



Next Ord. No. 4437
Next Reso. No. 24053

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

Village Board of Trustees

September 23, 2024

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. When called upon, please approach the microphone and state your name. Kindly limit your remarks to 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**
 - a. Proclamation Recognizing October 6 – 12, 2024 as “Fire Prevention Week” in the Village of Villa Park.
- 7. Presentation**
 - a. Community F.U.N. Commission Summer Landscaping Awards
- 8. Appointment to Commission**
 - a. Appointment of John Drogos as Commission member of the Economic Development Commission for a term from appointment to April 30, 2025.
 - b. Appointment of Khalid Sabri as Commission member of the Historical Preservation Commission for a term from appointment to April 30, 2027.
- 9. Consent Agenda**
 - a. Bill Listings for the Weeks of September 9, 2024 and September 16, 2024 in the amount of \$909,098.64.
 - b. Approval of the Minutes of the September 9, 2024 Public Hearing.

- c. Approval of the Minutes of the September 9, 2024 Committee of the Whole and Village Board of Trustees Meetings.
- d. Resolution of the Village of Villa Park Authorizing the Execution of an Agreement Between the Village of Villa Park and Kluber, Inc., for Professional Architectural and Engineering Consulting Services for Interior Renovations for Villa Park Fire Station 81

This Resolution Authorizes the Village Manager to execute an Agreement with Kluber Inc to create construction drawings and provide construction management for the remodel at Station 81.

- e. Resolution Approving an Employee Leasing Agreement with MGT Impact Solutions, LLC for a Finance Director

The proposed Resolution authorizes the Village Manager to enter into an agreement with MGT Impact Solutions, Inc (formerly GovHR/GovTempsUSA) for the Finance Director position for a term from September 14, 2024 to June 27, 2025. The agreement may continue for a month-to-month basis up to October 3, 2025 if mutually agreed upon by both parties. It is anticipated this will be the final contract for the Finance Director position as the Village intends to begin recruitment to fill the position in early 2025. Staff recommends approval of this resolution.

10. Ordinance for First Reading

- a. An Ordinance Amending Appendix C - Basic Zoning Ordinance - Article 6 "Uses", Article 13 "Nonconformities", and Article 14 "Measures and Definitions"

This Ordinance approves text amendments in Appendix C - Basic Zoning Ordinance - Article 6 "Uses", Article 13 "Nonconformities", and Article 14 "Measures and Definitions". The Planning and Zoning Commission unanimously recommended approval by a vote of 6-0. Staff requests a waive of the first reading as we are waiting to issue permits pending the approval of the text amendment.

- b. An Ordinance Amending Chapter 14 of the Villa Park Municipal Code Establishing Administrative Fees Associated with Fleeing and Eluding Motor Vehicles in the Village of Villa Park, Illinois

This Ordinance would amend Chapter 14 of the Village Code to add a new Article V to establish administrative fees associated with a motor vehicle used in an attempt to flee or in an attempt to elude a peace officer in the Village of Villa Park. Staff recommends approval of the ordinance.

11. Ordinance for Second Reading

- a. An Ordinance Amending Section 3-313(A) of Chapter 3 of the Villa Park Municipal Code in order to Increase By One the Maximum Number of Licenses Permitted Under the Class AAA Liquor License Classification

This ordinance will add a Class AAA increasing the total to 4 Class AAA licenses. The Liquor Commissioner has approved the issuance of this license.

12. Ordinances

- a. An Ordinance Approving a Special Use for a School at 1110 S Villa Ave.

This Ordinance approves Petition PZ-24-13 for a Special Use for the existing middle school located at 1110 S. Villa Avenue per Exhibit A. The Planning and Zoning Commission unanimously recommended approval by a vote of 6-0.

- b. An Ordinance Authorizing TIF Grant Programs for Facade, Tenant, and Site Improvements and Rescinding Resolution 15-11, Resolution 2206, and Ordinance 3627

This Ordinance approves TIF grant programs for facade, tenant, and site improvements while simultaneously rescinding Resolution 15-11, Resolution 2206, and Ordinance 3627 for prior grant programs. The Economic Development Commission reviewed the proposed grants on September 18, 2024 and voted 4-0 to give a positive recommendation to the Village Board for consideration.

13. Resolutions

- a. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Purchase, Lease and Installation of Cardio and Strength Equipment From Life Fitness, LLC Through Sourcewell Purchasing Cooperative in an Amount Not To Exceed \$228,629.00

This Resolution authorizes the Village President to execute an Agreement with Life Fitness LLC to lease and or purchase cardio and strength equipment and for installation of same for an amount not to exceed \$228,629. The Village would waive formal bidding and accept the cooperative purchasing bid of Sourcewell Purchasing Contract 081120-LFF. Staff recommends approval of the Resolution to obtain fitness equipment from Life Fitness, LLC. for the VPRC.

- b. Resolution for Approval of Commissioner Handbook

This proposed Resolution approves the Commissioner Handbook, which will serve as a guide to current and future commissioners. The updated handbook includes feedback from commissioners, department liaisons, and legal counsel. The final version will be available on our website and will be shared when recruiting for commission vacancies. Staff recommends approval of this resolution.

- c. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Landscape/Park Installation Services from Hacienda Landscaping Inc, Minooka, Il to Complete Open Space Land Acquisition and Development Grant (OSLAD) Renovations, for Recreation Amenities for Lions Park, in the Amount of \$1,125,970.

The proposed Resolution authorizes the Board of Trustees of Villa Park to waive the formal competitive bid process and further authorizes the Village President to execute a Contract with Hacienda Landscaping, Inc., of Minooka, Illinois for the furnishing, delivery and installation of Recreation Amenities at Lions Park in the amount of \$1,125,970. Based on the recommendation of Upland Design Ltd., our design consultant for the Lions Park project we recommend waiving the bidding requirements pursuant to Section 2-220 of the Village of Villa Park Municipal Code and recommend awarding the contract to Hacienda Landscaping as the lowest responsible base bid and two alternate bids for purchase and construction of the Lions Park playground, pickleball courts, basketball court, pergola, open shelter, story walk, and (alternate bids) to include purchase and installation of a shade structure and landscape

materials for a total amount of \$1,125,970. To waive bidding requires a two-thirds (2/3) majority affirmative vote.

- d. Resolution Waiving the Bidding Requirements and Authorizing the Execution of a Contract for Brick Pavers for the New Villa Park Recreation Center to LPS Pavement Company in the Amount of \$139,900.

This Resolution authorizes the Board of Trustees to waive the competitive bidding requirement as provided for in Section 2-220(a)(3) of the Village Code and to authorize the Village President to execute an Agreement with LPS Pavement Company of Oswego, Illinois ("LPS"), for brick paving work at the Villa Park Recreation Center in the amount of \$139,900.00. To waive the formal competitive bidding process, the Village Code requires a two-thirds majority affirmative vote of its members. Staff recommends approval of the resolution.

- e. Resolution of the Village of Villa Park Approving and Authorizing the Execution of a Highway Authority Agreement with Finish Line Investments.

This Resolution authorizes the Village President to execute a Highway Authority Agreement between the Village of Villa Park, Illinois and Finishline Investments and Properties, Inc of Schaumburg, Illinois for the protection of the natural environment and human health. Staff recommends approval of the Resolution.

14. Unfinished Business

- a. Flag status - A diagram of where the flag pole will be placed is included below. Work is scheduled to begin September 30th. The diagram also includes where an electronic sign board could be placed if approved in next year's budget.
- b. VPRC Update - new programs

15. New Business

16. Village Commission Reports

- a. Acceptance of the Minutes of the Community F.U.N. Commission June 25, 2024 Meeting.
- b. Acceptance of the Minutes of the Environmental Concerns Commission July 25, 2024 Meeting.

17. Village Clerk's Report

18. Village Trustees' Report

19. Village President's Report

20. Village Manager's Report

21. Executive Session

- a. Pursuant to 5 ILCS 120/2
(c) (1) The appointment, employment, compensation, discipline, performance, or

dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.

- b. Pursuant to 5ILCS 120/2
(c) (5) The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.
- c. 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.

22. 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.



Village of Villa Park Proclamation

**Proclaiming October 6 – 12, 2024
“Fire Prevention Week”**

WHEREAS, the Village of Villa Park is committed to ensuring the safety and security of all those living in and visiting our Village; and

WHEREAS, home fires killed 3,790 people in the United States in 2022, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 374,300 home fires; and

WHEREAS, the 2024 Fire Prevention Week theme, “Smoke alarms: Make them work for you!” effectively serves to educate and remind us the importance of having working smoke alarms in our homes.

WHEREAS, this campaign strives to educate people with key calls to action: **INSTALL** smoke alarms, **TEST** them once a month, and **REPLACE** them after 10 years; and

WHEREAS, residents who have working smoke alarms, have planned and practiced a home fire escape plan as well as working fire extinguishers, are more prepared and will therefore be more likely to survive a fire; and

NOW, THEREFORE, I, Nick Cuzzone, Village President of Villa Park, do hereby proclaim October 6 - 12, 2024 as Fire Prevention Week throughout this Village. I urge all the people of Villa Park to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of the Villa Park Fire Department during Fire Prevention Week 2024.

READ AND PROCLAIMED THIS 23rd DAY OF SEPTEMBER 2024.

Village President

ATTEST:

Village Clerk



MEMORANDUM

TO: Village Board of Trustees
FROM:
DATE: September 23, 2024
SUBJECT: Community F.U.N. Commission Summer Landscaping Awards

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on September 23, 2024

Covering weekly check runs dated for:

September 9, 2024/CY24... \$417,791.54

1 of 1

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0909","0903 INT","0905 INT"
Invoice.Detail.Type = {<>} "Adjustment"
[Report].Voided = {<>}

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.130204 GROUP INSURANCE REC							
8224	BLUE CROSS BLUE SHIELD	09012024	0	HEALTH INSURANCE; SEPT 2024	23,938.88	23,938.88	09/05/2024
5319	VISION SERVICE PLAN	821010272	0	VISION PREMIUMS 8.2024	654.75	654.75	09/05/2024
Total 10.130204 GROUP INSURANCE REC:					24,593.63	24,593.63	
10.190515 DUE TO/FROM LIBRARY (BENEFITS)							
8224	BLUE CROSS BLUE SHIELD	09012024	0	HEALTH INSURANCE; SEPT 2024	12,339.69	12,339.69	09/05/2024
5319	VISION SERVICE PLAN	821010272	0	VISION PREMIUMS 8.2024	146.73	146.73	09/05/2024
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):					12,486.42	12,486.42	
10.210028 EMPLOYEE HEALTH INS. DED.							
8224	BLUE CROSS BLUE SHIELD	09012024	0	HEALTH INSURANCE; SEPT 2024	43,257.80	43,257.80	09/05/2024
Total 10.210028 EMPLOYEE HEALTH INS. DED.:					43,257.80	43,257.80	
10.210515 DELTA DENTAL RESERVE							
8224	BLUE CROSS BLUE SHIELD	09012024	0	HEALTH INSURANCE; SEPT 2024	6,417.73	6,417.73	09/05/2024
Total 10.210515 DELTA DENTAL RESERVE:					6,417.73	6,417.73	
10.210516 VISION SERVICE PLAN RESERVE							
5319	VISION SERVICE PLAN	821010272	0	VISION PREMIUMS 8.2024	1,025.12	1,025.12	09/05/2024
Total 10.210516 VISION SERVICE PLAN RESERVE:					1,025.12	1,025.12	
10.42070 ADMINISTRATIVE TOWING FEES							
12937	ILLINOIS STATE POLICE	8-20-2024	0	COURT AWRD PMT VPPC240/24MX671	800.00	800.00	09/09/2024
Total 10.42070 ADMINISTRATIVE TOWING FEES:					800.00	800.00	
Total :					88,580.70	88,580.70	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.211 LEGAL SERVICES							
7835	STORINO RAMELLO & DURKIN	91832	0	LEGAL SERVICES JULY 2024 FEES	12,617.56	12,617.56	09/09/2024
7835	STORINO RAMELLO & DURKIN	91834	0	LEGAL SERVICE - GENERAL MATTERS JULY 2024	9,174.72	9,174.72	09/09/2024
Total 10.511.00.211 LEGAL SERVICES:					21,792.28	21,792.28	
10.511.00.212 LEGAL SERVICES-POLICE							
13618	DOERING REPORTING INC	2764	0	AUGUST 2024 HEARING COURT	1,125.00	1,125.00	09/09/2024
13618	DOERING REPORTING INC	2768	0	TRANSCRIPT MULAWA	120.00	120.00	09/09/2024
Total 10.511.00.212 LEGAL SERVICES-POLICE:					1,245.00	1,245.00	
10.511.00.656 FIRE & POLICE COMMISSION							
13975	NATIONAL TESTING NETWORK INC	15512	0	NTN MEMBERSHIP RECRUITMENT SERVICES	750.00	750.00	09/09/2024
Total 10.511.00.656 FIRE & POLICE COMMISSION:					750.00	750.00	
Total PUBLIC AFFAIRS:					23,787.28	23,787.28	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.01.210 TELEPHONE							
12005	SAWYER, BRIAN	aug24	0	USAGE REIMB	24.99	24.99	09/09/2024
12005	SAWYER, BRIAN	aug24	0	PERS DEVICE PHONE REIMB	24.99	24.99	09/09/2024
Total 10.512.01.210 TELEPHONE:					49.98	49.98	
10.512.01.299 OTHER CONTRACTUAL SERVICES							
12005	SAWYER, BRIAN	aug24	0	MILEAGE REIMB; AUG 24	30.28	30.28	09/09/2024
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					30.28	30.28	
Total MANAGER:					80.26	80.26	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.299 OTHER CONTRACTUAL SERVICES							
12029	MGT IMPACT SOLUTIONS LLC	MGT35082	0	CONTRACTED FINANCE DIRECTOR; W/E 12/16/202	4,088.00	4,088.00	09/09/2024
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:					4,088.00	4,088.00	
Total FINANCE:					4,088.00	4,088.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.289 INSPECTORS FEES					.		
6676	B & F CONSTRUCTION CODE SERVIC	19808	0	JULY INSPECTIONS	100.00	100.00	09/09/2024
Total 10.514.00.289 INSPECTORS FEES:					100.00	100.00	
10.514.00.292 ENGINEERING SERVICES							
13816	HOUSEAL LAVIGNE ASSOCIATES	7337	0	COMP PLAN CONSULTING SERVICES	3,099.15	3,099.15	09/09/2024
Total 10.514.00.292 ENGINEERING SERVICES:					3,099.15	3,099.15	
Total COMMUNITY DEVELOPMENT:					3,199.15	3,199.15	

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	09012024	0	HEALTH INSURANCE; SEPT 2024	23,074.24	23,074.24	09/05/2024
5319	VISION SERVICE PLAN	821010272	0	VISION PREMIUMS 8.2024	207.40	207.40	09/05/2024
Total 10.515.00.250 EMPLOYEE BENEFITS:					23,281.64	23,281.64	
10.515.00.317 OFFICE SUPPLIES							
6553	WAREHOUSE DIRECT	5780907-0	0	20 CARTONS PAPER	799.80	799.80	09/09/2024
Total 10.515.00.317 OFFICE SUPPLIES:					799.80	799.80	
Total CENTRAL SERVICES:					24,081.44	24,081.44	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	1247072000 7/2024	0	21 W PLYMOUTH; 7/10-8/8/24	148.22	148.22	09/09/2024
237	COMMONWEALTH EDISON CO	2698012222 7/2024	0	JACKSON POND; 7/23-8/21/24	33.47	33.47	09/09/2024
237	COMMONWEALTH EDISON CO	3369949000 7/2024	0	SIREN; 7/9-8/7/24	34.01	34.01	09/09/2024
237	COMMONWEALTH EDISON CO	5497749111 7/2024	0	106 S VILLA; 7/9-8/7/24	170.46	170.46	09/09/2024
Total 10.516.00.219 UTILITY - ELECTRIC:					386.16	386.16	
10.516.00.222 HEATING & A/C MAINT SERV							
1544	ACITELLI HEATING & PIPING	1308	0	PW A/C	541.18	541.18	09/09/2024
Total 10.516.00.222 HEATING & A/C MAINT SERV:					541.18	541.18	
10.516.00.299 OTHER CONTRACTUAL SERVICES							
13806	PEERLESS FENCE GROUP	129862	0	GATE MAINTENANCE	642.26	642.26	09/09/2024
12788	SR PRODUCTS	9137	0	VH ROOF REPAIRS	3,240.00	3,240.00	09/09/2024
4641	TK ELEVATOR CORPORATION	3008069908	0	VH ELEVATOR QTR MAINT. FEE	1,670.07	1,670.07	09/09/2024
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					5,552.33	5,552.33	
Total BUILDINGS & GROUNDS:					6,479.67	6,479.67	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	9493548000 7/2024	0	METRA STN PARK LOT; 7/10-8/8/24	70.22	70.22	09/09/2024
Total 10.517.00.219 UTILITY - ELECTRIC:					70.22	70.22	
10.517.00.299 OTHER CONTRACTUAL SERVICES							
13965	LANGTON GROUP	60536	0	METRA	2,131.00	2,131.00	09/09/2024
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:					2,131.00	2,131.00	
Total COMMUTER PARKING LOT:					2,201.22	2,201.22	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	09012024	0	HEALTH INSURANCE; SEPT 2024	3,755.25	3,755.25	09/05/2024
5319	VISION SERVICE PLAN	821010272	0	VISION PREMIUMS 8.2024	31.11	31.11	09/05/2024
Total 10.518.00.250 EMPLOYEE BENEFITS:					3,786.36	3,786.36	
10.518.00.309 GAS & DIESEL FUEL							
6834	AL WARREN OIL COMPANY INC	W1679470	0	GASOLINE PURCHASE	14,572.35	14,572.35	09/09/2024
6834	AL WARREN OIL COMPANY INC	W1679471	0	DIESEL FUEL PURCHASE	4,371.00	4,371.00	09/09/2024
Total 10.518.00.309 GAS & DIESEL FUEL:					18,943.35	18,943.35	
10.518.00.315 INSPECTIONS AND SAFETY TESTS							
985	SUBURBAN DRIVELINE INC	70028	0	PW 16 SAFETY LANE	45.00	45.00	09/09/2024
985	SUBURBAN DRIVELINE INC	70081	0	PW 94 SAFETY LANE	45.00	45.00	09/09/2024
Total 10.518.00.315 INSPECTIONS AND SAFETY TESTS:					90.00	90.00	
Total GARAGE:					22,819.71	22,819.71	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.202 TRAINING & CONFERENCES							
13289	JARZEMBOWSKI, JOSEPH	8-19-24	0	TRAINING MEAL REIMBURSEMENT FIRE INVSTG.	110.06	110.06	09/09/2024
Total 10.520.01.202 TRAINING & CONFERENCES:					110.06	110.06	
10.520.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	09012024	0	HEALTH INSURANCE; SEPT 2024	73,405.21	73,405.21	09/05/2024
5319	VISION SERVICE PLAN	821010272	0	VISION PREMIUMS 8.2024	508.13	508.13	09/05/2024
Total 10.520.01.250 EMPLOYEE BENEFITS:					73,913.34	73,913.34	
10.520.07.202 TRAINING & CONFERENCES							
763	NORTH EAST MULTI-REGIONAL	360433	0	TRAINING-FIREARMS-OFC SILVA	75.00	75.00	09/09/2024
Total 10.520.07.202 TRAINING & CONFERENCES:					75.00	75.00	
10.520.08.299 OTHER CONTRACTUAL SERVICES							
1177	EQUIFAX INFORMATION SVCS LLC	2061691451	0	CREDIT REPORT SERVICES JULY -AUGUST 2024	30.00	30.00	09/09/2024
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:					30.00	30.00	
10.520.09.299 OTHER CONTRACTUAL SERVICES							
8576	ILLINOIS SECRETARY OF STATE	8-20-24	0	RENEWAL OF 6 UNDERCOVER DET VEHICLES	906.00	906.00	09/09/2024
11922	VETERAN'S TOWING & RECOVERY IN	8-23-24	0	TOW & HOOK VENUE HYUNDAI - VPPC2400937	195.00	195.00	09/09/2024
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					1,101.00	1,101.00	
Total POLICE:					75,229.40	75,229.40	

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	09012024	0	HEALTH INSURANCE; SEPT 2024	5,300.46	5,300.46	09/05/2024
5319	VISION SERVICE PLAN	821010272	0	VISION PREMIUMS 8.2024	31.11	31.11	09/05/2024
Total 10.521.01.250 EMPLOYEE BENEFITS:					5,331.57	5,331.57	
10.521.01.271 MAINT OF RADIO EQUIPMENT							
11982	SK ELECTRONICS	24064	0	DC82 PAGER	816.00	816.00	09/09/2024
Total 10.521.01.271 MAINT OF RADIO EQUIPMENT:					816.00	816.00	
10.521.01.314 JANITORIAL SUPPLIES							
6334	STATE INDUSTRIAL PRODUCTS	903457555	0	ECOLUTION HYPOALLERGENIC LAUNDRY	162.06	162.06	09/09/2024
6334	STATE INDUSTRIAL PRODUCTS	903457662	0	ECOLUTION HYPOALLERGENIC LAUNDRY ST 81	362.15	362.15	09/09/2024
Total 10.521.01.314 JANITORIAL SUPPLIES:					524.21	524.21	
10.521.01.315 BUILDING MAINT SUPPLIES							
21	ADDISON ENGRAVING INC	99387	0	ENGRAVED TAGS	90.00	90.00	09/09/2024
10500	VILLA PARK ACE HARDWARE	23253	0	SPLIT RING	9.40	9.40	09/09/2024
Total 10.521.01.315 BUILDING MAINT SUPPLIES:					99.40	99.40	
10.521.01.399 OTHER SUPPLIES							
10333	RUIZ, PATTY	61	0	STAFF BDAY REFRESHMENT	31.74	31.74	09/09/2024
10333	RUIZ, PATTY	87705	0	DC PROMOTIONAL CAKE	25.43	25.43	09/09/2024
Total 10.521.01.399 OTHER SUPPLIES:					57.17	57.17	
10.521.21.311 PROGRAM SUPPLIES							
1856	PROMOS 911 INC	11674	0	CUSTOM JUNIOR FIRE HELMETS	963.14	963.14	09/09/2024
Total 10.521.21.311 PROGRAM SUPPLIES:					963.14	963.14	
10.521.22.202 TRAINING & CONFERENCES							
49	ROMEOVILLE FIRE ACADEMY, VILLAG	2024-475	0	INSTRUCTOR II - CLAIRARDIN	400.00	400.00	09/09/2024
Total 10.521.22.202 TRAINING & CONFERENCES:					400.00	400.00	
10.521.22.301 UNIFORMS							
366	ENTENMANN-ROVIN COMPANY	0182774	0	BADGES, DC, LT AND FF	1,162.65	1,162.65	09/09/2024

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
7793	FIREGROUND SUPPLY INC	26721	0	GUBBINS PATCHES	64.70	64.70	09/09/2024
7793	FIREGROUND SUPPLY INC	27371	0	ELSE- FF EASY ESCAPE BOOTS	179.99	179.99	09/09/2024
Total 10.521.22.301 UNIFORMS:					1,407.34	1,407.34	
Total FIRE:					9,598.83	9,598.83	

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	09012024	0	HEALTH INSURANCE; SEPT 2024	32,955.04	32,955.04	09/05/2024
5319	VISION SERVICE PLAN	821010272	0	VISION PREMIUMS 8.2024	248.88	248.88	09/05/2024
Total 10.523.02.250 EMPLOYEE BENEFITS:					33,203.92	33,203.92	
Total AMBULANCE/PARAMEDIC:					33,203.92	33,203.92	

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	09012024	0	HEALTH INSURANCE; SEPT 2024	21,315.92	21,315.92	09/05/2024
5319	VISION SERVICE PLAN	821010272	0	VISION PREMIUMS 8.2024	157.10	157.10	09/05/2024
Total 10.525.01.250 EMPLOYEE BENEFITS:					21,473.02	21,473.02	
10.525.25.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0317063000 7/2024	0	STREETLIGHTS 2; 7/9-8/7/24	44.49	44.49	09/09/2024
237	COMMONWEALTH EDISON CO	1762511222 7/2024	0	889 W NO STREETLIGHTS; 7/10-8/8/24	50.22	50.22	09/09/2024
237	COMMONWEALTH EDISON CO	6715885000 7/2024	0	STREETLIGHTS 1; 7/4-8/4/24	158.43	158.43	09/09/2024
Total 10.525.25.219 UTILITY - ELECTRIC:					253.14	253.14	
Total STREET:					21,726.16	21,726.16	
Total CORPORATE FUND:					315,075.74	315,075.74	

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	91830	0	LEGAL SERVICES ST CHARLES TIF JULY 2024	2,759.25	2,759.25	09/09/2024
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:					2,759.25	2,759.25	
Total GENERAL:					2,759.25	2,759.25	
Total TIF 4 FUND - ST. CHARLES RD:					2,759.25	2,759.25	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.210508 ESCROW: REC RENTAL DEPOSITS							
14010	KING, ALICIA	77095853	0	CHECK REFUND	125.00	125.00	09/09/2024
Total 35.210508 ESCROW: REC RENTAL DEPOSITS:					125.00	125.00	
Total :					125.00	125.00	

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	09012024	0	HEALTH INSURANCE; SEPT 2024	13,608.21	13,608.21	09/05/2024
5319	VISION SERVICE PLAN	821010272	0	VISION PREMIUMS 8.2024	93.33	93.33	09/05/2024
Total 35.502.01.250 EMPLOYEE BENEFITS:					13,701.54	13,701.54	
35.502.01.317 OFFICE SUPPLIES							
1818	GARVEY'S OFFICE PRODUCTS	PINV2607663	0	OFFICE SUPPLIES	55.18	55.18	09/09/2024
6423	GORDON FLESCH CO. INC	IN14812830	0	OFFICE SUPPLIES	88.37	88.37	09/09/2024
Total 35.502.01.317 OFFICE SUPPLIES:					143.55	143.55	
35.502.16.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	8974419000 7/2024	0	TENNIS CRTS; 7/8-8/6/24	164.18	164.18	09/09/2024
Total 35.502.16.219 UTILITY - ELECTRIC:					164.18	164.18	
35.502.35.299 OTHER CONTRACTUAL SERVICES							
13782	POPE, ANGELINE E.	VP00002	0	SSS PERFORMER MISS ANGIES MUSIC	250.00	250.00	09/03/2024
Total 35.502.35.299 OTHER CONTRACTUAL SERVICES:					250.00	250.00	
Total GENERAL:					14,259.27	14,259.27	
Total RECREATION FUND:					14,384.27	14,384.27	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0559540100 7/2024	0	TWIN LAKES; 6/27-7/29/24	41.52	41.52	09/09/2024
237	COMMONWEALTH EDISON CO	5093259000 7/2024	0	ROTARY PARK; 7/9-8/7/24	35.64	35.64	09/09/2024
Total 36.502.01.219 UTILITY - ELECTRIC:					77.16	77.16	
36.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	09012024	0	HEALTH INSURANCE; SEPT 2024	13,914.81	13,914.81	09/05/2024
5319	VISION SERVICE PLAN	821010272	0	VISION PREMIUMS 8.2024	82.96	82.96	09/05/2024
Total 36.502.01.250 EMPLOYEE BENEFITS:					13,997.77	13,997.77	
36.502.02.299 OTHER CONTRACTUAL SERVICES							
13965	LANGTON GROUP	60536	0	NORTH AVE, FD 81, FD 82, GW TRAIL BEDS	1,140.00	1,140.00	09/09/2024
13965	LANGTON GROUP	60536	0	ARDMORE AVE BEDS & BRIDGE	840.00	840.00	09/09/2024
8965	V3 COMPANIES OF ILLINOIS	000000724139	0	TWIN LAKES NATIVE AREA MAINTENANCE - 2024 S	620.00	620.00	09/09/2024
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:					2,600.00	2,600.00	
36.502.02.399 OTHER SUPPLIES							
1008	TERRACE SUPPLY COMPANY	0001062439	0	CYLINDER RENTAL	19.53	19.53	09/09/2024
1008	TERRACE SUPPLY COMPANY	0001062440	0	CYLINDER RENTAL	13.02	13.02	09/09/2024
Total 36.502.02.399 OTHER SUPPLIES:					32.55	32.55	
36.502.02.401 CAPITAL OUTLAY							
470	ANDERSON LOCK	7114219	0	LUFKIN PARK LOCKS	2,783.92	2,783.92	09/09/2024
10205	COMED	WD240321	0	LUFKIN PARK COMED ELECTRICAL CONNECTION	1,996.09	1,996.09	09/09/2024
13987	LANDSCAPE STRUCTURES INC	INV-150340	0	GRANDIOSO CHIMES	8,195.00	8,195.00	09/09/2024
13987	LANDSCAPE STRUCTURES INC	INV-150340	0	KETTLE DRUM	1,965.00	1,965.00	09/09/2024
13987	LANDSCAPE STRUCTURES INC	INV-150340	0	GOBLET DRUM	1,965.00	1,965.00	09/09/2024
13987	LANDSCAPE STRUCTURES INC	INV-150340	0	DISCOUNT	728.00-	728.00-	09/09/2024
13987	LANDSCAPE STRUCTURES INC	INV-150340	0	SHIPPING	1,165.00	1,165.00	09/09/2024
Total 36.502.02.401 CAPITAL OUTLAY:					17,342.01	17,342.01	
Total GENERAL:					34,049.49	34,049.49	
Total PARKS FUND:					34,049.49	34,049.49	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	2336708000 7/2024	0	JEFF POOL; 7/10-8/8/24	1,643.46	1,643.46	09/09/2024
Total 41.502.01.219 UTILITY - ELECTRIC:					1,643.46	1,643.46	
41.502.03.325 GENERAL EQUIPMENT PARTS							
1068	VILLA PARK ELECTRIC SUPPLY CO	266009-00	0	START/STOP BUTTON FOR POOL SLIDE	207.74	207.74	09/09/2024
Total 41.502.03.325 GENERAL EQUIPMENT PARTS:					207.74	207.74	
Total GENERAL:					1,851.20	1,851.20	
Total SWIMMING POOL FUND:					1,851.20	1,851.20	

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	09012024	0	HEALTH INSURANCE; SEPT 2024	3,847.06	3,847.06	09/05/2024
5319	VISION SERVICE PLAN	821010272	0	VISION PREMIUMS 8.2024	41.48	41.48	09/05/2024
Total 60.502.02.250 EMPLOYEE BENEFITS:					3,888.54	3,888.54	
Total GENERAL:					3,888.54	3,888.54	
Total STREET IMPROVEMENT FUND:					3,888.54	3,888.54	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY							
12730	APPLIED CONCEPTS INC.	443392	0	ANTENNA CABLE FOR SQUAD	183.58	183.58	09/09/2024
Total 65.502.02.401 CAPITAL OUTLAY:					183.58	183.58	
65.502.02.402 NON-CAPITAL OUTLAY							
13861	COMMAND CABINETS DIRECT LLC	53526	0	40WX24DX21H COMMAND CABINETS, UTILITY DR	3,323.00	3,323.00	09/09/2024
12587	MAC'S FIRE & SAFETY INC.	131534	0	HOSE REPLACEMENT	4,709.33	4,709.33	09/09/2024
Total 65.502.02.402 NON-CAPITAL OUTLAY:					8,032.33	8,032.33	
Total GENERAL:					8,215.91	8,215.91	
Total EQUIPMENT REPLACEMENT FUND:					8,215.91	8,215.91	

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	09012024	0	HEALTH INSURANCE; SEPT 2024	15,763.60	15,763.60	09/05/2024
5319	VISION SERVICE PLAN	821010272	0	VISION PREMIUMS 8.2024	82.96	82.96	09/05/2024
Total 82.502.01.250 EMPLOYEE BENEFITS:					15,846.56	15,846.56	
82.502.02.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	1698436000 7/2024	0	WTR/SWR; 7/9-8/7/24	91.90	91.90	09/09/2024
237	COMMONWEALTH EDISON CO	2710425000 7/2024	0	520 N PRINCETON; 7/11-8/11/24	75.83	75.83	09/09/2024
237	COMMONWEALTH EDISON CO	4560886000 7/2024	0	WELL #2; 7/9-8/7/24	26.30	26.30	09/09/2024
237	COMMONWEALTH EDISON CO	5004281222 7/2024	0	CENTRAL PUMPING STN; 7/11-8/9/24	599.62	599.62	09/09/2024
Total 82.502.02.219 UTILITY - ELECTRIC:					793.65	793.65	
82.502.02.399 OTHER SUPPLIES							
6618	CORE & MAIN	V454352	0	TAPPING GREASE	64.95	64.95	09/09/2024
Total 82.502.02.399 OTHER SUPPLIES:					64.95	64.95	
Total GENERAL:					16,705.16	16,705.16	
Total WATER SUPPLY FUND:					16,705.16	16,705.16	

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	09012024	0	HEALTH INSURANCE; SEPT 2024	3,121.95	3,121.95	09/05/2024
5319	VISION SERVICE PLAN	821010272	0	VISION PREMIUMS 8.2024	10.37	10.37	09/05/2024
Total 83.502.01.250 EMPLOYEE BENEFITS:					3,132.32	3,132.32	
83.502.02.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	2251554000 7/2024	0	NORTH & YALE; 7/29-8/27/24	215.03	215.03	09/09/2024
237	COMMONWEALTH EDISON CO	3809847000 7/2024	0	WESTLANDS LIFT STN; 7/11-8/9/24	43.96	43.96	09/09/2024
237	COMMONWEALTH EDISON CO	4884025000 7/2024	0	900 N VILLA; 7/29-8/27/24	226.95	226.95	09/09/2024
237	COMMONWEALTH EDISON CO	5730356000 7/2024	0	S VILLA LIFT STN; 7/11-8/9/24	878.08	878.08	09/09/2024
237	COMMONWEALTH EDISON CO	7378463000 7/2024	0	RT 83 LIFT STN; 7/11-8/9/24	49.00	49.00	09/09/2024
237	COMMONWEALTH EDISON CO	9519484000 7/2024	0	YALE/RIDGE LIFT STN; 7/11-8/9/24	62.43	62.43	09/09/2024
Total 83.502.02.219 UTILITY - ELECTRIC:					1,475.45	1,475.45	
83.502.02.224 PERMIT FEE REIMBURSEMENT							
14005	MEYERS, ASHLEIGH	SEWER REIMB	0	PERMIT FEE REIMB	200.00	200.00	09/09/2024
14012	RUTZ, GLENN	SEWER REIMB	0	PERMIT FEE REIMB	200.00	200.00	09/09/2024
Total 83.502.02.224 PERMIT FEE REIMBURSEMENT:					400.00	400.00	
83.502.02.302 CHEMICALS							
33	ALEXANDER CHEMICAL CORP	85594	0	WWFTF CHLORINE RENTAL FEES	60.00	60.00	09/09/2024
Total 83.502.02.302 CHEMICALS:					60.00	60.00	
83.502.02.401 CAPITAL OUTLAY							
13010	BLED SOE, WILLIAM	SEWER DAMAGE	0	SEWER DAMAGE REIMB - 406 S SUMMIT	8,794.21	8,794.21	09/09/2024
14005	MEYERS, ASHLEIGH	SEWER REIMB	0	SEWER REIMB - 442 N WESTMORE	3,500.00	3,500.00	09/09/2024
14012	RUTZ, GLENN	SEWER REIMB	0	SEWER REIMB - 406 S SUMMIT AVE	3,500.00	3,500.00	09/09/2024
Total 83.502.02.401 CAPITAL OUTLAY:					15,794.21	15,794.21	
Total GENERAL:					20,861.98	20,861.98	
Total WASTEWATER FUND:					20,861.98	20,861.98	
Grand Totals:					417,791.54	417,791.54	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
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	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>315,075.74</u>
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	<u>2,759.25</u>
RECREATION FUND	
Total RECREATION FUND:	<u>14,384.27</u>
PARKS FUND	
Total PARKS FUND:	<u>34,049.49</u>
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	<u>1,851.20</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>3,888.54</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>8,215.91</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>16,705.16</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>20,861.98</u>
Grand Totals:	<u><u>417,791.54</u></u>

Amount Paid

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

DATE 9/9/24 APPROVED BY 


Report Criteria:
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF0909","0903 INT","0905 INT"



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on September 23, 2024

Covering weekly check runs dated for:

September 16, 2024/CY24..... \$491,307.10

1 of 1

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "WF0916"

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

[Report].Voided = {<>}

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
01.110050	UTILITY CASH CLEARING						
11342	MYERS, JAMES	12-09920-13	OVRP	0 OVERPAYMENT REFUND	1,659.98	.00	
Total 01.110050 UTILITY CASH CLEARING:					1,659.98	.00	
Total :					1,659.98	.00	
Total CASH ALLOCATIONS FUND:					1,659.98	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.190515 DUE TO/FROM LIBRARY (BENEFITS)							
11466	THE HORTON GROUP INC	120723	0	WELLNESS VIRGIN PULSE; JULY 2024	52.69 ✓	.00	
11466	THE HORTON GROUP INC	121863	0	WELLNESS VIRGIN PULSE; JULY 2024	89.75 ✓	.00	
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):					142.44	.00	
10.231145 P&Z DEPOSIT: MISCELLANEOUS							
13618	DOERING REPORTING INC	2763	0	PZ-24-12 MINUTES 8-8-24	320.00 ✓	.00	
Total 10.231145 P&Z DEPOSIT: MISCELLANEOUS:					320.00	.00	
10.40002 PERS PROP REPLACEMENT TAXES							
10834	VILLA PARK PUBLIC LIBRARY	AUG 2024 PPRT	0	TO REIMBURSE PPRT - AUGUST 2024	4,047.03 ✓	.00	
Total 10.40002 PERS PROP REPLACEMENT TAXES:					4,047.03	.00	
Total :					4,509.47	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.655 PLANNING & ZONING COMMISSION							
13618	DOERING REPORTING INC	2763	0	DISCUSSION MINUTES 8-8-24	250.00	.00	
13618	DOERING REPORTING INC	2763	0	GENERAL MINUTES 8-8-24	240.00	.00	
Total 10.511.00.655 PLANNING & ZONING COMMISSION:					490.00	.00	
Total PUBLIC AFFAIRS:					490.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.00.303 DUES & PUBLICATIONS							
4125	KIWANIS CLUB OF VILLA PARK	25-106	0	ANNUAL KIWANIS MEMBERSHIP FOR MATT HARLI	150.00 ✓	.00	
4125	KIWANIS CLUB OF VILLA PARK	25-130	0	C. WAGNER ANNUAL DUES OCT 2024 - OCT 2025	150.00 ✓	.00	
Total 10.512.00.303 DUES & PUBLICATIONS:					300.00	.00	
10.512.01.299 OTHER CONTRACTUAL SERVICES							
6849	CURRENT TECHNOLOGIES CORP	735128	0	IT CONSULTANT	36.25 ✓	.00	
12755	KNO2 LLC	42066	0	MONTHLY LINE AND DOMESTIC PAGES	2.00 ✓	.00	
12755	KNO2 LLC	42419	0	ANNUAL FEE	720.00 ✓	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					758.25	.00	
Total MANAGER:					1,058.25	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.299 OTHER CONTRACTUAL SERVICES							
11355	AMERICAN PRINTING TECHNOLOGIE	24-VP08	0	PRODUCTION SVCS UTIL BILL RUN#8 2024	208.35	.00	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:					208.35	.00	
Total FINANCE:					208.35	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.289 INSPECTORS FEES							
13523	CHADA, MICHAEL	August 2024	0	PLUMBING INSPECTIONS AUGUST 2024	1,140.00 ✓	.00	
Total 10.514.00.289 INSPECTORS FEES:					1,140.00	.00	
10.514.00.317 OFFICE SUPPLIES							
8205	POSITIVE IMPRESSIONS	PJJ-6667	0	NAME PLATES	103.36 ✓	.00	
Total 10.514.00.317 OFFICE SUPPLIES:					103.36	.00	
Total COMMUNITY DEVELOPMENT:					1,243.36	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.210 TELEPHONE							
13810	GRANITE TELECOMMUNICATIONS LL	658460446 9/24	0	PHONE SERVICE; 9/1-9/30/24	1,230.18 ✓	.00	
Total 10.515.00.210 TELEPHONE:					1,230.18	.00	
10.515.00.250 EMPLOYEE BENEFITS							
11466	THE HORTON GROUP INC	120723	0	WELLNESS VIRGIN PULSE; JULY 2024	70.25 ✓	.00	
11466	THE HORTON GROUP INC	121863	0	WELLNESS VIRGIN PULSE; JULY 2024	119.66 ✓	.00	
13340	WEX HEALTH INC.	0001902438	0	FSA - MONTHLY	203.00 ✓	.00	
13340	WEX HEALTH INC.	0001942175	0	FSA - MONTHLY	180.99 ✓	.00	
13340	WEX HEALTH INC.	0001960021	0	FSA - MONTHLY	180.99 ✓	.00	
13340	WEX HEALTH INC.	0001977405	0	FSA - MONTHLY	188.78 ✓	.00	
13340	WEX HEALTH INC.	0001994952	0	FSA - MONTHLY	188.78 ✓	.00	
Total 10.515.00.250 EMPLOYEE BENEFITS:					1,132.45	.00	
10.515.00.317 OFFICE SUPPLIES							
9886	PRINTSMART PRINTING &	38016	0	#9 WINDOW ENVELOPES, #10 WINDOW ENVELOP	635.00 ✓	.00	
7523	RUNCO OFFICE SUPPLY	949409-0	0	POST IT FLAGS, CALENDARS	46.34 ✓	.00	
Total 10.515.00.317 OFFICE SUPPLIES:					681.34	.00	
Total CENTRAL SERVICES:					3,043.97	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.299 OTHER CONTRACTUAL SERVICES							
12303	TOTAL PARKING SOLUTIONS	106843	0	FLOWBIRD WEB PERMITS	38.00	.00	
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:					38.00	.00	
Total COMMUTER PARKING LOT:					38.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.250 EMPLOYEE BENEFITS							
11466	THE HORTON GROUP INC	120723	0	WELLNESS VIRGIN PULSE; JULY 2024	10.54 ✓	.00	
11466	THE HORTON GROUP INC	121863	0	WELLNESS VIRGIN PULSE; JULY 2024	17.95 ✓	.00	
Total 10.518.00.250 EMPLOYEE BENEFITS:					28.49	.00	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS							
13651	BRAD MANNING FORD INC	260618	0	PD 158 2 TIRE SENSORS	125.44 ✓	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					125.44	.00	
Total GARAGE:					153.93	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.519.00.317 OFFICE SUPPLIES							
8205	POSITIVE IMPRESSIONS	PJJ-6667	0	NAME PLATES	52.00	.00	
Total 10.519.00.317 OFFICE SUPPLIES:					52.00	.00	
Total ENGINEERING:					52.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.250 EMPLOYEE BENEFITS							
11466	THE HORTON GROUP INC	120723	0	WELLNESS VIRGIN PULSE; JULY 2024	165.09 ✓	.00	
11466	THE HORTON GROUP INC	121863	0	WELLNESS VIRGIN PULSE; JULY 2024	281.21 ✓	.00	
Total 10.520.01.250 EMPLOYEE BENEFITS:					446.30	.00	
Total POLICE:					446.30	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.250 EMPLOYEE BENEFITS							
11466	THE HORTON GROUP INC	120723	0	WELLNESS VIRGIN PULSE; JULY 2024	10.54 ✓	.00	
11466	THE HORTON GROUP INC	121863	0	WELLNESS VIRGIN PULSE; JULY 2024	17.95 ✓	.00	
Total 10.521.01.250 EMPLOYEE BENEFITS:					28.49	.00	
10.521.01.299 OTHER CONTRACTUAL SERVICES							
11329	LYONS, STEVE	05.24-08.24	0	TUITION REIMBURSEMENT	1,008.00 ✓	.00	
13824	ZIPS CAR WASH LLC	INV105114	0	VEHICLE WASHES	9.00 ✓	.00	
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:					1,017.00	.00	
10.521.01.303 DUES & PUBLICATIONS							
4125	KIWANIS CLUB OF VILLA PARK	25-121	0	MITSUKA- ANNUAL DUES	150.00 ✓	.00	
4125	KIWANIS CLUB OF VILLA PARK	25-124	0	RUIZ-ANNUAL DUES	150.00 ✓	.00	
4125	KIWANIS CLUB OF VILLA PARK	25-128	0	STAPLETON-ANNUAL CLUB DUES	150.00 ✓	.00	
4125	KIWANIS CLUB OF VILLA PARK	25-134	0	REPOSH- ANNUAL DUES	150.00 ✓	.00	
Total 10.521.01.303 DUES & PUBLICATIONS:					600.00	.00	
10.521.01.314 JANITORIAL SUPPLIES							
6334	STATE INDUSTRIAL PRODUCTS	903473843	0	ECOLUTION HYPOALLERGENIC LAUNDRY ST 81	293.49 ✓	.00	
Total 10.521.01.314 JANITORIAL SUPPLIES:					293.49	.00	
10.521.01.317 OFFICE SUPPLIES							
1075	VILLA PARK OFFICE EQUIPMENT	80197	0	DC82 REPLACEMENT CHAIR	495.99 ✓	.00	
Total 10.521.01.317 OFFICE SUPPLIES:					495.99	.00	
10.521.21.202 TRAINING & CONFERENCES							
9727	ADDISON FIRE PROTECTION DIST#1	107 CPR	0	BLS INSTRUCTOR COURSE- BOROWICK	300.00 ✓	.00	
Total 10.521.21.202 TRAINING & CONFERENCES:					300.00	.00	
10.521.22.299 OTHER CONTRACTUAL SERVICES							
30	AIR ONE EQUIPMENT INC	210797	0	SCBA REPAIR HOUSING ASSY	177.32 ✓	.00	
Total 10.521.22.299 OTHER CONTRACTUAL SERVICES:					177.32	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.22.301 UNIFORMS							
30	AIR ONE EQUIPMENT INC	205797	0	GEAR REPAIR,CLAIRARDIN,FILLIPP	497.50	.00	
30	AIR ONE EQUIPMENT INC	210842	0	CAIRNS HELMET W/DC82	390.00	.00	
30	AIR ONE EQUIPMENT INC	210886	0	SANDENO-BUNKER GEAR	3,627.00	.00	
Total 10.521.22.301 UNIFORMS:					4,514.50	.00	
Total FIRE:					7,426.79	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.250 EMPLOYEE BENEFITS							
11466	THE HORTON GROUP INC	120723	0	WELLNESS VIRGIN PULSE; JULY 2024	84.30 ✓	.00	
11466	THE HORTON GROUP INC	121863	0	WELLNESS VIRGIN PULSE; JULY 2024	143.59 ✓	.00	
Total 10.523.02.250 EMPLOYEE BENEFITS:					227.89	.00	
10.523.02.299 OTHER CONTRACTUAL SERVICES							
8745	STRYKER SALES CORPORATION	9204677230	0	RAINBOW REUSABLE SENSOR	732.56 ✓	.00	
Total 10.523.02.299 OTHER CONTRACTUAL SERVICES:					732.56	.00	
Total AMBULANCE/PARAMEDIC:					960.45	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.524.02.299 OTHER CONTRACTUAL SERVICES							
13356	LAKESHORE RECYCLING SYSTEMS	5244744	0	TRASH & BRUSH REMOVAL AUGUST 2024	153,303.15 ✓	.00	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:					153,303.15	.00	
Total GARBAGE:					153,303.15	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.250 EMPLOYEE BENEFITS							
11466	THE HORTON GROUP INC	120723	0	WELLNESS VIRGIN PULSE; JULY 2024	35.13 ✓	.00	
11466	THE HORTON GROUP INC	121863	0	WELLNESS VIRGIN PULSE; JULY 2024	59.83 ✓	.00	
Total 10.525.01.250 EMPLOYEE BENEFITS:					94.96	.00	
10.525.25.395 STREET SIGN MATERIALS							
11820	TAPCO	1786073	0	2-BATTERY PAVKS, LEGACY 9-WIRE	516.01 ✓	.00	
Total 10.525.25.395 STREET SIGN MATERIALS:					516.01	.00	
10.525.27.399 OTHER SUPPLIES							
672	MCCANN INDUSTRIES INC	P12936	0	10GA MESH 8'X15' MATS, STAKES	151.20 ✓	.00	
Total 10.525.27.399 OTHER SUPPLIES:					151.20	.00	
Total STREET:					762.17	.00	
Total CORPORATE FUND:					173,696.19	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.210508 ESCROW: REC RENTAL DEPOSITS							
14014	WOOD, CHRISTINE	77494465	0	PARTY TRAILER DEPOSIT REFUND	100.00	.00	
Total 35.210508 ESCROW: REC RENTAL DEPOSITS:					100.00	.00	
Total :					100.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.210 TELEPHONE							
13810	GRANITE TELECOMMUNICATIONS LL	658460446 9/24	0	PHONE SERVICE; 9/1-9/30/24	289.36 ✓	.00	
Total 35.502.01.210 TELEPHONE:					289.36	.00	
35.502.01.250 EMPLOYEE BENEFITS							
11466	THE HORTON GROUP INC	120723	0	WELLNESS VIRGIN PULSE; JULY 2024	38.64 ✓	.00	
11466	THE HORTON GROUP INC	121863	0	WELLNESS VIRGIN PULSE; JULY 2024	65.81 ✓	.00	
Total 35.502.01.250 EMPLOYEE BENEFITS:					104.45	.00	
35.502.01.295 SUMMER FESTIVAL							
1406	VILLA PARK LIONS CLUB	09042024	0	50% BEER SALES FROM SUMMERFEST	2,089.50 ✓	.00	
Total 35.502.01.295 SUMMER FESTIVAL:					2,089.50	.00	
35.502.01.317 OFFICE SUPPLIES							
1818	GARVEY'S OFFICE PRODUCTS	PINV2610005	0	ICC OFFICE SUPPLIES	59.57 ✓	.00	
Total 35.502.01.317 OFFICE SUPPLIES:					59.57	.00	
35.502.35.281 RENTAL OF EQUIPMENT							
11835	LRS LLC	PS618884	0	CY24 PORTABLE RESTROOM @ TOT LOT	300.00 ✓	.00	
Total 35.502.35.281 RENTAL OF EQUIPMENT:					300.00	.00	
35.502.35.299 OTHER CONTRACTUAL SERVICES							
13168	COACHFINDER.SOCCER LLC	08222024	0	CY24 SUMMER SOCCER CAMP CONTRACTUAL PR	1,320.00 ✓	.00	
13233	LABOUNTY, KIMBERLY	VPPR1018	0	CY24 CONTRACTUAL YOGA IN THE PARK INSTRU	477.25 ✓	.00	
Total 35.502.35.299 OTHER CONTRACTUAL SERVICES:					1,797.25	.00	
35.502.36.299 OTHER CONTRACTUAL SERVICES							
5752	AMERICAN RED CROSS	0824	0	CY24 CONTRACTUAL CERTIFICATION W AMERICA	230.00 ✓	.00	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					230.00	.00	
35.502.36.311 PROGRAM SUPPLIES							
4198	PARAMOUNT THEATRE	05212025	0	DEPOSIT FOR 05.21.25 SENIOR TRIP LUNCH & PR	290.00 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 35.502.36.311 PROGRAM SUPPLIES:					290.00	.00	
Total GENERAL:					5,160.13	.00	
Total RECREATION FUND:					5,260.13	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.210 TELEPHONE							
13810	GRANITE TELECOMMUNICATIONS LL	658460446 9/24	0	PHONE SERVICE; 9/1-9/30/24	52.46 ✓	.00	
Total 36.502.01.210 TELEPHONE:					52.46	.00	
36.502.01.250 EMPLOYEE BENEFITS							
11466	THE HORTON GROUP INC	120723	0	WELLNESS VIRGIN PULSE; JULY 2024	28.10 ✓	.00	
11466	THE HORTON GROUP INC	121863	0	WELLNESS VIRGIN PULSE; JULY 2024	47.86 ✓	.00	
Total 36.502.01.250 EMPLOYEE BENEFITS:					75.96	.00	
36.502.02.299 OTHER CONTRACTUAL SERVICES							
12815	SOLITUDE LAKE MANAGEMENT LLC	PSI094343	0	NORTH TERRACE POND MAINTENANCE	300.56 ✓	.00	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:					300.56	.00	
Total GENERAL:					428.98	.00	
Total PARKS FUND:					428.98	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.210 TELEPHONE							
13810	GRANITE TELECOMMUNICATIONS LL	658460446 9/24	0	PHONE SERVICE; 9/1-9/30/24	49.07 ✓	.00	
Total 41.502.01.210 TELEPHONE:					49.07	.00	
Total GENERAL:					49.07	.00	
Total SWIMMING POOL FUND:					49.07	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.250 EMPLOYEE BENEFITS							
11466	THE HORTON GROUP INC	120723	0	WELLNESS VIRGIN PULSE; JULY 2024	10.54	.00	
11466	THE HORTON GROUP INC	121863	0	WELLNESS VIRGIN PULSE; JULY 2024	18.46	.00	
Total 60.502.02.250 EMPLOYEE BENEFITS:					29.00	.00	
Total GENERAL:					29.00	.00	
Total STREET IMPROVEMENT FUND:					29.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.402 NON-CAPITAL OUTLAY							
6162	FOSTER COACH SALES INC	27945	0	CHEVRONS,LETTERING FOR E81	2,750.00	.00	
Total 65.502.02.402 NON-CAPITAL OUTLAY:					2,750.00	.00	
Total GENERAL:					2,750.00	.00	
Total EQUIPMENT REPLACEMENT FUND:					2,750.00	.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	0150549-IN	0	JEFFERSON POOL VACUUM REPAIR	134.85 ✓	.00	
13827	GREENGARD INC	0033549	0	CONSTRUCTION SITE SURVEY AND LAYOUT - NE	1,530.00 ✓	.00	
Total 67.502.02.401 CAPITAL OUTLAY:					1,664.85	.00	
Total GENERAL:					1,664.85	.00	
Total BUILDING IMPROVEMENTS FUND:					1,664.85	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
68.502.02.399 OTHER SUPPLIES							
14013	ORLOWSKI, MIKE	932024	0	RAIN BARREL REIMBURSEMENT	40.00	.00	
Total 68.502.02.399 OTHER SUPPLIES:					40.00	.00	
Total GENERAL:					40.00	.00	
Total STORMWATER BUYOUT FUND:					40.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.210 TELEPHONE							
13810	GRANITE TELECOMMUNICATIONS LL	658460446 9/24	0	PHONE SERVICE; 9/1-9/30/24	35.54 ✓	.00	
Total 82.502.01.210 TELEPHONE:					35.54	.00	
82.502.01.250 EMPLOYEE BENEFITS							
11466	THE HORTON GROUP INC	120723	0	WELLNESS VIRGIN PULSE; JULY 2024	24.59 ✓	.00	
11466	THE HORTON GROUP INC	121863	0	WELLNESS VIRGIN PULSE; JULY 2024	41.88 ✓	.00	
Total 82.502.01.250 EMPLOYEE BENEFITS:					66.47	.00	
82.502.01.299 OTHER CONTRACTUAL SERVICES							
11355	AMERICAN PRINTING TECHNOLOGIE	24-VP08	0	PRODUCTION SVCS UTIL BILL RUN#8 2024	208.35 ✓	.00	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:					208.35	.00	
82.502.01.321 PURCHASE OF WATER							
330	DUPAGE WATER COMMISSION	August 2024 Pumpa	0	AUGUST WATER PUMPAGE 2024	279,920.70 ✓	.00	
Total 82.502.01.321 PURCHASE OF WATER:					279,920.70	.00	
82.502.02.354 WATER METERS							
6618	CORE & MAIN	V488037	0	3/4S IPERL 1G 3-TS 7WHL SM & SMARTPOINTS	19,589.00 ✓	.00	
Total 82.502.02.354 WATER METERS:					19,589.00	.00	
Total GENERAL:					299,820.06	.00	
Total WATER SUPPLY FUND:					299,820.06	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.210 TELEPHONE							
13810	GRANITE TELECOMMUNICATIONS LL	658460446 9/24	0	PHONE SERVICE; 9/1-9/30/24	35.54 ✓	.00	
Total 83.502.01.210 TELEPHONE:					35.54	.00	
83.502.01.250 EMPLOYEE BENEFITS							
11466	THE HORTON GROUP INC	120723	0	WELLNESS VIRGIN PULSE; JULY 2024	24.59 ✓	.00	
11466	THE HORTON GROUP INC	121863	0	WELLNESS VIRGIN PULSE; JULY 2024	41.88 ✓	.00	
Total 83.502.01.250 EMPLOYEE BENEFITS:					66.47	.00	
83.502.01.299 OTHER CONTRACTUAL SERVICES							
11355	AMERICAN PRINTING TECHNOLOGIE	24-VP08	0	PRODUCTION SVCS UTIL BILL RUN#8 2024	208.35 ✓	.00	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:					208.35	.00	
83.502.02.224 PERMIT FEE REIMBURSEMENT							
13996	BREIDENBACH, KEVIN	SEWER REIMB	0	PERMIT FEE REIMB	250.00 ✓	.00	
Total 83.502.02.224 PERMIT FEE REIMBURSEMENT:					250.00	.00	
83.502.02.299 OTHER CONTRACTUAL SERVICES							
6618	CORE & MAIN	V458326	0	28' OF 15" PVC SDR26, 2 15" CLAY/PVC COUPLING	1,789.48 ✓	.00	
12822	LEE JENSEN SALES CO., INC.	0013830-01	0	RENTAL 12"-24" TEST PLUG, 6"X50' PVC DISCHAR	59.00 ✓	.00	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:					1,848.48	.00	
83.502.02.401 CAPITAL OUTLAY							
13996	BREIDENBACH, KEVIN	SEWER REIMB	0	SEWER REIMB - 744 S ARDMORE	3,500.00 ✓	.00	
Total 83.502.02.401 CAPITAL OUTLAY:					3,500.00	.00	
Total GENERAL:					5,908.84	.00	
Total WASTEWATER FUND:					5,908.84	.00	
Grand Totals:					491,307.10	.00	

	<u>Amount Paid</u>
CASH ALLOCATIONS FUND	
Total CASH ALLOCATIONS FUND:	<u>1,659.98</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>173,696.19</u>
RECREATION FUND	
Total RECREATION FUND:	<u>5,260.13</u>
PARKS FUND	
Total PARKS FUND:	<u>428.98</u>
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	<u>49.07</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>29.00</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>2,750.00</u>
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	<u>1,664.85</u>
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	<u>40.00</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>299,820.06</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>5,908.84</u>

Grand Totals:

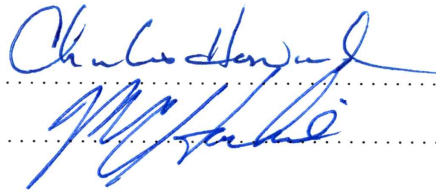
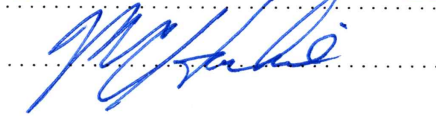
Amount Paid491,307.10

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

DATE

9/11/24

APPROVED BY

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF0916"

VILLAGE OF VILLA PARK

Board Room Chambers

Village Hall

20 S. Ardmore Avenue

Villa Park, IL 60181

Public Hearing

September 9, 2024

5:45 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 PUBLIC HEARING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF
TRUSTEES OF THE VILLAGE OF VILLA PARK ON
SEPTEMBER 9, 2024

PUBLIC NOTICE

Public notice is hereby given that the Village of Villa Park, DuPage County, Illinois, will hold a public hearing at the date and time listed. The hearing will be held in the Village Hall Board Chambers, Second Floor, located at 20 S. Ardmore Avenue Villa Park, Illinois. The purpose of the hearing is as follow:

1. Call Meeting to Order.

President Cuzzone called the meeting to order.

