



Next Ord No. 4446
Next Reso. No. 24074

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

Village Board of Trustees

November 11, 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**
- 7. Presentation**
 - a. Community F.U.N. Commission Presentation of Halloween Decoration Awards
 - b. Community F.U.N. Commission Autumn Jubilee Post Event Presentation
 - c. Presentation Determining the Tax Levy Estimate for 2024
- 8. Appointment to Commission**
- 9. Consent Agenda**
 - a. Bill Listings for the week of October 28, 2024 in the amount of \$648,875.12 & November 4, 2024 in the amount of \$4,546,621.52
 - b. Approval of the Minutes (revised) of the October 14th, 2024 Village Board of Trustees Meeting.
 - c. Approval of the Minutes of the October 28th, 2024 Village Board of Trustees Meeting.
 - d. Approval of the Minutes of the Special Meeting of the Village Board of Trustees on November 6, 2024 at 5:30 p.m.

10. Ordinance for First Reading

- a. An Ordinance Adopting Various Amendments to the Official Plan and Subdivision Regulations of the Villa Park Municipal Code

This Ordinance approves text amendments in Appendix B – Official Plan and Subdivision Regulations – Article I, Sections I, II, III, IV, V, VI, VII, Article II, Sections I, II, III, III.1, and V. 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 background check of the applicant.

12. Ordinances

- a. An Ordinance Providing for the Issue of \$756,500.00 General Obligation Limited Tax Bonds, Series 2024A, of the Village of Villa Park, DuPage County, Illinois and for the Levy of a Direct Annual Tax to Pay the Principal Of and Interest On Said Bonds

Annually, the Village sells bonds for the purpose of providing funds to pay debt service on the Village's General Obligation Refund Bonds (Alternative Revenue Source), Series 2017 and General Obligation Bonds (Alternative Revenue Source), Series 2022A. These alternate revenue bonds are to be funded by Rollover Bonds, issued each fall, which are paid back using our non-home rule debt service extension base (DSEB). The DSEB capacity provides some additional funding for capital purchases, such as vehicles and building improvements. The Rollover Bonds were competitively bid on November 7th, a favorable rate was received for a total aggregate principal of \$756,500.

13. Resolutions

- a. Resolution Authorizing the Village's 2025 Employee Health Insurance Program

This Resolution authorizes the Village Manager to enter into an agreement for the renewals the 2025 employee health insurance program. Agreements with the providers of the Village's employer-sponsored health insurance plans will expire on December 31, 2024. Staff recommends the Village continue with its agreement with Blue Cross Blue Shield of Illinois (BCBSIL) for employee and retiree health insurance effective January 1, 2025, with an overall anticipated increase of 7.18 percent. BCBSIL will also provide coverage for the Village's dental, life insurance, and critical illness plans. Staff also recommends staying with VSP for vision coverage. The proposed resolution would authorize the Village Manager to execute the various agreements with the health insurance providers for the 2025 renewal. Staff recommends approval of this resolution.

- b. 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 related to the Temporary Relocation of Fire Station #81 to the Recreational Facility Located at 338 N. Iowa Avenue, Villa Park, Illinois

This Resolution authorizes the Village Manager to execute an Agreement for professional architectural and engineering consulting services for the renovation needed for the temporary relocation of the Villa Park Fire Department at the Iowa Community Center (ICC) located at 338 N. Iowa Avenue, Villa Park, Illinois. The cost for the consulting services is estimated at \$24,700 plus expenses which are not estimated to exceed \$500. Staff recommends approval of the Resolution.

- c. Resolution of the Village of Villa Park Authorizing the Execution of an Agreement Between the Village of Villa Park and Old Republic Surety Company

The Resolution authorizes the Village Manager to execute the Settlement, Release and Assignment Agreement between the Village and Old Republic Surety Company to resolve the matter of the contract default with Valley Electrical. The Village would then release, discharge and cancel the original Performance Bond back to Surety and Surety agrees to pay the Village \$191,155. Staff recommends approval of this Resolution.

- d. Resolution Estimating the Tax Levy for 2024 in Compliance with the Truth and Taxation Law

Before the adoption of the tax levy ordinance, the Village must determine what its probable aggregate levy will be and compare it to the previous year's aggregate tax extension. The probable aggregate levy is the annual corporate levy not including debt service levies. The Village is tax-capped, so the majority of the levy can increase by the lesser of the Consumer Price Index or 5%. This Resolution estimates the percentage of the current year's probable aggregate levy over the property taxes extended for the preceding year is 2.8%. This is the first step in the annual levy process. A final levy ordinance will be considered for adoption in December.

