in this Contract, unless the context clearly indicates a different meaning is intended.

“Aggregate Costs” means Operation and Maintenance Costs, Fixed Costs and Underconsumption Costs, collectively, as herein defined.

“Bonds” means all of the Commission’s obligations which are payable from the revenues of the Waterworks System, whether in the form of bonds, notes, or other evidences of indebtedness, in whatever original principal amount, together with any such additional revenue obligations authorized by statute to be issued by the Commission from time to time and refunding revenue obligations issued to refund other such obligations.

“Bond Resolution” means the Commission’s bond resolution or bond resolutions or bond ordinance or bond ordinances under which the Commission will authorize the issuance of and issue Bonds.

“Charter Customers” means the units of local government that executed the original contract between the Commission and its customers dated June 11, 1986.

“Commission” means the DuPage Water Commission, Counties of DuPage, Cook, Kane and Will, Illinois.

“Contract” means this Contract.

“Contract Customers” collectively means Charter Customers and any other entity that has executed a contract with the Commission to receive Lake Michigan Water from the Commission and wholesale it to the public prior to the date of this Contract.

“Cost of the Project” means, with respect to a Project, all costs of the Project, including costs of the acquisition of necessary lands, easements, and rights-of-way over lands and waters; the erection, construction, rehabilitation, repair and replacement of pumping, storage or other facilities, and the installation of mains and pipelines; costs of financing and administration during any period of acquisition, erection, construction, rehabilitation, repair, replacement or installation, as aforesaid; costs of repayment of such interim indebtedness as may be incurred for such costs, including administrative expenses prior to issuance of Bonds for a Project; and costs for such other purposes, including without limitation reasonable reserves and working capital, as may be determined by the Commission.

“Customer” means any customer purchasing water from the Commission.

“Fiscal Year” means the fiscal year of the Commission.

“Fixed Costs” means an amount sufficient, at all times, to pay the principal of and premium, if any, and interest on Bonds, to provide reserves required therefor, to provide an adequate depreciation fund for the Waterworks System, to comply with the covenants of the Bond Resolution, and to pay reasonable capital costs necessary to carry out the corporate purposes and powers of the Commission; and except as any of the above are included in Operations and Maintenance Costs.

“Full Water Requirements” means, with respect to a Customer, the amount of water necessary from time to time to meet the potable water requirements of all then current customers served by the Unit System of such Customer (including municipal use where applicable) whether within or without the corporate limits or applicable service area of such Customer.

“Lake Water” means potable, filtered water drawn from Lake Michigan.

“Minimum Take or Pay Requirement” means a requirement that a certain minimum amount of Lake Water from the Waterworks System will be taken or, if not taken, will be paid for on the same basis as if taken.

“Operations and Maintenance Costs” means amounts payable under the Water Supply Contract, but not including Underconsumption Costs except as provided in

Section 10 of this Contract, and similar water supply contracts, and all expenses incurred in the administration, operation and maintenance of the Waterworks System and the accumulation of reserves related to payment of said costs. Upon the adoption of a Bond Resolution by the Commission in connection with the sale of Bonds, Operation and Maintenance Costs payable under this Contract shall in any month at least be equal to the amount required to be deposited in that month into the operation and maintenance fund or account created under the Bond Resolution.

“Project” means any acquisition or construction for the provision of Lake Water related to the Waterworks System including initial acquisition and construction thereof and all future improvements or extensions, acquisition, construction, repair, maintenance or replacement thereof.

“Subsequent Customer” means a customer of the Waterworks System which has a Water Allocation, is not a Contract Customer and is served pursuant to a Subsequent Contract executed after the Effective Date of this contract.

“Subsequent Contract” means a contract which provides for a Customer to take its Full Water Requirements from the Waterworks System or contains a Minimum Take or Pay Requirement and which contract further provides for storage and other requirements, terms of payment (expressly subject to the following sentence), Force Majeure and Commission Defaults substantially the same as Sections 3, 6, 13, 14, and 15 hereof (which provisions may relate to a Full Water Requirements agreement or a Minimum Take or Pay Requirement agreement as the case may be). The rate or charges for Lake Water may be higher than those provided herein, and only the terms of payment need be substantially the same.

“Trustee” means the trustee provided in the Bond Resolution.

“Underconsumer” means, for any given year, a Contract Customer which takes less Lake Water in such year than its Water Allocation times 365 times the Underconsumption Ratio for such year.

“Underconsumption” means the amount by which the amount of Lake Water actually taken by a Contract Customer is less than the Underconsumption Ratio times such customer’s Water Allocation times 365.

“Underconsumption Costs” means any amount which the Commission is obligated to pay under the Water Supply Contract solely by reason of failure to accept delivery of the minimum quantity of Lake Water that the Commission is obligated to purchase under the Water Supply Contract.

“Underconsumption Ratio” means, for any given year, (i) the minimum amount of Lake Water required to be taken by the Commission under the Water Supply Contract divided by (ii) the sum of the Water Allocations of all Contract Customers times 365.

“Unit System” means the waterworks system or combined waterworks and sewerage system (if such systems are combined for financing and accounting purposes) from time to time of a Contract Customer.

“Water Allocation” means, with respect to a Customer, such Customer’s allocation and allowable excess from time to time of Lake Water pursuant to the Level of Lake Michigan Act, as amended from time to time as ordered by the Illinois Department of Natural Resources; or such other amounts of Lake Water as a Customer may lawfully take.

“Water Supply Contract” means the water supply contract, dated March 19, 1984, between the Commission and the City of Chicago, Illinois, as amended, supplemented or extended from time to time, or any alternative water supply agreement.

“Waterworks System” means all the Commission’s facilities, including land, easements, rights-of-way over lands and waters, pumping, storage and other facilities, mains and pipelines acquired and used for the purposes of providing and transmitting Lake Water to Customers which may be modified, amended and supplemented from time to time by the Commission in its sole discretion to serve the Lake Water needs of only those Customers or potential Customers located within the territorial limits of the Commission or within territory which becomes part of “included units” in the Acts.

Section 2. Water Supply.

(a) Agreement to Purchase and Sell. Subject to the provisions of this Contract, the Commission shall sell to each Contract Customer and each Contract Customer agrees to purchase from the Commission an amount of Lake Water necessary from time to time to serve its Full Water Requirements. The Commission’s obligation to each Contract Customer, however, to deliver Lake Water hereunder shall be limited to a maximum annual amount equivalent to such Contract Customer’s then current Water Allocation and to a maximum rate of Lake Water in any one hour equal to 1.7 times such Contract Customer’s Water Allocation divided by 24. Further, the Commission’s obligation to each Contract Customer to deliver Lake Water at a maximum hourly rate shall be divided among the connection points, if more than one of each such Contract Customer as provided in the design of the Waterworks System.

(b) Certain Limits on Supply and Commission’s Power to Contract. The Commission shall use its best efforts to furnish Lake Water to the Contract Customers as hereinabove provided, but its obligation hereunder shall be limited by (i) the amount of Lake Water from time to time available to the Commission; (ii) contracts between the Commission and its other Customers; (iii) the capacity of the Waterworks System; and (iv) ordinary transmission loss, including standard metering error, between the Commission’s source of supply and the points of delivery. The Commission shall not enter into contracts with other Customers that would cause the Commission to be obligated to sell Lake Water in excess of the least of (i) Waterworks System capacity, (ii)

the maximum amount of Lake Water available under the Water Supply Contract or (iii) an amount which would decrease the amount of Lake Water then being supplied or to be supplied in the future to the Contract Customers.

(c) Emergency or Maintenance Shut-Off. The Commission undertakes to use reasonable care and diligence to provide a constant supply of Lake Water as herein provided for, but reserves the right at any time temporarily to turn off the Lake Water in its mains for emergency and maintenance purposes. The Commission shall give to the Contract Customers notice not less than forty-eight (48) hours in advance of any such turn-off, except that in emergencies it shall give notice which is reasonable under the particular circumstances.

(d) Curtailment; Emergency Use of Other Sources. If it becomes necessary for the Commission to limit its delivery of Lake Water to its Customers for any reason, each Contract Customer shall be entitled to the fullest extent possible to receive during such period of curtailment its pro rata share of Lake Water available as determined by the ratio of its total Lake Water use during the prior Fiscal Year to the sum of Lake Water use during the prior Fiscal Year of all Customers entitled to Lake Water during such period of curtailment. Nothing in this Contract shall be construed to prohibit each Contract Customer from serving its customers in cases of emergency, or when the Commission for whatever reason is unable to meet such Contract Customer's Full Water Requirements, from any source including wells owned by such Contract Customer and maintained for emergency use.

(e) Water Quality. The Commission further undertakes to provide that all Lake Water delivered to the Commission under said contracts shall be of such quality, at the point of delivery to the Commission under said contracts, as to meet the requirements of any Federal, State or local agency as shall have jurisdiction from time to time for the operation of public water supplies. The Commission shall supply each Contract Customer with Lake Water of a quality commensurate with that furnished other Contract Customers, and meeting state and federal water quality standards. The Commission bears no responsibility for the contamination of Lake Water or deterioration of water quality occurring beyond the points of delivery to the Contract Customers.

Section 3. Storage, Delivery, Distribution and Conservation.

(a) Storage. The Water Supply Contract currently requires the Commission to provide for and maintain water storage within the Waterworks System and certain Customer Unit Systems, collectively, of sufficient capacity to store not less than two times the annual average daily water demands (including operable shallow well capacity which may be counted towards meeting up to ten percent (10%) of the storage requirements.) In the event the City of Chicago enforces the minimum water storage standards and thereby requires the Commission to provide additional water storage and capacity, then this Section will apply. Each Contract Customer agrees to use its best efforts to increase the water storage capacity of its Unit System; but in no event shall a Contract Customer be required to increase the water storage capacity contained in its Unit System (including

its operable shallow well capacity which may be counted towards meeting up to ten percent (10%) of its storage requirements) to an amount more than twice the amount of its then annual average daily water demand, less that portion of the Commission's storage capacity in its Waterworks System equal to such Contract Customer's annual average daily water demand divided by the total annual average daily water demands of all Customers (to the extent that such Customers are included as parties for whom storage must be provided and maintained under the provisions of the Water Supply Contract) .

(b) Points of Delivery, Back-Flows, Pressure. The points of delivery shall be defined as the points of outlet where the Lake Water delivered hereunder leaves the Waterworks System and enters a Unit System. These points will be to the lesser of ten feet downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations. The number and location of connections to each Contract Customer's system are shown on Exhibit 1. Each Contract Customer shall receive its supply of Lake Water downstream of the Commission's metering stations at pressures that will vary from time to time. Each point of delivery shall have a pressure adjusting or rate control station. Each Contract Customer is responsible for the siting, design, construction, operation, maintenance and replacement of the pressure adjusting or rate control stations supplied by Contract Customer to convey water from the Waterworks System into the Unit System.

Future construction and modification of plans and specifications of the pressure increasing/reducing stations shall be submitted to the Commission for review and approval, which shall not be unreasonably withheld.

Each Contract Customer's operation of its pressure adjusting or rate control stations shall not cause surges or back-flows into the Waterworks System nor shall the operation of the Customer's pressure adjusting or rate control facilities cause the Waterworks System pressure to drop below 20 psi. The Commission shall not be responsible for any damage to the Unit System caused by design, operation or maintenance of the Customer's connection facilities to the Waterworks System.

(c) Contract Customer to Maintain Water Quality and Unit System and to Prevent Waste. Each Contract Customer agrees to operate its Unit System from the points of delivery on to the consumer in such a manner as at no time to place the Commission and the Waterworks System in jeopardy of failing to meet the regulations of any agency or governmental authority having jurisdiction for its operation of public water supplies. Each Contract Customer also agrees to notify the Commission as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quantity or quality of the Lake Water received hereunder or the Waterworks System.

Section 4. Measuring Equipment.

(a) Commission to Supply Equipment, Official Record. The Commission shall furnish, install, own, operate, maintain, repair and replace, at its own expense, at the

points of delivery the necessary equipment and devices of a type meeting the standards of the American Waterworks Association for measuring properly the quantity of Lake Water delivered under this Contract, together with such above-ground structures as the Commission shall deem necessary to house such equipment and devices. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Commission. Such structures and equipment shall be located at sites selected and provided by each Contract Customer, respectively, for Lake Water delivered to it, for such purpose. Such sites shall be subject to review and approval by the Commission, which shall not be unreasonably withheld. Each Contract Customer shall grant to the Commission a property interest in each respective site sufficient to enable the Commission to install, use, operate and maintain such structures and equipment during the term of this Contract; however, each Contract Customer shall be responsible for maintaining the grounds and landscaping, including but not limited to shrubbery and other plantings, located on each site provided. The Commission and each Contract Customer shall have access to such structures and equipment for examination and inspection at all reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Commission. For the purpose of this Contract, the official record of readings of the meter or meters shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of a Contract Customer, the Commission will give the Contract Customer a copy of such journal or record book, or permit the Contract Customer to have access thereto in the office of the Commission during regular business hours.

(b) Calibration. At least once in each Fiscal Year, the Commission shall calibrate its meters dedicated to measuring Lake Water to a Contract Customer if requested in writing by such Contract Customer to do so, in the presence of a representative of the Contract Customer, and the Commission and such Contract Customer shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary, and if any check meters as hereinafter provided for have been installed, such meters shall also be calibrated by the Contract Customer in the presence of a representative of the Commission and the Commission and such Contract Customer shall jointly observe an adjustment in case any adjustment is necessary.

(c) Check Meters. A Contract Customer may, at its option and its own expense, install and operate a check meter to check each meter installed by the Commission, but the measurement of Lake Water for the purpose of this Contract shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Commission, but the calibration and adjustment thereof shall be made only by such Contract Customer, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of water delivered, in which case the calibration and adjustment thereof shall be made by the Commission with like effects as if such check meter or meters had been furnished and installed by the Commission.

(d) Variations between Meters; Reconciliation. Notwithstanding the foregoing, if the Commission or any Contract Customer at any time observes a variation between a delivery meter and a check meter, if any such check meter shall have been installed, or any other evidence of meter malfunctions, such party shall promptly notify the other party and the Commission and such Contract Customer shall then cooperate to procure an immediate calibration test and adjustment of such meter to accuracy and shall jointly observe any such adjustment. The party who discovers such variation shall give the other party notice not less than forty-eight (48) hours prior to the time of all tests of meters (which tests shall be conducted during normal working hours) so that the other party may conveniently have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this paragraph, proceed in the absence of said representative. If, upon any test, the percentage of inaccuracy of any meter is found to be in excess of two percent (2%), registration thereof shall be corrected by agreement of the Commission and such Contract Customer based upon the best data available, for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of 183 calendar days of meter operation. If for any reason any meters are out of service or out of repair so that the amount of Lake Water delivered cannot be ascertained or computed from the reading thereof, the Lake Water delivered during the period such meters are out of service or out of repair shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of Lake Water delivered during such period shall be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculations, or (ii) if the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately.

(e) Removal of Commission Metering Station. Within ninety (90) days after the termination of this Contract (absent a failure to renew), the Commission shall at its own expense remove metering equipment and stations from and restore the property of each Contract Customer to which such termination without renewal applies. If the Commission fails to remove and restore, as aforesaid, the Contract Customer affected may elect to enforce its right to same or to take title to such equipment and station.

Section 5. Unit of Measurement. The unit of measurement for Lake Water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the Commission and affected Contract Customer otherwise agree, to be so calibrated. In the event that it should become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one (1) cubic foot.

Section 6. Prices and Terms of Payment.

(a) Operation and Maintenance Costs; Underconsumption Costs. Each Contract Customer shall pay a share of Operation and Maintenance Costs for each month, which shall be an amount equal to the then current price per 1,000 gallons for Operation and Maintenance Costs times the quantity of Lake Water divided by 1,000 delivered by the Waterworks System to such Contract Customer for such month. At any time no Lake Water is being supplied through the Waterworks System to Contract Customers, each Contract Customer's share of monthly Operation and Maintenance Costs shall be that proportion of those costs which such Contract Customer's Water Allocation bears to the total Water Allocations of all Contract Customers required to make Operation and Maintenance Costs payments during the same period. The Commission may require Subsequent Customers to pay for any month a share of Operation and Maintenance Costs, which share may be based upon a rate or proportion higher than that which is applicable to Contract Customers. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the Contract Customers; provided, however, that in no event shall the Commission reduce the shares of Contract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer.

Each Underconsumer shall pay its share of Underconsumption Costs as determined and assessed by the Commission after notification of such costs by the City of Chicago or any subsequent water supplier. Each Underconsumer's share of Underconsumption Costs for a year shall be equal to the ratio of its Underconsumption to the aggregate Underconsumption of all Underconsumers for such year.

(b) Fixed Costs. Each Contract Customer agrees to pay its share of Fixed Costs for each Fiscal Year, which share shall be payable monthly and shall be that proportion of Fixed Costs which such Contract Customer's Full Water Requirements for the two preceding calendar years prior to such Fiscal Year bears to the sum of the Full Water Requirements or Minimum Take of Pay Requirements, as applicable, of all those Contract Customers for such two preceding calendar years. The Commission may require Subsequent Customers to pay for any month a share of Fixed Costs which is greater than said proportion. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the Contract Customers; provided, however, that in no event shall the Commission reduce the shares of Contract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer. Prior to the Commission's delivery of Lake Water to any Contract Customer for two (2) calendar years, each Contract Customer's share of monthly Fixed Costs shall be that portion of Fixed Costs which such Contract Customer's Water Allocation bears to the total Water Allocations of Contract Customers.

(c) Bills and Due Date. The Commission shall notify each Contract Customer of such Contract Customer's share of Aggregate Costs for a month on or before the tenth (10th) day of the following month. The Contract Customer's share of Aggregate Costs for a month shall be due and payable and must be received at the offices of the Commission on or before the tenth day of the month following the month of the

Commission's notification. If the Commission provides the notice later than the tenth (10th) day of the month, Contract Customer shall have twenty-eight (28) days from the date of notification to make said payment.

(d) Default Shares. If any Customer shall default in the payment to the Commission of any part of its share of Aggregate Costs, or any part of the payment of its share due pursuant to this subsection 6(d), each Contract Customer agrees to pay a share of the amount so in default to the Commission, which share shall be in the same proportion as such Contract Customer's share of the Aggregate Costs for the month prior to the month of the default bears to the sum of the shares of Aggregate Costs in that month of all Contract Customers obligated to make payments under this subsection 6(d) not in default. A Contract Customer's share of defaulted Aggregate Costs, or such defaulted payment of shares, as the case may be, shall be due and payable twenty-one (21) days after the Commission's written demand therefor. The demand shall include the Commission's calculations of the amount due by the Contract Customer hereunder. If and when the defaulting Customer makes a payment to the Commission of a defaulted amount or interest thereon for which the Contract Customers have made a payment to the Commission under this paragraph, the Commission will pay to each Contract Customer its proportionate share of such amount, including any such interest paid thereon.

(e) Disputed Payments. If a Contract Customer desires to dispute all or any part of any payments under this Agreement, the Contract Customer shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the Commission that charges are disputed, the grounds for dispute and the amount in dispute.

Upon receipt of notification of dispute, representatives of the Commission shall meet with representatives of the Contract Customer to resolve such dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within twenty-one (21) days of receipt by Contract Customer of the bill, or within a reasonable period from the time the Contract Customer knew or should have known of the facts giving the rise to the dispute.

The Commission and the Contract Customer shall promptly attempt and continue efforts to resolve the dispute. In the event that it is determined that the Contract Customer shall have overpaid, it shall receive a refund with interest at the rate set out in subsection (f).

(f) Interest on Overdue Payments. If a Contract Customer shall fail to make any payment required under this Contract on or before its due date, such Contract Customer shall be in default, and interest on the amount of such payment shall accrue during the period of non-payment at the maximum legal rate payable by an Illinois non-home rule unit, not to exceed the higher of the weighted average effective interest rate on all series of Bonds of the Commission any of which are then outstanding plus two percent (2%) or the prime rate from time to time announced by the largest commercial bank, measured in

terms of total assets, located and doing banking business in the State of Illinois, plus five percent (5%), from the date such payment becomes due until paid in full with interest as herein specified. In the event such payment is not made within thirty (30) days from the date such payment becomes due, the Commission may at its option and in its discretion reduce or discontinue delivery of Lake Water to the Contract Customer until the amount due the Commission is paid in full with interest as herein specified. The Commission shall give notice to the Contract Customer not less than twenty (20) days prior to the event of its intention to reduce or discontinue delivery of Lake Water in accordance with this subsection (f) and shall provide the Contract Customer an opportunity for a hearing prior to any reduction or discontinuance. If the Commission reduces or discontinues the delivery of Lake Water under such circumstances, the Contract Customer shall, nevertheless, continue to be liable to pay all charges herein provided for. The rights specified in this subsection shall be in addition to all other rights and remedies available to the Commission at law or in equity for breach of any of the provisions of this Contract.

(g) Security Deposit. If a Contract Customer is in default in any payment due under this Contract and the default is not cured within thirty (30) days after the due date of the defaulted payment, the Commission may, at its option, require such Contract Customer, as a further obligation under this Contract, to deposit as security for the payment of such Contract Customer's obligations hereunder a reasonable amount determined by the Commission. The Contract Customer's compliance with the Commission's demand for a security deposit shall be a condition precedent to the curing of such Contract Customer's default and the restoration of the Lake Water service to such Contract Customer, if abated or reduced by reason of such default. The security deposit or any part thereof may, at the Commission's discretion, be applied to any subsequent default by the Contract Customer in any payments due hereunder. If so applied, the Contract Customer shall provide funds within three (3) business days to restore the security deposit to the amount required by the Commission. At the earliest of the end of the term of this Contract, a term of two (2) years after the curing of the most recent default by the Contract Customer, or at such time that the Commission may in its sole discretion determine, any security deposit shall be returned to the Contract Customer if the Contract Customer has performed all its obligations under this Contract.

(h) Rates to Contract Customers Same. No change in the rates or charges under this Contract for any Contract Customer may be made unless the same change is made for all Contract Customers.

(i) Limitation on Payments; Net Indebtedness of Contract Customers. Notwithstanding any other provisions of this Contract to the contrary, the payments required to be made by each Contract Customer under this Contract shall be required to be made solely from revenues to be derived by such Contract Customer from the operation of its Unit System. This Contract shall not constitute an indebtedness of any Contract Customer within the meaning of any statutory or constitutional limitation.

(j) May Use Other Moneys. Notwithstanding the provisions of Subsection (i) of this Section, the Contract Customers are not prohibited by this Contract from using other available funds to make the payments required by this Contract.

(k) Sole Method for Contract Customers to Enforce Provisions Hereof Against Other Customers. Each Contract Customer acknowledges that its obligations to make payments hereunder are of benefit to each other Contract Customer and to Subsequent Customers as such other Customers' obligations are of benefit to the Contract Customer. Accordingly, each Contract Customer agrees that, in addition to the Commission, Bondholders, a Trustee or other parties by law entitled to enforce the provisions of this Contract, any three (3) or more Subsequent Customers acting together may enforce the provisions of this Section 6, but only if the Commission has not acted to enforce such provisions within ninety (90) days of failure to make a payment hereunder. Any rights any Contract Customer has under this Contract or other contracts with the Commission shall be limited in enforcement as set forth herein.

(l) Beginning of Obligation to Pay. The obligation to make any and all payments under this Contract shall begin the month immediately following the issuance of any Bonds or the obtaining of Lake Water from the Commission, whichever is later.

(m) Provision in Lieu of Water Allocation. At any time when no Water Allocation is in effect for a Customer and reference to a Water Allocation is necessary to give meaning to a term of this Contract, the Water Allocation for such Customer shall be deemed to be such Customer's Full Water Requirements for the then most recently completed calendar year divided by 365.

Section 7. Procedural and Other Limitations; Further Covenants of the Commission. Notwithstanding any other provisions of this Contract, the Contract Customers shall have the rights enumerated within this section and the Commission in its activities shall be obligated in the manner provided in this section.

(a) Procedural Rule. No motion, resolution or ordinance concerning the subjects enumerated below shall be adopted by the Commission except by at least a majority affirmative vote of all of the Commissioners which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the County Board Chairman and forty percent (40%) of the Commissioners appointed by the Mayors as provided in the Acts: (1) Approval of individual contracts or a series of contracts related to a single Project in an amount in excess of \$100,000; (2) Setting of rates for the sale of Lake Water to Contract Customers; (3) Borrowing funds; (4) Exercise of eminent domain powers; (5) Employment of the General Manager and Financial Administrator, and managerial and professional consultants; (6) Amendment of the Water Supply Contract or (7) entering into any agreement to provide Lake Water to a Subsequent Customer.

(b) Lake Water Only. Without the prior approval of the corporate authorities of any Contract Customer affected, the Commission shall not deliver any water to a Contract

Customer other than Lake Water. Costs for Lake Water charged by the Commission shall only include Aggregate Costs relating to the purchase and delivery of Lake Water.

(c) Intentionally Omitted.

(d) Covenants to Be Set Out in Bond Ordinance. Any Bond Resolution passed by the Commission shall contain language to the following effect:

Any holder or registered owner of a bond or any of its coupons, in any civil action, mandamus, or other proceeding, may enforce and compel performance of all duties required by law to be performed by the Commission or by any customers of the Commission, including the making of rates and charges, the collecting of sufficient revenue and the application thereof, as provided by applicable law, and including, expressly, all of the terms and provisions of Sections 6, 7 and 16 of the Contract [referring to this Contract].

The parties or persons which make loans of funds to the Commission [by this Bond Resolution] have received the pledge of the State of Illinois that it will not impair or limit the power or ability of the Commission or a unit of local government fully to carry out the terms of any contract for the supply of water entered into by the Commission and a unit of local government for the term of such contract. For purposes of such impairment or limitation, the contracts for the supply of water executed by units of local government and the Commission contain terms and conditions intended by the parties thereto and by the Bondholders to be absolute conditions thereof.

(e) Absolute Conditions. For purposes of the pledge and agreement of the State of Illinois that it will not impair or limit the power or ability of the Commission or the Contract Customers fully to carry out the terms and conditions hereof, all terms and conditions contained herein are intended to be absolute conditions hereof and are agreed to by the parties. It is hereby intended that no change in the Act or other law or regulation subsequent to the date hereof shall affect any of the terms or provisions of this Contract, and neither the Contract Customers nor the Commission, without the unanimous consent of all of them, shall take any actions under a change in the Act or other law or regulation contrary to the terms and conditions herein.

(f) Emergency Supply. A Contract Customer may contract for a temporary supply of water in case of an emergency from any other unit of local government or any entity.

(g) Governance. For the term of this Contract, the number of Commissioners appointed by the Mayors as provided in the Act shall be not less than one-half (1/2) the total number of Commissioners (excluding, expressly, for purposes of said count, the Chairman).

(h) Retail Sales. The Commission shall not engage in the retail sale or distribution of water to residents or customers of any Contract Customer.

(i) Evidence of Customer Action. Wherever in this Contract the consent or authorization of a Contract Customer or a group of Contract Customers are required, the consent may only be evidenced by a resolution or motion passed by the corporate authorities of the Contract Customer.

(j) Limitation on Funds. No funds received by the Commission from Operation and Maintenance Costs or Fixed Costs payable from Contract Customers may be expended for the planning, construction, operations or maintenance of a waterworks system other than the Waterworks System, or the extension thereof, specified within this Contract.

(k) Certain Budget, Rate Limitation, Notice and Hearing Provisions. Not less than sixty (60) days prior to the beginning of each Fiscal Year, the Commission shall prepare and send to the Contract Customers a tentative budget. Each such budget shall include, among such other items as the Commission may choose, an estimate of Fixed Costs to be payable by each Contract Customer in a stated aggregate dollar amount per month for each and an estimate of Operations and Maintenance Costs in a stated price per 1,000 gallons. The Commission will hold a hearing on such budget, at which the Contract Customers may be heard, and shall give the Contract Customers not less than twenty-one (21) days notice of such hearing. Operations and Maintenance Costs payable in each Fiscal Year shall be determined and assessed by the Commission on a price per 1,000 gallons basis; such price may not exceed the estimate as set forth in the tentative budget unless the Commission shall hold a hearing on such higher price, at which the Contract Customers may be heard, and shall give the Contract Customers not less than twenty-one (21) days' notice of such hearing.

Section 8. Special Conditions and Covenants.

(a) Commission to Build Waterworks System and Supply Lake Water. The Commission shall, subject to the other terms and conditions of this Contract, continually hold itself ready, willing and able to supply Lake Water to any Contract Customer. The Commission shall also use its best efforts, consistent with its legal obligations to its other Customers and consistent with fair and equitable treatment of all of its Customers, to supply each Contract Customer with such additional amounts of Lake Water as may be from time to time allocated to such Contract Customer over and above its present Water Allocation, but the Commission does not hereby guarantee a supply of such additional amounts.

(b) Title to Lake Water. Title to all Lake Water supplied hereunder shall remain in the Commission to the lesser of the points ten feet (10 ft.) downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations for each Unit System and thereupon shall pass to such Contract Customer.

(c) Payments Hereunder an Operation Expense of Unit Systems. Obtaining water is an essential item of expense of the Unit Systems. To the fullest extent permitted by law or contract, all of the payments to be made by each Contract Customer hereunder shall constitute operating expenses of the Unit Systems as to any and all revenue bonds of such Contract Customer which are supported in whole or in part by a pledge of the revenues of its Unit System, with the effect that such Contract Customer's obligation to make payments from its water revenues under this Contract has priority over its obligation to make payments of the principal of and premium, if any, and interest on any such bonds which are or will be supported in whole or in part by a pledge of such Unit System revenues. Each Contract Customer shall make all budgetary, emergency and other provisions and appropriations necessary to provide for and authorize the prompt payment by such Contract Customer to the Commission of its shares of Aggregate Costs. The obligations of each Contract Customer under this Contract are further payable from all other accounts of the Unit System of each Contract Customer, respectively, for its shares, in which there are lawfully available funds. In any revenue bond ordinances or resolutions hereafter enacted by a Contract Customer, the priority of lien established pursuant to this Contract shall be expressly provided and set forth in said bond ordinances or resolutions. If legal action is brought against a Contract Customer challenging the priority of such Contract Customer's obligations hereunder over the lien of any revenue bonds supported by a pledge of the revenues of its Unit System, the Commission shall, if requested to do so by such Contract Customer, undertake the defense of the legal action at the Commission's expense.

(d) Commission Insurance. The Commission will carry insurance and/or maintain self-insurance with respect to the Waterworks System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserve funds shall be used in making good the loss or damage in respect of which they were paid except to the extent no longer deemed useful to or profitable in the operation of the Waterworks System, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.

(e) Commission to Continue to Serve. The Commission will use its best efforts to continue serving all the Contract Customers.

(f) Commission Covenant to Operate Properly. From time to time, the Commission will take steps reasonably necessary so that the Waterworks System may at all times be operated properly.

Section 9. Additional Contract Customer Covenants. Each Contract Customer further covenants as follows:

(a) Maintain and Operate Unit System. It will own and maintain its Unit System, and all improvements and extensions of its Unit System, in good repair and working order, will operate the same efficiently, and will punctually perform all duties with respect to its Unit System as may be required by the Constitution and laws of the State of Illinois and all other applicable laws and by all resolutions and ordinances of such Contract Customer.

(b) Rate Covenant. It will establish, maintain, revise as necessary and collect, rates and charges for customers of its Unit System as shall be required from time to time to produce revenues at least sufficient (i) to pay all amounts due under this Contract and to pay all other costs of operation and maintenance of its Unit System, (ii) to provide an adequate depreciation fund for its Unit System, (iii) to make all deposits in all funds and accounts required by the terms of resolutions or ordinances authorizing bonds payable from revenues of its Unit System and (iv) to pay the principal of and interest on all bonds of such Contract Customer payable from the revenues of its Unit System. The Commission may not sue to enforce the provisions of this Section as they relate to clauses (ii) through (iv) unless it can show that the ability of the Contract Customer to make the payments set forth in clause (i) is substantially impaired by the inadequacy of said rates and charges. The rates and charges for customers of a Unit System shall not be required, however, to be sufficient to produce amounts required to make payments under this Contract so long as available amounts sufficient for making such payments for the next six (6) months or the remainder of such Contract Customer's fiscal year, whichever is longer, shall have been set aside in cash or investments in a separate account in its Unit System Fund designated for the purpose of making payments under this Contract,

(c) Segregate Revenues. It shall provide for the segregation of all revenues of its Unit System in such Unit System Fund and provide for the application of the revenues for the purpose of subsection (b) of this Section. Moneys of a Unit System of a Contract Customer which exceed the obligations of such Contract Customer hereunder may be used for any lawful corporate purposes.

(d) Future Subordination of Revenue Bond Lien. Any resolution or ordinance of the Contract Customer which authorizes the issuance after the date of this Contract of any obligation of the Contract Customer to be paid from revenues of its Unit System will expressly provide that revenues of its Unit System may be used to pay principal of and premium, if any, and interest of those obligations only to the extent that those revenues exceed the amounts required to pay the operation and maintenance expenses of its Unit System including, expressly, all amounts payable from time to time under this Contract.

(e) General Covenant to Operate Properly. From time to time, it will take steps reasonably necessary so that its Unit System may at all times be operated in accordance with industry standards.

(f) Accounting and Audit. It will make and keep proper books and accounts (separate and apart from all other records and accounts of such Contract Customer) in which complete entries shall be made of all transactions relating to its Unit System, and, within two hundred ten (210) days following the close of each fiscal year of such Contract Customer, it will cause the books and accounts of its Unit System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of its Unit System.

(g) Maintain Ownership of Unit System and Properties. It will continue to own and possess its Unit System and will, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, dispose of property which is part of its Unit System only to the extent that the Commission consents in writing, which consent shall not be unreasonably withheld. This subsection (g) does not prohibit a Contract Customer from selling specific equipment that it considers surplus and that is no longer needed or utilized to operate its Unit System.

(h) Insurance. It will carry insurance or maintain self-insurance with respect to its Unit System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid except to the extent that the property damaged or lost would be permitted to be disposed of under subsection (g) of this Section, whether by repairing the property damaged or replacing the property destroyed, and provisions for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.

(i) Budget and Appropriations. It will adopt a budget or appropriations ordinance for each fiscal year of such Contract Customer, or otherwise in accordance with applicable state laws, provide lawful authority for payment of all sums anticipated to be due to the Commission during such fiscal year.

(j) Continue to Serve. It will use its best efforts to continue serving all customers of its Unit System within its territorial limits which are served as of the date of this Contract.

(k) Maintain Water Allocation. It will use its best efforts to obtain or retain, from time to time, a Water Allocation at least equal to its Full Water Requirements from time to time.