2. Discussion.

The Village of Vila Park will be applying for funding assistance for two proposed projects under the Community Development Block Grant (CDBG) program. The first is the Twin Lakes Water Main Improvement Project; and the second is the Northwest Area Sidewalk Improvement Project.

The Community Development Block Grant, which is provided by the U.S. Department of Housing and Urban Development (HUD) and administered locally by the DuPage County Community Development Commission, could provide funding for up to one hundred percent (100%) of eligible construction costs if awarded.

Public Works Director Guerra gave a PowerPoint Presentation on the Twin Lakes Water Main and Northwest Area Sidewalk Improvement Projects. He also responded to questions from the Board.

3. Public Comments.

Resident Joe Amore spoke in support of the sidewalk improvement project.

Resident Allan Leishman spoke in support of the sidewalk project.

4. Adjournment.

President Cuzzone adjourned the meeting at 5:55 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk



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

Village Board of Trustees - Committee of the Whole

September 9, 2024

6:00 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 COMMITTEE OF THE WHOLE MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE
BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON
SEPTEMBER 9, 2024**

1. Call to Order – Roll Call.

President Cuzzone called the meeting order and Clerk Korynecky called the roll.
Trustees Corkery and Kumar were absent.

2. Pledge of Allegiance.

President Cuzzone led the Pledge of Allegiance.

3. Discussion.

3.a. Sugar Creek Golf Course.

Jim Rogers, Elmhurst Park District, will be in attendance to review the options moving forward on the balance created by investments made by the two golf course owners – the Village of Villa Park and the Elmhurst Park District. Those investments are \$1,420,706 by the Elmhurst Park District and \$614,786 by the Village of Villa Park.

Manager Harline provided an update on the options moving forward regarding investments created by the two golf course owners. He also referred to copies provided to the Board from the last golf course audit.

Jim Rogers addressed options and the forbearance to pay back the debt in the future, such as freezing the current debt amounts to a certain date. He also reviewed the golf course financial statement for year ending December 31, 2023, and the need for continued equipment maintenance and upkeep of the grounds and facilities. Jim Rogers and Finance Director Howard responded to questions from the Board. Parks and Recreation Director Gola provided additional information and responded to questions from the Board.

4. Public Comments.

There were no participants.

5. Adjournment.

Motion to adjourn was made by Trustee Kozar and seconded by Trustee Patrick. There were no questions, comments or discussion. Voice vote passed with all ayes. Meeting adjourned at 6:40 p.m.

Respectfully submitted,

Hosanna Korynecky



Next Ord. No. 4430
Next Reso. No. 24045

VILLAGE OF VILLA PARK

Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181

Village Board of Trustees

September 9, 2024

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 SEPTEMBER 9, 2024

1. Call to Order – Roll Call.

President Cuzzone called the meeting to order and Clerk Korynecky called the roll.
Trustees Corkery and Kumar were absent.

2. Pledge of Allegiance.

President Cuzzone led the Pledge of Allegiance.

3. Amendments to the Agenda.

4. Public Comments on Agenda Items.

Cheryl Tucker referred to Item 12.c and questioned if extending the liquor hours on October 13 is in the best interest of the residents.

Nancy Perlman referred to Item 12.d and asked the Board to postpone the vote on the ordinance.

Tina Chan referred to Item 12.d and cited her reasons for not approving the ordinance.

Ray Cesca referred to Item 12.d and cited his reasons for not approving the ordinance.

5. Public Comments on Non-Agenda Items.

Mike Murray referred to community mental health boards and asked residents to vote in favor of a Township tax to provide community mental health services on the November 5th ballot. He also provided Board members with a packet of information.

6. Proclamations.

6.a. Proclamation by President Cuzzone Recognizing September 15, 2024 through October 15, 2024 as National Hispanic Heritage Month 2024.

6.b. Proclamation by President Cuzzone Recognizing September 17-23, 2024 as Constitution Week in Villa Park, IL.

6.c. Proclamation by President Cuzzone Recognizing October 2024 as Arts DuPage Month in Villa Park, IL.

7. Presentation.

8. Appointment to Commission.

8.a. Community F.U.N. Commission

Appointment of Catherine Maywood as Commissioner for a term from appointment to April 30, 2025.

Motion to approve the appointment was made by Trustee Alfano and seconded by Trustee Patrick. There were no questions, comment or discussion. Roll call vote tallied five (5) ayes made by Trustees Kozar, Cordova, Alfano, Patrick and President Cuzzone. There were no nays. Motion carried.

9. Consent Agenda.

9.a. Bill Listing from the Weeks of August 26 and September 3, 2024 in the Amount of \$1,849,963.97.

9.b. Approval of the Minutes of August 26, 2024 Village Board of Trustees Meetings.

9.c. Acceptance of the Minutes of the August 3, 2024 Coffee with the Board.

Motion to approve Consent Agenda was made by Trustee Alfano and seconded by Trustee Cordova. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Patrick, Kozar, Alfano, Cordova and President Cuzzone. There were no nays. Motion carried.

10. Ordinance for First Reading.

10.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending the Villa Park Municipal Code to Expressly Include the Village of Villa Park with Respect to the Prohibition on the Use of Groundwater as a Potable Water Supply Within the Corporate Limits of the Village.

This ordinance amends the Village Code to prohibit the use of groundwater as a potable water supply by the installation or use of water wells for potable water or extracting potable water from groundwater by any other method within the corporate limits of the Village of Villa Park, including the Village of Villa Park. This ordinance exempts properties that have such wells in the corporate limits in existence prior to the effective date of this section. Staff recommends approval of the ordinance.

Motion to waive first reading was made by Trustee Patrick and seconded by Trustee Kozar. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Cordova, Patrick, Alfano, Kozar and President Cuzzone. There were no nays. Motion carried.

Motion to approve the ordinance was made by Trustee Patrick and seconded by Trustee Kozar. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Patrick, Cordova, Alfano, Kozar and President Cuzzone. There were no nays. Motion carried.

11. Ordinance for Second Reading.

11.a. An Ordinance of the Village of Villa Park, Illinois, DuPage County, Illinois, Adopting Various Amendments to the Villa Park Municipal Code (Implicating Chapters 2 "Administration", 3 "Alcoholic Liquor", 4 "Amusements", 7 "Buildings and Building Regulations", 9 "Fire Prevention and Protection", 10 "Garbage and Trash", 13 "Licenses, Permits and Business Regulations", 15 "Nuisances", 18 "Planning and Development", 25 "Water, Sewers and Sewage Disposal, 26 "Administrative Adjudication").

This ordinance will correct Commission names, personnel titles and department names utilized by the Village; eliminate the requirement of a court reporter for the Planning and Zoning Commission and eliminate the required deposits for Commission cases which are continued.

Motion to approve the ordinance was made by Trustee Cordova and seconded by Trustee Kozar. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Alfano, Patrick, Cordova, Kozar and President Cuzzone. There were no nays. Motion carried.

11.b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Section 3-313(A) of Chapter 3 of the Villa Park Municipal Code in Order to Increase By One the Maximum Number of Licenses Permitted Under the Class AAA Liquor License Classification.

This ordinance will add a Class AAA liquor license increasing the total to 4 Class AAA licenses. The Liquor Commissioner has approved the issuance of this license.

Motion to approve the ordinance was made by Trustee Cordova and seconded by Trustee Patrick. Discussion ensued on the business owner's liquor license approval. Attorney Wolf provided clarification on the responsibility of the Liquor Commissioner and the duties of the Liquor Commission. Economic and Community Development Director McLaughlin provided additional information on the business and responded to questions from the Board. Discussion ensued on gaming establishments in the Village. Attorney Wolf clarified that the Village has the right to prohibit gaming and to regulate gaming in the municipality. Discussion ensued on revenues generated by the gaming establishments in the Village.

Motion to postpone the ordinance to the September 23, 2024 meeting was made by Trustee Kozar and seconded by Trustee Patrick. Roll call vote tallied five (5) ayes made by Trustees Alfano, Patrick, Kozar, Cordova and President Cuzzone. There were no nays. Motion carried.

11.c. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Section 14-220 of the Villa Park Municipal Code Regarding Fines for Violations of Chapter 14 Regarding Motor Vehicles and Traffic.

This ordinance updates the fines associated with motor vehicle equipment violation for failure to wear a seat belt as provided for in the relevant provision of the Illinois Vehicle Code (625 ILCS 5/12-603.1). Staff recommends approval of the ordinance.

Motion to approve the ordinance was Trustee Patrick and seconded by Trustee Alfano. Attorney Wolf clarified that Village Code will be amended for compliance with state law. Roll call vote tallied five (5) ayes made by Trustees Patrick, Cordova, Kozar, Alfano and President Cuzzone. There were no nays. Motion carried.

12. Ordinances.

12.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving and Authorizing the Execution of a Contract for the Village's Purchase of Certain Vacant Property Commonly Known as Lot 148, Ellsworth Avenue, Villa Park, Illinois.

This ordinance authorizes the Village President to execute an agreement with Mainstreet Organization of Realtors to purchase a certain vacant real property commonly known as Lot 148 on North Ellsworth Avenue in Villa Park, Illinois, PIN: 06-23-125-009 for a total cost not to exceed \$125,000. Staff recommends approval of this ordinance.

Motion to approve the ordinance was made by Trustee Patrick and seconded by Trustee Alfano. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Cordova, Patrick, Alfano, Kozar and President Cuzzone. There were no nays. Motion carried.

12.b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of Not to Exceed \$15,000,000 General Obligation Bonds (Alternate Revenue Source) of the Village of Villa Park, DuPage County, Illinois, for the Purpose of Financing Eligible Redevelopment Projects Within Said Village's St. Charles Road Commercial Corridor Tax Increment Financing District Redevelopment Project Area.

Because the Village is a non-home rule municipality, it must adopt a bond issuance authorization ordinance as its first step in issuing alternative revenue source general obligation bonds to fund a portion of the Union project. Staff recommends approval of the ordinance.

Motion to approve the ordinance was made by Trustee Patrick and seconded by Trustee Cordova. Discussion ensued on the dollar amount. Attorney Wolf clarified the fees in the dollar amount and said the fees are stated in the ordinance. Director McLaughlin provided additional information. Roll call vote tallied five (5) ayes made by Trustees Cordova, Patrick, Kozar, Alfano and President Cuzzone. There were no nays. Motion carried.

12.c. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending the Hours of Operation on Sunday, October 13, 2024, with respect to Licensed Establishments Authorized to Sell Alcoholic Liquor.

This ordinance is to allow for the sale of beer at restaurants during the Bears game due to the early hour of the scheduled game.

Motion to approve the ordinance was made by Trustee Cordova and seconded by Trustee Kozar. Discussion ensued on removing the words "and its residents". Motion to strike the words "and its residents" was made by Trustee Alfano and seconded by Trustee Patrick. Roll call vote tallied five (5) ayes made by Trustees Patrick, Cordova, Alfano, Kozar and President Cuzzone. There were no nays. Motion carried.

There was no further discussion. Roll call vote tallied five (5) ayes made by Trustees Patrick, Kozar, Alfano, Cordova and President Cuzzone. There were no nays. Motion carried.

12.d. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving and Authorizing the Execution of a Settlement Agreement and Release By and Between TowerCo 2013, LLC and the Village of Villa Park, Illinois.

If the Board wishes to resolve all matters related to the tower application and subsequent litigation, then the recommended action is to approve the ordinance.

Motion to approve the ordinance was made by Trustee Patrick and seconded by Trustee Alfano. Attorney Wolf provided clarification on the settlement and the tower's compliance with the Village's regulations. Roll call vote tallied five (5) ayes made by Trustees Cordova, Patrick, Alfano, Kozar and President Cuzzone. There were no nays. Motion carried.

13. Resolutions.

13.a. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving and Authorizing the Execution of an Intergovernmental Agreement Between the Village of Villa Park and the Village of Lombard Regarding the Addison Avenue, Madison Street and Wisconsin Avenue Drainage and Roadway Improvements Construction Project.

This resolution authorizes the Village President to execute an Intergovernmental Agreement (IGA) between the Village of Villa Park and the Village of Lombard regarding the Addison Avenue, Madison Street and Wisconsin Avenue Drainage and Roadway Improvements Construction Project. Staff recommends approval of the resolution. Motion to approve the resolution was made by Trustee Cordova and seconded by Trustee Patrick. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Alfano, Patrick, Kozar, Cordova and President Cuzzone. There were no nays. Motion carried.

13.b. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Intergovernmental Agreement with School District 45 DuPage County for Baseball and Other Athletic Facilities.
This resolution authorizes the Village President to enter into an Intergovernmental Agreement (IGA) with School District 45 DuPage County (D45) for the common use and enjoyment of baseball and other athletic fields and courts. This is essentially the same as the resolution adopted earlier this year, except that it extends until October 31, 2025. Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Cordova. Trustee Patrick commended the Villa Park Youth Baseball League on their maintenance of the fields. Roll call vote tallied five (5) ayes made by Trustees Alfano, Kozar, Cordova, Patrick and President Cuzzone. There were no nays. Motion carried.

13.c. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Superior Road Striping, Inc. dba High Star Traffic of Bartlett, Illinois, for the 2024 Pavement Marking Program in an Amount Not to Exceed \$85,461.25.
This resolution will allow the Village President to utilize the Suburban Purchasing Cooperative Thermoplastic Lane Marking Material & Labor (contract #229) awarded to High Star Traffic dba Superior Road Striping, Inc. to refresh pavement markings on various Village streets and to enhance the safety of motorized traffic. Staff recommends approval of the contract to High Star dba Superior Road Striping and to suspend the standard bidding in lieu of working with a cooperative bidding process. Motion to approve the resolution was made by Trustee Alfano and seconded by Trustee Cordova. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Kozar, Patrick, Alfano, Cordova and President Cuzzone. There were no nays. Motion carried.

13.d. A Resolution of the Village of Villa Park, DuPage County, Illinois, Waiving the Competitive Bid Process and Approving an Agreement with Corrective Asphalt Materials, LLC of South Roxana, Illinois, for the Pavement Rejuvenation Program in an Amount Not to Exceed \$81,360.00.
The Village utilizes a rejuvenating agent known as "Reclamite" as par to its preventative maintenance program to extend the life of asphalt roadways that have recently been resurfaced or reconstructed. Staff is recommending to award the contract to Corrective Asphalt Materials, LLC of South Roxana, Illinois, in the amount of \$81,360.00. Motion to approve the resolution was made by Trustee Cordova and seconded by Trustee Kozar. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Alfano, Patrick, Kozar, Cordova and President Cuzzone. There were no nays. Motion carried.

13.e. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with A Lamp Concrete Contractors, Inc. of Schaumburg, Illinois, for Construction of the Wisconsin Avenue Improvement Project (Vermont to Stone) in an Amount of \$698,174.75.
This resolution authorizes the Village President to execute a contract for the construction of the Wisconsin Avenue Improvement Project (Vermont to Stone). The project was publicly advertised and competitively bid with a bid opening held on August 29, 2024. The Village received ten bids with the lowest responsible bid submitted by A Lamp Concrete Contractors, Inc. of Schaumburg, Illinois, in the amount of \$698,174.75. Staff recommends approval of a resolution to award a contract to A Lamp Concrete Contractors for the construction of the Wisconsin Avenue Improvement Project (Vermont to Stone) for an amount not to exceed \$698,174.75. Motion to approve the resolution was made by Trustee Cordova and seconded by Trustee Kozar. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Patrick, Alfano, Cordova, Kozar and President Cuzzone. There were no nays. Motion carried.

13.f. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Submittal of an Application for the Funding of the Twin Lakes Water Main Project from the Community Development Block Grant Program and Authorizing the Village Manager to Execute an Agreement if Funding is Awarded.
Staff wishes to submit the proposed Twin Lakes Water Main Improvement Project for consideration from DuPage County Community Development Block Grant (CDBG) call for projects. The project will replace the existing failed 8-inch water main on the Princeton Avenue public right-of-way between Wildfire Drive and Belden Avenue with

approximately 900 feet of new 8-inch water main. A resolution authorizing the submittal of the application, and the subsequent signing of an agreement should funding be approved, is required as part of the application submittal. Staff recommends approval.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Alfano. Trustee Partrick thanked Public Works Director Guerra for his presentation at the tonight's Public Hearing. Roll call vote tallied five (5) ayes made by Trustees Cordova, Alfano, Kozar, Patrick and President Cuzzone. There were no nays. Motion carried.

13.g. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Submittal of an Application for the Funding of the Northwest Area Sidewalk Improvement Project from the Community Development Block Grant Program and Authorizing the Village Manager to Execute an Agreement if Funding is Awarded.

Staff wishes to submit the proposed Northwest Area Sidewalk Improvement Project for consideration from DuPage County Community Development Block Grant (CDBG) call for projects. The project will replace existing deteriorated, deficient, hazardous and non-compliant public sidewalks in an area of the Village bounded by Westmore Avenue on the west, Addison Road on the east, Terrace Street on the south and Plymouth Street on the north, with approximately 50,000 square feet of new sidewalk. A resolution authorizing the submittal of the application, and the subsequent signing of an agreement should funding be approved, is required as part of the application submittal. Staff recommends approval.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Cordova. Trustee Cordova thanked Director Guerra on his explanation of Block Grants. Roll call vote tallied five (5) ayes made by Trustees Kozar, Afano, Patrick, Cordova and President Cuzzone. There were no nays. Motion carried.

13.h. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing Halloween Trick-or-Treat Hours. *In staying consistent with last year's action, it is recommended the Village Board approve the official Trick-or-Treat hours of 3:00 p.m. to 8:00 p.m. on Thursday, October 31, 2024.*

Motion to approve the resolution was made by Trustee Alfano and seconded by Trustee Patrick. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Cordova, Patrick, Alfano, Kozar and President Cuzzone. There were no nays. Motion carried.

14. Unfinished Business.

14.a. Flag Status.

Manager Harline provided an update on electronic signage in front of Village Hall and placement of the permanent flag pole.

15. New Business.

15.a. Villa Park Recreation Center (VPRC) Update.

Manager Harline referred to the new Parks and Recreation website. AVM McVey provided an overview of the new website page and making it user friendly.

15.b. Elm Street Update.

Director Guerra gave an overview of Elm Street and its current condition. He also provided the Board with an updated status of the roadway improvement project and responded to questions from the Board.

16. Village Commission Reports.

17. Village Clerk's Report.

Clerk Korynecky had no report or recommendations.

18. Village Trustees' Report.

Trustee Alfano asked about the Tri-Trail ribbon cutting. Director Guerra provided an update. She asked for clarification of the Village's pour license without gaming. President Cuzzone said liquor license EEEE is a beer and wine pour with no gaming. Trustee Alfano asked about LED commercial lighting. Director McLaughlin provided the code information. She asked for an update on lead water lines. Director Guerra provided an update. She asked about touring the Recreation Center and Jefferson Pool before the lining is installed. She said she attended a ribbon cutting at Willowbrook High School. She said Friends of the Library is hosting a trivia night on September 19. She announced Patriot Day Ceremony at Fire Station 81 on September 11 and Autumn Jubilee on October 12.

Trustee Patrick recognized the first responders for all they do and said a 9/11 ceremony will be held at 8:30 a.m.

Trustee Cordova referred to the new Village app and said it is user friendly

Trustee Kozar had no report or recommendations.

19. Village President's Report.

President Cuzzone said the Chamber is hosting their Bar-B-Q, Bags and Business event on September 11 at 4 p.m. Electronic recycling will be on September 21 on Home Avenue. He announced the cross-town classic between Willowbrook and Addison Trail High Schools on September 13 at 7:30 p.m. and Love Your Neighbor Day on September 21. He referred to a recent Mayors and Managers meeting with Sen. Glowiak-Hilton regarding state funds. He announced the Kiwanis Night Golf Fundraiser on October 4 at Sugar Creek Golf Course. He announced Brewfest on October 5 and Movies in the Park on September 20 at Cortesi Park. He also announced the Addison Road CNRR grade crossing repair on October 7.

20. Village Manager's Report.**20.a. Quarterly Financial Report.**

Finance Director Howard gave a PowerPoint presentation update on the second quarter and responded to questions from the Board.

21. Executive Session.**21.a. Pursuant to 5ILCS 120/2:**

(c)(1) The appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.

21.b. Pursuant to 5ILCS 120/2:

(c)(5) The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

21.c. 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.

Motion to approve Executive Session was made by Trustee Patrick and seconded by Trustee Alfano. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Cordova, Patrick, Alfano, Kozar and President Cuzzone. There were no nays. Motion carried.

22. Adjournment.

Motion to adjourn was made by Trustee Patrick and seconded by Trustee Alfano. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 9:59 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk



MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: September 23, 2024
SUBJECT: Resolution of the Village of Villa Park Authorizing the Execution of an Agreement Between the Village of Villa Park and Kluber, Inc., for Professional Architectural and Engineering Consulting Services for Interior Renovations for Villa Park Fire Station 81

RECOMMENDED ACTION:

This Resolution Authorizes the Village Manager to execute an Agreement with Kluber Inc to create construction drawings and provide construction management for the remodel at Station 81.

BACKGROUND:

The Project consists of the interior renovations for the existing fire station facility, Station 81, consisting of new two (2) new office spaces, a single user ADA toilet and shower space and two (2) non-ADA single user toilet and shower spaces and the storage room. Replacement of the existing two (2) AHU's, associated ductwork and refrigerant lines will also be incorporated into the Project.

DISCUSSION:

Funds for this project are budgeted in Account 67.502.02.402.

Resolution No. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK AUTHORIZING THE
EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK
AND KLUBER, INC., FOR PROFESSIONAL ARCHITECTURAL AND
ENGINEERING CONSULTING SERVICES FOR INTERIOR
RENOVATIONS FOR VILLA PARK FIRE STATION 81**

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 contract for professional architectural and engineering consulting services for interior renovations for Fire Station 81 located at 1440 Ardmore Avenue, Villa Park, Illinois (hereinafter the "Consulting Services"); and

WHEREAS, due to the professional skills required to perform the Consulting Services, it is in the opinion of the corporate authorities of the Village that the Consulting Services are exempt from the competitive bidding requirements, in accordance with Section 2-220 of Chapter 2, Article II, Division 2 of the Villa Park Municipal Code; and

WHEREAS, the corporate authorities of the Village believe that Kluber, Inc. (hereinafter "Consultant"), due to its experience and skill set, is qualified to provide the Consulting Services to the Village; and

WHEREAS, it is advisable, necessary and in the public interest of the Village to enter into a contract with Consultant for such Consulting Services.

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 the *Agreement between the Village of Villa Park, Illinois and Kluber, Inc., for the furnishing of Professional Architectural and Engineering Consulting Services for Interior Renovations for Villa Park Fire Station 81*, attached hereto as Exhibit A, be and the same is hereby

Resolution No. _____

approved in substantially the form as attached, and the Village Manager 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 Manager 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 _____ day of _____, 2024, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2024.

Matt Harline, Village Manager

Attest: _____
Hosanna Korynecky, Village Clerk

Resolution No. _____

EXHIBIT A

*Agreement between the Village of Villa Park, Illinois and Kluber, Inc.,
for the furnishing of Professional Architectural and Engineering
Consulting Services for Interior Renovations for Villa Park Fire Station 81*

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
KLUBER, INC.
for the furnishing of
PROFESSIONAL ARCHITECTURAL AND ENGINEERING
CONSULTING SERVICES
for
INTERIOR RENOVATIONS FOR VILLA PARK FIRE STATION 81

THIS AGREEMENT made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the “VILLAGE,” and KLUBER, INC., hereinafter referred to as the “CONSULTANT,” has been prepared and executed to provide for professional architectural and engineering consulting services for interior renovations for Fire Station 81 located at 1440 Ardmore Avenue, Villa Park, Illinois 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 Consulting Services.

In consideration of these premises and of the mutual covenants herein set forth, the

A. THE CONSULTANT AGREES:

1. The CONSULTANT shall serve as the VILLAGE'S professional architectural and engineering consultant with respect to the PROJECT to which this AGREEMENT applies.

2. The CONSULTANT shall perform the Consulting Services for the Village as described in its proposal regarding Fire Station #81 Renovations – ‘Project’, Kluber, Inc. Proposal No. 240905.01 dated September 6, 2024, attached hereto as Exhibit A and made a part hereof (“Consultant’s Proposal”).

3. Additional services beyond the scope of the Consulting Services above-described, will be requested in writing by the VILLAGE, and approved by the Village Manager.

4. The CONSULTANT will perform Consulting Services under this AGREEMENT in accordance with generally accepted and currently recognized architectural and 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.

5. The CONSULTANT 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 CONSULTANT, 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) Workers’ Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability insurance.
- (5) Umbrella Liability

b. Minimum Limits of Insurance

The CONSULTANT 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 of \$1,000,000, 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 CONSULTANT 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 insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b)** The CONSULTANT'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 CONSULTANT'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 CONSULTANT'S insurance shall contain a severability of interests' clause or language stating that the CONSULTANT'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 CONSULTANT 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 CONSULTANT 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.

6. To the fullest extent permitted by law, the CONSULTANT 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 acts, errors or omissions or willful misconduct of the services by the CONSULTANT, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The CONSULTANT shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the CONSULTANT 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 CONSULTANT'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

7. Any insurance policies required by this AGREEMENT, or otherwise provided by the CONSULTANT, 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.

8. The CONSULTANT 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 CONSULTANT further represents and warrants to the VILLAGE that the CONSULTANT 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 CONSULTANT 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.

9. The CONSULTANT 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 Consulting Services herein described.

10. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or Consulting time schedule adjustments, and the CONSULTANT and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

11. The VILLAGE may, at any time, by written order to the CONSULTANT (Suspension of Services Order) require the CONSULTANT to stop all, or any part, of the Consulting Services required by this AGREEMENT. Upon receipt of such an order, the CONSULTANT 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 CONSULTANT 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.

12. This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the CONSULTANT, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the CONSULTANT shall be paid for any Consulting Services completed and any Consulting 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 CONSULTANT shall deliver to the successor VILLAGE all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the PROJECT.

13. This AGREEMENT may also be terminated by the VILLAGE upon written notice to the CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- c.** If the CONSULTANT makes a general assignment for the benefit of creditors;
- d.** If a trustee, receiver, custodian or agent of the CONSULTANT is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the CONSULTANT 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 CONSULTANT'S creditors;
- e.** If the CONSULTANT admits in writing an inability to pay its debts generally as they become due.

14. Upon termination, the CONSULTANT shall deliver to the VILLAGE, copies of partially completed plans, 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 CONSULTANT shall be paid for all Consulting 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 CONSULTANT.

15. The CONSULTANT is qualified technically and is conversant with the policies applicable to the performance of subject consultation and that sufficient, properly trained, and experienced personnel will be retained to perform the Consulting Services enumerated herein.

16. The CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the CONSULTANT'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.

17. The CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than an employee working solely for the CONSULTANT, 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.

18. The CONSULTANT, during the period commencing upon the execution of this Agreement and concluding one (1) year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.

19. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the CONSULTANT. This AGREEMENT shall not be assigned by the CONSULTANT without first obtaining permission in writing from the VILLAGE.

20. All PROJECT deliverables (see Section 2), including drafts of said PROJECT deliverables, created or modified by the CONSULTANT relating in any manner to the work performed by the CONSULTANT or by anyone else and used by the CONSULTANT in performance of the Consulting Services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

21. The CONSULTANT hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the PROJECT deliverables, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The CONSULTANT

grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name for use on the PROJECT. The CONSULTANT 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 CONSULTANT further grants to the VILLAGE full and complete ownership of the PROJECT deliverables. The CONSULTANT shall not use the PROJECT deliverables 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 CONSULTANT shall deliver to the VILLAGE all copies of PROJECT deliverables relating or pertaining to this AGREEMENT.

22. The reports and any other PROJECT deliverables prepared by the CONSULTANT in connection with the Consulting Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The CONSULTANT shall have the right to retain copies of all PROJECT deliverables for its files. Furthermore, it is understood and agreed that the PROJECT deliverables prepared for the PROJECT, whether in hard copy or machine-readable form (PDF), 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 deliverables, without the express written consent of the CONSULTANT, shall be at the VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The CONSULTANT shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the CONSULTANT'S promotional and professional materials. The CONSULTANT'S materials shall not include the VILLAGE'S confidential and proprietary information.

23. The CONSULTANT 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 CONSULTANT shall treat such information at all times as confidential. The CONSULTANT acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the CONSULTANT 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 Consulting Services being performed by the CONSULTANT 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 Consulting Services being performed by the CONSULTANT under this AGREEMENT which are created, designed, enhanced by the CONSULTANT 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 CONSULTANT’S wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

24. 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 CONSULTANT 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 CONSULTANT shall immediately return said items to the VILLAGE upon termination of the CONSULTANT’S engagement or earlier at the VILLAGE’S request at any time.

25. 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.

26. The CONSULTANT 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 CONSULTANT, for the Consulting Services above described, a fee of Twenty-Four Thousand Nine Hundred Fifty and 00/100 Dollars (\$24,950.00). Supplemental and Additional Services beyond the scope of the Consulting Services must be approved in writing by the Village Manager and will be performed in accordance with the rates set forth in Consultant's Proposal.

2. The CONSULTANT shall indicate to the VILLAGE the information needed for rendering of the Consulting Services of this AGREEMENT. The VILLAGE shall provide to the CONSULTANT such information as is available to the VILLAGE and the VILLAGE'S consultants and contractors, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof.

3. **Payment of CONSULTANT'S Fee.** The VILLAGE, for and in consideration of the rendering of the Consulting Services enumerated herein shall pay to the CONSULTANT for rendering such Consulting Services the fee hereinbefore established in the following manner:

- a. Upon receipt of monthly statements from the CONSULTANT and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the CONSULTANT 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.*).

C. IT IS MUTUALLY AGREED:

1. The CONSULTANT shall commence Consulting Services following the execution of this AGREEMENT and shall complete the Work for the PROJECT on a date mutually agreed upon by the representatives for the Parties. The VILLAGE'S representative for the PROJECT will be Director of Economic and Community Development Marc McLaughlin, and the CONSULTANT'S representative will be Charli Johnsos.

2. The CONSULTANT 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 CONSULTANT 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 CONSULTANT.

3. 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.

4. Written notices between the VILLAGE and the CONSULTANT 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
cc: Director of Community Development

b. If to the CONSULTANT:

KLUBER, INC.
41 W. Benton Street
Aurora, IL 60506
Attn: Michael T. Kluber, President

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.

5. 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 CONSULTANT.

6. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 CONSULTANT

1. The CONSULTANT certifies that the CONSULTANT, its shareholders holding more than five percent (5%) of the outstanding shares of the CONSULTANT, 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT in its efforts to comply with such Act and Rules and Regulations, the CONSULTANT 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 of race, creed, color, or national origin because of habit, local custom, or otherwise.
- (8) CONSULTANT (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 CONSULTANT will retain such certifications in its files.
- (9) In the event of the CONSULTANT'S non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT'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 CONSULTANT.
 - 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 CONSULTANT 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 CONSULTANT shall review its records and promptly produce to the VILLAGE any records in the CONSULTANT'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 CONSULTANT 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 ____ day of _____, 2024.

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181

By _____
Matthew C. Harline, Village Manager

Executed by the CONSULTANT, this ____ day of _____, 2024.

KLUBER, INC.
41 W. Benton Street
Aurora, IL 60605

By _____
Michael T. Kluber, President

EXHIBIT A

Proposal No. 240905.01 dated September 6, 2024

September 6, 2024

Marc McLaughlin, AICP, GISP
Director of Community Development
Village of Villa Park
11 W. Home Avenue
Villa Park, IL 60181

Re: Fire Station #81 Renovations – 'Project'
Kluber, Inc. Proposal No. 240905.01

Dear Mr. McLaughlin:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. It is our understanding that the Village of Villa Park ('Village') desires to engage Kluber, Inc. ('Consultant') to provide usual and customary architectural and engineering Consulting Services for the proposed interior renovations for Fire Station #81 located at 1440 Ardmore Avenue, Villa Park, IL (herein referred to as 'Project').

OVERVIEW OF PROJECT SCOPE

The Project consists of the interior renovations for the existing fire station facility consisting of new two (2) new office spaces, single user ADA toilet and shower space and two (2) non-ADA single user toilet and shower spaces and the storage room. Replacement of the existing two (2) AHU's, associated ductwork and refrigerant lines will also be incorporated into the Project. See attached Exhibit A.

INITIAL INFORMATION

- The program for the Project has been completed by Kluber and is attached as Exhibit A.
- The Village's budget for the Cost of the Work (CoW) is \$300,000. The Cost of the Work is the total cost to construct all elements of the Project designed or specified by Kluber, Inc.; it does not include A/E fees, land acquisition costs, permit fees, utility service connection or activation fees, financing costs, contingencies for changes in the Work, or other soft costs that are the responsibility of the Village.
- The anticipated Project schedule is to be determined as mutually agreed.
- The intended Project delivery method is a single contract for General Construction; single bid package.
- The Village's representative for the Project will be Marc McLaughlin or as appointed.
- Kluber, Inc.'s representative for the Project will be Charli Johnsos.

Assumptions/Exclusions include the following:

- A. The assumption is that the current facility is code compliant with the codes that were in effect when constructed. Our scope of services does not include bringing the facility up to current codes and standards.
- B. The existing utilities (water, sewer, gas, electric) are capable of supporting the proposed renovations.
- C. The existing drawings provided by the Village align with the as-built conditions with some minor adjustments that have occurred over the years.
- D. The existing electrical distribution equipment is adequate for the proposed renovations, replacement of such equipment is not contemplated.

Corporate Office
41 W. Benton Street
Aurora, Illinois 60506
630.406.1213

Bloomington Office
2401 E. Washington Street, Suite 200-B2
Bloomington, Illinois 61704
309.430.6460

The foregoing is based on our communications with you over the past few weeks and the previously completed Programming/Space Needs completed by our office.

CONSULTING SERVICES

Kluber, Inc. proposes to provide usual and customary architectural and engineering Consulting Services for the Project as set forth in the standardized Village's Agreement *between The Village of Villa Park and Consultant*, and in accordance with the general understandings applicable to our relationship with you, with limitations as follows:

Construction Document Phase:

- Prepare specifications
 - Village bidding requirements
 - Technical requirements for architectural and engineering systems
- Prepare technical drawings
- Prepare final estimate of Cost of the Work
- Administer virtual meetings with Design Team & vendors to review project
- Review final documents with Village prior to bidding
- Prepare documents for permit submission by the Contractor and respond to permit comments from the Authority Having Jurisdiction.

Procurement Phase:

- Assist Village in contacting potential bidders for Project
- Prepare agenda and attend pre-bid meeting
- Review substitution requests
- Respond to contractor questions during bidding
- Issue addenda (if required)
- Participate in bid opening
- Perform contractor bid review evaluations
- Prepare and issue contractor bid results letter

Construction Administration Phase:

- Prepare agenda and attend pre-construction meeting
- Issue ASI's and RFP's as required
- Respond to Contractor questions
- Review progress pay requests if requested
- Participate in conference calls administered by the Contractor with Contractor, Village, Vendors and Design Team
- Review Contractor change order requests and prepare change order documents
- Perform site visits for progress meetings, to address contractor questions and to observe the work is proceeding in general conformance with the contract documents with a maximum of two (2) visits
- Perform up to two (2) reviews of each construction submittal
- Perform one (1) site visit to confirm Substantial Completion and identify punch list items
- Perform one (1) site visit to verify completion of punch list items and confirm Final Completion of the Work
- Issue Certificate of Substantial Completion
- Assumed Construction duration: 3 months

SUPPLEMENTAL AND ADDITIONAL SERVICES

Supplemental Services are not included in the Consulting Services described above, but may be required for the Project or specifically requested by the Village. The list below indicates Supplemental Services that will be provided by Kluber, Village, To Be Determined (TBD) or Not Provided for the Project.

Supplemental Services:	Provided by:
Programming, or Validation of Village's Project Program, as described below (Completed)	Kluber
Existing Facilities:	



Survey of existing facility(ies) (required if Village's "as-built" drawings are discovered to be unavailable, inaccurate, incomplete or otherwise inconsistent with actual existing conditions)	Not Provided
Measured drawings documenting existing conditions of existing facility(ies)	Not Provided
Other Facility Support Services (as described in AIA B210 – 2017)	Not Provided
Environmental Testing for hazardous materials (if required)	Village
Site Evaluation and Design:	
Site Evaluation and Planning (in accordance with AIA B203 – 2017)	Not Provided
Civil Engineering	Not Provided
Landscape Design	Not Provided
Architectural and Interior Design:	
Multiple preliminary designs/options during Schematic Design Phase	Not Provided
Building information modeling (BIM)	Not Provided
Renderings, models, mockups, or other presentation materials requested by Village	Not Provided
Historic Preservation (in accordance with AIA B205 – 2017)	Not Provided
Architectural Interior Design, including assistance with selection of interior finish colors, preparation of color boards, (in accordance with AIA B252 – 2019)	Not Provided
Furniture, Furnishings and Equipment (FF&E) (in accordance with AIA B253 – 2019)	Not Provided
Green Design:	
Extensive environmentally responsible design	Not Provided
LEED Certification (in accordance with AIA B214 – 2012)	Not Provided
Engineered Systems:	
Commissioning of engineered systems	Not Provided
Telecommunications/data systems design	Not Provided
Door Control & Security Access design	Not Provided
Audio Visual system design	Not Provided
Cost Control:	
Value Analysis (in accordance with AIA B204 – 2007)	Not Provided
Detailed opinions of probable construction cost (beyond conceptual costs as determined by per unit area or unit volume techniques)	Not Provided
Opinion of total project cost (including incorporation of soft costs such as A/E fees, permit fees, land acquisition costs, and costs of Additional Services not provided by Kluber, Inc.)	Not Provided
Architect's Instruments of Service:	
As-designed record drawings (incorporating Work documented in Supplemental Instructions, Change Orders and Change Directives) (Included as part of Consulting Services)	Kluber
As-built record drawings (incorporating conditions as constructed by the Contractor)	Not Provided
Measured drawings, Design Documents, Construction Documents, as-designed record drawings or as-built record drawings furnished to Village in AutoCAD .dwg format	Not Provided
Project Delivery, Coordination and Management:	
Coordination of design/engineering consultants employed directly by Village. Limited to as required for the Architect to prepare its Instruments of Service.	Not Provided
Multiple prime construction contracts	Not Provided
Fast-track project delivery/design services	Not Provided
Construction:	
Conformed construction documents (incorporating Addenda and permit revisions) (Included as part of Consulting Services)	Kluber
On-site project representation (not including the site visits noted under the Construction Administration Phase)	Not Provided
Post-occupancy evaluation	Not Provided
Construction Testing Services	Village or Contractor

Additional Services are not included in the Consulting Services described above, but may be required for the Project. The list below indicates Additional Services that may arise at no fault of the Consultant and approved by the Village are as follows.

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Village, or a material change in the Project including size, quality, complexity, the Village's schedule or budget for Cost of the Work, or procurement or delivery method.
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service.
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care.



4. Services necessitated by decisions of the Village not rendered in a timely manner or any other failure of performance on the part of the Village or the Village's consultants or contractors.
5. Preparing digital models or other design documentation for transmission to the Village's consultants and contractors, or to other Village-authorized recipients.
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Village.
7. Preparation for, and attendance at, a public presentation, meeting or hearing.
8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto.
9. Evaluation of the qualifications of entities providing bids or proposals.
10. Consultation concerning replacement of Work resulting from fire or other cause during construction.
11. Assistance to the Initial Decision Maker (third party consultant, such as Village's Representative), if other than the Architect.

COMPENSATION

Kluber, Inc. proposes to provide the Consulting Services described above for the Stipulated Sum noted below.

Kluber, Inc. proposes to provide the Supplementary and Additional Services described above for the fees scheduled below.

Compensation for Consulting, Supplementary and Additional Services does not include the services of other independent professionals, associates, or other consultants. If they are required, our fee will be increased by the direct costs of those services multiplied by a factor of 1.15 for overhead, coordination and management of the delivery of those services.

Our billing for Services will be based on progress of the work performed and is outlined as follows:

<u>Consulting Services:</u>	
Construction Documents Phase	\$18,100.00
Procurement Phase.....	\$2,700.00
Construction Administration Phase	\$4,150.00
Total Consulting Services Fee.....	\$24,950.00
<u>Supplemental and Additional Services:</u>	
As requested	At Hourly Rates listed below
Responding to Permit Comments from AHJ.....	At Hourly Rates listed below
Supplemental Service.....	TBD (if required)
Additional Service.....	At Hourly Rates listed below
Each additional Site Visit during construction.....	\$635.00

Reimbursable Expenses (not included in fees noted above) incurred in connection with our services, and our consultants, will be charged on the basis of cost, without additional markup. Anticipated reimbursable expenses for this project include expedited courier services, printing and plotting, document reproduction, premiums for professional liability insurance in excess of usual and customary coverage and models, renderings or professional photography, and are anticipated not to exceed \$350.00.

Changes in services, when authorized, will be charged on an hourly rate as scheduled hereafter and amended annually in accordance with our hourly rate schedule (2024):

Kluber Architects + Engineers Staff	Hourly Rate
Principal	\$232.00
Project Manager	\$181.00
Project Mechanical Engineer III	\$171.00
Project Mechanical Engineer II	\$144.00
Project Mechanical Engineer I	\$118.00



Project Electrical Engineer III	\$171.00
Project Electrical Engineer II	\$144.00
Project Electrical Engineer I	\$118.00
Project Structural Engineer III.....	\$171.00
Project Structural Engineer II.....	\$144.00
Project Structural Engineer I.....	\$118.00
Project Technologist.....	\$171.00
Project Architect III	\$139.00
Project Architect II	\$118.00
Project Architect I	\$98.00
Interior Designer III	\$118.00
Interior Designer II	\$98.00
Interior Designer I.....	\$81.00
Construction Observer.....	\$98.00
Senior Project Coordinator	\$81.00
Project Coordinator.....	\$61.00
Mark-up for hourly Projects (indirect costs, OH & P)	20.0%
Hourly rates for dispute resolution or legal proceedings are 2.0 times the rates noted above.	

Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to Village/Client and anyone claiming by, through, or under Village/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses, up to the and not exceeding the insurance policy limits. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.

INSURANCE

- As set forth in the Village's Standardized Agreement.

COPYRIGHTS AND LICENSES

- As set forth in the Village's Standardized Agreement.

CLAIMS AND DISPUTES

- As set forth in the Village's Standardized Agreement.

TIMING

All services contemplated within this proposal shall be completed within 8 months after the acceptance date. Services performed after closure of that window will be billed hourly in accordance with the rates set forth above. This proposal is valid for a period of up to 45 days from the date noted on this proposal.

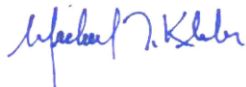


FINAL NOTE

If this proposal satisfactorily sets forth your understanding of our agreement, we would appreciate your authorization to proceed with this Work. We are available to discuss any aspect of this proposal with you at your convenience.

Kluber, Inc. appreciates the interest expressed in our firm and we look forward to serving your needs in the future.

Sincerely,



Michael T. Kluber, P.E.
President
Kluber, Inc.

Accepted (Signature) Date

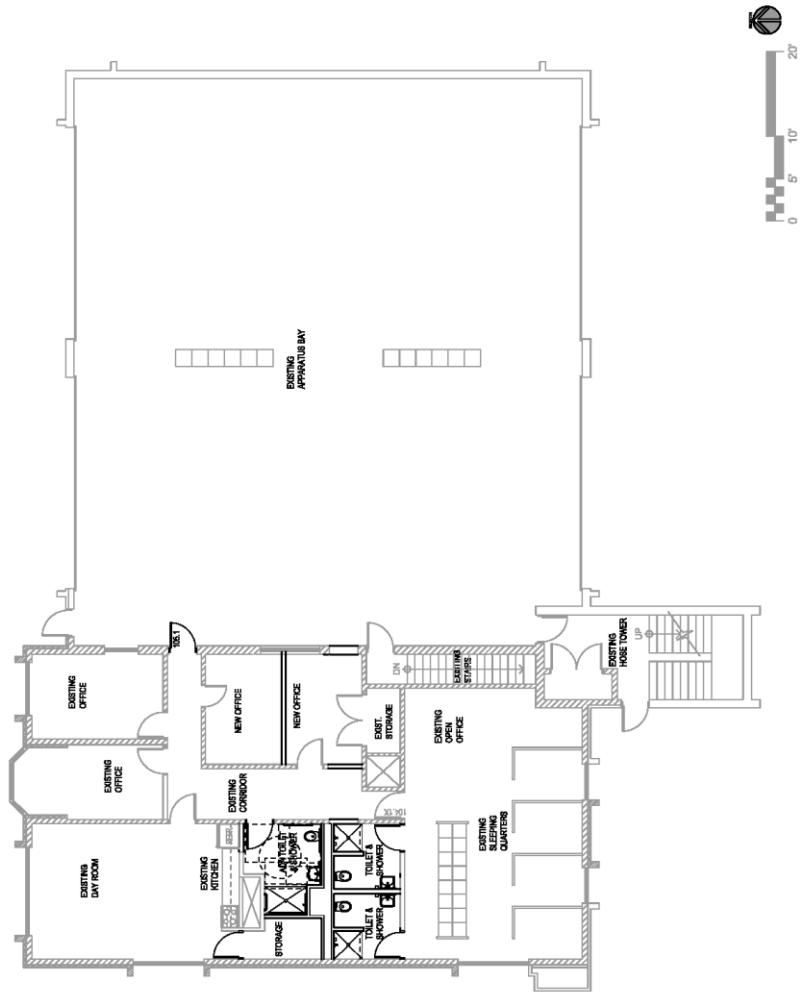
Nick Cuzzone, Village President
By (printed name and title)

Confidentiality Notice: The contents of this proposal are confidential and may not be distributed to persons other than the Village.



*****Renovation value represents that square footage for proposed renovation.

Exhibit A





MEMORANDUM

TO: Village Board of Trustees
FROM: Matthew Harline, Village Manager
DATE: September 23, 2024
SUBJECT: Resolution Approving an Employee Leasing Agreement with MGT Impact Solutions, LLC for a Finance Director

RECOMMENDED ACTION:

The proposed Resolution authorizes the Village Manager to enter into an agreement with MGT Impact Solutions, Inc (formerly GovHR/GovTempsUSA) for the Finance Director position for a term from September 14, 2024 to June 27, 2025. The agreement may continue for a month-to-month basis up to October 3, 2025 if mutually agreed upon by both parties. It is anticipated this will be the final contract for the Finance Director position as the Village intends to begin recruitment to fill the position in early 2025. Staff recommends approval of this resolution.

BACKGROUND:

In December 2022, the Village entered into a short-term contract with GovTemps USA for a temporary Finance Director following the retirement of the previous Finance Director. Chuck Howard has served as the Village's Interim Finance Director from December 2022 until the Village entered into a year-long contract on September 12, 2022 with GovTemps to retain Director Howard as the Finance Director. An amendment to the contract was approved by the board in September 2023. Because GovTemps USA merged with MGT Impact Solutions, LLC, the proposed resolution is not an amendment, but a new agreement between the Village and MGT. As he remains an employee of MGT, they would be responsible for payroll withholding expenses, health insurance, retirement, unemployment, worker's compensation, and professional liability insurance.

DISCUSSION:

The term of this agreement is from September 14, 2024 to June 27, 2025. The contract can be extended for three additional one-month periods, ending no later than October 3, 2025. Either party may terminate the agreement at any time by providing 60 days advance written notice

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND RATIFYING
THE EXECUTION OF AN EMPLOYEE LEASING AGREEMENT
BETWEEN MGT IMPACT SOLUTIONS, LLC AND THE VILLAGE OF VILLA PARK**

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 Board has determined that it is advisable, necessary and in the best interest of the Village to enter into an employee leasing agreement with MGT Impact Solutions, LLC to continue the engagement of Chuck Howard as an Interim Finance Director to direct the operations of the Village Finance Department and perform the duties of the Village Finance Director until a new Finance Director is appointed or the services of the Interim Finance Director are no longer needed.

NOW, THEREFORE, BE IT RESOLVED 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 Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: The corporate authorities of the Village of Villa Park hereby approve the Employee Leasing Agreement between the MGT Impact Solutions, LLC, and the Village, a copy of which is attached hereto as Exhibit “A”, and the Village President is authorized to execute the Employee Leasing Agreement, in substantially the form attached hereto, on behalf of the Village of Villa Park.

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

ADOPTED this ____ day of _____ 2024, pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTENTION: _____

Resolution No. _____

APPROVED by me this ____ day of _____ 2024.

Nick Cuzzone, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2024.

Hosanna Korynecky, Clerk of the Village
of Villa Park, DuPage County, Illinois

Resolution No. _____

EXHIBIT A

EMPLOYEE LEASING AGREEMENT

Resolution No. _____



EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **MGT Impact Solutions, LLC** ("MGT"), and the **Village of Villa Park** (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of MGT, and MGT will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be modified from time to time by an amended Exhibit A signed by both MGT and the Client. MGT has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that MGT remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by MGT. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. MGT is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF MGT AND CLIENT

Section 2.01. Payment of Wages. MGT will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT's own account in accordance with federal and Illinois law and MGT's standard payroll practices. MGT will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that MGT may engage a financial entity to maintain its financing and record-keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with MGT and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to Section 2.01. As to Assigned Employees, MGT will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, MGT will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify MGT for the workers compensation claims of the Assigned Employee(s) and MGT agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold MGT harmless for all loss and expense incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

Resolution No. _____



Section 2.03. Employee Benefits. MGT will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. MGT may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to MGT under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. MGT will maintain records of all wages and benefits paid and personnel actions taken by MGT in connection with any of the Assigned Employees. MGT will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of MGT. MGT will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from MGT's internal and external loss control specialists, MGT's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by MGT's workers' compensation carrier. MGT and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe workplace. MGT's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to MGT under this Agreement.

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment.

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements.

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by MGT and the Client in accordance with Section 1.01 of this Agreement.

Resolution No. _____



Client will timely confer with MGT regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement.

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining Agreement.

(f) The Client must report to MGT any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting.

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to MGT within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO MGT

Section 3.01. Fees. The Client will pay MGT fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits MGT paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable MGT pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, MGT will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to MGT to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, MGT may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance.

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such

Resolution No. _____



SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with MGT and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) MGT shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against MGT with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to MGT one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his or her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by MGT on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, MGT may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, MGT has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Option. At the end of the Term, the Client may, upon payment of the Temp-to-hire fee, hire the Assigned Employee as a permanent or temporary employee of the Client. Clients acknowledges the substantial investment of time and resources by MGT under this Agreement to place its leased employee with Client. If after the end of the Term, Client is interested in hiring the Assigned Employee as either a permanent or temporary employee,

Resolution No. _____



MGT will determine a reasonable Temp to Hire fee based on the totality of the circumstances. information.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges MGT's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with MGT, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that MGT is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which MGT can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by MGT. MGT agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) MGT's breach of its obligations under this Agreement; (b) actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of MGT or any of the MGT Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the MGT parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this

Resolution No. _____



Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding MGT's placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Resolution No. _____



Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. MGT will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of MGT.