14. Unfinished Business

- a. Discussion of the Village Board of Trustees Rules of Order and Procedures

At the request of Trustee Kozar the Rules of Order and Procedures for the Board of Trustees of the Village of Villa Park have been included for discussion.

15. New Business

16. Village Commission Reports

17. Village Clerk's Report

18. Village Trustees' Report

19. Village President's Report

20. Village Manager's Report

21. Executive Session

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.

Autumn Jubilee 2024

**The Villa Park
F.U.N. Commission**



Selfie Stations....



Special Guests



Highlights

1

We had 30 vendors which is an increase over last years 14. Many of them reached out to us asking to be part of our event. Many asked to be invited back next year.

2

People of all ages enjoyed the bus ride to our haunted trail. We were very fortunate to have Saint Genesius Productions group provide entertainment along the path.

3

Guests were hanging out before the event opened. People dressed up in costumes and we had a steady flow of people the entire day. We estimated approximately 750 people attended over last years 500.

Results



Results



Results



Results



Thank You

Leslie Allison-Seei
Mary Brunner-Hintze
Eliza Diederich
Carla Graf
Kathy Halloran
Azana Jackson
Cathie Maywood
Dave Samples

Liaisons

Cari Alfano
Gina Racanelli





VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on November 11, 2024

Covering weekly check runs dated for:

October 28, 2024/CY24... \$648,875.12

1 of 1

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF1028","1023 INT"
Invoice.Detail.Type = {<>} "Adjustment"
[Report].Voided = {<>}