(l) Combining or Separating Unit System Accounts. It may combine its waterworks system with its sewerage system or separate its combined waterworks system and sewerage system into separate systems only on the conditions as follows: (i) the Contract Customer shall provide the Commission with written evidence that the

proposed combination or separation will not materially and adversely affect the Contract Customer's ability to comply with all of the terms, conditions and covenants of this Contract; and (ii) if the Commission shall then determine the proposed combination or separation will not materially and adversely affect the Contract Customer's ability to comply with all of the terms conditions and covenants of this Contract, then and only then the Commission shall approve such combination or separation and advise such Contract Customer in writing.

(m) Customer Covenants as to Rate of Withdrawal. Each Contract Customer will take Lake Water at the most uniform and continuous rate of withdrawal practicable.

Section 10. Election as to Water Purchase Requirements. Any Contract Customer electing to take less than its Full Water Requirements, as determined by the Commission, shall pay its pro rata share of the Operations and Maintenance Costs and the Fixed Costs for the period of time during which its Full Water Requirements are not taken. In the event such Contract Customer elects to purchase less than its Full Water Requirements in any year pursuant to this Section, it shall pay a share of Underconsumption Costs, if any, incurred for such year and such Contract Customer's share of such Underconsumption Costs shall be deemed to be Operation and Maintenance Costs under this Contract. The prior sentence shall not be applicable where the Underconsumption is caused by an emergency situation as approved in writing by the highest executive of the Commission and lasts for less than thirty (30) days, Such Contract Customer's share of Operation and Maintenance Costs and Fixed Costs, if any, for the year shall be that proportion of those costs which the Operation and Maintenance Costs and Fixed Costs of such Contract Customer for that year was to the sum of the Operation and Maintenance Costs and Fixed Costs of all Customers for such year.

Section 11. Resale Limitations. Contract Customers shall not resell more than five percent of the water purchased from the Commission *except*: (i) to retail water customers under published rates and charges, without any special contract; or(ii) any contract approved in writing by the Commission, which approval shall be in the sole discretion of the Commission.

Section 12. Subsequent and Other Contracts.

(a) No Contract with Rate More Favorable. The Commission shall not supply Lake Water except pursuant to a written contract. No contract entered into after the Effective Date shall provide rates, charges or terms lower or more favorable to the Subsequent Customer than those provided in this Contract for Contract Customers.

(b) Occasional Service Only Except to Contract Customers. Other than the providing of service to Contract Customers, the Commission shall not contract for a supply of Lake Water to any person except to a Subsequent Customer or for occasional water use. Occasional water use is the use of Lake Water for not more than thirty (30) days during any two-year period.

(c) Subsequent Contract Terms. After the Effective Date, the Commission shall not enter into a contract with any unit of local government or private entities that is not a Contract Customer, unless such contract provides for an equitable and lawful differential rate or charge in the formula for Aggregate Costs which may take into account any pertinent factor and shall take into account each of the factors as follows: (i) the utility rate which would be chargeable by a regulated utility for the proposed service, (ii) replacement cost of the Waterworks System less depreciation and net outstanding Bonds, and (iii) the amount and time of payment of Fixed Costs which would have been payable by the proposed Customer had such Customer become a Contract Customer, plus interest on such costs from the time when they would have been paid, compounded semiannually.

The differential may be satisfied by a lump sum payment or by surcharge for any term of years not longer than the then remaining term of this Contract. The differential shall inure to the benefit of the previous Contract Customers as their interests may appear (that is, those that have borne greater costs shall benefit proportionally greater) in such reasonable manner as the Commission may determine.

The allocation of the benefit so derived among prior Contract Customers shall be made by the Commission only after it has received and reviewed the recommendations of an independent consulting engineer, independent financial consultant and competent attorney, working together, who shall be selected by the Commission from a list of three (3) individuals or firms for each position by the Contract Customers.

For the purpose of making such list of three (3) individuals or firms, the Commission shall call a meeting of only the Contract Customers that are units of local government by giving notice to the Contract Customers as provided in this Contract not less than thirty (30) days prior to a proposed meeting date. The Commission shall convene the meeting, but thereupon the Contract Customers that are units of local government shall elect a presiding officer from among their number. Such meeting may be adjourned from time to time without notice. The majority of Contract Customers that are units of local government present and voting at said meeting shall be empowered to select such individuals or firms. The Commission shall keep the minutes of the meeting.

If the Contract Customers that are units of local government do not act at said meeting or within twenty-one (21) days thereof, the Commission shall proceed to select such persons or firms itself.

If the Commission shall impose the recommended differential, then the differential as imposed shall not be subject to any dispute or claim by any Contract Customer. This provision shall not require the Commission to follow such recommendations.

This entire subsection is qualified by the Commission's legal duty to serve within its territorial limits and to charge for such service fair and equitable rates which are not prohibitive. It is the intent of the Commission in entering into this provision of the Contract to recognize that the Contract Customers that are units of local government, solely, enable the Commission to proceed to construct the Waterworks System, that the units of

local government hereinafter referred to need to be induced to become Contract Customers and that this provision is an express inducement, that by its essential design in accordance with good engineering practice, the Waterworks System must be built in many ways sufficient upon initial completion to serve all of said units, but that only those units of local government who become Contract Customers will pay for such from the start of construction.

Section 13. Force Majeure. In case by reason of force majeure event any party hereto shall be rendered unable wholly or in part to carry out its obligation under this Contract, then if such party shall give notice and full particulars of such force majeure event in writing to the other parties within seven (7) days after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission to deliver Lake Water hereunder, or of any Contract Customer to receive Lake Water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure events shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlements is unfavorable to it in the judgment of the party having the difficulty. No force majeure event which renders any of the parties unable to perform under this Contract shall relieve a Contract Customer of its obligation to make payments to the Commission as required under Section 6.

Section 14. Commission Defaults. Failure by the Commission to deliver Lake Water to any Contract Customer as required by this Contract or failure of the Commission to perform any other obligation under this Contract and the continuation of that failure to perform for thirty (30) days after written notice from such Contract Customer to the Commission of such failure shall be a default of the Commission under this Contract, unless any such failure is excused pursuant to Section 13 of this Contract. If the Commission defaults under this Contract, the Contract Customer or Contract Customers affected may bring any action against the Commission, including an action for money damage or in equity and actions for mandamus and specific performance of the Commission's obligations to the extent allowed by law. Election of any remedy shall not be a waiver of any other remedy.

Section 15. Contract Customer's Obligation Unconditional. The Contract Customers shall have no right to terminate, cancel or rescind this Contract, no right to withhold from the Commission or the Trustee who is an assignee of the Commission pursuant to Section 17 of this Contract payments due or to become due under this Contract, no right to recover from the Commission or such Trustee amounts previously paid under this Contract unless paid contrary to the provisions of this Contract or law, no right of reduction or set-off against the amounts due or to become due under this Contract, to the Commission or such Trustee, and no lien on any amounts in any fund established by the Commission or such Trustee for any reason or on account of the existence or occurrence of any event, condition or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by the Contract Customers or the Commission or any other person; including by way of illustration, and not limitation, by reason of the fact that the Waterworks System in whole or in part is not completed, operable or operating; the output of the Waterworks System in whole or in part is suspended, interrupted, interfered with, reduced or curtailed; any party to the Water Supply Contract does not perform in whole or in part thereunder; the Water Allocation of any Customer is modified or terminated or any Customer does not perform in whole or in part under this Contract or any other agreement or instrument; it being the intent hereof that the Contract Customers shall be absolutely and unconditionally obligated to make all payments hereunder. The Commission may issue Bonds in specific reliance on the limitations set forth in this Section with respect to the rights of the Contract Customers.

Section 16. Modification of this Contract or of the Water Supply Contract. Except for revisions and adjustments otherwise expressly provided for, neither this Contract nor the Water Supply Contract may be changed or modified unless the consent of the Commission and of three-fourths of the Contract Customers shall have been obtained. Such modification may be requested by any party, in which event a joint meeting of representatives of all governing bodies shall be called by the Commission and held not more than sixty (60) days after such request is made and not less than thirty (30) days before the giving of notice of such meeting. At the joint meeting, the requested changes or modifications shall be considered and discussed. No such change or modification may materially impair or adversely affect the ability or obligation of any Contract Customer under the Contract to make payments to the Commission at the times, in the amounts, and with the priority required in order for the Commission timely to meet its obligations under this Contract, the Water Supply Contract, other water purchase or sale contracts of the Commission and the Bond Ordinances/Resolutions, including without limitation the making of all deposits in various funds and accounts created under the Bond Ordinances/Resolutions; or materially impair or adversely affect the ability of the holders of the Bonds or the Trustee, under the Contract or Bond Ordinances/Resolutions, to enforce the terms of the Contract. No such change or modification which will affect the rights and interest of the holders of the Bonds shall be made without the written approval of an authorized representative of the holders of at least seventy percent (70%) of the outstanding Bonds and no such change or modification shall be effective which would cause a violation of any provisions of the Bond Ordinances/Resolutions or any ordinance authorizing bonds of any Contract Customer.

Section 17. Non-Assignability. Except to the extent hereinafter provided, no party shall assign or transfer this Contract or any rights or interests herein without the written consent of three-fourths of the Contract Customers and the Commission. The right to receive all payments which are required to be made by the Contract Customers to the Commission in accordance with the provisions of this Contract may be assigned by the Commission to any Trustee as provided in the Bond Ordinances/Resolutions to secure the payment of the principal of, premium, if any, and interest on the Bonds as those amounts come due, subject to the application of those payments as may be provided in the Bond Ordinances/Resolutions. The Contract Customers will, upon notice of assignment to any such Trustee, make all payments directly to such Trustee. The rights of the Commission to enforce the provisions of this Contract may be assigned to such Trustee and, in such event, the Trustee will have the right to enforce this Contract at law or in equity with or without the further consent or participation of the Commission. The Commission may also retain the right to enforce this Contract.

Section 18. Cooperation in Construction of Commission Water Supply. The Contract Customers shall cooperate with the Commission in the construction and acquisition of the Waterworks System. Each Contract Customer shall grant without charge to the Commission any reasonable required construction easements and any easements necessary for portions of the Waterworks System to be located on such Contract Customer's property, provided the Commission agrees to restore the easement property in a reasonable manner after construction. Each Contract Customer shall grant the Commission access to its property to the extent reasonably necessary to construct and maintain the Waterworks System.

Section 19. Mutual Cooperation in Issuance of Obligations. Each Contract Customer shall cooperate with the Commission in the issuance of the Bonds, and the Commission shall cooperate with each Contract Customer in the issuance of the Contract Customer's general obligation bonds or revenue bonds of its Unit System. In such connection, each Contract Customer and the Commission will comply with all reasonable requests of each other and will, upon request, do as follows:

- (i) Make available general and financial information about itself in accordance with GAAP;
- (ii) Consent to publication and distribution of its financial information;
- (iii) Certify that general and financial information about it is accurate, does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading;
- (iv) Make available certified copies of official proceedings;
- (v) Provide reasonable certifications to be used in a transcript of closing documents; and

(vi) Provide and pay for reasonably requested opinions of counsel as to the validity of its actions taken with respect to and the binding effect of this Contract, title to its Unit System or the Waterworks System, as applicable, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions.

Section 20. Regulatory Bodies. The parties through this Contract seek to exercise and maintain all sovereign rights granted to them under and through the Constitution and laws of the State of Illinois. This Contract shall be subject to all valid rules, regulations, and laws, applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency or any of them; provided however, that this clause shall not be construed as waiving the right of either party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Contract.

Section 21. Commission Cooperative Arrangements With Other Water Suppliers. Notwithstanding any of the provisions of this Contract, the Commission is not prohibited by this Contract from entering into cooperative arrangements with other suppliers of Lake Water to provide Lake Water to each other to meet their water needs, provided that these arrangements do not interfere, except in emergencies, with the delivery of Lake Water to the Contract Customers.

Section 22. Notices and Evidence of Actions. All notices or communications provided for herein shall be in writing and shall be delivered to the Contract Customers affected or the Commission either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed to the principal office thereof.

Any action hereunder to be taken by the Commission or any Contract Customer may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk of such Contract Customer or the Commission.

Section 23. Severability. Should any part, term, or provision of this Contract 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.

Section 24. Effective Date and Term. This Contract shall be effective when all the parties have executed this Contract (the "Effective Date"). This Contract shall continue in force and effect until February 24, 2064. The Contract Customers and the Commission agree to begin negotiation of a succeeding Water Purchase and Sale Contract not later than five (5) years prior to the end of the term of this Contract.

Section 25. Governing Law; Superseder. This Contract shall be construed exclusively under the applicable laws of the State of Illinois. All other contracts between

the Commission and the Contract Customers are hereby superseded and shall be null and void.

Section 26. Venue. Any action brought to enforce the terms of this Contract shall be brought in the Eighteenth Judicial Circuit, DuPage County, Illinois.

Section 27. Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be hereto affixed and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

VILLAGE OF ADDISON

By _____
Rich Veenstra, Mayor

Date: _____

[SEAL]

Attest:

By _____
Lucille Zuccherro, Village Clerk

VILLAGE OF BARTLETT

By _____
Kevin Wallace, President

Date: _____

[SEAL]

Attest:

By _____
Lorna Giless, Village Clerk

VILLAGE OF BENSENVILLE

By _____
Frank DeSimone, President

Date: _____

[SEAL]

Attest:

By _____
Nancy Quinn, Village Clerk

VILLAGE OF BLOOMINGDALE

By _____
Franco A. Coladipietro, President

Date: _____

[SEAL]

Attest:

By _____
Pamela S. Hager, Village Clerk

VILLAGE OF CAROL STREAM

By _____
Frank Saverino, Mayor

Date: _____

[SEAL]

Attest:

By _____
Julia Schwarze, Village Clerk

VILLAGE OF CLARENDON HILLS

By _____
Eric Tech, President

Date: _____

[SEAL]

Attest:

By _____
Lynn B. Dragisic, Village Clerk

CITY OF DARIEN

By _____
Joseph A. Marchese, Mayor

Date: _____

[SEAL]

Attest:

By _____
JoAnne Ragona, City Clerk

VILLAGE OF DOWNERS GROVE

By _____
Robert T. Barnett, Mayor

Date: _____

[SEAL]

Attest:

By _____
Rosa Berardi, Village Clerk

COUNTY OF DUPAGE

By _____
Deborah A. Conroy, Chair

Date: _____

[SEAL]

Attest:

By _____
Jean Kaczmarek, County Clerk

CITY OF ELMHURST

By _____
Scott M. Levin, Mayor

Date: _____

[SEAL]

Attest:

By _____
Jackie Haddad-Tamer, City Clerk

VILLAGE OF GLENDALE HEIGHTS

By _____
Chodri Ma Khokhar, President

Date: _____

[SEAL]

Attest:

By _____
Marie Schmidt, Village Clerk

VILLAGE OF GLEN ELLYN

By _____
Mark Senak, President

Date: _____

[SEAL]

Attest:

By _____
Caren Cosby, Village Clerk

VILLAGE OF HINSDALE

By _____
Thomas K. Cauley, Jr., President

Date: _____

[SEAL]

Attest:

By _____
Emily Tompkins, Village Clerk

VILLAGE OF ITASCA

By _____
Jeff Pruyn, Mayor

Date: _____

[SEAL]

Attest:

By _____
Jody Conidi, Village Clerk

VILLAGE OF LISLE

By _____
Christopher Pecak, Mayor

Date: _____

[SEAL]

Attest:

By _____
Kristy Grau, Village Clerk

VILLAGE OF LOMBARD

By _____
Keith T. Giagnorio, President

Date: _____

[SEAL]

Attest:

By _____
Liz Brezinski, Village Clerk

CITY OF NAPERVILLE

By _____
Scott A. Wehrli, Mayor

Date: _____

[SEAL]

Attest:

By _____
Doug A. Krieger, City Manager

VILLAGE OF OAK BROOK

By _____
Laurence Herman, President

Date: _____

[SEAL]

Attest:

By _____
Netasha Scarpiniti, Village Clerk

CITY OF OAKBROOK TERRACE

By _____
Paul Esposito, Mayor

Date: _____

[SEAL]

Attest:

By _____
Michael Shadley, City Clerk

VILLAGE OF ROSELLE

By _____
David Pileski, Mayor

Date: _____

[SEAL]

Attest:

By _____
Amanda Hausman, Village Clerk

VILLAGE OF VILLA PARK

By _____
Nick Cuzzone, President

Date: _____

[SEAL]

Attest:

By _____
Hosanna Korynecky, Village Clerk

VILLAGE OF WESTMONT

By _____
Ron Gunter, Mayor

Date: _____

[SEAL]

Attest:

By _____
Virginia Szymski, Village Clerk

CITY OF WHEATON

By _____
Philip J. Suess, Mayor

Date: _____

[SEAL]

Attest:

By _____
Andrea Rosedale, City Clerk

VILLAGE OF WILLOWBROOK

By _____
Frank A. Trilla, Mayor

Date: _____

[SEAL]

Attest:

By _____
Deborah A. Hahn, Village Clerk

VILLAGE OF WINFIELD

By _____
Carl Sorgatz, President

Date: _____

[SEAL]

Attest:

By _____
Nicole Cannizzo, Village Clerk

CITY OF WOOD DALE

By _____
Annunziato Pulice, Mayor

Date: _____

[SEAL]

Attest:

By _____
Lynn Curiale, City Clerk

VILLAGE OF WOODRIDGE

By _____
Gina Cunningham, Mayor

Date: _____

[SEAL]

Attest:

By _____
Joseph Heneghan, Village Clerk

Illinois-American Water Company

By _____
President

Date: _____

[SEAL]

Attest:

By _____

Argonne National Laboratory

By _____
Director

Date: _____

[SEAL]

Attest:

By _____

Aqua Illinois, Inc.

By _____
President

Date: _____

[SEAL]

Attest:

By _____

DuPAGE WATER COMMISSION

By _____
Jamez F. Zay, Chairman

Date: _____

[SEAL]

Attest:

By _____
Danna M. Mundall, Clerk



DuPage Water Commission

30

YEARS OF SERVICE

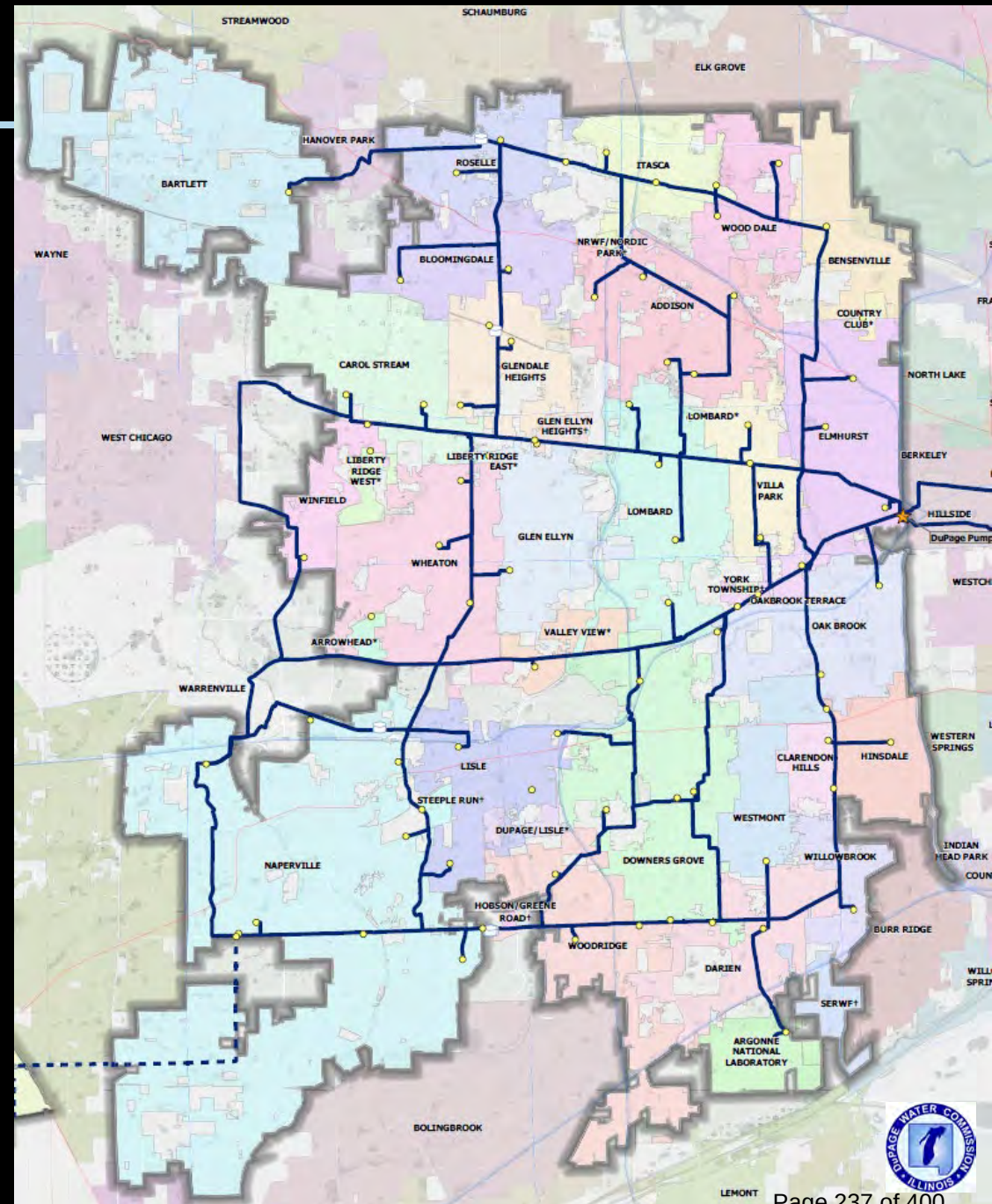
Pure. Essential. Stewardship.

DWC / Customer Contract Joint Meeting #1

September 28, 2023

DWC / Customer Contract:

- ❖ **28 governing bodies / municipalities**
 - Including emergency connection to Schaumburg
- ❖ **2 public (non-governmental) corporations**
 - Illinois American Water
 - Aqua Illinois
- ❖ **1 Federal Institution (Argonne Lab)**
- ❖ **6+ “Wheeling” agreements**
- ❖ **DWC System:**
 - 84 delivery points
 - 284 delivery meters
 - 75 MGD average daily demand
 - Nearly 1 Trillion Gallons since 1994
- ❖ **ONE CONTRACT**



DWC / Customer Contract:

❖ Customer Steering Group

- ❖ Included participants from **8 governing bodies**
- ❖ Group met many times over several years
- ❖ Collaboration relative to contract terms and process

❖ Document Legal Review

- ❖ DWC Legal Counsel
- ❖ DuPage County States Attorney
- ❖ City of Naperville Legal Department

❖ Recommended for approval by all parties



Summary of Contract Terms & Modifications

- ❖ Attempted to retain as much **continuity** as possible
- ❖ **40-year term** ending February 24, 2064
- ❖ All formerly “Charter” and “Subsequent” customers become “**Contract Customers**”
- ❖ All customers that join after the execution date become “**Subsequent Customers**”
- ❖ Revision of source water language from “Chicago Water” to “**Lake Michigan Water**”
- ❖ Removal of “**Minimum Volume**” requirement throughout
- ❖ **Special Vote Requirements** retained [Procedural Rule, Section 7]
 - **1/3** of County Representative affirmative (3 votes)
 - **40%** of Municipal Representatives affirmative (3 votes)
- ❖ Language added relative to private resale limitations, 5% (Section 11)
 - Clarifying language to retain DWC tax-advantaged bond issuance status
- ❖ Removal of language relative to **original construction**:
 - Section 6b / partial (Fixed Costs)
 - Section 7c (Taxes)
 - Section 7k (G.O. Bonds)
 - Section 7m (Sales Taxes & Rebates, incomplete construction)
 - Section 8a (Waterworks Construction)
 - Section 11 (Abandonment)



DWC / Customer Contract:



Critical Contract Dates:

- ❖ Joint Meeting #1: 9/28/2023
- ❖ **Target municipal approval Q3/Q4, 2023**
- ❖ Target DWC approval Q4 2023 (December 21, 2023)
 - ❖ Fall-back date: January 18, 2024
- ❖ Wheeling agreements approval by end-of-calendar year 2023
 - ❖ DWC approval: January 18, 2024
 - ❖ DWC fall-back date: February 15, 2024
- ❖ **Termination date for current contract: February 24, 2024**



DuPage Water Commission



YEARS OF SERVICE

Pure. Essential. Stewardship.

DWC / CUSTOMER APPROVAL MATRIX

Please note that the prescribed sequencing of required activities relative to the DWC/Customer and DWC/Chicago contract presents a logistically challenging sequence of events to ensure that both contracts remain fully authorized at all times, and that adequate time is allotted for the various municipal, DWC, and City of Chicago legislative processes to be completed in the requisite order.

Required Municipal Board Legislative Activities:

It will be necessary for each municipal board to vote on two DWC-related items:

- 1) DWC/Customer Contract (*presented by DWC at the 9/28 Joint Meeting*), and;
- 2) DWC/Chicago Contract (*presented by DWC at the 10/31 Joint meeting*)

Each municipality will be a direct party to the Customer contract and will have a designated signature line in the contract. Therefore, each municipality will need to present the contract to their municipal board for approval and will sign the document following approval. Relative to the DWC/Chicago contract, the municipalities will not be a signatory, but will need to provide a resolution concurring with the recommended action which is presented by the DWC at the October 31th Joint Meeting of customers.

It is anticipated that municipalities may desire to act on both required activities at one meeting; therefore, DWC has prepared a matrix of sequenced activities which will present the opportunity to do so in November - but will be dependent upon the unique legislative process of each community.

DWC Water Contracts Sequencing Matrix:

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
9/28/2023	DWC/Customer Contract [Joint Meeting #1]	DWC / Municipalities
10/19/2023*	Alternative Source Water Presentation	DWC / Consultants
10/31/2023	DWC/Chicago Contract [Joint Meeting#2]	DWC / Municipalities
9/28/23 – 12/31/23	Municipal Board Customer contract approval	Municipalities
11/1/23 – 12/31/23	Municipal Board Chicago contract consent	Municipalities
1/1 – 1/18/2023	Customer contract municipal signatures	DWC/Municipalities
1/18/2024*	DWC Board - Customer contract approval	DWC
2/15/2024*	DWC Board - Chicago contract action	DWC

* DWC Board meeting



MEMORANDUM

TO: Village Board of Trustees

FROM: Chuck Howard, Finance Director

DATE: November 13, 2023

SUBJECT: Ordinance Providing for the Issuance of General Obligation Limited Tax Bonds, Series 2023 of the Village, and for the Levy of a Direct Annual Tax to Pay the Principal and Interest on Such Bonds

RECOMMENDED ACTION:

Annually, the Village sells bonds for the purpose of providing funds to pay debt service on the Village's General Obligation Refund Bonds (Alternative Revenue Source), Series 2017 and General Obligation Bonds (Alternative Revenue Source), Series 2022A. These alternate revenue bonds are to be funded by Rollover Bonds, issued each fall, which are paid back using our non-home rule debt service extension base (DSEB). The DSEB capacity provides some additional funding for capital purchases, such as vehicles and building improvements. The Rollover Bonds were competitively bid on November 9, a favorable rate was received for a total aggregate principal amount of \$726,500. Staff recommends approval of this ordinance.

BACKGROUND: In 2017, the Village issued alternate revenue bonds to refund TIF 3 debt certificates as part of the strategy to address insufficient TIF 3 revenue. These alternate revenue bonds are to be funded by Rollover Bonds, issued each fall, which are in turn paid back using our non-home rule debt service extension base (DSEB). In 2016, the Village developed the strategy to refund and address TIF 3 debt.

TIF 3 Debt plan summary for property tax supported debt

- Our overall goal is to keep our tax levy supported debt to annual payments of \$2.9 million. This lessens the impact on the taxpayer. This \$2.9 million self-imposed limit includes referendum bonds that have been issued, the debt discussed below, and the remaining bond referendum bond issue.
- TIF 3 incremental revenue was insufficient to pay ongoing debt. The TIF 3 debt included debt certificates, and two bond issuances. The bond issuances can be added to the tax levy.
- The Village has a Debt Service Extension Base (DSEB) that is available to be included in the annual tax levy.

- The debt payments for all three debts were paid December 2018 using existing TIF 3 dollars. However, we cannot incur additional large spending using TIF 3 dollars, unless dollars outside this spending plan are identified and utilized.
- We could use the proceeds of the sale of the Village owned North Avenue property for capital, or for future debt. We have assumed using a portion of that money in this plan in 2017.
- We will levy for portions of the bond issuances starting December 2018. Those levies will continue until those bonds are paid off.
- We will issue Alternate Revenue Bonds in March 2019 to pay off the debt certificates. a a The Alternate Revenue Bonds will be paid by issuing smaller Rollover Bonds every year. Each year, the Rollover Bonds will be paid using the DSEB capacity.
- The DSEB capacity will also provide some funding (\$300,000-\$350,000 per year) for some capital purchases, such as vehicles.

DISCUSSION:

The bonds were competitively priced on November 9, 2023. Five bids were received. The lowest bid was submitted by Republic Bank of Chicago with an interest rate of 4.46%. Anthony Miceli, from Speer Financial Inc., will be present at the Village Board meeting on Monday to present the sale of the bonds and answer any questions from the Board.

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, held at the Village Hall, Second Floor – Board Chambers, 20 South Ardmore Avenue, Villa Park, Illinois 60181, in said Village, at 7:00 o’clock P.M., on the 13th day of November, 2023.

* * *

The Village President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, the following Trustees, all being physically present at said location, answered present: _____

The following Trustees were absent from the meeting: _____

(Here various items of business were duly transacted by the Corporate Authorities.)

The Village President announced that a proposal had been received from Republic Bank of Chicago, Oak Brook, Illinois, for the purchase of the Village’s non-referendum General Obligation Limited Tax Bonds, Series 2023, to be issued by the Village pursuant to Section 8-5-16 of the Municipal Code of the State of Illinois and Section 15.01 of the Local Government Debt Reform Act of the State of Illinois, and the benefits to accrue thereby to the Village and that the President and Board of Trustees would consider the adoption of an ordinance providing for the issue of said bonds and the levy of a direct annual tax to pay the principal and interest thereon.

Whereupon the Village President and the Village Clerk presented the following ordinance, copies of which were made available to all of those in attendance who requested a copy:

ORDINANCE NO. ____

AN ORDINANCE providing for the issue of \$726,500 General Obligation Limited Tax Bonds, Series 2023, of the Village of Villa Park, DuPage County, Illinois, and for the levy of a direct annual tax to pay the principal of and interest on said bonds.

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the “*Village*”), is a duly organized and existing non-home rule municipal corporation created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of The Municipal Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto (the “*Municipal Code*”); and

WHEREAS, the needs of the Village require the expenditure of not less than the sum of \$226,050.00, plus estimated investment earnings on the proceeds of bonds, as hereinafter referred to, prior to disbursement, to finance capital expenditures for the purchase of equipment, including computer equipment, vehicles, utility trucks, police squad cars and equipment, dump trucks, maintenance trucks and cardiac monitors, in and for the Village, and for the payment of the expenses incident thereto (the “*2023 Village Project*” or the “*Project*”), all in accordance with the preliminary plans and estimate of cost heretofore approved by the President and Board of Trustees (the “*Corporate Authorities*”) of the Village and now on file in the office of the Village Clerk; and

WHEREAS, the Corporate Authorities finds that it does not have sufficient funds on hand for the purposes aforesaid, and that the cost thereof, including legal, financial and other expenses, will be not less than \$226,050.00 and that it is necessary and for the best interests of the Village that it borrow the sum of up to \$226,050.00 and issue bonds of the Village to evidence the borrowing; and

WHEREAS, the Village has issued and now has outstanding and unpaid its General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017 and General Obligation Bonds (Alternate Revenue Source), Series 2022A (the “*Outstanding Obligations*”); and

WHEREAS, it is necessary and desirable to refund the principal and interest due on December 15, 2023, with respect to the Outstanding Obligations (the “*Refunding*”); and

WHEREAS, the Outstanding Obligations are presently outstanding and unpaid and are binding and subsisting legal obligations of the Village; and

WHEREAS, the Corporate Authorities finds that it does not have sufficient funds on hand for the Refunding, and that the cost thereof, including legal, financial and other expenses, will be not less than \$477,250.00, and that it is necessary and for the best interests of the Village that it borrow the sum of up to \$477,250.00 and issue bonds of the Village to evidence the borrowing for the Refunding; and

WHEREAS, the Corporate Authorities does hereby find and determine that upon the issuance of the bonds in the aggregate principal amount of \$726,500 (the “*Bonds*”) now proposed to be issued as a single issue for the Project and the Refunding, all in accordance with the provisions of Section 8-5-16 of the Municipal Code, the aggregate outstanding bonds of the Village issued pursuant to said Section, including the Bonds herein authorized, will not exceed one-half of one percent of the assessed value of all of the taxable property located within the Village, and accordingly, it is not necessary to submit the proposition of issuing the Bonds to the voters of the Village for approval, and

WHEREAS, the bonds so authorized shall be issued as limited bonds under the provisions of Section 15.01 of the Local Government Debt Reform Act of the State of Illinois, as amended

(the “**Debt Reform Act**”), and as such it is not necessary to submit the proposition of the issuance of the bonds to the voters of the Village for approval; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the Village called a public hearing (the “**Hearing**”) for the 24th day of October, 2022, concerning the intent of the Corporate Authorities to sell \$1,500,000 General Obligation Limited Tax Bonds, Series 2023; and

WHEREAS, notice of the Hearing was given (i) by publication on October 7, 2022 being at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Villa Park Suburban Life*, the same being a newspaper of general circulation in the Village, and (ii) by posting at least forty-eight (48) hours before the Hearing a copy of said notice at the principal office of the Corporate Authorities; and

WHEREAS, the Hearing was held on the 24th day of October, 2022, and at the Hearing, the Corporate Authorities explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 24th day of October, 2022, and not less than seven (7) days have passed since the final adjournment of the Hearing, and

WHEREAS, the Corporate Authorities deem it necessary and desirable at this time to authorize the sale and issuance of the Bonds, for the purposes and subject to the limitations contained in this Ordinance, pursuant to an award of sale to Republic Bank of Chicago, Oak Brook, Illinois (the “**Purchaser**”) in accordance with the terms of this Ordinance (a “**Competitive Sale**”); and

WHEREAS, it is hereby found and determined that such borrowing of money and issuing of bonds is necessary for the welfare of the government and affairs of the Village, is for a proper public purpose and is in the public interest, and that full faith and credit bonds be issued hereunder therefor:

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Corporate Authorities hereby finds that the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

Section 2. Authorization. It is hereby found and determined that the Corporate Authorities has been authorized by law to borrow upon the credit of the Village and as evidence of such indebtedness to issue bonds of the Village in an amount of \$726,500, the proceeds of said bonds to be used for the purpose of payment of costs of the 2023 Village Project and the Refunding, and expenses incidental thereto; and it is necessary and for the best interests of the Village that there be issued at this time \$726,500 of the bonds so authorized.