Section 8.13. Assignment. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

SECTION 9 DISPUTE RESOLUTION

SECTION 9.01. Mandatory Mediation/Arbitration.

- (a) **Party Conference.** In the event of any controversy, dispute or claim arising out of or in any way related to this Agreement or the subject-matter hereof (a "Claim"), the Parties, by and through their principals, shall, within thirty (30) days of being advised of the Claim, confer and attempt to informally resolve the Claim. The purpose of this conference is to either resolve the Claim arising hereunder or, in circumstances where a claim has been asserted or threatened against the Client based on or potentially based on, in whole or in part, the conduct, acts, errors or omissions of the Assigned Employee, to agree upon a collaborative strategy whereby the parties participate in a manner that does not negatively impact the defense of the claim and, to the extent possible, preserves a unified defense. All parties agree to engage in good faith efforts in this regard.

Resolution No. _____



- (b) **Mandatory Mediation.** In the event that the Party Conference required under paragraph (a) above, is unsuccessful, the Claim shall then be subject to mediation in an endeavor to settle the dispute in an amicable manner. Mediation shall be a condition precedent to arbitration required under paragraph 9.01 (c). The mediation shall be conducted by a mediator selected jointly by the Parties who is: an uninterested party who is a current or former local government executive or officer; a risk manager, executive of an insurance or reinsurance company or of an insurance or reinsurance intermediary; a practicing lawyer with experience in the insurance industry and/or municipal or employment law; or a retired judge. The Parties shall agree to such a mediator within fourteen (14) days of a request hereunder being received by the non-requesting party. In the event that the Parties fail to so agree within the time stipulated or otherwise extended by agreement of the Parties, the mediator shall be selected in accordance with the Commercial Mediation Rules of the American Arbitration Association. The mandatory mediation shall be held in Chicago, Illinois, or at location otherwise agreed by the Parties, within 45 days after the selected mediator has accepted his or her appointment.
- (c) **Mandatory Arbitration.** Any Claim not resolved by mediation as set forth in paragraph 9.01(b) hereof ("the Mediation Claim"), including any disputes as to the scope and meaning of this Article and the arbitrability of any Claim, shall be decided by arbitration. A claim in arbitration must be initiated within ninety (90) calendar days after termination of the Mediation Claim, which in the absence of agreement by the Parties to the contrary, shall be deemed the date on which the last demand or offer in settlement was made or on which the Parties met in person with the mediator, whichever is later. The Parties shall jointly agree on single arbitrator, who shall meet the same qualifications as required of the Mediator as set forth in paragraph 9.01 (b) hereof. The Arbitrator shall be selected by the Parties within thirty (30) days of receipt of the Arbitration Claim by the non-demanding party. Failing agreement of the parties within the time stipulated or otherwise extended by agreement of the Parties, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association – Expedited Procedure.
- (d) **Hearings and Award.** The arbitration shall be before one (1) arbitrator and shall be held in Chicago, Illinois, or at such other location as may be agreed by the Parties. Hearings hereunder shall not be open to the public and will be private and confidential. The award rendered by the Arbitrator shall be final and judgment may be entered thereon in accordance with applicable law in a court of competent jurisdiction. The arbitrator will be bound by the terms and conditions of this Agreement and shall have no power, in rendering his or her award, to alter or depart from any express provision of this Agreement, and his or her failure to observe this limitation shall constitute grounds for vacating the award. The arbitrator will not be empowered to award punitive damages except for willful misconduct. The award of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.

Resolution No. _____



**SECTION 10
NOTICES**

SECTION 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to MGT:

MGT Impact Solutions, LLC
790 Frontage Road Suite 213
Northfield, Illinois 60093
Attn: Michael J. Earl
224-261-8366 - mearl@mgt.us

If to the Client:

Village of Villa Park
20 S. Ardmore Ave.
Villa Park, IL 60181-2696
Attention: Suzanne McVey, Asst. Village Manager
630-592-6061 - smcvey@invillapark.com

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by MGT.

MGT IMPACT SOLUTIONS, LLC

By _____
Name: A. Trey Traviesa
Title: CEO – MGT Impact Solutions, LLC

EFFECTIVE DATE: September 21, 2024

CLIENT

By _____
Name: _____
Title: _____

Resolution No. _____



EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Charles Howard

POSITION/ASSIGNMENT: Finance Director

POSITION TERM: September 21, 2024 – June 27, 2025. Upon mutual agreement of both parties, the agreement may continue on a month-to-month basis up to October 3, 2025. Either party may terminate the agreement at any time by providing 60 days advance written notice.

BASE COMPENSATION: Employee will be compensated on a salary basis. The weekly bill rate is \$4,408 (based on 40 hours/week at \$110.20/hour). Specific hours of work will be determined between the client and employee. Compensation assumes employee will receive pay for holidays on the same schedule earned by Village Hall employees.

Other – Paid Leave: Client will provide paid leave time to the assigned employee at the earning rate of 28 days/year in a Time Bank for use in each contract term. Employee shall not be compensated for any unused leave time nor shall employee be allowed to carry over unused leave time to a subsequent term. Time off for leave shall be approved in advance by the Village Manager.

MGT IMPACT SOLUTIONS, LLC

CLIENT:

By: _____

By: _____

Date: _____

Date: _____

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.

Resolution No. _____



EXHIBIT B
Summary of Benefits

DOES NOT APPLY

Exhibit B-11



EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **MGT Impact Solutions, LLC** ("MGT"), and the **Village of Villa Park** (the "Client"). MGT and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). MGT and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of MGT, and MGT will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be modified from time to time by an amended Exhibit A signed by both MGT and the Client. MGT has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that MGT remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by MGT. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. MGT is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. MGT has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF MGT AND CLIENT

Section 2.01. Payment of Wages. MGT will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from MGT's own account in accordance with federal and Illinois law and MGT's standard payroll practices. MGT will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that MGT may engage a financial entity to maintain its financing and record-keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with MGT and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to Section 2.01. As to Assigned Employees, MGT will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, MGT will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify MGT for the workers compensation claims of the Assigned Employee(s) and MGT agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold MGT harmless for all loss and expense incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

Section 2.03. Employee Benefits. MGT will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. MGT may amend or terminate any of its employee benefit plans according to

their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to MGT under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. MGT will maintain records of all wages and benefits paid and personnel actions taken by MGT in connection with any of the Assigned Employees. MGT will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of MGT. MGT will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from MGT's internal and external loss control specialists, MGT's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by MGT's workers' compensation carrier. MGT and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe workplace. MGT's rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to MGT under this Agreement.

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment.

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements.

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by MGT and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with MGT regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement.

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining Agreement.

(f) The Client must report to MGT any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting.

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to MGT within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO MGT

Section 3.01. Fees. The Client will pay MGT fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits MGT paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable MGT pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, MGT will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to MGT to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, MGT may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance.

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with MGT and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) MGT shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7 of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against MGT with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to MGT one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his or her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by MGT on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, MGT may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, MGT has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to-Hire Option. At the end of the Term, the Client may, upon payment of the Temp-to-hire fee, hire the Assigned Employee as a permanent or temporary employee of the Client. Clients acknowledges the substantial investment of time and resources by MGT under this Agreement to place its leased employee with Client. If after the end of the Term, Client is interested in hiring the Assigned Employee as either a permanent or temporary employee, MGT will determine a reasonable Temp to Hire fee based on the totality of the circumstances. information.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges MGT's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with MGT, and the Client will not hire Assigned

Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that MGT is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which MGT can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7

DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by MGT. MGT agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) MGT's breach of its obligations under this Agreement; (b) actions or conduct of MGT and its related business entities, their agents, representatives, and employees (the "MGT Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of MGT or any of the MGT Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the MGT Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the MGT parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding MGT's placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. MGT will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of MGT.

Section 8.13. Assignment. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

SECTION 9 DISPUTE RESOLUTION

SECTION 9.01. Mandatory Mediation/Arbitration.

- (a) Party Conference. In the event of any controversy, dispute or claim arising out of or in any way related to this Agreement or the subject-matter hereof (a “Claim”), the Parties, by and through their principals, shall, within thirty (30) days of being advised of the Claim, confer and attempt to informally resolve the Claim. The purpose of this conference is to either resolve the Claim arising hereunder or, in circumstances where a claim has been asserted or threatened against the Client based on or potentially based on, in whole or in part, the conduct, acts, errors or omissions of the Assigned Employee, to agree upon a collaborative strategy whereby the parties participate in a manner that does not negatively impact the defense of the claim and, to the extent possible, preserves a unified defense. All parties agree to engage in good faith efforts in this regard.
- (b) Mandatory Mediation. In the event that the Party Conference required under paragraph (a) above, is unsuccessful, the Claim shall then be subject to mediation in an endeavor to settle the dispute in an amicable manner. Mediation shall be a condition precedent to arbitration required under paragraph 9.01 (c). The mediation shall be conducted by a mediator selected jointly by the Parties who is: an uninterested party who is a current or former local government executive or officer; a risk manager, executive of an insurance or reinsurance company or of an insurance or reinsurance intermediary; a practicing lawyer with experience in the insurance industry and/or municipal or employment law; or a retired judge. The Parties shall agree to such a mediator within fourteen (14) days of a request hereunder being received by the non-requesting party. In the event that the Parties fail to so agree within the time stipulated or otherwise extended by agreement of the Parties, the mediator shall be selected in accordance with the Commercial Mediation Rules of the American Arbitration Association. The mandatory mediation shall be held in Chicago, Illinois, or at location otherwise agreed by the Parties, within 45 days after the selected mediator has accepted his or her appointment.
- (c) Mandatory Arbitration. Any Claim not resolved by mediation as set forth in paragraph 9.01(b) hereof (“the Mediation Claim”), including any disputes as to the scope and meaning of this Article and the arbitrability of any Claim, shall be decided by arbitration. A claim in arbitration must be initiated within ninety (90) calendar days after termination

of the Mediation Claim, which in the absence of agreement by the Parties to the contrary, shall be deemed the date on which the last demand or offer in settlement was made or on which the Parties met in person with the mediator, whichever is later. The Parties shall jointly agree on single arbitrator, who shall meet the same qualifications as required of the Mediator as set forth in paragraph 9.01 (b) hereof. The Arbitrator shall be selected by the Parties within thirty (30) days of receipt of the Arbitration Claim by the non-demanding party. Failing agreement of the parties within the time stipulated or otherwise extended by agreement of the Parties, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association – Expedited Procedure.

- (d) Hearings and Award. The arbitration shall be before one (1) arbitrator and shall be held in Chicago, Illinois, or at such other location as may be agreed by the Parties. Hearings hereunder shall not be open to the public and will be private and confidential. The award rendered by the Arbitrator shall be final and judgment may be entered thereon in accordance with applicable law in a court of competent jurisdiction. The arbitrator will be bound by the terms and conditions of this Agreement and shall have no power, in rendering his or her award, to alter or depart from any express provision of this Agreement, and his or her failure to observe this limitation shall constitute grounds for vacating the award. The arbitrator will not be empowered to award punitive damages except for willful misconduct. The award of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.



SECTION 10 NOTICES

SECTION 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to MGT:

MGT Impact Solutions, LLC
790 Frontage Road Suite 213
Northfield, Illinois 60093
Attn: Michael J. Earl
224-261-8366 - mearl@mgt.us

If to the Client:

Village of Villa Park
20 S. Ardmore Ave.
Villa Park, IL 60181-2696
Attention: Suzanne McVey, Asst. Village Manager
630-592-6061 - smcvey@invillapark.com

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by MGT.

MGT IMPACT SOLUTIONS, LLC

By _____
Name: A. Trey Traviesa
Title: CEO – MGT Impact Solutions, LLC

EFFECTIVE DATE: September 21, 2024

CLIENT

By _____
Name: _____
Title: _____



EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Charles Howard

POSITION/ASSIGNMENT: Finance Director

POSITION TERM: September 21, 2024 – June 27, 2025. Upon mutual agreement of both parties, the agreement may continue on a month-to-month basis up to October 3, 2025. Either party may terminate the agreement at any time by providing 60 days advance written notice.

BASE COMPENSATION: Employee will be compensated on a salary basis. The weekly bill rate is \$4,408 (based on 40 hours/week at \$110.20/hour). Specific hours of work will be determined between the client and employee. Compensation assumes employee will receive pay for holidays on the same schedule earned by Village Hall employees.

Other – Paid Leave: Client will provide paid leave time to the assigned employee at the earning rate of 28 days/year in a Time Bank for use in each contract term. Employee shall not be compensated for any unused leave time nor shall employee be allowed to carry over unused leave time to a subsequent term. Time off for leave shall be approved in advance by the Village Manager.

MGT IMPACT SOLUTIONS, LLC

CLIENT:

By: _____

By: _____

Date: _____

Date: _____

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.



EXHIBIT B
Summary of Benefits

DOES NOT APPLY



MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: September 23, 2024
SUBJECT: An Ordinance Amending Appendix C - Basic Zoning Ordinance - Article 6 "Uses", Article 13 "Nonconformities", and Article 14 "Measures and Definitions"

RECOMMENDED ACTION:

This Ordinance approves text amendments in Appendix C - Basic Zoning Ordinance - Article 6 "Uses", Article 13 "Nonconformities", and Article 14 "Measures and Definitions". The Planning and Zoning Commission unanimously recommended approval by a vote of 6-0. Staff requests a waiver of the first reading as we are waiting to issue permits pending the approval of the text amendment.

BACKGROUND:

As noted in the past, the current Zoning Ordinance has some deficiencies in the text as a result of the process in which it was drafted and adopted. The Planning and Zoning Commission has recently reviewed several Variation requests for second story expansions within side yard setbacks and the Village Board directed staff to review and edit the Zoning Ordinance accordingly. Since January 1, 2023 there have been 4 Variations approved for a second story addition within a setback with an additional application awaiting issuance pending the approval of the Zoning Ordinance amendment. Staff also proposes a change within the Zoning Appendix to the Village Code to permit nonresidential accessory structures to be larger than 100.0 square feet. Staff has found the 100.0 square foot maximum size to be arbitrary and restrictive. This amendment would permit creative solutions to permit outdoor dining areas, garages, and other accessory structures on nonresidential property.

DISCUSSION: Article 6 "Uses", Section 6.10 "Accessory Uses and Structures"

- Correction of staff titles to be consistent with prior changes made.
- Changes to permit nonresidential accessory structures greater than 100 square feet.
- Remove quantity restriction from one (1) to many.
- Addition of requirements to clarify where nonresidential accessory structures can be placed onsite.

Article 13 "Nonconformities"

- Correction of staff titles to be consistent with prior changes made.
- Nonconforming lots
 1. Clarification that nonconforming lots can be used for Household Living uses to be consistent with other terms utilized in the Zoning Ordinance.
 2. Clarification that nonconforming lots may include use(s) that are compliant with the subject zoning district.
 3. Removal of compliance with lot requirements for nonconforming lots.
 4. Conformation that nonconforming uses cannot be expanded, enlarged, or increased in intensity and removal of other specifications for expansion.
- Renaming of moving to relocation for both structures and uses
- Revision to specify that nonconforming uses cannot be relocated on any portion of the same lot or another other lot.
- Loss of nonconforming status of uses
 1. Reduction of time period for loss of nonconforming status
 2. Elimination of period of discontinuance for acts of God or accidental fire
 3. Elimination of the Planning and Zoning Commission authorization to approve re-establishment of nonconforming uses through the Special Use procedures
- Damage and destruction of uses
 1. Revised to establish replacement is permitted when the damage to the structure is less than 50% of the replacement value
 2. Revision of the time frame for receiving a building permit
 3. Establishment of the replacement value of a legal nonconforming structure
- Damage and destruction of structures
 1. Established that when damage is greater than 50% of the replacement value that the structure may not be repaired or replaced and must then meet the requirements of the subject zoning district
 2. Revised to establish replacement is permitted when the structure has been damaged or destroyed less than 50% of the replacement value
 3. Establishes how replacement value is calculated

Article 14 "Definitions"

- Removal of "Accessory Structure or Use"
- Addition of "Structure, accessory" and clarification to "Structure, principal"
- Creation of "Use, accessory"

**AN ORDINANCE AUTHORIZING CERTAIN TEXT AMENDMENTS TO
THE ZONING ORDINANCE OF THE VILLAGE OF VILLA PARK RELATED TO
ARTICLE 6, ENTITLED “USES”, ARTICLE 13, ENTITLED “NONCONFORMITIES”,
AND ARTICLE 14 ENTITLED “MEASUREMENTS AND DEFINITIONS”**

WHEREAS, the Village of Villa Park (“Petitioner”) petitioned the Planning and Zoning Commission of the Village of Villa Park (“PZC”) to consider text amendments to Article 6, entitled “Uses”, Article 13 entitled “Nonconformities” and Article 14 entitled “Measurements and Definitions” of the Village’s Zoning Ordinance contained in Appendix C of the Village Code; and

WHEREAS, the PZC, subject to due notice as published in the Daily Herald on August 27, 2024, conducted a public hearing which was opened on September 12, 2024; and

WHEREAS, after taking and considering all public testimony, the PZC recommended that the Village Board approve certain proposed text amendments; and

WHEREAS, the corporate authorities find it advisable, necessary and in the best interest of the Village to amend its Zoning Code to amend Article 6, entitled “Uses”, Article 13 entitled “Nonconformities” and Article 14 entitled “Measurements and Definitions”, as set forth herein.

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 the various sections contained in Article 6, entitled “Uses”, Article 13, entitled “Nonconformities”, and Article 14, entitled “Measurements and Definitions” of the Villa Park Zoning Ordinance, as contained in Appendix C to the Villa Park Municipal Code, are hereby amended to read as set forth in Exhibit A, attached hereto and incorporated herein.

Ordinance No: _____

Section 3: If any provision or part of this Ordinance is declared invalid and of no further force and effect, the other provisions hereof shall remain in full force and effect and all ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

Section 4: This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed this _____ day of _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2024.

Nick Cuzzone, Village President

Attest:

Hosanna Korynecky, Village Clerk

Published in pamphlet form:

_____, 2024

Ordinance No: _____

EXHIBIT A

***Text Amendments to Zoning Ordinance of the Village of Villa Park Related to Article 6,
Entitled “Uses”, Article 13, Entitled “Nonconformities”, and Article 14 Entitled
“Measurements And Definitions”***

Text Amendments to Zoning Ordinance of the Village of Villa Park Related to Article 6, Entitled “Uses”, Article 13, Entitled “Nonconformities”, and Article 14 Entitled “Measurements And Definitions”

ARTICLE 6. - USES

6.10.1. - Generally Applicable Regulations

- D. Accessory structures may be established in conjunction with or after the principal building or use. They may not be established before the principal building or use is in place except where authorized by the Director of Community & Economic Development ~~Director~~.

6.10.3. - Nonresidential Accessory Structures

The following regulations govern use and installation of accessory structures in all districts other than R districts, except as more specifically regulated in this article.

- ~~A. A.——Rear yard setbacks shall be ten (10) feet. Only one (1) accessory structure is allowed per lot.~~
- ~~B. B.——Interior side yard setbacks shall be ten (10) feet. The area of the accessory structure may not exceed one hundred (100) square feet or one (1) percent of the area of the lot, whichever is greater.~~
- ~~C. Accessory structures related to outdoor seating accessory to an eating or drinking establishment are permitted in all yards.~~
- ~~D. Other detached accessory structures not related to outdoor seating are not permitted in the front yard or corner side yards.~~
- ~~E. Accessory structures shall be equal to or less than the footprint of the principal structure.~~

ARTICLE 13. - NONCONFORMITIES

SEC. 13.1. - GENERAL

13.1.2. - Intent

- B. The regulations recognize that buildings and structures have a long useful life and allowing their continued occupancy and modernization can be more desirable than requiring them to remain vacant if they cannot be made conforming. ~~Consequently, this ordinance authorizes the planning and zoning~~

~~commission to allow conversion of nonconforming uses and, under limited circumstances, expansions of nonconforming uses and structures.~~

13.1.4. - Determination of Nonconformity Status

- B. The ~~Director of Community & Economic Development~~ director is authorized to determine whether adequate proof of nonconforming status has been provided by the property owner.
- C. Building permits, lawfully recorded plats, ~~other official government records, and~~ aerial photography ~~owned by the government and other official government records~~ that indicate lawful establishment of the nonconformity constitute conclusive evidence of nonconforming status. If such forms of conclusive evidence are not available, the ~~Director of Community & Economic Development~~ director is authorized to consider whether other forms of evidence provided by the applicant are reliable and adequate to document nonconforming status. Common examples of evidence that may be determined to be reliable and adequate include:
 - 1. Professional registrations or licenses associated with a street address;
 - 2. Utility billing records;
 - 3. Leasing records;
 - 4. Advertisements in dated publications;
 - 5. Listings in telephone or business directories; and
 - 6. Notarized affidavits affirming the date of lawful establishment of the nonconformity.
- D. The ~~Director of Community & Economic Development's~~ director's determination of nonconforming status may be appealed in accordance with [Sec. 11.7](#).

SEC. 13.2. - LOTS

13.2.2. - Use of and Building on Nonconforming Lots

- A. A nonconforming lot in an R district may be used as a building site for ~~a single detached house~~ Household Living uses.

- B. A nonconforming lot in a nonresidential zoning district may be used as a building site and developed with a use(s) allowed in the subject zoning district. ~~If the zoning allows a variety of uses or a variety of intensities of uses and one or more uses or intensities would comply with applicable lot area and lot width regulations, while others would not, then only the uses or intensities that comply with applicable regulations are permitted.~~
- C. Development on nonconforming lots must comply with the ~~lot and B~~building ~~R~~regulations of the subject zoning district unless otherwise expressly stated.

SEC. 13.3. - USES

13.3.3. - Expansion of Use

- A. ~~A legal nonconforming use shall not be expanded, enlarged, or increased in intensity to include any land area or structure not previously occupied by such legal nonconforming use.~~

~~A nonconforming use of land that does not involve a building or structure or that is accessory to the nonconforming use of a building may not be expanded or extended beyond the area the use occupied at the time the use became nonconforming.~~

- B. ~~Nonconforming uses within a building may not be expanded except as expressly stated below:~~
 - 1. ~~A nonconforming use within a building may be expanded into another part of the same building that was occupied by the subject nonconforming use at the time the use became nonconforming;~~
 - 2. ~~Other expansions of a nonconforming use may be approved in accordance with the special use procedures of Sec. 11.4. In order to approve such an expansion of a nonconforming use, the planning and zoning commission must find that all of the following criteria have been met:~~
 - a. ~~In residential districts, the expansion will not result in an increase in the number of dwelling units;~~
 - b. ~~The expansion will comply with all applicable lot and building regulations of the subject zoning district;~~
 - c. ~~The appearance of the expansion will be compatible with the adjacent property and neighborhood;~~

- d. ~~Off-street parking is provided for the expansion in accordance with this zoning ordinance;~~
- e. ~~Rezoning the property would result in an inappropriate spot zoning;~~
- f. ~~The expansion will not be detrimental to the existing character of development in the immediate area or endanger the public health, safety, or general welfare; and~~
- g. ~~The use is consistent with the comprehensive plan.~~

13.3.4. - Remodeling and Improvements

A building in which a nonconforming use is located may be remodeled or otherwise improved as long as the remodeling or improvements do not violate any other regulations of this ~~Z~~zoning ~~O~~Ordinance.

13.3.5. - ~~Moving~~Relocation

A nonconforming use ~~shall not be relocated on the same lot or any other lot unless the relocation of such use meets the requirements of the zoning district in which the use is relocated.~~ may be moved in whole or in part to another location on the same lot only if the movement or relocation does not increase the extent of the nonconformity. A nonconforming use may be moved to another lot only if the use is allowed under the zoning regulations that apply to that (relocation) lot.

13.3.6. - Loss of Nonconforming Status

A. Abandonment

- 2. A nonconforming use is presumed abandoned when the use is discontinued or ceases for a continuous period of ~~twelve (12) months~~ninety (90) days or more.,~~provided that a nonconforming open-air use of land is presumed abandoned when the use is discontinued or ceases for a continuous period of sixty (60) days or more.~~
- 3. ~~Any period of discontinuance caused by acts of God or accidental fire are not counted in calculating the length of discontinuance.~~
- 4. ~~The planning and zoning commission is authorized to approve requests to re-establish an abandoned nonconforming use through the special use procedures of Sec. 11.4~~

B. Damage or Destruction

1. When a ~~building structure~~ containing a nonconforming use is destroyed or damaged by ~~less than 50% of the replacement value~~~~acts of God or accidental fire~~, the ~~building structure~~ may be restored or repaired, provided that no new nonconformities are created and that the existing extent of nonconformity is not increased. A building permit to reconstruct a destroyed or damaged structure must be obtained within ~~eighteen (18) months~~180 days of the date of occurrence of such damage and such repairs are completed within the timeframe of validity of the building permit.
2. When a structure containing a nonconforming use is destroyed or damaged by equal to 50% or more of the replacement value, the structure may not be restored or repaired and the use may not be reestablished except in compliance with all regulations applicable to the zoning district in which it is located.
3. The replacement value of the legal nonconforming structure shall be established by:
 - a. The sale of the structure within the previous year, or if that is not applicable;
 - b. An appraisal of the structure within the last two years, or if that is not available;
 - c. The amount for which the structure was insured prior to the date of damage or destruction, or if that is not available;
 - d. An alternative method determined acceptable by the Director Community & Economic Development.
2. ~~When a building containing a nonconforming use is demolished, damaged or destroyed by causes within the control of the owner and the extent of demolition, damage or destruction is more than fifty (50) percent of the market value of the structure, as determined by the property owner's certified appraiser, the use may not be reestablished except in compliance with all regulations applicable to the zoning district in which it is located.~~

SEC. 13.4. - STRUCTURES

13.4.3. - Alterations and Expansions

- B. A structure with a nonconforming setback may not be expanded horizontally ~~or vertically~~ within the required setback area, with the exception that. However, if the setback is nonconforming by 12 inches or less than 10% or 6 inches, whichever is greater, the nonconforming structure may be expanded horizontally ~~or vertically~~ provided that the expansion does not extend further into the required setback ~~area~~. A structure with a nonconforming setback may be expanded vertically, but only if the vertical expansion does not extend further into the required setback and does not exceed the maximum building height requirements applicable to the structure.

13.4.4. - **MovingRelocation**

A nonconforming structure may ~~not be relocated on the same lot or any other lot unless the relocation of such structure meets the requirements of the zoning district to which the structure is relocated. be moved in whole or in part to another location only if the movement or relocation eliminates or reduces the extent of nonconformity.~~

13.4.5. - **Loss of Nonconforming Status**

A. **Damage or Destruction**

1. In the event that a nonconforming structure is damaged or destroyed to the extent of equal to 50% or more of its replacement value, the structure may not be restored or repaired except in compliance with all regulations applicable to the zoning district in which it is located.
2. In the event that a nonconforming structure is destroyed or damaged by less than 50% of the replacement value, the structure may be restored or repaired, provided that no new nonconformities are created and that the existing extent of nonconformity is not increased. A building permit to reconstruct a destroyed or damaged structure must be obtained within 180 days of the date of occurrence of such damage and such repairs are completed within the timeframe of validity of the building permit.
3. The replacement value of the nonconforming structure shall be established by:
 - a. The sale of the structure within the previous year, or if that is not applicable;
 - b. An appraisal of the structure within the last two years, or if that is not available;

- c. The amount for which the structure was insured prior to the date of damage or destruction, or if that is not available;
- d. An alternative method determined acceptable by the Director of Community & Economic Development.

~~When a nonconforming structure is destroyed or damaged by acts of God or accidental fire, the structure may be restored or repaired, provided that no new nonconformities are created and that the existing extent of nonconformity is not increased. A building permit to reconstruct a destroyed or damaged structure must be obtained within eighteen (18) months of the date of occurrence of such damage.~~

- 2. ~~When a nonconforming structure is demolished, damaged or destroyed by causes within the control of the owner and the extent of demolition, damage or destruction is more than fifty (50) percent of the market value of the structure, as determined by the property owner's certified appraiser, the structure may not be reestablished except in compliance with all regulations applicable to the zoning district in which it is located.~~

~~B. — Damage or Destruction after Right-of-Way Acquisition~~

~~If a structure is rendered nonconforming or made more nonconforming by a public agency's acquisition of right-of-way and the structure is subsequently damaged or destroyed by any means, the structure may be reestablished, provided that no new nonconformities are created and that the existing extent of nonconformity is not increased. A building permit to reconstruct a destroyed or damaged structure must be obtained within eighteen (18) months of the date of occurrence of such damage.~~

ARTICLE 14. - MEASUREMENTS AND DEFINITIONS

SEC. 14.2. - DEFINITIONS

14.2.5. - Words and Terms Beginning with "A"

~~B. — Accessory structure or use:~~ A use or structure that meets the criteria established in 6.10.1.

~~B.C.~~ **Adjacent:** Lying near or in the immediate vicinity.

~~C.D.~~ **Agent:** A person duly authorized to act on behalf of the owner of the subject property.

- DE. Alley:** A public or private street that affords only a secondary means of access to abutting property.
- EF. Amateur Radio Facility:** Any tower or antenna used for non-commercial radio communications (transmission and reception) maintained by an FCC-licensed amateur radio operator.
- EG. Amusement ride:** Any mechanized device, or combination of devices, including electrical equipment that is an integral part of the device or devices, that carries passengers along, around, or over a fixed or restricted course for the primary purpose of giving its passengers amusement, pleasure, thrills, or excitement.
- GH. Annual (plant):** A plant that completes its life cycle in one year or less.
- HI. Apiary:** An enclosure used to house bees.
- IJ. Applicant:** The owner of the subject property or an agent authorized by the subject property owner to submit an application on the owner's behalf.

14.2.22. - Words and Terms Beginning with "S"

- Z. Structure, accessory:** A structure located in or on the ground on the same lot as a principal structure, and that is subordinate in size and use to the principal structure; provided, however, that this definition does not include underground tanks for the storage of any type of fuel.
- AA. Structure, principal:** A structure located in or on the ground where the primary use of the lot is conducted~~Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground or attached to something having a permanent or temporary location on or in the ground, including but without limiting the generality of the foregoing; buildings, advertising signs, backstops for tennis courts, pergolas, and swimming pools;~~ provided, however, that this definition does not include underground tanks for the storage of any type of fuel.
- AABB. Structural alterations:** Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any substantial change in the roof or in the exterior walls.
- BBC. Swimming pool:** Any temporary or permanent artificial pool or receptacle for water installed, constructed, or maintained in, on or above the ground (not including those enclosed and located entirely within a dwelling), having a perimeter of more than twenty-five (25) feet and a depth of more than two (2) feet at any point.

~~€€D.~~ **Swimming pool, private residential:** Any swimming pool constructed, installed, and maintained in or above the ground, outside of a building used as a dwelling unit.

~~If any provision or part of this article is declared invalid and of no further force and effect, the other provisions of this chapter shall remain in full force and effect.~~

14.2.24. - Words and Terms Beginning with "U"

B. **Use, accessory:** A use that meets the criteria established in 6.10.1.

~~C.~~ **Use, open-air:** storage yards, construction debris sites, used vehicle sales lots, vehicle impound yards, auto wrecking, junkyards, and similar open-air uses when the only buildings on the lot are incidental and accessory to the open-air use of the lot.

~~€D.~~ **Use, principal:** The main use of land or buildings as distinguished from a subordinate or accessory use.

ARTICLE 6. - USES

6.10.1. - Generally Applicable Regulations

- D. Accessory structures may be established in conjunction with or after the principal building or use. They may not be established before the principal building or use is in place except where authorized by the Director of Community & Economic Development.

6.10.3. - Nonresidential Accessory Structures

The following regulations govern use and installation of accessory structures in all districts other than R districts, except as more specifically regulated in this article.

- A. Rear yard setbacks shall be ten (10) feet.
- B. Interior side yard setbacks shall be ten (10) feet.
- C. Accessory structures related to outdoor seating accessory to an eating or drinking establishment are permitted in all yards.
- D. Other detached accessory structures not related to outdoor seating are not permitted in the front yard or corner side yards.
- E. Accessory structures shall be equal to or less than the footprint of the principal structure.

ARTICLE 13. - NONCONFORMITIES

SEC. 13.1. - GENERAL

13.1.2. - Intent

- B. The regulations recognize that buildings and structures have a long useful life and allowing their continued occupancy and modernization can be more desirable than requiring them to remain vacant if they cannot be made conforming.

13.1.4. - Determination of Nonconformity Status

- B. The Director of Community & Economic Development is authorized to determine whether adequate proof of nonconforming status has been provided by the property owner.
- C. Building permits, lawfully recorded plats, other official government records, and aerial photography that indicate lawful establishment of the

nonconformity constitute conclusive evidence of nonconforming status. If such forms of conclusive evidence are not available, the Director of Community & Economic Development is authorized to consider whether other forms of evidence provided by the applicant are reliable and adequate to document nonconforming status. Common examples of evidence that may be determined to be reliable and adequate include:

1. Professional registrations or licenses associated with a street address;
 2. Utility billing records;
 3. Leasing records;
 4. Advertisements in dated publications;
 5. Listings in telephone or business directories; and
 6. Notarized affidavits affirming the date of lawful establishment of the nonconformity.
- D. The Director of Community & Economic Development's determination of nonconforming status may be appealed in accordance with [Sec. 11.7](#).

SEC. 13.2. - LOTS

13.2.2. - Use of and Building on Nonconforming Lots

- A. A nonconforming lot in an R district may be used as a building site for Household Living uses.
- B. A nonconforming lot in a nonresidential zoning district may be used as a building site and developed with a use(s) allowed in the subject zoning district.
- C. Development on nonconforming lots must comply with the Building Regulations of the subject zoning district unless otherwise expressly stated.

SEC. 13.3. - USES

13.3.3. - Expansion of Use

A legal nonconforming use shall not be expanded, enlarged, or increased in intensity to include any land area or structure not previously occupied by such legal nonconforming use.

13.3.4. - Remodeling and Improvements

A building in which a nonconforming use is located may be remodeled or otherwise improved as long as the remodeling or improvements do not violate any other regulations of this Zoning Ordinance.

13.3.5. - Relocation

A nonconforming use shall not be relocated on the same lot or any other lot unless the relocation of such use meets the requirements of the zoning district in which the use is relocated.

13.3.6. - Loss of Nonconforming Status

A. Abandonment

2. A nonconforming use is presumed abandoned when the use is discontinued or ceases for a continuous period of ninety (90) days or more.

B. Damage or Destruction

1. When a structure containing a nonconforming use is destroyed or damaged by less than 50% of the replacement value, the structure may be restored or repaired, provided that no new nonconformities are created and that the existing extent of nonconformity is not increased. A building permit to reconstruct a destroyed or damaged structure must be obtained within 180 days of the date of occurrence of such damage and such repairs are completed within the timeframe of validity of the building permit.
2. When a structure containing a nonconforming use is destroyed or damaged by equal to 50% or more of the replacement value, the structure may not be restored or repaired and the use may not be reestablished except in compliance with all regulations applicable to the zoning district in which it is located.
3. The replacement value of the legal nonconforming structure shall be established by:
 - a. The sale of the structure within the previous year, or if that is not applicable;

- b. An appraisal of the structure within the last two years, or if that is not available;
- c. The amount for which the structure was insured prior to the date of damage or destruction, or if that is not available;
- d. An alternative method determined acceptable by the Director Community & Economic Development.

SEC. 13.4. - STRUCTURES

13.4.3. - Alterations and Expansions

- B. A structure with a nonconforming setback may not be expanded horizontally within the required setback area, with the exception that if the setback is nonconforming by 12 inches or less, the nonconforming structure may be expanded horizontally provided that the expansion does not extend further into the required setback. A structure with a nonconforming setback may be expanded vertically, but only if the vertical expansion does not extend further into the required setback and does not exceed the maximum building height requirements applicable to the structure.

13.4.4. - Relocation

A nonconforming structure may not be relocated on the same lot or any other lot unless the relocation of such structure meets the requirements of the zoning district to which the structure is relocated.

13.4.5. - Loss of Nonconforming Status

A. Damage or Destruction

- 1. In the event that a nonconforming structure is damaged or destroyed to the extent of equal to 50% or more of its replacement value, the structure may not be restored or repaired except in compliance with all regulations applicable to the zoning district in which it is located.
- 2. In the event that a nonconforming structure is destroyed or damaged by less than 50% of the replacement value, the structure may be restored or repaired, provided that no new nonconformities are created and that the existing extent of nonconformity is not increased. A building permit to reconstruct a destroyed or damaged structure must be obtained within 180 days of the date of occurrence of such damage

and such repairs are completed within the timeframe of validity of the building permit.

3. The replacement value of the nonconforming structure shall be established by:
 - a. The sale of the structure within the previous year, or if that is not applicable;
 - b. An appraisal of the structure within the last two years, or if that is not available;
 - c. The amount for which the structure was insured prior to the date of damage or destruction, or if that is not available;
 - d. An alternative method determined acceptable by the Director of Community & Economic Development.

SEC. 14.2. - DEFINITIONS

14.2.5. - Words and Terms Beginning with "A"

- B. **Adjacent:** Lying near or in the immediate vicinity.
- C. **Agent:** A person duly authorized to act on behalf of the owner of the subject property.
- D. **Alley:** A public or private street that affords only a secondary means of access to abutting property.
- E. **Amateur Radio Facility:** Any tower or antenna used for non-commercial radio communications (transmission and reception) maintained by an FCC-licensed amateur radio operator.
- F. **Amusement ride:** Any mechanized device, or combination of devices, including electrical equipment that is an integral part of the device or devices, that carries passengers along, around, or over a fixed or restricted course for the primary purpose of giving its passengers amusement, pleasure, thrills, or excitement.
- G. **Annual (plant):** A plant that completes its life cycle in one year or less.

- H. **Apiary:** An enclosure used to house bees.
- I. **Applicant:** The owner of the subject property or an agent authorized by the subject property owner to submit an application on the owner's behalf.

14.2.22. - Words and Terms Beginning with "S"

- Z. **Structure, accessory:** A structure located in or on the ground on the same lot as a principal structure, and that is subordinate in size and use to the principal structure; provided, however, that this definition does not include underground tanks for the storage of any type of fuel.
- AA. **Structure, principal:** A structure located in or on the ground where the primary use of the lot is conducted; provided, however, that this definition does not include underground tanks for the storage of any type of fuel.
- BB. **Structural alterations:** Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any substantial change in the roof or in the exterior walls.
- CC. **Swimming pool:** Any temporary or permanent artificial pool or receptacle for water installed, constructed, or maintained in, on or above the ground (not including those enclosed and located entirely within a dwelling), having a perimeter of more than twenty-five (25) feet and a depth of more than two (2) feet at any point.
- DD. **Swimming pool, private residential:** Any swimming pool constructed, installed, and maintained in or above the ground, outside of a building used as a dwelling unit.

14.2.24. - Words and Terms Beginning with "U"

- B. **Use, accessory:** A use that meets the criteria established in 6.10.1.
- C. **Use, open-air:** storage yards, construction debris sites, used vehicle sales lots, vehicle impound yards, auto wrecking, junkyards, and similar open-air uses when the only buildings on the lot are incidental and accessory to the open-air use of the lot.
- D. **Use, principal:** The main use of land or buildings as distinguished from a subordinate or accessory use.

Ordinance No. _____

**AN ORDINANCE AMENDING CHAPTER 14 OF THE VILLA PARK
MUNICIPAL CODE ESTABLISHING ADMINISTRATIVE FEES
ASSOCIATED WITH FLEEING AND ELUDING MOTOR VEHICLES
IN THE VILLAGE OF VILLA PARK, ILLINOIS**

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, under the Illinois Criminal Code, fleeing or attempting to elude a peace officer is a crime constituting a Class A misdemeanor and, in some cases, a Class 4 felony when the conduct is aggravated or involves a third or subsequent violation (see, 625 ILCS 11-204.1); and

WHEREAS, fleeing or attempting to elude a peace officer occurs when any driver or operator of a motor vehicle who, having been given a visual or audible signal by a peace officer directing such driver or operator to bring his vehicle to a stop, willfully fails or refuses to obey such direction, increases his speed, extinguishes his lights, or otherwise flees or attempts to elude the officer. See, 625 ILCS 5/11-204; and

WHEREAS, police are limited from engaging in motor vehicle pursuits related to minor offenses and this limitation, which is common public knowledge, has resulted in an increase of incidents of fleeing and eluding in the Village; and

WHEREAS, the Village has experienced approximately 141 incidents of fleeing and eluding cases since January 2022. In approximately 71% of those incidents the vehicle eluded officers, or a vehicle pursuit was not initiated or terminated due to safety reasons; and

WHEREAS, investigation and prosecution of motor vehicle fleeing and eluding cases require significant police resources, including, but not limited to, multiple hours spent reviewing

Ordinance No. _____

video, preparing police reports, conducting interviews, and conducting internal administrative reviews; often without any arrests due to not being able to positively identify the driver of a fleeing vehicle; and

WHEREAS, with an average of 4-6 incidents per month of fleeing and eluding incidents occurring in the Village, the increased incidents put an unreasonable strain on police resources; and

WHEREAS, an analysis by the Villa Park Police Department has determined that it costs the police department no less than nine hundred dollars (\$900) in resources for every incident of motor vehicle fleeing and eluding; and

WHEREAS, absent a positive identification of a driver of a motor vehicle, the registered owner of a motor vehicle is in the best position to know who is operating the registered owner's motor vehicle and to prevent the motor vehicle from being used to flee or in an attempt to elude a peace officer; and

WHEREAS, for the benefit of the health, safety and welfare of the Village's citizens, when drivers or operators who commit criminal violations for fleeing or attempting to elude a peace officer are not able to be apprehended, it is necessary and desirable to shift a portion of the Village's costs related to said criminal activity to the registered owner of the motor vehicle that was driven or operated to commit the criminal offense; and

WHEREAS, the administrative fee established for fleeing and eluding vehicles is not calculated as a revenue generating fee and is only enacted to recover a portion of the police resources expended by the Village in connection with this criminal activity; and

Ordinance No. _____

WHEREAS, the corporate authorities of the Village of Villa Park deem it desirable, necessary and in the public interest to establish administrative fees associated with motor vehicle from being used to flee or in an attempt to elude a peace officer in the Village of Villa Park.

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 Chapter 14, entitled “Motor Vehicles and Traffic” of the Villa Park Municipal Code, is hereby amended to add thereto a new Article V, and related sections, as set forth below:

ARTICLE V – ADMINISTRATIVE FEES FOR FLEEING AND ELUDING VEHICLES

Sec. 14-501: - ADMINISTRATIVE FEE AND NOTICE.

- A. The Police Department will charge an administrative fee of nine hundred dollars (\$900.00) to the registered owner of a motor vehicle that the police department has probable cause to believe was driven or operated within the jurisdictional limits of the Village of Villa Park to commit the criminal offense of fleeing or attempting to elude a peace officer under 625 ILCS 11-204 or 625 ILCS 11-204.1.
- B. The registered owner of the motor vehicle shall be established by the Police Department’s vehicle registration inquiry with the Illinois Secretary of State.
- C. Notice shall be given in writing to the registered owner. The notice shall include the following:
 1. Statement that the driver or operator of a motor vehicle registered to said owner fled or attempted to elude a Villa Park police officer after having been given a visual or audible signal by a peace officer directing such driver or operator to bring his or her vehicle to a stop.
 2. Date, approximate time, and approximate location of the event.
 3. Description of the motor vehicle as contained in the police officer's report.

4. Notice of the opportunity to contest the imposition of the administrative fee by hearing with instructions on how to do so.
 5. Notice that the administrative fee constitutes a debt due and owing to the Village.
 6. Notice shall be served upon the registered owner in any of the following manners:
 - a. Personal service by handing the notice to the registered owner, or to their employees or agents, by any authorized Village of Villa Park official, police officer, or code enforcement officer.
 - b. Mailing the notice by certified mail, return receipt requested, to the registered owner's last known address, according to the Illinois Secretary of State; or in the case of a business, to the address for the registered agent or the address for its principal place of business.
 - c. Personal service of process as authorized by the Illinois Code of Civil Procedure, 735 ILCS 5/2-203.3
 7. The date of service of the Notice shall be the date in which personal service is accomplished or the date on which the written notice is mailed.
- D. The administrative fee set forth in this Section may be transferred by the Police Department from the registered owner of the motor vehicle that the police department has probable cause to believe was used in fleeing or attempting to elude a peace officer to the driver or operator of said motor vehicle at the time of the offense, if the registered owner produces to the Police Department an affidavit attesting to the same, signed, under penalties of perjury, and notarized by both the registered owner and the driver or operator. Said affidavit must be served to the Police Department within thirty (30) days of the imposition of the administrative fee.

Sec. 14-501: - REQUEST FOR HEARING:

- A. An individual entity charged with an administrative fee may request, in writing within thirty (30) days of the imposition service of the notice of the administrative fee, a hearing.
 1. If the registered owner does not request a hearing under section 14-502 to contest the administrative fee within thirty (30) days of service, the registered owner shall have thirty (30) days to pay the debt. If not paid, the Village may seek to obtain a judgment on the debt and collect the judgment in any manner provided by law.
 2. The Chief of Police or their designee shall conduct the hearing.
 3. The hearing shall be informal, not subject to the formal rules of evidence, and may be conducted over the phone.

4. If, after the hearing, the Chief of Police or their designee determine that the imposition of the administrative fee was proper then they shall direct the collection of the administrative fee.
- B. If there is a determination that imposition of the administrative fee was improper, then the arrestee entity charged with the administrative fee shall not be required to pay the administrative fee. If the administrative fee has already been paid then the same will be refunded.
- C. The individual entity charged with an administrative fee may appeal the decision of the Chief of Police, or their designee, by requesting, in writing, within fourteen (14) days of the decision, an administrative hearing as set forth herein.

Sec. 14-503: - APPEAL—ADMINISTRATIVE HEARING:

- A. Upon the timely written request by the individual entity who has been charged the administrative fee, a hearing on the lawfulness of the imposition of the administrative fee shall be conducted in conjunction with the administrative adjudication provisions contained in Chapter 26 of this Code.
- B. Any sworn or affirmed report that is prepared in the performance of a law enforcement officer's duties and sufficiently describes the circumstances leading to the individual's arrest and processing or that a motor vehicle registered to the entity charged with an administrative fee was used in fleeing or attempting to elude a peace officer under 625 ILCS 11-204 or 625 ILCS 11-204.1 shall be admissible prima facie evidence of probable cause and the individual's entity's liability, unless rebutted by clear and convincing evidence.
- C. If after the hearing, the hearing officer finds that the imposition of the administrative fee was proper under the terms of this Article, the hearing officer may enter a written order finding the individual entity civilly liable to the Village of Villa Park.
- D. If the individual entity requests a hearing but fails to appear at the hearing, the hearing officer may enter a default order for the amount of the administrative fee against the individual entity.
- E. If the individual entity fails to timely request an administrative hearing, an order for the amount of the administrative fee shall be entered against the individual entity, unless said individual entity has affirmatively waived the right to an administrative hearing and agreed to pay the administrative fee.
- F. If after hearing, the hearing officer finds that the imposition of the administrative fee was improper then, the individual entity will not be charged the administrative fee.

Ordinance No. _____

Sec. 14-504: - ADMINISTRATIVE FEE A DEBT:

- A. The administrative fee imposed upon an individual entity shall constitute a debt due and owing to the Village. If an individual entity has not previously paid the administrative fee, the individual entity shall have thirty (30) days to pay the debt. If not paid, the Village may seek to obtain a judgment on the debt and collect the judgment in any manner provided by law.

Section 3: If any provision of this Ordinance or its application to any entity or circumstance is held invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability thereof shall not affect any of the remaining provisions or application of this Ordinance which can be given effect without the invalid or unenforceable provisions or application. To achieve this purpose, the provisions of the Ordinance are declared to be severable.

Section 4: This Ordinance shall be in full force and effect on November 1, 2024, following its passage, approval and publication in pamphlet form as required by law.

Passed this _____ day of _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2024.

Nick Cuzzone, Village President

Attest:

Hosanna Korynecky, Village Clerk

Published in pamphlet form:

_____, 2024



MEMORANDUM

TO: Village Board of Trustees
FROM: Julie Settles
DATE: September 23, 2024
SUBJECT: An Ordinance Amending Section 3-313(A) of Chapter 3 of the Villa Park Municipal Code in order to Increase By One the Maximum Number of Licenses Permitted Under the Class AAA Liquor License Classification

RECOMMENDED ACTION:

This ordinance will add a Class AAA increasing the total to 4 Class AAA licenses. The Liquor Commissioner has approved the issuance of this license.

BACKGROUND:

There are currently no available Class AAA liquor licenses, so the Village will need to adopt the attached ordinance to allow for this liquor license. The background check has been approved by the Liquor Commissioner. The Board reviewed the proposal on September 11, 2023 and the members present reached a consensus in favor of the proposal.

DISCUSSION:

The owner of 24 E. St. Charles Rd. is requesting a Class AAA to sell beer and wine only for consumption on the premises and for sale of beer and wine only in original packages for consumption off the premises. With this new license, there will be 4 total Class AAA licenses. The business proposed will be called Leena's and would be a wine bar with gaming.

Sec 3-303 of the Village Code includes the definitions of licenses. The following are definitions for the various tavern licenses.

(a)Class AAA—Tavern, beer and wine only: Class AAA licenses shall authorize the sale at retail of beer and wine only to patrons for consumption on the premises described in the license and the sale of beer and wine at retail in original packages for consumption off the premises.

(b)Class AA—Tavern, unrestricted: Class AA licenses shall authorize the sale at retail of alcoholic liquors for consumption on the premises described in the license and the sale of any alcoholic liquor at retail in original packages for consumption off the premises.

(c)Class A—Tavern, restricted: Class A licenses shall authorize the sale at retail of alcoholic liquors

for consumption on the premises described in the license but no sales of any alcoholic beverages for consumption off the premises.

**AN ORDINANCE AMENDING SECTION 3-313(A) OF CHAPTER 3 OF THE
VILLA PARK MUNICIPAL CODE IN ORDER TO INCREASE BY ONE
THE MAXIMUM NUMBER OF LICENSES PERMITTED UNDER
THE CLASS AAA 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 have the power to determine the number, kind and classification of liquor licenses and their fees; and,

WHEREAS, the Village President, as the Local Liquor Control Commissioner, has approved the application of Kanwar Sandhu, owner of Bear Hospitality, Inc. for 24 E. St. Charles Road, doing business as Leena’s Lounge, subject to the Village Board’s approval to increase the number of available liquor licenses under the Class AAA license classification for the sale of beer and wine only for consumption on the premises and for sale of beer and wine only in original packages for consumption off the premises.

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 Villa Park Municipal Code, as amended, be and is hereby amended to read as follows:

Class	Maximum Number
AAA	4

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 _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2024.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2024

Class of License	Definition	Original Issuance Fee
AAA	Tavern, beer and wine only: Class AAA licenses shall authorize the sale at retail of beer and wine only to patrons for consumption on the premises described in the license and the sale of beer and wine at retail in original packages for consumption off the premises.	\$1,900.00
AA	Tavern, unrestricted: Class AA licenses shall authorize the sale at retail of alcoholic liquors for consumption on the premises described in the license and the sale of any alcoholic liquor at retail in original packages for consumption off the premises.	\$3,000.00
A	Tavern, restricted: Class A licenses shall authorize the sale at retail of alcoholic liquors for consumption on the premises described in the license but no sales of any alcoholic beverages for consumption off the premises.	\$2,500.00
B	Package: Class B licenses shall authorize the sale at retail of alcoholic liquor in original packages only, but not for consumption on the premises where sold.	\$2,500.00

Class of License	Definition	Original Issuance Fee
C	Club: Class C licenses shall authorize the sale at retail of alcoholic liquors by a bona fide social or fraternal organization or club organized under the laws of the state, and not for pecuniary profit, solely for the promotion of some common object other than the sale or consumption of alcoholic liquors, to its members, their guests, and/or functions officially sanctioned by the organization or club, for consumption with the premises maintained by the club.	\$750.00
D	Full package, grocery or drug store: Class D licenses shall authorize the sale at retail of alcoholic liquors, and only in the original packages, by persons engaged in the sale of foods and foodstuffs, commonly known as grocers or groceries and only as an incident to such drug or grocery business and not to be consumed on the premises described in the license.	\$2,400.00

Class of License	Definition	Original Issuance Fee
D-1	Full package, convenience store: Class D-1 licenses shall authorize the sale at retail of alcoholic liquors on the premises specified in their original package and not for consumption on the premises of a retail establishment commonly known as a convenience store subject to the following conditions and restrictions: 1. That the premises shall be a convenience store which primarily sells food, beverages and convenience items often in conjunction with other uses such as a filling station or restaurant which other uses shall be considered the principal use; 2. The total floor and cooler space dedicated for the display of alcoholic liquor is limited to not more than twenty (20) percent of the gross floor area of the convenience store; 3. The display area of alcoholic beverages shall be compact and confined in a single area approved by the local liquor control commissioner; 4. Wine and spirits shall not be sold in containers less than seven hundred fifty (750) ml; 5. Beer shall not be sold in quantities of less than four (4) cans or bottles to any customer;	\$2,100.00

Class of License	Definition	Original Issuance Fee
	6. Each transaction for the sale of alcoholic liquor shall be with point-of-sale equipment that shall scan the identification of the customer as to verify age; 7. Window signs used for advertising the sale of alcoholic liquor shall be limited to twenty (20) percent of the permitted total window sign area.	
EEEE	Restaurant, Unrestricted: Class EEEE licenses shall prohibit video gaming but shall authorize the sale at retail in restaurants of alcoholic liquors to patrons at tables on the premises described in said license. Patrons are to be served only if they are seated at a table. The alcoholic beverages are to be consumed only in the portion of the premises described in the license in which food is ordered and served to patrons, and then only as part of the food ordered by and served to said patrons provided that the sale of liquor produces less than fifty (50) percent of the total gross receipts for such restaurant.	\$2,000.00

Class of License	Definition	Original Issuance Fee
EEE	Restaurant, unrestricted: Class EEE licenses shall authorize the sale at retail in restaurants of alcoholic liquors to patrons at tables on the premises described in said license. Patrons are to be served only if they are seated at a table. The alcoholic beverages are to be consumed only in the portion of the premises described in the license in which food is ordered and served to patrons, and then only as part of the food ordered by and served to said patrons provided that the sale of liquor produces less than fifty (50) percent of the total gross receipts for such restaurant.	\$2,500.00
EE	Restaurant, restricted, beer and wine only: Class EE licenses shall authorize the sale at retail in restaurants of beer and wine only to patrons at tables on the premises described in said license. Patrons are to be served only if they are seated at a table. The alcoholic beverages are to be consumed only in the portion of the premises described in the license in which food is ordered and served to patrons, and then only as part of the food ordered by and served to said patrons provided that the sale of liquor produces less than fifty (50) percent of the total gross receipts for such restaurant.	\$2,000.00

Class of License	Definition	Original Issuance Fee
G	Special events, by the day: Class G licenses shall authorize the sale at retail of beer and wine only by a bona fide educational, fraternal, political, civic, religious, or nonprofit organization only, and only on special occasions, and only for consumption on the premises described in the license, and only on the specific dates designated in the license. Such license may be issued by the local liquor control commissioner, but only upon evidence of proper liquor liability insurance coverage.	\$75.00 per day
H	Package, grocery or drug store: Class H licenses shall authorize the sale at retail of beer and wine only, and only in original packages, and in no event to be consumed on the premises described in the application of said license.	\$2,000.00
I	Restaurant sit-down bar, unrestricted: Class I licenses shall authorize the sale at retail of alcoholic liquor in restaurants to patrons, the same to be consumed by patrons only at tables or at a bar on the premises described in said license. Patrons are to be served only if they are seated at a table or at a bar.	\$2,750.00

Class of License	Definition	Original Issuance Fee
J	Municipal and/or park district, restricted: Class J licenses shall authorize the retail sale of alcoholic liquors on the premises owned wholly or jointly by municipalities and/or park districts under their corporate powers to contract or otherwise associate pursuant to Article VII of the 1970 Illinois Constitution and/or the Park District Code (105 ILCS 1-1 et seq.) in connection with the operation of an established food service facility during time when food is dispensed for consumption of the premises.	No fee
K	Class K licenses shall authorize the holder thereof to offer to the patrons of the licensed establishment, for the purpose of tasting or sampling, various and sundry different products of alcoholic liquor, free of cost. Such license shall be valid for only one (1) day and may be issued by the local liquor control commissioner upon evidence of proper insurance coverage, the amount to be determined at the discretion of the local liquor control commissioner. Further, Class K licenses may only be issued to licensees holding one (1) of the following other licenses authorized by this section: Class B, Class D, Class J, and Class H.	\$10.00 per day

Class of License	Definition	Original Issuance Fee
K-1	Class K-1 licenses shall authorize the holder of a such license to offer to customers of an establishment, that either (i) is not licensed to sell alcoholic liquor or (ii) is licensed only to sell packaged beer and wine for consumption off the premises, one (1) or more drinks for sampling purposes, free of cost, provided the total quantity of the sampling package, regardless of the number of containers in which the alcoholic liquor is being served, does not exceed one (1) ounce of distilled spirits; seven (7) one-ounce tastings or one (1) eight-ounce glass of wine; or sixteen (16) ounces of beer. In any event, all provisions of <u>section 3-416</u> shall apply to an on-premises retail licensee that conducts product sampling, and no more than one (1) sampling package shall be provided to a patron each day.	\$1,000.00
L	Banquet: Class L licenses shall authorize the consumption on premises described in the license where the business is that of a banquet facility. A banquet facility is any place kept, used, maintained, advertised or held out as a place where a prearranged private party, function or event for a specific social or business occasion may be held, either by invitation or reservation and not open to the general public, where the guests in attendance are served in a room designated and used exclusively for a private party, function or event, and where prepared meals and alcoholic beverages are sold pursuant to a contract.	