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.210508 ESCROW: P. W. PROJECTS							
13970	HB BUILDERS LLC	1522 S EUCLID- BN	0	1522 S EUCLID- REMAINDER BND RELEASE	5,926.00 ✓	.00	
14030	MAO CONCRETE CORP	367 N LINCOLN - B	0	367 N LINCOLN - BOND RELEASE	600.00 ✓	.00	
Total 10.210508 ESCROW: P. W. PROJECTS:					6,526.00	.00	
10.231145 P&Z DEPOSIT: MISCELLANEOUS							
14028	ORTIZ, DIANE	PZ-24-16 Escrow	0	ESCROW REFUND	1,000.00 ✓	.00	
Total 10.231145 P&Z DEPOSIT: MISCELLANEOUS:					1,000.00	.00	
Total :					7,526.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	82.64 ✓	.00	
Total 10.511.00.210 TELEPHONE:					82.64	.00	
10.511.00.211 LEGAL SERVICES							
8151	GARDINER KOCH WEISBERG	21367	0	LEGAL SERVICES - WAWAK - SEPT 2024	1,430.00 ✓	.00	
Total 10.511.00.211 LEGAL SERVICES:					1,430.00	.00	
10.511.00.212 LEGAL SERVICES-POLICE							
13073	OTTOSEN DINOLFO	9789	0	SEPT HEARING COURT	916.50 ✓	.00	
Total 10.511.00.212 LEGAL SERVICES-POLICE:					916.50	.00	
10.511.00.299 OTHER CONTRACTUAL SERVICES							
541	ILLINOIS STATE POLICE	20240803196	0	FINGERPRINT FEES DRAW DOWN ACCT; VH	500.00 ✓	.00	
13968	STRATEGIC GOVERNMENT RESOUR	2024-108521	0	LOCAL GOVERNMENT LEADERSHIP ACADEMY - A.	1,800.00 ✓	.00	
12965	SUNCOM.TV	4027	0	BOARD MEETINGS & COMMISSION VIDEO RECOR	2,000.00 ✓	.00	
12965	SUNCOM.TV	4028	0	SETUP OF EQUIPMENT, TESTING, MEETINGS SEP	1,377.50 ✓	.00	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					5,677.50	.00	
10.511.00.399 OTHER SUPPLIES							
12965	SUNCOM.TV	100724	0	BOARD MEETING & COMMISSION PRODUCTIONS-	3,039.91 ✓	3,039.91	10/23/2024
Total 10.511.00.399 OTHER SUPPLIES:					3,039.91	3,039.91	
Total PUBLIC AFFAIRS:					11,146.55	3,039.91	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.00.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	82.64	.00	
Total 10.512.00.210 TELEPHONE:					82.64	.00	
10.512.01.270 MAINT OF OFFICE EQUIPMENT							
6849	CURRENT TECHNOLOGIES CORP	15211	0	EATON UPS BATTERY BACKUP	1,202.31	.00	
Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT:					1,202.31	.00	
10.512.01.299 OTHER CONTRACTUAL SERVICES							
6849	CURRENT TECHNOLOGIES CORP	15195	0	IT CONSULTANT	540.00	.00	
13759	HEARTLAND BUSINESS SYSTEMS LL	737541	0	MITEL PHONE SUPPORT	292.50	.00	
6942	IMAGETREND INC	111023	0	ELITE MOBILE FIRE INSPECTIONS ANNUAL FEE	358.22	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					1,190.72	.00	
Total MANAGER:					2,475.67	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	247.92 ✓	.00	
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	149.36 ✓	.00	
Total 10.514.00.210 TELEPHONE:					397.28	.00	
10.514.00.224 PERMIT FEE REIMBURSEMENT							
14027	MARTINEZ, GLORIA	500 N IOWA - SEW	0	PERMIT FEE REIMB	175.00 ✓	.00	
Total 10.514.00.224 PERMIT FEE REIMBURSEMENT:					175.00	.00	
Total COMMUNITY DEVELOPMENT:					572.28	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.299 OTHER CONTRACTUAL SERVICES							
40	ALLIED GARAGE DOOR INC	0000226507	0	20 W HOME REPLACE PHOTOEYE AND BRACKETS	497.17 ✓	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					497.17	.00	
Total BUILDINGS & GROUNDS:					497.17	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	41.32 ✓	.00	
Total 10.518.00.210 TELEPHONE:					41.32	.00	
10.518.00.215 SHOP SERVICES							
6430	CINTAS CORPORATION	4208687139	0	FLT UNIFORM & TOWELS	71.63 ✓	.00	
Total 10.518.00.215 SHOP SERVICES:					71.63	.00	
10.518.00.299 OTHER CONTRACTUAL SERVICES							
1148	STANDARD IND & AUTO EQUIP INC	WO-02357	0	IN GROUND LIFT REPAIRS REAR SEAL	2,205.00 ✓	.00	
Total 10.518.00.299 OTHER CONTRACTUAL SERVICES:					2,205.00	.00	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS							
13651	BRAD MANNING FORD INC	265337	0	FIRE O82 BRAKE PADS	405.62 ✓	.00	