Section 3. Bond Details. There shall be borrowed on the credit of and for and on behalf of the Village the sum of \$726,500 for the purposes aforesaid. Bonds of the Village shall be issued in said amount and shall each be designated “General Obligation Limited Tax Bond, Series 2023.” The Bonds shall be dated November 29, 2023, and shall also bear the date of authentication thereof, shall be in fully registered form, shall be in denominations of \$5.00 or authorized integral multiples thereof, and shall be numbered 1 and upward. The Bonds shall become due and payable (without option of prior redemption) on November 1, 2024, and shall bear interest at the rate of 4.46% per annum.

The Bonds shall bear interest from their date, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on November 1, 2024. So long as the Bonds are held in book-entry form as hereinafter more specifically set forth, interest on each Bonds shall be paid to the Depository of record as the registered owner on the applicable record date by check or draft or electronic funds transfer as may be agreed by the Treasurer of the Village, the Bond Registrar and the Depository. **“Depository”** means The Depository Trust Company, a New York limited trust company, its successors, or a successor depository qualified to clear securities under applicable state and federal laws. In the event the Bonds should ever become available in physical form to registered owners other than the Depository, interest on each Bond shall be paid by check or draft of Republic Bank of Chicago, Oak Brook, Illinois as the bond registrar and paying agent (the **“Bond Registrar”** and **“Paying Agent”** or its successor), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on October 15, 2024 for the November 1, 2024 interest payment. The principal of the Bonds shall be payable in lawful money of the United States of America at the Bond Registrar.

The Bonds shall be signed by the manual or facsimile signatures of the Village President and Village Clerk of the Village, and shall be countersigned by the manual or facsimile signature of the Treasurer of the Village, as they shall determine. The corporate seal of the Village or a facsimile thereof shall be affixed to the Bonds. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar, acting as such and as authenticating agent of the Village, and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 4. Registration of Bonds; Persons Treated as Owners.

(A) General. The Village shall cause the Bond Register as provided in this Ordinance to be kept at the designated office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village. The Village is authorized to prepare, and the Bond Registrar or such other authorized person as an officer of the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the designated office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or the registered owner's attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date, and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at the designated office of the

Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date, and deliver such Bond; *provided, however*, the principal amount of outstanding Bonds authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds less principal amounts previously paid.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on October 15, 2024 and ending at the opening of business on November 1, 2024.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, or interest on, any Bond shall be made only to or upon the order of the registered owner thereof or the registered owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

(B) Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds as provided in this Section 4, and the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto, as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter

provided. The Village President and Village Clerk of the Corporate Authorities are hereby authorized to execute and deliver on behalf of the Village such letters to or agreements with DTC and the Bond Registrar as shall be necessary to effectuate such book-entry system (any such letter or agreements being referred to herein as the “**Representation Letter**”).

With respect to the Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “**DTC Participant**”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond

Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a certificated Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Code, the name "**Cede**" shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the Agreements among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At the time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a global book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate global book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Section 5.

Notwithstanding any other provision of this Bond Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal

of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 5. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of any Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend “See Reverse Side for Additional Provisions” shall be omitted from such Bond and paragraphs [6] through [11] shall be inserted immediately after paragraph [1] thereof:

(Form of Bond - Front Side)

**REGISTERED
\$726,500**

**REGISTERED
NO. 1**

UNITED STATES OF AMERICA

STATE OF ILLINOIS

DUPAGE COUNTY

VILLAGE OF VILLA PARK

GENERAL OBLIGATION LIMITED TAX BOND, SERIES 2023

Interest
Rate: 4.46%

Maturity
Date: November 1, 2024

Dated:
November 29, 2023

REGISTERED OWNER: REPUBLIC BANK OF CHICAGO, OAK BROOK, ILLINOIS

PRINCIPAL AMOUNT: SEVEN HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED
DOLLARS (\$726,500)

[1] **KNOW ALL PERSONS BY THESE PRESENTS**, that the Village of Villa Park, DuPage County, Illinois (the “*Village*”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered transferees as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Dated Date identified above at the Interest Rate percent per annum identified above on November 1, 2024, and until said Principal Amount is paid. The principal of this Bond is payable in lawful money of the United States of America at the designated office of Republic Bank of Chicago, Oak Brook, Illinois, as bond registrar and paying agent (the “*Bond Registrar*”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar at the close of business on October 15,

2024 and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the Village, including the issue of bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity. Although this Bond constitutes a general obligation of the Village and no limit exists on the rate of said direct annual tax, the amount of said tax is limited by the provisions of the Property Tax Extension Limitation Law of the State of Illinois, as amended (the “**Law**”). The Law provides that the annual amount of the taxes to be extended to pay the issue of Bonds of which this Bond is one and all other limited bonds (as defined in the Local Government Debt Reform Act of the State of Illinois, as amended) heretofore and hereafter issued by the Village shall not exceed the debt service extension base (as defined in the Law) of the Village (the “**Base**”) less the amount extended to pay certain other non-referendum bonds heretofore and hereafter issued by the Village, as more fully described in the proceedings of the Village providing for the issue of this Bond. The Village is authorized to issue from time to time additional limited bonds payable from the Base

and additional non-referendum bonds payable from property taxes unlimited as to rate or amount, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the Village's limited bonds.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] **IN WITNESS WHEREOF**, the Village of Villa Park, DuPage County, Illinois, by its President and Board of Trustees, has caused this Bond to be signed by the manual or duly authorized facsimile signatures of the Village President and Village Clerk of said Village, and to be countersigned by the manual or duly authorized facsimile signature of the Village Treasurer of the Village, as they shall determine, and sealed with the corporate seal of the Village, by impression or facsimile, all as appearing hereon and as of the Dated Date as identified above.

(Form – Not for Signature) _____

Village President
Village of Villa Park,
DuPage County, Illinois

[SEAL]

(Form – Not for Signature) _____

Village Clerk
Village of Villa Park,
DuPage County, Illinois

Countersigned:

(Form – Not for Signature) _____

Village Treasurer
Village of Villa Park,
DuPage County, Illinois

Date of Authentication: November 29, 2023

**CERTIFICATE
OF
AUTHENTICATION**

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Limited Tax Bonds, Series 2023, of the Village of Villa Park, DuPage County, Illinois.

REPUBLIC BANK OF CHICAGO,
as Bond Registrar

Bond Registrar and Paying Agent:

Republic Bank of Chicago, Oak Brook,
Illinois

By _____ (Form – Not for Signature)
Authorized Officer

(Form of Bond - Reverse Side)

VILLAGE OF VILLA PARK

DUPAGE COUNTY, ILLINOIS

GENERAL OBLIGATION LIMITED TAX BOND, SERIES 2023

[6] This Bond is issued by the Village (i) to finance capital projects of the Village, namely, capital expenditures for the purchase of equipment, including computer equipment, vehicles, utility trucks, police squad cars and equipment, dump trucks, maintenance trucks and cardiac monitors, in and for the Village, and for the payment of the expenses incident thereto and (ii) for refunding certain principal and interest to become due on the presently outstanding and unpaid General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017 and General Obligation Bonds (Alternate Revenue Source), Series 2022A, of the Village, all as further described in the ordinance of the Village pursuant to which this Bond has been issued (the “*Ordinance*”). This Bond is issued pursuant to and in all respects in full compliance with the provisions of The Municipal Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended, and is authorized by said President and Board of Trustees by the Ordinance duly and properly adopted for that purpose, in all respects as provided by law.

[7] The Bonds are issued in fully registered form in the denominations of \$5.00 or authorized integral multiples thereof. This Bond may be exchanged at the designated office of the Bond Registrar in Oak Brook, Illinois for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations upon the terms set forth in the Ordinance.

[8] This Bond is transferable by the Registered Owner hereof in person or by the Registered Owner’s attorney duly authorized in writing at the designated office of the Bond

Registrar in Oak Brook, Illinois but only in the manner, subject to the limitations, and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denomination(s) of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[9] The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on October 15, 2024 and ending at the close of business on November 1, 2024.

[10] The Village has designated this Bond as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

[11] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes; and the Village and the Bond Registrar shall not be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

(Name and Address of Transferee)
the within Bond and does hereby irrevocably constitute and appoint

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. Sale of Bonds. Pursuant to the Competitive Sale, the Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Village Treasurer, and be by said Treasurer delivered to Republic Bank of Chicago, Oak Brook, Illinois as Purchaser thereof, upon receipt of the purchase price therefor, the same being par, plus accrued interest to date of delivery (if any); the Bid Form and Final Term Sheet, being the contract for the sale of the Bonds heretofore entered into (the "**Purchase Contract**") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such prices and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon each such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the Village and that no person holding any office of the Village, either by election

or appointment, is in any manner interested, either directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use of the Final Term Sheet by Speer Financial, Inc., Chicago, Illinois (the “**Municipal Advisor**”), in connection with the sale of the Bonds is ratified. The use by the Municipal Advisor of the Final Term Sheet relating to the Bonds and before the Board at the time of the adoption hereof is hereby ratified, approved and authorized; the execution and delivery of the Final Term Sheet is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract and this Ordinance

Section 7. Tax Levy. In order to provide for the collection of a direct annual tax to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the Village a direct annual tax for each of the years while the Bonds or any of them are outstanding; and there be and there is hereby levied upon all of the taxable property in the Village, the following direct annual tax, to-wit:

**FOR THE A TAX TO PRODUCE THE SUM OF:
YEAR**

2023 \$756,381.75 for principal and interest up to and including November 1, 2024

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the Village, and the fund or funds from which such payment shall have been made shall be reimbursed out of the taxes hereby levied when the same shall have been collected.

The Village covenants and agrees with the purchasers and the owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any

action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy; and the Village and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended, and collected as provided herein and deposited in the fund hereinafter established to pay the principal of and interest on the Bonds. The Village represents and warrants that the total amount due on the Bonds, together with all of the indebtedness of the Village, is within the constitutional and statutory authority and is within all statutory and constitutional debt limits.

Section 8. Filing of Ordinance. Forthwith upon the passage of this Ordinance, the Village Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk of DuPage County, Illinois, and it shall be the duty of said County Clerk to in and for the year 2023 ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the Village in connection with other taxes levied in said year for general municipal purposes, in order to raise the amount aforesaid and in said year such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general municipal purposes of the Village, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated “Bond and Interest Fund of 2023” (the “**Bond Fund**”), which fund is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 9. Limitation on Extension; General Obligation Pledge; Additional Obligations. Notwithstanding any other provision of this Ordinance, the annual amount of the taxes to be extended by the County Clerk to pay the Bonds and all other limited bonds (as defined in the Debt Reform Act) heretofore and hereafter issued by the Village shall not exceed the debt

service extension base (as defined in the Property Tax Extension Limitation Law of the State of Illinois, as amended) of the Village (the “**Base**”) of \$756,420.30. No limit, however, exists on the rate of the direct annual tax levied herein, and the Bonds shall constitute a general obligation of the Village.

The Village is authorized to issue from time to time additional limited bonds payable from the Base and additional Unlimited Tax Bonds, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the Village’s limited bonds.

Section 10. Use of Bond Proceeds. Accrued interest on the delivery of the Bonds (if any) is hereby appropriated for the purpose of paying first interest due on the Bonds and are hereby ordered deposited into the Bond Fund. A \$226,050.00 amount of the proceeds of the Bonds are hereby appropriated for the purpose of paying the cost of the Project and \$23,200.00 for the payment of the costs of issuance of the Bonds and said amounts are hereby ordered deposited into the 2023 Project Fund of the Village (the “**Project Fund**”). The remainder of the proceeds of the Bonds (\$477,250.00) is hereby appropriated for the purpose of the Refunding. Any officer of the Village as may be appropriate is hereby authorized and directed, upon the advice of Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois (“**Bond Counsel**”), to take such steps and execute and deliver such documents as may be necessary or advisable to accomplish the Refunding.

Section 11. Tax-Exemption. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as

amended (the “*Code*”) or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes, except that such interest may be taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations. The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Corporate Authorities hereby authorize the officials of the Village responsible for issuing the Bonds, the same being the Village President, Village Clerk and Village Treasurer of the Village, or any one of them, to (a) execute and deliver an appropriate form of Non-Arbitrage and Tax Compliance Certificate in connection with the issuance of the Bonds in a form acceptable to Bond Counsel; and (b) make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest in the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Corporate Authorities further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds or the Refunding; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, municipal advisors, attorneys, and other persons to assist the Village in such compliance.

The Bonds are hereby designated as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Code.

Section 12. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 13. Duties of Bond Registrar. If requested by the Bond Registrar, the Village President and Village Clerk are authorized to execute the Bond Registrar’s standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder. In addition to the terms of any such agreement and subject to modification thereby, the Bond Registrar by its acceptance of duties hereunder agrees as follows:

- (a) to act as bond registrar, authenticating agent, and transfer agent as provided herein;
- (b) to maintain a list of Registered Owners as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the fullest extent permitted by law;
- (c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (d) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (e) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding, and payments made with respect to interest on the Bonds.

Section 14. Book-Entry. The Bonds may be initially registered in the name of the Purchaser and then shall not be issued in book-entry-only form. If requested by the Purchaser prior to delivery of the Bonds, any officer of the Village as may be appropriate is authorized and directed to take such steps and execute and deliver such documents as may be necessary or advisable to issue the Bonds in book-entry-only form through The Depository Trust Company,

New York, New York ("**DTC**"), including, but not limited to, entering into a Letter of Representations with DTC.

Section 15. Severability. If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 16. Repealer and Effective Date. All ordinances, resolutions, orders or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted: November 13, 2023

Approved: November 13, 2023

Approved:

Village President

ATTEST:

Village Clerk

[SEAL]

Trustee Corkery moved and Trustee Kumar seconded the motion that said ordinance as presented and read by the Village Clerk be adopted.

After a full discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, the Village President directed that the roll be called for a vote upon the motion to adopt said ordinance as presented.

Upon the roll being called, the following Trustees voted:

AYE: _____

NAY: _____

ABSTAIN: _____

Whereupon the Village President declared the motion carried and said ordinance adopted, signed the same in open meeting, and directed the Village Clerk to record the same in the records of the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Villa Park, DuPage County, Illinois (the “*Village*”), and as such official I am the keeper of the records and files of the Village and the President and Board of Trustees thereof (the “*Corporate Authorities*”).

I do further certify that the foregoing constitutes a full, true, and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 13th day of November, 2023, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE providing for the issue of \$726,500 General Obligation Limited Tax Bonds, Series 2023, of the Village of Villa Park, DuPage County, Illinois, and for the levy of a direct annual tax to pay the principal of and interest on said bonds

a true, correct, and complete copy of which ordinance as adopted at the meeting appears in the foregoing transcript of the minutes.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least forty-eight (48) hours in advance of the holding of said meeting, that said agenda contained a specific item or reference to the proposed adoption of said ordinance, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the official seal of the Village, this 13th day of November, 2023.

Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois, and as such official I do further certify that on the ____ day of November, 2023, there was filed in my office a duly certified copy of an ordinance numbered ____ and entitled:

AN ORDINANCE providing for the issue of \$726,500 General Obligation Limited Tax Bonds, Series 2023, of the Village of Villa Park, DuPage County, Illinois, and for the levy of a direct annual tax to pay the principal of and interest on said bonds.

duly adopted by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, on the 13th day of November, 2023, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of November, 2023.

County Clerk of DuPage County, Illinois

[SEAL]

41356907.1/156570.00011

DANIEL FORBES
President

RAPHALIATA McKENZIE
Senior Vice President

MAGGIE BURGER
Senior Vice President

ANTHONY MICELI
Senior Vice President

MARK JERETINA
Senior Vice President

AARON GOLD
Vice President

November 9, 2023

The Honorable Nick Cuzzone and
Members of the Village Board
Village of Villa Park
20 South Ardmore Avenue
Villa Park, Illinois 60181

Dear President Cuzzone and Members of the Village Board:

Bids were received today for the \$726,000 General Obligation Limited Tax Bonds, Series 2023. There were five bids received which are listed at the bottom of this letter.

Upon examination, it is our opinion that the bid of Republic Bank of Chicago, Oak Brook, Illinois (the "Purchaser"), is the best bid received, and it is further our opinion that the bid is favorable to the Village and should be accepted. After the sale, the issue size was increased by \$500 to \$726,500. We therefore recommend that the Bonds be awarded to the Purchaser at a revised price of \$726,500, being at a net interest rate of 4.46%. The bidders are listed as follows:

<u>Account Managers</u>	<u>Net Interest Rate</u>
Republic Bank of Chicago, Oak Brook, Illinois	4.46%
State Bank, Wonder Lake, Illinois	4.53%
Peoples National Bank of Kewanee, Kewanee, Illinois	4.73%
BMO Harris Bank N.A., Chicago, Illinois	4.75%
Time Bank, Park Ridge, Illinois	4.95%

Respectfully submitted,



Anthony F. Miceli
Senior Vice President

AFM/hgs
Enclosures

SPEER FINANCIAL, INC.

PUBLIC FINANCE CONSULTANTS SINCE 1954

SUITE 2630 • 230 WEST MONROE STREET • CHICAGO, ILLINOIS 60606 • (312) 346-3700 • (312) 346-8833

Not Rated

\$726,000
VILLAGE OF VILLA PARK
DuPage County, Illinois
General Obligation Limited Tax Bonds, Series 2023

Date of Sale: November 9, 2023

Average Life: 0.922 Years

(Based on NIC)

<u>Bidders*</u>	<u>Price</u>	<u>Maturity</u>	<u>Original Par</u>	<u>Rate</u>	<u>Original Net Interest</u>
Republic Bank of Chicago, Oak Brook, Illinois	100.000% (\$726,000)	2024	\$726,000	4.46%	\$29,861.19 4.46%
	REVISED 100.000% (\$726,500)	2024	REVISED \$726,500	4.46%	REVISED \$29,881.75 4.46%
State Bank, Wonder Lake, Illinois	100.000% (\$726,000)	2024	\$726,000	4.53%	\$30,329.86 4.53%
Peoples National Bank of Kewanee, Kewanee, Illinois	100.000% (\$726,000)	2024	\$726,000	4.73%	\$31,668.93 4.73%
BMO Harris Bank N.A., Chicago, Illinois	100.000% (\$726,000)	2024	\$726,000	4.75%	\$31,802.83 4.75%
Time Bank, Park Ridge, Illinois	100.000% (\$726,000)	2024	\$726,000	4.95%	\$33,141.90 4.95%

**Syndicate information is provided by the underwriter. The information contained in this report is the most current available.*

Village of Villa Park, DuPage County, Illinois

General Obligation Limited Tax Bonds, Series 2023

FINANCING MODEL

*****FINAL*****

General Obligation Limited Tax Bonds, Series 2023							
Dated: November 29, 2023							
Levy Year	Bond Year	Debt Service Extension Base (DSEB) (1)	Principal Due: (11/1)	Rate	Interest Due: (11/1)	Total Due: (11/1)	DSEB Margin
2023	2024	\$ 756,420.30	\$ 726,500.00	4.460%	\$ 29,881.75	\$ 756,381.75	38.55
			\$ 726,500.00		\$ 29,881.75	\$ 756,381.75	

Notes:

(1) The original Debt Service Extension Base of \$552,917.75 has increased due to CPI increases of 0.10% for levy year 2009, 2.70% for levy year 2010, 1.50% for levy year 2011, 3.00% for levy year 2012, 1.70% for levy year 2013, 1.50% for levy year 2014, 0.80% for levy year 2015, 0.7% for levy year 2016, 2.1% for levy year 2017, 2.1% for levy year 2018 and 1.9% for levy year 2019, 2.3% for levy year 2020, and 1.4% for levy year 2021, 5.00% for levy year 2022 and 5.00% for levy year 2023.

Village of Villa Park, DuPage County, Illinois
General Obligation Limited Tax Bonds, Series 2023

COSTS OF ISSUANCE AND USE OF PROCEEDS

*****Final*****

Cost Item	Service Provider	Cost	Notes
Financial Advisor	Speer Financial, Inc.	\$6,000.00	Confirmed
Bond Counsel	Miller Canfield	\$10,000.00	Confirmed
Local Counsel	Storino Ramello and Durkin	\$6,500.00	Confirmed
SpeerBids.Com	Speer Financial, Inc.	\$350.00	Confirmed
Term Sheet Preparation/Distribution	Speer Financial, Inc.	\$350.00	Confirmed
Total Costs of Issuance:		\$23,200.00	

USE OF PROCEEDS

Series 2017 Bond Payments(1)	12/15/2023	\$364,900.00	Confirmed
Series 2022A Bonds Payments (1)	12/15/2023	\$112,350.00	Confirmed
Deposit to Project Fund		\$226,050.00	Confirmed
Costs of Issuance		\$23,200.00	Confirmed
Total Proceeds		\$726,500.00	

Note: (1) Series 2023 bond proceeds can only be used to fund the 12/15/23 payment on the Series 2017 and Series 2022A Bonds.
For the 6/15/24 payments, the Village will need to take operating funds budgeted for capital projects to make the payment.
In turn, the bond proceeds that were going to be used to make the 6/15/24 payment will now be used for capital.

Village of Villa Park

Debt Service Extension Base Table

Levy Year	Debt Service Extension Base	CPI Factor	New DSEB	Increase From Prior DSEB	Aggregate Increase in DSEB	Status
2008	\$552,917.75	Original Base				Known
2009	\$552,917.75	0.10%	\$553,470.67	\$552.92	\$552.92	Known
2010	\$553,470.67	2.70%	\$568,414.38	\$14,943.71	\$15,496.63	Known
2011	\$568,414.38	1.50%	\$576,940.59	\$8,526.22	\$24,022.84	Known
2012	\$576,940.59	3.00%	\$594,248.81	\$17,308.22	\$41,331.06	Known
2013	\$594,248.81	1.70%	\$604,351.04	\$10,102.23	\$51,433.29	Known
2014	\$604,351.04	1.50%	\$613,416.30	\$9,065.27	\$60,498.55	Known
2015	\$613,416.30	0.80%	\$618,323.63	\$4,907.33	\$65,405.88	Known
2016	\$618,323.63	0.70%	\$622,651.90	\$4,328.27	\$69,734.15	Known
2017	\$622,651.90	2.10%	\$635,727.59	\$13,075.69	\$82,809.84	Known
2018	\$635,727.59	2.10%	\$649,077.87	\$13,350.28	\$96,160.12	Known
2019	\$649,077.87	1.90%	\$661,410.35	\$12,332.48	\$108,492.60	Known
2020	\$661,410.35	2.30%	\$676,622.79	\$15,212.44	\$123,705.04	Known
2021	\$676,622.79	1.40%	\$686,095.51	\$9,472.72	\$133,177.76	Known
2022	\$686,095.51	5.00%	\$720,400.28	\$34,304.78	\$167,482.53	Known
2023	\$720,400.28	5.00%	\$756,420.30	\$36,020.01	\$203,502.55	Known

Village of Villa Park

Bond Issue Notification Act (BINA) Schedule

Date	BINA Amount	Bond Issue	Principal Amount	BINA Balance	Status
10/22/2018	\$1,500,000.00			\$1,500,000.00	Final
11/26/2018		2018D	\$633,520.00	\$866,480.00	Final
11/25/2019		2019C	\$650,750.00	\$215,730.00	Final
11/9/2020	\$1,500,000.00			\$1,500,000.00	Final
11/23/2020		2020	\$671,890.00	\$828,110.00	Final
11/22/2021		2021	\$726,500.00	\$101,610.00	Final
10/24/2022	\$1,500,000.00			\$1,500,000.00	Final
11/14/2022		2022B	\$697,000.00	\$803,000.00	Final
11/13/2023		2023	\$726,500.00	\$76,500.00	Final

SPEERBIDS.COM BID FORM

Village of Villa Park
20 South Ardmore Avenue
Villa Park, Illinois 60181

November 9, 2023

Members of the Board of Park Commissioners:

For the ~~\$726,000~~ \$726,500 General Obligation Limited Tax Bonds, Series 2023 (the "Bonds"), of the Village of Villa Park, DuPage County, Illinois, as described in the annexed Preliminary Term Sheet, we will pay you no less than par and accrued interest from the dated date of the Bonds to the date of delivery for the Bonds bearing interest as follows (each rate a multiple of 1/8 or 1/100 of 1%).

By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the Village in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the Village in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

MATURITY* - NOVEMBER 1

2024 ~~\$726,000.00~~ \$726,500.00 4.46 %

The Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois .

Associated Bidders

Republic Bank of Chicago	Oak Brook	Illinois
--------------------------	-----------	----------

Account Manager Information

Bid Submitted By:	Republic Bank of Chicago	Direct Number:	630-540-7764
Name of Purchaser:	Michael Nacyk	Fax Number:	630-928-1452
Street Address:	2221 Camden Court	State:	IL
City:	Oak Brook	Zip Code:	60523
Email:	mnacyk@repubicebank.com		

-----NOT PART OF THE BID-----
(Calculation of interest cost)

	Original	Revised
Issue Size	\$726,000.00	\$726,500.00
Gross Interest	\$29,861.19	\$29,881.75
Less Premium/Plus Discount	0.00	\$0.00
Net Interest Cost	\$29,861.19	\$29,881.75
Net Interest Rate	4.46%	4.46%
Total BOND Years	699.53	669.99
Average Life Years	0.922 Years	0.922 Years

The foregoing bid was accepted and the Bonds sold by ordinance of the Village on November 13, 2023.

VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS

President

SIGN HERE

FINAL TERM SHEET DATED NOVEMBER 13, 2023

VILLAGE OF VILLA PARK, DuPage County, Illinois

\$726,500 General Obligation Limited Tax Bonds, Series 2023

Issuer: Village of Villa Park, DuPage County, Illinois (the "Village").

Issue: \$726,500 General Obligation Limited Tax Bonds, Series 2023 (the "Bonds").

Award Date: November 13, 2023.

Dated/Delivery Date: November 29, 2023.

Method of Sale: Competitive.

Purchaser: Republic Bank of Chicago, Oak Brook, Illinois (the "Purchaser").

Interest Payment Date: Interest is due on November 1, 2024. Interest is calculated on the basis of a 360-day year consisting of twelve 30-day months.

Principal Due: November 1, 2024.

Maturity, Amount	Maturity	Principal	Interest	
Interest Rate and Yield:	<u>November 1</u>	<u>Amount</u>	<u>Rate</u>	<u>Yield</u>
	2024	\$726,500	4.46%	NRO

Purchase Price: Par.

Good Faith Deposit: A good faith deposit will **NOT** be required.

Bank Qualification: The Bonds are "qualified tax-exempt obligations" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Legal Opinion/Tax Exemption: Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois, Bond Counsel, will provide an opinion as to the validity and federal tax exemption of the interest on the Bonds. Interest on the Bonds is **not** exempt from present State of Illinois income taxes.

Registrar/Paying Agent: The Purchaser will act as bond registrar and paying agent on the Bonds, unless an agent is appointed by the Purchaser. However, such appointment will be made at the expense of the Purchaser.

Registered or Book-Entry: The Bonds will be registered in the name of the Purchaser unless otherwise requested by the Purchaser.

Rule G-34, as Amended: Rule G-34, as amended, extends to non-dealer municipal advisors the requirement that a municipal advisor obtain a CUSIP number when advising on a competitive transaction in municipal securities.

FINAL TERM SHEET DATED NOVEMBER 13, 2023

Village of Villa Park, DuPage County, Illinois \$726,500 General Obligation Limited Tax Bonds, Series 2023

Rule G-34, as Amended (cont): Rule G-34, as amended, provides a principles-based exception for municipal advisors in competitive sales from the CUSIP number requirements when selling a new issue of municipal securities in certain circumstances where the municipal advisor reasonably believes (e.g., by obtaining a written representation) that the present intent of the purchasing entity is to hold the municipal securities to maturity or earlier redemption or mandatory tender. Specifically, Rule G-34(a)(i)(F) provides as follows:

“(F) [A] municipal advisor advising the issuer with respect to a competitive sale of a new issue, which is being purchased directly by a bank, any entity directly or indirectly controlled by the bank or under common control with the bank, other than a broker, dealer or municipal securities dealer ... may elect not to apply for assignment of a CUSIP number or numbers if the ... municipal advisor reasonably believes (e.g., by obtaining a written representation) that the present intent of the purchasing entity or entities is to hold the municipal securities to maturity”

Should your bid be the best bid and should this not be relevant in your situation please advise Speer Financial, Inc. immediately.

Authorization: The Bonds are being issued pursuant to the Illinois Municipal Code and the Local Government Debt Reform Act of the State of Illinois, each as supplemented and amended, and an ordinance to be adopted by the Village Board on the Award Date.

Purpose: Proceeds of the Bonds will be used to pay debt service for outstanding obligations of the Village, as listed below, to fund various capital projects and to pay the costs of issuance of the Bonds.

<u>Issue</u>	<u>Payment Date</u>	<u>Debt Service</u>
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017	12/15/23	\$364,900.00
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022A	12/15/23	<u>112,350.00</u>
Total		\$477,250.00

Security: In the opinion of Bond Counsel, the Bonds are valid and legally binding upon the Village and are payable from any funds of the Village legally available for such purpose, and all taxable property in the Village is subject to the levy of taxes to pay the same without limitation as to rate, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. The amount of said taxes that may be extended to pay the Bonds is, however, limited as provided by the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "Tax Extension Limitation Law").

FINAL TERM SHEET DATED NOVEMBER 13, 2023

Village of Villa Park, DuPage County, Illinois \$726,500 General Obligation Limited Tax Bonds, Series 2023

Security (cont.):

The Debt Reform Act provides that the Bonds are payable from the debt service extension base of the Village (the "Base"), which is an amount equal to that portion of the extension for the Village for the 1994 levy year constituting an extension for payment of principal and interest on bonds issued by the Village without referendum, but not including alternate bonds issued under Section 15 of the Debt Reform Act or refunding obligations issued to refund or to continue to refund obligations of the Village initially issued pursuant to referendum, increased each year, commencing with the 2009 levy year, by the lesser of 5% or the percentage increase in the Consumer Price Index (as defined in the Tax Extension Limitation Law) during the 12-month calendar year preceding the levy year. The amount of the Base for the 2023 levy year is \$756,420.30. The Tax Extension Limitation Law further provides that the annual amount of taxes to be extended to pay the Bonds and all other limited bonds heretofore and hereafter issued by the Village shall not exceed the Base.

The Bonds will constitute the only series of limited bonds of the Village payable from the 2023 Base. The Village is authorized to issue from time to time additional limited bonds payable from the Base, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the Village's limited bonds.

Illinois Property Tax Extension Limitation Law:

The Village, as a non-home rule unit of local government located in DuPage County, Illinois, became subject to the Tax Extension Limitation Law in 1995 pursuant to a legislative action by the General Assembly. The effect of the Tax Extension Limitation Law is to limit the amount of property taxes that can be extended for a taxing body. In addition, general obligation bonds, notes and installment contracts payable from ad valorem taxes unlimited as to rate and amount cannot be issued by the affected taxing bodies unless the obligations first are approved at a direct referendum, are alternate bonds or are for certain refunding purposes.

Public Act 89-385, effective August 18, 1995, permits local governments, including the Village, to issue limited tax bonds in lieu of general obligation bonds that have otherwise been authorized by applicable law.

Denomination:

\$5.00 or integral multiples thereof.

Municipal Advisor:

Speer Financial, Inc., Chicago, Illinois ("Speer").

Expenses:

The Village will pay for the legal opinion and municipal advisor's fee. At closing, the Village will deliver one typed bond.

No Optional Redemption:

The Bonds are **not subject to redemption prior to maturity**.

FINAL TERM SHEET DATED NOVEMBER 13, 2023

**Village of Villa Park, DuPage County, Illinois
\$726,500 General Obligation Limited Tax Bonds, Series 2023**

Credit Rating: A credit rating will not be requested for the Bonds.

Secondary Market Disclosure: This Bond issue is not subject to the continuing disclosure provisions of Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

Issue Price: Unless the Purchaser shall intend to hold the Bonds for its own account and without a present intent to sell, and give appropriate certification, the Purchaser shall assist the Village in establishing the issue price of the Bonds and shall execute and deliver to the Village at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, substantially in the form of either Certificate 2 or Certificate 5 published by the National Association of Bond Lawyers in May 2017, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the Village and Bond Counsel.

Investor Letter: The Purchaser will be required to execute an investor letter wherein the purchaser will certify to the Village and Bond Counsel that it (i) is acquiring the Bonds for its own account and solely for investment purposes and not with a view to any distribution of any Bond or any interest therein or a portion thereof or with any present intention of distributing or selling any Bond or any interest therein or portion thereof and (ii) has knowledge and experience in financial and business matters, including the acquisition and holding of tax-exempt obligations, that it is capable of evaluating the merits and risks of purchasing the Bonds and is able to bear such risks.

President, Village of Villa Park

SIGN HERE

SPEERBIDS.COM BID FORM

Village of Villa Park
20 South Ardmore Avenue
Villa Park, Illinois 60181

November 9, 2023

Members of the Board of Park Commissioners:

For the \$726,000 General Obligation Limited Tax Bonds, Series 2023 (the "Bonds"), of the Village of Villa Park, DuPage County, Illinois, as described in the annexed Preliminary Term Sheet, we will pay you no less than par and accrued interest from the dated date of the Bonds to the date of delivery for the Bonds bearing interest as follows (each rate a multiple of 1/8 or 1/100 of 1%).

By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the District in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the District in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

MATURITY* - NOVEMBER 1

2024 \$726,000 4.53 %

The Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois .

Associated Bidders

State Bank	Wonder Lake	IL
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Account Manager Information

Bid Submitted By:	1st Secure Community Bank	Direct Number:	8152308013
Name of Purchaser:	Michael Rittof	Fax Number:	8152308001
Street Address:	2398 Essington Rd	State:	IL
City:	Joliet	Zip Code:	60435
Email:	mritttof@1stsecurebank.com		

-----NOT PART OF THE BID-----
(Calculation of interest cost)

Issue Size	\$726,000.00
Gross Interest	\$30,329.86
Less Premium/Plus Discount	0.00
Net Interest Cost	\$30,329.86
Net Interest Rate	4.53%
Total BOND Years	699.53
Average Life Years	0.922 Years

The foregoing bid was accepted and the Bonds sold by ordinance of the District on November 13, 2023.

VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS

President

SPEERBIDS.COM BID FORM

Village of Villa Park
20 South Ardmore Avenue
Villa Park, Illinois 60181

November 9, 2023

Members of the Board of Park Commissioners:

For the \$726,000 General Obligation Limited Tax Bonds, Series 2023 (the "Bonds"), of the Village of Villa Park, DuPage County, Illinois, as described in the annexed Preliminary Term Sheet, we will pay you no less than par and accrued interest from the dated date of the Bonds to the date of delivery for the Bonds bearing interest as follows (each rate a multiple of 1/8 or 1/100 of 1%).

By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the District in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the District in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

MATURITY* - NOVEMBER 1
2024 \$726,000 4.73 %

The Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois .

Account Manager Information

Bid Submitted By:	Peoples National Bank of Kewanee	Direct Number:	309-853-3333
Name of Purchaser:	Charles Eastman	Fax Number:	309-853-1708
Street Address:	207 N. Tremont Street	State:	IL
City:	Kewanee	Zip Code:	61443
Email:	pnbce@pnb-Kewanee.com		

-----NOT PART OF THE BID-----
(Calculation of interest cost)

Issue Size	\$726,000.00
Gross Interest	\$31,668.93
Less Premium/Plus Discount	0.00
Net Interest Cost	\$31,668.93
Net Interest Rate	4.73%
Total BOND Years	699.53
Average Life Years	0.922 Years

The foregoing bid was accepted and the Bonds sold by ordinance of the District on November 13, 2023.

VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS

President

SPEERBIDS.COM BID FORM

Village of Villa Park
20 South Ardmore Avenue
Villa Park, Illinois 60181

November 9, 2023

Members of the Board of Park Commissioners:

For the \$726,000 General Obligation Limited Tax Bonds, Series 2023 (the "Bonds"), of the Village of Villa Park, DuPage County, Illinois, as described in the annexed Preliminary Term Sheet, we will pay you no less than par and accrued interest from the dated date of the Bonds to the date of delivery for the Bonds bearing interest as follows (each rate a multiple of 1/8 or 1/100 of 1%).

By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the District in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the District in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

MATURITY* - NOVEMBER 1
2024 \$726,000 4.75 %

The Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois .

Account Manager Information

Bid Submitted By:	BMO Harris Bank N.A.,.	Direct Number:	312-461-3210
Name of Purchaser:	Michael Murawski	Fax Number:	312-461-3210
Street Address:	111 West Monroe St.	State:	IL
City:	Chicago	Zip Code:	60603
Email:	michael.murawski@bmo.com		

-----NOT PART OF THE BID-----
(Calculation of interest cost)

Issue Size	\$726,000.00
Gross Interest	\$31,802.83
Less Premium/Plus Discount	0.00
Net Interest Cost	\$31,802.83
Net Interest Rate	4.75%
Total BOND Years	699.53
Average Life Years	0.922 Years

The foregoing bid was accepted and the Bonds sold by ordinance of the District on November 13, 2023.

VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS

President

SPEERBIDS.COM BID FORM

Village of Villa Park
20 South Ardmore Avenue
Villa Park, Illinois 60181

November 9, 2023

Members of the Board of Park Commissioners:

For the \$726,000 General Obligation Limited Tax Bonds, Series 2023 (the "Bonds"), of the Village of Villa Park, DuPage County, Illinois, as described in the annexed Preliminary Term Sheet, we will pay you no less than par and accrued interest from the dated date of the Bonds to the date of delivery for the Bonds bearing interest as follows (each rate a multiple of 1/8 or 1/100 of 1%).

By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the District in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the District in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

MATURITY* - NOVEMBER 1
2024 \$726,000 4.95 %

The Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois .

Account Manager Information

Bid Submitted By:	Park Ridge Community Bank	Direct Number:	847-384-9225
Name of Purchaser:	Wayne Pavlicek	Fax Number:	847-384-9245
Street Address:	626 Talcott Road	State:	IL
City:	Park Ridge	Zip Code:	60068
Email:	wsp@timetobank.com		

-----NOT PART OF THE BID-----
(Calculation of interest cost)

Issue Size	\$726,000.00
Gross Interest	\$33,141.90
Less Premium/Plus Discount	0.00
Net Interest Cost	\$33,141.90
Net Interest Rate	4.95%
Total BOND Years	699.53
Average Life Years	0.922 Years

The foregoing bid was accepted and the Bonds sold by ordinance of the District on November 13, 2023.

VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS

President



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: November 13, 2023

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Civiltech Engineering, Inc., of Itasca, Illinois, for Phase II Design Engineering of the Villa Avenue Improvement Project in an Amount Not to Exceed \$499,661.83.

RECOMMENDED ACTION:

The following Resolution would authorize the Village President to enter into an engineering services agreement with Civiltech Engineering, Inc., of Itasca, Illinois, for Phase II design engineering of the Villa Avenue Improvement Project in an amount not to exceed \$499,661.83. The Villa Ave Improvement Project proposes a pavement rehabilitation of Villa Ave from Wildwood to IL 63 (North Ave) with the addition of a shared-use path. Funding is planned out of Fund 60.502.10.292. Staff recommends approval of the Resolution.

BACKGROUND:

The Villa Avenue Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP) and has been awarded STP funding from DMMC for FY2025 covering a maximum \$3.8 Million for construction and engineering. The project's objective is to improve the condition of the roadway by means of selected pavement rehabilitation methods and add a shared-use path along the roadway. The Phase I preliminary engineering is nearing completion and the Phase II design engineering needs to begin to maintain the funding schedule outlined by the Illinois Department of Transportation (IDOT). The project's design engineering is budgeted for CY 2024 from Fund 60.502.10.292.

DISCUSSION:

Public Works staff proposes an engineering services agreement with Civiltech Engineering, Inc., for the design engineering of this improvement in an amount not to exceed \$499,661.83. Staff completed a consultant Qualifications Based Selection (QBS) process to evaluate consultants to perform engineering of projects over the next three years. Civiltech Engineering, Inc. was selected as one of the firms to perform these services for the Village based on their qualifications. The proposed scope of work of the engineering services is the development of engineered construction

documents which includes assistance with multiple agency coordination, necessary data collection, design for the pavement along with the shared-use path, and determining the extent of any additional ROW required for the project.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Civiltech Engineering, Inc., of Itasca, Illinois, for Phase II Design Engineering of the Villa Avenue Improvement Project in an Amount Not to Exceed \$499,661.83

WHEREAS, the Village of Villa Park (the “Village”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village staff has completed a consultant Qualifications Based Selection (QBS) process and has recommended a proposed preliminary engineering services agreement with Civiltech Engineering, Inc., of Itasca, Illinois, to perform Phase II design engineering services for the Villa Avenue Improvement Project (“Project”) in an amount not to exceed Four Hundred Ninety-Nine Thousand Six Hundred Sixty-One and 83/100 (\$499,661.83) Dollars; and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the citizens of the Village of Villa Park to enter into an agreement with Civiltech Engineering, Inc., of Itasca, Illinois, to furnish design engineering services for Phase II of the Project.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: The facts and statements contained in the preamble clauses to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: That *Agreement between the Village of Villa Park, Illinois, and Civiltech Engineering, Inc., for the furnishing of Professional Civil Engineering Services for the Villa Avenue Improvement Project – Phase II*, is hereby approved in substantially the form attached hereto as Exhibit “A”, and incorporated herein, and the Village President is hereby authorized to execute, and the Village Clerk to attest, same on behalf of the Village of Villa Park, with such changes

Resolution No. _____

therein as may be approved by the Village President and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 3: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 13th day of November, 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this 13th day of November, 2023.

Village President

Attest: _____
Village Clerk

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
CIVILTECH ENGINEERING, INC.,
for the furnishing of
PROFESSIONAL CIVIL ENGINEERING SERVICES
for the
VILLA AVENUE IMPROVEMENT PROJECT – PHASE II

THIS AGREEMENT, made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the “VILLAGE,” and CIVILTECH ENGINEERING, INC., hereinafter referred to as the “ENGINEER,” has been prepared and executed to provide for professional civil engineering services for the VILLAGE OF VILLA PARK – Villa Avenue Improvement Project Phase II Engineering, hereinafter referred to as the “PROJECT”.

This agreement is hereinafter referred to as the “AGREEMENT”. The work associated with this AGREEMENT is as described below as Engineering Services.

In consideration of these premises and of the mutual covenants herein set forth,

A. THE ENGINEER AGREES:

1. The ENGINEER shall serve as the VILLAGE'S professional civil engineering consultant in those phases of the PROJECT to which this AGREEMENT applies. The ENGINEER shall perform the Engineering Services described in its proposal dated October 19, 2023, entitled “Villa Avenue Improvement Project – Village of Villa Park”, attached hereto as Exhibit A and made a part hereof.

2. Additional services beyond the scope of the Engineering Services above-described, requested in writing by the VILLAGE, shall be performed by the ENGINEER in accordance with the hourly rate as agreed upon in writing between the VILLAGE and ENGINEER, and approved by the VILLAGE Board of Trustees.

3. The ENGINEER will perform services under this AGREEMENT in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area. Notwithstanding anything to the contrary which may be contained in this AGREEMENT or any other material incorporated herein by reference, or in any agreement between the Village and any other party concerning the PROJECT, the ENGINEER shall not have control or be in charge of, and shall not be responsible for the means, methods,

techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the PROJECT. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the ENGINEER.

4. The ENGINEER shall procure and maintain for the duration of its AGREEMENT, and for three years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from, or are in conjunction with, the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 “any auto” and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.

- (4) Workers' Compensation and Employers' Liability: Workers' Compensation insurance within statutory limits, and Employers' Liability limits of \$500,000 per accident.
- (5) Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 per person, per aggregate.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, leased, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be in excess of the ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the

VILLAGE, its officials, agents, employees, and volunteers.

- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that the ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A+ according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

5. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay reasonable charges of

attorneys and reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same. Nothing contained herein shall be construed as prohibiting the VILLAGE, its officials, employees and volunteers from defending, through the selection and use of their own agents, attorneys and experts, any injuries, deaths, loss, damages, claims, suits, liabilities, and judgments brought against them. The VILLAGE'S participation in its defense shall not remove the ENGINEER'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

6. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

7. The ENGINEER represents and warrants to the VILLAGE that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The ENGINEER further represents and warrants to the VILLAGE that the ENGINEER and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER hereby agrees to defend, indemnify and hold harmless the VILLAGE, the corporate authorities, and all VILLAGE elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

8. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.

9. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

10. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order) require the ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the

costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. The ENGINEER will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

11. This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the ENGINEER, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) business days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.

12. This AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

- a.** If the ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- b.** If a petition is filed against the ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- c.** If the ENGINEER makes a general assignment for the benefit of creditors;
- d.** If a trustee, receiver, custodian or agent of the ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the ENGINEER's creditors;
- e.** If the ENGINEER admits in writing an inability to pay its debts generally as they become due.

13. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, the ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE, to have the services performed which were to have been performed by the ENGINEER.

14. The ENGINEER is qualified technically and is conversant with the policies applicable to the performance of design engineering and that sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

15. The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.

16. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

17. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.

18. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

19. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the

VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name. The ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. The ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE'S prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

20. The drawings, specifications, reports, and any other PROJECT documents prepared by the ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER'S promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE'S confidential and proprietary information.

21. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE'S express authorization would be harmful and damaging to the VILLAGE'S interests:

- a.** Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups,

computer disks and diskettes, and computer databases and which are not otherwise known to the public.

- b.** All information relating to the Engineering Services being performed by the ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c.** Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d.** Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER'S wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

22. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE'S business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE'S request at any time.

23. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.

24. The ENGINEER will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

B. THE VILLAGE AGREES:

1. The VILLAGE shall pay the ENGINEER, for the Engineering Services above-described, a fee not to exceed Four Hundred Ninety-Nine Thousand Six Hundred Sixty-One 83/100 (\$499,661.83) Dollars.

2. For all direct expenses totaling more than Twenty-Five Dollars (\$25.00), the ENGINEER shall provide copies of receipts from suppliers of expendable materials. Invoices for reimbursable expenses shall be provided no later than sixty (60) days after the expense is incurred by the ENGINEER, and if such invoices are not provided within sixty (60) days, the VILLAGE shall not be required to pay such reimbursable expenses.

3. The ENGINEER shall indicate to the VILLAGE the information needed for rendering of the services of this AGREEMENT. The VILLAGE shall provide to the ENGINEER such information as is available to the VILLAGE and the VILLAGE'S consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof.

4. Payment of ENGINEER'S Fee. The VILLAGE, for and in consideration of the rendering of the Engineering Services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

- a.** Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
- b.** Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

5. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

C. IT IS MUTUALLY AGREED:

1. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.

2. Each party to this AGREEMENT shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

3. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

a. If to the VILLAGE:

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Village Manager

b. If to the ENGINEER:

CIVILTECH ENGINEERING, INC.
Two Pierce Place
Suite 1400
Itasca, Illinois 60143
Attn: Jonathan R. Vana, P.E.

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

4. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

5. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

6. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.

7. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby; and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

8. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

9. This AGREEMENT may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

10. This AGREEMENT shall become effective only after an appropriation therefor has been made. The term of this AGREEMENT shall be for one year following the effective date of the appropriation.

D. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;

- d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- e. in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights; and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.
- (8) ENGINEER (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that ENGINEER will retain such certifications in its files.
- (9) In the event of the ENGINEER's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the ENGINEER may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the

contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;

- (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
 - j. not a VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official.

- k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
- l. not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
- m. the ENGINEER acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this AGREEMENT are considered a public record of the VILLAGE; and therefore, the ENGINEER shall review its records and promptly produce to the VILLAGE any records in the ENGINEER'S possession which the VILLAGE requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the ENGINEER shall produce to the VILLAGE such records within three (3) business days of a request for such records from the VILLAGE at no additional cost to the VILLAGE.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this 13th day of November, 2023.

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181

ATTEST:

By _____
Nick Cuzzone, Village President

By _____
Village Clerk

Executed by the ENGINEER, this ____ day of _____, 2023.

CIVILTECH ENGINEERING, INC.
Two Pierce Place
Suite 1400
Itasca, Illinois 60143

By _____
Jonathan R. Vana, P.E., President

EXHIBIT A

**“Villa Avenue Improvement Project– Village of Villa Park”
dated October 19, 2023**



SCOPE OF SERVICES

1. Data Collection and Early Coordination

Item A. - Initial Kick-Off Meeting with Village & IDOT

We will come to the meeting prepared to discuss the project status and Phase II engineering scope. We will be prepared to discuss the project schedule including controlling elements and milestone dates. Since this project involves new right-of-way we will invite the Bureau of Land Acquisition to the IDOT kick off meeting.

Item B. - Obtain and Review Record Data

The Phase II Engineers will review the Phase I work completed to date to ensure that the design of the proposed improvements is in accordance with the report. We will ensure that any commitments made during the Phase I preliminary engineering stage of the project are followed through during Phase II design engineering. We will obtain and review available County and Village data including, but not limited to, subdivision plans and plats, existing/proposed record drawings, geotechnical reports, right-of-way data, aerial photography and contour mapping, other existing plans, and utility atlases.

This item also includes workhours for coordination between the Phase I and Phase II Engineers during the preliminary stages of the project since there will be an overlap between the start of Phase II and the completion of the Phase I study.

Item C. - Preliminary Utility Company Coordination

We will build on the Utility Coordination that was started in Phase I. This will include ensuring that record information and utility atlases are in hand from the providers in the project area. That information will be reflected on the Phase II plan base sheets for use in identification of potential conflicts and confirming the locations of existing utilities.

Item D. - Pavement Cores

Midland Standard Engineering and Testing will core the existing pavement to confirm the existing pavement structure. This will be important when designing the resurfacing and developing pay items for pavement removal and full depth pavement patching that will be included in the project.

Item E. - Special Waste Investigations and Reports

Huff and Huff will prepare the PSI and CCDD analysis to classify material that will need to be hauled off site during construction. Civiltech will review the results and provide the necessary pay items for disposal of materials.

Item F. - Supplemental Field Survey and Preparation of Base Sheets

Supplemental topographic survey will be completed by Jorgensen and Associates. Base sheets will be prepared at a scale of 1"=20' and 1"=50' for use during the contract plan preparation. Once prepared, we will perform a "plan-in-hand" field check during which we will:



- Verify the completeness and accuracy of the design survey while familiarizing ourselves with the project area and any special conditions in the field.
- Obtain additional field measurements to supplement the base drawing development and include the necessary information for the bidding plans.
- Review the project area for any problematic drainage conditions that could be remedied as part of this project.
- Review existing signage for MUTCD compliance and investigate any other topographic features which may affect or be affected by the proposed design.
- Establish as accurately as possible, the locations of existing private utilities in the field using a combination of the atlases obtained from JULIE request and visual observation in the field.
- Photo-document the project area for use during design.

Item G - Inspection and Condition Report of Utility Structures

Civiltech will inspect and develop a condition report for all drainage structures, sanitary manholes and water valve vaults for the roadways in this project. Structures requiring repair or deemed to be unsatisfactory will be addressed as part of the contract documents.

2. Preliminary (65%) Engineering

Item A. - Pavement Design

Pavement design will be determined utilizing the recommendations in the pavement core report and coordination with the Village. Resurfacing will be completed following Village requirements and the IDOT Bureau of Local Roads and Streets Manual

Item B. - Shared-Use Path Design

This item will include preliminary design of the shared use path including the alignment, profile and grading. Sufficient grades will be provided to ensure compliance with ADA/PROWAG requirements especially at driveways and intersecting streets.

Item C. - Review and Confirm Project Right-of-Way Requirements

New right-of-way (ROW) is anticipated to be needed for the construction of this project. As part of the Preliminary design, we will refine the ROW requirements including take dimensions, and the type of acquisition (ROW, PE, TE). The acquisitions will be discussed and agreed to with the Village and then used as the basis for development of the Plat of Highways by Jorgensen and Associates.

Item D. - Preliminary Plans

The Preliminary Plan preparation and submittal will be made to the Village in an effort to identify and address any significant design issues prior to completing Pre-Final Plans. This will also allow us to review the estimated project costs in comparison to the original budget. We will prepare one set of contract plans in accordance with the applicable sections of the BLRS manual, applicable IDOT Standards and in accordance with current Village standards and practices:



- Cover Sheet
- General Notes, Index of Sheets and List of Highway Standards
- Typical Sections
- Alignment, Ties and Benchmarks
- Roadway Resurfacing and Shared Use Path
- Shared Use Path Profile
- Intersection Details
- Shared Use Path & Sidewalk Grading Plans
- Pavement Marking and Signing
- Cross Sections

Item E. - Preliminary Quantity Calculations

Calculations of pay item quantities will be done as part of the Preliminary design in order to develop an estimate of cost. Although certain plan sheets may not be designed and annotated in this stage of design, our intent will be to quantify all applicable contract pay items. This will result in a more accurate project cost with smaller contingency allowing the Village to make better decisions on any need to adjust the scope of design work for the project.

Item F. - Preliminary Estimate of Cost

In order to ensure that the project is tracking within the projected budget, a cost estimate will be prepared based on quantity calculations discussed above. We will review the most recent IDOT and Village projects that have been bid for construction in the past 12 months to determine the average unit bid price of each pay item. Certain pay items will require additional attention due to the effects of unprecedented inflation rates and market uncertainty.

Item G. - Preliminary Design Review Meeting

We will coordinate a meeting with Village staff in order to discuss the project. The meeting will be scheduled such that all parties will have had an opportunity to review the preliminary plans and provide comments.

3. Right-of-Way Documents and Coordination

These services will be authorized under a separate contract.

4. Pre-Final (90%) Plans, Special Provisions & Estimates

Item A. - Pre-Final Plans

The development of Pre-Final Plans and documents will proceed throughout the Village's review of the Preliminary Plan Submittal. We will prepare pre-final contract plans based on comments received on the preliminary plans, the applicable sections of the BLRS manual, BDE manual, applicable IDOT Standards and in accordance with current Village standards and practices. We anticipate the contract plans will contain the following drawings:

- Cover Sheet
- General Notes, Index of Sheets and List of Highway Standards
- Summary of Quantities
- Schedule of Quantities
- Typical Sections
- Alignment, Ties and Benchmarks (1"=50')
- Roadway Resurfacing and Shared Use Path (1"=20' Dual View)
- Shared Use Path Profile (1"=50'H and 1"=5'V)
- Maintenance of Traffic General Notes and Typical Sections



- Maintenance of Traffic Plans - 2 Stages (1"=50' Dual View)
- Detour Plan and Notes
- Plat of Highways (Completed by Jorgensen under separate future contract)
- Intersection Details (1"=10')
- Shared-Use Path & Sidewalk Grading Plans (1"=5') (20 sheets)
- Pavement Marking and Signing Plans (1"=20' double-pane)
- Erosion Control and Landscape Restoration Plans (1"=50' double-pane)
- Temporary Traffic Signal Installation and Removal Plan - Villa Ave/St. Charles Rd
- Temporary Cable Plan and Sequences - Villa Avenue/St. Charles Road
- Traffic Signal Modification Plan - Villa Avenue/St. Charles Road
- Traffic Signal Cable Plan and Sequences - Villa Avenue/St. Charles Road
- Temporary Traffic Signal Installation and Removal Plan - Villa Avenue/IL Rte 64 (North Avenue)
- Temporary Cable Plan and Sequences - Villa Avenue/IL Rte 64 (North Avenue)
- Traffic Signal Modification Plan - Villa Avenue/IL Rte 64 (North Avenue)
- Traffic Signal Cable Plan and Sequences - Villa Avenue/IL Rte 64 (North Avenue)
- Temporary Interconnect Schematic - St. Charles Road
- Temporary Interconnect Schematic - IL Rte 64 (North Avenue)
- Interconnect Plan - St. Charles Road from Ardmore Avenue to IL Rte 83
- Interconnect Schematic - St. Charles Road
- Interconnect Schematic - IL Rte 64 (North Avenue)
- Standard Traffic Signal Design Details
- Construction Details
- Cross Sections (1"=10'H : 1"=5'V)

Item B. - Pre-Final Special Provisions

We will develop Special Provisions as needed that supplement the Standard Specifications for Road and Bridge Construction and the Standard Specifications for Water and Sewer Construction in Illinois. When necessary, we will provide supplemental specifications for the proposed items of work as required. Illinois Environmental Protection Agency (IEPA) documentation will be completed as required for the scope of work undertaken to include NPDES permitting such as the Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI). These items will be prepared for inclusion in the contract documents for final execution by the successful bidder. All erosion control design will be in accordance with the latest IEPA, Illinois Urban Manual, Village, and County requirements.

Item C. - Pre-Final Quantity Calculations

We will perform detailed quantity calculations at the pre-final stage of the plan development. Two sets of calculations will be performed by separate engineers in order to ensure the accuracy of the calculations.

Item D. - Pre-Final Estimates of Cost and Construction Time

We will use the quantities of work in order to calculate an Engineer's Estimate of Cost and Time. The unit prices for the various items of work will be developed based on review and analysis of recent bid tabulations for projects of similar scope and magnitude.



Item E. - Pre-Final QC/QA Review

Prior to submission of the Pre-Final plans for review, we will perform an internal Quality Control / Quality Assurance review of the work completed. The review will be performed by a professional engineer independent of the design team. The Construction Engineer will also complete a contract document review at the Pre-Final stage. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required. The design team will also perform a "plan-in-hand" field check to confirm the existing conditions and design.

Item F. - Pre-Final Project Review Meeting

A project review meeting will be held with the Village to address design issues and plan comments generated from the pre-final contract document review.

5. Final (100%) Plans, Special Provisions & Estimates

Final Plans, Special Provisions & Estimates

After completion of all reviews and resolution of any Village, stakeholder or utility company concerns, the contract plans, documents and estimates will be finalized.

In order to assist the Resident Engineer (RE) we will furnish the Village, as part of our deliverables, detailed information including all design and quantity calculations. We will also prepare a technical memorandum to the RE highlighting any key issues, commitments, or special concerns that arose during the design stage of the project. The status and schedule of all utility relocations, as of the date of the final plans, will be included in the bid documents. CAD files will be provided to the Village via FTP site containing all base and sheet files of the plan set.

The quantities will be updated based on final changes made to the plans after the pre-final review stage and a final estimate of quantities and cost will be provided for inclusions within the bid documents as necessary for the advertisement and construction letting.

6. ICC, CN & UP Railroad Coordination and Permitting

There are 2 railroad crossings within the limits of the projects including the CN and UP Railroads. It is anticipated that an ICC filing will be required for the crossings along with the associated engineering support needed throughout the process. The Village attorney will need to assist the project team with the petition filing and agreements. Civiltech will provide engineering support needed, and will also coordinate any technical design related issues with the railroads as part of the approval process.

Item A. - Petition Filing (By Village) – Expert Testimony and Assistance

Item B. - CN Railroad Agreements (by Village) – Exhibits, Documents and Assistance

Item C. - UP Railroad Agreements (by Village) – Exhibits, Documents and Assistance

Item D. - ICC/CN Permitting and Approvals – Right of Entry, Insurance Licensure

Item E. - ICC/UP Permitting and Approvals – Right of Entry, Insurance Licensure

Item F. - Railroad Crossing Report and Documentation



7. Project Administration, Coordination and Permits

Item A. - Project Administration

This item includes project setup and monthly invoicing. In addition, this item includes coordination meetings with the Village, internal project team coordination, and sub-consultant coordination.

Item B. - Project Submittals

As noted above, we will make the necessary document submittals, and follow through with each agency in regards to their review comments or arrange a review meeting to discuss plan changes necessary to resolve conflicts if possible.

Item C. - Utility Company Coordination

As noted above, we will analyze the project for potential impacts to existing utilities. We will provide the utility companies with a list of areas of potential conflict so that additional information, such as horizontal locates or vertical locates, can be obtained where necessary to further define the extent of conflicts. We will first attempt to address utility conflicts through design modifications while considering the impact those changes will have on the overall improvement. Coordination with utility companies will be done at the preliminary, pre-final, and final stages of design.

Item D. - DuPage County Stormwater Permit

All stormwater elements of the project will be designed to meet the requirements of the DuPage County Stormwater Ordinance. The Village of Villa Park is a full waiver community, and the Village's representative will review the project for compliance with the County ordinance. This project is not located in any floodplains. A formal permit submittal to DuPage County is not anticipated. All drainage design calculations will be documented and organized in a manner that demonstrates compliance with County ordinance requirements.

Item E. - NPDES Permitting and Documentation

The NPDES permit, along with a Stormwater Pollution Prevention Plan, will also be prepared for inclusion in the contract documents for final execution by the successful bidder. All erosion control design will be in accordance with the latest IEPA, Village, and County requirements.

Item F. - IDOT BLRS and DMMC Coordination

We have included a nominal amount of time to work with the Village, IDOT, and DMMC in the preparation of quarterly project update forms, the Project Program Information Form, and the joint agreements for construction.

Item G. - Bid Phase Assistance

Since this project involves federal funds, IDOT will be responsible for letting the project. We will be available to respond to questions submitted to IDOT by contractors. We will also review the total bid numbers received by IDOT and make a recommendation to the Village regarding accepting the bids.

Item H. - Pre-Construction Meeting Attendance

We will attend the pre-construction meeting at IDOT to answer any questions regarding the project.



Proposal to Furnish Design Engineering Services
Villa Avenue Improvement Project

Village of Villa Park

COST ESTIMATE OF CONSULTANT SERVICES

	Personnel & Hours							Total Hours	% of Hours	Labor Cost
	Director of Design Services	Project Manager	Project Engineer	Design Engineer	Project Engineer (Traffic Signals)	QC/QA Engineer				
	\$86.00	\$68.00	\$49.00	\$43.00	\$54.50	\$59.25				
1 Data Collection and Early Coordination	4	21	90	106	4	0		225	6.8%	\$10,958.00
2 Preliminary (65%) Engineering	3	112	298	468	4	0		885	26.8%	\$42,818.00
3 Right-of-Way Documents and Coordination	0	0	0	0	0	0		0	0.0%	\$0.00
4 Pre-Final (90%) Plans, Special Provisions and Estimates	20	126	366	543	222	16		1293	39.1%	\$64,618.00
5 Final (100%) Plans, Special Provisions and Estimates	18	24	60	68	56	12		238	7.2%	\$12,807.00
6 ICC, CN & UP Railroad Permitting	16	48	104	80	0	0		248	7.5%	\$13,176.00
7 Project Administration, Coordination and Permits	28	98	164	116	12	0		418	12.6%	\$22,750.00
Total Labor Cost										\$167,127.00
Direct Labor Multiplier (2.70)										\$451,242.90
Direct Costs and Sub Consultant Expense (See attached calculation)										\$48,418.93
Total Engineering Cost:								3307	100.0%	\$499,661.83



Proposal to Furnish Design Engineering Services
Villa Avenue Improvement Project

Village of Villa Park

WORKHOURS

			Personnel & Hours						Total Hours	% of Hours
			Director of Design Services	Project Manager	Project Engineer	Design Engineer	Project Engineer (Traffic Signals)	QC/QA Engineer		
Task No.	Task									
1	Data Collection and Early Coordination									
A.	Initial Kick-Off Meetings with Village & IDOT		4	4	6				14	6.2%
B.	Obtain and Review Record Data			2	8	12	4		26	11.6%
C.	Preliminary Utility Company Coordination				8	16			24	10.7%
D.	Pavement Cores (by MSET)			1	4	2			7	3.1%
E.	Special Waste Investigation and Reports			2	8	4			14	6.2%
F.	Supplemental Field Survey and Preparation of Base Sheets			8	24	40			72	32.0%
G.	Inspection and Condition Report of Utility Structures			4	32	32			68	30.2%
	Sub-total Item 1		4	21	90	106	4	0	225	100.0%
2	Preliminary (65%) Engineering									
A.	Pavement Design			1	8	12			21	2.4%
B.	Shared Use Path Design			2	24	40			66	7.5%
C.	Review and Confirm Project Right-of-Way Requirements	No. of		4	16	16			36	4.1%
D.	Preliminary Plans	Sheets								
	Cover Sheet	1		1	1	2			4	0.5%
	General Notes, Index of Sheets and List of Highway Standards	2		1	2	2			5	0.6%
	Typical Sections	4		4	16	24			44	5.0%
	Alignment, Ties and Benchmarks (1"=50')	3		3	12	12			27	3.1%
	Roadway Resurfacing and Shared Use Path (1"=20' Dual View)	7		24	40	80			144	16.3%
	Shared Use Path Profile (1"=50'H and 1"=5'V)	2		8	12	16			36	4.1%
	Intersection Details (1"=10')	16		16	24	40			80	9.0%
	Shared Use Path & Sidewalk Grading Plans (1"=5') (20 sheets)	20		16	32	48			96	10.8%
	Pavement Marking and Signing (1"=50' Dual View)	3		3	8	16			27	3.1%
	Cross Sections (1"=10'H : 1"=5'V)	47		24	60	120			204	23.1%
E.	Preliminary Quantity Calculations			1	24	24			49	5.5%
F.	Preliminary Estimate of Cost		1	2	16	16	4		39	4.4%
G.	Preliminary Design Review Meeting		2	2	3				7	0.8%
	Sub-total Item 2		3	112	298	468	4	0	885	100.0%
3	Right-of-Way Documents and Coordination									
A.	Right-of-Way Coordination Meetings								0	#DIV/0!
B.	Land Acquisition Support and Coordination								0	#DIV/0!
C.	Negotiations Support and Coordination								0	#DIV/0!
	Sub-total Item 3		0	0	0	0	0	0	0	#DIV/0!