Class of License	Definition	Original Issuance Fee
Z	Family recreation and entertainment center: A Class Z license shall authorize the sale of alcoholic liquor to patrons in the licensed premises where the premises are used for a family recreation and entertainment center business, subject to the following terms and conditions: 1. Alcoholic liquor shall be ordered only in the designated alcohol service area, and alcoholic liquor shall be consumed only in the designated alcohol service area of the premises; 2. The licensee shall provide both physical limitations and employee supervision to prevent ordering or consumption of alcoholic liquor out of the designated alcohol service area; and 3. The designated alcohol service area shall be delineated on a floor plan on file with and approved by the liquor commissioner, together with a plan to limit service outside of the designated alcohol service area of the premises.	\$2,700.00



MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: September 23, 2024
SUBJECT: An Ordinance Approving a Special Use for a School at 1110 S Villa Ave.

RECOMMENDED ACTION:

This Ordinance approves Petition PZ-24-13 for a Special Use for the existing middle school located at 1110 S. Villa Avenue per Exhibit A. The Planning and Zoning Commission unanimously recommended approval by a vote of 6-0.

BACKGROUND:

The Subject Property includes an existing middle school. The property and existing use were annexed into Villa Park in 1958 per Ordinance 694 and at the time a Special Use was never approved for the site. The applicant now proposes an addition to the school and a Special Use is requested to accommodate the existing use and proposed additions. The Planning and Zoning Commission recommended approval with a vote of 6-0.

DISCUSSION:

The Planning and Zoning Commission held a public hearing on September 12, 2024 where they recommended approval of the request by a unanimous vote of 6-0. The Planning and Zoning Commission added a condition requiring landscaping on the school's property within the 15.0 foot school setback along the western property line, adjacent to S. Myrtle Avenue.

Ordinance No. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS, GRANTING THE
APPROVAL OF A SPECIAL USE FOR A SCHOOL AT THE PROPERTY
COMMONLY KNOWN AS 1110 S. VILLA AVENUE, VILLA PARK, ILLINOIS**

WHEREAS, the Village of Villa Park, DuPage County, Illinois (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 the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*), the President and Board of Trustees of the Village (the “Corporate Authorities”) may provide for zoning to regulate the development and use of real estate within its borders; and

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

WHEREAS, Section 11.4, entitled “Special Uses,” of Article 11, entitled “Review and Approval Procedures,” of the Zoning Ordinance specifically allows for the right to request for a Special Use; and

WHEREAS, Matthew Toepper of FGM Architects, Inc., (“Petitioner”), on behalf of Salt Creek School District 48, the owner of the Subject Property described below, submitted an application to request an approval of a Special Use for a school within the RS-7.5 Residential Single-Dwelling District (“RS-7.5 District”), and for the purpose of constructing an addition to Albright Middle School at the property legally described as follows

THE SOUTH 660 FEET OF THE EAST 330 FEET OF THE SOUTHEAST
QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP
39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
DUPAGE COUNTY, ILLINOIS.

Commonly known as 1110 S. Villa Avenue, Villa Park, Illinois 60181; Property Index Number 06-15-122-024 (the “Subject Property”); and

Ordinance No: _____

WHEREAS, the Subject Property is located within the RS-7.5 Residential Single Dwelling District of the Village of Villa Park, and in accordance with Table 6-1 of Article 6 of the Zoning Ordinance, the construction of an addition on the existing school within the RS-7.5 District requires the review and approval of a Special Use; and

WHEREAS, the Subject Property and existing use for the Albright Middle School were annexed into Villa Park in 1958 per Ordinance 694 and at that time a Special Use was never approved for the site; and

WHEREAS, Petitioners are requesting the approval for a Special Use at this time and for approval to construct an addition to the Subject Property in connection with the Special Use; and

WHEREAS, on September 12, 2024, the Zoning and Planning Commission conducted a public hearing at the Villa Park Village Hall, 20 S. Ardmore Street, Villa Park, Illinois 60181, in connection with the aforesaid application, after proper notice of said hearing was duly given; and

WHEREAS, after taking into consideration all evidence and testimony presented at the public hearing, the Planning and Zoning Commission reviewed the standards set forth in Section 11.4, entitled “Special Uses,” of Article 11, entitled “Review and Approval Procedures,” of the Zoning Ordinance, and on June 13, 2024, voted with six (6) in favor and none (0) opposed, to recommend approval of the requested Special Use; and

WHEREAS, the Corporate Authorities of the Village of Villa Park have considered the recommendations of the Planning and Zoning Commission; and

WHEREAS, the Subject Property has met all applicable requirements of Section 11.4, entitled “Special Uses,” of Article 11, entitled “Review and Approval Procedures,” of the Zoning Ordinance.

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

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

Section 2: The Corporate Authorities determine that the requested Special Use for the Subject Property is consistent with and in substantial compliance with all Village Board policies and plans and that the Petitioner has presented evidence to support each of the following conclusions:

- A. That the proposed use or activity is expressly authorized as a Special Use;
- B. That the proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
- C. That the proposed use will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity;
- D. That approval of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
- E. That the proposed Special Use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure and community services; and
- F. That the proposed Special Use complies with all applicable regulations of the Zoning Ordinance except as expressly approved in accordance with the procedures of this Zoning Ordinance.

Section 3: A special use request per Section 11.4, as set forth in Table 6-1, of the Zoning in Ordinance of the Village of Villa Park is hereby granted with respect to the Subject Property for the approval of a Special Use and for the purpose of constructing an addition to the existing school on the Subject Property, conditioned upon the School District's installation of landscaping on the Subject Property within the 15.0 foot setback along the western property line,

Ordinance No: _____

adjacent to S. Myrtle Avenue, in accordance with the plans titled *Albright Middle School Additions and Renovations, Salt Creek School District 48, 1110 S. Villa Ave., Villa Park, Illinois 60181*, prepared by FGM Architects, Inc., dated 09/04/2024, issued for zoning review and on file with the Village's Community & Economic Development Department.

Section 4: All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

Section 5: That this Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed this _____ day of _____, 2024.

AYES: _____
NAYS: _____
ABSENT: _____

Approved this _____ day of _____, 2024.

Nick Cuzzone, Village President

Attest:

Hosanna Korynecky, Village Clerk

Published in pamphlet form:

_____, 2024

[illegible]

ALBRIGHT MIDDLE SCHOOL ADDITIONS AND

RENOVATIONS
SALT CREEK SCHOOL DISTRICT 48
1110 S Villa Ave, Villa Park, IL 60181

ISSUED FOR ZONING REVIEW

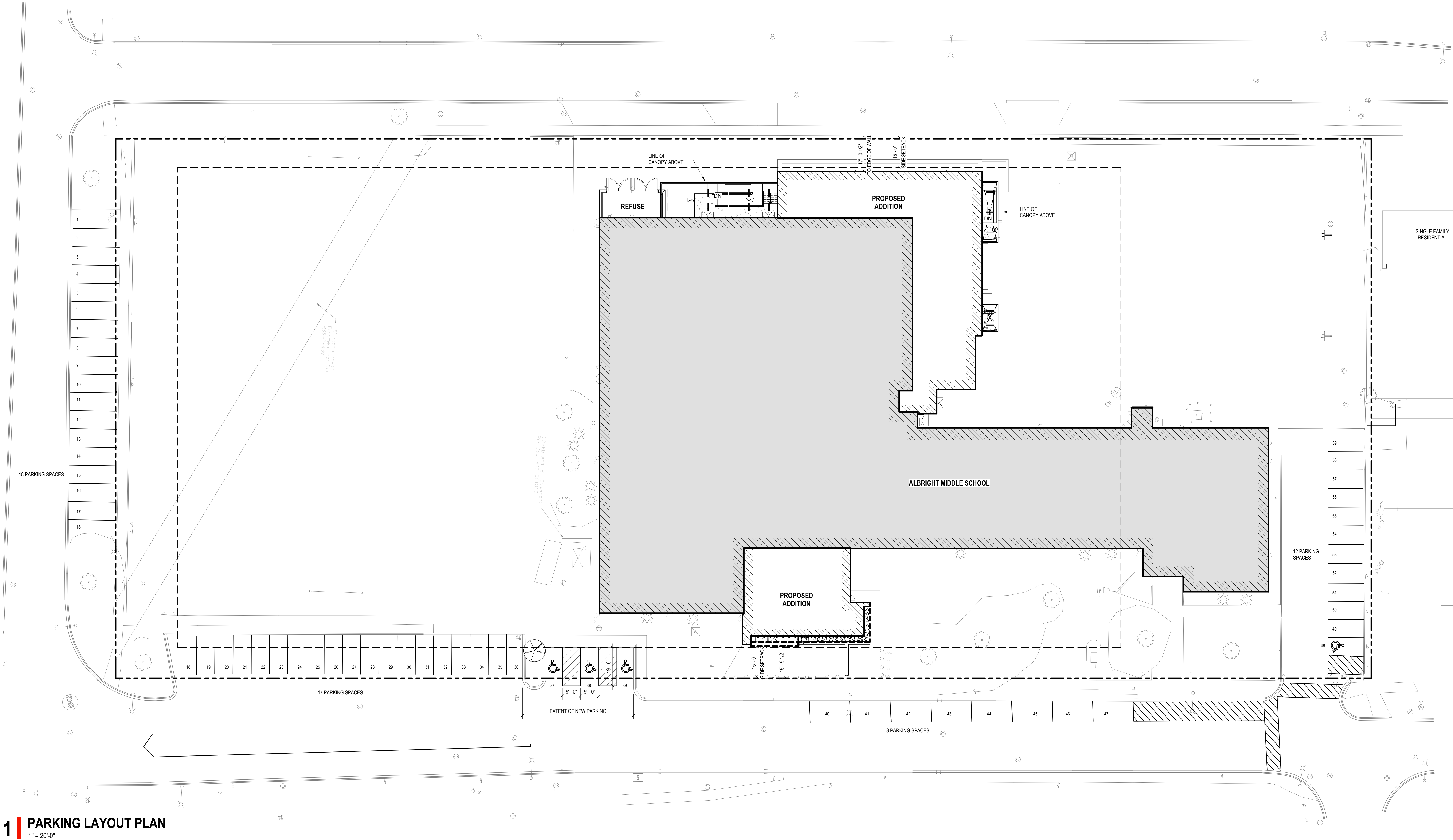
SITE PLAN

SHEET NO.

Z1.00

JOB NO. 24-4013.01
© 2024 FGM Architects Inc.





1 PARKING LAYOUT PLAN
1" = 20'-0"

PARKING STALLS PROVIDED:
PARKING STALLS REQUIRED: 41
41 STAFF MEMBERS
10 STALLS PER EMPLOYEE (SECTION 7.2 OF THE VILLA PARK MUNICIPAL CODE)
41 REQUIRED STALLS



FGM Architects Inc.
1211 W 22nd St, Suite 700
Oak Brook, Illinois 60523

630.574.8300 OFFICE
630.574.7070 FAX

ILLINOIS PROFESSIONAL DESIGN
FIRM #184-000350

CIVIL
ERIKSSON ENGINEERING ASSOCIATES, LTD.
100 COMMERCE DRIVE, SUITE A
GRANVILLE, IL 60030
847.223.4800 FAX
ILLINOIS STATE CERTIFICATE OF AUTHORITY
NO. 0000000000

LANDSCAPE

STRUCTURAL
MCCLOSKEY ENGINEERING CORPORATION
1880 HIGH GROVE AVE, SUITE 200
NAPERVILLE, IL 60563-5040
630.713.5353 FAX
ILLINOIS STATE CERTIFICATE OF AUTHORITY
NO. 0000000000

MEPP
AMSCO ENGINEERING, INC.
5115 REMOND RD, STE. A
DOWNERS GROVE, IL 60155
630.553.5555 FAX
ILLINOIS STATE CERTIFICATE OF AUTHORITY
NO. 0000000000

**NOT FOR
CONSTRUCTION**

FOR REVIEW ONLY

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implementation.

ISSUANCE
NO DATE DESCRIPTION
09/04/2024 ISSUED FOR ZONING
REVIEW

**ALBRIGHT MIDDLE SCHOOL ADDITIONS AND
RENOVATIONS**
SALT CREEK SCHOOL DISTRICT 48
1110 S Villa Ave, Villa Park, IL 60181

ISSUED FOR ZONING REVIEW

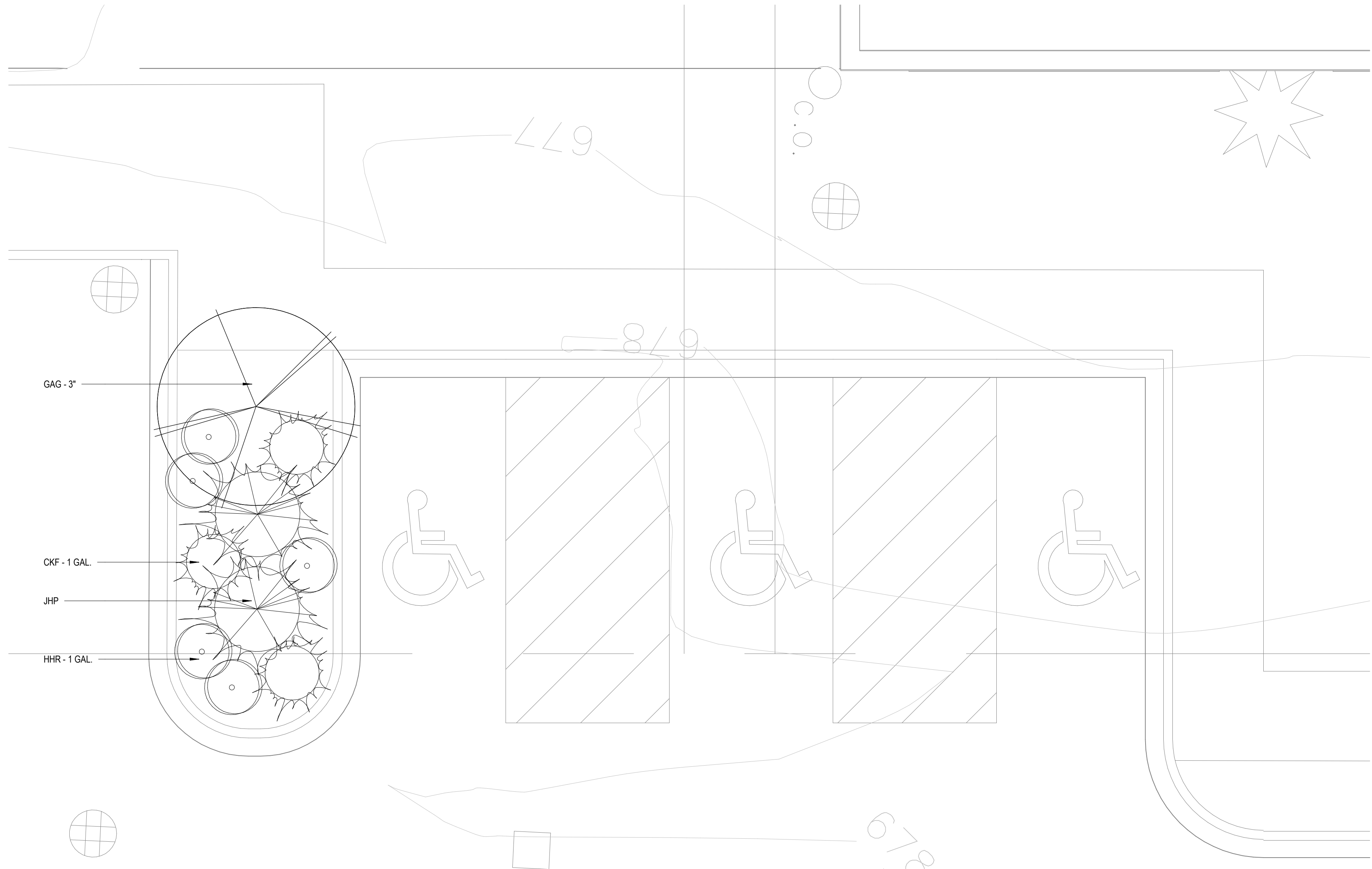
PARKING LAYOUT PLAN

SHEET NO.

Z1.01

JOB NO. 24-4013.01
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1 ENLARGED LANDSCAPE PLAN
1/4" = 1'-0"



KEY	QUANTITY	BOTANIC NAME	COMMON NAME	SIZE	REMARKS
CKF	3	CALAMAGROSITIS A. KARL FOERSTER	KARL FOERSTER FEATHER REED GRASS	1 GAL	
GAG	1	GINGKO B. 'AUTUMN GOLD'	AUTUMN GOLD MAIDENHAIR TREE	3"	
HHR	5	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	1 GAL	18" O.C.
JHP	3	JUNIPERUS H. FLUMOSA COMPACTA YOUNGSTOWN	YOUNGSTOWN ANDORRA COMPACT JUNIPER	#5	CONTAINER



FGM Architects Inc.
1211 W 22nd St, Suite 700
Oak Brook, Illinois 60523

630.574.8300 OFFICE
630.574.7070 FAX

ILLINOIS PROFESSIONAL DESIGN
FIRM #184-000350

CIVIL
ERIKSSON ENGINEERING ASSOCIATES, LTD.
100 CONNOR DRIVE, SUITE A
GRANVILLE, IL 60030
847.222.4800 FAX
ILLINOIS STATE CERTIFICATE OF AUTHORITY
NO. 000000000

LANDSCAPE

STRUCTURAL
MCCLOSKEY ENGINEERING CORPORATION
1885 HIGH GROVE AVE, SUITE 200
NAPERVILLE, IL 60563-5040
630.713.5353 FAX
ILLINOIS STATE CERTIFICATE OF AUTHORITY
NO. 000000000

MEPF
AMSCO ENGINEERING, INC.
5115 REMOND RD, STE A
DOWNERS GROVE, IL 60155
630.521.5251 FAX
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ISSUANCE		
NO	DATE	DESCRIPTION
	09/04/2024	ISSUED FOR ZONING REVIEW

ALBRIGHT MIDDLE SCHOOL ADDITIONS AND RENOVATIONS
SALT CREEK SCHOOL DISTRICT 48
1110 S Villa Ave, Villa Park, IL 60181
ISSUED FOR ZONING REVIEW

ENLARGED SITE PLAN

SHEET NO.
Z1.02

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RENOVATIONS

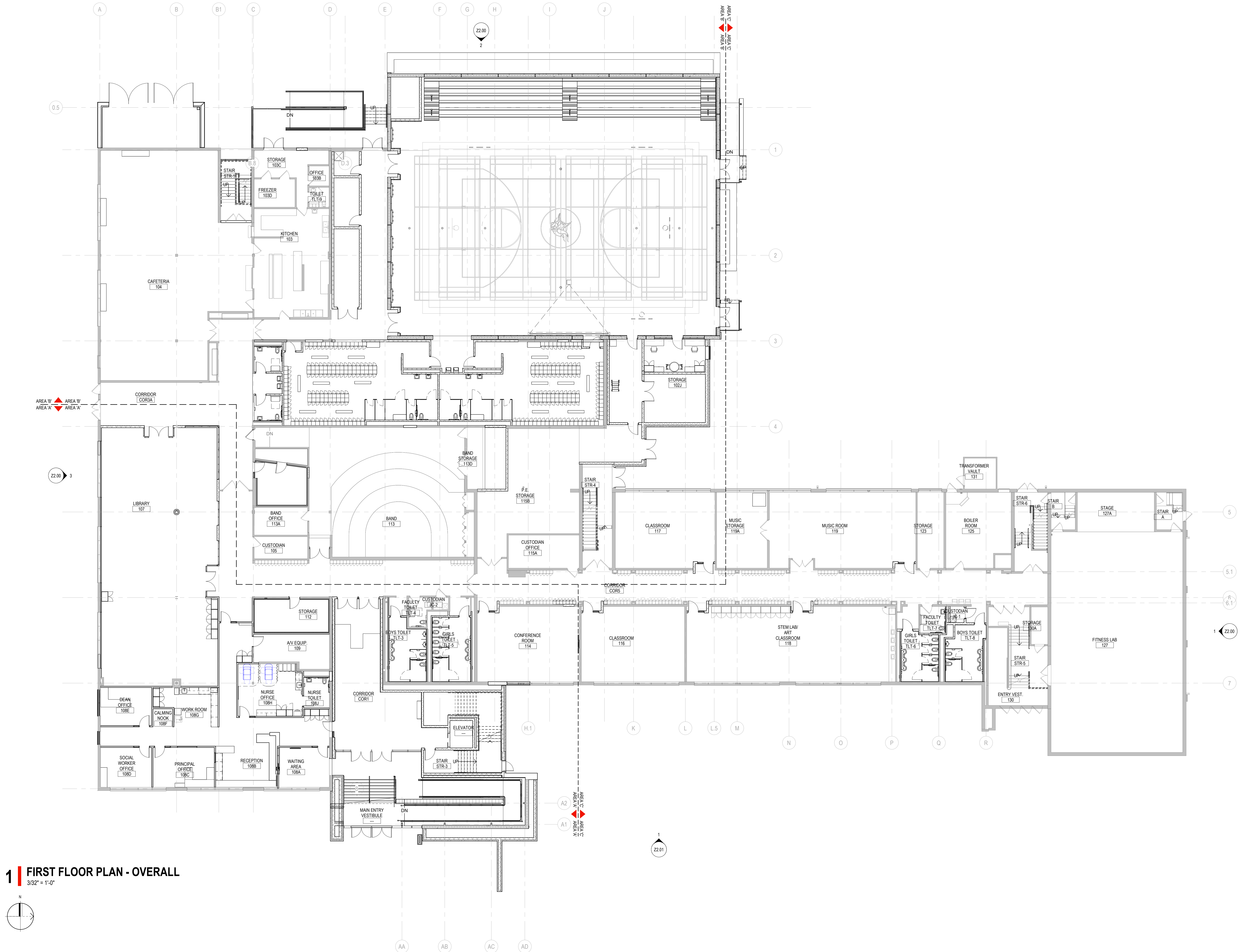
RENOVATIONS
SALT CREEK SCHOOL DISTRICT 48
1110 S Villa Ave, Villa Park, IL 60181

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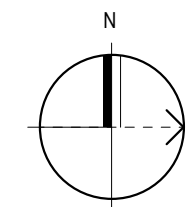
GENERAL FIRST FLOOR PLAN

NO. **Z1.10**

JOB NO. 24-4013.01
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1 FIRST FLOOR PLAN - OVERALL



for regulatory approval, permit or
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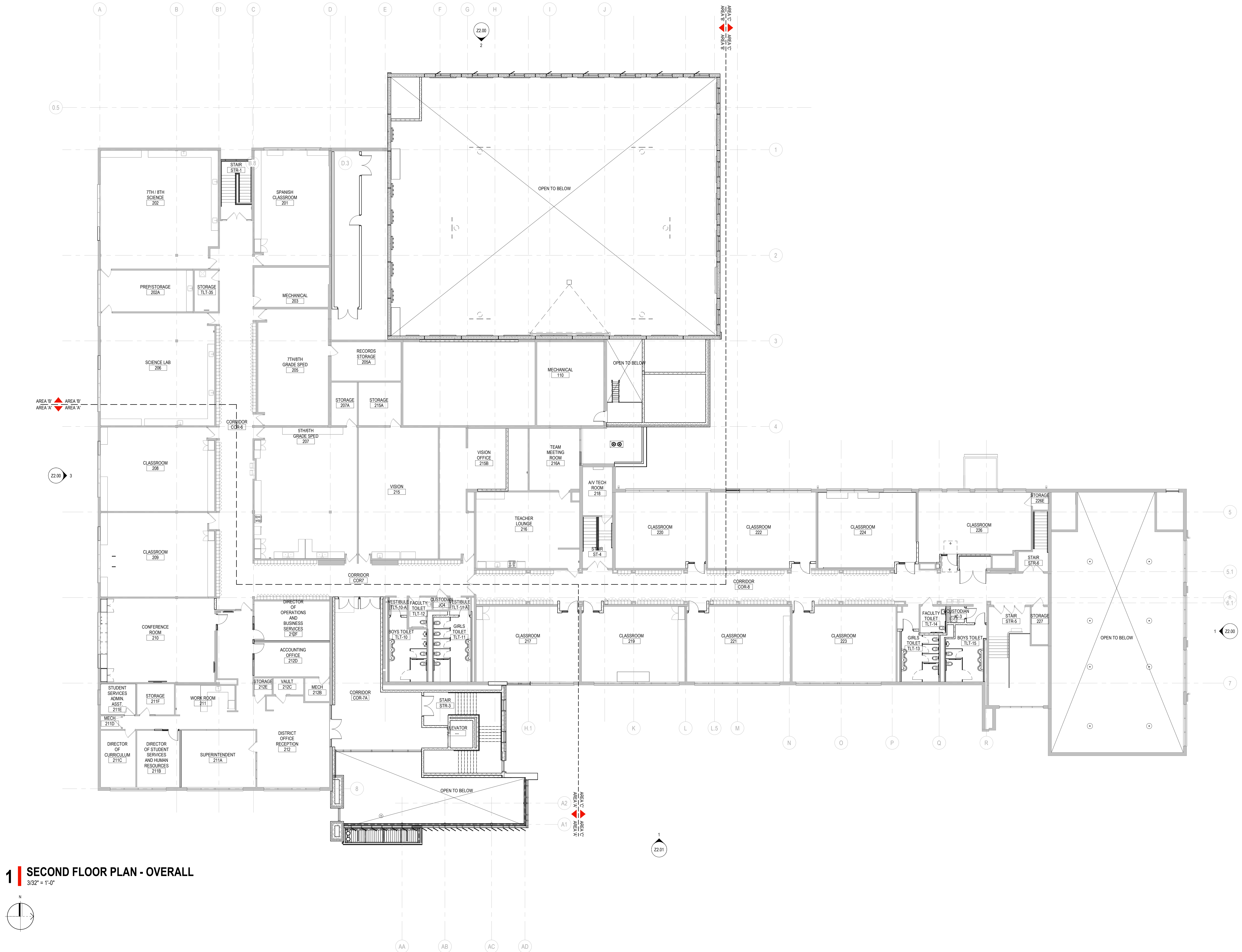
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RENOVATIONS
SALT CREEK SCHOOL DISTRICT 48
1110 S Villa Ave, Villa Park, IL 60181

OVERALL SECOND FLOOR PLAN

NO. **Z1.20**

JOB NO. 24-4013.01
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1 SECOND FLOOR PLAN - OVERALL



LESSON ENGINEERING ASSOCIATES, LTD.
 11111 COMMERCE DRIVE, SUITE A
 LAKE, IL 60050
 (312) 480-4100
 IL STATE CERTIFICATE OF AUTHORITY
 0000000000

DISCUSSION

STRUCTURAL
CLUSKEY ENGINEERING CORPORATION
HIGH GROVE LN, SUITE 200
VILLAGE, ILLINOIS 60540
7.5335 (0)
ILLINOIS STATE CERTIFICATE OF AUTHORITY
XXXXXXXXXX

ECO ENGINEERING, INC.
ELMONT RD STE A,
EFS GROVE, IL 60515
5.1555 (0)
IL STATE CERTIFICATE OF AUTHORITY
0000000000

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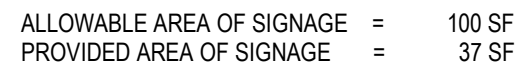
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RENOVATIONS
SALT CREEK SCHOOL DISTRICT 48
1110 S Villa Ave, Villa Park, IL 60181

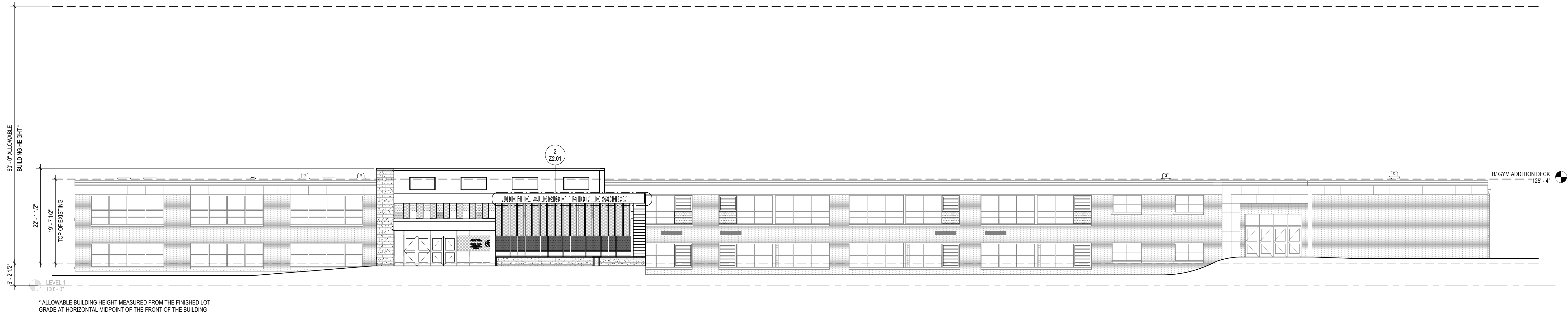
OVERALL ELEVATIONS

NO. **Z2.01**

JOB NO. 24-4013.01
024 FGM Architects Inc.



2 BUILDING SIGNAGE



1 OVERALL EXTERIOR ELEVATION - EAST
3/32" = 1'-0"





MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: September 23, 2024
SUBJECT: An Ordinance Authorizing TIF Grant Programs for Facade, Tenant, and Site Improvements and Rescinding Resolution 15-11, Resolution 2206, and Ordinance 3627

RECOMMENDED ACTION:

This Ordinance approves TIF grant programs for facade, tenant, and site improvements while simultaneously rescinding Resolution 15-11, Resolution 2206, and Ordinance 3627 for prior grant programs. The Economic Development Commission reviewed the proposed grants on September 18, 2024 and voted 4-0 to give a positive recommendation to the Village Board for consideration.

BACKGROUND:

The proposed grant programs would replace existing grant programs previously offered within the Village. The proposed programs would be eligible for properties within TIF districts and operate as a grant reimbursement program with the Village with TIF funds matching up to a 50% of eligible expenses. Reimbursements would be awarded in amounts from \$2,500-25,000. Permit fees would also be 100% reimbursable in addition to the \$25,000 maximum refund allowance. Applicants would be permitted to apply for and receive all 3 grants. An applicant would be permitted to receive up to \$25,000 within a 5-year period.

DISCUSSION: Outlines of each program are included below:

Facade Improvement Program

- Operates as a grant reimbursement up to 50% of design and improvement costs for qualified improvements to facades of buildings or tenant spaces in view of the public or private roadway right-of-way.
- Reimbursements will be awarded between \$2,500-25,000.
- Applicants must be either the property owner or lessee of the subject commercial space.
- Eligible improvements would include: masonry restoration, exterior painting, wall facade construction, repair and treatment, historic renovation or architectural feature restoration or replacement, exterior demolition associated with new improvements, new or replacement storefront systems, doors, windows, parapets, coping and trim, awnings and shutters, steps,

porches, and railings, roof replacements, exterior lighting (excluding fixtures in parking areas), permanent outdoor dining enclosures (including permanent fencing, patio, pergola, bollards, etc.), signage

- Ineligible improvements would include: routine maintenance (touch-up paint, etc.), site improvements, such as parking lots, landscaping, sidewalks, and parking lot lighting (see site improvement program), interior improvements (see tenant improvement program), security systems, fire alarms, mechanical equipment, seasonal outdoor dining improvements, improvements not visible from the public or private roadway right-of-way, improvements not consistent with current Code
- Eligible costs would include architectural and engineering fees, permits and fees, materials, and construction labor.
- Review of proposals would be done based on grading scale considering: need, scale, building materials, building prominence, use, and relocation.
- Applicants would be required to submit 3 bids for the proposed work. The Village would reimburse based on the lowest bid but does not require that an applicant go with the lowest bid.

Tenant Improvement Program

- Operates as a grant reimbursement up to 50% of design and improvement costs for qualified improvements to tenants/property owners.
- Reimbursements will be awarded between \$2,500-25,000.
- Applicants must be either the property owner or lessee of the subject commercial space.
- Eligible business types include: restaurants, breweries, and bars with indoor dining rooms, retail (such as boutiques, apparel, jewelry, grocery, gift shops, cosmetics, books, hardware, specialty shops), creative arts and entertainment uses (such as performing arts theater, club, movie theater, paint n sip, ceramic studios, indoor amusement), auto dealerships in TIF 3 only, and hotels.
- Ineligible business types include: deliver/carry-out, or drive-thru only restaurants, service uses (such as spas, beauty salons, massage studios, dry cleaners, day care facilities, martial art/dance studios, gyms/yoga studios, etc.), automotive body work, paint, repair centers, fueling station, design showrooms, professional/medical offices, banks/financial institutions, funeral homes, tobacco and alternative tobacco sales.
- Eligible improvements would include: interior demolition/shell reconstruction, drywall, permanent plumbing fixtures, permanent electrical improvements, HVAC/mechanical, flooring, permanent lighting, permanent equipment (such as a kitchen), interior doors, improvements which achieve compliance with the Illinois Accessibility Code, water and sewer service upgrade and/or replacement
- Ineligible improvements would include: Routine maintenance, painting/wall coverings, artwork, furniture, removable fixtures, and non-fixed equipment.
- Eligible costs would include architectural and engineering fees, permits and fees, materials, and construction labor.
- Review of proposals would be done based on grading scale considering: Need, location, scale, activation of vacant space, and use.
- Applicants would be required to submit 3 bids for the proposed work. The Village would reimburse based on the lowest bid but does not require that an applicant go with the lowest bid.

Site Improvement

- Operates as a grant reimbursement up to 50% of design and improvement costs for qualified improvements to tenants/property owners.
- Reimbursements will be awarded between \$2,500-25,000.
- Applicants must be either the property owner or lessee of the commercial property.
- Eligible improvements would include: parking lot replacement not including sealcoating and striping, landscaping including the addition of parking lot islands, parking lot screening, foundation plantings, landscaping surrounding ground mounted signage, and removal and replacement of invasive and diseased plant material, trash enclosures compliant with current municipal code regulations, lighting including parking lot illumination compliant with current municipal code regulations, ADA accessibility including ramps, sidewalks, guardrails, and accessible routes, and sidewalk replacement
- Ineligible improvements would include: routine maintenance of above listed items, interior improvements (see Tenant Improvement Program), exterior building improvements (see Facade Improvement Program), and replacement of dead or dying existing landscaping onsite.
- Eligible costs would include architectural and engineering fees, permits and fees, materials, and construction labor.
- Review of proposals would be done based on grading scale considering: Need, scale, code compliance, use, and relocation.
- Applicants would be required to submit 3 bids for the proposed work. The Village would reimburse based on the lowest bid but does not require that an applicant go with the lowest bid.

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS
APPROVING AND ADOPTING THE VILLA PARK FAÇADE, TENANT AND
SITE IMPROVEMENT PROGRAMS AS PART OF A LOCAL INCENTIVE TO
REVITALIZE THE VARIOUS TIF DISTRICTS WITHIN THE VILLAGE**

WHEREAS, the Village of Villa Park, DuPage County, Illinois (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 has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and to otherwise further the best interests of the Village; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act,” 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the “TIF Act”), the Village has established certain redevelopment project areas (“Redevelopment Project Areas”) within certain lawfully established TIF Districts in the Village; and

WHEREAS, the purpose of the TIF Act is to improve properties located within the established Redevelopment Project Areas in order to encourage private investment and enhance the tax base of the Village; and

WHEREAS, pursuant to the TIF Act, and in furtherance of the plans applicable to the Village’s Redevelopment Project Areas, the Village desires to implement façade, tenant and site improvement programs to encourage owners and tenants located within the Redevelopment Project Areas to improve their properties located within the Village’s TIF Districts by offering grant reimbursement awards in amounts not to exceed \$25,000, to allow for the Village’s match up to 50% of qualified costs for eligible improvements incurred by qualified grant applicants.

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

Ordinance No: _____

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

Section 2: The *Village of Villa Park Façade Improvement Program – TIF Districts Only*, attached hereto as Exhibit A, the *Village of Villa Park Tenant Improvement Program*, attached hereto as Exhibit B, and the *Village of Villa Park Site Improvement Program – TIF Districts Only*, attached hereto as Exhibit C, all of which are incorporated herein and made a part hereof, are hereby approved and adopted by the Corporate Authorities as part of a local incentive to revitalize the Village’s various TIF Districts, and the Village Manager is hereby authorized to enter into all related grant agreements, in the form approved by the Village attorney, in order to implement the programs adopted herein

Section 3: Resolution No. 15-11, Resolution No. 2206 and Ordinance No. 3627, previously establishing assistance programs within certain specified TIF Districts of the Village are hereby expressly repealed and all other ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance, to the extent of such conflict, are expressly repealed.

Section 4: That this Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed this _____ day of _____, 2024.

AYES: _____
NAYS: _____
ABSENT: _____

Approved this _____ day of _____, 2024.

Nick Cuzzone, Village President

Attest:

Hosanna Korynecky, Village Clerk

Published in pamphlet form:

_____, 2024

Ordinance No: _____

EXHIBIT A

Village of Villa Park Façade Improvement Program – TIF Districts Only

Village of Villa Park

Façade Improvement Program – TIF Districts Only

Program Purpose and Overview

- The Façade Improvement Program operates as a grant reimbursement with the Village or TIF matching 50% of design and improvement costs for qualified improvements to the facades of buildings or tenant spaces in view of the public or private roadway right-of-way. Program guidelines, qualifications, and terms are described below.
- All properties within a TIF District are eligible.
- Reimbursements will be awarded in amounts between \$2,500 and \$25,000 (50% of the total design and improvement costs for projects with a total value of \$5,000 or greater).
- Permits are 100% reimbursable, in addition to the \$25,000 maximum refund allowance.

Business Eligibility & Requirements

1. Applicants must be either the property owner or the lessee of the subject commercial space. If the applicant is the Lessee, written approval of the property owner must be submitted with the application to participate in the program and consenting to all building modifications.
2. The applicable building façade must either abut a public or private roadway right-of-way or shall be substantially visible from the public or private roadway right-of-way to be eligible for the program.
3. Total costs for proposed façade improvements must exceed \$5,000 to participate in the program.
4. Both existing and new commercial buildings are eligible for grant funding provided new improvements to the façade with costs exceeding \$5,000 are proposed.
5. Properties with unresolved code enforcement cases will not be eligible to receive grant funding except for applications which would address the code enforcement case.
6. A maximum of \$25,000 would be reimbursed within a five-year period for any individual tenant space.
7. The grant agreement between the applicant and the Village must be approved by the Village Manager before any costs requested are reimbursed.

Eligible Improvements

The following improvements are eligible to receive funding through the program. A building or business owner who is undertaking an improvement project that includes a portion of the eligible improvements may apply for the matching funding, but only the improvements below will be eligible for funding.

Improvements Eligible for Façade Grant Funding:

- Masonry restoration (paint removal, acid cleaning, tuckpointing, etc.)
- Exterior painting (full re-paint or change in color)
- Wall façade construction, repair, and treatment
- Historic renovation or architectural feature restoration or replacement
- Exterior demolition associated with new improvements

Ordinance No: _____

- New or replacement storefront systems, doors, windows, parapets, coping, and trim
- Awnings and shutters
- Steps, porches, and railings
- Roof replacements
- Exterior lighting (excluding fixtures in parking areas)
- Permanent outdoor dining enclosures (including permanent fencing, patio, pergola, bollards, etc.)
- Signage including ground signage and building mounted signage and the removal of nonconforming sign

Ineligible Improvements for Façade Grant Funding:

- Routine maintenance (touch-up paint, etc.)
- Site improvements, such as parking lots, landscaping, sidewalks, and parking lot lighting (see Site Improvement Program)
- Interior improvements (see Tenant Improvement Program)
- Security systems, fire alarms, mechanical equipment, etc.
- Seasonal outdoor dining improvements, planters, temporary fencing, or other non-permanent fixtures
- Any improvements not visible from the public or private roadway right-of-way
- Any improvements that are inconsistent with the current Codes

All improvements must comply with all applicable codes and standards of the Village of Villa Park, applicable goals set forth by the Village of Villa Park, and the Municipal Code. The Applicant must not begin construction prior to the Village approving the grant agreement. All permits must be issued prior to construction commencing. All grant agreements are null and void if the construction starts prior to permits being issued.

Eligible Costs

When included within the scope of work for an eligible building façade, costs below are eligible for reimbursement commensurate with the proportion of the work eligible for grant funding:

- Architectural and engineering fees (conceptual designs and construction drawings)
- Permits and fees
- Materials
- Construction labor

Review of Proposals

Grant awards will be determined by the Director of Community & Economic Development on a first-come, case-by-case basis until the total annually budgeted funds are expended. Applications that are denied can be revised and resubmitted if deficient/disqualifying characteristics can be corrected.

Staff will consider the following criteria to determine whether to issue a grant award for each proposed project:

1. Need (0-10 points)
 - a. 10 points will be awarded to projects where the existing façade or elements thereof:
 - i. Have exceeded their useful life and can no longer be regularly maintained in an aesthetic manner;
 - ii. Are incompatible to the current/proposed use; and/or
 - iii. Are no longer compliant with current Code, etc.
 - b. 5 points will be awarded to projects which are primarily comprised of alterations/modifications (veneer/siding changes, lighting, parapets, awning styles, painting, doors, windows, etc.) to facades which otherwise remain in good repair.
 - c. 0 points will be awarded to projects that are being pursued exclusively for branding or rebranding purposes where maintenance issues with existing facades are not significant.
2. Scale (0-10 points)
 - a. 10 points will be awarded to projects including replacement of entire building facades;
 - b. 5 points will be awarded to projects including partial façade improvements or combinations of improvements including new entries (door/window storefront systems), parapets, canopies/marquees, and/or accessibility accommodations.
 - c. 0 points will be awarded to projects comprised exclusively of minor elements including color changes/painting, awnings, shutters, railings, gooseneck lighting fixtures, etc.;
3. Building Materials (0-10 points)
 - a. 10 points will be awarded to projects with façade improvements primarily comprised of masonry, stone, glass, cementitious siding, faux/composite wood, aluminum storefront systems, and/or woven awning canvas cloth;
 - b. 5 points will be awarded to projects with façade improvements primarily comprised of wood, stucco, ACM panels, faux masonry/stone veneers, or projects that are limited in scope to new storefront systems, metal awnings, permanent outdoor dining enclosures, but do not include changes to existing façade materials; and
 - c. 0 points will be awarded to façades primarily comprised of EIFS or aluminum/vinyl siding, or scopes or work limited to repainting of an existing façade.
4. Building Prominence (0-10 points)
 - a. 10 points will be awarded to projects with buildings setback 0-25.0 feet from the right-of-way.
 - b. 5 points will be awarded to projects with buildings setback 25-75.0 feet from the right-of-way.
 - c. 0 points will be awarded to projects with buildings setback 75.0 feet or more from the right-of-way.
5. Use (0-10 points)
 - a. 10 points will be awarded for restaurants, breweries, and bars with indoor dining rooms.
 - b. 5 points will be awarded for take-out or delivery food operation, retail, creative arts and entertainment uses, auto dealerships (in TIF 3 only), and hotels.
 - c. 0 points will be awarded for other uses not listed above in a and b.
6. Relocation (0-10 points)
 - a. 10 points will be awarded to a new or relocating business from another municipality to Villa Park TIF district.
 - b. 5 points will be awarded if relocating to a TIF from a non-TIF location in Villa Park.

- c. 0 points will be awarded to a business already located or relocating within a TIF district.

Projects which will be eligible for a grant award must achieve a minimum combined score of at least half (30) of the available 60 points.

Please note that the approved grant amount may be less than the maximum, depending on Village program priorities, funding availability, and eligible project expenditures.

Grant Terms and Conditions

1. Grant Funds

- a. All Façade Improvement Program Grants are subject to the availability of funding.
- b. Fifty (50) percent of eligible costs related to the approved grant project will be reimbursed up to a maximum of \$25,000 (for projects with total costs in excess of \$50,000).
- c. The applicant must have a minimum total project cost of \$5,000 to participate in the Program.

2. Eligibility

- a. Applicants must be either the property owner or the lessee of the subject commercial space. If the applicant is the Lessee, written approval from the property owner must be submitted with the application to participate in the program and consenting to all building modifications.
- b. The building façade must either abut a public or private roadway right-of-way or shall be substantially visible from the public or private roadway right-of-way to be eligible for the program.
- c. Within a five-year period, a maximum Façade Improvement grant of \$25,000 will be reimbursed for façade improvements. Exceptions may be considered on a case-by-case basis for large, multi-tenant buildings given the availability of program funds.
- d. Applicants may also apply for Tenant and Site Improvement grants simultaneously with the Façade Improvement grant.

3. Bidding

- a. At least three (3) competitive quotes/bids must be obtained. All quotes must be received from contractors who are licensed to work in the State of Illinois and in the Village of Villa Park (if required) and meet all bonding, insurance, and prevailing wage requirements.
- b. The Village of Villa Park must approve the Applicant's chosen contractor(s) prior to the execution of any agreements. The Applicant is responsible for selecting the contractor(s) and executing any corresponding agreement(s); however, the Village will reimburse the Applicant for costs equivalent to fifty percent (50%) of the lowest qualified bid amount.

4. Zoning Approval

- a. Where applicable, zoning approvals relating to architecture, landscaping, lighting, and signage changes within the scope of work must be obtained prior to permit issuance.
- b. Zoning applications must be applied for within sixty (60) days of grant approval.

5. Permits, Construction, & Inspections

- a. All necessary permit applications and corresponding documentation, including architectural/construction drawings, must be submitted within ninety (90) days of grant and/or zoning approval.
 - b. All necessary permits must be obtained prior to the start of construction.
 - c. Work may extend across multiple Village fiscal years (starting January 1) but only one (1) check for Village reimbursement will be issued at the completion of the project.
 - d. Projects must pass all inspections and receive all necessary approvals for the completed improvements. All final inspections must be approved prior to reimbursement of costs in accordance with the agreement. If no final inspections are required in association with the permit, a final appearance inspection must be requested from the Community & Economic Development department.
6. Disbursement of Grant Funds
- a. The applicant must pay all contractors and subcontractors for work performed.
 - b. Copies of all waivers of lien(s) shall be submitted to the Village for review.
 - c. All receipts of payment of invoices related to work associated with the grant must be submitted to the Village within forty-five (45) days of completion of the work to facilitate the Village's deadlines for reimbursement.
 - d. The applicant may submit a written request for extension for staff consideration.
 - e. Failure to meet the above-mentioned deadline will result in the cancellation of the Village's obligations regarding any past or future costs in connection with the proposed improvements.
 - f. The Village shall process the reimbursement within thirty (30) days following the completion of the above requirements or as otherwise provided by law.
7. Maintenance Obligation
- a. Applicant shall maintain the improvements of the property in good condition and in accordance with all State of Illinois and Village of Villa Park property maintenance codes and standards.
 - b. Properties with unresolved code enforcement cases will not be eligible to receive grant funding unless the grant application resolves the code enforcement issue.

Program Steps

1. **Submit application**

Applicants must submit a fully executed and signed application, along with all supporting documents. Staff will then review the application and determine eligibility for grant award within thirty (30) days of receipt of complete application. Applications will not be considered until all required documents are submitted. Grant funds are subject to availability at the time of the complete application submittal, and funds will not be awarded or held if an application is submitted without all required documentation.

2. **Grant approval**

A Letter of Award will be sent to the applicant upon project approval. All selected applicants will be required to execute a written agreement with the Village of Villa Park, which will establish terms, conditions, and requirements for participation in the program. The agreement must be signed by both the applicant and the Village prior to any project costs being incurred. The Village is not responsible for costs incurred prior to the approval and execution of the agreement.

3. **Permitting process**

All façade improvement projects must go through the standard zoning, plan review, permitting, and inspection process. All permit documents, including architectural/construction drawings, must be submitted within ninety (90) days of grant approval. The applicant must obtain all necessary permits prior to the start of construction.

4. **Final inspection and completion of work**

Projects must pass all rough and final inspections and receive all necessary approvals for the completed improvements. All final inspections must be approved prior to reimbursement of costs in accordance with the agreement. If no final inspections are required in association with the permit, a final appearance inspection should be requested from the Community & Economic Development department.

5. **Grant reimbursement**

Once the project has passed all inspections, the applicant must submit copies of all invoices, proof of payment, and waivers of liens within forty-five (45) days. Staff will review the documents and, upon completion of all project requirements, facilitate reimbursement with thirty (30) days, or as otherwise provided by law.

Ordinance No: _____

Application Checklist

The following items must be completed in their entirety and submitted together for the project to be considered for grant funding:

- ☐ Completed and signed application
- ☐ Proof of ownership or lease
- ☐ If the applicant is the lessee of the subject commercial space, a written approval from the property owner must be submitted with the application to participate in the program and consenting to all building modifications.
- ☐ Current W-9 form of the applicant
- ☐ Photos of the existing exterior of the subject property
- ☐ Detailed scope of work
- ☐ Three (3) bids outlining costs of project
- ☐ Executive summary: background information and highlights of proposed project (goals, logistics, project constraints, potential generation of eligible sales tax, etc.)
- ☐ Dimensioned, dated, and scaled Site Plan
- ☐ Plat of Survey
- ☐ Renderings of proposed improvements

Incomplete application packets may result in a delay of review.

Ordinance No: _____

EXHIBIT B

Village of Villa Park Tenant Improvement Program

Village of Villa Park Tenant Improvement Program

Program Purpose and Overview

- The purpose of this program is to assist in enhancing or building out the interior of a tenant space with businesses that will attract the highest market interest throughout the Village in TIF districts.
- The Tenant Improvement Program operates as a grant reimbursement with the Village matching 50% of design and improvement costs for qualified improvements to new and existing commercial tenant spaces. Program guidelines, qualifications, and terms are described below.
- Reimbursements will be awarded in amounts between \$5,000 and \$25,000 (50% of total design and improvement costs for projects with a total value of \$10,000 or greater).

Business Eligibility & Requirements

The following table identifies the types of businesses that are deemed eligible to receive grant funding for interior tenant improvements:

Eligible Business Types	Ineligible Business Types
• Restaurants, breweries, and bars with indoor dining rooms • Retail (e.g. boutiques, apparel, jewelry, grocery, gift shops, cosmetics, books, hardware, specialty shops, etc.) • Creative arts and entertainment uses (e.g. performing arts theater, club, movie theater, paint n' sip, ceramic studios, indoor amusement, etc.) • Auto dealerships – TIF 3 only • Hotels	• Delivery/carry-out, or drive-thru only restaurants • Service uses (e.g. spas, beauty salons, massage studios, dry cleaners, day care facilities, martial art/dance studios, gyms/yoga studios, etc.) • Automotive body work, paint, repair centers, and fueling station • Design showrooms • Professional/medical office spaces • Banks/financial institutions • Funeral homes • Tobacco and alternative tobacco sales

Eligible business types must meet the below requirements:

- Applicants must be either the property owner or the lessee of the subject commercial space. If the applicant is the Lessee, written approval from the property owner must be submitted with the application to participate in the program and consenting to all building modifications.
- Applicants must demonstrate the existing financial gap preventing the financing of the improvements described in the scope of work. This may be provided in a written statement detailing why the project would not be feasible without tenant improvement assistance.
- The tenant space must be on the ground floor of an existing commercial property.

- Total costs for proposed tenant improvements must exceed \$10,000 to participate in the program.
- Both existing and new commercial buildings are eligible for grant funding.
- Properties with unresolved code enforcement cases will not be eligible to receive grant funding unless the proposal would address the code enforcement issues.
- Within a five-year period, a maximum Tenant Improvement grant of \$25,000 will be reimbursed for tenant improvements. Exceptions may be considered on a case-by-case basis for large, multi-tenant buildings given the availability of program funds.
- The grant agreement between the applicant and the Village must be approved by the Village Manager and executed by the Grant recipient before any costs requested to be reimbursed are incurred.