13651	BRAD MANNING FORD INC	265634	0	PARKS 250 SHIFTER PARTS	100.82 ✓	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					506.44	.00	
10.518.00.315 INSPECTIONS AND SAFETY TESTS							
985	SUBURBAN DRIVELINE INC	70319	0	PW95 SAFETY LANE	45.00 ✓	.00	
Total 10.518.00.315 INSPECTIONS AND SAFETY TESTS:					45.00	.00	
10.518.00.322 HAND TOOLS							
949	SNAP-ON INDUSTRIAL	62781701	0	SCANNER UPDATE, SOCKET	898.68 ✓	.00	
Total 10.518.00.322 HAND TOOLS:					898.68	.00	
Total GARAGE:					3,768.07	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.202 TRAINING & CONFERENCES							
6425	KRUPICZOWICZ, JAMES	10212024	0	TRAINING MEAL REIMBURSEMENT DET KRUPICZ	46.94 ✓	.00	
782	O'HERRON CO INC, RAY	2372404	0	FACE SHIELD	172.83 ✓	.00	
Total 10.520.01.202 TRAINING & CONFERENCES:					219.77	.00	
10.520.01.210 TELEPHONE							
6298	VERIZON WIRELESS	9975248867	0	POLE CAMS, EMPL&SQUAD CELL SVC	926.56 ✓	.00	
Total 10.520.01.210 TELEPHONE:					926.56	.00	
10.520.01.263 POST RETIREMENT BENEFITS							
1877	BREGMAN, MARC	NOV 2024	0	POST RETIREMENT BENEFIT; NOV 2024	125.00 ✓	.00	
676	MCNAMARA, JAMES J	NOV 2024	0	POST RETIREMENT BENEFIT; NOV 2024	125.00 ✓	.00	
1713	SUBJECT, DAVID	NOV 2024	0	POST RETIREMENT BENEFIT; NOV 2024	125.00 ✓	.00	
1134	ZORICH, EDWARD	NOV 2024	0	POST RETIREMENT BENEFIT; NOV 2024	125.00 ✓	.00	
Total 10.520.01.263 POST RETIREMENT BENEFITS:					500.00	.00	
10.520.08.299 OTHER CONTRACTUAL SERVICES							
1177	EQUIFAX INFORMATION SVCS LLC	2062545532	0	OCT 2024 CREDIT REPORT 9/18-10/17/2024	30.00 ✓	.00	
13663	VERIZON WIRELESS-VSAT (subp)	9022372371	0	TOWER DUMP FOR VPPC2401285	85.00 ✓	.00	
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:					115.00	.00	
10.520.08.399 OTHER SUPPLIES							
13664	AT&T (subpo)	528433	0	PEN ORDER FOR INVESTIGATION	120.00 ✓	.00	
13664	AT&T (subpo)	530105	0	PEN ORDER FOR INVESTIGATION	350.00 ✓	.00	
14023	EVIDENT	244563	0	EVIDENCE SUPPLIES	413.42 ✓	.00	
Total 10.520.08.399 OTHER SUPPLIES:					883.42	.00	
10.520.09.299 OTHER CONTRACTUAL SERVICES							
14032	BRECHBUHLER SCALES INC	18000857	0	SCALE FOR WEIGHING TRUCKS	200.00 ✓	.00	
13851	DELTA SONIC CAR WASH SYSTEMS I	INV-0019392	0	UNLIMITED WASHES 8/24-9/27/2024	165.00 ✓	.00	
12052	ILLINOIS DEPT OF AGRICULTURE	102324	0	LAW ENFORCEMENT SCALE INSPECTION	800.00 ✓	.00	
7019	NORTHERN ILLINOIS POLICE ALARM	15321	0	ANNUAL/BLDG/COMM/MEMBERSHIP ASSESMEN	1,655.00 ✓	.00	
12431	WASHU LLC	484	0	14 BASIC CAR WASHES 9/2024	42.00 ✓	.00	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					2,862.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.09.301 UNIFORMS							
7356	JG UNIFORMS INC	137647	0	FT CSO RAITANO UNIFORM	632.75 ✓	.00	
7356	JG UNIFORMS INC	138056	0	CSO DEBARTOLO UNIFORM	543.85 ✓	.00	
7356	JG UNIFORMS INC	138057	0	CSO RAITANO UNIFORM	288.00 ✓	.00	
782	O'HERRON CO INC, RAY	2369551	0	UNIFORM FOR FT CSO RAITANO	75.60 ✓	.00	
13825	THE EAGLE UNIFORM COMPANY INC	15471-3	0	BULLETPROOF VEST /BALLISTIC PKG OFC MCMA	1,110.00 ✓	.00	
Total 10.520.09.301 UNIFORMS:					2,650.20	.00	
10.520.09.399 OTHER SUPPLIES							
12724	KELDER THREADS	3790	0	CREATE EMBROIDERY FOR PD RECORDS DEPT	166.06 ✓	.00	
Total 10.520.09.399 OTHER SUPPLIES:					166.06	.00	
Total POLICE:					8,323.01	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	165.28 ✓	.00	
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	49.96 ✓	.00	
Total 10.521.01.210 TELEPHONE:					215.24	.00	
10.521.01.263 POST RETIREMENT BENEFITS							
5264	BARTON, MICHAEL	NOV 2024	0	POST RETIREMENT BENEFIT; NOV 2024	125.00 ✓	.00	
6520	BLASKOVICH, ERIC	NOV 2024	0	POST RETIREMENT BENEFIT; NOV 2024	125.00 ✓	.00	
6085	SPARGER, JEFFREY	NOV 2024	0	POST RETIREMENT BENEFIT; NOV 2024	125.00 ✓	.00	
4899	VICELLI, LOUIS	NOV 2024	0	POST RETIREMENT BENEFIT; NOV 2024	125.00 ✓	.00	
Total 10.521.01.263 POST RETIREMENT BENEFITS:					500.00	.00	