WORKHOURS (CONTINUED)

				Personnel & Hours						Total Hours	% of Hours
				Director of Design Services	Project Manager	Project Engineer	Design Engineer	Project Engineer (Traffic Signals)	QC/QA Engineer		
Task No.	Task										
4	Pre-Final (90%) Plans, Special Provisions and Estimates										
A.	Pre-Final Plans										
	Cover Sheet	1		1	1	2				4	0.3%
	General Notes, Index of Sheets and List of Highway Standards	2		1	2	1				4	0.3%
	Summary of Quantities	4		1	8	16				25	1.9%
	Schedule of Quantities	5		1	8	24				33	2.6%
	Typical Sections	4		2	8	16				26	2.0%
	Alignment, Ties and Benchmarks (1"=50')	3		2	8	8				18	1.4%
	Roadway Resurfacing and Shared Use Path (1"=20' Dual View)	7		24	40	60				124	9.6%
	Shared Use Path Profile (1"=50'H and 1"=5'V)	2		4	8	12				24	1.9%
	Maintenance of Traffic General Notes and Typical Sections	2		8	12	24				44	3.4%
	Maintenance of Traffic Plans - 2 Stages (1"=50' Dual View)	6		12	40	60				112	8.7%
	Detour Plan and Notes	2		2	16	24				42	3.2%
	Plat of Highways (Completed by Jorgensen)										
	Intersection Details (1"=10')	16		12	24	40				76	5.9%
	Shared-Use Path & Sidewalk Grading Plans (1"=5') (20 sheets)	20		12	32	40				84	6.5%
	Pavement Marking and Signing Plans (1"=20' double-pane)	7		2	8	12				22	1.7%
	Erosion Control and Landscape Restoration Plans (1"=50' double-pane)	3		6	16	24				46	3.6%
	Temporary Traffic Signal Installation and Removal Plan - Villa Ave/St. Charles Rd	1						24		24	1.9%
	Temporary Cable Plan and Sequences - Villa Avenue/St. Charles Road	1						8		8	0.6%
	Traffic Signal Modification Plan - Villa Avenue/St. Charles Road	1						40		40	3.1%
	Traffic Signal Cable Plan and Sequences - Villa Avenue/St. Charles Road	1						12		12	0.9%
	Temporary Traffic Signal Installation and Removal Plan - Villa Avenue/IL Rte 64 (North Avenue)	1						24		24	1.9%
	Temporary Cable Plan and Sequences - Villa Avenue/IL Rte 64 (North Avenue)	1						8		8	0.6%
	Traffic Signal Modification Plan - Villa Avenue/IL Rte 64 (North Avenue)	1						24		24	1.9%
	Traffic Signal Cable Plan and Sequences - Villa Avenue/IL Rte 64 (North Avenue)	1						8		8	0.6%
	Temporary Interconnect Schematic - St. Charles Road	1						4		4	0.3%
	Temporary Interconnect Schematic - IL Rte 64 (North Avenue)	1						4		4	0.3%
	Interconnect Plan - St. Charles Road from Ardmore Avenue to IL Rte 83	2						24		24	1.9%
	Interconnect Schematic - St. Charles Road	1						8		8	0.6%
	Interconnect Schematic - IL Rte 64 (North Avenue)	1						8		8	0.6%
	Standard Traffic Signal Design Details	7						2		2	0.2%
	Construction Details	8				8	20			28	2.2%
	Cross Sections (1"=10'H : 1"=5'V)	47		24	60	96				180	13.9%
B.	Pre-Final Special Provisions			4	24	8	8			44	3.4%
C.	Pre-Final Quantity Calculations			2	24	48	12			86	6.7%
D.	Pre-Final Estimate of Cost and Construction Time			2	16	8	4			34	2.6%
E.	Pre-Final QC/QA Review			16					16	32	2.5%
F.	Pre-Final Project Review Meeting			2	2	3				7	0.5%
Sub-total Item 4				20	126	366	543	222	16	1293	100.0%



Proposal to Furnish Design Engineering Services
Villa Avenue Improvement Project

Village of Villa Park

WORKHOURS (CONTINUED)

			Personnel & Hours							Total Hours	% of Hours
			Director of Design Services	Project Manager	Project Engineer	Design Engineer	Project Engineer (Traffic Signals)	QC/QA Engineer			
Task No.	Task										
5	Final (100%) Plans, Special Provisions and Estimates										
A.	Final Plans		4	16	24	40	40			124	52.1%
B.	Final Special Provisions		1	4	16	8	4			33	13.9%
C.	Final Quantity Calculations			2	8	12	8			30	12.6%
D.	Final Estimate of Cost and Construction Time		1	2	12	8	4			27	11.3%
E.	Final QC/QA Review		12					12		24	10.1%
Sub-total Item 5			18	24	60	68	56	12		238	100.0%
6	ICC, CN & UP Railroad Coordination Permitting										
A.	Petition Filing (by Village) - Expert Testimony and Assistance (2 petitions)		4	12	16	16				48	19.4%
B.	CN Railroad Agreements (by Village) - Exhibits, Documents, and Assistance		2	12	16	8				38	15.3%
C.	UP Railroad Agreements (by Village) - Exhibits, Documents, and Assistance		2	12	16	8				38	15.3%
D.	ICC/CN Permitting and Approvals - Right-of-Entry, Insurance, Licensure		2	4	8	4				18	7.3%
E.	ICC/UP Permitting and Approvals - Right-of-Entry, Insurance, Licensure		2	4	8	4				18	7.3%
F.	Railroad Crossing Report and Documentation		4	4	40	40				88	35.5%
Sub-total Item 6			16	48	104	80	0	0		248	100.0%
7	Project Administration, Coordination and Permits										
A.	Project Administration		24	40	16					80	19.1%
B.	Project Submittals			4	16	24	8			52	12.4%
C.	Utility Company Coordination			16	80	60	4			160	38.3%
D.	DuPage County Stormwater Permit			2	24	16				42	10.0%
E.	NPDES Permitting and Documentation			2	12	16				30	7.2%
F.	IDOT BLRS & DMMC Coordination		4	24	16					44	10.5%
G.	Bid Phase Assistance			8						8	1.9%
H.	Pre-Construction Meeting Attendance			2						2	0.5%
Sub-total Item 7			28	98	164	116	12	0		418	100.0%
TOTALS			89	429	1082	1381	298	28		3307	
% of Hours:			2.7%	13.0%	32.7%	41.8%	9.0%	0.8%		100.0%	



DIRECT AND SUBCONSULTANT COSTS

DIRECT COSTS		
ITEM 1 - Printing Allowance		
	Total Item 1	\$1,000.00
ITEM 2 - Shipping		
10 overnight shipping items X \$40/each		\$400.00
	Total Item 2	\$400.00
ITEM 3 - Vehicle Expense		
Mileage Allowance		\$300.00
	Total Item 3	\$300.00
ITEM 4 - Right-of-Way Negotiations and Appraisals		
ROW Documents (Jorgensen & Assoc.)		
Appraisals (Dave White - Civiltech)		These ROW acquisition services will be authorized under separate contract.
8 parcels X \$3,200 per parcel		
22 parcels X \$2,900 per parcel		
Review Appraisals (T Engineering)		
Negotiations (Santacruz Land Acquisitions)		
	Total Item 4	\$0.00
ITEM 5 - Topographic Survey		
Jorgensen & Associates, Inc.		\$5,448.93
	Total Item 4	\$5,448.93
ITEM 6 - Geotechnical Services		
Midland Standard Testing & Engineering, Inc.		\$9,010.00
	Total Item 5	\$9,010.00
ITEM 7 - Environmental Studies		
Huff & Huff, Inc.		\$32,260.00
	Total Item 6	\$32,260.00
TOTAL DIRECT EXPENSES:		\$48,418.93



JORGENSEN & ASSOCIATES, INC.
LAND SURVEYORS
Est. 1990

October 5, 2023

Mr. Jonathan R. Vana, P.E.
President
Civiltech Engineering, Inc.
Two Pierce Place
Suite 1400
Itasca, Illinois 60143

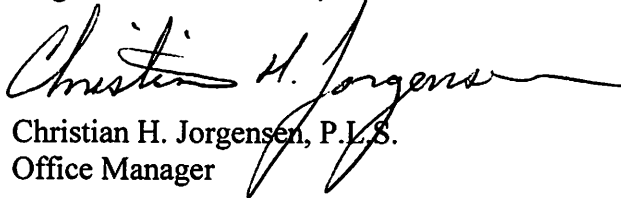
Re: Village of Villa Park – Villa Avenue Phase II

Dear Mr. Vana:

Enclosed please find our proposal to prepare a supplemental topographic survey ~~and a statutory plat of highways and legal descriptions~~ for the referenced project. Our proposal is based on your email of October 2nd.

I would like to thank you for considering Jorgensen & Associates for this project. We look forward to continuing our working relationship with your firm. Should you have any questions, comments or require any further information concerning our proposal, please feel free to call me at (847)356-3371.

Respectfully submitted,
Jorgensen & Associates, Inc.


Christian H. Jorgensen, P.L.S.
Office Manager

CHJ/pt

Enclosures

E:\Civiltech\Villa Park\Villa Ave\Letter

Route: Villa Avenue
Section: South of St. Charles Road to Illinois Route 64
County: DuPage
Job No.:

Exhibit "A"

Payroll Burden & Fringe Costs

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act _____	11.80%
State Unemployment Compensation _____	0.26%
Federal Unemployment Compensation _____	0.13%
Workmen's Compensation Insurance _____	1.32%
Paid Holidays, Vacation, Sick Leave, Personal Leave _____	12.30%
Bonus _____	3.96%
401(K) _____	0.96%
Group Insurance _____	<u>38.95%</u>
Total Payroll Burden & Fringe Costs	69.69%

Route: Villa Avenue
 Section: South of St. Charles Road to Illinois Route 64
 County: DuPage
 Job No.:

Exhibit "B"

Overhead and Indirect Costs

	<u>% of Direct Productive Payroll</u>
Business Insurance _____	5.89%
Depreciation _____	5.04%
Indirect wages and salaries _____	40.10%
Office Expenses _____	0.80%
Office Supplies _____	3.13%
Dues & Subscriptions _____	1.33%
Computer Software _____	4.95%
Professional Fees _____	1.11%
Telephone _____	2.41%
Fees, license & dues _____	0.03%
Repairs and maintenance _____	0.03%
Business space rent _____	5.29%
Facilities - capital _____	0.29%
Survey Supplies _____	2.25%
Automobile/travel expense _____	4.60%
Miscellaneous Expense _____	0.84%
State Income Tax _____	-0.75%
Recruiting _____	0.21%
Postage _____	0.15%
Educational & Professional Registrations _____	0.08%
Sale of Assets _____	<u>-8.85%</u>
 Total Overhead	 68.94%

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME Jorgensen & Associates, Inc.
PRIME/SUPPLEMENT Prime

DATE 10/05/23
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 10/15/2023
RAISE DATE 4/15/2024

OVERHEAD RATE 138.63%
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

10/15/2023 - 4/15/2024

4/16/2024 - 10/15/2024

6
12

6
12

= 50.00%
= 1.0150

51.50%

The total escalation for this project would be:

1.50%

10/05/23

FIRM NAME

PRIME/SUPPLEMENT

PSB NO.

Prime

ESCALATION FACTOR

1.50%

[illegible]

DATE 10/05/23

[illegible]

DBE 0.00%

AVERAGE HOURLY PROJECT RATES

FIRM Jorgensen & Associates, Inc.
 PSB _____
 PRIME/SUPPLEMENT Prime

DATE 10/05/23

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			(1) Field-Topographic Survey			(2) Office-Compile Field Data			(3) Office-Create Existing Topography Base File			(4) Office-Create T.I.N. & Contours			(5) QC/QA		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Supervisor, P.L.S.	46.69	3	4.69%	2.19				1	25.00%	11.67							2	100.00%	46.69
Survey Party Chief, P.L.S.	32.99	24	37.50%	12.37	24	50.00%	16.49												
Instrument Operator	21.32	24	37.50%	7.99	24	50.00%	10.66												
Cadd Supervisor	35.78	13	20.31%	7.27				3	75.00%	26.83	8	100.00%	35.78	2	100.00%	35.78			
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TOTALS		64	100%	\$29.82	48	100.00%	\$27.15	4	100%	\$38.51	8	100%	\$35.78	2	100%	\$35.78	2	100%	\$46.69

Route: Villa Avenue
Section: South of St. Charles Road to Illinois Route 64
County: DuPage
Job No.:

**Manhour Breakdown
Topographic Survey Estimate**

Villa Avenue $\pm 6,550' = \pm 1.240$ miles

Total Length $\pm 6,550' = \pm 1.240$ miles

1. Field – Topographic Survey

- a. Measure traverse & level circuit
2 hours x 2 men = 4 MH
- b. Locate existing supplemental topography
22 hours x 2 men = 44 MH

Sub-total Item #1 48 MH

2. Office - Compile Field Data

- a. Compute traverse & level circuit
1 hour x 1 man = 1 MH
- b. Edit & compile topographic survey
3 hours x 1 man = 3 MH

Sub-total Item #2 4 MH

3. Office - Create Existing Topography Base File

- a. Layout and drafting
8 hours x 1 man = 8 MH

4. Office - Create T.I.N. & Contours

- a. Compute contours
2 hours x 1 man = 2 MH

(1)

5. QC/QA

- a. Check topographic survey & contours
2 hours x 1 man =

2 MH

Total All Items

64 MH

(2)

Route: Villa Avenue
Section: South of St. Charles Road to Illinois Route 64
County: DuPage
Job No.:

**Breakdown of
In House Direct Costs**

Item

1. Field - Topographic Survey

- a. Trips to project site - 3 each
 $\pm 105 \text{ miles/trip} \times 3 \text{ trips} = \pm 315 \text{ miles}$
 $\pm 315 \text{ miles @ } \$0.65/\text{mile} =$ \$ 204.75

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SCOPE OF WORK PROPOSAL

10/2/23

Mr. Jonathan R. Vana, PE
Civiltech Engineering, Inc.
 Two Pierce Place, Suite 1400
 Itasca, Illinois 60143
JVana@civiltechinc.com

From: William Wyzgala, P.E.
**Midland Standard
 Engineering & Testing, Inc.**
 410 Nolen Drive
 South Elgin, Illinois 60177
 (847) 844-1895

Villa Avenue, from Wildwood Avenue to IL Route 64
 Villa Park, Illinois

For pavement resurfacing, perform a total of fifteen (15) pavement cores through all pavement layers, with a shallow depth dynamic cone penetrometer to test subgrade soil strength in-place and obtain samples for moisture content testing. Patch core holes with bituminous cold patch. Measure all pavement section layers. Provide traffic control during the field sampling. Provide engineering report including pavement core logs/measurements, subgrade soil conditions, and provide recommendations for pavement resurface and full depth patching.

SERVICES	UNIT PRICE	EST QTY	BUDGET EXTENSION
Field			
Mobilization of Coring Rig, Equipment & Crew, LS	\$175.00	2	\$350.00
Pavement Core w/ Hand Augering of Granular Base w/ Dynamic Cone Penetrometer Test on Subgrade, each	\$245.00	15	\$3,675.00
Traffic Control, Arrow Board, Signs, Flagman, per day	\$960.00	2	\$1,920.00
Second Flagman, Engineering Technician, per hour	\$100.00	8	\$800.00
Laboratory			
Moisture Content Test, each	\$6.00	15	\$90.00
Core Measurements & Log, Core Photo, ea.	\$25.00	15	\$375.00
Engineering Services			
Engineering Services required for data review preparation of core logs, and summary letter report with recommendations for pavement rehabilitation and resurfacing, and subgrade conditions by a professional engineer.			
Principal Engineer, per hour	\$160.00	1	\$160.00
Geotechnical Engineer, per hour	\$150.00	8	\$1,200.00
Staff Engineer, per hour	\$110.00	4	\$440.00

PROJECT TOTAL
\$9,010.00

Accepted: _____ Date: _____



A Subsidiary of GZA



October 5, 2023

via email: jvana@civiltechinc.com

Mr. Jonathan R. Vana, P.E.
Director of Design Services
Civiltech Engineering, Inc.
Two Pierce Place, Suite 1400
Itasca, IL 60143

**Re: Phase 2 Special Waste Services (PSI and CCDD) Services
Villa Avenue Improvements – Wildwood Avenue to IL Route 64 (North Avenue)
Villa Park, DuPage County, Illinois
Proposal No.: 81.P013106.24**

Dear Mr. Vana:

Huff & Huff, Inc., a subsidiary of GZA GeoEnvironmental, Inc. (H&H) is pleased to submit this proposal to Civiltech Engineering, Inc. (Client) to complete environmental services, including completion of a Preliminary Site investigation (PSI) and LPC-Form documentation for consideration of final disposition of project spoils at a clean construction or demolition debris (CCDD) or uncontaminated soil fill operation (USFO) facility.

Services are in support of the Village of Villa Park (Village) proposed improvements along Villa Avenue. This proposal presents our: Project Understanding; Scope of Services; Project Costs; Project Schedule; and Terms and Conditions for Professional Services.

1. PROJECT UNDERSTANDING

We understand the improvements along Villa Avenue extend from Illinois Route 64 (IL 64; North Avenue) to Wildwood Avenue (approximately 1.25 miles / 6,500 feet in length) are proposed to include roadway rehabilitation and construction of a shared-use path.

The Village will utilize Surface Transportation Project (STP) funding for resurfacing improvements, and it should be noted that IL 64 is under IDOT jurisdiction; therefore, we anticipate that studies along IL 64 will be completed by IDOT. In addition, we understand the current target for letting is September 2025.

The scope provided herein is based on the findings of the Preliminary Environmental Site Assessment (PESA) completed by H&H June 12, 2023. The PSI is intended to address the findings of the PESA in conjunction with the proposed project plans and also in consideration of CCDD industry trends.

A total of twelve (12) sites were identified as having recognized environmental conditions (RECs) / potentially impacted properties (PIPs) as documented in the summary table presented below.

915 Harger Road
Suite 330
Oak Brook, IL 60523
T: 630.684.9100
F: 630.684.9120
www.huffnhuff.com
www.gza.com

PESA Summary Table of RECs/PIPs

Site ID	Site Name	Address
4	S. Schroeder Trucking (Former RB Construction/V3 Construction)	600 N Villa Avenue, Villa Park
5	DuPage Materials Co.	1 North 550 IL Rt 83, Elmhurst
6	Canadian National Railroad	Traveling NW-SE through Villa Avenue, North of Plymouth Street, Villa Park
7	First Student, Inc.	425 N Villa Avenue, Villa Park
8	Bucio's Auto Repair	413-423 N Villa Avenue, Villa Park
9	Union Pacific Railroad	Traveling NE-SW through Villa Avenue, Villa Park
10	McDonalds	350 E St Charles Road, Villa Park
11	GTO Automotive (Former Charles Texaco Villa Automotive)	749 St Charles Road, Elmhurst
13	Shell Gas Station (Former Equiva Services LLC/Angady 74, Inc. d/b/a Shell)	401 E St Charles Road, Villa Park
A	BP Gas Station (Former Amoco Oil Co/ACA Management)	350 E North Avenue, Villa Park
E	Cherokee Rose Embroidery (Former Villa Park Body Shop Inc)	100 S Villa Avenue, Villa Park
F	Vacant Lot (Former AK Mulch & Firewood/Villa Park Material Co/Ruggard, Preston)	110 S Villa Avenue, Villa Park

2. SCOPE OF SERVICES

Task 1 – Preliminary Site Investigation (PSI) and CCDD

We have developed the scope of the PSI assessment based on our current understanding of the project corridor, the findings of the PESA, and our current understanding of the IDOT BLR processes in preparation for the Phase 3 construction contract to arrive at a conservative estimate. The final number and location of proposed soil borings and laboratory sampling protocol will be adjusted, as necessary, based on field conditions and presence of utilities that may preclude from completing borings in certain locations in a safe manner.

A. Soil Borings and Soil Sampling

It is anticipated that up to two (2) days of field effort will be required with up to sixteen (16) borings completed with the aid of GeoProbe drilling and traffic control subcontractors. The borings are located along the corridor in areas of potentially impacted properties (PIPs) currently identified from the PESA findings and to provide full corridor coverage for CCDD assessment.

The borings will be advanced and soil samples collected for laboratory analysis to address the PIPs/RECs that were identified in the PESA and also non-REC areas for soil handling and disposal considerations, specifically at locations identified for proposed excavation. Currently, it is estimated that borings will be advanced to depths of approximately 5 to 10 feet deep.



B. Analytical

A total of up to sixteen (16) soil boring locations are proposed and we anticipate collecting one (1) sample for laboratory analysis from each boring. A total of up to sixteen (16) of the soil samples will be analyzed for the contaminants of concern (COCs) per IDOT protocol, which include:

- 22 Total metals (Target Analyte List (TAL) minus Aluminum)
- SPLP/TCLP Metals (8 RCRA and Be, Co, Cu, Fe, Mn, Ni, and Zn)
- Volatile organic compounds (VOCs)
- Semi-volatile organic compounds (SVOCs)
- Soil pH

C. PSI Report Preparation

A report summarizing the results of the soil and sediment sample collection activities and analytical results will be prepared. This document will present information pertinent for the bidding documents regarding conditions of soils tested, handling and final disposition considerations, specifically including soil classifications per IDOT 669.05.

D. CCDD (LPC-Form) Documentation

The soil sample results will be compared to the Maximum Allowable Concentrations (MACs) associated with CCDD facility acceptance, including the soil pH range of 6.25 to 9.0. If results achieve the MAC values, H&H will prepare the LPC-663 document that will be signed/stamped by the H&H. Any locations that do not achieve the MACs (including soil pH range) will be identified as exclusion zones, not acceptable for CCDD facility disposal. The LPC-663 document will be an attachment to the PSI Report and as a stand-alone document will include a summary memo, the signed/stamped LPC-663 Form, a project narrative summarizing the findings of the due diligence, soil sampling, and analytical results compared to MAC values and associated attachments including database and FOIA information, laboratory report(s), tabulated results, and project figures.

Task 2 – Quality Assurance/Quality Control (QA/QC) and Project Administration

Time under this task includes QA/QC time for the reports and submittal materials as described above. Time under this task also includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, report production, and other in-house management activities. This task includes preparing a Health and Safety Plan as appropriate for the project and tasks therein.

3. PROJECT COSTS

The estimated hours and project costs are tabulated in the attached tables in IDOT BLR CPFF format. Should additional services outside of the identified scope be required, we will collaborate with Client to identify an appropriate scope and fee as a change order based on unit costs included in the attached schedule of fees.

4. PROJECT SCHEDULE

H&H anticipates commencing with the identified scope within 5 business days of the notice to proceed. We anticipate the PSI report including CCDD documentation, this will require up to twelve (12) weeks to complete. Schedules for each task will be coordinated with Client throughout the duration of the project. This schedule can be expedited to meet the needs of the Client and the project owner, as necessary.



5. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,

Huff & Huff, Inc.

Jeremy J. Reynolds, P.G.
Associate Principal

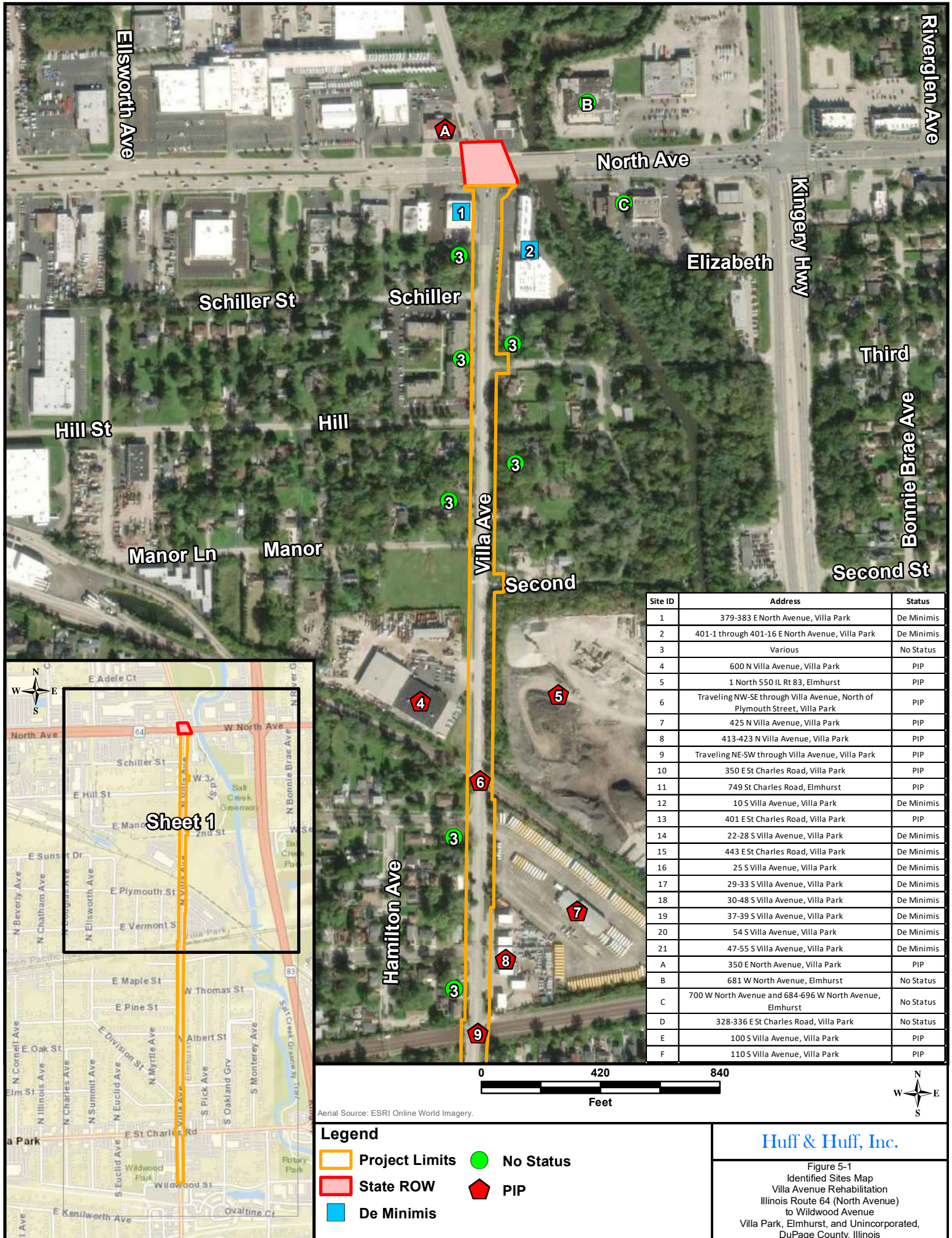
Attachments: Terms and Conditions

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of _____.

By: _____ Title: _____

Printed/Typed Name: _____ Date: _____

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.



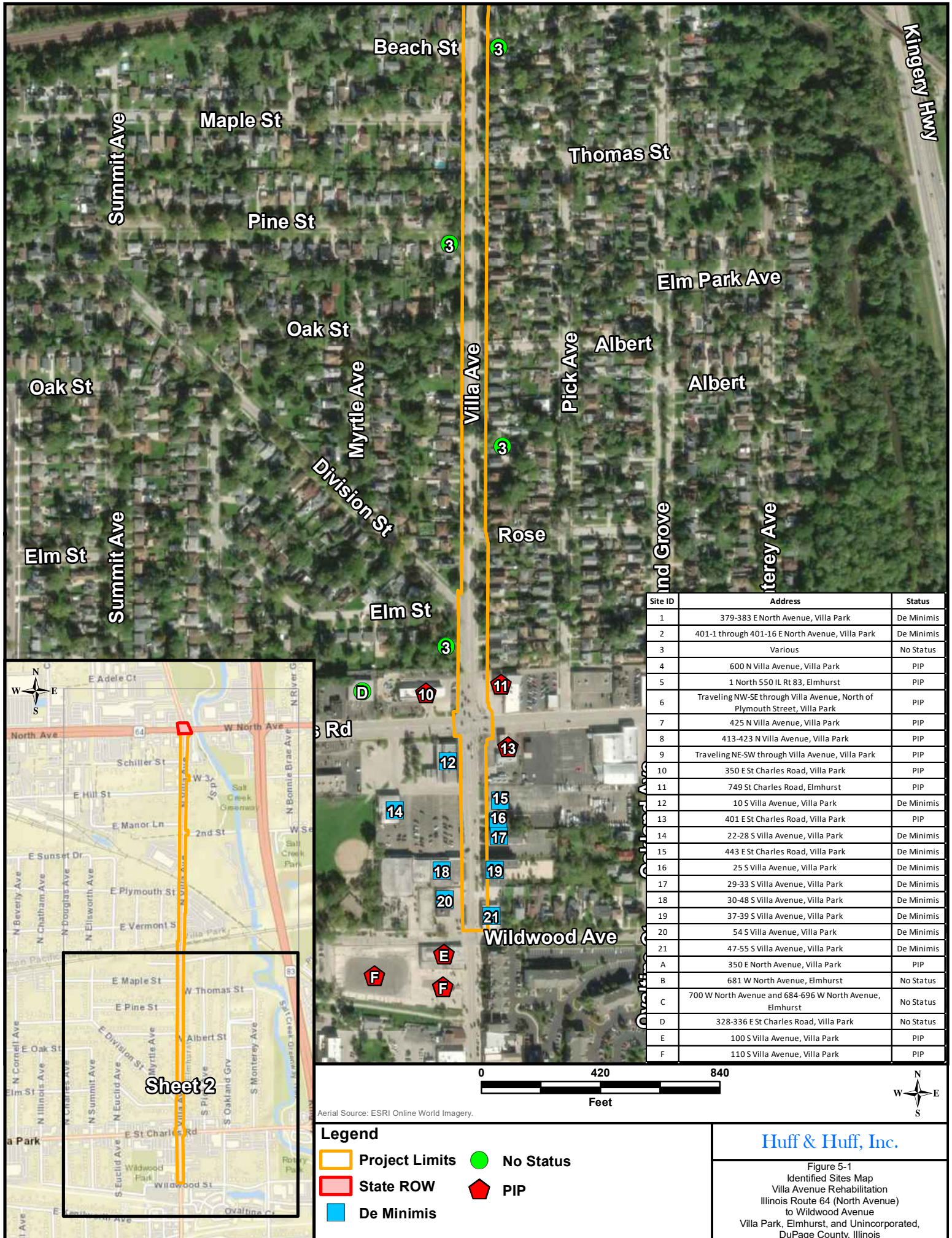
Site ID	Address	Status
1	379-383 E North Avenue, Villa Park	De Minimis
2	401-1 through 401-16 E North Avenue, Villa Park	De Minimis
3	Various	No Status
4	600 N Villa Avenue, Villa Park	PIP
5	1 North 550 IL Rt 83, Elmhurst	PIP
6	Traveling NW-SE through Villa Avenue, North of Plymouth Street, Villa Park	PIP
7	425 N Villa Avenue, Villa Park	PIP
8	413-423 N Villa Avenue, Villa Park	PIP
9	Traveling NE-SW through Villa Avenue, Villa Park	PIP
10	350 E St Charles Road, Villa Park	PIP
11	749 St Charles Road, Elmhurst	PIP
12	10 S Villa Avenue, Villa Park	De Minimis
13	401 E St Charles Road, Villa Park	PIP
14	22-28 S Villa Avenue, Villa Park	De Minimis
15	443 E St Charles Road, Villa Park	De Minimis
16	25 S Villa Avenue, Villa Park	De Minimis
17	29-33 S Villa Avenue, Villa Park	De Minimis
18	30-48 S Villa Avenue, Villa Park	De Minimis
19	37-39 S Villa Avenue, Villa Park	De Minimis
20	54 S Villa Avenue, Villa Park	De Minimis
21	47-55 S Villa Avenue, Villa Park	De Minimis
A	350 E North Avenue, Villa Park	PIP
B	681 W North Avenue, Elmhurst	No Status
C	700 W North Avenue and 684-696 W North Avenue, Elmhurst	No Status
D	328-336 E St Charles Road, Villa Park	No Status
E	100 S Villa Avenue, Villa Park	PIP
F	110 S Villa Avenue, Villa Park	PIP

Legend

- Project Limits
- State ROW
- De Minimis
- No Status
- PIP

Huff & Huff, Inc.

Figure 5-1
Identified Sites Map
Villa Avenue Rehabilitation
Illinois Route 64 (North Avenue)
to Wildwood Avenue
Villa Park, Elmhurst, and Unincorporated,
DuPage County, Illinois



Site ID	Address	Status
1	379-383 E North Avenue, Villa Park	De Minimis
2	401-1 through 401-16 E North Avenue, Villa Park	De Minimis
3	Various	No Status
4	600 N Villa Avenue, Villa Park	PIP
5	1 North 550 IL Rt 83, Elmhurst	PIP
6	Traveling NW-SE through Villa Avenue, North of Plymouth Street, Villa Park	PIP
7	425 N Villa Avenue, Villa Park	PIP
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10	350 E St Charles Road, Villa Park	PIP
11	749 St Charles Road, Elmhurst	PIP
12	10 S Villa Avenue, Villa Park	De Minimis
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15	443 E St Charles Road, Villa Park	De Minimis
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17	29-33 S Villa Avenue, Villa Park	De Minimis
18	30-48 S Villa Avenue, Villa Park	De Minimis
19	37-39 S Villa Avenue, Villa Park	De Minimis
20	54 S Villa Avenue, Villa Park	De Minimis
21	47-55 S Villa Avenue, Villa Park	De Minimis
A	350 E North Avenue, Villa Park	PIP
B	681 W North Avenue, Elmhurst	No Status
C	700 W North Avenue and 684-696 W North Avenue, Elmhurst	No Status
D	328-336 E St Charles Road, Villa Park	No Status
E	100 S Villa Avenue, Villa Park	PIP
F	110 S Villa Avenue, Villa Park	PIP

Legend

- Project Limits
- State ROW
- De Minimis
- No Status
- PIP

Huff & Huff, Inc.

Figure 5-1
Identified Sites Map
Villa Avenue Rehabilitation
Illinois Route 64 (North Avenue)
to Wildwood Avenue
Villa Park, Elmhurst, and Unincorporated,
DuPage County, Illinois



October 5, 2023
81.002106.24 PSI and CCDD Documentation
Civiltech Engineering – Villa Avenue (Wildwood Avenue to IL 64/North Avenue)
Villa Park, DuPage County, IL
ATTACHMENTS

ATTACHMENT A
TERMS AND CONDITIONS



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2023 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

Client ("You"): Civiltech Engineering, Inc.

Proposal No: 81.P013106.24

Site: Villa Avenue - PSI / CCDD

These Terms and Conditions, together with Huff & Huff, Inc.'s (H&H's) Proposal, make up the Agreement between H&H and you, Client, named above.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND H&H.

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you (the "Services"). Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care; Warranties.**
 - a. H&H will perform professional Services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
 - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**
 - d. H&H assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
3. **Payment.**
 - a. Except as otherwise stated in the Proposal, you will compensate H&H for the Services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
 - b. Any retainer specified in H&H's Proposal shall be due prior to the start of Services and will be applied to the final invoice for Services.
 - c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate the Services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all Services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees (including costs for time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction).
4. **Your Responsibilities.**
 - a. Except as otherwise agreed in writing, you will secure the access agreements, approvals, permits, licenses and consents necessary for performance of the Services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site (including, if applicable, asbestos containing materials ("ACM")) and other information that may be pertinent to the Services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
 - b. If you use the services of a contractor or construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to defend, indemnify and hold harmless, to the fullest extent permitted by law, you and H&H and its officers, directors, members, partners, agents, employees, and subconsultants (the "H&H Indemnitees"), for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
 - (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors, and to ensure that such policies are primary and noncontributory with regard to the above indemnity obligations; and
 - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
 - c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly (but in any event prior to the commencement of the Services) notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
5. **Right of Entry; Site Restoration.** You grant H&H and its subcontractor(s) permission to enter the Site to perform the Services. If you do not own the Site, you represent and warrant that the owner has granted permission for H&H to enter the Site and perform the Services; you will provide reasonable verification on request; and you will indemnify the H&H Indemnitees for any claims by the Site owner related to alleged trespass by H&H or its subcontractors. Although H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site, you acknowledge that some damage may occur even with the exercise of due care and you agree to compensate H&H for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
6. **Underground Facilities.** H&H's only responsibility under this Agreement will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless H&H with respect to personal injury and property damages due to H&H's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
 - (i) that are not correctly shown on any plans and information you or governmental authorities provide to H&H; or
 - (ii) that are not correctly marked by the appropriate utility.



- 7. Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the Services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H. YOU SHALL INDEMNIFY AND HOLD HARMLESS THE H&H INDEMNITEES FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY H&H AND SUCH LIMITED LICENSE TO YOU SHALL NOT CREATE ANY RIGHTS IN THIRD PARTIES.**
- 8. Lab Tests and Samples.** H&H is entitled to rely on the results of laboratory tests using generally accepted methodologies. H&H may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate H&H for storage and/or shipping beyond 30 days.
- 9. H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, Certified Hazardous Materials Managers,, or Certified Industrial Hygienists collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the Services of H&H or other contractor/consultant(s), which audit may require additional Services, even though H&H and such H&H Professionals have each performed such Services in accordance with the standard of care set forth herein. You agree to compensate H&H for all Services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
- 10. Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials, including, if applicable, ACMs (the "Wastes") are removed from the Site, you will sign manifests naming you as the generator of the Wastes (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any Wastes are taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any Wastes at or removed from the Site. H&H will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any Wastes at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold the H&H Indemnitees harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of any Wastes.
- 11. Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities nor the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 12. Changed Conditions.**
- You recognize the uncertainties related to the Services (including, without limitation, environmental and geotechnical Services), which often require a phased or exploratory approach, with the need for additional Services becoming apparent during the initial Services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
 - If changed or unanticipated conditions or delays make additional Services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of Services, compensation and schedule.
 - If no agreement can be reached, H&H will be entitled to terminate the Services and to be equitably compensated for the Services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.
- 13. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 14. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.
- 15. Confidentiality; Subpoenas.** Information about this Agreement and H&H's Services and information you provide to H&H regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform the Services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws, regulations, court orders and professional obligations. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the Services, at the rates set forth in the applicable Proposal, amendment or change order.