Eligible Improvements

The Tenant Improvement Program will fund improvements that are permanent and will stay intact with the property. Therefore, the grant will not cover items deemed by staff to be for a particular use and would not be beneficial to other potential future uses to the space. The following improvements are eligible to receive funding through the program:

Improvements Eligible for Tenant Improvement Grant Funding:

- Interior demolition/shell reconstruction
- Drywall
- Permanent plumbing fixtures
- Permanent electrical improvements
- HVAC/mechanical
- Flooring
- Permanent lighting
- Permanent equipment (e.g. kitchen)
- Interior doors
- Improvements which achieve compliance with the Illinois Accessibility Code
- Water and sewer service upgrade and/or replacement

Ineligible Improvements for Tenant Improvement Grant Funding:

- Routine maintenance
- Painting/wall coverings
- Artwork
- Furniture
- Removable fixtures
- Non-fixed equipment

All improvements must comply with all applicable codes and standards of the Village of Villa Park and the Municipal Code. The Village must approve any improvements and projected budgets prior to the start of construction. The applicant must not begin any improvements to the property before the grant is

approved by the Community & Economic Development Department and all necessary permits are obtained. Any project costs incurred prior to grant approvals will not be eligible for reimbursement.

Eligible Costs

When included with the scope of work relating to an eligible tenant space, the costs below shall be eligible for reimbursement commensurate with the proportion of the work eligible for grant funding:

- Architectural and engineering fees (conceptual designs and construction drawings)
- Permits and fees
- Materials
- Construction labor

Review of Proposals

Grant awards will be determined by the Director of Community & Economic Development on a first-come, case-by-case basis until the total annually budgeted funds are expended. Applications that are denied can be revised and resubmitted if deficient/disqualifying characteristics can be corrected.

Staff will consider the following criteria to determine whether to issue a grant award for each proposed project:

1. Need (0-10 points)
 - a. 10 points will be awarded to projects where the tenant space or elements thereof:
 - i. Have exceeded their useful life and can no longer be regularly maintained in an aesthetic manner;
 - ii. Are incompatible to the current/proposed use; and/or
 - iii. Are no longer compliant with current Codes, design guidelines, etc.
 - b. 5 points will be awarded to projects which are primarily comprised of alterations/modifications (walls/finishes, flooring, hardware, plumbing, electric, interior doors, lighting, window treatments/blinds, eligible mechanical units, heating/cooling, etc.) to tenant spaces which otherwise remain in good repair.
 - c. 0 points will be awarded to projects that are being pursued exclusively for branding or rebranding purposes where maintenance issues with existing are not significant.
2. Location (0-10 points)
 - a. 10 points will be awarded to projects on sites abutting commercial corridors
 - b. 5 points will be awarded to projects on sites abutting mixed-use corridors
 - c. 0 points will be awarded to projects on sites abutting industrial corridors
3. Scale (1-10) points
 - a. 10 points will be awarded to projects including remodeling of entire tenant spaces
 - b. 5 points will be awarded to projects including partial tenant space improvements or combinations of improvements including permanent plumbing, permanent electrical, HVAC/mechanical, etc.
 - c. 0 points will be awarded to projects comprised exclusively of minor elements including permanent lighting, flooring, and storefront systems (doors and windows).
4. Activation of Vacant Space (0-10 points)

- a. 10 points will be awarded to tenant spaces vacant for a period of time in excess of 1 year.
 - b. 5 points will be awarded to tenant spaces vacant for a period of time between 6 months and 1 year.
 - c. 0 points will be awarded to tenant spaces vacant for fewer than 6 months.
5. Use (0-10 points)
- a. 10 points will be awarded will be awarded to projects with tenant spaces utilized for restaurants, breweries, and bars with indoor dining rooms.
 - b. 5 points will be awarded to projects with tenant spaces utilized for retail, creative arts and entertainment uses, auto dealerships, and hotels.
 - c. 0 points will be awarded to projects with tenant spaces for which tenants have not yet been identified.

Projects which will be eligible for a grant award must achieve a minimum combined score of at least half (25) of the 50 available points.

Please note that the approved grant amount may be less than the maximum, depending on Village program priorities, funding availability, and eligible project expenditures.

Grant Terms and Conditions

- 1. Grant Funds
 - a. Tenant Improvement Program Grants are subject to the availability of funding.
 - b. Fifty (50) percent of eligible costs related to the approved grant project will be reimbursed up to a maximum of \$25,000 (for projects with total costs in excess of \$50,000).
 - c. The Applicant must have a minimum total project cost of \$10,000 to participate in the Program.
- 2. Eligibility
 - a. Applicants must be either the property owner or the lessee of the subject commercial space. If the applicant is the Lessee, written approval from the property owner must be submitted with the application to participate in the program and consenting to all building modifications.
 - b. The tenant space must include floor areas accessible to the public within an existing commercial building.
 - c. Both new and existing businesses are eligible to apply for grant funding.
 - d. Within a five-year period, a maximum Tenant Improvement grant of \$25,000 will be reimbursed for tenant improvements. Exceptions may be considered on a case-by-case basis given the availability of program funds.
 - e. Applicants may also apply for Façade and Site Improvement grants simultaneously with the Tenant Improvement grant.
 - f. The grant agreement between the applicant and the Village must be approved by the Village and executed by the Grant recipient before any costs requested to be reimbursed are incurred.
- 3. Bidding

- a. At least three (3) competitive quotes/bids must be obtained. All quotes must be received from contractors who are licensed to work in the State of Illinois and in the Village of Villa Park (if required) and meet all bonding, insurance, and prevailing wage requirements.
 - b. All contractors and subcontractors are required to pay all laborers and workers performing work on the project no less than the prevailing wage in DuPage County.
 - c. The Village of Villa Park must approve the Applicant's chosen contractor(s) prior to the execution of any agreements. The Applicant is responsible for selecting the contractor(s) and executing any corresponding agreement(s); however, the Village will reimburse the Applicant for costs equivalent to fifty percent (50%) of the lowest bid amount.
4. Zoning Approval
- a. Where applicable, zoning approvals relating to architecture, landscaping, lighting, and signage changes within the scope of work must be obtained prior to the start of construction.
 - b. Zoning applications must be applied for within sixty (60) days of grant approval.
5. Permits, Construction, & Inspections
- a. All necessary permit applications and corresponding documentation, including architectural/construction drawings, must be submitted within ninety (90) days of grant and/or zoning approval.
 - b. All necessary permits must be obtained prior to the start of construction.
 - c. Work may extend across multiple Village fiscal years (starting January 1) but only one (1) check for Village reimbursement will be issued at the completion of the project.
 - d. Projects must pass all inspections and receive all necessary approvals for the completed improvements. All final inspections must be approved prior to reimbursement of costs in accordance with the agreement. If no final inspections are required in association with the permit, a final appearance inspection must be requested from the Community & Economic Development Department.
6. Disbursement of Grant Funds
- a. The Applicant must pay all contractors and subcontractors for work performed.
 - b. Copies of all waivers of lien(s) shall be submitted to the Village for review.
 - c. All receipts of payment of invoices related to work associated with the grant must be submitted to the Village within forty-five (45) days of completion of the work to facilitate the Village's deadlines for reimbursement.
 - d. The applicant may submit a written request for extension for staff consideration.
 - e. Failure to meet the above-mentioned deadline will result in the cancellation of the Village's obligations regarding any past or future costs in connection with the proposed improvements.
 - f. The Village shall process the reimbursement within thirty (30) days following the completion of the above requirements or as otherwise provided by law.
7. Maintenance Obligation
- a. Applicant shall maintain the improvements of the property in good condition and in accordance with all State of Illinois and Village of Villa Park property maintenance codes and standards.

- b. Properties with unresolved code enforcement cases will not be eligible to receive grant funding unless the grant application resolves the code enforcement issue.

Program Steps

1. Submit application

Applicants must submit a fully executed and signed application, along with all supporting documents. Staff will then review the application and determine eligibility for grant award within thirty (30) days of receipt of complete application. Applications will not be considered until all required documents are submitted. Grant funds are subject to availability at the time of the complete application submittal, and funds will not be awarded or held if an application is submitted without all required documentation.

2. Grant approval

A Letter of Award will be sent to the applicant upon project approval. All selected applicants will be required to execute a written agreement with the Village of Villa Park, which will establish terms, conditions, and requirements for participation in the program. The agreement must be signed by both the applicant and the Village prior to any project costs being incurred. The Village is not responsible for costs incurred prior to the approval and execution of the agreement.

3. Permitting process

All tenant improvement projects must go through the standard zoning, plan review, permitting, and inspection process. All permit documents, including architectural/construction drawings, must be submitted within ninety (90) days of grant approval. The applicant must obtain all necessary permits prior to the start of construction.

4. Final inspection and completion of work

Projects must pass all rough and final inspections and receive all necessary approvals for the completed improvements. All final inspections must be approved prior to reimbursement of costs in accordance with the agreement. If no final inspections are required in association with the permit, a final appearance inspection should be requested from the Community & Economic Development Department.

5. Grant reimbursement

Once the project has passed inspections, the applicant must submit copies of all invoices, proof of payment, and waivers of lien within 45 days. Staff will review the documents and, upon completion of all project requirements, facilitate reimbursement with thirty (30) days, or as otherwise provided by law.

Application Checklist

The following items must be completed in their entirety and submitted together for the project to be considered for grant funding:

- ☐ Completed and signed application
- ☐ Proof of ownership or lease

Ordinance No: _____

- ☐ If the applicant is the lessee of the subject commercial space, a written approval from the property owner must be submitted with the application to participate in the program and consenting to all building modifications
- ☐ Current W-9 form of the applicant
- ☐ Photos of the existing interior of the subject property
- ☐ Detailed scope of work
- ☐ Three (3) bids outlining costs of project
- ☐ Executive summary: background information and highlights of proposed project (goals, logistics, project constraints, potential generation of eligible sales tax, etc.)
- ☐ Dimensioned, dated, and scaled floor plan
- ☐ Catalog cuts for proposed permanent fixtures

Incomplete application packets may result in a delay of review.

Ordinance No: _____

EXHIBIT C

Village of Villa Park Site Improvement Program – TIF Districts Only

Village of Villa Park

Site Improvement Program – TIF Districts Only

Program Purpose and Overview

- The Site Improvement Program operates as a grant reimbursement with the Village or TIF matching 50% of design and improvement costs for qualified improvements to the site. Program guidelines, qualifications, and terms are described below.
- All properties within a TIF District are eligible.
- Reimbursements will be awarded in amounts between \$2,500 and \$25,000 (50% of the total design and improvement costs for projects with a total value of \$5,000 or greater).
- Permits are 100% reimbursable, in addition to the \$25,000 maximum refund allowance.

Business Eligibility & Requirements

1. Applicants must be either the property owner or the lessee of the subject commercial property. If the applicant is the Lessee, written approval of the property owner must be submitted with the application to participate in the program and consenting to all site modifications.
2. The total costs for proposed site improvements must exceed \$5,000 to participate in the program.
3. Properties with unresolved code enforcement cases will not be eligible to receive grant funding except for applications which would address the code enforcement case.
4. A maximum of \$25,000 would be reimbursed within a five-year period for any individual tenant space.
5. The grant agreement between the applicant and the Village must be approved by the Village Manager before any costs are reimbursed.

Eligible Improvements

The following improvements are eligible to receive funding through the program. A building or business owner who is undertaking an improvement project that includes a portion of eligible improvements may apply for the matching funding, but only the improvements below will be eligible for funding.

Improvements Eligible for Site Improvement Grant Funding:

- Parking lot replacement not including sealcoating and striping
- Landscaping including the addition of parking lot islands, parking lot screening, foundation plantings, landscaping surrounding ground mounted signage, and removal and replacement of invasive and diseased plant material (ex. Ash trees)
- Trash enclosures compliant with current Municipal Code regulations
- Lighting including parking lot illumination compliant with current Municipal Code regulations
- ADA accessibility including ramps, sidewalks, guardrails, and accessible routes
- Sidewalk replacement

Ineligible Improvements for Site Improvement Grant Funding:

- Routine maintenance of above listed items
- Interior improvements (see Tenant Improvement Program)
- Exterior building improvements (see Façade Improvement Program)
- Replacement of dying or dead existing landscaping onsite (except if diseased and dying plant material)

All improvements must comply with all applicable codes and standards of the Village of Villa Park, applicable goals set forth by the Village of Villa Park, and the Municipal Code. The Applicant must not begin construction prior to the Village approving the grant agreement. All permits must be issued prior to construction commencing. All grant agreements are null and void if the construction starts prior to permits being issued.

Eligible Costs

When included within the scope of work for an eligible site improvement project, costs below are eligible for reimbursement commensurate with the proportion of the work eligible for grant funding:

- Architectural and engineering fees (conceptual designs and construction drawings)
- Permits and fees
- Materials
- Construction labor

Review of Proposals

Grant awards will be determined by the Director of Community & Economic Development on a first-come, case-by-case basis until the total annually budgeted funds are expended. Applications that are denied can be revised and resubmitted if deficient/disqualifying characteristics can be corrected.

Staff will consider the following criteria to determine whether to issue a grant award for each proposed project:

1. Need (0-10 points)
 - a. 10 points will be awarded to projects where the existing site elements:
 - i. Have exceeded their useful life and can no longer be regularly maintained in an aesthetic manner;
 - ii. Are incompatible to the current/proposed use; and/or
 - iii. Are no longer compliant with current Code, etc.
 - b. 5 points will be awarded to projects which are primarily comprised of a couple items listed eligible for grant funding and the majority of the site remains in good repair.
 - c. 0 points will be awarded to projects that include minimal site improvements such as trash enclosure replacement, minimal landscaping, sidewalk replacement, etc.
2. Scale (0-10 points)
 - a. 10 points will be awarded to projects including multiple major site improvements including total parking lot replacement including bringing it up to Code compliance (ex. Including landscape islands, etc.), new lighting compliant with Code, ADA accessibility across the site, etc.

- b. 5 points will be awarded to projects including one (1) major improvement and possible other minor site improvements.
 - c. 0 points will be awarded to projects including minor improvements only.
- 3. Code compliance (0-10 points)
 - a. 10 points will be awarded to projects which make site improvements fully Code compliant.
 - b. 5 points will be awarded to projects which make site improvements, partially ADA accessibility, Code compliant.
 - c. 0 points will be awarded to projects which will not make site improvements Code compliant.
- 4. Use (0-10 points)
 - a. 10 points will be awarded for restaurants, breweries, and bars with indoor dining rooms.
 - b. 5 points will be awarded for take-out or delivery food operation, retail, creative arts and entertainment uses, auto dealerships (in TIF 3 only), and hotels.
 - c. 0 points will be awarded for other uses not listed above in a and b.
- 5. Relocation (0-10 points)
 - a. 10 points will be awarded to a new or relocating business from another municipality to Villa Park TIF district.
 - b. 5 points will be awarded if relocating to a TIF from a non-TIF location in Villa Park.
 - c. 0 points will be awarded to a business already located or relocating within a TIF district.

Projects which will be eligible for a grant award must achieve a minimum combined score of at least half (25) of the available 50 points.

Please note that the approved grant amount may be less than the maximum, depending on Village program priorities, funding availability, and eligible project expenditures.

Grant Terms and Conditions

- 1. Grant Funds
 - a. All Site Improvement Program Grants are subject to the availability of funding.
 - b. Fifty (50) percent of eligible costs related to the approved grant project will be reimbursed up to a maximum of \$25,000 (for projects with total costs in excess of \$50,000).
 - c. The applicant must have a minimum total project cost of \$5,000 to participate in the Program.
- 2. Eligibility
 - a. Applicants must be either the property owner or the lessee of the subject commercial space. If the applicant is the Lessee, written approval from the property owner must be submitted with the application to participate in the program and consenting to all building modifications.
 - b. Within a five-year period, a maximum Site Improvement grant of \$25,000 will be reimbursed for façade improvements. Exceptions may be considered on a case-by-case basis for large, multi-tenant properties given the availability of program funds.
 - c. Applicants may also apply for Tenant and Façade Improvement grants simultaneously with the Site Improvement Grant.

3. Bidding
 - a. At least three (3) competitive quotes/bids must be obtained. All quotes must be received from contractors who are licensed to work in the State of Illinois and in the Village of Villa Park and meet all bonding, insurance, and prevailing wage requirements.
 - b. The Village of Villa Park must approve the Applicant's chosen contractor(s) prior to the execution of any agreements. The Applicant is responsible for selecting the contractor(s) and executing any corresponding agreement(s); however, the Village will reimburse the Applicant for costs equivalent to fifty percent (50%) of the lowest qualified bid amount.
4. Zoning Approval
 - a. Where applicable, zoning approvals related to architecture, landscaping, lighting, and signage changes within the scope of work must be obtained prior to the start of construction.
 - b. Zoning applications must be applied for within sixty (60) days of grant approval.
5. Permits, Construction, & Inspections
 - a. All necessary permit applications and corresponding documentation, including architectural/construction drawings, must be submitted within ninety (90) days of grant approval.
 - b. All necessary permits must be obtained prior to the start of construction.
 - c. Work may extend across multiple Village fiscal years (starting January 1) but only one (1) check for Village reimbursement will be issued at the completion of the project.
 - d. Projects must pass all inspections and receive all necessary approvals for the completed improvements. All final inspections must be approved prior to reimbursement of costs in accordance with the agreement. If no final inspections are required in association with the permit, a final appearance inspection should be requested from the Community & Economic Development department.
6. Disbursement of Grant Funds
 - a. The applicant must pay all contractors and subcontractors for work performed.
 - b. Copies of all waivers of lien(s) shall be submitted to the Village for review.
 - c. All receipts of payment of invoices related to work associated with the grant must be submitted to the Village within forty-five (45) days of completion of the work to facilitate the Village's deadlines for reimbursement.
 - d. The applicant may submit a written request for extension for staff consideration.
 - e. Failure to meet the above-mentioned deadline will result in the cancellation of the Village's obligations regarding any past or future costs in connection with the proposed improvements.
 - f. The Village shall process the reimbursement within thirty (30) days following the completion of the above requirements or as otherwise provided by law.
7. Maintenance Obligation
 - a. Applicant shall maintain the improvements of the property in good condition and in accordance with all State of Illinois and Village of Villa Park property maintenance codes and standards.
 - b. Properties with unresolved code enforcement cases will not be eligible to receive grant funding unless the grant application resolves the code enforcement issue.

Program Steps

1. **Submit application**

Applicants must submit a fully executed and signed application, along with all supporting documents. Staff will then review the application and determine eligibility for grant award within thirty (30) days of receipt of complete application. Applications will not be considered until all required documents are submitted. Grant funds are subject to availability at the time of the complete application submittal, and funds will not be awarded or held if an application is submitted without all required documentation.

2. **Grant approval**

A Letter of Award will be sent to the applicant upon project approval. All selected applicants will be required to execute a written agreement with the Village of Villa Park, which will establish terms, conditions, and requirements for participation in the program. The agreement must be signed by both the applicant and the Village prior to any project costs being incurred. The Village is not responsible for costs incurred prior to the execution of the agreement.

3. **Permitting process**

All site improvement projects must go through the standard plan review, permitting, and inspection process. All permit documents must be submitted within ninety (90) days of grant approval. The applicant must obtain all necessary permits prior to the start of construction.

4. **Final inspection and completion of work**

Projects must pass all rough and final inspections and receive all necessary approvals for the completed improvements. All final inspections must be approved prior to reimbursement of costs in accordance with the agreement. If no final inspections are required in association with the permit, a final appearance inspection should be requested from the Community & Economic Development department.

5. **Grant reimbursement**

Once the project has passed inspection, the applicant must submit copies of all invoices, proof of payment, and waivers of lien within forty-five (45) days. Staff will review the documents and, upon completion of all project requirements, facilitate reimbursement with thirty (30) days, or as otherwise provided by law.

Ordinance No: _____

Application Checklist

The following items must be completed in their entirety and submitted together for the project to be considered for grant funding:

- ☐ Completed and signed application
- ☐ Proof of ownership or lease
- ☐ If the applicant is the lessee of the subject commercial space, a written approval from the property owner must be submitted with the application to participate in the program and consenting to all building modifications.
- ☐ Current W-9 form of the applicant
- ☐ Photos of the existing subject property
- ☐ Detailed scope of work
- ☐ Three (3) bids outlining costs of project
- ☐ Executive summary: background information and highlights of proposed project (goals, logistics, project constraints, potential generation of eligible sales tax, etc.)
- ☐ Dimensioned, dated, and scaled Site Plan
- ☐ Plat of Survey

Incomplete application packets may result in a delay of review.



MEMORANDUM

TO: Village Board of Trustees

FROM: Gina Racanelli

DATE: September 23, 2024

SUBJECT: A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Purchase, Lease and Installation of Cardio and Strength Equipment From Life Fitness, LLC Through Sourcewell Purchasing Cooperative in an Amount Not To Exceed \$228,629.00

RECOMMENDED ACTION:

This Resolution authorizes the Village President to execute an Agreement with Life Fitness LLC to lease and or purchase cardio and strength equipment and for installation of same for an amount not to exceed \$228,629. The Village would waive formal bidding and accept the cooperative purchasing bid of Sourcewell Purchasing Contract 081120-LFF. Staff recommends approval of the Resolution to obtain fitness equipment from Life Fitness, LLC. for the VPRC.

BACKGROUND:

The new Villa Park Recreation Center is scheduled to open to the public shortly after the new year begins in January 2025. It is advantageous to purchase the equipment for the fitness center should as soon as possible so the public can see the equipment that will be available when memberships go on sale.

Certain portions of the fitness equipment for the recreation center are owner-provided and part of the overall construction budget under furniture, fixtures and equipment (FF&E). Equipment that will be covered under the 5-year maintenance agreement which is all Cardio and the selectorized (cables) strength equipment can be leased with the Village making one payment each year over a five-year term. Strength equipment (including accessories) that is not covered by the maintenance agreement will be paid for out-right.

DISCUSSION:

The Cardio and Strength equipment from Life Fitness, LLC of Franklin Park, IL will provide residents a complete workout. It includes eight unique pieces of cardio equipment (17 total pieces); 13 unique strength pieces (14 total pieces); and well as 41 unique accessory pieces (93 total pieces) that includes but is not limited to weight plates for barbells, benches, dumbbells, storage racks, stability balls, kettlebells, medicine balls and a Smith Machine.

RESOLUTION NO. _____

**A RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
APPROVING THE PURCHASE, LEASE AND INSTALLATION OF CARDIO AND
STRENGTH EQUIPMENT FROM LIFE FITNESS, LLC THROUGH SOURCEWELL
PURCHASING COOPERATIVE IN AN AMOUNT NOT TO EXCEED \$228,629.00**

WHEREAS, the Village of Villa Park is a non-home rule municipal corporation duly organized and existing under the laws of the State of Illinois and is authorized to purchase and acquire personal property for the benefit of the Village and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Governmental Joint Purchasing Act (30 ILCS 525/1 *et seq.*) authorizes the Village to purchase personal property, supplies and services jointly with one or more other governmental units; and

WHEREAS, Section 2-220(b) of the Villa Park Municipal Code permits the procurement from a federal, state or local governmental unit or agency thereof of materials, supplies, commodities or equipment without conforming with the competitive bidding requirements of Chapter 2, Article II, Division 2 of the Villa Park Municipal Code; and

WHEREAS, the Village participates in the Sourcewell Purchasing Cooperative a national municipal contracting cooperative alliance formerly known as the National Joint Power Alliance Purchasing Cooperative, NJPA, a unit of government of the State of Minnesota, that provides a purchasing program for local government agencies and has awarded a joint purchase contract to Life Fitness, LLC, of Franklin Park, Illinois, for the purchase or lease of Life Fitness Cardio and Strength equipment with certain specifications pursuant to cooperative contract 081120-LFF; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the citizens of the Village of Villa Park to accept the bids procured by Sourcewell and to purchase Cardio and Strength Equipment with certain specifications, from Life Fitness, LLC, in an amount not to exceed \$228,629.00.

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

[Type here]

Resolution No. _____

found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: That pursuant to Sourcewell Purchasing Contract 081120-LFF the Village Manager is hereby authorized to issue purchase and lease Cardio and Strength Equipment from Life Fitness, LLC, of Franklin Park, Illinois as described in the quotes, attached hereto as Exhibit A, and the Village Manager is authorized to enter into any lease agreement, in the form approved by the Village attorney, related to the lease of said equipment.

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

Passed this _____ day of _____, 2024.

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAINING: _____

Approved this _____ day of _____, 2024.

Nick Cuzzone, Village President

Attest:

Hosanna Korynecky, Village Clerk

Resolution No. _____

EXHIBIT A

Life Fitness Quotes

Resolution No. _____

④

CARDIO-LEASE

\$89,544.76

QUOTE

Quote# 3771025 - 1

Date 20-AUG-2024

Bill To

VILLAGE OF VILLA PARK
42 W HOME AVE
VILLA PARK, DUPAGE
IL 60181-2565
US

Contact:
Cell:
Office:
Email:

Ship To

VILLAGE OF VILLA PARK
320 E WILDWOOD AVE
VILLA PARK, DUPAGE
IL 60181-2660
United States

Contact:
Cell:
Office:
Email:

Page 1/4

SALES REPRESENTATIVE

JAMES HOLIK
Cell: 847-226-9033
Office: 847-226-9033
Email: Jim.Holik@lifefitness.com

Life Fitness

Corporate Address:

Remittance Address:

10601 Belmont Avenue
Franklin Park, IL 60131 USA
Phone: Main (847) 288-3300
Toll Free (800) 735-3867

2716 Network Place,
Chicago, IL
60673, USA

ONSITE CONTACT

Cell: Gina 630-592-6073
Email: gracanelli@invillepark.com
Facility ID:

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
1	ASPX-SL ASPIRE CROSS-TRAINER SL MODEL - Aspire Cross Trainer SL Arctic Silver Base/SL BIKE/CT LED CONSOLE ENGLISH IMPERIAL	3	6,999.00	-3,100.00	3,899.00	11,697.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, CROSSTRAIN	3	692.00	-297.00	395.00	1,185.00
2	ASPC-SL ASPIRE UPRIGHT BIKE SL MODEL - Aspire Upright Bike SL Arctic Silver Base/SL BIKE/CT LED CONSOLE ENGLISH IMPERIAL	2	3,999.00	-1,420.00	2,579.00	5,158.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, BIKE	2	692.00	-297.00	395.00	790.00
3	ASPR-SL ASPIRE RECUMBENT BIKE SL MODEL - Aspire Recumbent SL Arctic Silver Base/SL BIKE/CT LED CONSOLE ENGLISH IMPERIAL	2	4,599.00	-1,825.00	2,774.00	5,548.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, BIKE	2	692.00	-297.00	395.00	790.00
4	PRF-ROW Heat Row	1	3,179.00	-1,230.00	1,949.00	1,949.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, ROWER	1	692.00	-297.00	395.00	395.00
5	PRO2 SCFIT PRO2 TBE DOM PREM SEAT COOL GRAY	1	6,679.00	-1,680.00	4,999.00	4,999.00

Resolution No. _____

QUOTE						
Quote#		3771025 - 1				
Date 20-AUG-2024		Page 2/4				
Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, SCIFIT	1	692.00	-297.00	395.00	395.00
6	STEPONE SCIFIT STEPONE REC STEP DOM PREM SEAT	1	6,939.00	-1,440.00	5,499.00	5,499.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, SCIFIT	1	692.00	-297.00	395.00	395.00
7	ASPT-SL ASPIRE TREADMILL SL MODEL - Aspire Tread SL Arctic Silver Low VT Base/SL TREAD LED CONSOLE ENGLISH IMPERIAL/Line Cord Tread Domestic Low Voltage	5	8,999.00	-3,774.00	5,225.00	26,125.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, TREAD	5	954.00	-409.00	545.00	2,725.00
8	INPM LIFE FITNESS POWERMILL w/SL - PowerMill Base/PowerMill Handlebar Arctic Silver Kit/SL POWERMILL LED CONSOLE ENGLISH IMPERIAL/	2	11,999.00	-5,058.00	6,941.00	13,882.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, STAIRCLIMB	2	692.00	-297.00	395.00	790.00

Resolution No. _____

QUOTE			
Quote#		3771025 - 1	
Date		20-AUG-2024	
		Page 3/4	
PO Number		Subtotal	
Payment Type		List Price	137,057.00
Payment Terms		Adjustment and Surcharge	-54,735.00
Freight Terms		Selling Price	82,322.00
FOB			
		Freight/Fuel/Installation	7,222.76
		Tax	TAXES AS APPLICABLE
		Total(USD)	89,544.76

Notes:
SOURCEWELL PRICING EXTENDED FOR FITNESS EQUIPMENT PER LIFE FITNESS CONTRACT NUMBER 081120-LFF.

Resolution No. _____

QUOTE	
Quote#	3771025 - 1
Date	20-AUG-2024
Page 4/4	

Shipment Priority: GRAND OPENING
Requested Delivery Date: 19-NOV-2024 Initial: _____

This order quote is valid for 30 days. Buyer may accept by either (1) returning this quote with Buyer's signature or (2) by Buyer issuing a Purchase Order against this quote to Life Fitness. In all cases, this order quote and its acceptance are subject to the Life Fitness Commercial Terms & Conditions of Sale posted online at <https://www.lifefitness.com/en-us/legal/terms-conditions>, which supersede any terms in Buyer's purchase orders, policies, vendor guidelines and any other documents that pre-date or post-date this purchase. Any inconsistent terms in Buyer's documents are deemed to have been rejected. Upon acceptance by Buyer and then Life Fitness, this Agreement shall become legally binding and constitutes the sole and complete agreement of the parties.

For avoidance of doubt, if Buyer and Life Fitness executed an active Master Agreement, the applicable Master Agreement will govern this Agreement and the Life Fitness Standard Terms and Conditions will supplement.

Quote Approval		USD OPERATING UNIT	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date of Acceptance	_____		
Company	VILLAGE OF VILLA PARK		

Resolution No. _____

(3)

Strength - Lease

Quote# 3779825 - 1R

Date 10-SEP-2024

Bill To

VILLAGE OF VILLA PARK
42 W HOME AVE
VILLA PARK DUPAGE
IL 60181-2565
US

Ship To

VILLAGE OF VILLA PARK
320 E WILDWOOD AVE
VILLA PARK, DUPAGE
IL 60181-2660
United States

\$80,609.56

QUOTE

Life Fitness

**HAMMER
STRENGTH**

Page 1/6

SALES REPRESENTATIVE

JAMES HOLIK
Cell: 847-226-9033
Office: 847-226-9033
Email: Jim.Holik@lifefitness.com

Life Fitness

Corporate Address:

Remittance Address:

10601 Belmont Avenue
Franklin Park, IL 60131 USA
Phone: Main (847) 288-3300
Toll Free (800) 735-3867

2716 Network Place,
Chicago, IL
60673, USA

ONSITE CONTACT

Cell: Gina 630-592-6073
Email: gracanelli@invillapark.com
Facility ID:

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
1	SS-FLY INSIGNIA SERIES FLY/REAR DELT - Platinum Clear Frame/Black Uph/English/C-LB Weight Stack/Full Shroud - Translucent/S Trim <i>Total 4,714.30</i>	1	6,537.00	-2,137.00	4,400.00	4,400.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, STR- PLSELECT	1	464.00	-199.00	265.00	265.00
	C-LB Weight Stack	1	199.00	-67.40	131.60	131.60
	Full Shroud - Translucent	1	261.00	-78.30	182.70	182.70
2	SS-PD INSIGNIA SERIES PULLDOWN - Platinum Clear Frame/Black Uph/English/C-LB Weight Stack/Full Shroud - Translucent/S Trim <i>Total 4,534.30</i>	1	6,658.00	-2,438.00	4,220.00	4,220.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, STR- PLSELECT	1	464.00	-199.00	265.00	265.00
	C-LB Weight Stack	1	199.00	-67.40	131.60	131.60
	Full Shroud - Translucent	1	261.00	-78.30	182.70	182.70
3	SS-SP INSIGNIA SERIES SHOULDER PRESS - Platinum Clear Frame/Black Uph/English/C-LB Weight Stack/Full Shroud - Translucent/S Trim <i>Total 4,380.30</i>	1	6,516.00	-2,450.00	4,066.00	4,066.00

This is a draft quote and not a contract - Subject to management approval

Resolution No. _____

QUOTE

Quote#
3779825 - 1R

Page 2/6

Date 10-SEP-2024

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, STR- PLSELECT	1	464.00	-199.00	265.00	265.00
	C-LB Weight Stack	1	199.00	-67.40	131.60	131.60
	Full Shroud - Translucent	1	261.00	-78.30	182.70	182.70
4	SS-TP INSIGNIA SERIES TRICEPS PRESS - Platinum Clear Frame/Black Uph/English/C-LB Weight Stack/Full Shroud - Translucent/S Trim <i>Total 4,324.30</i>	1	6,328.00	-2,318.00	4,010.00	4,010.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, STR- PLSELECT	1	464.00	-199.00	265.00	265.00
	C-LB Weight Stack	1	199.00	-67.40	131.60	131.60
	Full Shroud - Translucent	1	261.00	-78.30	182.70	182.70
5	SS-BC INSIGNIA SERIES BICEPS CURL - Platinum Clear Frame/Black Uph/English/C-LB Weight Stack/Full Shroud - Translucent/S Trim <i>Total 4,380.30</i>	1	6,416.00	-2,350.00	4,066.00	4,066.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, STR- PLSELECT	1	464.00	-199.00	265.00	265.00
	C-LB Weight Stack	1	199.00	-67.40	131.60	131.60
	Full Shroud - Translucent	1	261.00	-78.30	182.70	182.70
6	SS-AB INSIGNIA SERIES ABDOMINAL - Platinum Clear Frame/Black Uph/English/C-LB Weight Stack/Full Shroud - Translucent/S Trim <i>Total 4,380.30</i>	1	6,416.00	-2,350.00	4,066.00	4,066.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, STR- PLSELECT	1	464.00	-199.00	265.00	265.00
	C-LB Weight Stack	1	199.00	-67.40	131.60	131.60
	Full Shroud - Translucent	1	261.00	-78.30	182.70	182.70
7	SS-CP INSIGNIA SERIES CHEST PRESS - Platinum Clear Frame/Black Uph/English/C-LB Weight Stack/Full Shroud - Translucent/S Trim <i>Total 4,779.30</i>	1	7,043.00	-2,578.00	4,465.00	4,465.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, STR- PLSELECT	1	464.00	-199.00	265.00	265.00

This is a draft quote and not a contract - Subject to management approval

Resolution No. _____

QUOTE						
Quote#		3779825 - 1R				
Date 10-SEP-2024		Page 3/6				
Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
	C-LB Weight Stack	1	199.00	-67.40	131.60	131.60
	Full Shroud - Translucent	1	261.00	-78.30	182.70	182.70
8	SS-RW INSIGNIA SERIES ROW - Platinum Clear Frame/Black Uph/English/C-LB Weight Stack/Full Shroud - Translucent/S Trim Total 4,380.30	1	6,416.00	-2,350.00	4,066.00	4,066.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, STR- PLSELECT	1	464.00	-199.00	265.00	265.00
	C-LB Weight Stack	1	199.00	-67.40	131.60	131.60
	Full Shroud - Translucent	1	261.00	-78.30	182.70	182.70
9	SS-SLC INSIGNIA SERIES SEATED LEG CURL - Platinum Clear Frame/Black Uph/English/C-LB Weight Stack/Full Shroud - Translucent/S Trim Total 4,814.30	1	7,098.00	-2,598.00	4,500.00	4,500.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, STR- PLSELECT	1	464.00	-199.00	265.00	265.00
	C-LB Weight Stack	1	199.00	-67.40	131.60	131.60
	Full Shroud - Translucent	1	261.00	-78.30	182.70	182.70
10	SS-LE INSIGNIA SERIES LEG EXTENSION - Platinum Clear Frame/Black Uph/English/C-LB Weight Stack/Full Shroud - Translucent/S Trim Total 4,716.30	1	6,944.00	-2,542.00	4,402.00	4,402.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, STR- PLSELECT	1	464.00	-199.00	265.00	265.00
	C-LB Weight Stack	1	199.00	-67.40	131.60	131.60
	Full Shroud - Translucent	1	261.00	-78.30	182.70	182.70
11	SS-HAA HIP ABDUCTION/ADDUCTION - Platinum Clear Frame/Black Uph/English/C-LB Weight Stack/Full Shroud - Translucent/S Trim Total 5,170.60	1	7,648.00	-2,798.00	4,850.00	4,850.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, STR- PLSELECT	1	464.00	-199.00	265.00	265.00
	C-LB Weight Stack	1	199.00	-61.10	137.90	137.90
	Full Shroud - Translucent	1	261.00	-78.30	182.70	182.70

This is a draft quote and not a contract - Subject to management approval

Resolution No. _____

QUOTE

Quote# 3779825 - 1R

Date 10-SEP-2024

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Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
12	CMDAP CM DUAL ADJ PULLEY Platinum Frm Rear Shroud Handle	2	9,118.00	-3,316.00	5,802.00	11,604.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, STR- PLSELECT	2	464.00	-199.00	265.00	530.00
13	SS-LP LIFE FITNESS INSIGNIA ARC LEG PRESS - Black Frame/Black Upholstery/English/C-LB Weight Stack/Full Shroud - Translucent/S Trim Total 6,781.30	1	10,189.00	-3,722.00	6,467.00	6,467.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, STR- PLSELECT	1	464.00	-199.00	265.00	265.00
	C-LB Weight Stack	1	199.00	-67.40	131.60	131.60
	Full Shroud - Translucent	1	261.00	-78.30	182.70	182.70

This is a draft quote and not a contract - Subject to management approval

Resolution No. _____

(5)

Strength - Purchase

835,023.82

QUOTE

Quote# 3779840 - 1R

Date 10-SEP-2024

Bill To

VILLAGE OF VILLA PARK
42 W HOME AVE
VILLA PARK, DUPAGE
IL 60181-2565
US

Contact:
Cell:
Office:
Email:

Ship To

VILLAGE OF VILLA PARK
320 E WILDWOOD AVE
VILLA PARK, DUPAGE
IL 60181-2660
United States

Contact:
Cell:
Office:
Email:

Life Fitness

HAMMER STRENGTH

Page 1/6

SALES REPRESENTATIVE

JAMES HOLIK
Cell: 847-226-9033
Office: 847-226-9033
Email: Jim.Holik@lifefitness.com

Life Fitness

Corporate Address: 10601 Belmont Avenue
Franklin Park, IL 60131 USA
Phone: Main (847) 288-3300
Toll Free (800) 735-3867

Remittance Address: 2716 Network Place,
Chicago, IL
60673, USA

ONSITE CONTACT

Cell: Gina 630-592-6073
Email: gracanelli@invillapark.com
Facility ID:

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
1	FWMAB HMR ADJ BENCH (PRO STYLE) Platinum Frame Black Uph	4	1,500.00	-430.00	1,070.00	4,280.00
2	HS-DB HAMMER DUMBBELL SET 5- 50LB,RUBBER,ROUND	1	3,168.00	-1,076.00	2,092.00	2,092.00
3	HS-DB HAMMER DUMBBELL SET 55- 75LB,RUBBER,ROUND	1	2,873.00	-921.00	1,952.00	1,952.00
4	HS-DB HAMMER DUMBBELL SET 80- 100LB,RUBBER,ROUND	1	3,821.00	-1,274.00	2,547.00	2,547.00
5	FW-AC HAMMER STRENGTH SEATED ARM CURL - Platinum Frame/Black Upholstery/English	1	1,550.00	-551.00	999.00	999.00
6	SAR LIFE FITNESS ACCESSORY STORAGE RACK - Platinum Clear Frame/English/Mat & Rollers/3 Stability Balls Total 1,605.20	1	1,682.00	-683.00	999.00	999.00
	Mat & Rollers	1	513.00	-186.80	326.20	326.20
	3 Stability Balls	1	440.00	-160.00	280.00	280.00
7	LF-SB LF STABILITY BALL,75CM,GREY	1	79.00	-16.00	63.00	63.00
8	LF-SB LF STABILITY BALL,65CM,BLUE	1	70.00	-14.00	56.00	56.00

This is a draft quote and not a contract - Subject to management approval

1236679-1

Resolution No. _____

QUOTE						
Quote#		3779840 - 1R				
Date		10-SEP-2024				
		Page 2/6				
Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
9	LF-SB LF STABILITY BALL,55CM,RED	1	64.00	-13.00	51.00	51.00
10	LF-FR LIFE FITNESS FOAM ROLLER, GRAY, SOFT, 36IN	3	53.00	-11.00	42.00	126.00
11	LF-CM LF, CORE MAT,55Lx24Wx0.39in(139x61cm x 10mm),BLK	3	59.00	-12.00	47.00	141.00
12	LF-KB LF KETTLEBELL, 30LB, RUBBER, STAINLESS HANDLE	1	147.00	-37.00	110.00	110.00
13	LF-KB LF KETTLEBELL, 35LB, RUBBER, STAINLESS HANDLE	1	162.00	-41.00	121.00	121.00
14	LF-KB LF KETTLEBELL, 40LB, RUBBER, STAINLESS HANDLE	1	175.00	-44.00	131.00	131.00
15	LF-KB LF KETTLEBELL, 45LB, RUBBER, STAINLESS HANDLE	1	191.00	-48.00	143.00	143.00
16	LF-KB LF KETTLEBELL, 10LB, RUBBER, STAINLESS HANDLE	1	92.00	-23.00	69.00	69.00
17	LF-KB LF KETTLEBELL, 15LB, RUBBER, STAINLESS HANDLE	1	103.00	-26.00	77.00	77.00
18	LF-KB LF KETTLEBELL, 20LB, RUBBER, STAINLESS HANDLE	1	119.00	-30.00	89.00	89.00
19	LF-KB LF KETTLEBELL, 25LB, RUBBER, STAINLESS HANDLE	1	132.00	-33.00	99.00	99.00
20	LF-MB LIFE FITNESS MEDICINE BALL,10LB,RED	1	94.00	-19.00	75.00	75.00
21	LF-MB LIFE FITNESS MEDICINE BALL,12LB,BLUE	1	110.00	-22.00	88.00	88.00
22	LF-MB LIFE FITNESS MEDICINE BALL,4LB,YELLOW	1	50.00	-10.00	40.00	40.00
23	LF-MB LIFE FITNESS MEDICINE BALL,6LB,GREEN	1	66.00	-14.00	52.00	52.00

This is a draft quote and not a contract - Subject to management approval

Resolution No. _____

Quote#

3779840 - 1R

Date 10-SEP-2024

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Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
24	LF-MB LIFE FITNESS MEDICINE BALL,8LB,ORANGE	1	81.00	-17.00	64.00	64.00
25	HS-OB Hammer Olympic Bar,28MM,Chrome,Bushing,20KG	1	611.00	-212.00	399.00	399.00
26	ACC-CL Collar, Lock Jaw Oly 2, Black, (Pair)	2	90.00	-40.00	50.00	100.00
27	HS-OP Hammer Olympic Plate 45LB,Rubber,RndX	10	156.00	-51.00	105.00	1,050.00
28	HS-OP Hammer Olympic Plate 25LB,Rubber,RndX	10	87.00	-28.00	59.00	590.00
29	HS-OP Hammer Olympic Plate 10LB,Rubber,RndX	10	36.00	-11.00	25.00	250.00
30	HS-OP Hammer Olympic Plate 5LB,Rubber,RndX	8	18.00	-6.00	12.00	96.00
31	HS-OP Hammer Olympic Plate 2.5LB,Rubber,RndX	6	11.00	-3.00	8.00	48.00
32	HDW-HR HD ATHLETIC NX HALF RACK - PLATINUM/7FT 2IN (86IN) / 219CM TRAINING UPRIGHT/LANGUAGE: ENGLISH/PULL UP: MONKEY BAR/REAR XM: 2X3/STANDARD BAR SUPPORT/HALF RACK STANDARD BAR CATCH/NONE/21IN / 54CM LONG STORAGE DEPTH/WEIGHT HORN: 4 PAIR STANDARD Total 2,134.00	1	2,216.00	-593.00	1,623.00	1,623.00
	HALF RACK STANDARD BAR CATCH	1	434.00	-144.90	289.10	289.10
	WEIGHT HORN: 4 PAIR STANDARD	1	333.00	-111.10	221.90	221.90
33	H DU-SPDR SPIDER GUSSET XMEMBER (DOCK 'N' LOCK COMPATIBLE) - PLATINUM	1	350.00	-105.00	245.00	245.00
34	HSSM 7 DEGREE SMITH MACHINE - Platinum Frame/LANG.ENG	1	6,750.00	-2,292.00	4,458.00	4,458.00
35	FW-DWT HAMMER STRENGTH DELUXE WEIGHT TREE - Platinum Frame/English	1	672.00	-202.00	470.00	470.00

This is a draft quote and not a contract - Subject to management approval

Resolution No. _____

QUOTE	
Quote#	3779840 - 1R
Date	10-SEP-2024
Page 4/6	

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
36	HS-OB Hammer Curl Bar,5FT,Stainless,Bushing,Straight	1	431.00	-132.00	299.00	299.00
37	HS-OB Hammer Curl Bar,5FT,Stainless,Bushing,EZ Curl	2	471.00	-142.00	329.00	658.00
38	ACC-CL Collar, Lock Jaw Oly 2, Black, (Pair)	3	90.00	-18.00	72.00	216.00
39	HS-OP Hammer Olympic Plate 35LB,Rubber,RndX	2	123.00	-37.00	86.00	172.00
40	FW-D2 HAMMER STRENGTH DUMBBELL RACK TWO TIER - Frame Platinum/Dumbbell Tray	2	1,592.00	-627.00	965.00	1,930.00
41	LBR-DB LIFE FITNESS DECLINE ADJUSTABLE BENCH - Frame Platinum/Uph Black Single Stitch	1	1,799.00	-827.00	972.00	972.00

This is a draft quote and not a contract - Subject to management approval

Resolution No. _____

QUOTE			
Quote#		3779840 - 1R	
Date		10-SEP-2024	
		Page 5/6	
PO Number		Subtotal	
Payment Type		List Price	43,536.00
Payment Terms		Adjustment and Surcharge	-14,378.80
Freight Terms		Selling Price	29,157.20
FOB			
		Freight/Fuel/Installation	5,866.62
		Tax	TAXES AS APPLICABLE
		Total(USD)	35,023.82

Notes:
SOURCEWELL PRICING EXTENDED FOR FITNESS EQUIPMENT PER LIFE FITNESS CONTRACT NUMBER 081120-LFF.

This is a draft quote and not a contract - Subject to management approval

Resolution No. _____

QUOTE	
Quote#	3779840 - 1R
Date	10-SEP-2024

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Shipment Priority: GRAND OPENING
Requested Delivery Date: 13-DEC-2024

This order quote is valid for 30 days. Buyer may accept by either (1) returning this quote with Buyer's signature or (2) by Buyer issuing a Purchase Order against this quote to Life Fitness. In all cases, this order quote and its acceptance are subject to the Life Fitness Commercial Terms & Conditions of Sale posted online at <https://www.lifefitness.com/en-us/legal/terms-conditions>, which supersede any terms in Buyer's purchase orders, policies, vendor guidelines and any other documents that pre-date or post-date this purchase. Any inconsistent terms in Buyer's documents are deemed to have been rejected. Upon acceptance by Buyer and then Life Fitness, this Agreement shall become legally binding and constitutes the sole and complete agreement of the parties.

For avoidance of doubt, if Buyer and Life Fitness executed an active Master Agreement, the applicable Master Agreement will govern this Agreement and the Life Fitness Standard Terms and Conditions will supplement.

This is a draft quote and not a contract - Subject to management approval

Resolution No. _____

④

CARDIO-LEASE

\$89,544.76

QUOTE

Quote# 3771025 - 1

Date 20-AUG-2024

Bill To

VILLAGE OF VILLA PARK
42 W HOME AVE
VILLA PARK, DUPAGE
IL 60181-2565
US

Contact:
Cell:
Office:
Email:

Ship To

VILLAGE OF VILLA PARK
320 E WILDWOOD AVE
VILLA PARK, DUPAGE
IL 60181-2660
United States

Contact:
Cell:
Office:
Email:

Page 1/4

SALES REPRESENTATIVE

JAMES HOLIK
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Life Fitness

Corporate Address:

10601 Belmont Avenue
Franklin Park, IL 60131 USA
Phone: Main (847) 288-3300
Toll Free (800) 735-3867

Remittance Address:

2716 Network Place,
Chicago, IL
60673, USA

ONSITE CONTACT

Cell: Gina 630-592-6073
Email: gracanelli@invillepark.com
Facility ID:

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
1	ASPX-SL ASPIRE CROSS-TRAINER SL MODEL - Aspire Cross Trainer SL Arctic Silver Base/SL BIKE/CT LED CONSOLE ENGLISH IMPERIAL	3	6,999.00	-3,100.00	3,899.00	11,697.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, CROSSTRAIN	3	692.00	-297.00	395.00	1,185.00
2	ASPC-SL ASPIRE UPRIGHT BIKE SL MODEL - Aspire Upright Bike SL Arctic Silver Base/SL BIKE/CT LED CONSOLE ENGLISH IMPERIAL	2	3,999.00	-1,420.00	2,579.00	5,158.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, BIKE	2	692.00	-297.00	395.00	790.00
3	ASPR-SL ASPIRE RECUMBENT BIKE SL MODEL - Aspire Recumbent SL Arctic Silver Base/SL BIKE/CT LED CONSOLE ENGLISH IMPERIAL	2	4,599.00	-1,825.00	2,774.00	5,548.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, BIKE	2	692.00	-297.00	395.00	790.00
4	PRF-ROW Heat Row	1	3,179.00	-1,230.00	1,949.00	1,949.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, ROWER	1	692.00	-297.00	395.00	395.00
5	PRO2 SCFIT PRO2 TBE DOM PREM SEAT COOL GRAY	1	6,679.00	-1,680.00	4,999.00	4,999.00

Resolution No. _____

QUOTE						
Quote#		3771025 - 1				
Date 20-AUG-2024		Page 2/4				
Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, SCIFIT	1	692.00	-297.00	395.00	395.00
6	STEPONE SCIFIT STEPONE REC STEP DOM PREM SEAT	1	6,939.00	-1,440.00	5,499.00	5,499.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, SCIFIT	1	692.00	-297.00	395.00	395.00
7	ASPT-SL ASPIRE TREADMILL SL MODEL - Aspire Tread SL Arctic Silver Low VT Base/SL TREAD LED CONSOLE ENGLISH IMPERIAL/Line Cord Tread Domestic Low Voltage	5	8,999.00	-3,774.00	5,225.00	26,125.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, TREAD	5	954.00	-409.00	545.00	2,725.00
8	INPM LIFE FITNESS POWERMILL w/SL - PowerMill Base/PowerMill Handlebar Arctic Silver Kit/SL POWERMILL LED CONSOLE ENGLISH IMPERIAL/	2	11,999.00	-5,058.00	6,941.00	13,882.00
	PREVENTATIVE MAINTENANCE PREV MAINT-2PM/YR- 5 YEAR, STAIRCLIMB	2	692.00	-297.00	395.00	790.00

Resolution No. _____

Quote#

3771025 - 1

Date

20-AUG-2024

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PO Number	Subtotal		
Payment Type	List Price		137,057.00
Payment Terms	Adjustment and Surcharge		-54,735.00
Freight Terms	Selling Price		82,322.00
FOB			
	Freight/Fuel/Installation		7,222.76
	Tax	TAXES AS APPLICABLE	
	Total(USD)		89,544.76

Notes:
SOURCEWELL PRICING EXTENDED FOR FITNESS EQUIPMENT PER LIFE FITNESS CONTRACT NUMBER 081120-LFF.

Resolution No. _____

QUOTE

Quote# 3771025 - 1

Date 20-AUG-2024

Page 4/4

Shipment Priority: GRAND OPENING
Requested Delivery Date: 19-NOV-2024 Initial: _____

This order quote is valid for 30 days. Buyer may accept by either (1) returning this quote with Buyer's signature or (2) by Buyer issuing a Purchase Order against this quote to Life Fitness. In all cases, this order quote and its acceptance are subject to the Life Fitness Commercial Terms & Conditions of Sale posted online at <https://www.lifefitness.com/en-us/legal/terms-conditions>, which supersede any terms in Buyer's purchase orders, policies, vendor guidelines and any other documents that pre-date or post-date this purchase. Any inconsistent terms in Buyer's documents are deemed to have been rejected. Upon acceptance by Buyer and then Life Fitness, this Agreement shall become legally binding and constitutes the sole and complete agreement of the parties.

For avoidance of doubt, if Buyer and Life Fitness executed an active Master Agreement, the applicable Master Agreement will govern this Agreement and the Life Fitness Standard Terms and Conditions will supplement.

Quote Approval		USD OPERATING UNIT	
Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date of Acceptance	_____		
Company	VILLAGE OF VILLA PARK		

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A COMMISSIONER HANDBOOK
OF THE VILLAGE OF VILLA PARK, ILLINOIS**

WHEREAS, the Village of Villa Park, DuPage County, Illinois (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 is empowered to create policies and procedures to provide for effective government within the Village; and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is advisable, necessary and in the public interest to adopt a handbook providing information and guidance to commissioners of the Village.

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

Section 1: The “Village of Villa Park Commissioner Handbook,” attached hereto as Exhibit A is hereby adopted and approved.

Section 2: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed this _____ day of _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2024.

Nick Cuzzone, Village President

Attest:

Hosanna Korynecky, Village Clerk

Resolution No. _____

EXHIBIT A

Village of Villa Park Commissioner Handbook

COMMISSIONER HANDBOOK

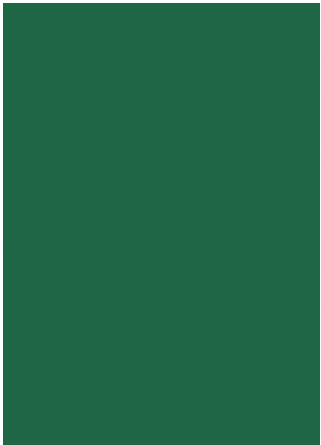


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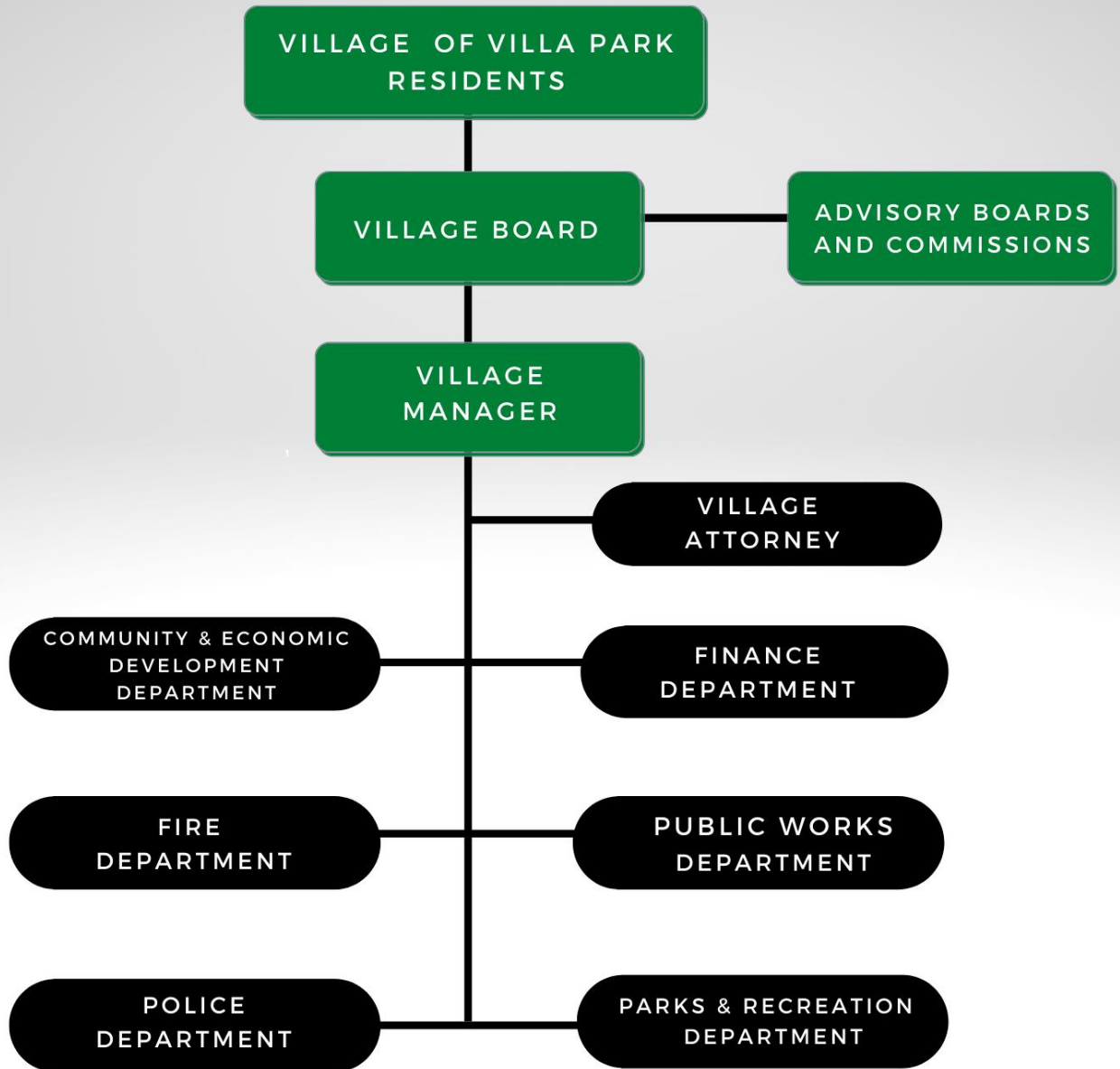
Welcome

Thank you for volunteering your time and talent for the Village. We hope you find your new position meaningful and rewarding. This manual has been designed to assist you by providing information about the Village and the role served by advisory board and commission members.