16. Insurance. During performance of the Services, H&H will maintain workers' compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. H&H will furnish you certificates of such insurance on request.

17. Indemnification. You agree to hold harmless, indemnify, and defend the H&H Indemnitees against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the Services, except to the extent they are caused by H&H's negligence or willful misconduct.

18. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the Services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless written notice of such claim is received by H&H within one year of substantial completion of the Services.
- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. H&H will not be liable to you or the Site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent. To the extent damages are covered by property insurance or any other insurance, both you and H&H waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement. The you or H&H, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

19. Disputes.

- a. All disputes between you and H&H shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice. However, where non-payment of an invoice has occurred and H&H sends you a final demand letter for payment, your failure to respond within ten (10) days of receipt (or, for certified mail, the date of the first attempt to deliver the letter to your address of record if you ultimately do not accept receipt of the letter) of such letter will be deemed to be a waiver of your right to enforce this mediation clause and H&H may immediately file suit to enforce the terms of this Agreement.

20. Miscellaneous.

- a. This Agreement and all claims relating thereto shall be governed by the substantive and procedural laws of the State of Illinois, as they presently exist or may hereafter be amended, without regard to principles of conflict of laws.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the Services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties. No modification of these Terms and Conditions will be binding against H&H unless specifically approved in writing by a Principal of H&H.
- d. Having received these Terms and Conditions, your oral authorization to commence Services, your acceptance of performance of the Services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you, even if signed by an authorized representative of H&H.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment, reimbursement, insurance proceeds or grant funds from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.
- k. Any reports generated by H&H will be subject to H&H's standard report limitations for that particular type of report.

21. Asbestos Abatement Services (If Applicable). If the Services include asbestos abatement services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.

- a. You acknowledge that conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of those conditions, despite due professional care. H&H therefore cannot guaranty specific results such as the identification or removal of all asbestos or other contamination.



- 22. Microbial Services (If Applicable).** If the Services include microbial services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.
- a. You recognize that meeting the standard of care does not establish an assurance that corrective procedures will be permanent. Because Microbial infestations are created by near-omnipresent living microscopic spores, grows very quickly and are influenced by nanoclimatological conditions that are very difficult to detect and sources of water intrusion, elevated moisture or relative humidity over which H&H has neither control or responsibility, H&H cannot and does not claim that its Services will eliminate the risk of a Microbial infestation recurring.
 - b. You acknowledge that the Services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due care. H&H therefore cannot guaranty specific results such as the identification of all contamination or other environmental conditions or problems nor their resolution.
 - c. You acknowledge that Microbial infestations may be hidden from view and concealed in locations that are difficult to discover. Accordingly, you agree that despite H&H's efforts, some Microbial locations may remain undetected. In such situations, you agree that you will have no claim against H&H provided H&H followed all applicable laws and regulations pertaining to the Work.
 - d. For purposes of this Agreement, Microbial is defined as any and all fungal and/or bacterial growth including but not limited to mold, mildew, yeast, fungus, fungi, bacteria, spores, odors, particulates, vapors, gas, or other emissions produced by or arising out of or toxins emanating therefrom.
 - e. You further agree that where H&H shall performs Services intended to minimize the risk of Microbial infestations, H&H shall not be liable for damages resulting from Microbial contamination including but not limited to fungal or bacterial infestations and water damage or dry or wet rot and you agree to waive any Microbial infestation claim(s) against H&H, and you agree to indemnify, defend and hold the H&H Indemnitees harmless from any claim alleging that H&H's Services caused or aggravated a Microbial infestation or did not prevent a Microbial infestation from re-occurring.



October 5, 2023
81.002106.24 PSI and CCDD Documentation
Civiltech Engineering – Villa Avenue (Wildwood Avenue to IL 64/North Avenue)
Villa Park, DuPage County, IL
ATTACHMENTS

ATTACHMENT B

IDOT BLRS 05514 CPFF CECS WORKSHEETS

**Local Public Agency**

Village of Villa Park

County

DuPage

Section Number**Prime Consultant (Firm) Name**

Civiltech Engineering, Inc.

Prepared By

JJR

Date

10/5/2023

Consultant / Subconsultant Name

Huff & Huff, Inc., a subsidiary of GZA, Inc.

Job Number

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks**PAYROLL ESCALATION TABLE**

CONTRACT TERM **18** MONTHS
START DATE **11/1/2023**
RAISE DATE **3/1/2024**
END DATE **4/30/2025**

OVERHEAD RATE **190.00%**
COMPLEXITY FACTOR **0**
% OF RAISE **2.00%**

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	11/1/2023	3/1/2024	4	22.22%
1	3/2/2024	3/1/2025	12	68.00%
2	3/2/2025	5/1/2025	2	11.56%

The total escalation = 1.78%

Local Public Agency**County****Section Number**

Village of Villa Park

DuPage

Consultant / Subconsultant Name**Job Number**

Huff & Huff, Inc., a subsidiary of GZA, Inc.

PAYROLL RATES**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE**

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.78%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$84.29	\$85.79
Associate Principal III	\$79.45	\$80.87
Associate Principal II	\$72.15	\$73.44
Associate Principal I	\$68.96	\$70.19
Senior Consultant II	\$78.93	\$80.34
Senior Consultant I	\$43.23	\$44.00
Senior Project Manager III	\$68.98	\$70.21
Senior Project Manager II	\$57.21	\$58.23
Senior Project Manager I	\$53.79	\$54.75
Senior Landscape Architect	\$59.54	\$60.60
Senior Planning PM	\$56.62	\$57.63
Senior Technical Specialist I	\$55.05	\$56.03
Senior Scientist PM II	\$57.08	\$58.10
Senior Technical Scientist	\$54.50	\$55.47
Scientist PM II	\$49.25	\$50.13
Scientist PM I	\$43.14	\$43.91
Assistant PM Scientist	\$38.22	\$38.90
Environmental Engineer PM II	\$49.99	\$50.88
Environmental Engineer PM I	\$46.24	\$47.06
Assistant PM Engineer I	\$42.77	\$43.53
Engineer II	\$30.87	\$31.42
Engineer I	\$33.43	\$34.03
Scientist SII	\$28.92	\$29.44
Scientist SI	\$32.79	\$33.37
Technical Graphics Technician	\$25.96	\$26.42
Administrative Manager	\$48.89	\$49.76
Senior Administrative Assistant	\$34.50	\$35.11

Local Public Agency

Village of Villa Park

County

DuPage

Section Number**Consultant / Subconsultant Name**

Huff & Huff, Inc., a subsidiary of GZA, Inc.

Job Number**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	50	\$0.66	\$32.75
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/MyIars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/MyIars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	2	\$2,500.00	\$5,000.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	16	\$740.00	\$11,840.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)	2	\$100.00	\$200.00
Driller (Day)	Actual Cost	2	\$2,750.00	\$5,500.00
Field Kit - Expendible Materials	Daily Rate	2	\$30.00	\$60.00
GPS	Daily Rate	1	\$100.00	\$100.00
				\$0.00
TOTAL DIRECT COSTS:				\$22,732.75

Local Public Agency

Village of Villa Park

County

DuPage

Section Number**Consultant / Subconsultant Name**

Huff & Huff, Inc., a subsidiary of GZA, Inc.

Job Number**COST ESTIMATE WORKSHEET****EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET****OVERHEAD RATE** 190.00%**COMPLEXITY FACTOR** 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Task 1: PSI / CCDD	22,733	64	2,241	4,257	739	0	7,237	22.43%
Task 2: QAQC / Project Administration	0	11	709	1,347	234	0	2,290	7.10%
Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$22,732.75						\$22,732.75	70.47%
TOTALS		75	2,950	5,604	973	-	32,260	100.00%

8,554

Local Public Agency

Village of Villa Park

County

DuPage

Section Number

Consultant / Subconsultant Name

Huff & Huff, Inc., a subsidiary of GZA, Inc.

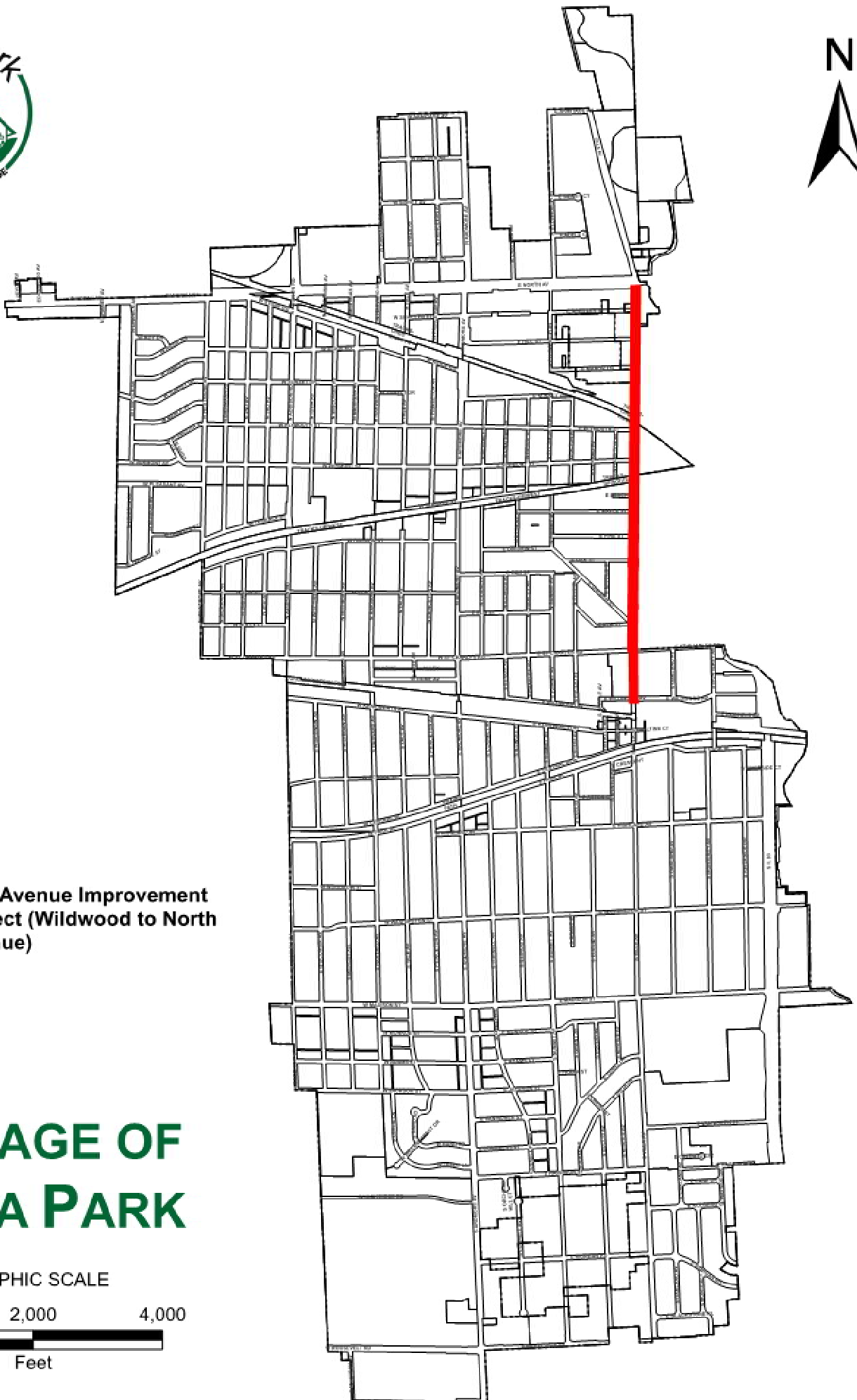
Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

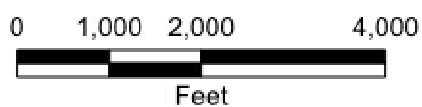
PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task 1: PSI / CCDD			Task 2: QAQC / Project Administration											
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	85.79	0.0																	
Associate Principal III	80.87	0.0																	
Associate Principal II	73.44	3.0	4.00%	2.94				3	27.27%	20.03									
Associate Principal I	70.19	5.0	6.67%	4.68				5	45.45%	31.90									
Senior Consultant II	80.34	0.0																	
Senior Consultant I	44.00	0.0																	
Senior Project Manager III	70.21	0.0																	
Senior Project Manager II	58.23	0.0																	
Senior Project Manager I	54.75	1.0	1.33%	0.73				1	9.09%	4.98									
Senior Landscape Architect	60.60	0.0																	
Senior Planning PM	57.63	0.0																	
Senior Technical Specialist I	56.03	0.0																	
Senior Scientist PM II	58.10	0.0																	
Senior Technical Scientist	55.47	0.0																	
Scientist PM II	50.13	0.0																	
Scientist PM I	43.91	6.0	8.00%	3.51	5	7.81%	3.43	1	9.09%	3.99									
Assistant PM Scientist	38.90	6.0	8.00%	3.11	5	7.81%	3.04	1	9.09%	3.54									
Environmental Engineer PM II	50.88	0.0																	
Environmental Engineer PM I	47.06	0.0																	
Assistant PM Engineer I	43.53	5.0	6.67%	2.90	5	7.81%	3.40												
Engineer II	31.42	0.0																	
Engineer I	34.03	21.0	28.00%	9.53	21	32.81%	11.16												
Scientist SII	29.44	0.0																	
Scientist SI	33.37	21.0	28.00%	9.34	21	32.81%	10.95												
Technical Graphics Technician	26.42	6.0	8.00%	2.11	6	9.38%	2.48												
Administrative Manager	49.76	0.0																	
Senior Administrative Assistant	35.11	1.0	1.33%	0.47	1	1.56%	0.55												
TOTALS		75.0	100%	\$39.33	64.0	100.00%	\$35.01	11.0	100%	\$64.44	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



**Villa Avenue Improvement
Project (Wildwood to North
Avenue)**

VILLAGE OF VILLA PARK

GRAPHIC SCALE



VILLAGE OF VILLA PARK CAPITAL IMPROVEMENT PLAN 2022 THROUGH 2026		Fund(s) / Department(s): Street Improvement Fund STP Grant
Project Name: Villa Avenue Improvement Project (Wildwood to North Avenue)		
Objective: To improve the condition of the roadway by means of selected pavement rehabilitation methods.		
Description: This project consists of the rehabilitation of North Villa Avenue from St. Charles Road to North Avenue by means of selected pavement rehabilitation methods. The village has been awarded STP grant funding for this project in FY 2025.		
Justification: The Village's pavement management program has determined that the condition of the street has deteriorated to the point that pavement rehabilitation is needed.		

Funding Source	Total Cost	Previous Years	2022 through 2026	Future Years
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Engineering / Professional Services				
Street Improvement Fund	1,679,000	-	1,679,000	-
STP Grant	508,000	-	508,000	-
Engineering Subtotals	2,187,000	-	2,187,000	-

Construction / Building				
Street Improvement Fund	1,460,000	-	1,460,000	-
STP Grant	3,390,000	-	3,390,000	-
Construction Subtotals	4,850,000	-	4,850,000	-

Funding Sources Subtotals				
Street Improvement Fund	3,139,000	-	3,139,000	-
STP Grant	3,898,000	-	3,898,000	-
PROJECT TOTALS	7,037,000	-	7,037,000	-



MEMORANDUM

TO: Village Board of Trustees
FROM: Chuck Howard, Finance Director
DATE: November 13, 2023
SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois Estimating the Tax Levy for 2023 in Compliance with the Truth in Taxation Law

RECOMMENDED ACTION:

The tax levy process begins with the estimating resolution and the final levy ordinance will be considered for adoption in December. The Village is tax capped, so the majority of the levy can increase by the lesser of the Consumer Price Index or 5%. This resolution estimates an overall increase to the Village and Library tax levies of 5% after all abatements. The final levy amounts may be lowered by DuPage County in accordance with tax cap laws. The proposed resolution would cause a slight decrease in the overall Village and Library tax **rate** for the coming year. Staff recommends approval of the Resolution.

BACKGROUND:

As a non-home rule government in DuPage County, we are subject to property tax caps. Tax caps allow for our total tax levy, with a few minor exceptions, to increase by the CPI (5% this year) plus new property development and annexations.

DISCUSSION:

Our total EAV for the current tax year is \$735,465,920 while the EAV including new property and annexations is \$736,392,700.

Our Levy for 2022 extended at the current EAV would be \$11,474,848 (before Debt service abatements).

Our Levy for 2023 extended at this EAV is \$12,025,341 (before Debt service abatements), therefore the percentage increase year over year is 5.0% for a dollar amount of \$550,493 and after the consideration of estimated Debt service abatements of \$1,015,677, results in a year over year increase of 5%.

RESOLUTION NO. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
ESTIMATING THE TAX LEVY FOR 2023
IN COMPLIANCE WITH THE TRUTH IN TAXATION LAW**

WHEREAS, the Truth in Taxation Law (35 ILCS 200/18-55 *et seq.*) requires that the Village President and Board of Trustees determine its probable aggregate levy which is the annual corporate levy not including debt service levies, estimated to be necessary to be raised by taxation for 2023 to be collected in calendar year 2024; and,

WHEREAS, should the estimated 2023 probable aggregate levy for the Village be more than 105% of the property taxes extended plus abatements for 2022, not including debt service levies, the Village President and Board of Trustees shall give public notice and hold a public hearing on its intent to adopt the 2023 levy; and,

WHEREAS, the amount of the property taxes extended, inclusive of debt service levies extended on behalf of the Village of Villa Park, including the Villa Park Public Library, before abatements for 2022 was \$11,474,848; and,

WHEREAS, the amount of the total aggregate levy inclusive of debt service levies for 2023, before abatements, is \$12,025,341; and,

WHEREAS, the amount of the probable aggregate levy inclusive of debt service levies for 2022, after anticipated abatements, is \$10,483,498 and,

WHEREAS, the amount of the probable aggregate levy inclusive of debt service levies for 2023, after anticipated abatements, is \$11,009,664; and,

WHEREAS, the percentage of the current year's probable aggregate levy over the property taxes extended for the preceding year is 5.0%.

Resolution No. _____

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, that a determination is hereby made that the 2023 aggregate levy does not exceed the estimated 2022 extension by more than 5.0%.

BE IT FURTHER RESOLVED this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS _____ day of _____, 2023.

AYES:

NAYS:

ABSENT:

APPROVED THIS _____ day of _____, 2023.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK



MEMORANDUM

TO: Village Board of Trustees
FROM: Matthew Harline, Village Manager
DATE: November 13, 2023
SUBJECT: Resolution Authorizing a Contract for Customer Services Management Software with GOGov

RECOMMENDED ACTION:

The Village investigated several citizen request management (CRM) software options and chose GoGov as the best overall value. Since this is a professional service, formal bidding requirements do not apply. Village staff is recommending approval of the resolution directing the Village Manager to enter into an agreement with GoGov, Inc. for a subscription for the first year and ArcGIS integration, in the amount of \$11,560.

BACKGROUND:

Customer Request Management software assists local governments by creating a workflow tracking system that automatically contacts the proper department, division and employees that are tasked with the response. The GoGov system, as well as most systems, can be set to automatically notify staff that a problem has not yet been resolved. These data can also be used to track response time and improve performance.

Staff got quotes and demonstrations from See-Click-Fix (owned by Civic Plus), and Acess311. GoGov had the best integration with existing or potential software packages and was the lowest priced option investigated.

DISCUSSION:

The GoGov software will initially be utilized by receptionist staff who will help devise an extensive list of standard requests for a drop down list of service requests. The system will automatically route and track the progress of the response to the service request. Once we are familiar with the system, and can comfortably predict a response time, we will open the system up to the public and cut out the requirement to call the village. This way, citizens can file complaints/service requests at any hour of the day, and potentially track the progress of the response. This should free up staff and improve customer service. We hope to be ready for citizen requests within a year.

Resolution No. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK AUTHORIZING THE EXECUTION OF
AN AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK AND GOGOV, INC.,
FOR SUBSCRIPTIONS AND SERVICES RELATED TO CITIZEN REQUEST
MANAGEMENT AND INTEGRATION TO THE VILLAGE'S ESRI GIS SYSTEM**

WHEREAS, the Village of Villa Park (the "Village") is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, a majority of the corporate authorities of the Village deem it advisable, necessary and in the public interest that the Village enter into an agreement with GOGov, Inc., for subscriptions and services related to Citizen Request Management and Integration to the Village's ESRI GIS System.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: The facts and statements contained in the preamble clauses to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: That agreement between the Village of Villa Park and GOGov, Inc., attached hereto as Exhibit A, be and the same is hereby approved, and the Village President is hereby authorized and directed to execute same on behalf of the Village of Villa Park, with such changes therein as may be approved by the Village President and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 4: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2023.

Village President

Attest: _____
Village Clerk

Resolution No. _____

EXHIBIT "A"

Agreement between the Village of Villa Park and GOGov, Inc.

Village of Villa Park, IL

Citizen Request Management (CRM), ArcGIS Integration

November 13, 2023

Prepared By:

Kevin Strauss, Director of Sales

(631) 861-5812

Kevin@GoGovApps.com

Prepared For:

Matthew Harline

Village Manager

mharline@invillapark.com

Subscriptions & Services

Description	Amount
GOREquest Citizen Request Management (CRM) - Unlimited Subscription	\$12,000 /year
ArcGIS Integration to the Village's ESRI GIS System	\$2,400 /year
Bundle Discount	-\$2,880 /year
Services: \$0 Annually: \$11,560	

Order Details

Primary Contact			
Contact Name:		Phone:	
Title:		Email:	

Billing Information			
Contact Name:		Phone:	
PO #: (Optional)		Email:	

Contract Term Information	
Initial Subscription Period:	12 months starting:

Terms & Conditions

The following terms are the latest version of the GOGov Master Terms & Conditions that is maintained and updated. No part of these terms may be modified other than the “Special Terms & Exceptions” section.

1. **IMPORTANT NOTICE TO USER:** GOGov, Inc. (dba “GOGov”) owns all intellectual property in the software products listed in the Products and Services section (collectively “Software” or “Subscription Services”) in the Order Form. Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. The following terms and conditions (this “Agreement”) will be effective as of the date of last signature of the Order Form (“Effective Date”) and will be governed by the laws in force in the State of New York.
2. **Software License.** The Software subscription services and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may use a copy of the Software on your compatible computer for the purpose of connecting to the hosted service provided by GOGov as long as you are a current subscriber and maintain your annual continued services for the applicable licenses. Except as expressly set forth herein, GOGov disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.
3. **Continued Services**
 - 3.1 **Hosting.** GOGov agrees to maintain Customer data in a secure datacenter and is committed to providing 99.5% uptime and availability. GOGov will perform nightly backups of your hosted data to an alternate physical location.
 - 3.2 **Ownership of Data.** All hosted data specific to Customer is owned by the Customer. Within thirty (30) calendar days following termination of this Agreement, the Customer can request and GOGov will provide a complete copy of Customer’s data without additional charge through a downloadable zip file provided the customer is current on payments.
4. **Payment Terms & Fees**
 - 4.1 **Subscription Term and Termination.** The initial Subscription Term of this Agreement begins on Effective Date (last signature) and will continue to the end of the Initial Subscription Period listed in the Order Form. At the end of the initial Subscription Term, Customer’s subscription and this Agreement may be renewed for additional twelve (12) month terms, upon written agreement of GOGov and the Customer. Quotes for budgeting purposes will be sent 6 months prior to subscription renewal. Invoices are sent approximately 60 days prior to subscription renewal. To cancel this agreement, Customer should submit written notice to GOGov at Billing@GOGovApps.com not less than sixty (60) calendar days prior to the end of the then-current Term. If the Customer fails to issue timely notice of termination GOGov may increase the price of service by up to 5% for the first two renewals. 
 - 4.2 **Payment Terms.** Initial payment is due at the beginning of the subscription term. Each subsequent annual billing will be due on the anniversary date of the initial term. Payment Terms are **NET 30 Days** from the invoice date.
 - 4.3 **Taxes & Obligations.** In exchange for its use of the Subscribed Services, Customer will pay to GOGov the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (“Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If GOGov has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless GOGov is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. GOGov is solely responsible for taxes assessable against it based on its income, property and employees.
 - 4.4 **Convenience Fees.** For GOGov products that manage credit card processing, GOGov will add a Convenience Fee of \$3.00 plus 3% per transaction to offset the costs of online processing.
5. **Limitation of Liability.** GOGov will, at all times during the Agreement, maintain appropriate insurance coverage, in no less than the minimum limits set forth below. In no event will GOGov’s cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed  the liability limits.

6. **Minimum Insurance Requirements.** During the course of performing services under this Agreement, GOGov agrees to maintain the following levels of insurance, as specified in a Certificate of Insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Professional Liability of at least \$1,000,000; (c) Workers Compensation complying with applicable statutory requirements; and (d) Excess/Umbrella Liability of at least \$2,000,000. In addition, GOGov shall be required to carry and, the Certificate of Insurance shall include the following insurance coverage:

Technology Errors and Omissions Liability Insurance to cover all third-party claim arising out of any act, error, omission, or breach of contract provision of your technology services, hereunder, including loss arising from destruction of data, in the amount of at least \$1,000,000 (US dollars) per occurrence.

Cyber Liability to cover all third party loss from hacking attack or virus emanating from or passed through your computer system or a cloud provider's system into Customer's systems in the amount of at least \$1,000,000 (US dollars) per occurrence.

Privacy Liability to cover all security breach and notification cost resulting in actual or suspected loss of PII, credit card, healthcare records or any other records considered confidential for the Customer's data located on service providers servers or on a cloud computing provider's system in the of at least \$1,000,000 (US dollars) per occurrence.

Certificate of Insurance. A Certificate of Insurance, pursuant to the provisions of this Agreement, shall be provided to Customer, naming Customer as an additional insured on all policies (with the exception of Workers Compensation) prior to commencement of this Agreement. All policies shall provide that the insurer waives any right of subrogation against the Customer or their officers, and/or directors and employees.

Cancellation or Alteration: The policies of insurance required by this agreement shall provide that they cannot be cancelled or altered in any way changing coverage except after 30 days' prior written notice by certified mail to Customer. GOGov shall inform Customer within thirty (30) days of any material alteration or change to the insurance policy.

Minimum Insurance Carrier: All insurance carriers must comply with the minimum AN Best rating of A-VI for all insurance carriers.

7. **Updating of Terms.** Upon each renewal of this Agreement, the latest Master Terms & Conditions that GOGov has published within the software ninety (90) days prior to the renewal date shall replace these terms. Any Special Terms & Exceptions listed in the original document shall carryover to the renewal terms. We reserve the right to change our Master Terms & Conditions at any time. If the changes are material, GOGov will advise the Customer by email or posting a notice on the site before changes go into effect. If the Customer does not agree to the new terms, Customer may contact Support@GOGovApps.com to have objections considered.

8. **Other Provisions**

- 8.1 *Other Public Agency Orders.* Other public agencies may utilize the terms and conditions established by this Agreement if agreeable to all parties. Customer does not accept any responsibility or involvement in the purchase orders or contracts issues by other public agencies.

- 8.2 *Alternate Terms Disclaimed.* The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

9. **Special Terms & Exceptions.** None.

10. **General Indemnification.** GOGov will indemnify and hold harmless Customer and Customer's agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by GOGov's negligence or willful misconduct. To the extent permitted by applicable law, Customer will indemnify and hold harmless GOGov and GOGov's agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (b) personal injury or property damage to the extent caused by Customer's negligence or willful misconduct.
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damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by Customer's negligence or willful misconduct.

11. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Illinois, without regard to its choice of law rules. GOGov and the Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of DuPage, State of Illinois, or in any court in the United States of America lying in the Northern District of Illinois.
12. **Contractor Certifications.** GOGov agrees to execute and comply with the Contractor Certifications attached hereto and marked as Exhibit A. It is agreed among the parties that the assurances contained in the Contractor Certifications are each a material representation of fact upon which reliance is placed by the Village of Villa Park in entering into this Agreement with GOGov.

This Order Form is entered into between Customer and GOGov. Customer accepts and agrees to adhere to the Terms and Conditions with this order form, will be referenced as the "Agreement." This Agreement between Customer and GOGov, which Customer hereby acknowledges and accepts, constitutes the entire agreement between GOGov and Customer governing the Services referenced above. Customer represents that its signatory below has the authority to bind Customer to the terms of this Agreement.

GOGov, Inc.

Village of Villa Park, IL

Sign: 
Name: Daryl Blowes
Title: CEO
Date: 11/13/2023

Sign:
Name:
Title:
Date:

Additional Customer Signatures (Optional)

Sign:
Name:
Title:
Date:

Sign:
Name:
Title:
Date:

CERTIFICATION OF CONTRACTOR

The assurances hereinafter made by GOGov, Inc., (hereinafter the “Contractor”) are each a material representation of fact upon which reliance is placed by the Village of Villa Park in entering into the contract with the Contractor. The Village of Villa Park may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, _____, hereby certify that I am the _____ of
(Name of Owner or Officer) (Title or Office)
_____, and as such, hereby represent and warrant to the
(Name of Contractor)
VILLAGE OF VILLA PARK, a municipal corporation, (hereinafter the “Village”) that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (a) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (b) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (c) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the Village, that:

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* (“Drug-Free Workplace Act”), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(A)(1)c from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (C) the Contractor is in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy;
- (D) the Contractor is in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, GOGov may be declared ineligible for future contracts with the Village, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- (E) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent

child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;

- (F) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 2-327 of the Municipal Code of the Village of Villa Park;
- (G) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-327 of the Municipal Code of the Village of Villa Park;
- (H) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;
- (I) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Village; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the Village; and furthermore, the Contractor shall review its records and promptly produce to the Village any additional records in the Contractor's possession which the Village requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the Village such records within three

(3) business days of a request for such records from the Village at no additional cost to the Village.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village in writing within seven (7) days.

Dated: _____, 2023

Contractor: _____

By: _____

_____, _____
(Name of Owner or Officer) (Title or Office)

STATE OF _____)
_____) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ known to me to be the _____
(Name of Owner or Officer) (Title or Office)
of _____, appeared before me this day in person and,
(Name of Contractor)
being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: _____, 2023



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: November 13, 2023

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 1 to the Contract with R.W. Dunteman Company of Addison, Illinois, for Construction of the Michigan and Vermont Improvement Project for a Net Deduction in the Amount of \$178,027.08.

RECOMMENDED ACTION:

The Village has a contract with R.W. Dunteman Company, of Addison, Illinois, in the amount of \$1,496,030.00 for the construction of the Michigan and Vermont Improvement Project. Proposed final Change Order Number 1 consists of the final balancing of contract quantities as measured in the field. The net amount of the proposed final Change Order Number 1 is a deduction in the amount of \$178,027.08, for an adjusted contract amount of \$1,318,002.92. Staff recommends approval of this change order.

BACKGROUND:

The Michigan and Vermont Improvement Project consists of roadway and water supply system improvements. The village had previously approved a contract for this project with R.W. Dunteman Company of Addison, Illinois, in the amount of \$1,496,030.00. The project has now been completed and all final quantities have been measured and agreed upon, resulting in a net deduction to the contract of \$178,027.08.

The village was awarded grant funding of up to \$600,000 for the construction of the project through the Community Development Block Grant (CDBG) with the remainder of the cost for the construction utilizing Street Improvement and Water Supply Funds.

DISCUSSION:

The Michigan and Vermont Improvement Project consists of roadway and water supply system improvements. The village had previously approved a contract for this project with R.W. Dunteman Company of Addison, Illinois, in the amount of \$1,496,030.00. The project has now been completed and all final quantities have been measured and agreed upon, resulting in a net deduction to the contract of \$178,027.08.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 1 to the Contract with R.W. Dunteman Company, of Addison, Illinois, for Construction of the Michigan and Vermont Improvement Project for a Net Deduction in the Amount of \$178,027.08.

WHEREAS, the Village of Villa Park (the "Village") is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village had approved a contract in the amount of \$1,496,030.00 with R.W. Dunteman Company, of Addison, Illinois, for a project commonly known as the Michigan and Vermont Improvement Project, which contract amount requires certain changes resulting in a net decrease from the original contract amount due to differences from estimated quantities to field measurements of pay items to complete the project resulting in the need for a change order for a deduction in an amount of One Hundred Seventy-Eight Thousand Twenty-Seven and 08/100 (\$178,027.08) dollars; and

WHEREAS, change orders must meet the required findings that circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or the change order is in the best interest of the Village as required by Section 33E-9 of the Illinois Criminal Code (720 ILCS 5/33 E-9); and

WHEREAS, it has been recommended to the Village Board that a change order is necessary and consists of the final balancing of contract quantities as measured in the field, as set forth in final Change Order Number 1 attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: The facts and statements contained in the preamble clauses to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: The Village hereby finds and declares that the final Change Order Number 1 to the Michigan and Vermont Improvement Project contract with R.W. Dunteman Company, with total additions of \$58,764.13 and total deductions of \$236,791.21 for a net deduction of \$178,027.08, attached hereto and made a part hereof, is required by circumstances not reasonably foreseeable at the time the contract was signed and is in the best interest of the Village.

Resolution No. _____

Section 3: The corporate authorities find that the Change Order does not authorize or necessitate an increase in the contract price that is fifty percent (50%) or more of the original contract price and that it does not authorize or necessitate an increase in the price of the subcontract under the contract that is fifty percent (50%) or more of the original subcontract price.

Section 4: The attached change order is hereby approved, and the Village Manager is authorized to execute the change order in substantially the form attached hereto.

Section 5: That the Village Manager is directed to cause a copy of this resolution to be placed and maintained in the permanent contract file for the Michigan and Vermont Project which shall be open to the public.

Section 6: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 13th day of November, 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this 13th day of November, 2023

Village President

Attest: _____
Village Clerk

Village of Villa Park						
Change Order Number				01 (Final)		
Project:		Michigan and Vermont Improvement Project				
Contractor:		R.W. Dunteman Company				
Date of Contract Time Start:		06/26/2023				
Awarded Contract Amount:		\$1,496,030.00				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
01	TREE TRUNK PROTECTION	EACH	22.00	19.00	\$ 100.00	\$ (300.00)
02	TREE ROOT PRUNING	EACH	12.00	19.00	\$ 105.00	\$ 735.00
03	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	900.00	819.50	\$ 50.50	\$ (4,065.25)
04	POROUS GRANULAR EMBANKMENT	CU YD	900.00	819.50	\$ 43.60	\$ (3,509.80)
05	TRENCH BACKFILL	CU YD	765.00	750.80	\$ 0.01	\$ (0.14)
06	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1,500.00	1,638.90	\$ 1.75	\$ 243.08
07	SUPPLEMENTAL WATERING	UNIT	88.00	-	\$ 0.01	\$ (0.88)
08	INLET FILTERS	EACH	5.00	4.00	\$ 185.00	\$ (185.00)
09	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	1,500.00	1,510.40	\$ 9.95	\$ 103.48
10	BITUMINOUS MATERIALS (TACK COAT)	POUND	355.00	242.40	\$ 4.05	\$ (456.03)
11	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	357.00	348.50	\$ 117.45	\$ (998.33)
12	HOT-MIX ASPHALT SURFACE COURSE IL-9.5 MIX D N50	TON	179.00	174.20	\$ 152.40	\$ (731.52)
13	PORTLAND CEMENT CONCRETE DRIVEWAY PVMT 6 IN	SQ YD	434.00	415.10	\$ 75.50	\$ (1,426.95)
14	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	5,330.00	7,571.90	\$ 9.30	\$ 20,849.67
15	DETECTABLE WARNINGS	SQ FT	150.00	200.00	\$ 35.55	\$ 1,777.50
16	PAVEMENT REMOVAL	SQ YD	1,550.00	1,552.00	\$ 24.30	\$ 48.60
17	DRIVEWAY PAVEMENT REMOVAL	SQ YD	380.00	368.40	\$ 21.50	\$ (249.40)
18	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,494.00	1,512.80	\$ 6.95	\$ 130.66
19	SIDEWALK REMOVAL	SQ FT	5,330.00	7,574.80	\$ 2.60	\$ 5,836.48
20	DUCTILE IRON WATER MAIN 6"	FOOT	58.00	43.50	\$ 150.00	\$ (2,175.00)
21	DUCTILE IRON WATER MAIN 8"	FOOT	1,115.00	1,108.40	\$ 205.00	\$ (1,353.00)
22	DUCTILE IRON WATER MAIN 10"	FOOT	110.00	114.00	\$ 215.00	\$ 860.00
23	WATER VALVES 8"	EACH	5.00	5.00	\$ 3,500.00	\$ -
24	WATER VALVES 10"	EACH	2.00	2.00	\$ 4,500.00	\$ -
25	ADJUSTING SANITARY SEWERS, 8 IN DIA OR LESS	FOOT	110.00	7.00	\$ 25.00	\$ (2,575.00)
26	FIRE HYDRANT WITH AUXILIARY VALVE & VLV BOX	EACH	6.00	6.00	\$ 10,000.00	\$ -
27	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 F&G	EACH	1.00	2.00	\$ 4,000.00	\$ 4,000.00
28	CATCH BASINS, TYPE C, TYPE 11 FRAME AND GRATE	EACH	1.00	2.00	\$ 3,000.00	\$ 3,000.00
29	VALVE VAULTS, TYPE A, 4'-DIAMETER, TY 1 F CL	EACH	5.00	5.00	\$ 3,500.00	\$ -
30	VALVE VAULTS, TYPE A, 5'-DIAMETER, TY 1 F CL	EACH	2.00	2.00	\$ 4,500.00	\$ -
31	COMBINATION CONCRETE C&G TYPE B-6.12	FOOT	1,494.00	1,511.90	\$ 32.35	\$ 579.07
32	NON-SPECIAL WASTE DISPOSAL	CU YD	25.00	-	\$ 126.60	\$ (3,165.00)
33	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	48.00	48.00	\$ 10.00	\$ -
34	EPOXY PAVEMENT MARKING - LINE 12"	FOOT	220.00	336.00	\$ 8.50	\$ 986.00
35	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	200.00	-	\$ 12.00	\$ (2,400.00)
36	VALVE VAULTS TO BE ABANDONED	EACH	1.00	1.00	\$ 500.00	\$ -
37	EXPLORATION TRENCH, SPECIAL	FOOT	50.00	36.00	\$ 10.00	\$ (140.00)
38	WATER MAIN LINE STOP 6"	EACH	2.00	-	\$ 3,250.00	\$ (6,500.00)
39	WATER MAIN LINE STOP 10"	EACH	1.00	-	\$ 3,850.00	\$ (3,850.00)
40	SANITARY MANHOLES TO BE ADJUSTED	EACH	2.00	2.00	\$ 1,040.00	\$ -
41	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1.00	1.00	\$ 71,857.27	\$ -

Village of Villa Park						
Change Order Number				01 (Final)		
Project:		Michigan and Vermont Improvement Project				
Contractor:		R.W. Dunteman Company				
Date of Contract Time Start:		06/26/2023				
Awarded Contract Amount:		\$1,496,030.00				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
42	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	35.00	25.10	\$ 104.70	\$ (1,036.53)
43	CONSTRUCTION LAYOUT	L SUM	1.00	1.00	\$ 29,000.00	\$ -
44	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	2.00	1.00	\$ 890.00	\$ (890.00)
45	DRAINAGE STRUCTURE TO BE REMOVED	EACH	2.00	2.00	\$ 500.00	\$ -
46	CLASS B PATCHES, SPECIAL, 7"	SQ YD	685.00	650.80	\$ 133.80	\$ (4,575.96)
47	CONTINGENCY ALLOWANCE	DOLLARS	50,000.00	-	\$ 1.00	\$ (50,000.00)
48	EARTH EXCAVATION (ROADWAY)	CU YD	630.00	575.70	\$ 99.40	\$ (5,397.42)
49	PARKWAY RESTORATION - SODDING, SALT TOLERANT	SQ YD	2,200.00	2,465.40	\$ 9.85	\$ 2,614.19
50	PARKWAY RESTORATION - TOPSOIL F & P 4"	SQ YD	2,200.00	2,465.40	\$ 6.00	\$ 1,592.40
51	PRE-CONSTRUCTION VIDEO RECORDING	LSUM	1.00	1.00	\$ 3,800.00	\$ -
52	PROJECT SIGN	LSUM	1.00	1.00	\$ 700.00	\$ -
53	SANITARY SERVICE CONNECTION	EACH	6.00	-	\$ 5,000.00	\$ (30,000.00)
54	SANITARY SERVICE REPLACEMENT	FOOT	195.00	4.00	\$ 250.00	\$ (47,750.00)
55	SANITARY SEWER SERVICE CHECK VALVE	EACH	6.00	-	\$ 2,000.00	\$ (12,000.00)
56	SANITARY SEWER SERVICE CLEANOUT	EACH	6.00	-	\$ 1,400.00	\$ (8,400.00)
57	SANITARY SEWER SERVICE FRAME AND LID	EACH	1.00	-	\$ 500.00	\$ (500.00)
58	SHUTDOWN WATER MAIN CONNECTION	EACH	6.00	6.00	\$ 10,000.00	\$ -
59	STORM SEWERS, PVC, 12"	FOOT	63.00	50.20	\$ 90.00	\$ (1,152.00)
60	STORM SEWERS, RUBBER GASKET, CLASS A (RCP), 24"	FOOT	21.00	-	\$ 150.00	\$ (3,150.00)
61	TEMPORARY STONE	LSUM	1.00	1.00	\$ 31,137.00	\$ -
62	TREE PRUNING	EACH	12.00	-	\$ 75.00	\$ (900.00)
63	VALVE BOXES TO BE ABANDONED	EACH	3.00	3.00	\$ 100.00	\$ -
64	WATER SERVICE (LEAD) - ASBESTOS ABATEMENT	EACH	1.00	-	\$ 4,000.00	\$ (4,000.00)
65	WATER SERVICE (LEAD) - INTERIOR RESTORATION	EACH	4.00	-	\$ 3,000.00	\$ (12,000.00)
66	WATER SERVICE CURB BOX	EACH	24.00	23.00	\$ 250.00	\$ (250.00)
67	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPL	FOOT	200.00	-	\$ 10.00	\$ (2,000.00)
68	WATER SERVICE LINE, LONG SIDE, 1" (PUBLIC)	EACH	13.00	10.00	\$ 6,000.00	\$ (18,000.00)
69	WATER SERVICE LINE, SHORT SIDE, 1" (PUBLIC)	EACH	11.00	14.00	\$ 4,900.00	\$ 14,700.00
70	WATER USAGE CREDIT	TGAL	100.00	20.00	\$ 8.85	\$ (708.00)
71	WATER USAGE DEDUCTION	TGAL	100.00	20.00	\$ (8.85)	\$ 708.00
X72			-	-	\$ -	\$ -
X73			-	-	\$ -	\$ -
X74			-	-	\$ -	\$ -
X75			-	-	\$ -	\$ -
X76			-	-	\$ -	\$ -
X77			-	-	\$ -	\$ -
X78			-	-	\$ -	\$ -

Village of Villa Park						
Change Order Number					01 (Final)	
Project:		Michigan and Vermont Improvement Project				
Contractor:		R.W. Dunteman Company				
Date of Contract Time Start:		06/26/2023				
Awarded Contract Amount:		\$1,496,030.00				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
X79			-	-	\$ -	\$ -
X80			-	-	\$ -	\$ -
X81			-	-	\$ -	\$ -
X82			-	-	\$ -	\$ -
X83			-	-	\$ -	\$ -
X84			-	-	\$ -	\$ -
X85			-	-	\$ -	\$ -
X86			-	-	\$ -	\$ -
X87			-	-	\$ -	\$ -
X88			-	-	\$ -	\$ -
TOTAL ADDITIONS					\$	58,764.13
TOTAL DEDUCTIONS					\$	(236,791.21)
TOTAL CHANGE ORDER AMOUNT					\$	(178,027.08)
REASON FOR CHANGE ORDER:						
This Change Order #1 consists of the final balancing of contract quantities as measured in the field.						
CONTRACT AMOUNT				CONTRACT TIME (CALENDAR DAYS)		
					SUBSTANTIAL COMPLETION	FINAL COMPLETION
AWARDED CONTRACT AMOUNT		<u>\$ 1,496,030.00</u>		ORIGINAL	65	COMPL DATE
PREVIOUS CHANGE ORDERS (+/-)		<u>\$ -</u>		PREVIOUS C.O.'S (+/-)	0	0
THIS CHANGE ORDER (+/-)		<u>\$ (178,027.08)</u>		THIS C.O. (+/-)	0	0
TOTAL CHANGE ORDERS (+/-)		<u>\$ (178,027.08)</u>		REVISED	65	COMPL DATE
ADJUSTED CONTRACT AMOUNT		<u>\$ 1,318,002.92</u>		ORIG. COMPLETION DATE	08/30/2023	09/15/2023
				REV. COMPLETION DATE	08/30/2023	09/15/2023
It is mutually agreed by Owner and Contractor that this change order includes any and all costs associated with or resulting from the changes ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this change order. This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.						

R.W. Dunteman Company _____ CONTRACTOR V3 Companies, Ltd. _____ ENGINEER Village of Villa Park _____ OWNER	BY: _____ DATE BY: _____ DATE BY: _____ DATE
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MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: November 13, 2023

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 2 to the Contract with Benchmark Construction Co., Inc., of Bartlett, Illinois, for Construction of the Washington Sewer Separation Project – Phase I, aka the Monterey Avenue Improvement Project (Washington to Park), for a Net Deduction in the Amount of \$692,391.56

RECOMMENDED ACTION:

The village has a contract with Benchmark Construction Co., Inc., of Bartlett, Illinois, in the amount of \$5,034,324.79 for the construction of the Washington Sewer Separation Project - Phase I, aka the Monterey Avenue Improvement Project (Washington to Park). Proposed final Change Order Number 2 consists of the final balancing of contract quantities as measured in the field. The net amount of proposed final Change Order Number 2 is a deduction in the amount of \$692,391.56, for an adjusted final contract amount of \$4,341,933.23. Staff recommends approval of this change order.

BACKGROUND:

The Washington Sewer Separation Project - Phase I, aka the Monterey Avenue Improvement Project (Washington to Park), consists of roadway improvements and combined sewer separation efforts. The village had previously approved a contract for this project with Benchmark Construction Co., Inc., of Bartlett, Illinois, in the amount of \$5,034,324.79. The project has now been completed and all final quantities have been measured and agreed upon, resulting in a net deduction to the contract of \$692,391.56.

The village is utilizing low-interest loan funding from the Illinois Environmental Protection Agency (IEPA) for the construction of this project.

DISCUSSION:

This Resolution will allow the Village to close out this project. This deduction will cancel out the previous change order increasing the cost of the contract to apply cured-in-place lining of additional lengths of sewer pipe. The original contract for the project was for \$4,448,000.00.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 2 to the Contract with Benchmark Construction Co., Inc., of Bartlett, Illinois, for Construction of the Washington Street Sewer Separation Project – Phase I, aka the Monterey Avenue Improvement Project (Washington to Park), for a Net Deduction in the Amount of \$692,391.56

WHEREAS, the Village of Villa Park (the “Village”) is a duly organized and validly existing non home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village had approved a contract in the amount of \$5,034,324.79 with Benchmark Construction Co., Inc., of Bartlett, Illinois, for a project commonly known as the Washington Street Sewer Separation Project – Phase I, aka the Monterey Avenue Improvement Project (Washington to Park), which contract amount requires a net decrease due to the final balancing of contract quantities as measured in the field, resulting in a change order with a net deduction in the amount of \$692,391.56; and

WHEREAS, change orders must meet the required findings that circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or the change order is in the best interest of the Village as required by Section 33E-9 of the Illinois Criminal Code (720 ILCS 5/33 E-9); and

WHEREAS, it has been recommended to the Village Board that a change order is necessary and consists of the final balancing of contract quantities as measured in the field, as set forth in final Change Order Number 2 attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: The Village hereby finds and declares that final Change Order Number 2 to the contract with Benchmark Construction Co., Inc., for the Washington Street Sewer Separation – Phase I Project, aka the Monterey Avenue Improvement Project (Washington to Park), with Benchmark Construction Co., Inc., with total additions of \$131,349.36 and total deductions of \$823,740.92, for a net deduction of \$692,391.56, attached hereto and made a part hereof, is required by circumstances not reasonably

Resolution No. _____

foreseeable at the time the contract was signed and is in the best interests of the Village.

Section 3: The corporate authorities find that the Change Order does not authorize or necessitate an increase in the contract price that is fifty percent (50%) or more of the original contract price and that it does not authorize or necessitate an increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price.

Section 4: The attached change order is hereby approved, and the Village Manager is authorized to execute the change order in substantially the form attached hereto.

Section 5: That the Village Manager is directed to cause a copy of this resolution to be placed and maintained in the permanent contract file for the Monterey Avenue Improvement Project which shall be open to the public.

Section 6: That this resolution shall be in full force and effect from and after its passage and approval in pamphlet form.

PASSED this 13th day of November, 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this 13th day of November, 2023.

Attest: _____
Village Clerk

Village President

Village of Villa Park						
Change Order Number			02 (Final)			
Project:		Monterey Avenue Improvement Project (Washington to Park)				
Contractor:		Benchmark Construction Co., Inc.				
Date of Contract Time Start:		10/03/2022				
Awarded Contract Amount:		\$4,448,000.00				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
01	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	153.00	66.35	\$ 30.00	\$ (2,599.50)
02	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	850.50	850.50	\$ 40.00	\$ -
03	TREE TRUNK PROTECTION	EACH	66.00	48.00	\$ 140.00	\$ (2,520.00)
04	TREE ROOT PRUNING	EACH	33.00	25.00	\$ 55.00	\$ (440.00)
05	EARTH EXCAVATION	CU YD	1,070.00	1,070.00	\$ 48.68	\$ -
06	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	598.00	5.10	\$ 45.69	\$ (27,089.60)
07	POROUS GRANULAR EMBANKMENT	CU YD	426.00	46.90	\$ 45.05	\$ (17,078.46)
08	TRENCH BACKFILL	CU YD	5,531.00	2,843.00	\$ 10.00	\$ (26,880.00)
09	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	6,378.00	4,647.87	\$ 1.00	\$ (1,730.13)
10	EROSION CONTROL BLANKET	SQ YD	1,550.00	1,345.60	\$ 2.15	\$ (439.46)
11	SUPPLEMENTAL WATERING	UNIT	445.00	-	\$ 50.00	\$ (22,250.00)
12	PERIMETER EROSION BARRIER	FOOT	630.00	536.60	\$ 2.95	\$ (275.53)
13	INLET AND PIPE PROTECTION	EACH	1.00	-	\$ 200.00	\$ (200.00)
14	INLET FILTERS	EACH	26.00	39.00	\$ 150.00	\$ 1,950.00
15	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	6,378.00	6,378.00	\$ 15.00	\$ -
16	BITUMINOUS MATERIALS (TACK COAT)	POUND	2,313.00	3,784.98	\$ 0.01	\$ 14.72
17	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1,572.00	1,416.31	\$ 90.00	\$ (14,012.10)
18	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	996.00	978.29	\$ 100.00	\$ (1,771.00)
19	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	740.00	934.10	\$ 77.00	\$ 14,945.70
20	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	35.00	31.10	\$ 93.00	\$ (362.70)
21	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	28,500.00	28,446.90	\$ 3.00	\$ (159.30)
22	DETECTABLE WARNINGS	SQ FT	250.00	225.00	\$ 32.00	\$ (800.00)
23	PAVEMENT REMOVAL	SQ YD	6,884.00	6,514.24	\$ 9.00	\$ (3,327.84)
24	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1,705.00	1,872.10	\$ 5.00	\$ 835.50
25	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1,504.00	1,492.90	\$ 12.00	\$ (133.20)
26	COMBINATION CURB AND GUTTER REMOVAL	FOOT	6,219.00	5,684.50	\$ 2.00	\$ (1,069.00)
27	SIDEWALK REMOVAL	SQ FT	28,600.00	28,069.20	\$ 0.50	\$ (265.40)
28	PIPE CULVERT REMOVAL	FOOT	6.00	-	\$ 97.00	\$ (582.00)
29	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 21"	EACH	1.00	1.00	\$ 3,272.00	\$ -
30	CONCRETE COLLAR	CU YD	18.00	5.30	\$ 100.00	\$ (1,270.00)
31	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	144.00	121.10	\$ 235.00	\$ (5,381.50)
32	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 21"	FOOT	26.00	24.00	\$ 255.00	\$ (510.00)
33	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 24"	FOOT	21.00	-	\$ 275.00	\$ (5,775.00)
34	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 54"	FOOT	1,460.00	1,424.00	\$ 435.00	\$ (15,660.00)
35	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 12"	FOOT	75.00	74.00	\$ 235.00	\$ (235.00)
36	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 24"	FOOT	521.00	540.20	\$ 295.00	\$ 5,664.00

Village of Villa Park						
Change Order Number				02 (Final)		
Project:		Monterey Avenue Improvement Project (Washington to Park)				
Contractor:		Benchmark Construction Co., Inc.				
Date of Contract Time Start:		10/03/2022				
Awarded Contract Amount:		\$4,448,000.00				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
37	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 42"	FOOT	10.00	10.00	\$ 562.00	\$ -
38	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 54"	FOOT	337.00	360.00	\$ 635.00	\$ 14,605.00
39	DUCTILE IRON WATER MAIN 6"	FOOT	286.00	327.70	\$ 335.00	\$ 13,969.50
40	DUCTILE IRON WATER MAIN 8"	FOOT	665.10	665.10	\$ 360.00	\$ -
41	WATER VALVES 6"	EACH	7.00	6.00	\$ 3,880.00	\$ (3,880.00)
42	WATER VALVES 8"	EACH	4.00	4.00	\$ 4,860.00	\$ -
43	FIRE HYDRANTS TO BE REMOVED	EACH	2.00	1.00	\$ 1,200.00	\$ (1,200.00)
44	FIRE HYDRANTS WITH AUXILARY VALVE AND VALVE BOX	EACH	11.00	10.00	\$ 5,000.00	\$ (5,000.00)
45	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	10.00	10.00	\$ 3,100.00	\$ -
46	CATCH BASINS, TYPE C, TYPE 11 FRAME AND GRATE	EACH	1.00	1.00	\$ 2,200.00	\$ -
47	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3.00	3.00	\$ 3,500.00	\$ -
48	MANHOLES, TYPE A, 9'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1.00	1.00	\$ 25,000.00	\$ -
49	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	5.00	6.00	\$ 2,480.00	\$ 2,480.00
50	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	9.00	9.00	\$ 3,522.00	\$ -
51	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	6,219.00	6,236.90	\$ 12.00	\$ 214.80
52	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	228.00	218.00	\$ 14.00	\$ (140.00)
53	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	124.00	117.60	\$ 60.00	\$ (384.00)
54	TEMPORARY PATCHING	SQ YD	2,750.00	-	\$ 16.00	\$ (44,000.00)
55	EXPLORATION TRENCH, SPECIAL	FOOT	200.00	85.00	\$ 100.00	\$ (11,500.00)
56	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	72.00	74.00	\$ 100.00	\$ 200.00
57	TEMPORARY ACCESS (ROAD)	EACH	8.00	3.00	\$ 550.00	\$ (2,750.00)
58	VALVE BOX	EACH	1.00	1.00	\$ 300.00	\$ -
59	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	807.00	854.80	\$ 35.00	\$ 1,673.00
60	CONSTRUCTION LAYOUT	L SUM	1.00	1.00	\$ 13,000.00	\$ -
61	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	16.00	14.00	\$ 500.00	\$ (1,000.00)
62	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	1.00	2.00	\$ 2,500.00	\$ 2,500.00
63	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	80.00	74.30	\$ 265.00	\$ (1,510.50)
64	STRUCTURES TO BE REMOVED	EACH	5.00	1.00	\$ 245.00	\$ (980.00)
65	BRICK DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	18.00	26.20	\$ 200.00	\$ 1,640.00
66	CLASS D PATCHES, 6"	SQ YD	422.00	429.50	\$ 45.00	\$ 337.50
67	COMBINED MANHOLE LINING	V FOOT	64.00	40.50	\$ 255.00	\$ (5,992.50)
68	CONFLICT STRUCTURE (CS #1)	LSUM	1.00	1.00	\$ 25,000.00	\$ -
69	CONFLICT STRUCTURE (CS #2)	LSUM	1.00	1.00	\$ 25,000.00	\$ -
70	CONTINGENCY ALLOWANCE	DOLLARS	50,000.00	-	\$ 1.00	\$ (50,000.00)
71	DROP SANITARY MANHOLES, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1.00	1.00	\$ 16,000.00	\$ -
72	DUCTILE IRON WATER MAIN IN STEEL CASING 6"	FOOT	110.00	62.70	\$ 150.00	\$ (7,095.00)

Village of Villa Park						
Change Order Number			02 (Final)			
Project:		Monterey Avenue Improvement Project (Washington to Park)				
Contractor:		Benchmark Construction Co., Inc.				
Date of Contract Time Start:		10/03/2022				
Awarded Contract Amount:		\$4,448,000.00				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
73	HDPE CASING PIPE FOR WATER SERVICE, 5"	FOOT	525.00	319.50	\$ 100.00	\$ (20,550.00)
74	IRRIGATION REPAIR	UNIT	25,000.00	-	\$ 1.00	\$ (25,000.00)
75	JUNCTION CHAMBER (STR #33)	LSUM	1.00	1.00	\$ 154,806.85	\$ -
76	LANDSCAPE RESTORATION - SEEDING	SQ YD	1,550.00	1,345.60	\$ 4.25	\$ (868.70)
77	MODIFY EXISTING COMBINED SEWER MANHOLE	EACH	1.00	1.00	\$ 1,500.00	\$ -
78	PARKWAY RESTORATION - SODDING, SALT TOLERANT	SQ YD	8,324.00	9,246.20	\$ 8.00	\$ 7,377.60
79	POST-CONSTRUCTION SEWER TELEVISIONING	LSUM	1.00	1.00	\$ 2,300.00	\$ -
80	PRE-CONSTRUCTION VIDEO RECORDING	LSUM	1.00	1.00	\$ 4,500.00	\$ -
81	RCP PIPE FITTING (NO RISER), 54"	EACH	2.00	2.00	\$ 4,600.00	\$ -
82	RCP PIPE FITTING (WITH RISER), 43" X 68" ELLIPTICAL	EACH	2.00	2.00	\$ 5,900.00	\$ -
83	RCP PIPE FITTING (WITH RISER), 54"	EACH	12.00	12.00	\$ 3,800.00	\$ -
84	SANITARY MANHOLE, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLC	EACH	12.00	12.00	\$ 7,200.00	\$ -
85	SANITARY SERVICE COMBINATION CLEANOUT CHECK VALVE	EACH	80.00	19.00	\$ 1,200.00	\$ (73,200.00)
86	SANITARY SERVICE CONNECTION	EACH	66.00	37.00	\$ 2,000.00	\$ (58,000.00)
87	SANITARY SERVICE REPLACEMENT	FOOT	1,869.00	942.00	\$ 40.00	\$ (37,080.00)
88	SANITARY SERVICE REPLACEMENT (C900)	FOOT	528.00	254.50	\$ 180.00	\$ (49,230.00)
89	SANITARY SEWER, PVC (C900), 10"	FOOT	57.00	54.90	\$ 115.00	\$ (241.50)
90	SANITARY SEWER, PVC (C900), 12"	FOOT	20.00	30.40	\$ 126.00	\$ 1,310.40
91	SANITARY SEWER, PVC (C900), 8"	FOOT	20.00	14.00	\$ 300.00	\$ (1,800.00)
92	SANITARY SEWER, PVC, 8"	FOOT	1,236.00	1,221.60	\$ 250.00	\$ (3,600.00)
93	SANITARY SEWER, RCP, 42"	FOOT	10.00	-	\$ 200.00	\$ (2,000.00)
94	SANITARY SEWER, RCP, 48"	FOOT	30.00	9.40	\$ 205.00	\$ (4,223.00)
95	SHUTDOWN WATER MAIN CONNECTION	EACH	20.00	16.00	\$ 1,200.00	\$ (4,800.00)
96	SITE DEWATERING	LSUM	1.00	1.00	\$ 1.00	\$ -
97	STEEL CASING PIPE 16"	FOOT	110.00	141.70	\$ 200.00	\$ 6,340.00
98	STORM SEWERS, CLASS B (PVC), 6"	FOOT	200.00	444.70	\$ 35.00	\$ 8,564.50
99	STORM SEWERS, RUBBER GASKET, CLASS A, 43" X 68" ELLIPTIC	FOOT	46.00	44.30	\$ 405.00	\$ (688.50)
100	TRAFFIC CONTROL AND PROTECTION, SPECIAL	LSUM	1.00	1.00	\$ 50,000.00	\$ -
101	TREE PRUNNING	EACH	33.00	-	\$ 150.00	\$ (4,950.00)
102	TREES	EACH	32.00	25.00	\$ 650.00	\$ (4,550.00)
103	WATER SERVICE (LEAD) - ASBESTOS ABATEMENT	EACH	1.00	-	\$ 1,000.00	\$ (1,000.00)
104	WATER SERVICE (LEAD) - INTERIOR RESTORATION	EACH	12.00	1.00	\$ 1,000.00	\$ (11,000.00)
105	WATER SERVICE CURB BOX	EACH	73.00	54.00	\$ 350.00	\$ (6,650.00)
106	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMEN	EACH	12.00	2.00	\$ 5,000.00	\$ (50,000.00)
107	WATER SERVICE LINE, LONG SIDE, 1" (PUBLIC) - LEAD SERVICE	EACH	16.00	23.00	\$ 3,600.00	\$ 25,200.00
108	WATER SERVICE LINE, LONG SIDE, 1" (PUBLIC) - NON-LEAD SER	EACH	25.00	3.00	\$ 3,600.00	\$ (79,200.00)

Village of Villa Park							
Change Order Number				02 (Final)			
Project:		Monterey Avenue Improvement Project (Washington to Park)					
Contractor:		Benchmark Construction Co., Inc.					
Date of Contract Time Start:		10/03/2022					
Awarded Contract Amount:		\$4,448,000.00					
Changes Ordered Herewith:							
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE	
109	WATER SERVICE LINE, SHORT SIDE, 1" (PUBLIC) - LEAD SERVICE	EACH	6.00	1.00	\$ 1,300.00	\$	(6,500.00)
110	WATER SERVICE LINE, SHORT SIDE, 1" (PUBLIC) - NON-LEAD SERVICE	EACH	38.00	2.00	\$ 1,300.00	\$	(46,800.00)
111	WATER USAGE CREDIT	TGAL	100.00	-	\$ 8.85	\$	(885.00)
112	WATER USAGE DEDUCTION	TGAL	100.00	-	\$ (8.85)	\$	885.00
113	STONE RIPRAP, CLASS A4	SQ YD	8.00	12.70	\$ 200.00	\$	940.00
114	FILTER FABRIC	SQ YD	8.00	12.70	\$ 10.00	\$	47.00
X115	T&M FOR 319 MONTEREY (PVC CLEANOUT	LSUM	10.00	34.00	\$ 525.00	\$	12,600.00
X116	T&M FOR ADJUST DUCTILE IRON PIPE AT STR #30	LSUM	1.00	1.00	\$ 1,424.62	\$	-
X117	T&M FOR RE-INSTALL PIPE FROM STR #30 TO CS #2	LSUM	1.00	1.00	\$ 3,144.25	\$	-
X118	T&M FOR 509 MONTEREY	LSUM	1.00	1.00	\$ 1,294.92	\$	-
X119	CIPP LINING OF 54" SEWER	FOOT	1,400.00	1,278.07	\$ 350.00	\$	(42,675.50)
X120	CLEANOUT FRAME & GRATE	EACH	-	10.00	\$ 250.00	\$	2,500.00
X121	T&M FOR 237 MONTEREY SANITARY SERVICE	L SUM	-	1.00	\$ 3,426.42	\$	3,426.42
X122	T&M FOR HIGHLAND & RIVERSIDE INTERSECTION	L SUM	-	1.00	\$ 1,128.72	\$	1,128.72
TOTAL ADDITIONS					\$	131,349.36	
TOTAL DEDUCTIONS					\$	(823,740.92)	
TOTAL CHANGE ORDER AMOUNT					\$	(692,391.56)	
REASON FOR CHANGE ORDER:							
This final Change Order #2 consists of the final balancing of contract quantities as measured in the field.							
CONTRACT AMOUNT				CONTRACT TIME (CALENDAR DAYS)			
					SUBSTANTIAL COMPLETION	FINAL COMPLETION	
AWARDED CONTRACT AMOUNT	<u>\$ 4,448,000.00</u>		ORIGINAL		210	224	
PREVIOUS CHANGE ORDERS (+/-)	<u>\$ 586,324.79</u>		PREVIOUS C.O.'S (+/-)		0	0	
THIS CHANGE ORDER (+/-)	<u>\$ (692,391.56)</u>		THIS C.O. (+/-)		70	200	
TOTAL CHANGE ORDERS (+/-)	<u>\$ (106,066.77)</u>		REVISED		280	424	
ADJUSTED CONTRACT AMOUNT	<u>\$ 4,341,933.23</u>		ORIG. COMPLETION DATE		05/01/2023	05/15/2023	
			REV. COMPLETION DATE		07/10/2023	12/01/2023	
It is mutually agreed by Owner and Contractor that this change order includes any and all costs associated with or resulting from the changes ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this change order. This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.							

Benchmark Construction Co., Inc. CONTRACTOR	
Civiltech Engineering, Inc. ENGINEER	
Village of Villa Park OWNER	

BY:	DATE
BY:	DATE
BY:	DATE



MEMORANDUM

TO: Village Board of Trustees
FROM: Mike Guerra, Director
DATE: November 13, 2023
SUBJECT: A Resolution Approving An Extension Of The Water Supply Contract Between The Dupage Water Commission And The City Of Chicago

RECOMMENDED ACTION:

To approve the resolution for the DuPage Water Commission to extend the contract with the City of Chicago for the supply of potable water for a period of not less than 15 years and not more than 20 years. This extension will allow the DuPage Water Commission the necessary time to evaluate alternative options for a new water contract with the City.

BACKGROUND:

The existing contract between the DuPage Water Commission (DWC) and the City of Chicago is set to expire on March 19, 2024, and a new agreement is needed. DWC has been in negotiations with the City for a more favorable agreement as the City recently entered into a contract with the City of Joliet for future water supply to their community. DWC is seeking similar consideration as they are the largest purchaser of water from the City of Chicago. Unfortunately, negotiations have not advanced enough that DWC is not confident that a new agreement will be reached before the expiration of the existing agreement. Therefore, they seeking to invoke an extension to the current contract to allow for additional time to review alternatives for the contract with the City.

DISCUSSION:

The DuPage Water Commission is seeking approval from its members for a window of time of not less than 15 years but not more than 20 years for the extension. The DWC is still considering several options that are available but due to the timing of the contract expiration and the responsiveness of the City, they are requesting permission for them to unilaterally extend the contract for a period within that timeframe.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN EXTENSION OF THE WATER SUPPLY
CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND THE CITY OF
CHICAGO**

WHEREAS, in 1984, the DuPage Water Commission (the “Commission”) entered into a Water Supply Contract Between the DuPage Water Commission and the City of Chicago (the “Water Supply Contract”) for the Commission to purchase Lake Michigan water from the City of Chicago (the “City”) to provide to the Commission’s customers;

WHEREAS, the Village of Villa Park, DuPage County, Illinois, is a customer of the Commission and purchases Lake Michigan water from the Commission;

WHEREAS, the Water Supply Contract expires on March 19, 2024;

WHEREAS, the Water Supply Contract grants the Commission the option to unilaterally extend the Water Supply Contract on the same terms and conditions for a period not less than ten (10) years nor more than forty (40) years;

WHEREAS, the Commission has commenced negotiations with the City on a new water supply contract, but the Commission does not believe that a new water supply contract will be executed before the current Water Supply Contract expires;

WHEREAS, pursuant to Section 16 of the Water Purchase and Sale Contract Between the DuPage Water Commission and Charter Customers, the Commission held a public meeting of its customers on October 31, 2023 to present the status of negotiations and current proposed terms and conditions regarding a new water supply contract with the City;

WHEREAS, the Commission has deemed it to be in the interest of the Commission and its customers to exercise its option to extend the Water Supply Contract under its current terms and conditions for a period not less than 15 years and not more than 20 years; and

WHEREAS, the Village Board deems it to be in the best interests of the Village of Villa Park and its residents to approve and consent to an extension of the Water Supply Contract for a period not less than 15 years and not more than 20 years.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Villa Park as follows:

SECTION ONE: The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Village Board.