Advisory boards and commissions are established by ordinance in the Village Code, which sets forth the composition and duties of each body. The Village President recommends qualified candidates to fill vacancies, and the Village Board votes to approve those recommendations. Board and commission members review items and issues at the request of the Village Board or of particular interest to the advisory body. Board and commission members provide recommendations that assist the Village Board in making decisions. They also serve as ambassadors to the community by informing and educating the public regarding the purpose and processes of the Village government, the board/commission and activities of the Village.

The following materials provide general information on the Village organization and its various advisory boards and commissions, including procedures and laws that apply to their activities. Should you have any questions, please contact the Village Manager's Office at (630) 592-6052.

VILLAGE OF VILLA PARK



Description of Boards and Commissions

The complete village code for all boards and commissions can be found online at the Village of Villa Park website: www.invillapark.com. Applicants can review past commission meeting videos or audio recordings here: <https://www.youtube.com/@villageofvillapark3578> to become familiar with the meeting formats and topics.

Board of Fire and Police Commission

[Municipal Code: Chapter 2 Article XVIII](#)

Number of Members: 3; Length of Term: 3 years

Meetings: Fourth Tuesday of each month at 8:30 am

The Board of Fire and Police Commission (BOFP) (65 ILCS 5/10-2.1-1, *et seq.*) is responsible for selecting and appointing qualified candidates for the positions of Police Officer and Firefighter/Paramedic. The board is also responsible for the promotional process for Fire Lieutenants and Police Sergeants, including the testing and selection process. The BOFP has authority to conduct disciplinary hearings or appeals of disciplinary action of non-probationary officers in the Police Department. The BOFP is established through Illinois State Statutes, the Illinois Municipal Code, and the Villa Park Municipal Code.

Expectations: This position demands a significantly greater time commitment than other commissions. Meeting preparation varies depending on the number of candidates being evaluated. Special meetings are frequently needed related to the hiring and disciplinary process.

Community F.U.N. Commission

Villa Park Code of Ordinances: [Chapter 2, Article XXIX](#)

Number of Members: 9; Length of Term: 3 years

Meetings: Fourth Tuesday of each month at 5:30 pm

Junior Members: Two junior members with a term of 1 year. Junior members may participate in meetings and programs of the commission but shall not vote on any matter that comes before the commission. Junior members may be between the ages of 13 and 17 and residents of the Village. Junior members under the age of 16 must have consent from parents or legal guardian.

The Community F.U.N (Focus on Unifying Neighbors) Commission coordinates several special events throughout the year and focuses on unifying neighbors, public relations and promotion of volunteers and volunteerism within the Village.

Expectations: This position may demand a significantly greater time commitment than other commissions. Meeting preparation varies based on event schedules. Commissioners are requested to assist with several special events and programs throughout the year.

Economic Development Commission

Villa Park Code of Ordinances: [Chapter 2, Article XXVIII](#)

Number of Members: 7; Length of Term: 3 years

Meetings: Third Wednesday of the month at 5:30 pm

The Economic Development Commission prepares and recommends to the Village Board procedures for planning, execution and implementation of business district plans, including plans for development of adjacent areas to provide for the housing, social and recreational needs of the business district.

Expectations: Commission members can expect to spend 1 to 1.5 hours reviewing materials before the meeting.

Environmental Concerns Commission

Villa Park Code of Ordinances: [Chapter 2, Article XXV](#)

Number of Members: 7; Length of Term: 3 years;

Meetings: Fourth Thursday of each month at 7:00 pm

The Environmental Concerns Commission makes recommendations to the Village Board regarding possible ways to improve, preserve and protect the environment, including the quality of land, air and water affecting the village and its residents. The Commission coordinates the annual Spring Sweep recycling event and is responsible for coordination of materials and programs that increase the awareness of residents of the Village on environmental issues.

Bike Pedestrian and Transit Sub-Committee – this is a sub-committee of the Environmental Concerns Commission whose purpose is to address transit opportunities in Villa Park. Members meet the fourth Thursday of each month at 6:00 pm.

Expectations: Commission members can expect to spend 30 minutes reviewing materials before the monthly meeting. Commission members may be requested to assist with special events or planned programs that occur outside of scheduled meetings.

Firefighters Pension Fund Board

Villa Park Code of Ordinances: [Chapter 2 Article XXIV](#)

Number of Members: 5; Length of Term: 3 years

Meetings: Quarterly

The Firefighters Pension Fund is governed by a separate governing Board set by Illinois Compiled Statutes (40 ILCS 5, Article 4). The board includes two members appointed by the Village president, two active firefighters and one beneficiary of the Firefighter Pension Fund elected by their peers. The board manages, invests and controls the Firefighters Pension Fund and all monies pertaining thereto in accordance with statute. The board also accepts members into the fund and approves regular and disability pensions.

Expectations: Board members can expect to spend up to one hour reviewing materials before each quarterly meeting; however, disability hearings may require more preparation depending on the number of materials to review. Board members are required to participate in state-mandated trustee certification training that consists of 16 hours in the first year as a trustee and a minimum of 8 hours of continuing trustee education annually thereafter.

Historical Preservation Commission

Villa Park Code of Ordinances: [Chapter 2, Article XXVII](#)

Number of Members: 5; Length of Term: 3 years

Meetings: First Thursday of February through May, October and November at 7:30 pm

The Historical Preservation Commission advises the Board of Trustees on matters relating to the preservation of areas, places, sites, buildings, structures, monuments, items, memorabilia, works of art and other objects having a special historical, community, aesthetic interest or significance to the Village. The commission aims to increase public awareness of historic preservation through education and special programs and to establish partnerships with organizations supporting preservation efforts.

Expectations: Commission members can expect to spend 30 minutes reviewing materials before the meeting.

Local Liquor Control Commission

Villa Park Code of Ordinances: [Chapter 3, Article II](#)

Number of Members: 3; Length of Term: 1 year

Meetings: Held on an as needed basis

The Local Liquor Control Commission consists of the Village President and two members appointed by the Village President. The commission is limited to the conduct of formal disciplinary hearings involving any licensee.

Expectations: Commission members can expect to spend up to 1 hour reviewing materials before a meeting. Meetings are held on an as needed basis, typically during regular working hours.

Parks and Recreation Advisory Commission

Villa Park Code of Ordinances: [Chapter 2, Article XIII](#)

Number of Members: 7; Length of Term: 2 years

Meetings: Second Tuesday of each month at 7:00 pm

It shall be the intent and purpose of the Parks and Recreation Advisory Commission to advise the Village Board of Trustees on matters relating the administration, operation and conditions of recreation programs; and to advise the Board of trustees on matters related to facilities, including the recreation buildings, swim pools, skate park, playgrounds and to discuss and advise the Board of Trustees on issues referred to the commission by the Board of Trustees; and to assist the Director of Parks and Recreation and other staff on developing and maintain comprehensive recreation programs and opportunities for Village residents.

Expectations: Commission members can expect to spend up to 30 minutes reviewing materials before a meeting.

Police Pension Fund Board

Villa Park Code of Ordinances: [Chapter 2 Article XXIII](#)

Number of Members: 5; Length of Term: 3 years

Meetings: Quarterly Fourth Thursday at 4:30 pm

The Police Officer Pension Fund is governed by a separate governing Board set by Illinois Compiled Statutes (40 ILCS 3, Article 3). The board includes two members appointed by the Village president, two elected from the regular police force of the Village and one elected from the beneficiaries of the pension. The board manages, invests and controls the Police Pension Fund and all monies pertaining thereto in accordance with statute. The board also accepts members into the fund and approves regular and disability pensions.

Expectations: Board members can expect to spend up to one to two hours reviewing materials before each quarterly meeting; however, disability hearings may require more preparation depending on the number of materials to review. Board members are required to participate in state-mandated trustee certification training that consists of 16 hours in the first year as a trustee and a minimum of 8 hours of continuing trustee education annually thereafter.

Senior Citizens Commission

Villa Park Code of Ordinances: [Chapter 2, Article XXVI](#)

Number of Members: 5; Length of Term: 3 years; Requirements: Residency in the Village for at least one year and must be fifty-five (55) years or older.

Meetings: First Monday of each month at 6:00 pm

The Senior Citizens Commission is an advisory board that makes recommendations to the Village board to ensure and promote the well-being of the senior population of Villa Park. The commission coordinates the Senior and Law Enforcement Together (SALT) quarterly meeting in conjunction with the Villa Park Police Department.

Expectations: Commission members can expect to spend 30 minutes reviewing materials before the meeting.

Sugar Creek Golf Course Administrative Board

Municipal Code: [Chapter 2 Article XXI](#)

Number of Members: 7; Length of Term: 3 years

Meetings: Fourth Tuesday of every month at 6:00 pm. There are no meetings in December, January or February

The Sugar Creek Golf Course Administrative Board is comprised of representatives from the Village and the Elmhurst Park District and oversees the overall financial operations of Sugar Creek Golf Course. The Board's responsibilities include reviewing Manager and Superintendent reports, monthly financial statements and the annual budget proposal. The Board also approves special projects as part of long-term capital planning.

Expectations: Commission members can expect to spend up to 1 hour reviewing materials before the meeting

Traffic and Safety Commission

Municipal Code: [Chapter 2, Article XXII](#)

Number of Members: 9; Length of Term: 3 years

Meetings: First Tuesday of each month at 8:00pm

The Traffic and Safety Commission acts in an advisory capacity to the Village Board in all matters of traffic and safety which are initiated, referred to or investigated by the commission. This includes intersection controls such as stop signs, traffic lights or roundabouts, parking, sidewalks and street lighting, street signage, traffic patterns, bike lanes or trails and train station and rail right-of-way issues.

Expectations: Commission members can expect to spend 1 to 1.5 hours reviewing materials before the meeting. Many commissioners may make field trips to review specific sites on the agenda.

Video Production Commission

Villa Park Code of Ordinances: [Chapter 2, Article XXX](#)

Number of Members: 7; Length of Term: 3 years

Meetings: Second Wednesday of each month at 6:00 pm

The Video Production Commission oversees the production, delivery and scheduling of local public, educational and government programming to cable television channels including Comcast/Xfinity Channel 6 and AT&T U-Verse channel 99.

Expectations: Commission members can expect to spend 30 minutes reviewing materials before the meeting. May require additional hours outside of monthly meeting related to the production of programming.

Zoning and Planning Commission

Municipal Code: [Chapter 2 Article XVI](#)

Number of Members: 9; Length of Term: 3 years; Requirements: Residency in the Village for at least one year

Meetings: Second Thursday of each month at 7:30 pm

The Zoning and Planning Commission considers land use issues and makes recommendations on zoning and sign variance requests. The commission plays a critical role in the development process, holding public hearings for new developments and redevelopment cases consistent with state statutes.

Expectations: This commission has the potential to demand significantly greater time commitment compared to other commissions. Time spent preparing for meetings depends on the number of cases scheduled and the complexity of the request. On average, commissioners should expect to spend about an hour per case reviewing the staff report and any plans/supporting documentation the petitioner provides. Site visits are also encouraged. Familiarity with land use, building construction/site design, architecture, real estate and application of Village Code would be helpful but are not required.

Board and Commission Roles

Boards and commissions serve in an advisory capacity, making recommendations to the elected Village Board of Trustees, which has the responsibility for decision-making and policy-setting. Effective boards and commissions follow an established procedure, making use of an agenda and practicing Robert's Rules of Order in the conduct of business. It is important to maintain a relationship of respect between various participants and understand roles.

Role and Responsibilities of a Commission Member

The commissioner's main responsibilities are to come prepared for meetings and make contributions towards board/commission efforts. Commissioner suggestions on new initiatives are encouraged, and commissioners should be willing to perform associated legwork where appropriate. An effective commissioner should endeavor to attend all board/commission meetings on time and notify the Chairperson or staff liaison in advance if they are expecting to be late or absent. Commissioner attendance is critical because it ensures that good discussions, decisions, and recommendations occur at the commission level.

Commissioners may on occasion be approached by residents or other parties, even the media, to speak on behalf of the Village. Commissioners should exercise care in these situations to avoid statements contrary to the general position of the Village and are advised to direct inquiries to the chairperson or staff liaison as appropriate. Similarly, with requests for assistance (specific service requests), commissioners should direct inquiries to Village staff, who are trained to handle resident issues or bring the issue to the commission for discussion. Allowing staff to work directly with citizens reinforces that all are treated equally by the Village.

1. Appointment to a Board or Commission is an honor that brings both opportunity and responsibility.
2. The Village Manager and staff shall provide Board and Commission members with objective information and will make informative and professional recommendations that are in the best interest of the entire community.
3. Boards and Commissions shall provide recommendations that assist the Village Board in making decisions.
4. Commissioners serve as ambassadors to the community by informing and educating the public regarding the purpose and process of village government, the board/commission, activities of the Village, and the like.
5. Commissioners should accept feedback from the Village Board, Village staff, and the general public as a recommendation to the Village, not the individual. Whether the feedback is positive or negative it is to the Commission, not to the commissioner and should not be taken personally.
6. Commissioners should be informed; do your homework and attempt to ask questions prior to the meeting.
7. Be accountable, attendance is important.

8. See the larger picture and be true to the mission and cause, and contribute your ideas within that context.
9. Accept board decisions, even those which you may not personally agree.
10. Be respectful and welcoming to those coming before you. Boards and Commissions are the face of the Village and quality customer service is critical to the entire organization.

Role of Chairperson

The chairperson, is typically elected for a one-year term, with the opportunity to serve again if elected by the other commissioners. The chairperson has several main responsibilities including presiding over the commission, setting the agenda, and conducting its business in an orderly fashion during meetings. In addition to these duties, a chairperson often acts informally as the commission representative to the outside world. The chairperson develops the agenda with the staff liaison prior to each meeting, and together with Village staff make sure the agenda is posted at least 48 hours ahead of the meeting time as further described below. ensuring that business is properly conducted, periodically reviewing the commission's charter with members to verify that the outlined goals are being met, assigning subcommittees where applicable, and calling special commission meetings with the assistance of Village staff as necessary.

Trustee Liaison

The Trustee liaison's main role is to be an observer and a link to the Village Board when requested by the board or commission. Trustee liaisons are non-voting members and are not expected to steer the conversation at the commission level because it would serve no purpose for the Village Board to direct any commission how to make recommendations to them. As the Village Board's representative, the Trustee liaison provides information with regards to the Village Board and clarifies the Village Board's position on particular issues when necessary. Trustee liaisons should also update the commissions with information on programs/activities/legislation of interest garnered through various Village Board resources.

Staff Liaison

Staff liaisons are Village of Villa Park employees who usually have significant staff responsibilities that relate to the same work area of the advisory board, commission or sub-committee to which they have been assigned. The relationship between the commission and the staff liaison is a strategic partnership with all parties working together. Neither party directs the actions of the other. Village staff serve as a resource for commissions to answer questions, provide options, analyze impacts, clarify Village policy, and generally keep commissions current on the progress of Village services. Village staff report to the Village Manager through the department heads, while commissions report to the Village Board of Trustees. Staff liaisons will also work with the chair to develop the agenda and packet information.

Additional Board and Commission Information

Annual Budget

Many commissions have an annual budgeted amount to be used towards activities or programs of the commission. The Village fiscal year is January 1 through December 31st. Around September each year, the Village Manager's office will direct commissions to submit their budget requests to the Village Manager's Office. Annual budgets should be reviewed during a meeting by commission members with a vote to approve the proposed budgeted amounts to the Village Manager. The Village Board of Trustees will then consider the proposed requests as part of the Village budget approval process. Typically, the Board only approves a single line item in the budget for each commission, although a budget request should be more detailed.

Attendance

For advisory bodies to function effectively and accomplish their goals, all members must be active participants. This means all members should make their best effort to be present at all meetings. Your presence alone at a meeting may help reach a quorum, without which no action can take place. Any member who is absent more than the number of excused or unexcused absences allowed by applicable ordinance may forfeit advisory body membership. When unable to attend a meeting, commissioners are encouraged to notify the Chairperson or staff liaison in advance of the meeting.

Fundraising

Several commissions' work plans call for fundraising efforts, and those funds may then be utilized for events coordinated by that Commission. Money raised on behalf of the Village of Villa Park will be held by the Village as part of and in accordance with best practice of the Village's Finance Department. Commissions are part of the Village of Villa Park and cannot have separate bank accounts.

Minutes and Recording

Minutes of each meeting are required (additional information on minutes is provided below under the Open Meetings Act). Meeting minutes are to be approved at a subsequent meeting and made public on the Village website. Further, the Village Board has provided direction that all meetings be video and/or audio recorded, and those recordings are made publicly available on the Village website. Once created, the minutes and recordings are public records and must be saved in a way that the Village FOIA (Freedom of Information Act) Officer(s) can access them in case of a FOIA request.

Identification Card

Upon appointment to a commission, commissioners will receive notification from the Village Clerk confirming said appointment. It will also direct them to obtain an identification card from

the Police Department. The identification card will include a photo of the commissioner, name, commission name and expiration date of commissioner's term.

Oath of Office

Commissioners are not considered full voting members until their Oath of Office has been completed and filed with the Village Clerk. A new Oath of Office is required after each appointment or reappointment.

Open Meeting Acts Training

The Open Meetings Act (OMA) is a state law requiring that public body meetings be open to the public except in certain specific, limited situations. Any person who becomes an appointed board or commission member must complete electronic OMA training no later than the 90th day after taking the oath of office. OMA training must be completed with each reappointment. Additional OMA information is provided herein.

Public Records

All documents, correspondence (including emails, texts, notes, etc.) generated for the purpose of the commission or board business are likely to be considered public records and would need to be turned over upon request.

Purchasing

Any request for funds to be dispersed require Village Board approval (via monthly board meeting bill listing). The Village Manager's Office and Finance Department work closely with commissions to ensure proper accounting procedures and practices are followed to reflect compliance with Village and state regulations and ethics guidelines. Whenever possible the Village should make the direct purchase of supplies and services, but may reimburse members for approved purchases made on behalf of the Village/commission. There is an approved form to request reimbursement. Every disbursement should be budgeted – although there is some latitude within the total amount budgeted – and approved by a motion at a meeting. Typically a "not-to-exceed" amount is approved.

Reappointment

Commissioners will be notified in writing by the Village Manager's Office prior to their term expiring. If a member would like to be considered for reappointment, they shall submit the request in writing to the Village Manager's Office. Reappointment is not automatic, but rather must be recommended by the Village President and confirmed by the Trustees.

Residency Status

Residency in the Village of Villa Park is a requirement for most commissions. If a commission member's residency status changes, they should notify their commission liaison of the Village Manager's Office who will review eligibility guidelines for the commission.

Resignations

If for some reason a member is unable to complete their term, it is extremely important for them to inform the Chairperson. A letter of resignation shall be submitted to the Village President reflecting the effective date of resignation. The commission member should also return the identification card or any other indicia of office to the Village President or Village Clerk.

Statement of Economic Interest Filing

The Governmental Ethics Act requires elected officials, certain employees and members of certain board and commissions to file annual statements of economic interest. Members of the Police Pension Fund Board, Firefighters Pension Fund Board, Planning and Zoning Commission, Board of Fire and Police Commissioners will be required to file annually. Additional information on the Statement of Economic Interest filing can be found here:

https://www.dupagecounty.gov/elected_officials/county_clerk/economic_interests/

Vacancy

When a commission seat is vacant and a new member is appointed to fill the vacancy, the term of service and expiration of the term remains the same as the original appointment, i.e. the expiration and length of term stays static.

Meetings and Agendas

Meeting Types

1. Regular Meetings

Commissions hold regular meetings to conduct business – receive reports, discuss and deliberate on times and take actions such as voting to forward recommendations to the Board of Trustees.

2. Special Meetings

The Chairperson or a majority of the commission may call a special meeting, which requires coordination with the Village Manager's office. An agenda must be posted within 48 hours of the special meeting. The agenda must list that this is a special meeting of the commission.

3. Rescheduled Meetings

A rescheduled meeting requires an agenda to be posted at least 48 hours before the meeting. The agenda should note that this is a rescheduled meeting of the commission.

4. Emergency Meeting

Notice of an emergency meeting must be given as soon as practicable, but in any event prior to the holding of the meeting. If a commission believes they had a reason for an emergency meeting, they contact their staff liaison or the Village Manager's Office.

Meeting Agenda

An agenda is a list of items to be acted upon or discussed during a meeting. An agenda must set forth the general subject matter of any items that will be the subject of final action at the meeting. This does not preclude consideration of matters not specifically on the agenda, but a commission may not vote on a matter that was not on the agenda. Items listed on the agenda must be clear enough to provide notice to the public on the matter. For instance, an agenda item listing "all other matters pertaining to the function of the commission" would be considered too generic and would not provide enough information to the public to understand what is being considered by the commission.

It is important to note that at a special meeting or emergency meeting, unlike a regular meeting, a commission cannot discuss items that did not appear on the agenda. Only topics specifically listed on a special or emergency meeting agenda may be discussed.

Business Conducted at Commission Meetings

All meetings are conducted in accordance with Robert's Rules of Order or special rules adopted by the Board of Trustees to enable the commission to determine the will of the commissioners in a fair and equitable manner. However, failure to follow Robert's Rules of Order in any instance does not invalidate any action taken.

The meetings are called to order by the Chairperson, or Vice Chairperson in the absence of the Chairperson. If neither are in attendance, the Commission selects a Chairperson Pro Tempore to conduct the meeting. The Secretary calls the roll to determine the presence of a quorum, and the Chairperson announces the agenda items for discussion or action.

All official actions of the Commission take place in meetings. For an action to take place typically a motion should be made at a meeting, a second is typically required and a vote taken. The item should be on the agenda, but the agenda can be amended. If a commissioner or staff liaison is going to conduct business on behalf of the commission, the action should be approved at the meeting with reasonable guidance to proceed to conduct business between meetings. With some of our commissions taking on bigger projects, it is important that the activities be tied back to an approved action taken at a meeting. Commissioners and staff liaisons are not authorized to expend any funds on behalf of the Village, unless specifically authorized to do so by the Village Board or Village Manager. Without this, the Village may not be able to reimburse the commissioner, or worse, protect them for legal action if they acted without authority.

Several things may happen with regard to each agenda item:

- The item can be removed from the agenda
- The commission may discuss the matter without taking any action
- The commission can hold the matter to a future meeting
- The commission can refer the matter to staff for consideration and a subsequent report to the commission
- The commission can vote in support of a motion or in opposition to the motion on the matter.

Public Comment

Pursuant to the Illinois Open Meetings Act, any person must be permitted an opportunity to address a public body under the rules established by the public body. The Village Code of Ordinances established public comment rules as follows:

- Persons may sign in before the start of the meeting or identify themselves/state their name during public comment. Members of the public are not required to disclose their home address as a condition of speaking.
- Speakers shall speak their position on the issue and provide any supporting documentation. The speaker shall refrain from engaging in debates, directing threats or personal attacks on members of the commission, staff or other speakers.
- Public comments, unless extended for a time certain by a majority of the commission members present, shall be limited to no more than three (3) minutes.

Villa Park Ethical Guidelines

The proper operation of democratic government requires that members of Village boards, committees, and commissions be independent, impartial and responsible to the “Village of Villa Park,” the sole purpose of which is to serve and protect the common well-being and good of the people of Villa Park. Accordingly, it is imperative that decisions of the Village and its policies be made in proper channels of the Village; that members do not interfere in the management of the Village or duties assigned to staff by the Village Board and/or Village Manager; that Village appointments not be used for personal, financial or political gain, or to advance the interest of family, relatives, or friends; and that the public have confidence in the integrity of government, that no board, committee, or commission member shall use the power of prestige for their own direct or indirect private financial gain.

Purpose

The purpose of these guidelines is to establish ethical standards of conduct for all Village board, committee, and commission members, setting forth those actions that are incompatible with the best interests of the Village and its residents and by requiring disclosure by board and commission members of private, financial and/or other interests in matters affecting the Village. These guidelines are founded upon the principle that there should be no favoritism or appearance of favoritism. No citizen of the Village or other party (including board, committee, and commission 17 members and/or their family members) should receive any benefit from Village actions beyond that which is available to any other citizen or party because of their relation to any board or commission member. In recognition of these goals, the following guidelines should be adhered to by all Village board, committee, and commission members:

1. REPRESENTATION

Board, committee or commission members should not represent themselves as an agent of the Village or represent statements as Village policy to residents, businesses, vendors, visitors, or any other outside party within the general public. Board, committee, and commission members should not make use of Village letterhead or the Village logo unless approved by the Village.

2. CONFLICTS OF INTEREST

Any financial or other personal interest that would affect the independence of judgment of an elected officer or employee shall be publicly disclosed. Additionally, any board, committee, or commission member with a financial or personal interest in a proposed legislative action and who participates in discussion or gives an official opinion or recommendation to the Village Board shall disclose on the record of the Board the nature and extent of such interest. Further, DuPage County requires members of the following advisory groups to file statements of economic interest every January: Board of Fire and Police Commissioners, Police Pension Board, Fire Pension Board, and

Planning and Zoning Commission. If any board, committee, or commission members have questions or concerns regarding potential conflicts of interest they should reach out to their staff liaison for assistance.

3. REWARDS AND GIFTS

Employees and officers of the Village shall be prohibited from receiving any monetary rewards or others gifts relating to services provided as a Village employee including any discounts, promotions, services or –products offered by a liquor licensee, or any other officer, associate, member, representative, agent or employee of any licensee unless said gift, discount, promotion, service or product is provided without discrimination to the general public. Notice shall be made to the respective Department Head upon any offer or delivery of a gift or reward.

4. GRANT FUNDING PROVISIONS

In instances in which an appointed official or volunteer citizen member of a Village board, committee, or commission, or their immediate family is seeking grant funds as provided for herein, the appointed official or volunteer citizen member shall disclose the nature of the conflict, refrain from any further deliberation or discussion of the matter, and the abstain from any vote taken on the matter.

5. CONFIDENTIALITY

Members of a Village board, committee, or commission should not disclose or use for his or her personal benefit or for the benefit of another, any information acquired in the course of official duties, which is not available as a matter of public knowledge or public record.

Appendix

- 1. Brief Guide to the Illinois Open Meetings Act**
- 2. Robert's Rules of Order Cheat Sheet**

Brief Guide to the Illinois Open Meetings Act

The Illinois Open Meetings Act (OMA) was created in 1957 with the purpose of promoting free and open communication between government and citizens. The OMA, along with the Freedom of Information Act, determines what types of information citizens have access to and by what method. These laws put emphasis on open communication and access to information with few exceptions made. Please find below information intended to act as a basic guide for open meetings. Additional information may be found at the Illinois Attorney General's website or on consultation with the Village Clerk.

The OMA applies to public bodies. This includes "all legislative, executive, administrative or advisory bodies of the state, counties, townships, cities, villages, incorporated towns, school districts and other municipal corporations, boards, bureaus, committees or commissions of this state..." This also includes Village commissions and sub-committees.

1. A "meeting" as subject to OMA is "any gathering of a majority of a quorum of members of a public body held for the purpose of discussing public business."
 - This means if a public body has seven members, three would constitute a majority of a quorum of that body (four is the quorum; three is the majority of a quorum).
 - The act is not intended to apply to chance meetings/social gatherings as these do not include the discussion of public business. However, if a deliberation of public matters were to begin at a chance meeting/social gathering, this would become a public meeting.
 - This act also applies to telephone conversations, online conversations or chats and email correspondence between members.
2. The OMA requires notification be given for all meetings. This includes a yearly schedule of all regularly held meetings and the posting of an agenda at least 48 hours in advance through the Village Clerk's Office.
3. Minutes must be kept for all meetings and should include: date, time and location of meeting; members present or absent; and a summary of the discussion. The minutes are to be available for public inspection seven days after the approval of the minutes.
4. For certain topics, meetings may be closed. These include discussions of employment/appointment matters, legal matters, land acquisition, security/criminal matters and a few miscellaneous exceptions. Most commissions oversee topics that would not meet the closed meeting exemptions listed in OMA. In the event a commission moves into closed session they must:
 - Vote in open meeting to go into closed session
 - No votes may be taken in closed meetings
 - A verbatim recording should be made of closed meetings. These recordings are to be kept confidential unless a question arises as to whether a meeting violated the OMA.

5. All new board, committee, and commission members must pass the online OMA training module available at the Illinois Attorney General's website within 90 days of taking the oath of office.

Quorum Determination

A quorum is a majority (half + 1) of the entire commission membership seats, not just those members present or those seats that are currently appointed. For a 5-member public body, 3 members of the body constitute a quorum. When a quorum is not present for a scheduled meeting, the commission cannot take action at the meeting, although discussion may still take place. Once it is determined that a quorum is not present, the Chairperson may choose to orally announce that the meeting is canceled due to lack of quorum. In lieu of minutes, the secretary will note in some manner for the public's reference that the quorum was lacking and/or the meeting was canceled due to lack of quorum.

Commission	Number of Voting Members	Quorum	**Quorum Majority
Board of Police and Fire Commission	3	2	2
Community F.U.N Commission	9	5	3
Economic Development Commission	7	4	3
Environmental Concerns Commission	7	4	3
Firefighter Pension Fund Board	5	3	3
Historical Preservation Commission	5	3	3
Local Liquor Control Commission	3	2	2
Parks and Recreation Advisory Commission	7	4	3
Planning and Zoning Commission	9	5	3
Police Pension Board	5	3	3
Senior Concerns Commission	5	3	3
Sugar Creek Golf Course Administrative Board	7	4	3
Traffic and Safety Commission	9	5	3
Video Production Commission	7	4	3

*Number of public members does not include student, ex-officio, non-voting, and advisory members towards the overall quorum.

**Any deliberation of public matters by this number or more board/commission members, outside of scheduled/notice public meeting, is a violation of the Open Meetings Act.

ROBERTS RULES CHEAT SHEET

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Adjourn	"I move that we adjourn"	No	Yes	No	No	Majority
Recess	"I move that we recess until..."	No	Yes	No	Yes	Majority
Complain about noise, room temp., etc.	"Point of privilege"	Yes	No	No	No	Chair Decides
Suspend further consideration of something	"I move that we table it"	No	Yes	No	No	Majority
End debate	"I move the previous question"	No	Yes	No	No	2/3
Postpone consideration of something	"I move we postpone this matter until..."	No	Yes	Yes	Yes	Majority
Amend a motion	"I move that this motion be amended by..."	No	Yes	Yes	Yes	Majority
Introduce business (a primary motion)	"I move that..."	No	Yes	Yes	Yes	Majority

The above listed motions and points are listed in established order of precedence. When any one of them is pending, you may not introduce another that is listed below, but you may introduce another that is listed above it.

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Object to procedure or personal affront	"Point of order"	Yes	No	No	No	Chair decides
Request information	"Point of information"	Yes	No	No	No	None
Ask for vote by actual count to verify voice vote	"I call for a division of the house"	Must be done before new motion	No	No	No	None unless someone objects
Object to considering some undiplomatic or improper matter	"I object to consideration of this question"	Yes	No	No	No	2/3
Take up matter previously tabled	"I move we take from the table..."	Yes	Yes	No	No	Majority
Reconsider something already disposed of	"I move we now (or later) reconsider our action relative to..."	Yes	Yes	Only if original motion was debatable	No	Majority
Consider something out of its scheduled order	"I move we suspend the rules and consider..."	No	Yes	No	No	2/3
Vote on a ruling by the Chair	"I appeal the Chair's decision"	Yes	Yes	Yes	No	Majority

The motions, points and proposals listed above have no established order of preference; any of them may be introduced at any time except when meeting is considering one of the top three matters listed from the first chart (Motion to Adjourn, Recess or Point of Privilege).

PROCEDURE FOR HANDLING A MAIN MOTION

Commissions are not expected to follow parliamentary procedure as provided herein and above. The information is meant to provide guidance on meeting procedures and is not meant to be all inclusive. If a commission member has a question regarding parliamentary procedure, they should consult their commission chair or staff liaison.

When acting on official items of a commission, the chair should call for a motion, second and roll call vote. This is required for meeting minutes

NOTE: Nothing goes to discussion without a motion being on the floor.

Obtaining and assigning the floor

A member raises hand when no one else has the floor

- The chair recognizes the member by name

How the Motion is Brought Before the Assembly

- The member makes the motion: *I move that (or "to") ...* and resumes his seat.
- Another member seconds the motion: *I second the motion* or *I second it* or *second*.
- The chair states the motion: *It is moved and seconded that ... Are you ready for the question?*

Consideration of the Motion

1. Members can debate the motion.
2. Before speaking in debate, members obtain the floor.
3. The maker of the motion has first right to the floor if he claims it properly
4. Debate must be confined to the merits of the motion.
5. Debate can be closed only by order of the assembly (2/3 vote) or by the chair if no one seeks the floor for further debate.

The chair puts the motion to a vote

1. The chair asks: *Are you ready for the question?* If no one rises to claim the floor, the chair proceeds to take the vote.
2. The chair says: *The question is on the adoption of the motion that ... As many as are in favor, say 'Aye'.* (Pause for response.) *Those opposed, say 'Nay'.* (Pause for response.) *Those abstained please say 'Aye'.*

The chair announces the result of the vote.

1. *The ayes have it, the motion carries, and ...* (indicating the effect of the vote) or
2. *The nays have it and the motion fails*

WHEN DEBATING YOUR MOTIONS

1. Listen to the other side
2. Focus on issues, not personalities
3. Avoid questioning motives
4. Be polite

HOW TO ACCOMPLISH WHAT YOU WANT TO DO IN MEETINGS

MAIN MOTION

You want to propose a new idea or action for the group.

- After recognition, make a main motion.
- Member: "Madame Chairman, I move that _____."

AMENDING A MOTION

You want to change some of the wording that is being discussed.

- After recognition, "I move that the motion be amended by adding the following words _____."
- After recognition, "I move that the motion be amended by striking out the following words _____."
- After recognition, "I move that the motion be amended by striking out the following words, _____, and adding in their place the following words _____."

REFER TO A COMMITTEE

You feel that an idea or proposal being discussed needs more study and investigation.

- After recognition, "I move that the question be referred to a committee made up of members Smith, Jones and Brown."

POSTPONE DEFINITELY

You want the membership to have more time to consider the question under discussion and you want to postpone it to a definite time or day, and have it come up for further consideration.

- After recognition, "I move to postpone the question until _____."

PREVIOUS QUESTION

You think discussion has gone on for too long and you want to stop discussion and vote.

- After recognition, "I move the previous question."

LIMIT DEBATE

You think discussion is getting long, but you want to give a reasonable length of time for consideration of the question.

- After recognition, "I move to limit discussion to two minutes per speaker."

ADJOURNMENT

You want the meeting to end.

- After recognition, "I move to adjourn."

PERMISSION TO WITHDRAW A MOTION

You have made a motion and after discussion, are sorry you made it.

- After recognition, "I ask permission to withdraw my motion."

POINT OF PERSONAL PRIVILEGE

The noise outside the meeting has become so great that you are having trouble hearing.

- Without recognition, "Point of personal privilege."
- Chairman: "State your point."
- Member: "There is too much noise, I can't hear."



MEMORANDUM

TO: Village Board of Trustees

FROM: Greg Gola, Director of Parks and Recreation

DATE: September 23, 2024

SUBJECT: A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Landscape/Park Installation Services from Hacienda Landscaping Inc, Minooka, IL to Complete Open Space Land Acquisition and Development Grant (OSLAD) Renovations, for Recreation Amenities for Lions Park, in the Amount of \$1,125,970.

RECOMMENDED ACTION:

The proposed Resolution authorizes the Board of Trustees of Villa Park to waive the formal competitive bid process and further authorizes the Village President to execute a Contract with Hacienda Landscaping, Inc., of Minooka, Illinois for the furnishing, delivery and installation of Recreation Amenities at Lions Park in the amount of \$1,125,970. Based on the recommendation of Upland Design Ltd., our design consultant for the Lions Park project we recommend waiving the bidding requirements pursuant to Section 2-220 of the Village of Villa Park Municipal Code and recommend awarding the contract to Hacienda Landscaping as the lowest responsible base bid and two alternate bids for purchase and construction of the Lions Park playground, pickleball courts, basketball court, pergola, open shelter, story walk, and (alternate bids) to include purchase and installation of a shade structure and landscape materials for a total amount of \$1,125,970. To waive bidding requires a two-thirds (2/3) majority affirmative vote.

BACKGROUND:

The Parks and Recreation Department would like to provide additional recreation amenities to Village residents, at Lions Park. This Park is currently in the process of building a new Recreation Center at Lions Park which required the removal of the existing basketball courts and playground. The Parks and Recreation Department applied for and was awarded the maximum amount of \$600,000 from the Open Space Lands Acquisition and Development (OSLAD) Grant on February 20, 2024. This grant requires a 50/50 match from the Village.

DISCUSSION: The Village of Villa Park and the Parks and Recreation Department have a goal of providing more recreational opportunities, both passive and active, to the residents of Villa Park. The basketball court and playground amenities, as well as one baseball field, have been removed to make room for the construction of the new Recreation Center. The Parks and Recreation Department

wishes to replace the basketball court and playground, and add additional amenities, to enhance and increase the outdoor recreation opportunities for our residents with the assistance of an OSLAD Grant. The maximum grant awarded is \$600,000; therefore, because of the scope of the project, the Village planned for applying for the maximum allowable award. This is a matching grant, meaning that the Village, as a grant recipient, will have to match the grant award.

The OSLAD Grant application was submitted in August 2023 and the Village received official notice in February 2024, that our application for the grant was approved. The Executed Grant Agreement was finalized and signed in April of 2024.

The Recreation Department advertised for bids in July of 2024 with bids to be opened on August 20, 2024. Bids from 3 contractors were within the above established budget, with 2 alternates included. The total project cost, which includes the lowest responsible bidder (\$1,125,970), A/E Design (awarded to Upland Design in the amount of \$105,250), and a contingency line item totaling \$85,744.46) amounts to a total project cost of \$1,316,964.46.

Amenities on the grant application based on full grant award of \$600,000:

The Grant Application includes a single basketball court and playground. Additional recreational amenities include the following:

- Shade Structure/shelter
- Senior/Public Gathering space
- Butterfly/Pollinator Garden
- Passive Recreation space including seating/educational areas.
- Addition of Pickleball court(s) and surrounding fencing
- Accessible playground surface (poured in place)
- Independent playground features (climbing structure/spring riders/spin features)

The Village's portion for the project would be \$716,964.46. This total would be budgeted in both the CY 2024 and 2025 budget years or in the amount of \$300,000 in CY '24 and \$416,964.46 in CY '25.

Funds would be available from the NEDSRA accounts, 34.502.02.292 (Engineering), 34.502.02.299 (Contractual), and 34.502.02.401 (Capital) from the Parks Operation funds of 36.502.02.292 (Engineering), 36.502.02.299 (Contractual Services) and 36.502.02.401 (Capital Outlay).

Upland Design has provided the Bid Summary and their recommendations (attached) and has made the recommendation to reject the lowest bid from D&J Landscaping, due to the poor references, rejection of this company by surrounding towns, and the letter stating concerns about D&J Landscaping sent by Indiana, Illinois, Iowa Foundation for Fair Contracting.

Upland Design has recommended that the Village award the contract to the Lowest Responsible bidder, Hacienda Landscaping.

RESOLUTION NO. _____

**RESOLUTION WAIVING THE OPEN AND COMPETITIVE BIDDING REQUIREMENTS AND
APPROVING AND AUTHORIZING A CONTRACT WITH
HACIENDA LANDSCAPING, INC., FOR THE CONSTRUCTION OF RECREATION
AMENITIES FOR THE VILLA PARK RECREATION CENTER
IN THE AMOUNT OF \$1,125,970**

WHEREAS, the Village of Villa Park (the “Village”) plans to build and develop a Parks and Recreation Center at Lions Park at 320 E. Wildwood Avenue, Villa Park, Illinois (“Villa Park Recreation Center”); and

WHEREAS, the Village desires to provide additional recreational amenities to Village residents at Villa Park Recreation Center at Lions Park and was awarded an Open Space Land Acquisition and Development (OSLAD) Grant from the Illinois Department of Natural Resources (IDNR) in the amount of \$600,000, for the development of such amenities; and

WHEREAS, the Village publicly advertised for sealed bids for all labor, materials, tools and equipment necessary for the furnishing, delivery and installation of asphalt paving, asphalt color coat, concrete paving, playground equipment, poured-in-place surfacing, playground underdrainage, chain-link fence, ornamental fence, pergola, picnic shelter, site furnishings, landscape, and lawn restoration at the Villa Park Recreation Center (“Project”); and

WHEREAS, bids were received, publicly opened, examined and declared at 1:00 p.m. on August 20, 2024; and

WHEREAS, Upland Design, Ltd., the Village’s Project Manager for the Project, analyzed the bids received and recommends that the Village award the contract to Hacienda Landscaping, Inc., from Minooka, Illinois, the second lowest bidder for the Project, in an amount of One Million One Hundred Twenty-Five Thousand Nine Hundred Seventy and 00/100 Dollars (\$1,125,970.00) for the Project; and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the Village to waive the bidding requirements pursuant to Section 2-220 of the Village of Villa Park Municipal Code and approve a contract with Hacienda Landscaping, Inc., from Minooka, Illinois, the second lowest bidder for the Project, in an amount of One Million One Hundred Twenty-Five Thousand Nine Hundred Seventy and 00/100 Dollars (\$1,125,970.00) for 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: Incorporation of Preambles. 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: Waiver of Bidding. That the open and competitive bidding requirements are waived in accordance with Section 2-220 of Division 2, of Article II, of Chapter 2 of the Villa Park Municipal Code, with respect to the Project, as approved by a two-thirds (2/3) vote of the corporate authorities of the Village of Villa Park.

Section 3: Approval and Authorization to Execute Contract. The terms and provisions of the *Contract between the Village of Villa Park, Illinois, and Hacienda Landscaping, Inc., for the furnishing, delivery and installation of Recreation Amenities for the Villa Park Recreation Center*, and the separate

Resolution No. _____

exhibits as provided in the Contract are hereby approved in substantially the form attached hereto as Exhibit “A,” and the Village President is authorized to execute and the Village Clerk to attest the Contract and other written contract documents, with such insertions, omissions and changes as shall be approved by the Village President of the Village, the execution of such documents being conclusive evidence of such approval, provided that Hacienda Landscaping, Inc., returns the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, to the Village. The officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution.

Section 4: Payment of Prevailing Rate of Wages. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work.

Section 5: Effective Date. This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this ____ day of _____ 2024, pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTENTION: _____

APPROVED by me this ____ day of _____ 2024.

Nick Cuzzone, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2024.

Hosanna Korynecky, Clerk of the Village
of Villa Park, DuPage County, Illinois

Resolution No. _____

Exhibit “A”

CONTRACT

CONTRACT
between the
VILLAGE OF VILLA PARK, ILLINOIS
and
HACIENDA LANDSCAPING, INC.
for the furnishing, delivery and installation of
RECREATION AMENITIES
at
LIONS PARK in Villa Park, IL

CONTRACT
between the
VILLAGE OF VILLA PARK, ILLINOIS
and
HACIENDA LANDSCAPING, INC.
for the furnishing, delivery and installation of
RECREATION AMENITIES
for
LIONS PARK

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CONTRACT
between the
VILLAGE OF VILLA PARK, ILLINOIS
and
HACIENDA LANDSCAPING, INC.
for the furnishing, delivery and installation of
RECREATION AMENITIES
at
LIONS PARK IN VILLA PARK, ILLINOS

This agreement, hereinafter referred to as the “Contract,” made and entered into by and between the Village of Villa Park, Illinois, an Illinois municipal corporation, hereinafter referred to as the “Village,” and Hacienda Landscaping, Inc., 17840 Grove Road, Minooka, Illinois 60447, hereinafter referred to as the “Contractor,” for all labor, materials, tools and equipment necessary for the furnishing, delivery and installation of asphalt paving, asphalt color coat, concrete paving, playground equipment, poured-in-place surfacing, playground underdrainage, chain-link fence, ornamental fence, pergola, picnic shelter, site furnishings, landscape, and lawn restoration at Lions Park, hereinafter referred to as the “Project,” in Villa Park, Illinois.

In consideration of the payments to be made by the Village and of the mutual covenants herein set forth, the Village and the Contractor agree as follows:

ARTICLE 1. PERFORMANCE OF CONTRACT.

The Contractor at its own proper cost and expense shall perform the work, furnish all materials and labor necessary to complete the work in full compliance with all of the terms and the requirements of this Contract, Contractor’s Bid Form, Contractor’s Certification, Contract Bond, including Labor & Material and Performance Bond, the General Conditions, Special Provisions, the Specifications, Drawings, Scope of Work, Baseline Project Schedule, Project Phasing Schedule and any approved Modifications (Change Orders) to the Contract, which are essential documents of and made a part of this Contract.

ARTICLE 2. CONTRACT SUM AND PAYMENT

The Village shall pay the Contractor the amount of One Million One Hundred Twenty-Five Thousand Nine Hundred Seventy and 00/100 Dollars (\$1,125,970.00) for the performance of the work, payable on a stipulated lump sum basis as set forth in the Contractor’s Bid Form. If one or more of the prices set forth in the Contractor’s Bid Form are unit prices, the quantities shown in the Bid Form are approximate only and are subject to increase or decrease. The Contractor shall receive for the performance of the unit price work, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of the Contractor’s Bid Form. The compensation paid to the Contractor shall be the full compensation for furnishing all the materials, for doing all work contemplated and specified in this Contract, and for well and faithfully completing the work, and the whole thereof, in full compliance with the Contract documents, and within the Contract Time, which time is hereby declared to be of the essence of this Contract. The Village shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for work performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

ARTICLE 3. CONTRACT TIME

The Contractor shall perform the work according to the Project Schedule prepared and maintained by the Construction Manager. The Contractor shall commence the work expeditiously after the date the Village gives the Contractor written notice to proceed. The Contractor shall complete the work in accordance with the Project Schedule, unless an extension of time is granted in accordance with the contract documents.

ARTICLE 4. GENERAL PROVISIONS.

4.1 **Governing Law.** This Contract shall be construed under and governed by the laws of the State of Illinois. All actions brought to interpret or enforce any provision of this Contract shall be brought in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

4.2 **Appropriation.** This Contract shall become effective only after an appropriation therefor has been made. The term of this Contract shall be for one year following the effective date of the appropriation. If the Contract Time exceeds one year following the effective date of the appropriation, the term of this Contract shall extend to the end of the Contract Time provided that an appropriation therefor has been made by the Village in the subsequent year(s).

4.3 **Severability of Clauses.** If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Contract or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

4.4 **Waiver of Breach.** The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

4.5 **Written Notice.** Written notice between the Village and the Contractor may be served via E-Mail, unless otherwise specifically required by the General Conditions and Special provisions and in that event shall be deemed to have been duly served if delivered in person, or if delivered by overnight delivery service, addressed to the respective party as follows:

A. If to the Village:

Upland Design, Ltd.
24042 Lockport St., Suite 200
Plainfield, Illinois 60544
Attn: Michelle A. Kelly
E-Mail: mkelly@uplanddesign.com

With a carbon copy to:

Village of Villa Park
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Matthew Harline, Village Manager
E-Mail: mharline@invillapark.com

B. If to Contractor:

Hacienda Landscaping
17840 Grove Road
Minooka, Illinois 60447
Attn: Maria Guzman, President
E-Mail: _____

Either party may change its mailing address by giving written notice to the other party as provided above. Written notice shall be deemed to have been given on the second business day following the date of the mailing if sent through the U.S. Postal Service or on the first business day following the date of the mailing if sent by overnight delivery service. Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this section.

4.6 **Obligations Survive.** The obligations or duties imposed upon the Contractor under the Contract shall survive any termination or closeout of the Contract.

4.7 **Successors and Assigns.** The Village and the Contractor each binds itself, its partners, successors and assigns and legal representative to the other party hereto and the partners, successors, assigns and legal representative of such other party with respect to all covenants, agreements and obligations contained herein.

4.8 **Independent Contractor.** The Contractor is an independent contractor and in providing its work under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

4.9 **Work of Other Contractors.** The Village reserves the right to execute other agreements in connection with the Project. The Contractor shall cooperate with the Construction Manager, the Architect/Engineer, employees and representatives of the Village, any contractor or consultant retained by the Village; but the Contractor shall not be contractually responsible for the Construction Manager, the Architect/Engineer, employees and representatives of the Village, any contractor or consultant retained by the Village.

4.10 **Non-Assignment.** The Contractor acknowledges that the Village is induced to enter into this Contract by, among other things, the professional qualifications of the Contractor. This Contract is exclusive between the Village and the Contractor. This Contract or any right or obligations hereunder may not be assigned by the Contractor, in whole or in part, to another firm without first obtaining prior permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason.

4.11 **Right to Audit.** The Village shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of five years after final payment. The Contractor shall cooperate fully with any such audit and shall provide full access to all relevant materials. In addition, the Village or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Failure to maintain the records required by this provision shall establish a presumption in favor of the state for the recovery of any funds paid by the Village under the Contract for which adequate records are not available, through some fault of the Contractor, to support their purported disbursement.

4.12 **Entire Agreement.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (1) Contract
- (2) Contractor's Bid Form
- (3) Contractor's Certification
- (4) Contract Bond, including Labor & Material and Performance Bond
- (5) Bid Proposal and Specifications for Lions Park OSLAD Grant Development, including General Conditions, Special Provisions, Specifications and Drawings

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor.

4.13 **Amendments.** This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor. This Contract is executed that day and year first written above.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Contractor this ____ day of _____ 2024.

Contractor: Hacienda Landscaping, Inc.

By: _____
Maria Guzman, President

ATTEST:

By: _____
_____, Secretary

Executed by the Village, this ____ day of _____ 2024.

Village: Village of Villa Park

By: _____
Nick Cuzzone, Village President

ATTEST:

By: _____
Hosanna Korynecky, Village Clerk

FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, I certify that the following is the Contractor’s correct Federal Taxpayer Identification

Number: _____.

Contractor: Hacienda Landscaping, Inc.

By: _____
Maria Guzman, President



September 13, 2024

Project #1263

Greg Gola
Director of Parks and Recreation
Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181

RE: Bid Summary, Lions Park OSLAD Development

Dear Greg,

On August 20, 2024, six bid proposals were opened for the Villa Park Lions Park OSLAD Development. The bids contained minor math errors that when corrected do not change the lowest bidder or the order from lowest to highest. A chart of bid prices is shown below. One bidder, Friedler Construction, did not acknowledge addendum #1 and did not use the addenda bid form. Because of this, Friedler Construction's bid was incomplete and has not been included in the chart.

To allow for budget flexibility, two add alternates were included in the bid. Alternate #1 is a Fabric Shade while Alternate #2 includes installed Landscape Plants. Bids from three contractors are within the City's established project budget of \$1,200,000 when the alternates are included.

Bidder	Base Bid	Alternate 1	Alternate 2	Grand Total
D&J Landscape	\$983,886.28	\$16,964.50	\$54,450.00	\$1,055,300.78
Innovation Landscape Inc.	\$1,068,416.05\$	\$14,672.00	\$60,730.00	\$1,143,818.05
Hacienda Landscaping Inc.	\$1,075,610.00	\$15,000.00	\$35,360.00	\$1,125,970.00
Copenhaver Construction Inc.	\$1,207,085.00	\$20,000.00	\$21,922.00	\$1,249,007.00
Martam Construction	\$1,249,632.00	\$28,500.00	\$32,862.00	\$1,310,994.00

Three contractor references were called for the apparent low bidder D&J landscaping and two of those references were talked with. Five references were contacted for the third-lowest bidder, Hacienda Landscaping, and two of those returned the call.

References for D&J landscape felt that there was poor communication on the projects that lead to items for concern such as not meeting the project competition date and project change orders. There was concern expressed by all contacted references and the consensus was they would not recommend using D&J landscaping.

The consensus of the two Hacienda Landscaping references was that there was no concern on items such as understanding the work or ability to perform the work, general paperwork or having a concern for contractor originated change orders. When asked if there were items that Hacienda could improve on it was expressed that the contractor has needed some assistance at the end of project to help meet final deadlines and that more effort is needed on the owner's part to ensure the job is completed. Both references would recommend working with Hacienda again and are currently working with them at this time.