SECTION TWO: The Village Board hereby approves and consents to the Commission's extending the Water Supply Contract for a period not less than 15 years and not more than 20 years, without further action by the Village Board.

SECTION THREE: The Clerk is hereby authorized and directed to provide a copy of this Resolution to the Commission immediately after its approval.

SECTION FOUR: This Ordinance shall be in full force and effect immediately upon and after its adoption.

[INSERT VOTES OF COUNCIL/BOARD MEMBERS]

ADOPTED THIS _____ DAY OF _____, 2023.

President, Village of Villa Park

ATTEST:

Clerk, Village of Villa Park



DuPage Water Commission

30

YEARS OF SERVICE

Pure. Essential. Stewardship.

DWC / Customer Contract Joint Meeting #2

October 31, 2023

Chicago Negotiation Status:

❖ Chicago Contract

- ❖ Contract expiration 3/19/2024
- ❖ DWC Negotiation Positions:
 - ❖ Cost-of-Service rate parity with Joliet Contract
 - ❖ Commitment to benchmark COS rate
 - ❖ Improved operations control of Lexington Pump Station
- ❖ DWC can unilaterally extend contract under existing terms
 - ❖ Retain “Favored Nations” status



❖ Lexington Pumping Station

- ❖ Draft condition assessment received, **\$16M of repairs/work needed**
- ❖ Proposed Chicago contract is **less favorable** than previous

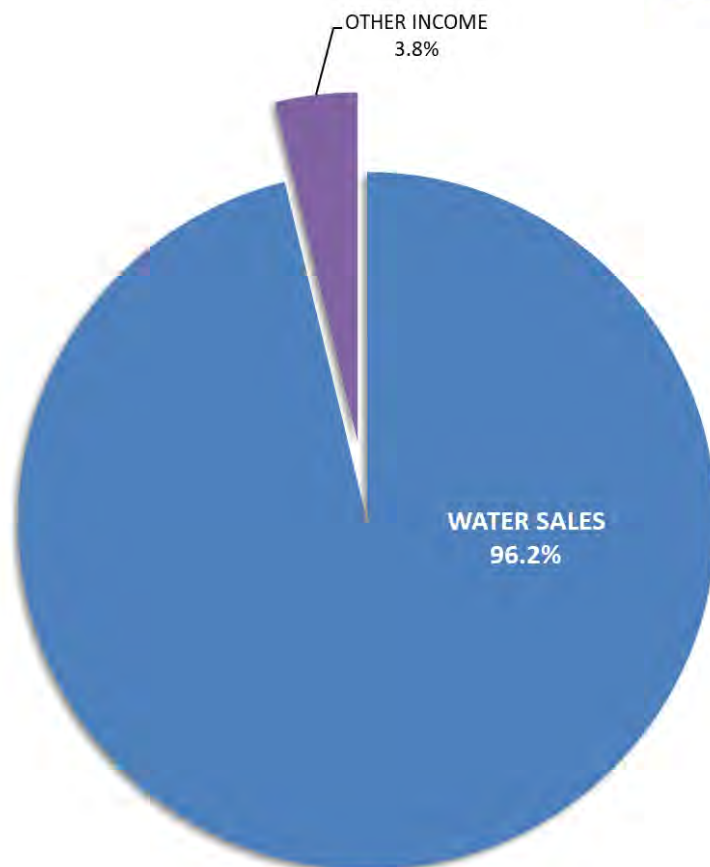
❖ Cost-of-Service Rate Model

- ❖ Initial calculations indicate DWC rate should be about ½ of current rate.
- ❖ Chicago **HAS** committed to implement COS in 2030; however
- ❖ Chicago has **NOT** committed to COS estimate previously provided

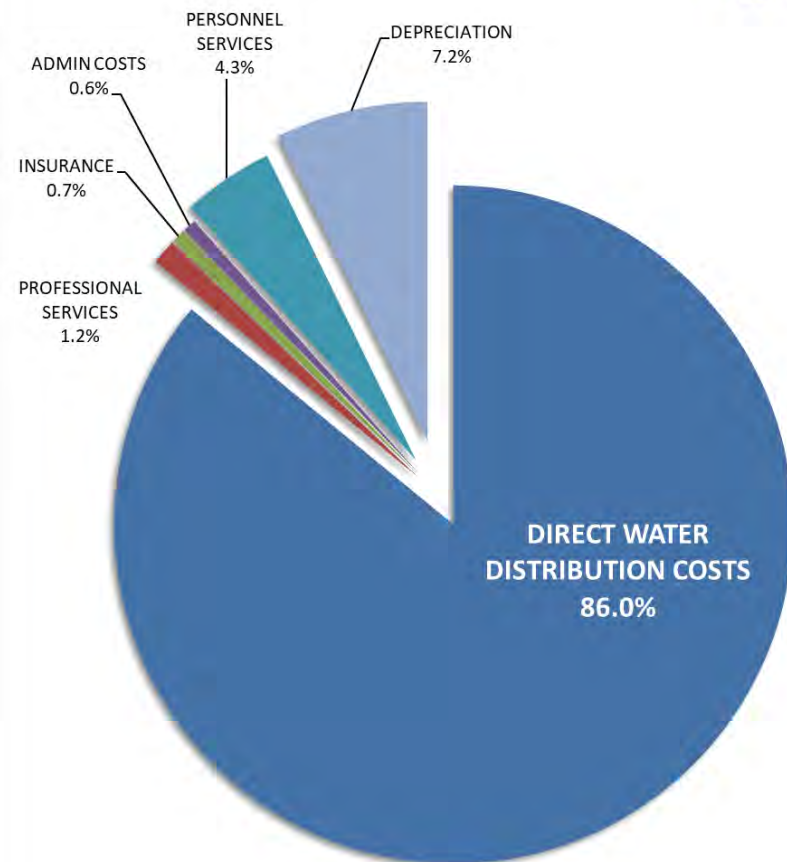


2023/2024 REVENUES & EXPENSES

DuPage Water Commission
2023-2024 Budget Projection
Revenues: \$141,232,629



DuPage Water Commission
2023-2024 Budget Projection
Expenses \$148,095,669



Chicago's WATER COMMODITY COST: water rate INCREASE for 2023

Effective Date	Percent Increase	Water Rate per 1,000 Cubic Feet	Approximate Water Cost per 1,000 Gallons
6/1/2023	5.00%	\$33.95	\$4.55
6/1/2022	5.00%	\$32.33	\$4.33
6/1/2021	1.10%	\$30.79	\$4.13
6/1/2020	2.45%	\$30.46	\$4.08
6/1/2019	0.82%	\$29.73	\$3.98
6/1/2018	1.54%	\$29.49	\$3.95
6/1/2017	1.83%	\$29.04	\$3.88
1/1/2016	0%	\$28.52	\$3.81
1/1/2015	15%	\$28.52	\$3.81
1/1/2014	15%	\$24.80	\$3.31
1/1/2013	15%	\$21.56	\$2.88
1/1/2012	25%	\$18.75	\$2.51



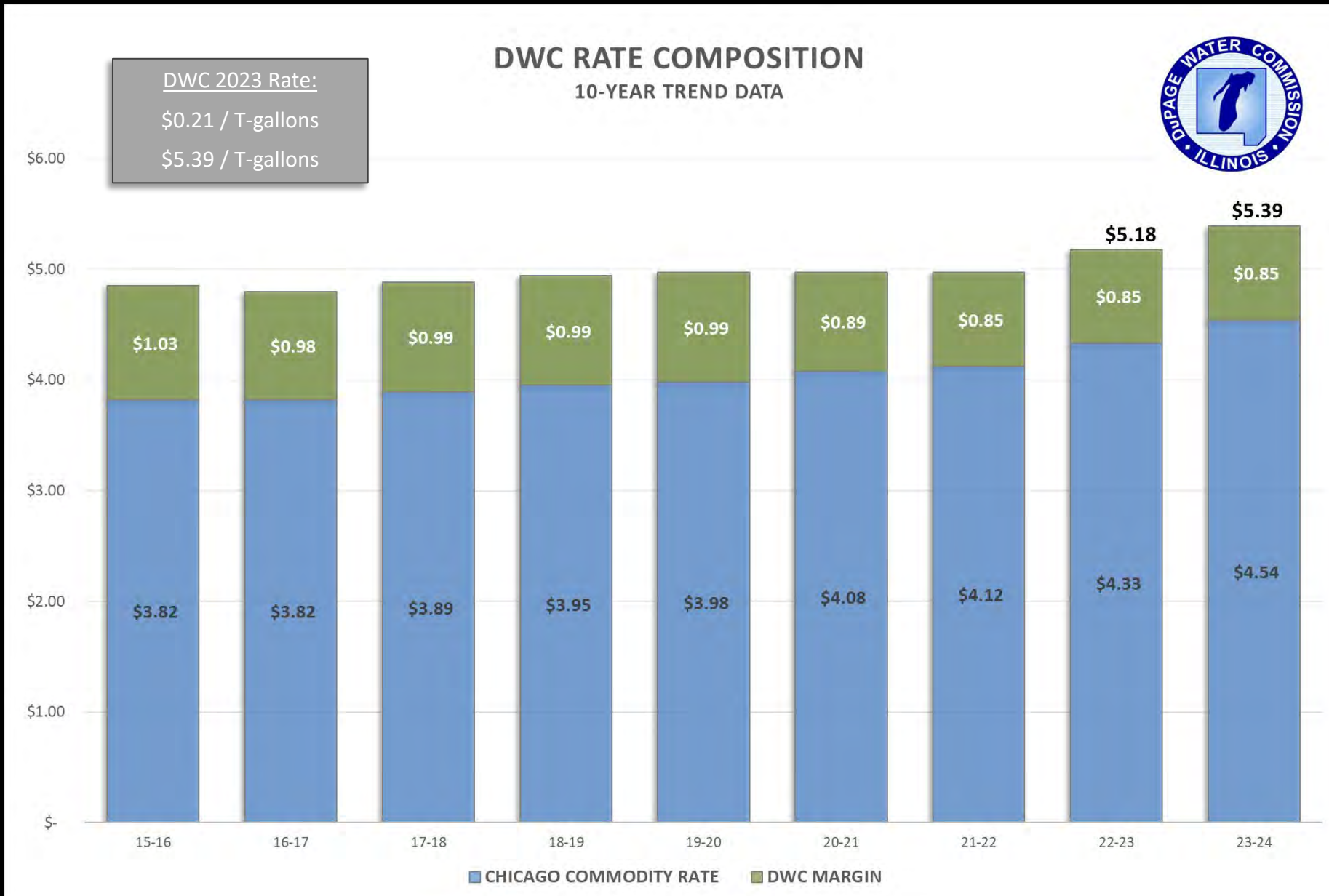
2023 Chicago water
commodity rate increase:

5%

\$0.21 / T-gallons

\$4.54 / T-gallons

DuPage Water Commission 2023-24 rate

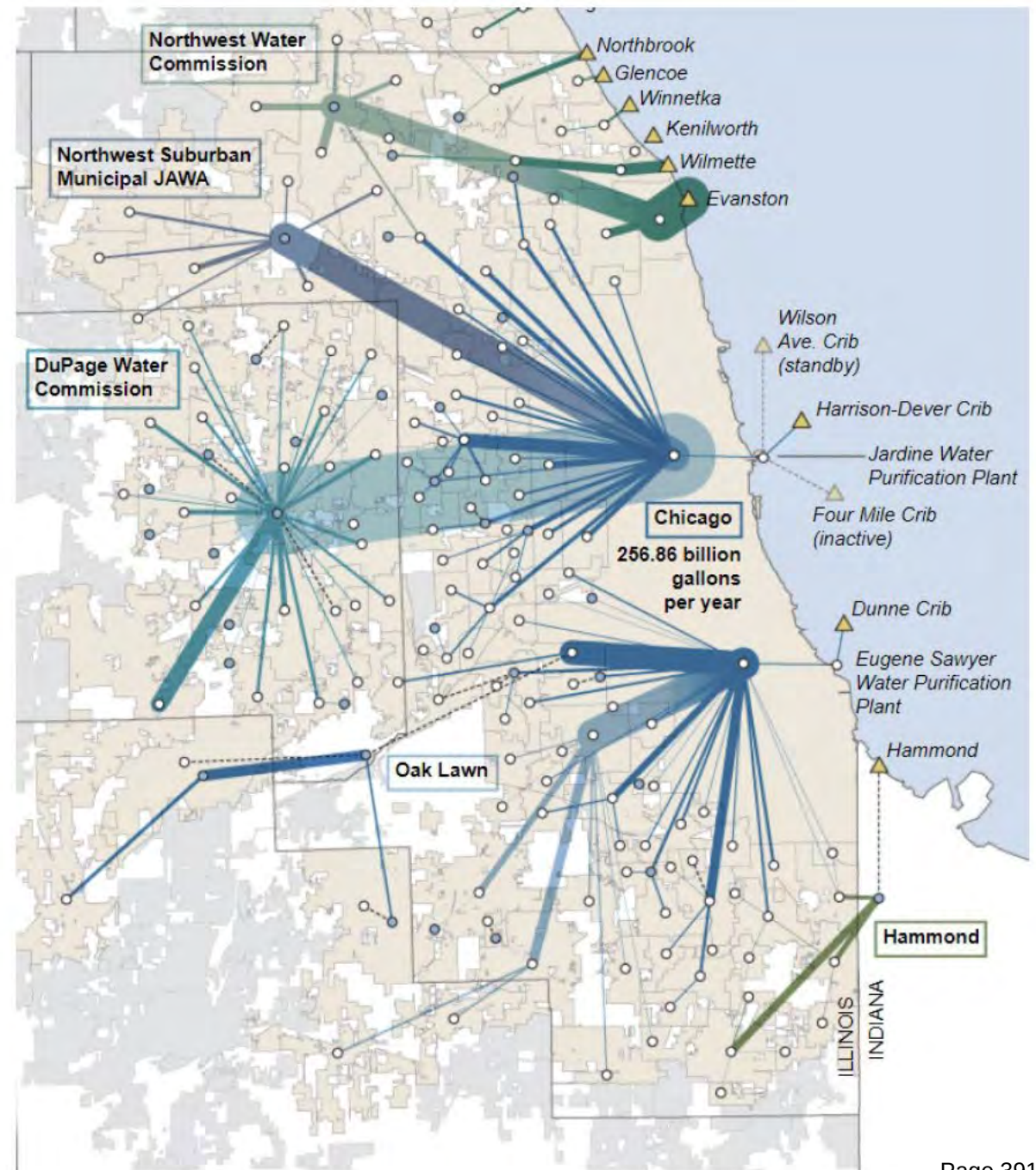


Alternative Source Water Project:

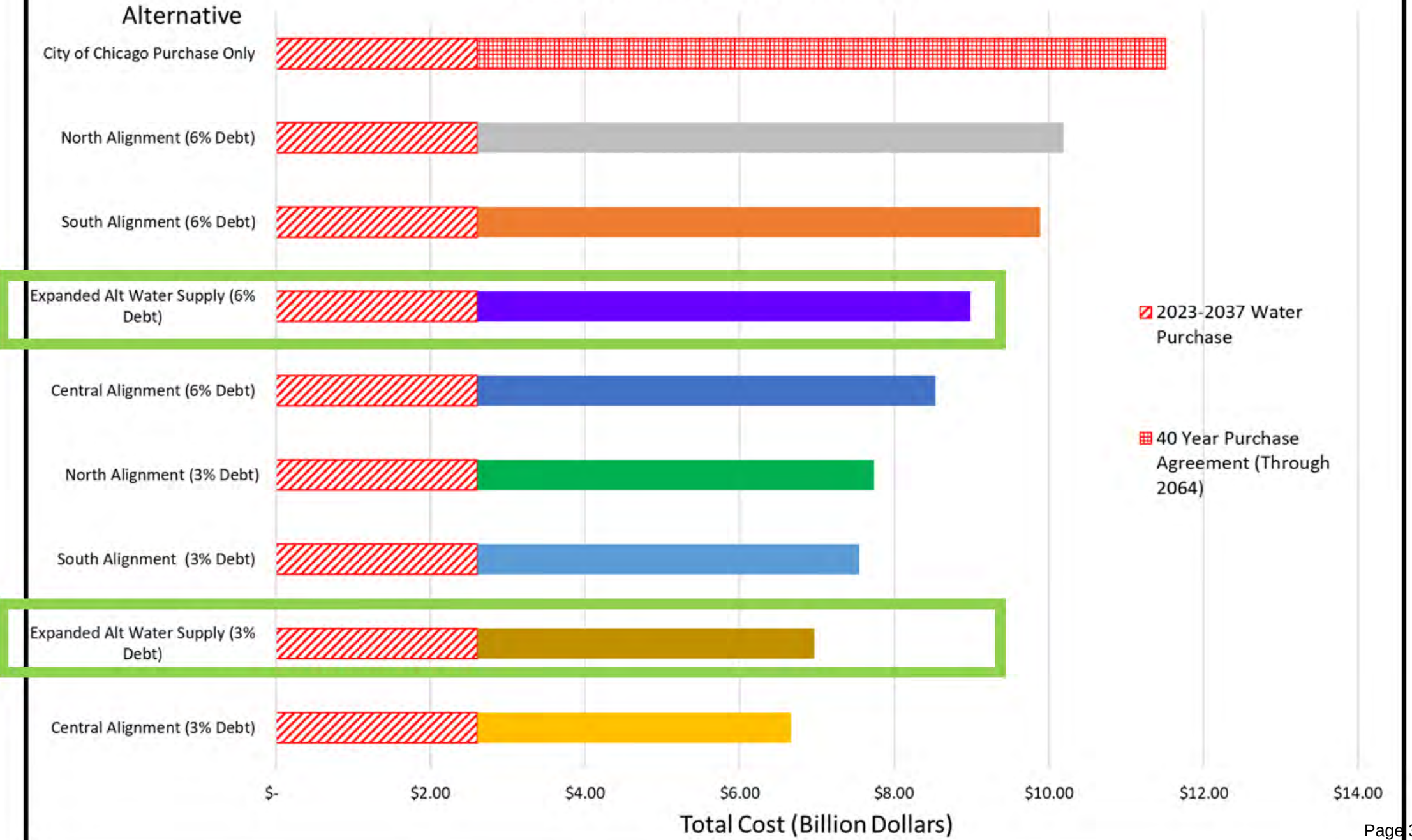
- ❖ DWC expects to expend **over \$10B** during a 40-year contract with Chicago
- ❖ An alternative source water study was prepared to evaluate alternatives:
 - ❖ Study commenced in 2022
 - ❖ Initial presentation to DWC Board in April 2023
 - ❖ Study evaluated 3 routes
 - ❖ All 3 routes were **technically feasible and financially viable**
 - ❖ **“North” route appears most favorable** because of potential for engaging partner agencies
- ❖ DWC commenced regular meetings with **NSMJAWA & NWC**
- ❖ “North” alignment feasibility update received from Carollo
- ❖ **Financial validation & strategy** report completed by Raftelis, Inc.
- ❖ **Engineering validation** study underway by Burns & McDonnell



- DuPage Water Commission (Chicago)
 - » Additional Chicago customers along existing transmission mains
- Northwest Suburban Municipal Joint Action Water Agency (Chicago)
- Northwest Water Commission (Evanston)



Total DPWC Expenditure 2023-2064



Other Considerations:

❖ Cost-of-Service rate

- ❖ Chicago has committed to implementing COS in 2030
- ❖ COS rate not benchmarked and currently uncertain
- ❖ Chicago is undertaking system-wide condition assessment
- ❖ Joliet has COS in contract, but construction project just beginning
 - ❖ DWC can retain favored-nations clause

❖ Chicago negotiations / future

- ❖ New Chicago Administration in place, but conflicting priorities

❖ Project Considerations

- ❖ NSMJAWA and NWC are receiving presentation this month (November)
- ❖ Governance structure
- ❖ Engineering validation continues (cost/schedule)
- ❖ Project approach continues to develop (design-build, property acquisition, etc)
- ❖ Interest rate environment is currently volatile/unpredictable



Chicago Contract Recommendation:

❖ **DWC Board recommends extending existing contract 15-20 years**

- ❖ **Retain favored nations protection**
- ❖ Provide time for completion of Chicago's condition assessment
- ❖ Provide time for advancement of regional Source Water Project
 - ❖ Consultants to identify most likely construction schedule
- ❖ Negotiations to continue with Chicago in good faith, pursuing
 - ❖ Cost-of-Service rate parity with Joliet Contract
 - ❖ Commitment to benchmark COS rate
 - ❖ Improved operations control of Lexington Pump Station



Municipal Legislative Activities:

❖ Municipal approval of **[DWC/Customer Contract]**

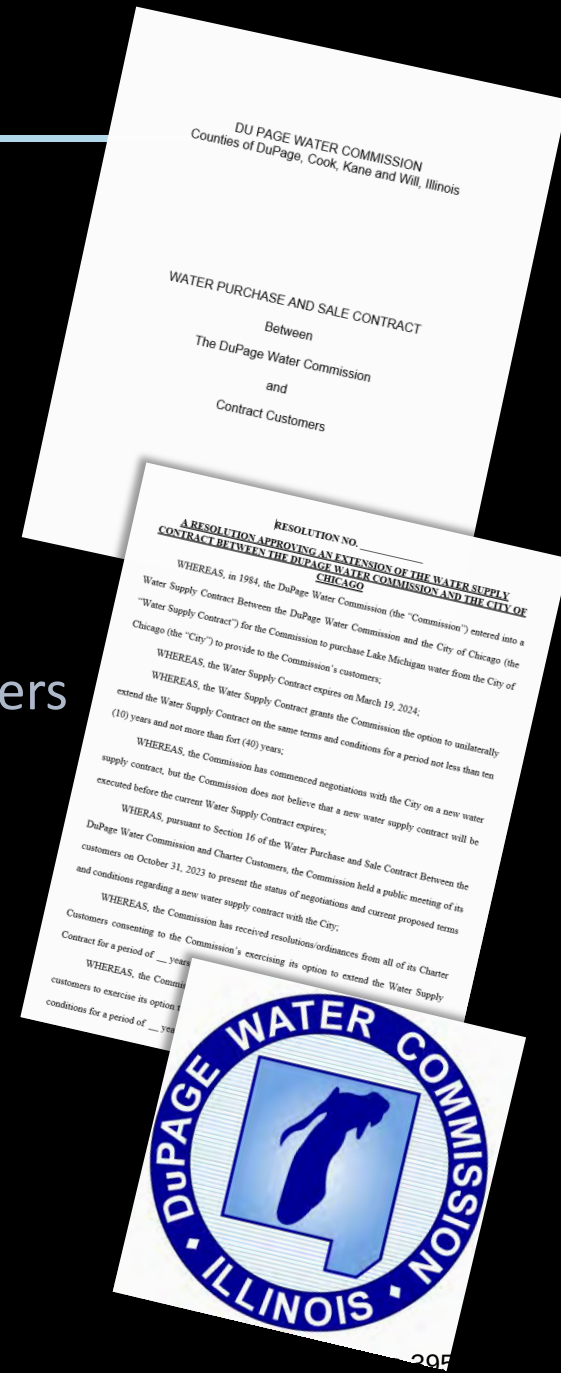
- ❖ Water Supply contracts to be approved by municipal boards
- ❖ Wheeling contracts to be approved by municipal boards and vendor
- ❖ Original signed documents and (resolution/ordinance) provided to DWC
 - ❖ Completion of all municipal activities by **end of calendar year, 2023**

❖ Municipal concurrence resolution **[Chicago Contract]**

- ❖ Section 16 of customer contract requires concurrence from $\frac{3}{4}$ of customers
- ❖ Municipal Boards to approve resolution documenting concurrence
- ❖ Original signed documents and (resolution/ordinance) provided to DWC
 - ❖ Completion of all municipal activities by **end of calendar year, 2023**

❖ DWC Board of Commissioners

- ❖ **January 18, 2024:** Approval of DWC/Customer Contract
 - ❖ DWC to circulate assembled signature documents following approval
- ❖ **February 15, 2024:** Chicago contract extension term determination
- ❖ Notice of extension provided to Chicago prior to **March 19, 2024**



DWC / Customer Contract:

DWC Water Contracts Sequencing Matrix:

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
9/28/2023	DWC/Customer Contract [Joint Meeting #1]	DWC / Municipalities
10/19/2023*	Alternative Source Water Presentation	DWC / Consultants
10/31/2023	DWC/Chicago Contract [Joint Meeting#2]	DWC / Municipalities
9/28/23 – 12/31/23	Municipal Board Customer contract approval	Municipalities
11/1/23 – 12/31/23	Municipal Board Chicago contract consent	Municipalities
1/1 – 1/18/2023	Customer contract municipal signatures	DWC/Municipalities
1/18/2024*	DWC Board - Customer contract approval	DWC
2/15/2024*	DWC Board - Chicago contract action	DWC

* *DWC Board meeting*



MEMORANDUM

TO: Village Board of Trustees
FROM: Greg Gola, Director
DATE: November 13, 2023
SUBJECT: Discussion of Forgiving Debt of Sugar Creek Golf Course to the Village

RECOMMENDED ACTION:

Staff is seeking direction from the Board of Trustees on how to proceed regarding adoption of the FY 2024 Budget for the Sugar Creek Golf Course (SCGC). In order to allow SCGC to address capital budget issues they are seeking relief from the requirement that any revenues above expenses be shared with the Village of Villa Park and Elmhurst. No action is necessary by the Board unless there is an objection to forgiving the payment of excess revenues in 2024.

BACKGROUND:

The Village of Villa Park (the Village) and the Elmhurst Park District (EPD) operate the Sugar Creek Golf Course (SCGC) together under the direction of an Intergovernmental Agreement. EPD acts as the fiscal agent for SCGC, but each entity owns 50% of the property and assets. More recently, the Village and EPD have expended funds to improve the golf course and the amounts invested by both parties have been tracked. This debt to the two entities would be paid back by the revenues from the golf course. However, SCGC has substantial deferred capital needs and the SCGC Board is asking EPD and the Village to allow excess funds to be directed toward meeting those needs first.

DISCUSSION:

Staff has been working with the Elmhurst Park District, who are our partners in operating the Sugar Creek Golf Course, to develop the budget for the 2024 Fiscal Year (January 1, 2024 - December 31, 2024). SCGC needs a decision soon from the Village Board and EPD if we are willing to defer any excess revenues, at least through the end of 2024 toward capital improvement. A copy of planned capital improvements is attached.

The Village is recording the following A/R accounts related to SCGC:

- 50.130250 – Bond Payment Receivable - \$178,524.99
- 68.130250 – Sugar Creek GC Rec Creek Restoration - \$247,195.45
- 60.130250 – Sugar Creek GC Rec Parking Lot – \$159,231.40

To write off this receivable would require a consultation with our auditor and that decision cannot be finalized in time to approve the 2024 Budget for SCGC. There is also the issue brought up by EPD Board suggesting it might be better if there was a clause about repayment of these receivables before equal division of assets in the unlikely event the golf course were ever sold.

Sugar Creek Golf Course CIP

PROJECT NAME	PROJECT CATEGORY	PROJECT TYPE	LAST REPLACED	BASE COST ESTIMATE OBTAINED IN	BASE COST ESTIMATE*	FISCAL YEAR	2024	2025	2026	2027	2028	2029-2033	TOTAL (2024-2033)
							COMPOUNDING INFLATION RATE OF: 6%						
Sugar Creek - Sprayer Replacement	Grounds Equipment	Asset Management	1996	2023	\$ 50,000	FY24	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Sugar Creek - Seal Coat - Parking Lot	Trails, Paths and Bridges	Asset Management	2003	2023	\$ 12,000	FY24	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000
Sugar Creek - Clubhouse Roof Shingles Replacement	Building Exterior	Asset Management	2003	2023	\$ 60,000	FY24	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000
Sugar Creek - Kubota Bank Mower Replacement (Holdover from 2023)	Grounds Equipment	Asset Management	2002	2022	\$ 56,759	FY24	\$ 56,759	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,759
Sugar Creek - Clubhouse Steps and Ramp Handrail Replacement with ground level concrete repairs for ADA compliance	Building Exterior	Asset Management	2003	2023	\$ 124,450	FY25	\$ -	\$ 131,917	\$ -	\$ -	\$ -	\$ -	\$ 131,917
Sugar Creek - Heavy Utility Vehicle Replacement	Vehicles	Asset Management	2010	2023	\$ 35,000	FY25	\$ -	\$ 37,100	\$ -	\$ -	\$ -	\$ -	\$ 37,100
Sugar Creek - Topdresser Replacement	Grounds Equipment	Asset Management	1999	2023	\$ 25,440	FY25	\$ -	\$ 26,966	\$ -	\$ -	\$ -	\$ -	\$ 26,966
Sugar Creek - Path - Remove & Replace: #1 Fairway to Maintenance Bridge	Trails, Paths and Bridges	Asset Management	2003	2023	\$ 60,000	FY25	\$ -	\$ 63,600	\$ -	\$ -	\$ -	\$ -	\$ 63,600
Sugar Creek - Path - Remove & Replace: Maintnenance Bridge to #3 tee circle (10,500 SF)	Trails, Paths and Bridges	Asset Management	2003	2023	\$ 115,000	FY26	\$ -	\$ -	\$ 129,214	\$ -	\$ -	\$ -	\$ 129,214
Sugar Creek -EAST Bridge Repairs, Guardrails, Handrails As Required	Trails, Paths and Bridges	Asset Management	1989	N/A	\$ 10,000	FY24	\$ 10,000	\$ 140,768	\$ -	\$ -	\$ -	\$ -	\$ 150,768
Sugar Creek -WEST Bridge Repairs, Guardrails, Handrails As Required	Trails, Paths and Bridges	Asset Management	1989	N/A	\$ 10,000	FY24	\$ 10,000	\$ -	\$ 208,372	\$ -	\$ -	\$ -	\$ 218,372
Sugar Creek - F250 Truck Replacement	Vehicles	Asset Management	2003	2020	\$ 53,000	FY26	\$ -	\$ -	\$ 59,551	\$ -	\$ -	\$ -	\$ 59,551
Sugar Creek - Bunker Sand Replacement (10-year Maintenance)	Landscaping and Bodies of Water	Asset Management	2013	2022	\$ 47,700	FY26	\$ -	\$ -	\$ 53,596	\$ -	\$ -	\$ -	\$ 53,596
Sugar Creek - Reconfigure Paving at Cart Corral, pave access path, and add fence and gates for secured cart storage (3,500 SF)	Trails, Paths and Bridges	Upgrade		2023	\$ 62,500	FY26	\$ -	\$ -	\$ 70,225	\$ -	\$ -	\$ -	\$ 70,225
Sugar Creek - Path - Remove & Replace: from access gate on Van Buren to #7 Fairway. Upgrade to 12' wide thickened for heavy vehicle access	Trails, Paths and Bridges	Upgrade	2003	2023	\$ 105,900	FY26	\$ -	\$ -	\$ 118,989	\$ -	\$ -	\$ -	\$ 118,989
Sugar Creek - Entrance Fencing Rebuild	Building Exterior	Asset Management	2004		\$ 37,100	FY26	\$ -	\$ -	\$ 41,686	\$ -	\$ -	\$ -	\$ 41,686
Sugar Creek - Greens Mower Replacement	Grounds Equipment	Asset Management	2017	2022	\$ 58,300	FY27	\$ -	\$ -	\$ -	\$ 69,436	\$ -	\$ -	\$ 69,436
Sugar Creek - Path - Remove & Replace: #5 tee to #6 fairway (8,800 SF)	Trails, Paths and Bridges	Asset Management	2003	2023	\$ 96,800	FY27	\$ -	\$ -	\$ -	\$ 115,290	\$ -	\$ -	\$ 115,290
Sugar Creek - Path - Remove & Replace: #3 fairway to #4 fairway (4,100 SF)	Trails, Paths and Bridges	Asset Management	2003	2023	\$ 45,100	FY27	\$ -	\$ -	\$ -	\$ 53,715	\$ -	\$ -	\$ 53,715
Sugar Creek - Path - Remove & Replace: #9 fairway to #3 tee fairway (6,000 SF)	Trails, Paths and Bridges	Asset Management	2003	2023	\$ 66,000	FY27	\$ -	\$ -	\$ -	\$ 78,607	\$ -	\$ -	\$ 78,607
Sugar Creek - Irrigation System (Excluding Pump Station) Replacement	Mechanical Systems	Asset Management	1996	2022	\$ 424,000	FY29-33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 567,408	\$ 567,408
Sugar Creek - Drainage Improvement Plan (Total 8,700 ft.)	Landscaping and Bodies of Water	Upgrade		2022	\$ 266,060	FY29-33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 356,048	\$ 356,048
Sugar Creek - Maintenance Equipment Replacement (Future)	Grounds Equipment	Asset Management		2022	\$ 265,000	FY29-33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 354,630	\$ 354,630
Sugar Creek - Irrigation Pump System and Building Replacement	Mechanical Systems	Asset Management	1975	2022	\$ 265,000	FY29-33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 354,630	\$ 354,630
Sugar Creek - Driving Range Garage Replacement	Other	Asset Management	2005	2022	\$ 100,000	FY29-33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 133,823	\$ 133,823
Sugar Creek - Driving Range Irrigation Replacement and Add New Irrigation	Mechanical Systems	Upgrade	2003	2022	\$ 53,000	FY29-33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,926	\$ 70,926
Sugar Creek - Driving Range - Netting Replacement (with 10-year Net)	Park Amenities	Asset Management	2019		\$ 265,000	FY29-33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 354,630	\$ 354,630

PROJECT NAME	PROJECT CATEGORY	PROJECT TYPE	LAST REPLACED	BASE COST ESTIMATE OBTAINED IN	BASE COST ESTIMATE*	FISCAL YEAR	2024	2025	2026	2027	2028	2029-2033	TOTAL (2024-2033)
							COMPOUNDING INFLATION RATE OF: 6%						
Sugar Creek - Tee Leveling and Renovation	Other	Asset Management	2003		\$ 137,800	FY29-33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 184,407	\$ 184,407
Sugar Creek - Forward Tee Construction (Add Forward Tees on 1, 4, 6, and 7)	Other	Upgrade			\$ 33,920	FY29-33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,393	\$ 45,393
Sugar Creek - Irrigation and Pumpstation Consultant	Professional Services	Planning	1996		\$ 31,800	FY29-33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,556	\$ 42,556
Sugar Creek - Irrigation Electronics (out of Floodplain) Relocation	Mechanical Systems	Upgrade	1996		\$ 26,500	FY29-33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,463	\$ 35,463
							\$ 198,759	\$ 400,351	\$ 681,632	\$ 317,048	\$ -	\$ 2,499,912	\$ 4,097,704