Sincerely,
Ashley Johnson
Project Manager



Bid Tabulation
Lions Park OSLAD Development
Village of Villa Park

Bid Opening: August 20, 2024 @ 1:00pm local time

Project #1263

Math errors
corrected

BID TABULATION			1		2		3		4		5		6	
Item #	Description	Quantity	D&J Landscape		Innovation Landscape Inc.		Hacienda Landscaping		Copenhaver Construction Inc.		Martam Construction		Friedler Construction-Disqualified	
1	General Coniditions and Mobilization including Bonds and Insurance	1	\$ 39,000.00	\$ 39,000.00	\$ 41,000.00	\$ 41,000.00	\$ 56,000.00	\$ 56,000.00	\$ 80,000.00	\$ 80,000.00	\$ 83,000.00	\$ 83,000.00		
2	Site Preparation, Removals & Earthwork, Complete	1	\$ 48,000.00	\$ 48,000.00	\$ 98,500.00	\$ 98,500.00	\$ 61,000.00	\$ 61,000.00	\$ 146,000.00	\$ 146,000.00	\$ 115,000.00	\$ 115,000.00		
3	Undercut, Removals and Placement of PGE at Courts and/or Trail (to be used only with approval of Owner's Representative)	110	\$ 85.00	\$ 9,350.00	\$ 50.00	\$ 5,500.00	\$ 95.00	\$ 10,450.00	\$ 30.00	\$ 3,300.00	\$ 155.00	\$ 17,050.00		
4	Construction Entrance	1	\$ 1,400.00	\$ 1,400.00	\$ 3,600.00	\$ 3,600.00	\$ 1,400.00	\$ 1,400.00	\$ 2,000.00	\$ 2,000.00	\$ 4,675.00	\$ 4,675.00		
5	Silt Fence	425	\$ 5.00	\$ 2,125.00	\$ 7.00	\$ 2,975.00	\$ 4.00	\$ 1,700.00	\$ 4.00	\$ 1,700.00	\$ 10.20	\$ 4,335.00		
6	Inlet Protection	5	\$ 280.00	\$ 1,400.00	\$ 450.00	\$ 2,250.00	\$ 400.00	\$ 2,000.00	\$ 200.00	\$ 1,000.00	\$ 300.00	\$ 1,500.00		
7	Concrete Washout	1	\$ 1,450.00	\$ 1,450.00	\$ 1,600.00	\$ 1,600.00	\$ 800.00	\$ 800.00	\$ 1,600.00	\$ 1,600.00	\$ 3,950.00	\$ 3,950.00		
8	Asphalt Paving - Court	1099	\$ 54.17	\$ 59,532.83	\$ 60.06	\$ 66,005.94	\$ 55.00	\$ 60,445.00	\$ 52.00	\$ 57,148.00	\$ 54.00	\$ 59,346.00		
9	Asphalt Color Coat	1099	\$ 22.94	\$ 25,211.06	\$ 23.89	\$ 26,255.11	\$ 23.00	\$ 25,277.00	\$ 22.00	\$ 24,178.00	\$ 24.00	\$ 26,376.00		
10	Concrete Paving	6745	\$ 18.00	\$ 121,410.00	\$ 14.00	\$ 94,430.00	\$ 16.00	\$ 107,920.00	\$ 15.00	\$ 101,175.00	\$ 18.00	\$ 121,410.00		
11	Stamped Concrete	465	\$ 30.00	\$ 13,950.00	\$ 35.00	\$ 16,275.00	\$ 22.00	\$ 10,230.00	\$ 37.00	\$ 17,205.00	\$ 37.00	\$ 17,205.00		
12	Curb at Playground - PIP	335	\$ 34.00	\$ 11,390.00	\$ 40.00	\$ 13,400.00	\$ 45.00	\$ 15,075.00	\$ 38.00	\$ 12,730.00	\$ 46.00	\$ 15,410.00		
13	Poured-in-Place Surfacing - Gravel Base	4831	\$ 33.50	\$ 161,838.50	\$ 34.40	\$ 166,186.40	\$ 34.00	\$ 164,254.00	\$ 31.00	\$ 149,761.00	\$ 37.00	\$ 178,747.00		
14	8' Chainlink Fence PVC Coated	148	\$ 94.88	\$ 14,042.24	\$ 99.00	\$ 14,652.00	\$ 95.00	\$ 14,060.00	\$ 94.00	\$ 13,912.00	\$ 99.00	\$ 14,652.00		
15	4' Chainlink Fence PVC Coated	202	\$ 97.30	\$ 19,654.60	\$ 80.40	\$ 16,240.80	\$ 77.00	\$ 15,554.00	\$ 75.00	\$ 15,150.00	\$ 85.50	\$ 17,271.00		
16	4' Aluminum Ornamental Fence	144	\$ 120.75	\$ 17,388.00	\$ 120.75	\$ 17,388.00	\$ 121.00	\$ 17,424.00	\$ 120.00	\$ 17,280.00	\$ 126.00	\$ 18,144.00		
17	Handrail at Ramp	28	\$ 644.00	\$ 18,032.00	\$ 644.00	\$ 18,032.00	\$ 644.00	\$ 18,032.00	\$ 600.00	\$ 16,800.00	\$ 672.00	\$ 18,816.00		
Site Amenities shall be purchased by Contractor, Contractor shall take delivery and fully install.														
18	5-12 Playground Structure	1	\$ 131,552.80	\$ 131,552.80	\$ 140,258.50	\$ 140,258.50	\$ 140,260.00	\$ 140,260.00	\$ 146,000.00	\$ 146,000.00	\$ 148,000.00	\$ 148,000.00		
19	2-5 Playground Structure	1	\$ 21,894.64	\$ 21,894.64	\$ 22,540.00	\$ 22,540.00	\$ 23,350.00	\$ 23,350.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00		
20	Swings	1	\$ 1,808.40	\$ 1,808.40	\$ 8,442.00	\$ 8,442.00	\$ 11,120.00	\$ 11,120.00	\$ 9,300.00	\$ 9,300.00	\$ 9,200.00	\$ 9,200.00		
21	Orb Rocker	1	\$ 1,753.60	\$ 1,753.60	\$ 13,934.50	\$ 13,934.50	\$ 13,930.00	\$ 13,930.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00		
22	Formis Dome	1	\$ 13,066.68	\$ 13,066.68	\$ 6,020.00	\$ 6,020.00	\$ 6,230.00	\$ 6,230.00	\$ 6,400.00	\$ 6,400.00	\$ 6,600.00	\$ 6,600.00		
23	Market Discovery Station	1	\$ 5,843.92	\$ 5,843.92	\$ 5,411.00	\$ 5,411.00	\$ 5,600.00	\$ 5,600.00	\$ 5,900.00	\$ 5,900.00	\$ 5,900.00	\$ 5,900.00		
24	Gas Station Activity	1	\$ 5,253.68	\$ 5,253.68	\$ 1,540.00	\$ 1,540.00	\$ 1,590.00	\$ 1,590.00	\$ 2,000.00	\$ 2,000.00	\$ 1,815.00	\$ 1,815.00		
25	Tool Bench Activity	1	\$ 8,198.08	\$ 8,198.08	\$ 1,540.00	\$ 1,540.00	\$ 1,590.00	\$ 1,590.00	\$ 2,000.00	\$ 2,000.00	\$ 1,815.00	\$ 1,815.00		
26	Bench	7	\$ 2,446.00	\$ 17,122.00	\$ 2,479.40	\$ 17,355.80	\$ 2,567.00	\$ 17,969.00	\$ 5,700.00	\$ 39,900.00	\$ 3,350.00	\$ 23,450.00		
27	Picnic Table	3	\$ 4,820.00	\$ 14,460.00	\$ 5,125.00	\$ 15,375.00	\$ 5,945.00	\$ 17,835.00	\$ 5,100.00	\$ 15,300.00	\$ 7,850.00	\$ 23,550.00		
28	Picnic Table - ADA	1	\$ 5,230.00	\$ 5,230.00	\$ 5,637.50	\$ 5,637.50	\$ 6,500.00	\$ 6,500.00	\$ 5,700.00	\$ 5,700.00	\$ 8,350.00	\$ 8,350.00		
29	Bollards	2	\$ 727.00	\$ 1,454.00	\$ 950.00	\$ 1,900.00	\$ 695.00	\$ 1,390.00	\$ 1,000.00	\$ 2,000.00	\$ 1,100.00	\$ 2,200.00		
30	Game Table	2	\$ 2,477.00	\$ 4,954.00	\$ 2,928.00	\$ 5,856.00	\$ 2,650.00	\$ 5,300.00	\$ 3,000.00	\$ 6,000.00	\$ 5,100.00	\$ 10,200.00		
31	Litter Receptacles	5	\$ 2,149.00	\$ 10,745.00	\$ 2,555.00	\$ 12,775.00	\$ 6,644.00	\$ 33,220.00	\$ 3,000.00	\$ 15,000.00	\$ 2,900.00	\$ 14,500.00		
32	Picketball Groundsleeve, Net, Ground Anchor, and Tie Down Straps	2	\$ 3,837.60	\$ 7,675.20	\$ 2,952.00	\$ 5,904.00	\$ 2,000.00	\$ 4,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,300.00	\$ 10,600.00		
33	Basketball Hoop - Goal, Rim, Post	2	\$ 7,039.80	\$ 14,079.60	\$ 5,866.50	\$ 11,733.00	\$ 6,450.00	\$ 12,900.00	\$ 10,000.00	\$ 20,000.00	\$ 10,150.00	\$ 20,300.00		
34	Picnic Shelter	1	\$ 39,271.65	\$ 39,271.65	\$ 40,468.50	\$ 40,468.50	\$ 40,100.00	\$ 40,100.00	\$ 43,000.00	\$ 43,000.00	\$ 45,500.00	\$ 45,500.00		
35	Pergola	1	\$ 53,516.80	\$ 53,516.80	\$ 57,715.00	\$ 57,715.00	\$ 56,800.00	\$ 56,800.00	\$ 62,000.00	\$ 62,000.00	\$ 52,000.00	\$ 52,000.00		
36	Storywalk Signs	4	\$ 1,130.00	\$ 4,520.00	\$ 1,287.50	\$ 5,150.00	\$ 550.00	\$ 2,200.00	\$ 1,100.00	\$ 4,400.00	\$ 600.00	\$ 2,400.00		
37	Interpretive Sign	1	\$ 1,700.00	\$ 1,700.00	\$ 2,420.00	\$ 2,420.00	\$ 5,660.00	\$ 5,660.00	\$ 1,000.00	\$ 1,000.00	\$ 5,900.00	\$ 5,900.00		
End of Site Amenities to be purchased and installed by the Contractor.														
38	4" Perf. SDR26 Playground Underdrainage	289	\$ 35.00	\$ 10,115.00	\$ 50.00	\$ 14,450.00	\$ 25.00	\$ 7,225.00	\$ 55.00	\$ 15,895.00	\$ 45.00	\$ 13,005.00		
39	4" Solid SDR26 Playground Underdrainage	29	\$ 34.00	\$ 986.00	\$ 50.00	\$ 1,450.00	\$ 25.00	\$ 725.00	\$ 79.00	\$ 2,291.00	\$ 65.00	\$ 1,885.00		
40	8" Solid SDR26 Pipe	78	\$ 52.00	\$ 4,056.00	\$ 95.00	\$ 7,410.00	\$ 50.00	\$ 3,900.00	\$ 100.00	\$ 7,800.00	\$ 65.00	\$ 5,070.00		
41	12" Solid RCP	23	\$ 65.00	\$ 1,495.00	\$ 180.00	\$ 4,140.00	\$ 65.00	\$ 1,495.00	\$ 120.00	\$ 2,760.00	\$ 150.00	\$ 3,450.00		
42	Metal FES and Grate - 12" with Rip Rap	1	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00	\$ 1,400.00	\$ 1,400.00	\$ 1,000.00	\$ 1,000.00	\$ 775.00	\$ 775.00		
43	12" Area Drain	1	\$ 1,985.00	\$ 1,985.00	\$ 650.00	\$ 650.00	\$ 1,600.00	\$ 1,600.00	\$ 2,500.00	\$ 2,500.00	\$ 4,300.00	\$ 4,300.00		
44	Drain Cleanout - PIP	1	\$ 385.00	\$ 385.00	\$ 650.00	\$ 650.00	\$ 400.00	\$ 400.00	\$ 600.00	\$ 600.00	\$ 980.00	\$ 980.00		

BID TABULATION			1		2		3		4		5		6	
Item #	Description	Quantity	D&J Landscape		Innovation Landscape Inc.		Hacienda Landscaping		Copenhaver Construction Inc.		Martam Construction		Friedler Construction-Disqualified	
45	Connection to Existing Storm Structure	2	\$ 1,450.00	\$ 2,900.00	\$ 2,400.00	\$ 4,800.00	\$ 600.00	\$ 1,200.00	\$ 1,200.00	\$ 2,400.00	\$ 1,350.00	\$ 2,700.00		
46	Vine Tunnel	2	\$ 7,202.50	\$ 14,405.00	\$ 3,600.00	\$ 7,200.00	\$ 19,250.00	\$ 38,500.00	\$ 10,000.00	\$ 20,000.00	\$ 9,150.00	\$ 18,300.00		
47	Lawn restoration and establishment including core aeration, seeding, fertilizing, and blanket	1	\$ 15,785.00	\$ 15,785.00	\$ 39,600.00	\$ 39,600.00	\$ 30,000.00	\$ 30,000.00	\$ 55,000.00	\$ 55,000.00	\$ 50,000.00	\$ 50,000.00		\$ -
Base Bid			\$983,886.28		\$1,068,416.05		\$1,075,610.00		\$1,207,085.00		\$1,249,632.00		\$0.00	
ALTERNATE #1: Contractor to Purchase/ Install Fabric Shades			1		2		3		4		5		6	
			D&J Landscape		Innovation Landscape Inc.		Hacienda Landscaping		Copenhaver Construction Inc.		Martam Construction		Friedler Construction	
A1-1	Shade	1	\$ 16,964.50	\$ 16,964.50	\$ 14,672.00	\$ 14,672.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 28,500.00	\$ 28,500.00		\$ -
Alternate #1			\$ 16,964.50		\$ 14,672.00		\$ 15,000.00		\$ 20,000.00		\$ 28,500.00		\$ -	
ALTERNATE #2: Contractor to Purchase and Install Landscape			1		2		3		4		5		6	
Item #	Description	Quantity	D&J Landscape		Innovation Landscape Inc.		Hacienda Landscaping		Copenhaver Construction Inc.		Martam Construction		Friedler Construction	
Add A2-1	Shade Tree	1	\$ 765.00	\$ 765.00	\$ 900.00	\$ 900.00	\$ 800.00	\$ 800.00	\$ 1,200.00	\$ 1,200.00	\$ 900.00	\$ 900.00		\$ -
Add A2-2	Shrubs	19	\$ 95.00	\$ 1,805.00	\$ 1,210.00	\$ 22,990.00	\$ 160.00	\$ 3,040.00	\$ 150.00	\$ 2,850.00	\$ 126.00	\$ 2,394.00		\$ -
Add A2-3	Perennial & Ornamental Grass	776	\$ 65.00	\$ 50,440.00	\$ 45.00	\$ 34,920.00	\$ 40.00	\$ 31,040.00	\$ 22.00	\$ 17,072.00	\$ 36.00	\$ 27,936.00		\$ -
Add A2-4	Vines	16	\$ 90.00	\$ 1,440.00	\$ 120.00	\$ 1,920.00	\$ 30.00	\$ 480.00	\$ 50.00	\$ 800.00	\$ 102.00	\$ 1,632.00		\$ -
Alternate #2			\$54,450.00		\$60,730.00		\$35,360.00		\$ 21,922.00		\$ 32,862.00		\$ -	
Grand Total			\$1,055,300.78		\$1,143,818.05		\$1,125,970.00		\$ 1,249,007.00		\$ 1,310,994.00		\$ -	

**LEGAL NOTICE
NOTICE TO BIDDERS**

Sealed proposals for Lions Park OSLAD Grant Development – Site Construction in Villa Park, IL, shall be received at the Iowa Community Center: 338 N Iowa Avenue, Villa Park, IL 60181 until 1:00 p.m. local time, August 20, 2024, at which time all bids will be publicly opened and read aloud. Work generally includes asphalt paving, asphalt color coat, concrete paving, playground equipment, poured-in-place surfacing, playground underdrainage, chain-link fence, ornamental fence, pergola, picnic shelter, site furnishings, landscape, and lawn restoration. Bid documents will be available from Accurate Repro, Inc.'s Planroom beginning July 30, 2024. Plans are available for printing or download. Phone: (630) 428-4433. www.accurateplanroom.com. Minority business firms are encouraged to submit bids. Successful contract bidders are also encouraged to utilize minority businesses as sub-contractors for supplies, equipment, services, and construction. This project is being financed, in part, with funds from the Illinois Department of Natural Resources, "Open Space Lands Acquisition & Development" (OSLAD) grant program. Specifications require the submittal of a 10% Bid Surety with the proposal. In addition, the successful contractor(s) must be able to provide a satisfactory Performance Bond, Labor and Material Payment Bond, and required proof of insurance following the award of a contract. All contracts for work herein are subject to all Village rules and regulations, and providing for the payment of DuPage County's prevailing wage rate to all workers involved in these projects. All bids will remain firm for 60 days after the bid opening. The Village of Villa Park reserves the right to reject any or all bids, to waive informalities on a bid, and to accept the lowest responsible bid that serves the best interests of the Village. Published in Daily Herald July 30, Aug 6, 13, 2024 (4617728)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

**DuPage County
Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DuPage County DAILY HERALD**. That said **DuPage County DAILY HERALD** is a secular newspaper, published in Naperville, DuPage County, State of Illinois, and has been in general circulation daily throughout DuPage County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **DuPage County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 07/30/2024, 08/06/2024, 08/13/2024 in said **DuPage County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY


Designee of the Publisher of the Daily Herald

Control # 4617728





MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: September 23, 2024

SUBJECT: Resolution Waiving the Bidding Requirements and Authorizing the Execution of a Contract for Brick Pavers for the New Villa Park Recreation Center to LPS Pavement Company in the Amount of \$139,900.

RECOMMENDED ACTION:

This Resolution authorizes the Board of Trustees to waive the competitive bidding requirement as provided for in Section 2-220(a)(3) of the Village Code and to authorize the Village President to execute an Agreement with LPS Pavement Company of Oswego, Illinois ("LPS"), for brick paving work at the Villa Park Recreation Center in the amount of \$139,900.00. To waive the formal competitive bidding process, the Village Code requires a two-thirds majority affirmative vote of its members. Staff recommends approval of the resolution.

BACKGROUND:

During the formal bidding process Midwest Brick Paving offered the lowest bid in the amount of \$139,900.00 and was awarded the bid. However, due to some changes in their company, they currently cannot obtain a performance bond. LPS Pavement Company of Oswego, Illinois ("LPS"), was the second lowest bidder on the Project, and they have indicated that they are willing and capable of performing the brick paving work for \$139,900.00, the same price proposed in Midwest Brick Paving's original bid dated August 3, 2023.

DISCUSSION:

WB Olson is familiar with the work of LPS and recommends approving the contract to move forward. LPS is expected onsite the first week of October to keep the VPRC project on schedule.

RESOLUTION NO. _____

**A RESOLUTION WAIVING THE BIDDING REQUIREMENTS AND AUTHORIZING
THE EXECUTION OF A CONTRACT FOR BRICK PAVERS FOR THE NEW VILLA
PARK RECREATION CENTER TO LPS PAVEMENT COMPANY,
IN THE AMOUNT OF \$139,900.00**

WHEREAS, the Village of Villa Park, located in DuPage County, is a duly organized and validly existing non home rule municipality created and operating in accordance with powers granted to it by the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village of Villa Park (the “Village”) is building and developing a Parks and Recreation Center at 320 E. Wildwood Avenue, Villa Park, Illinois (“Villa Park Recreation Center”); and

WHEREAS, in 2023 the Village publicly advertised for sealed bids for all labor, materials, tools and equipment necessary for the furnishing, delivery and installation of brick pavers for the construction of the Villa Park Recreation Center (“Project”) and the contract was awarded to Midwest Brick Paving, Inc., of Antioch, Illinois (“Midwest Brick Paving”), in the amount of \$139,900.00; and

WHEREAS, Midwest Brick Paving has recently defaulted on the contract for failure to provide a performance bond for the Project as required by its contract with the Village; and

WHEREAS, LPS Pavement Company of Oswego, Illinois (“LPS”), which company was the second lowest bidder on the Project, has indicated that it is willing and capable of performing the brick paving work for \$139,900.00, the same price proposed in Midwest Brick Paving’s original bid dated August 3, 2023; and

WHEREAS, Section 2-220(a)(3) of Division 2 of Article II of Chapter 2 of the Villa Park Municipal Code exempts from the competitive bidding requirements purchase orders or contracts of whatever nature, for labor, services or work, where the board of trustees, by a two-thirds majority affirmative vote of its members, waive the requirement of open and competitive bidding; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is advisable, necessary and in the best interests of the public that the Village waive competitive bidding and enter into a contract with LPS in the amount of \$139,900.00 for the furnishing, delivery and installation of brick pavers for the construction 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: Incorporation of Preambles. 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: **Contract Award.** LPS Pavement Company is hereby awarded the Contract for the Project, at the prices set forth therein, subject to the furnishing of the proper bonds and insurance.

Section 3: **Authorization to Execute Contract.** The form, terms and provisions of the Contract are hereby approved in substantially the form attached hereto as Exhibit “A,” with such insertions, omissions and changes as shall be approved by the Village President of the Village, the execution of such documents being conclusive evidence of such approval. Provided that LPS Pavement Company returns the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, to the Village, then the Village President is authorized to execute and the Village Clerk to attest the Contract and other written contract documents. The officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution.

Section 4: **Payment of Prevailing Rate of Wages.** The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work.

Section 5: **Effective Date.** This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this ____ day of _____ 2024, pursuant to a roll call vote as follows:
AYES: _____
NAYS: _____
ABSENT: _____
ABSTENTION: _____

APPROVED by me this ____ day of _____ 2024.

Nick Cuzzone, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2024.

Hosanna Korynecky, Clerk of the Village
of Villa Park, DuPage County, Illinois

Exhibit “A”

**CONTRACT
between the
VILLAGE OF VILLA PARK, ILLINOIS
and
LPS PAVEMENT COMPANY
for the furnishing, delivery and installation of
BRICK PAVERS
for the
VILLA PARK RECREATION CENTER**

1236578-1

Contract – Cover Page

1236571-1

Exhibit A - Resolution

CONTRACT
between the
VILLAGE OF VILLA PARK, ILLINOIS
and
LPS PAVEMENT COMPANY
for the furnishing, delivery and installation of
BRICK PAVERS
for the
VILLA PARK RECREATION CENTER

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CONTRACT
between the
VILLAGE OF VILLA PARK, ILLINOIS
and
LPS PAVEMENT COMPANY
for the furnishing, delivery and installation of
BRICK PAVERS
for the
VILLA PARK RECREATION CENTER

This agreement, hereinafter referred to as the "Contract," made and entered into by and between the Village of Villa Park, Illinois, an Illinois municipal corporation, hereinafter referred to as the "Village," and LPS Pavement Company, 67 Stone Hill Road, Oswego, Illinois 60543, hereinafter referred to as the "Contractor," for all labor, materials, tools and equipment necessary for the furnishing, delivery and installation of brick pavers for the construction of the Villa Park Recreation Center, hereinafter referred to as the "Project," in Villa Park, Illinois.

In consideration of the payments to be made by the Village and of the mutual covenants herein set forth, the Village and the Contractor agree as follows:

ARTICLE 1. PERFORMANCE OF CONTRACT.

The Contractor at its own proper cost and expense shall perform the work, furnish all materials and labor necessary to complete the work in full compliance with all of the terms and the requirements of this Contract, Contractor's Bid Form, Contractor's Certification, Contract Bond, including Labor & Material and Performance Bond, the General Conditions, Special Provisions, the Specifications, Drawings, Scope of Work, Baseline Project Schedule, Project Phasing Schedule and any approved Modifications (Change Orders) to the Contract, which are essential documents of and made a part of this Contract.

ARTICLE 2. CONTRACT SUM AND PAYMENT

The Village shall pay the Contractor the amount of One Hundred Thirty-Nine Thousand Nine Hundred and 00/100 Dollars (\$139,900.00), for the performance of the work, payable on a stipulated lump sum basis as set forth in the Contractor's Bid Form. If one or more of the prices set forth in the Contractor's Bid Form are unit prices, the quantities shown in the Bid Form are approximate only and are subject to increase or decrease. The Contractor shall receive for the performance of the unit price work, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of the Contractor's Bid Form. The compensation paid to the Contractor shall be the full compensation for furnishing all the materials, for doing all work contemplated and specified in this Contract, and for well and faithfully completing the work, and the whole thereof, in full compliance with the Contract documents, and within the Contract Time, which time is hereby declared to be of the essence of this Contract. The Village shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for work performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

ARTICLE 3. CONTRACT TIME

The Contractor shall perform the work according to the Project Schedule prepared and maintained by the Construction Manager. The Contractor shall commence the work expeditiously after the date the Village gives the Contractor written notice to proceed. The Contractor shall complete the work in accordance with the Project Schedule, unless an extension of time is granted in accordance with the contract documents.

Contract Page 1 of 4

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Exhibit A - Resolution

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ARTICLE 4. GENERAL PROVISIONS.

4.1 **Governing Law.** This Contract shall be construed under and governed by the laws of the State of Illinois. All actions brought to interpret or enforce any provision of this Contract shall be brought in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

4.2 **Appropriation.** This Contract shall become effective only after an appropriation therefor has been made. The term of this Contract shall be for one year following the effective date of the appropriation. If the Contract Time exceeds one year following the effective date of the appropriation, the term of this Contract shall extend to the end of the Contract Time provided that an appropriation therefor has been made by the Village in the subsequent year(s).

4.3 **Severability of Clauses.** If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Contract or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

4.4 **Waiver of Breach.** The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

4.5 **Written Notice.** Written notice between the Village and the Contractor may be served via E-Mail, unless otherwise specifically required by the General Conditions and Special provisions and in that event shall be deemed to have been duly served if delivered in person, or if delivered by overnight delivery service, addressed to the respective party as follows:

A. If to the Village:

W.B. Olson, Inc.
3235 Arnold Lane
Northbrook, Illinois 60062
Attn: Daniel Polfuss
E-Mail: dpolfuss@wbo.com

With a carbon copy to:

Village of Villa Park
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Matthew Harline, Village Manager
E-Mail: mharline@invillapark.com

B. If to Contractor:

LPS Pavement Company
67 Stone Hill Road
Oswego, Illinois 60543
Attn: Brian D. Simmons, President
E-Mail: _____

Either party may change its mailing address by giving written notice to the other party as provided above. Written notice shall be deemed to have been given on the second business day following the date of the mailing if sent through the U.S. Postal Service or on the first business day following the date of the mailing if sent by overnight delivery service. Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this section.

Contract Page 2 of 4

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4.6 **Obligations Survive.** The obligations or duties imposed upon the Contractor under the Contract shall survive any termination or closeout of the Contract.

4.7 **Successors and Assigns.** The Village and the Contractor each binds itself, its partners, successors and assigns and legal representative to the other party hereto and the partners, successors, assigns and legal representative of such other party with respect to all covenants, agreements and obligations contained herein.

4.8 **Independent Contractor.** The Contractor is an independent contractor and in providing its work under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

4.9 **Work of Other Contractors.** The Village reserves the right to execute other agreements in connection with the Project. The Contractor shall cooperate with the Construction Manager, the Architect/Engineer, employees and representatives of the Village, any contractor or consultant retained by the Village; but the Contractor shall not be contractually responsible for the Construction Manager, the Architect/Engineer, employees and representatives of the Village, any contractor or consultant retained by the Village.

4.10 **Non-Assignment.** The Contractor acknowledges that the Village is induced to enter into this Contract by, among other things, the professional qualifications of the Contractor. This Contract is exclusive between the Village and the Contractor. This Contract or any right or obligations hereunder may not be assigned by the Contractor, in whole or in part, to another firm without first obtaining prior permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason.

4.11 **Right to Audit.** The Village shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of five years after final payment. The Contractor shall cooperate fully with any such audit and shall provide full access to all relevant materials. In addition, the Village or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Failure to maintain the records required by this provision shall establish a presumption in favor of the state for the recovery of any funds paid by the Village under the Contract for which adequate records are not available, through some fault of the Contractor, to support their purported disbursement.

4.12 **Entire Agreement.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (1) Contract
- (2) Contractor's Bid Form
- (3) Contractor's Certification
- (4) Contract Bond, including Labor & Material and Performance Bond
- (5) General Conditions
- (6) Special Provisions
- (7) Specifications
- (8) Drawings
- (9) Scope of Work
- (10) Baseline Project Schedule
- (11) Project Phasing Schedule

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor. In case of conflict between the terms contained in the Contract documents, those terms contained in the various Contract documents shall control in the following order of precedence.

Contract Page 3 of 4

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- (1) Contract
- (2) Special Provisions
- (3) General Conditions
- (4) Drawings
- (5) Specifications
- (6) Scope of Work
- (7) Contractor's Bid Form
- (8) Contract Bond
- (9) Contractor's Certification
- (10) Baseline Project Schedule
- (11) Project Phasing Schedule

4.13 **Amendments.** This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor. This Contract is executed that day and year first written above.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Contractor this ____ day of _____ 2024.

Contractor: LPS Pavement Company

By: _____
Brian D. Simmons, President

ATTEST:

By: _____,
_____, Secretary

Executed by the Village, this ____ day of _____ 2024.

Village: Village of Villa Park

By: _____
Nick Cuzzone, Village President

ATTEST:

By: _____
Hosanna Korynecky, Village Clerk

FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, I certify that the following is the Contractor's correct Federal Taxpayer Identification

Number: _____.

Contractor: LPS Pavement Company

By: _____
Brian D. Simmons, President

Contract Page 4 of 4

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MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: September 23, 2024

SUBJECT: Resolution of the Village of Villa Park Approving and Authorizing the Execution of a Highway Authority Agreement with Finish Line Investments.

RECOMMENDED ACTION:

This Resolution authorizes the Village President to execute a Highway Authority Agreement between the Village of Villa Park, Illinois and Finishline Investments and Properties, Inc of Schaumburg, Illinois for the protection of the natural environment and human health. Staff recommends approval of the Resolution.

BACKGROUND:

Finishline Investments and Properties, Inc., is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 44 West St. Charles Road, in Villa Park. Finishline and the Village desire to prevent groundwater beneath the Village's right-of-way that exceeds Tier 1 remediation objections from use as a supply of potable or domestic water, and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objections so that human health and the environment are protected during and after any access. The Illinois Environmental Protection Agency (hereinafter the "IEPA") is requiring Finishline to obtain a Highway Authority Agreement from the Village in order to receive a "No Further Remediation" determination from the IEPA.

DISCUSSION:

This is a standard agreement. Passage of a recent Village-wide Groundwater Protection Ordinance has relieved us of the necessity of passing a companion groundwater ordinance as we have had to execute for several other properties in the Village.

RESOLUTION NO. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK
APPROVING AND AUTHORIZING THE EXECUTION OF A
HIGHWAY AUTHORITY AGREEMENT WITH FINISHLINE
INVESTMENTS AND PROPERTIES, INC.
(44 West St. Charles Road, Villa Park, Illinois)**

WHEREAS, the Village of Villa Park, DuPage County, Illinois (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 of Illinois; and

WHEREAS, Finishline Investments and Properties, Inc., (“Finishline”) is the owner/operator of one or more leaking underground storage tanks presently or formerly located at 44 West St. Charles Road, Villa Park, Illinois 60181 (hereinafter the “Site”); and

WHEREAS, as a result of one or more releases of contaminants from the above-referenced underground storage tanks (hereinafter the “Release(s)”), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objections of 35 Ill. Adm. Code 742; and

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Village of Villa Park’s (hereinafter the “Village”) right-of-way; and

WHEREAS, Finishline is conducting correction action in response to the Releases; and

WHEREAS, Finishline and the Village desire to prevent groundwater beneath the Village’s right-of-way that exceeds Tier 1 remediation objections from use as a supply of potable or domestic water, and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objections so that human health and the environment are protected during and after any access; and

WHEREAS, the Illinois Environmental Protection Agency (hereinafter the “IEPA”) is requiring Finishline to obtain a Highway Authority Agreement (hereinafter the “HAA”) from the Village in order to receive a “No Further Remediation” determination from the IEPA; and

WHEREAS, the corporate authorities of the Village desire to enter into the HAA with Finishline to be approved by the IEPA.

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of

Trustees of the Village of Villa Park, DuPage County, Illinois as follows:

Section 1: The facts and statements set forth in the preamble clauses to this Resolution are found to be true and correct and are hereby incorporated as part of this Resolution.

Section 2: The HAA between Finishline Investments and Properties, Inc. and the Village, attached hereto as Exhibit A, be and the same is hereby approved in substantially the form as attached, and the Village President is hereby authorized and directed to execute same and any other documents related thereto 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 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

Passed this ____ day of _____, 2024.

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAINING: _____

Approved this ____ day of _____, 2024.

Nick Cuzzone, Village President

Attest:

Hosanna Korynecky, Village Clerk

EXHIBIT A
HIGHWAY AUTHORITY AGREEMENT

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this _____ day of _____, 2024 pursuant to 35 Ill. Adm. Code 742.1020 by and between the (1) Finishline Investments and Properties, Inc. (“Finishline”), (“Owner/Operator”) and (2) the Village of Villa Park, Illinois, an Illinois municipal corporation, (“Highway Authority”), collectively known as the (“Parties”).

WHEREAS, Finishline Investments and Properties, Inc., is the owner or operator of one or more leaking underground storage tanks presently or formerly located at 44 West St. Charles Road, Villa Park, Illinois 60181 (“the Site”);

WHEREAS, as a result of one or more releases of contaminants from the above referenced underground storage tanks (“the Release(s)”), soil and/or groundwater contamination at the Site exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority’s right-of-way;

WHEREAS, the Owner/Operator or Property Owner is conducting corrective action in response to the Release(s);

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority’s right-of-way that exceeds Tier 1 remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier 1 residential remediation objectives so that human health and the environment are protected during and after any access.

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.
2. The Illinois Emergency Management Agency (“the Agency”) has assigned incident number(s) 890103, 20040656, and 20121044 to the Release(s).
3. Attached as **Exhibit A** is scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier 1 residential remediation objectives as a result of the Release(s).
4. Attached as **Exhibit B** is a table(s) prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier 1 residential remediation objective, its Tier 1 residential remediation objective and its concentrations within the zone where Tier 1 residential remediation objectives are exceeded. The locations of the concentrations listed in **Exhibit B** are identified on the map(s) in **Exhibit A**.

5. Attached as **Exhibit C** is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way that is governed by this agreement ("Right-of-Way"). Because **Exhibit C** is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines.
6. Because the collection of samples within the Right-of-Way is not practical, the Parties stipulate that, based on soil and groundwater analytical, soil contamination exceeding Tier 1 soil residential remediation objectives does not and will not extend beyond the boundaries of the Right-of-Way.
7. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
8. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier 1 residential remediation objectives.
9. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier 1 residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and to make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition:

As a condition of this permit, the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier 1 residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.

10. This agreement shall be referenced in the Agency's no further remediation determination issued for the Release(s).
11. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be bound by this agreement as if the transferee were an original party this agreement. The

transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.

12. This agreement does not in any way limit the Village's authority to construct, reconstruct, repair or maintain and operate a right-of-way upon the property identified in the Highway Authority Agreement or to allow others to do the same. To that extent, the Village reserves the right to identify, investigate, and remove contaminated soil and/or groundwater above Tier 1 residential remediation objectives from the right-of-way identified in the Highway Authority Agreement and to dispose of them as it deems appropriate in accordance with applicable environmental regulations so as to avoid causing a further release of the contaminants and to protect human health and the environment. The Owner/Operator shall reimburse the actual costs incurred by the Village or others in so identifying, investigating, removing, storing, handling or disposing of contaminated soil and/or groundwater, and it shall not be a defense for Owner/Operator that those costs were not consistent with or required by Illinois Pollution Control Board or United States Environmental Protection Agency regulations, guidelines or policies. Prior to incurring any such costs, and unless there is an urgent reason otherwise, the Village shall first give Owner/Operator thirty days' notice and an opportunity to remove or dispose of contaminated soil and/or groundwater, at Owner/Operator's cost, to the extent necessary for the Village's work. Such removal and disposal shall be in accordance with all applicable laws and regulations. Failure to give this opportunity to Owner/Operator shall not be a defense to a claim for reimbursement or that the work should not have been done. There is a rebuttable presumption that the contamination found in the right-of-way described in Exhibit B arose from the release of contaminants at the Site. Should Owner/Operator not reimburse the costs identified here, this agreement shall be null and void in addition to such other remedies as may be available to the Village by law, and the Village shall void the Highway Authority Agreement.
13. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release(s). It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer a need for this agreement or until the agreement is otherwise terminated or voided.
14. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.

15. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
16. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
17. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

**Manager, Division of Remediation Management
Bureau of Land**

Illinois Environmental Protection Agency
P.O. Box 19276
Springfield, Illinois 62974-9276

Owner/Operator

Finishline Investments and Properties, Inc.
1916 Regal Court
Schaumburg, Illinois 60194

Village of Villa Park

20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Village Manager

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

Finishline Investments and Properties, Inc. **Village of Villa Park**

By: _____
William Chiganos, President
Owner/Operator

By: _____
Nick Cuzzone, Village President

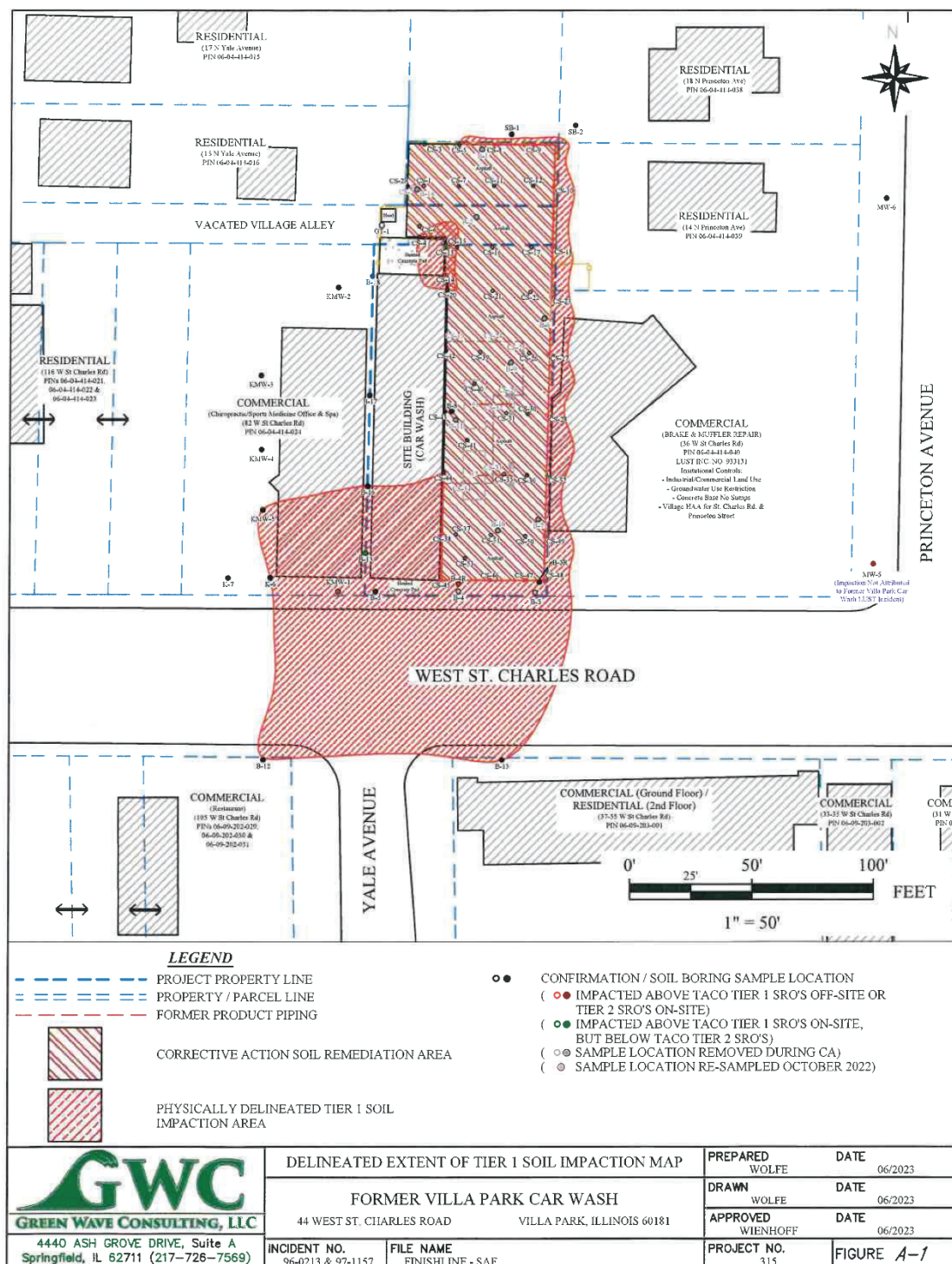
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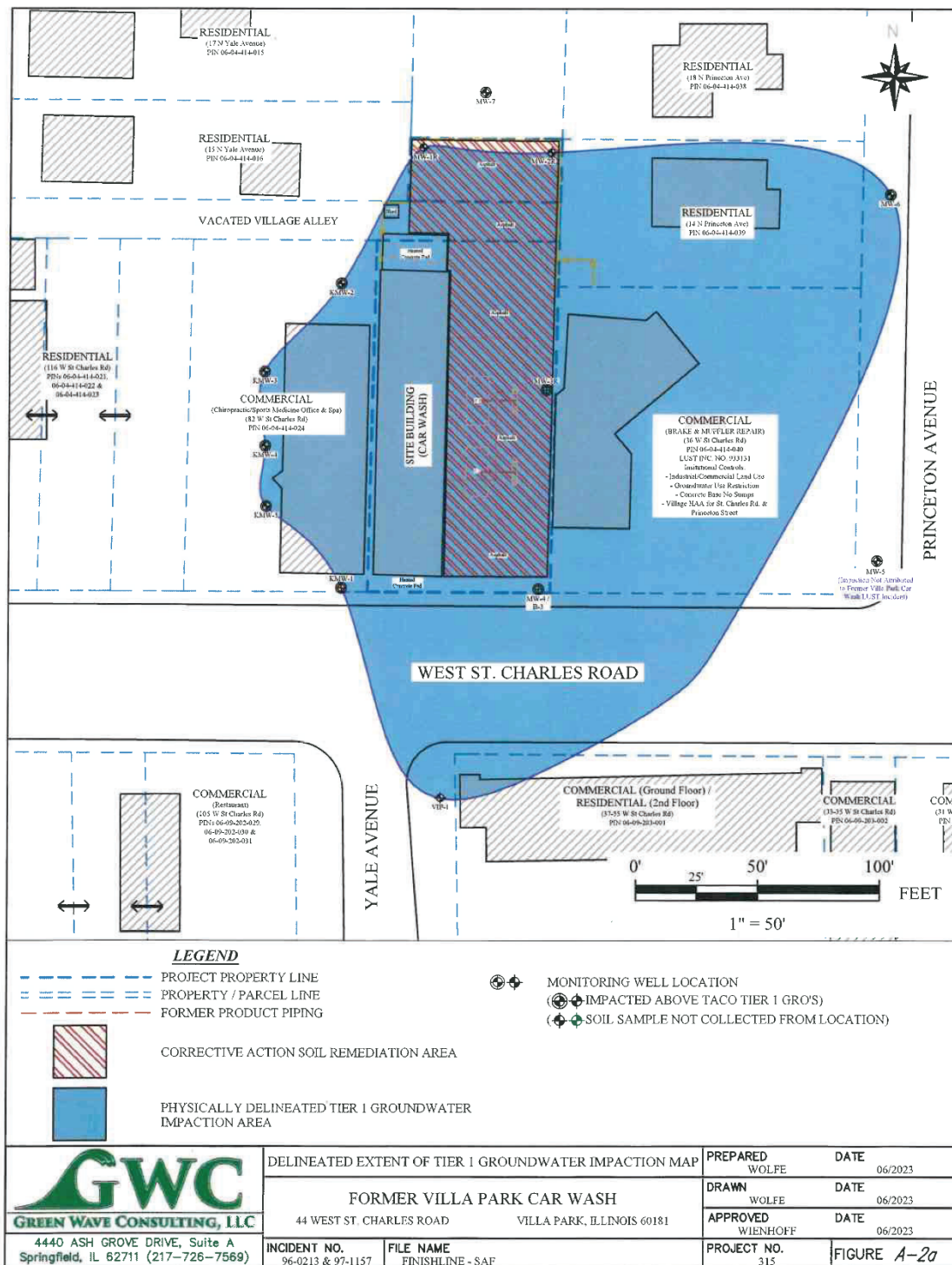
Date: _____

Exhibit A

**FIGURES FOR EXHIBIT A
VILLAGE OF VILLA PARK
HIGHWAY AUTHORITY AGREEMENT**

Former Villa Park Car Wash
44 West St. Charles Road
Villa Park, Illinois





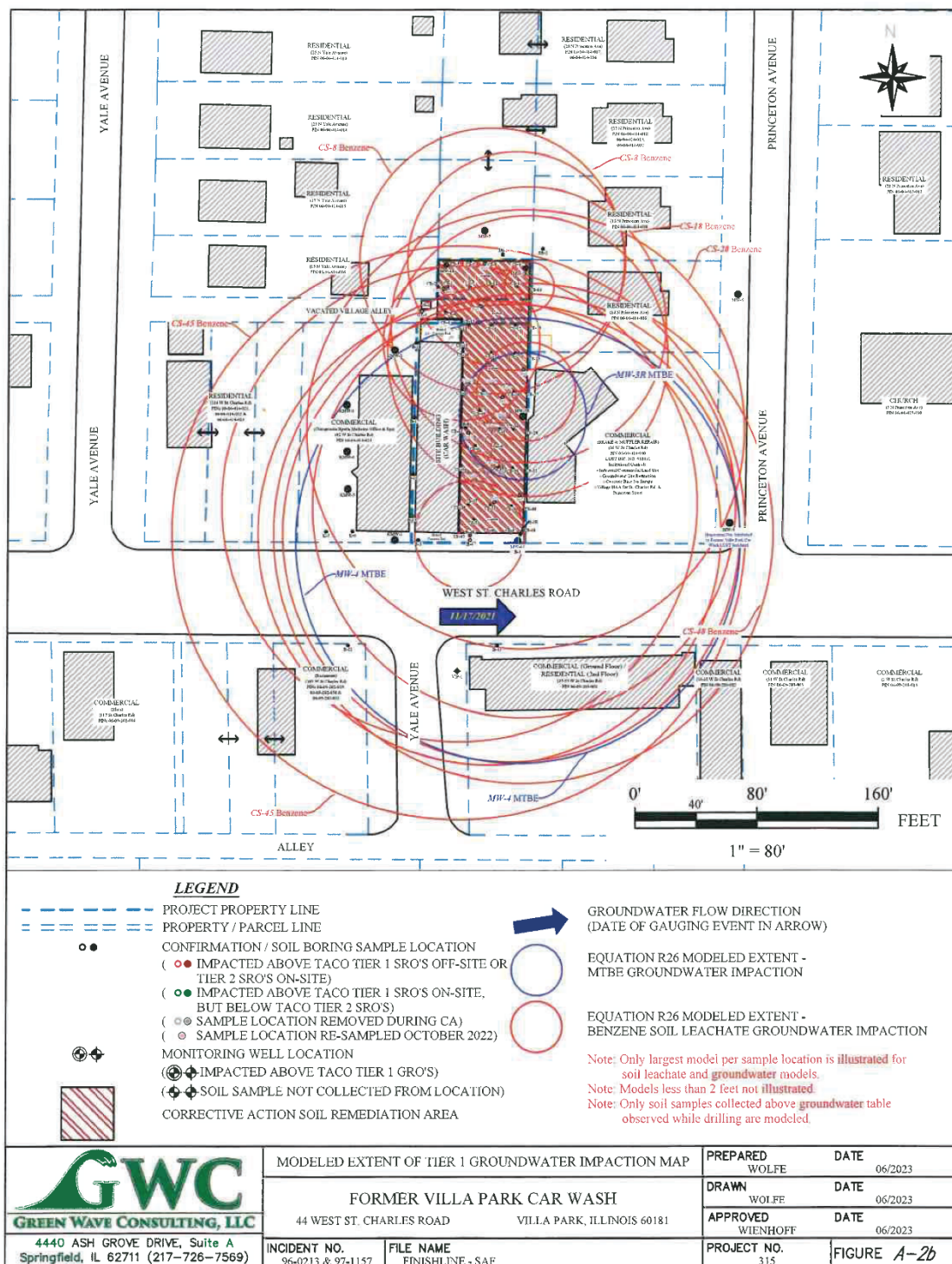


Exhibit B

TABLES FOR EXHIBIT B
VILLAGE OF VILLA PARK
HIGHWAY AUTHORITY AGREEMENT

Former Villa Park Car Wash
44 West St. Charles Road
Villa Park, Illinois

EXHIBIT B-1

Summary of Soil Analytical Results - Investigation BTEX & MTBE

Sample ID	Date Collected	Sample Depth (feet)	Benzene	Toluene	Ethylbenzene	Total Xylenes	MTBE
B-1	07/01/98	5'-7'	2.73	2.13	23.7	44.7	NA
B-2	07/01/98	5'-7'	1.43	1.04	20.5	30.8	NA
B-3 ***	07/01/98	5'-7'	7.64 ^{1,2,5,6,8}	5.47	11.0	19.1 ⁸	NA
B-4 ***	07/01/98	5'-7'	2.58 ^{1,2,5,6,8}	4.69	11.2	30.6 ⁸	NA
B-5	07/01/98	5'-7'	0.008	0.008	0.003	0.010	NA
KMW-1	11/24/99	5'-7.5'	0.740 ^{1,2}	3.40	0.370	0.500	NA
KMW-2	11/24/99	5'-7.5'	< 0.025	0.078	0.110	0.220	NA
B-6	11/24/99	5'-7.5'	2.10	5.50	0.890	3.500	NA
B-7	11/24/99	7.5'-10'	1.00	0.052	1.50	2.000	NA
B-8*	11/24/99	12.5'-15' *	< 0.025	0.034	0.025	0.110	NA
KMW-3	01/11/01	3'-5'	< 0.0250	< 0.0250	< 0.0250	< 0.0250	NA
		7'-9' *	< 0.0250	0.114	0.0263	0.109	NA
KMW-4	01/11/01	7'-9'	< 0.0250	0.0253	< 0.025	0.0285	NA
KMW-5	01/11/01	5'-7'	< 0.0250	< 0.0250	< 0.0250	< 0.0250	NA
K-6	01/11/01	5'-7'	< 0.0250	0.0253	< 0.0250	< 0.0250	NA
K-7	01/11/01	7'-9'	< 0.0250	0.202	0.0423	0.2360	NA
B-9	06/24/04	6'-8'	0.614	0.419	27.9	62.5	< 0.100
		10'-12' ⁸	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
B-10	06/24/04	6'-8'	5.130	0.270	4.80	7.99	0.143
		12'-14' *	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
B-11	06/24/04	6'-8'	0.178 ^{1,2}	13.8 ¹	26.7 ^{1,2}	40.7 ⁸	< 0.100
		10'-12' ⁸	0.0218	< 0.0050	< 0.0050	< 0.0050	0.0205
B-12	06/24/04	6'-8'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
B-13	06/24/04	6'-8'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
		8'-10'	0.230 ^{1,2}	< 0.0050	11.1	7.86 ⁸	< 0.0050
MW-5 **	06/24/04	12'-14' *	< 0.0020	< 0.0050	< 0.0050	< 0.0050	0.0150
MW-6	06/24/04	6'-8'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
MW-7	06/24/04	6'-7'	0.0108	< 0.0050	< 0.0050	< 0.0050	< 0.0050
Soil Component of Groundwater Ingestion	Class I		0.03	12	13	150	0.32
	Class II		0.17	29	19	150	0.32
Soil Ingestion Remediation Objectives	Residential		12	16,000	7,800	16,000	780
	Commercial		100	410,000	200,000	410,000	20,000
Soil Outdoor Inhalation Remediation Objectives	Residential		0.8	650	400	320	8,800
	Commercial		1.6	650	400	320	8,800
Construction Worker Remediation Objectives	Soil Ingestion		2,300	410,000	20,000	41,000	2,000
	Soil Outdoor Inhalation		2.2	42	58	5.6	140

Note: Analytical testing results for BTEX and MTBE are expressed in parts-per-million (ppm) concentrations.

Note: * = Soil sample collected below groundwater-bearing zone observed while drilling.

Note: ** = Soil impact observed in soil boring MW-5 attributed to LUST at 36 West St Charles Road - LUST Inc. No. 933131.

Note: *** = Soil sample locations B-3 and B-4 resampled in October 2022; refer to results for soil samples B-3R and B-4R below.

Note: NA = Sample not analyzed for specified analyte.

Note: Struckthrough samples removed during Corrective Action remediation.

Note: Exceedences of the ILEPA TACO Tier 1 SROs in **bold**.

Note: Reporting limits varies for each sample and/or analyte. Please refer to laboratory analytical report for individual laboratory reporting limits. When sample result is non-detect, the number following "<" is typically the laboratory reporting limit for that sample analyte.

Superscripts:

1-Class I Soil Component of Groundwater Remediation Objective exceeded

2-Class II Soil Component of Groundwater Remediation Objective exceeded

3-Residential Soil Ingestion Remediation Objective exceeded

4-Commercial Soil Ingestion Remediation Objective exceeded

5-Residential Soil Outdoor Inhalation Remediation Objective exceeded

6-Commercial Soil Outdoor Inhalation Remediation Objective Exceeded

7-Construction Worker Soil Ingestion Remediation Objective exceeded

8-Construction Worker Soil Outdoor Inhalation Remediation Objective exceeded

EXHIBIT B-1

Summary of Soil Analytical Results - Investigation BTEX & MTBE

Sample ID	Date Collected	Sample Depth (feet)	Benzene	Toluene	Ethylbenzene	Total Xylenes	MTBE
B-14	03/24/05	6'-8'	2.65	1.30	22.7	78.4	< 0.050
		14'-16' *	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
B-15	03/24/05	6'-8'	0.132 ¹	< 0.0050	0.716	1.27	< 0.0050
B-16	03/24/05	6'-8'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	0.0151
B-17	03/24/05	6'-8'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
B-18	03/24/05	6'-8'	0.0035	< 0.0050	0.032	0.013	< 0.0050
		14'-16' *	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
SB-1	04/15/08	5'	< 0.0050	< 0.0050	< 0.0050	< 0.0050	< 0.0050
SB-2	04/15/08	5'	< 0.0050	< 0.0050	< 0.0050	< 0.0050	< 0.0050
B-3R	10/24/22	3'-5'	0.0116	< 0.0022	< 0.0022	< 0.0087	< 0.0022
		5'-7'	< 0.0219	< 0.0438	4.14	3.98	< 0.0438
B-4R	10/24/22	3'-5'	0.0720 ¹	< 0.0651	< 0.0651	< 0.260	< 0.0651
		5'-8'	0.585 ^{1,2}	< 0.0402	41.4 ^{1,2}	4.36	< 0.0402
Soil Component of Groundwater Ingestion	Class I		0.03	12	13	150	0.32
	Class II		0.17	29	19	150	0.32
Soil Ingestion Remediation Objectives	Residential		12	16,000	7,800	16,000	780
	Commercial		100	410,000	200,000	410,000	20,000
Soil Outdoor Inhalation Remediation Objectives	Residential		0.8	650	400	320	8,800
	Commercial		1.6	650	400	320	8,800
Construction Worker Remediation Objectives	Soil Ingestion		2,300	410,000	20,000	41,000	2,000
	Soil Outdoor Inhalation		2.2	42	58	5.6	140

Note: Analytical testing results for BTEX and MTBE are expressed in parts-per-million (ppm) concentrations.

Note: * = Soil sample collected below groundwater-bearing zone observed while drilling.

Note: NA = Sample not analyzed for specified analyte.

Note: Struckthrough: samples removed during Corrective Action remediation.

Note: Exceedences of the IEPA TACO Tier 1 SROs in **bold**.

Note: Reporting limits varies for each sample and/or analyte. Please refer to laboratory analytical report for individual laboratory reporting limits. When sample result is non-detect, the number following "<" is typically the laboratory reporting limit for that sample analyte.

Superscripts:

- 1-Class I Soil Component of Groundwater Remediation Objective exceeded
- 2-Class II Soil Component of Groundwater Remediation Objective exceeded
- 3-Residential Soil Ingestion Remediation Objective exceeded
- 4-Commercial Soil Ingestion Remediation Objective exceeded

- 5-Residential Soil Outdoor Inhalation Remediation Objective exceeded
- 6-Commercial Soil Outdoor Inhalation Remediation Objective Exceeded
- 7-Construction Worker Soil Ingestion Remediation Objective exceeded
- 8-Construction Worker Soil Outdoor Inhalation Remediation Objective exceeded

EXHIBIT B-2
Summary of Soil Analytical Results - Investigation Lead

Sample ID	Date Sampled	Depth (feet)	Total Lead	TCLP Lead
B-1	07/01/98	5'-7'	46.0	NA
B-2	07/01/98	5'-2'	44.3	NA
B-3 ***	07/01/98	5'-7'	13.7	NA
B-4 ***	07/01/98	5'-7'	10.8	NA
B-5	07/01/98	5'-7'	48.8 ^{9,10}	NA
KMW-1	11/24/99	5'-7.5'	13.0	NA
KMW-2	11/24/99	5'-7.5'	16.0	NA
B-6	04/24/00	6'-7.5'	28.0	NA
B-7	04/24/00	7.5'-10'	9.5	NA
B-8*	11/24/99	12.5'-15'	12.0	NA
KMW-3	01/11/01	3'-5'	34.1 ¹⁰	0.0121 ¹
KMW-4	01/11/01	7'-9'	14.3	0.00592
KMW-5	01/11/01	5'-7'	6.92	< 0.00500
K-6	01/11/01	5'-7'	11.3	< 0.00500
K-7	01/11/01	7'-9'	5.77	0.00533
			14.9	0.00925 ¹
B-9	06/24/04	6'-8'	24.3	0.007
		10'-12'-14'	5.4	< 0.002
		6'-8'	26.8	0.007
B-10	06/24/04	12'-14' *	19.1	< 0.002
		6'-8'	11.7	0.014 ¹
B-11	06/24/04	10'-12' *	17.5	< 0.002
B-12	06/24/04	6'-8'	14.5	< 0.002
B-13	06/24/04	6'-8'	21.3 ¹⁰	< 0.002
Soil Component of Groundwater Ingestion	Class I		107	0.0075
	Class II		1,420	0.1
Soil Ingestion Remediation Objectives	Residential		400	---
	Commercial		800	---
Soil Outdoor Inhalation Remediation Objectives	Residential		---	---
	Commercial		---	---
Construction Worker Remediation Objectives	Soil Ingestion		700	---
	Soil Outdoor Inhalation		---	---
Concentrations of Metals in Background Soils	Metro Area		36.0	---
	Non-Metro Area		20.9	---

Note: Analytical testing results for lead are expressed in parts-per-million (ppm) concentrations.

Note: * = Soil sample collected below groundwater-bearing zone observed while drilling.

Note: ** = Soil impaction observed in soil boring MW-5 attributed to LUST at 36 West St Charles Road - LUST Inc. No. 93131.

Note: *** = Soil sample locations B-3 and B-4 resampled in October 2022; refer to results for soil samples B-3R and B-4R below.

Note: Struckthrough samples removed during Corrective Action remediation.

Note: Soil Component of Groundwater Ingestion SROs for Total Lead based on pH of 7.79.

Note: Exceedences of the IEPA TACO Tier 1 SROs in bold.

Superscripts

1-Class I Soil Component of Groundwater Remediation Objective exceeded

2-Class II Soil Component of Groundwater Remediation Objective exceeded

3-Residential Soil Ingestion Remediation Objective exceeded

4-Commercial Soil Ingestion Remediation Objective exceeded

5-Residential Soil Outdoor Inhalation Remediation Objective exceeded

Sample ID	Date Sampled	Depth (feet)	Total Lead	TCLP Lead
MW-5 **	06/24/04	8'-10' 12'-14' *	24.2 ¹⁰ 11.6	0.015 ¹ < 0.002
MW-6	06/24/04	6'-8'	14.7	< 0.002
MW-7	06/24/04	6'-7'	9.9	0.010 ¹
B-14	03/24/05	6'-8'	7.1	0.012 ¹
B-15	03/24/05	14'-16' *	11.2	0.003
B-16	03/24/05	6'-8'	29.2 ¹⁰	< 0.002
B-17	03/24/05	6'-8'	31.1 ¹⁰	< 0.002
B-18	03/24/05	6'-8'	18.1	< 0.002
		6'-8'	15.1	< 0.002
		14'-16' *	19.8	0.005
SB-1	04/15/08	5'	25.6 ¹⁰	0.004
SB-2	04/15/08	5'	39.0 ^{9,10}	0.006
B-3R	10/24/22	3'-5'	20.5	NA
		5'-7'	13.1	NA
B-4R	10/24/22	3'-5'	14.3	NA
		5'-8'	15.9	NA
Soil Component of Groundwater Ingestion	Class I		107	0.0075
	Class II		1,420	0.1
Soil Ingestion Remediation Objectives	Residential		400	---
	Commercial		800	---
Soil Outdoor Inhalation Remediation Objectives	Residential		---	---
	Commercial		---	---
Construction Worker Remediation Objectives	Soil Ingestion		700	---
	Soil Outdoor Inhalation		---	---
Concentrations of Metals in Background Soils	Metro Area		36.0	---
	Non-Metro Area		20.9	---

6-Commercial Soil Outdoor Inhalation Remediation Objective Exceeded

7-Construction Worker Soil Ingestion Remediation Objective exceeded

8-Construction Worker Soil Outdoor Inhalation Remediation Objective exceeded

9-Metro Area Background Concentration exceeded

10-Non-Metro Area Background Concentration exceeded

EXHIBIT B-3

Summary of Soil Analytical Results - Soil Remediation BTEX & MTBE

Sample ID	Date Collected	Sample Depth (feet)	Benzene	Toluene	Ethylbenzene	Total Xylenes	MTBE
CS-1	10/25/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-2	10/26/06	~7'	21.3 ^{1,2,3,5,6,8}	0.690	0.424	7.31 ^a	< 0.0500
CS-2R	11/21/06	~7'	< 0.0300	0.178	0.345	1.67	< 0.0500
CS-3	10/26/06	~7'	0.0040	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-4	10/26/06	~7'	0.0023	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-5	10/26/06	~7'	0.0121	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-6	10/26/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-7	10/26/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-8	10/27/06	~7'	2.84 ^{1,2,5,6,8}	0.685	78.7 ^{1,2,8}	69.5 ^a	< 0.0500
CS-9	10/27/06	~7'	1.65 ^{1,2,5,6}	0.328	45.0 ^{1,2}	83.4 ^a	< 0.0500
CS-10	10/27/06	~7'	0.402 ^{1,2}	0.0221	0.0115	0.144	< 0.0050
CS-11	10/27/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-12	10/27/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-13	10/30/06	~7'	0.207 ^{1,2}	0.164	6.42	19.7 ^a	< 0.0500
CS-14	10/30/06	~7'	0.925 ^{1,2,5}	0.123	3.44	1.82	< 0.0500
CS-15	10/30/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-16	10/30/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-17	10/30/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-18	10/30/06	~7'	2.71 ^{1,2,5,6,8}	0.295	0.439	2.93	< 0.0500
CS-19	10/30/06	~7'	0.886 ^{1,2,5}	0.105	3.15	1.64	< 0.0500
CS-20	10/30/06	~7'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-21	10/30/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-22	10/30/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-23	10/30/06	~7'	2.78 ^{1,2,5,6,8}	0.308	1.41	3.40	< 0.0500
CS-24	10/30/06	~7'	2.56 ^{1,2,5,6,8}	0.302	0.322	3.50	< 0.0500
CS-25	10/31/06	~7'	0.686 ^{1,2}	0.751	42.9 ^{1,2}	72.8 ^a	< 0.0500
CS-26	10/31/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-27	10/31/06	~7'	0.523 ^{1,2}	0.0600	8.16	7.54 ^a	< 0.0500
CS-28	11/01/06	~7'	9.08 ^{1,2,5,6,8}	3.38	20.8 ^{1,2}	72.5 ^a	< 0.500 ^{1,2}
CS-29	11/01/06	~7'	3.73 ^{1,2,5,6,8}	40.4 ^{1,2}	55.6 ^{1,2}	234 ^{1,2,8}	0.315
CS-30	11/01/06	12'	0.0071	< 0.0050	< 0.0050	< 0.0050	0.0279
Soil Component of Groundwater Ingestion	Class I		0.03	12	13	150	0.32
	Class II		0.17	29	19	150	0.32
Soil Ingestion Remediation Objectives	Residential		12	16,000	7,800	16,000	780
	Commercial		100	410,000	200,000	410,000	20,000
Soil Outdoor Inhalation Remediation Objectives	Residential		0.8	650	400	320	8,800
	Commercial		1.6	650	400	320	8,800
Construction Worker Remediation Objectives	Soil Ingestion		2,300	410,000	20,000	41,000	2,000
	Soil Outdoor Inhalation		2.2	42	58	5.6	140

Note: Analytical testing results for BTEX and MTBE are expressed in parts-per-million (ppm) concentrations.

Note: Exceedences of the IEPA TACO Tier 1 SROs in **bold**.

Note: Struckthrough samples removed during Corrective Action remediation.

Note: Reporting limits varies for each sample and/or analyte. Please refer to laboratory analytical report for individual laboratory reporting limits. When sample result is non-detect, the number following "<" is typically the laboratory reporting limit for that sample analyte.

Superscripts:

- 1-Class I Soil Component of Groundwater Remediation Objective exceeded
- 2-Class II Soil Component of Groundwater Remediation Objective exceeded
- 3-Residential Soil Ingestion Remediation Objective exceeded
- 4-Commercial Soil Ingestion Remediation Objective exceeded

- 5-Residential Soil Outdoor Inhalation Remediation Objective exceeded
- 6-Commercial Soil Outdoor Inhalation Remediation Objective exceeded
- 7-Construction Worker Soil Ingestion Remediation Objective exceeded
- 8-Construction Worker Soil Outdoor Inhalation Remediation Objective exceeded

EXHIBIT B-3

Summary of Soil Analytical Results - Soil Remediation BTEX & MTBE

Sample ID	Date Collected	Sample Depth (feet)	Benzene	Toluene	Ethylbenzene	Total Xylenes	MTBE
CS-31	11/01/06	12'	0.0048	< 0.0050	< 0.0050	< 0.0050	0.0413
CS-32	11/02/06	~7'	1.41 ^{1,2,5}	0.0373	0.0658	0.191	0.0372
CS-33	11/02/06	~7'	14.7 ^{1,2,3,5,6,8}	0.335	2.14	5.41	0.0818
CS-34	11/02/06	~7'	14.1 ^{1,2,3,5,6,8}	0.283	1.53	4.62	0.0708
CS-35	11/02/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-36	11/02/06	12'	0.0048	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-37	11/02/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	0.0341
CS-38	11/02/06	~7'	11.6 ^{1,2,5,6,8}	0.257	0.727	3.39	< 0.0500
CS-39	11/20/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-40	11/20/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-41	11/20/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-42	11/20/06	~7'	0.0087	0.0309	0.555	0.663	< 0.0050
CS-43	11/20/06	~7'	0.0118	0.0333	0.339	0.394	< 0.0050
CS-44	11/20/06	~7'	0.0174	0.0378	0.365	0.419	< 0.0050
CS-45	11/20/06	~7'	21.4 ^{1,2,3,5,6,8}	1.25	57.7 ^{1,2}	178 ^{1,2,8}	0.334 ^{1,2}
CS-46	11/20/06	~7'	10.6 ^{1,2,5,6,8}	0.887	51.4 ^{1,2}	161 ^{1,2,8}	0.215
CS-47	11/20/06	~7'	10.3 ^{1,2,5,6,8}	0.718	38.8 ^{1,2}	120 ⁸	0.246
CS-48	11/20/06	~7'	13.4 ^{1,2,3,5,6,8}	0.298	24.3 ^{1,2}	15.7 ⁸	0.505 ^{1,2}
CS-49	11/20/06	~7'	8.09 ^{1,2,5,6,8}	0.373	20.9 ^{1,2}	64.2 ⁸	0.397 ^{1,2}
CS-50	11/20/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-51	11/20/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
CS-52	11/21/06	~7'	0.0936 ¹	1.34	9.00	45.5 ⁸	< 0.0500
CS-53	11/21/06	12'	< 0.0020	< 0.0050	< 0.0050	< 0.0050	< 0.0050
Soil Component of Groundwater Ingestion	Class I		0.03	12	13	150	0.32
	Class II		0.17	29	19	150	0.32
Soil Ingestion Remediation Objectives	Residential		12	16,000	7,800	16,000	780
	Commercial		100	410,000	200,000	410,000	20,000
Soil Outdoor Inhalation Remediation Objectives	Residential		0.8	650	400	320	8,800
	Commercial		1.6	650	400	320	8,800
Construction Worker Remediation Objectives	Soil Ingestion		2,300	410,000	20,000	41,000	2,000
	Soil Outdoor Inhalation		2.2	42	58	5.6	140

Note: Analytical testing results for BTEX and MTBE are expressed in parts-per-million (ppm) concentrations.

Note: Exceedences of the IEPA TACO Tier 1 SROs in **bold**.

Note: Struckthrough samples removed during Corrective Action remediation.

Note: Reporting limits varies for each sample and/or analyte. Please refer to laboratory analytical report for individual laboratory reporting limits. When sample result is non-detect, the number following "<" is typically the laboratory reporting limit for that sample analyte.

Superscripts:

- 1-Class I Soil Component of Groundwater Remediation Objective exceeded
- 2-Class II Soil Component of Groundwater Remediation Objective exceeded
- 3-Residential Soil Ingestion Remediation Objective exceeded
- 4-Commercial Soil Ingestion Remediation Objective exceeded

- 5-Residential Soil Outdoor Inhalation Remediation Objective exceeded
- 6-Commercial Soil Outdoor Inhalation Remediation Objective Exceeded
- 7-Construction Worker Soil Ingestion Remediation Objective exceeded
- 8-Construction Worker Soil Outdoor Inhalation Remediation Objective exceeded

EXHIBIT B-4
Summary of Soil Analytical Results - Soil Remediation Lead

Sample ID	Date Sampled	Depth (feet)	Total Lead	TCLP Lead
CS-1	10/25/06	12'	12.6	< 0.002
CS-2	10/26/06	~7'	12.4	0.004
CS-2R	11/21/06	~7'	12.2	0.012 ¹
CS-3	10/26/06	~7'	15.3	0.003
CS-4	10/26/06	~7'	11.7	0.006
CS-5	10/26/06	~7'	13.4	0.011 ¹
CS-6	10/26/06	12'	9.4	< 0.002
CS-7	10/26/06	12'	13.1	< 0.002
CS-8	10/27/06	~7'	45.9 ^{6,10}	0.013 ¹
CS-9	10/27/06	~7'	16.9	0.005
CS-10	10/27/06	~7'	13.1	0.010 ¹
CS-11	10/27/06	12'	14.6	0.005
CS-12	10/27/06	12'	20.5	0.005
CS-13	10/30/06	~7'	14.6	0.007
CS-14	10/30/06	~7'	14.4	0.008 ¹
CS-15	10/30/06	12'	12.4	< 0.002
CS-16	10/30/06	12'	12.2	0.003
CS-17	10/30/06	12'	16.7	< 0.002
CS-18	10/30/06	~7'	18.7	0.010 ¹
CS-19	10/30/06	~7'	18.3	0.006
CS-20	10/30/06	~7'	20.0	< 0.002
CS-21	10/30/06	12'	19.7	< 0.002
CS-22	10/30/06	12'	15.9	< 0.002
CS-23	10/30/06	~7'	23.2 ¹⁰	0.008 ¹
CS-24	10/30/06	~7'	15.3	0.009 ¹
CS-25	10/31/06	~7'	10.0	0.013 ¹
CS-26	10/31/06	12'	22.1 ¹⁰	< 0.002
Soil Component of Groundwater Ingestion	Class I		107	0.0075
	Class II		1,420	0.1
Soil Ingestion Remediation Objectives	Residential		400	---
	Commercial		800	---
Soil Outdoor Inhalation Remediation Objectives	Residential		---	---
	Commercial		---	---
Construction Worker Remediation Objectives	Soil Ingestion		700	---
	Soil Outdoor Inhalation		---	---
Concentrations of Metals in Background Soils	Metro Area		36.0	---
	Non-Metro Area		20.9	---

Note: Exceedences of the IEPA TACO Tier I SROs in bold.
Note: Analytical testing results for lead are expressed in parts-per-million (ppm) concentrations.
Note: Struckthrough samples removed during Corrective Action remediation.
Note: Soil Component of Groundwater Ingestion SROs for Total Lead based on pH of 7.79.

Superscripts:
1-Class I Soil Component of Groundwater Remediation Objective exceeded
2-Class II Soil Component of Groundwater Remediation Objective exceeded
3-Residential Soil Ingestion Remediation Objective exceeded
4-Commercial Soil Ingestion Remediation Objective exceeded
5-Residential Soil Outdoor Inhalation Remediation Objective exceeded

Sample ID	Date Sampled	Depth (feet)	Total Lead	TCLP Lead
CS-27	10/31/06	~7'	19.2	0.033 ¹
CS-28	11/01/06	~7'	17.2	0.027 ¹
CS-29	11/01/06	~7'	20.5	< 0.002
CS-30	11/01/06	12'	14.1	< 0.002
CS-31	11/01/06	12'	18.6	< 0.002
CS-32	11/02/06	~7'	17.5	< 0.002
CS-33	11/02/06	~7'	16.3	< 0.002
CS-34	11/02/06	~7'	21.4 ¹⁰	< 0.002
CS-35	11/02/06	12'	20.9	< 0.002
CS-36	11/02/06	12'	26.8 ¹⁰	< 0.002
CS-37	11/02/06	12'	4.1	< 0.002
CS-38	11/02/06	~7'	16.9	< 0.002
CS-39	11/20/06	12'	14.8	0.008 ¹
CS-40	11/20/06	12'	13.2	0.011 ¹
CS-41	11/20/06	12'	17.3	0.005
CS-42	11/20/06	~7'	16.4	0.009 ¹
CS-43	11/20/06	~7'	17.1	0.009 ¹
CS-44	11/20/06	~7'	23.2 ¹⁰	0.010 ¹
CS-45	11/20/06	~7'	15.8	0.005
CS-46	11/20/06	~7'	10.9	0.008 ¹
CS-47	11/20/06	~7'	19.8	0.007
CS-48	11/20/06	~7'	20.6	0.008 ¹
CS-49	11/20/06	~7'	28.1 ¹⁰	0.019 ¹
CS-50	11/20/06	12'	20.2	0.012 ¹
CS-51	11/20/06	12'	17.9	0.011 ¹
CS-52	11/21/06	~7'	18.8	0.028 ¹
CS-53	11/21/06	12'	16.4	0.006
Soil Component of Groundwater Ingestion	Class I		107	0.0075
	Class II		1,420	0.1
Soil Ingestion Remediation Objectives	Residential		400	---
	Commercial		800	---
Soil Outdoor Inhalation Remediation Objectives	Residential		---	---
	Commercial		---	---
Construction Worker Remediation Objectives	Soil Ingestion		700	---
	Soil Outdoor Inhalation		---	---
Concentrations of Metals in Background Soils	Metro Area		36.0	---
	Non-Metro Area		20.9	---

6-Commercial Soil Outdoor Inhalation Remediation Objective Exceeded
7-Construction Worker Soil Ingestion Remediation Objective exceeded
8-Construction Worker Soil Outdoor Inhalation Remediation Objective exceeded
9-Metro Area Background Concentration exceeded
10-Non-Metro Area Background Concentration exceeded

EXHIBIT B-5

Summary of Groundwater Analytical Results - BTEX, MTBE & Lead

Sample ID	Date Collected	Benzene	Toluene	Ethylbenzene	Total Xylenes	MTBE	Lead
MW-1	07/22/1998	1.96 ^{1,2,3,4,5}	0.100	0.080	0.261	NA	< 0.007
	12/14/1999	1.00 ^{1,2,3,4,5}	0.012	0.00095	0.068	NA	NA
MW-1R	06/18/2002	damaged and could not be accessed					NA
	05/02/2008	0.0218 ¹	0.0324	0.175	1.290	0.023	NA
MW-2	11/17/2021	< 0.00500	< 0.00500	< 0.00500	< 0.0150	< 0.00500	< 0.00750
	07/22/1998	2.54 ^{1,2,3,4,5}	0.260	4.16 ^{1,2,3,4,5}	6.10	NA	< 0.007
MW-2R	12/14/1999	1.90 ^{1,2,3,4,5}	0.080	0.140	1.90	NA	NA
	06/18/2002	1.92 ^{1,2,3,4,5}	0.188	3.170 ^{1,2,3,4,5}	3.480	< 0.100 ^{1,2}	0.0305 ¹
MW-3	05/02/2008	0.105 ^{1,2}	0.0107	0.0699	0.0932	0.0642	NA
	11/17/2021	< 0.00500	< 0.00500	< 0.00500	< 0.0150	0.00655	< 0.00750
MW-3R	07/22/1998	4.86 ^{1,2,3,4,5}	1.13 ¹	0.050	0.366	NA	< 0.007
	12/14/1999	0.035 ^{1,2}	< 0.00050	< 0.00050	0.00052	NA	NA
MW-4	06/18/2002	0.3810 ^{1,2,3}	< 0.0500	< 0.0500	< 0.0500	< 0.0500	< 0.00500
	05/02/2008	1.16 ^{1,2,3,4,5}	0.0132	0.254 ^{1,2,3,4,5}	2.310	0.123 ^{1,2}	NA
MW-5	11/17/2021	< 0.00500	< 0.00500	< 0.00500	< 0.0150	0.190 ^{1,2}	< 0.00750
	07/22/1998	0.280 ^{1,2,3}	0.085	0.003	0.202	NA	< 0.007
MW-6	12/14/1999	0.280 ^{1,2,3}	0.00089	0.00065	1.80	NA	NA
	06/18/2002	0.539 ^{1,2,3,4,5}	< 0.00500	< 0.00500	< 0.00500	7.45 ^{1,2}	< 0.00500
MW-7	05/02/2008	0.0344 ^{1,2}	< 0.0050	< 0.0050	< 0.0050	3.86 ^{1,2}	NA
	11/17/2021	< 0.00500	< 0.00500	< 0.00500	< 0.0150	2.76 ^{1,2}	< 0.00750
KMW-1	12/14/1999	< 0.00050	< 0.00050	< 0.00050	< 0.00050	NA	NA
	06/18/2002	< 0.000500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	0.00743
KMW-2	05/02/2008	< 0.0050	< 0.0050	< 0.0050	< 0.0050	0.0062	NA
	12/14/1999	< 0.00050	< 0.00050	< 0.00050	< 0.00050	NA	NA
KMW-3	06/18/2002	0.00204	< 0.00500	< 0.00500	< 0.00500	< 0.00500	1.41 ^{1,2}
	05/02/2008	< 0.0050	< 0.0050	< 0.0050	< 0.0050	< 0.0050	NA
VIP-1	12/14/1999	< 0.00050	< 0.00050	< 0.00050	< 0.00050	NA	NA
	06/18/2002	< 0.000500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	0.00733
KMW-4	05/02/2008	< 0.0050	< 0.0050	< 0.0050	< 0.0050	< 0.0050	NA
	11/17/2021	< 0.00500	< 0.00500	< 0.00500	< 0.0150	< 0.00500	< 0.00750
KMW-5	01/23/2001	< 0.000500	< 0.000500	< 0.000500	< 0.000500	NA	0.0271 ¹
	06/18/2002	< 0.000500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
KMW-6	05/02/2008	< 0.0050	< 0.0050	< 0.0050	< 0.0050	< 0.0050	NA
	01/23/2001	< 0.000500	< 0.000500	< 0.000500	< 0.000500	NA	0.0200 ¹
KMW-7	06/18/2002	< 0.000500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	< 0.00500
	05/02/2008	< 0.0050	< 0.0050	< 0.0050	< 0.0050	< 0.0050	NA
KMW-8	01/23/2001	< 0.000500	< 0.000500	< 0.000500	< 0.000500	NA	0.0135 ¹
	06/18/2002	< 0.000500	< 0.00500	< 0.00500	< 0.00500	< 0.00500	0.0131 ¹
KMW-9	05/02/2008	< 0.0050	< 0.0050	< 0.0050	< 0.0050	< 0.0050	NA
	05/02/2008	< 0.0050	< 0.0050	< 0.0050	< 0.0050	< 0.0050	NA
IEPA TACO Tier 1 GROs Groundwater Component of Groundwater Ingestion ER	Class I	0.005	1	0.7	10	0.07	0.0075
	Class II	0.025	2.5	1	10	0.07	0.1
IEPA TACO Tier 1 GROs Table H - Diffusion & Advection Indoor Inhalation ER	Residential	0.11	530	0.37	30	1,900	Not Applicable
	Industrial/ Commercial	0.41	530	1.4	93	6,800	Not Applicable
IEPA TACO Tier 1 GROs Table I - Diffusion Only Indoor Inhalation ER	Residential	0.41	530	1.3	96	30,000	Not Applicable
	Industrial/ Commercial	2.6	530	8.1	110	51,000	Not Applicable

Note: Analytical testing results for BTEX, MTBE and lead are expressed in parts-per-million (ppm) concentrations.

Note: Exceedences of the most stringent IEPA TACO Tier 1 GROs in bold.

Note: Exceedences of the IEPA TACO Indoor Inhalation GROs in bold and shading.

Note: NA = Sample not analyzed for specified analyte.

Note: Reporting limits varies for each sample and/or analyte. Please refer to laboratory analytical report for individual laboratory reporting limits. When sample result is non-detect, the number following "<" is typically the laboratory reporting limit for that sample analyte.

Superscripts:

1-Class I GRO exceeded

2-Class II GRO exceeded

3-Table H Residential Indoor Inhalation GRO exceeded

4-Table H Industrial/Commercial Indoor Inhalation GRO exceeded

5-Table H Residential Indoor Inhalation GRO exceeded

6-Table H Industrial/Commercial Indoor Inhalation GRO exceeded

EXHIBIT B-5

Summary of Groundwater Analytical Results - BTEX, MTBE & Lead

Sample ID	Date Collected	Benzene	Toluene	Ethylbenzene	Total Xylenes	MTBE	Lead
MW-5 **	07/09/2004	1.06 ¹²³⁴⁵	0.0234	0.366	0.445	0.116 ¹²	< 0.002
	05/02/2008	0.710 ¹²³⁴⁵	0.0148	0.434 ⁷	0.291	0.0204	NA
	11/17/2021	0.133 ¹²³	0.00743	0.0268	0.0306	0.0135	< 0.00750
MW-6	07/09/2004	< 0.0050	< 0.0050	< 0.0050	< 0.0050	< 0.0050	< 0.002
	05/02/2008	< 0.0050	< 0.0050	< 0.0050	< 0.0050	0.0083	NA
	11/17/2021	< 0.00500	< 0.00500	< 0.00500	< 0.0150	< 0.00500	< 0.00750
MW-7	07/09/2004	< 0.0050	< 0.0050	< 0.0050	< 0.0050	0.0068	< 0.002
	05/02/2008	< 0.0050	< 0.0050	< 0.0050	< 0.0050	< 0.0050	NA
IEPA TACO Tier 1 GROs Groundwater Component of Groundwater Ingestion ER	Class I	0.005	1	0.7	10	0.07	0.0075
	Class II	0.025	2.5	1	10	0.07	0.1
IEPA TACO Tier 1 GROs Table H - Diffusion & Advection Indoor Inhalation ER	Residential	0.11	530	0.37	30	1,900	Not Applicable
	Industrial/ Commercial	0.41	530	1.4	93	6,800	Not Applicable
IEPA TACO Tier 1 GROs Table I - Diffusion Only Indoor Inhalation ER	Residential	0.41	530	1.3	96	30,000	Not Applicable
	Industrial/ Commercial	2.6	530	8.1	110	51,000	Not Applicable

Note: Analytical testing results for BTEX, MTBE and lead are expressed in parts-per-million (ppm) concentrations.

Note: Exceedences of the most stringent IEPA TACO Tier 1 GROs in bold.

Note: Exceedences of the IEPA TACO Indoor Inhalation GROs in bold and shading.

Note: NA = Sample not analyzed for specified analyte.

Note: ** = Groundwater impactation observed in monitoring well MW-5 attributed to LUST at 36 West St Charles Road - LUST Inc. No. 933131.

Note: Reporting limits varies for each sample and/or analyte. Please refer to laboratory analytical report for individual laboratory reporting limits. When sample result is non-detect, the number following "<" is typically the laboratory reporting limit for that sample analyte.

Superscripts:

1-Class I GRO exceeded

2-Class II GRO exceeded

3-Table H Residential Indoor Inhalation GRO exceeded

4-Table H Industrial/Commercial Indoor Inhalation GRO exceeded

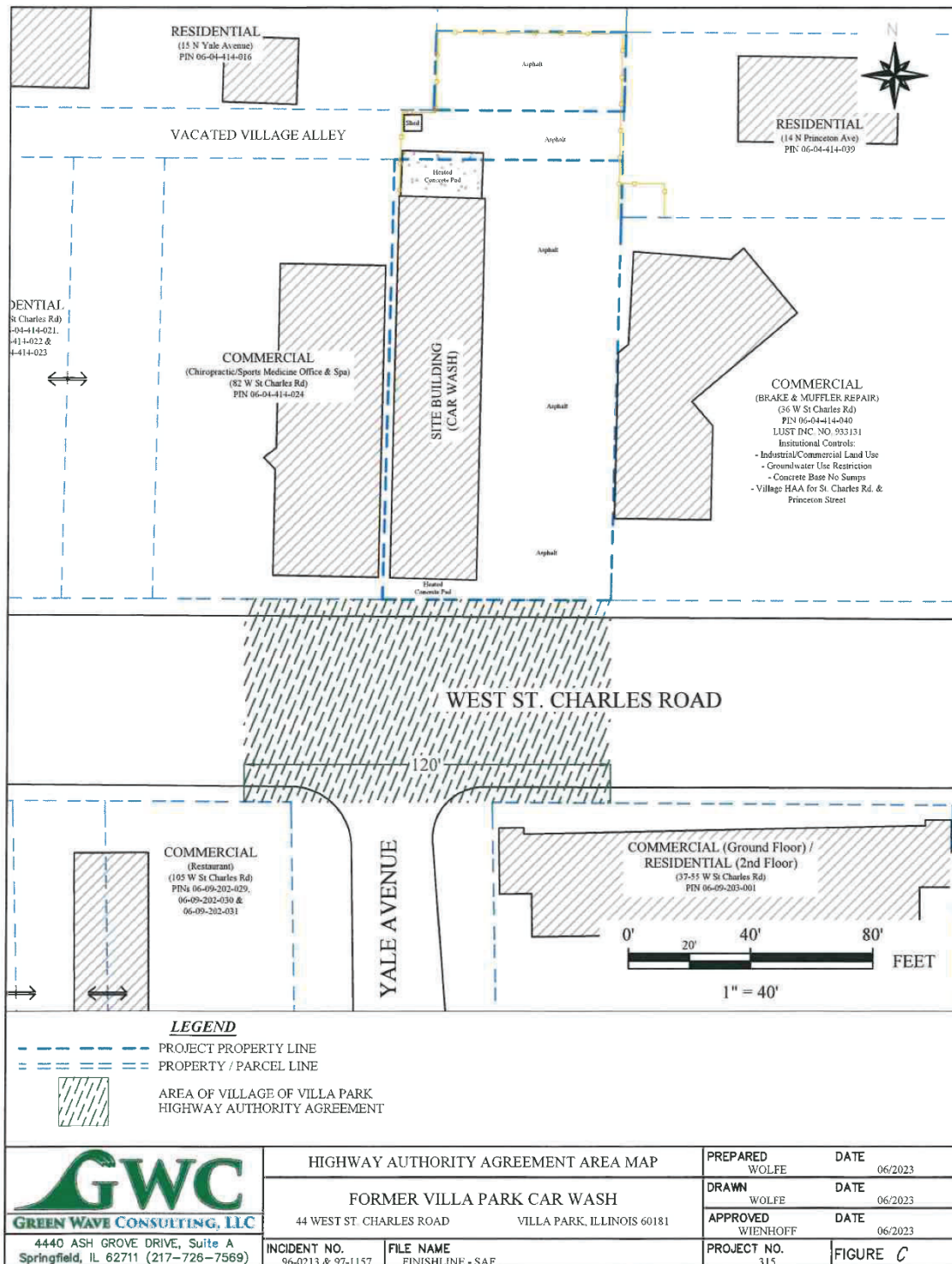
5-Table H Residential Indoor Inhalation GRO exceeded

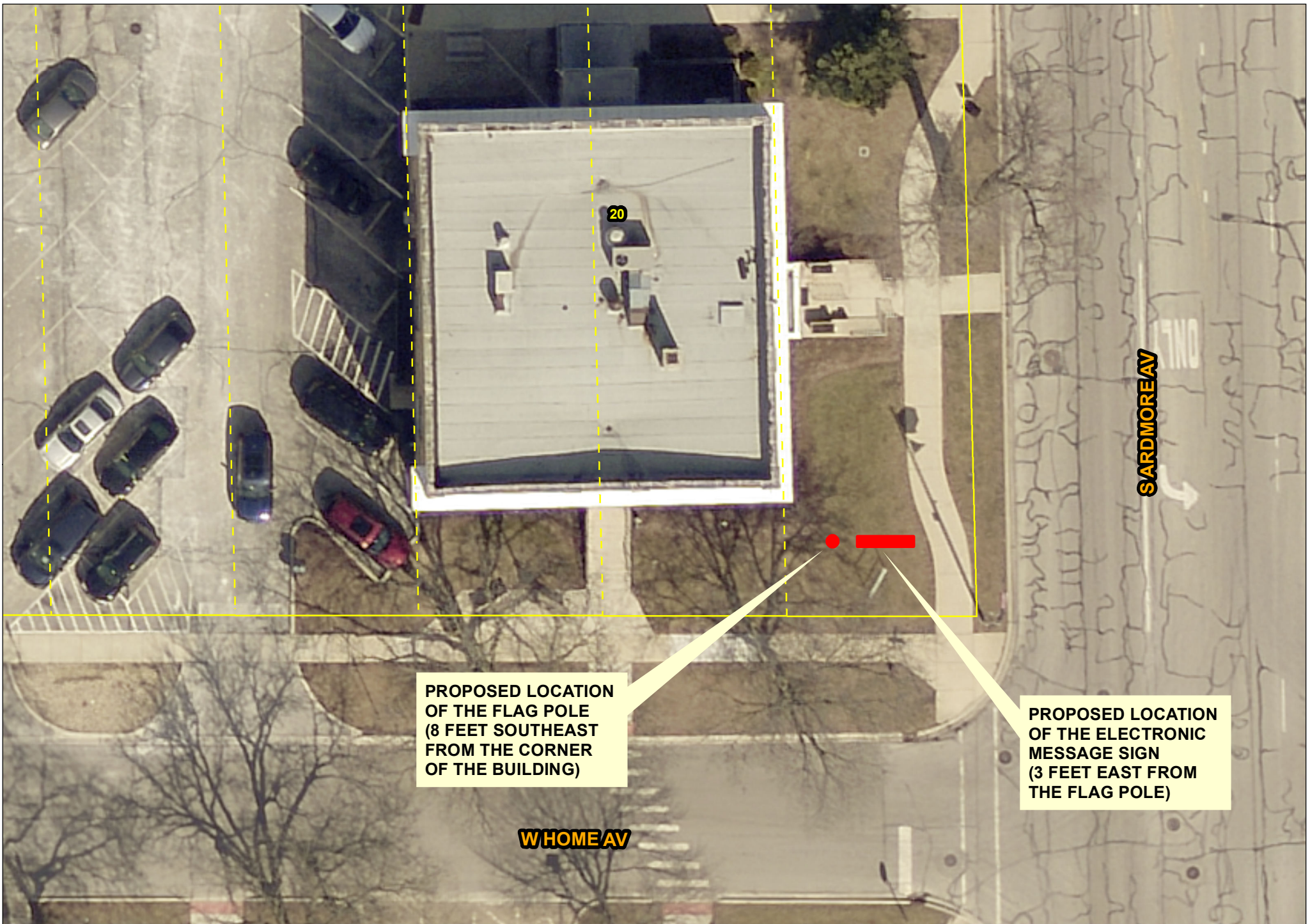
6-Table H Industrial/Commercial Indoor Inhalation GRO exceeded

Exhibit C

FIGURE FOR EXHIBIT C
VILLAGE OF VILLA PARK
HIGHWAY AUTHORITY AGREEMENT

Former Villa Park Car Wash
44 West St. Charles Road
Villa Park, Illinois





**PROPOSED LOCATION
OF THE FLAG POLE
(8 FEET SOUTHEAST
FROM THE CORNER
OF THE BUILDING)**

**PROPOSED LOCATION
OF THE ELECTRONIC
MESSAGE SIGN
(3 FEET EAST FROM
THE FLAG POLE)**



The enclosed materials and documentation are being provided pursuant to a request for information, which has been submitted, to the Village of Villa Park, Illinois. The Village expressly disclaims any responsibility for the accuracy of completeness or the materials and documentation provided, and any use thereof is at the requestor's sole and exclusive risk and expense.

Memo



To: Village Board of Trustees and City Clerk

From: Matt Harline, Village Manager

Date: September 20, 2024

Re: Item 14 b. Unfinished Business VPRC Update

Recommendation Action: Staff recommends an additional \$229,000 in funds be allocated for the VPRC, including up to \$200,000 for the completion of the landscape terrace, \$16,500 for outdoor signage on the east and north side of the building, and \$12,500 for the installation of a flagpole and associated electrical needs. Staff recommends moving forward with the landscaped terrace now and approving up to \$200,000 above the approved cost of the entire facility. Staff recommends revisiting the addition of an LED display sign in front of the building in the next budget of a future budget.

Background: During the process of building the final budget for the VPRC, the Village, the architect (Williams Architects), and the construction manager (W.B. Olson) chose to defer including some items, like the landscaped terrace with the understanding that they would be addressed later as we understood how much of the contingency, allowances and "paid by client" funds would be required. At this point we know much better what funds are still left and we are approaching the time when we need to make choices based on the construction schedule.

The actual amount of funds that will be left over after the construction of the VPRC is still not completely certain, but we are much clearer on what is left. We have currently about \$155,692 of the original \$488,891 of contingency, with a handful of items that may still impact the bottom line. We estimate that we will have \$68,500 left if all of these items are taken out of that pool of funds.

We also have \$265,000 in allowances. Allowances are costs that are not necessarily known but not unexpected like costs to expedite items, the alternate electric service contract, access mat and snow removal in the winter. We have about \$199,600 remaining, but anticipate some additional costs.

Then there is FFE (furniture, fixtures and equipment). We are spending some for the fitness equipment, new office furniture, and IT equipment that was not in the main bid. We with \$150,000 and will be lucky not to exceed that amount as we were extremely cautious with that number.

There is Other Owner Costs which includes the fencing, scoreboards, demolition of the CRB and grading, and a few other costs. We hope to have about \$150,000 left in that allotment.

Finally, there is likely to be some leftover contingency in each of the 21 contractor's budgets. That number could be as high as \$300,000.

In short, there may be enough funds to cover the items we are going to suggest below, but the staff will have much more flexibility if the Board approves additional expenditures. However, we need to proceed very soon with a decision on a couple of these items without perfect information. We are asking the Board to approve and additional \$229,000 to be taken from the General Fund balance if the remaining

approved project funds are insufficient. We are asking to cover the expenses for the fully developed landscaped terrace to be the most cost-effective way to install this feature. The additional cost for the entire project is **\$199,000** – although \$62,100 is required to even prepare the roof for a future addition. Staff feels that this feature warrants spending funds at this time to pay professional landscape contractors to install the planters chosen by the architect which will maintain the roof warranty. We are also asking the Board to approve **\$12,500** for a flagpole, conduit, wiring and lighting. Finally, we are seeking **\$16,500** for outdoor signage. Although

Discussion: The staff is seeking authorization for additional funds, if necessary, to cover items that were not in the original budget. We have already added a few items with the resources allotted, such as the stormwater management design and construction on the west side of the property, extending wiring to the OSLAD grant project lighting, expansion of the kitchen area, and the logo for center court of the main basketball court. However, these additional items will likely exceed the total approved amount budgeted of \$20,085,651 for the VPRC. We are seeking an additional **\$229,000** for the identified projects.

**Village of Villa Park
Lions Park Recreation Center
FINAL PROJECT BUDGET**

Category	Contractor	Base Bid	Alternate #1	Total
General Conditions	W. B. Olson, Inc.	\$ 696,002.00		\$ 696,002.00
Add'l General Conditions (3 Months)	W. B. Olson, Inc.	\$ 166,008.00		\$ 166,008.00
Excavation and Site Demo	American Grading	\$ 739,400.00		\$ 739,400.00
Site Utilities	Alessio and Sons	\$ 278,627.00		\$ 278,627.00
Asphalt Paving	Chadwick Contracting	\$ 19,800.00		\$ 19,800.00
Landscaping	Breezy Hill	\$ 127,200.00		\$ 127,200.00
Brick Pavers	Midwest Brick Paving	\$ 139,900.00		\$ 139,900.00
Concrete	Abbey Paving	\$ 842,900.00	\$ 37,900.00	\$ 880,800.00
Precast Wall Panels	Lombard Arch. Precast	\$ 782,000.00		\$ 782,000.00
Precast Floor Plank	Midstates Concrete	\$ 261,510.00		\$ 261,510.00
Masonry	JAC Masonry	\$ 463,000.00		\$ 463,000.00
Structural Steel	Garbe Iron Works	\$ 1,230,000.00	\$ 215,100.00	\$ 1,445,100.00
Miscellaneous Metals	McKinney Steel	\$ 256,384.00	\$ 104,323.00	\$ 360,707.00
General Trades	Hargrave Builders	\$ 1,055,450.00		\$ 1,055,450.00
Roofing	GC Roofing	\$ 602,402.00		\$ 602,402.00
Glass & Aluminum	3F Corporation	\$ 1,138,000.00	\$ (4,100.00)	\$ 1,133,900.00
Exterior Envelope	Hargrave Builders	\$ 963,450.00		\$ 963,450.00
Drywall and Acoustic	Champion Drywall	\$ 768,490.00		\$ 768,490.00
Ceramic Tile	Douglas Floor Covering	\$ 242,450.00		\$ 242,450.00
Terrazzo	Rockford Central Tile	\$ 145,480.00		\$ 145,480.00
Carpet & Resilient	Douglas Floor Covering	\$ 169,590.00		\$ 169,590.00
Wood & Athletic Flooring	Prostar Services, Inc.	\$ 329,700.00	\$ 89,800.00	\$ 419,500.00
Painting	Matan	\$ 182,500.00	\$ 12,500.00	\$ 195,000.00
Athletic Equipment	Larson Equipment	\$ 208,224.00		\$ 208,224.00
Kitchen Equipment	The Boelter Companies	\$ 121,047.00		\$ 121,047.00
Plumbing	Ewing Doherty	\$ 638,850.00		\$ 638,850.00
Fire Protection	Absolute Fire Protection	\$ 131,100.00	\$ 5,200.00	\$ 136,300.00
HVAC	Amber Mechanical	\$ 794,300.00		\$ 794,300.00
Roof Top Units	Windy City Rep.	\$ 470,000.00		\$ 470,000.00
Electrical	Valley Electrical	\$ 1,614,000.00		\$ 1,614,000.00
Electrical Gear	J. Hamilton Electric	\$ 56,000.00		\$ 56,000.00
Subtotal		\$ 15,633,764.00	\$ 460,723.00	\$ 16,094,487.00
Jobsite Requirements		\$ 201,880.00		\$ 201,880.00
SUBTOTAL COST OF WORK		\$ 15,835,644.00	\$ 460,723.00	\$ 16,296,367.00
Fee @ 3% of Cost of Work		\$ 475,069.00	\$ 13,822.00	\$ 488,891.00
Insurance @ 1% of Cost of Work		\$ 158,356.00	\$ 4,607.00	\$ 162,963.00
Builders Risk		\$ 18,924.00		\$ 18,924.00
Construction Contingency @ 3% of Cost of Work		\$ 475,069.00	\$ 13,822.00	\$ 488,891.00
Allowances		\$ 265,000.00		\$ 265,000.00
Expeding/Premium Time	\$ 50,000.00			
Winter Conditions	\$ 140,000.00			
Escalation	\$ 75,000.00			
TOTAL PROJECT CONSTRUCTION COST		\$ 17,228,062.00	\$ 492,974.00	\$ 17,721,036.00
OTHER COSTS				
CM Preconstruction Services	\$ 60,000.00			\$ 60,000.00
Additional Preconstruction - Multiple Bid Packages, Contract Issuance	\$ 25,000.00	\$ 7,416.00		\$ 32,416.00
Professional Service Work	\$ 1,667,199.00			\$ 1,667,199.00
Owner Costs (Demo, Utilities, Survey, Fence, Commissioning, Etc.)	\$ 455,000.00			\$ 455,000.00
Owner Costs (FFE)	\$ 150,000.00			\$ 150,000.00
Total Project Cost (Construction + Other)		\$ 19,585,261.00	\$ 500,390.00	\$ 20,085,651.00
Requires a Change Order to W. B. Olson, Inc. contract as follows:				
Additional Preconstruction	\$ 32,416.00	Multiple bid packages, contract issuance/review w/ attorney,		
Additional 3 months of General Conditions	\$ 166,008.00	Add'l 3 months - return unused portion		
Builder's Risk Insurance	\$ 18,924.00	Provide builder's risk per Attorney discussions		
Jobsite Requirements	\$ 201,880.00	Transfer Jobsite Requirements into WBO control (return unused portion)		
Total	\$ 419,228.00			

F.U.N. Commission Meeting minutes from Tuesday, June 25, 2024 held at the Village Hall, Committee of the Whole Room, 20 S. Ardmore Avenue, Villa Park, IL 60181.

1. Call to Order: 5:33 pm Leslie Allison-Seei, Mary Brunner-Hintze, Eliza Diederich, Carla Graf, Kathy Halloran and Junior Commissioner Azana Jackson

Also in attendance:

Village Board Liaison: Cari Alfano

Village Staff Liaison: Gina Racanelli

Guests: Joseph D'Tomaso and Kimberly Jackson

2. Public Comments on Agenda Items - None
3. Public Comments on Non-Agenda Items: Joseph D-Tomaso is a 20 year Villa Park resident and commented on his disappointment with the low turnout for the Summer Festival. Joe asked if the F.U.N. Commission would consider taking over this event from the Village. Joe said it used to be a 3-day event with rides. The Commission was receptive, but as volunteers, do not want to take on more than able. Commissioner Kathy Halloran suggested a sub-committee to help Parks and Recreation. Village Staff Liaison commented that it is a lot of work and a very long day for Parks and Recs staff for even this one day event. Leslie Allison-Seei commented that she appreciated the compliment from Joe acknowledging the good things the F.U.N. Commission has done for the Village. She asked if Joe would chair the sub-committee. This may be a good way to involve new residents, too.
4. Amendments to the Agenda – None
5. Consent Agenda. Mary motioned and Eliza seconded to approve the meeting minutes from May 28, 2024 meeting.
6. Business – Updates to Upcoming & Past Events
 - a. Cicadas 2024 Project: Voting on Submissions
A special meeting was held at Village Hall, Committee of the Whole Room, at 4:30 pm. Leslie Allison-Seei, Mary Brunner-Hintz, Carla Graf, Beenish Khurshid and Junior Commissioner Azana Jackson were present to vote. There were 60 entries total. The age groups were ages 1-6, ages 7-12 and ages 13 – no age limit. Top 5 entries in each age group were selected and voted upon with a number from 1-5. Totals were added and winner was determined.

- b. Kites & Kicks: There was a very good turnout this year. 2 of the Cicada winners from the coloring contest came to event. The kite flying was extremely popular and Kathy suggested that next year we set a specific time to start the kick-ball games, 1:30 pm. Dave provided great music and the raffle calling the kids names was a big hit. Many prizes were given out. The party trailer was a big help.
 - c. Landscape Awards: We will not be voting by month but will have 3 winners
 - d. Planters: Bird Sanctuary, parking lot, Clocktower (2), Walgreens (1), Mobil (1) and BP (1). Gina will put in a request to move to Prairie Path
 - e. Autumn Jubilee: Carla talked with several business' regarding a hayride. Having trouble as now many are booked for our date, October 12 from 12pm – 6pm but also need a certificate of insurance. Volo website had a spooky bus and Delorian – potential for next year. Gina said she will check on wagon-tractor and labor.
 - f. Tent for Next Year: Needing a better tent. KD Canopy as a possible vendor.
7. Commissioner Comments: Mary verified that the Village owns the clocktower. Azana had a couple ideas she shared, Christmas Secret Santa Gifts and snacks for the movie nights
 8. Chairperson Comments: Leslie has (3) tickets for the promo show in July if Eliza and Mary can attend with her.
 9. Village Board Liaison Comments: Cari attended Kites n' Kicks and it was a great event. Dave did a great job as DJ. Suggested weights for tents. Also wanted to make sure that the events we run are not in competition with Parks n' Rec events. Would like to see more collaboration
 10. Village Staff Comments: Gina was concerned about Cari's "competition" comment as she feels that is not the attitude of Parks N' Rec Department
 11. Adjournment: 7:01 pm

Respectfully submitted,

Kathy Halloran
F.U.N. Commission Secretary

Public participation is invited. **When called upon, please approach the microphone and state your name. Kindly limit your remarks to three (3) minutes.**

VILLAGE OF VILLA PARK
Village of Villa Park, Committee of the Whole Room
20 S. Ardmore Avenue Villa
Park, IL 60181

Environmental Concerns Commission July 25, 2024 7:00 PM

Chairperson: Robert Wagner

Commissioners: Joe Amore, Marianne Greco, Sandra Hill, Ellen Jurkonis,
Allan Leishman, and Lynn Smith

1. **Call to Order - Roll Call** – The meeting was called to order at 7:12 p.m. with a quorum consisting of Commissioners Wagner, Leishman, Amore, Greco, Hill, and Jurkonis. Commissioner Smith was an excused absence. Also attending was Vassili Voskresenski from the Public Works Department.
2. **Public Comments on Agenda Items** - None
3. **Amendments to the Agenda** - None
4. **Consent Agenda**
 - a. Approval of Minutes of June 27, 2024 Meeting Minutes – A motion by Commissioner Greco seconded by Commissioner Amore to accept the minutes passed and the minutes were approved.
5. **Business**
 - a. **Report of the Bike, Pedestrian and Transit Subcommittee** – Chairman Leishman reported on the recent Strategic Planning Meeting which resulted in 6 priorities which will lead to goals. Details on the list are available in the BPTS minutes. Discussion also included the parking situation in the 2 Village business areas.
 - b. **Follow-up on Spring Sweep 2024** – Chairman Wagner indicated it has been difficult to get volume data from vendors and he has prepared a draft of his report. He has contacted Earth Paint for Spring Sweep 2025.
 - c. **Update on Keep America Beautiful** – This item was tabled until the August meeting when Commissioner Smith is available. The cost of the program is a consideration.

d. Update on Community Research on Climate and Urban Science (CROCUS)

Program – Chairman Wagner will be receiving more information after a conversation with Scott Collis at the Argonne Labs revealed that sites are being selected for the program.

e. Update on Change to Commission Structure (Adding a Junior Commissioner and Creating a Native Plants/Pollinator Gardens/Sustainable Landscape Subcommittee)

– The Village Board passed an ordinance allowing for junior commissioners on July 15th. Ivan Figaro indicated he will be completing an application. Chairman Wagner has asked about the legal ruling on Villa Park resident, has offered to work with the ECC on landscaping issues in the Village.

f. Community Outreach / Communication (National Night Out, Autumn Jubilee, Pumpkin Smash, Cooking Oil Collection & Social Media Posts – Commissioners Hill and Wagner will attend National Night Out on Tuesday, August 6th from 5:30 until 8. The Autumn Jubilee is October 12th and provides an opportunity for ECC involvement. The Pumpkin Smash will be a week later than usual on November 9th. Discussion on the date change was held and this year it will continue to be on the date scheduled by SCARCE. The Cooking Oil Collection will be the Saturday after Thanksgiving. Social Media posts were assigned as follows:

Commissioner Hill – World Nature Day – completed

World Honey Bee Day, August 21

World Clean-Up Day, September 16

Commissioner Jurkonis – Plastic Bag recycling for schools – postponed

Cardboard shortage posting, September 7

Commissioner Wagner – World Rivers Day, September 29

Note: Commissioner Greco attended the meeting until 7:38 and was excused from the rest of the meeting.

g. Lead Service Lines – Chairman Wagner reported that with the assistance of Lynn Smith and Suzanne McVey, Riley Pillar will be working on developing material for residents on Lead Service Lines.

h. Possible Tours (DART, International Paper, Sugar Creek Golf Course, and Salt Creek Sanitary District – Commissioner Amore invited members to the DART tour in Aurora on Monday, August 5 which will also include members of the Lombard Garden Club. Diane Blair Sherlock is inviting ECC members to a tour of International Paper in Carol Stream on Thursday, August 8. Registration required. Kevin Goss invited members to a tour on Wednesday, July 31st at 12:30 to see the progress on the project at Sugar Creek Golf Course. Chairman Wagner invited members to a tour he could set up soon at the Salt Creek Sanitary District.

6. Public Comments on Non-Agenda Items - None

7. **Commissioner Comments** – Commissioner Leishman said there will be a public hearing on August 8, 2024 on the RTA funding situation. No location has been indicated. He also learned of IDOT grants which are part of plan to improve bike and pedestrian networks. He indicated that the BPTS may want to encourage the Village to apply. Commissioner Amore briefly shared information on the Villa Avenue Improvement project and information about federal funding for grade closure elimination. Commissioner Hill informed the ECC of the addition of landscaping resources which are available at the VPPL.
8. **Chairman Comments** – Chairman Wagner – shared information on:
-training for the Illinois River Watch and the mapping of Salt Creek,
-the ECC budget still having \$815.58 available,
-a reminder to ECC members to complete the Open Meetings training,
-Aggregate including Charging Station Instructions
-a referendum to increase funding for DuPage Forest Preserve District on the November ballot
9. **Village Board Liaison Comments** - None
10. **Village Staff Comments** – None
11. **Adjournment** – A motion was made by Commissioner Leishman to adjourn with a second by Commissioner Hill. Meeting adjourned at 8:37 p.m.

Respectfully submitted,

Ellen Jurkonis

ECC Commissioner