Total FIRE:					715.24	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	165.28 ✓	.00	
Total 10.523.02.210 TELEPHONE:					165.28	.00	
10.523.02.299 OTHER CONTRACTUAL SERVICES							
13386	IL DEPT OF HEALTHCARE	GEMTFY24243	0	GEMT 3RD & 4TH QUARTER 2023	295,130.38 ✓	.00	
13386	IL DEPT OF HEALTHCARE	GEMTFY24243	0	GEMT 1ST & 2ND QUARTER 2024	218,672.17 ✓	.00	
Total 10.523.02.299 OTHER CONTRACTUAL SERVICES:					513,802.55	.00	
Total AMBULANCE/PARAMEDIC:					513,967.83	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.524.02.299 OTHER CONTRACTUAL SERVICES							
13205	KUUSAKOSKI US LLC	A-12753	0	ELECTRONIC RECYCLING	1,316.32	.00	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:					1,316.32	.00	
Total GARBAGE:					1,316.32	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	24.98 ✓	.00	
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	23.66 ✓	.00	
Total 10.525.01.210 TELEPHONE:					48.64	.00	
10.525.25.219 UTILITY - ELECTRIC							
1053	CONSTELLATION NEWENERGY INC	69185026001 8/24	0	118 S VILLA AVE; 8/9-9/10/24	77.29 ✓	.00	
1053	CONSTELLATION NEWENERGY INC	69185028601 8/24	0	1 S CENTRAL LITE RT/25; 8/9-9/10/24	465.73 ✓	.00	
Total 10.525.25.219 UTILITY - ELECTRIC:					543.02	.00	
10.525.25.395 STREET SIGN MATERIALS							
8906	TRAFFIC CONTROL & PROTECTION L	8919	0	HARDWARE FOR STREET SIGNS	188.45 ✓	.00	
Total 10.525.25.395 STREET SIGN MATERIALS:					188.45	.00	
10.525.26.347 CAST IRON ITEMS							
592	GREAT LAKES CONCRETE LLC	254048	0	4" INVERT FRAME	320.00 ✓	.00	
Total 10.525.26.347 CAST IRON ITEMS:					320.00	.00	
Total STREET:					1,100.11	.00	
Total CORPORATE FUND:					551,408.25	3,039.91	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
19.520.01.212 LEGAL SERVICES - POLICE DUI							
434	SMITH & FULLER	7103	0	LEGAL SERVICES DUI 8/2024	1,490.40	.00	
Total 19.520.01.212 LEGAL SERVICES - POLICE DUI:					1,490.40	.00	
19.520.01.401 DUI TECHNOLOGY CAPITAL OUTLAY							
13566	STOP STICK LTD	0035459-IN	0	STOP STICK KIT	1,570.00	.00	
Total 19.520.01.401 DUI TECHNOLOGY CAPITAL OUTLAY:					1,570.00	.00	
Total POLICE:					3,060.40	.00	
Total DUI TECHNOLOGY FUND:					3,060.40	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	247.92	.00	
Total 35.502.01.210 TELEPHONE:					247.92	.00	
Total GENERAL:					247.92	.00	
Total RECREATION FUND:					247.92	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	247.92 ✓	.00	
Total 36.502.01.210 TELEPHONE:					247.92	.00	
36.502.02.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	74.94 ✓	.00	
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	6.76 ✓	.00	
Total 36.502.02.210 TELEPHONE:					81.70	.00	
36.502.02.401 CAPITAL OUTLAY							
1110	WESTMORE SUPPLY CO	M54558	36000	LUFKIN PATHWAY STONE	1,979.64 ✓	.00	
1110	WESTMORE SUPPLY CO	M54565	36000	LUFKIN PATHWAY STONE	1,616.68 ✓	.00	
1110	WESTMORE SUPPLY CO	M54568	36000	LUFKIN PATHWAY STONE	2,184.00 ✓	.00	
1110	WESTMORE SUPPLY CO	M54570	36000	LUFKIN PATHWAY STONE	618.00 ✓	.00	
1110	WESTMORE SUPPLY CO	M54571	36000	LUFKIN PATHWAY STONE	1,664.50 ✓	.00	
1110	WESTMORE SUPPLY CO	M54574	36000	LUFKIN PATHWAY STONE	2,237.50 ✓	.00	
1110	WESTMORE SUPPLY CO	M54577	36000	LUFKIN PATHWAY STONE	2,159.00 ✓	.00	
1110	WESTMORE SUPPLY CO	M54578	36000	LUFKIN PATHWAY STONE	312.00 ✓	.00	
1110	WESTMORE SUPPLY CO	M54582	36000	LUFKIN PATHWAY STONE	2,353.00 ✓	.00	
1110	WESTMORE SUPPLY CO	M54583	36000	LUFKIN PATHWAY STONE	628.00 ✓	.00	
1110	WESTMORE SUPPLY CO	M54590	36000	LUFKIN PATHWAY STONE	2,201.00 ✓	.00	
1110	WESTMORE SUPPLY CO	M54609	36000	LUFKIN PATHWAY STONE	1,522.00 ✓	.00	
1110	WESTMORE SUPPLY CO	M54654	36000	LUFKIN PATHWAY STONE	1,125.50 ✓	.00	
1110	WESTMORE SUPPLY CO	M54670	36000	LUFKIN PATHWAY STONE	2,364.00 ✓	.00	
1110	WESTMORE SUPPLY CO	M54798	36000	LUFKIN PATHWAY STONE	143.92 ✓	.00	
1110	WESTMORE SUPPLY CO	M54799	36000	LUFKIN PATHWAY STONE	334.88 ✓	.00	
Total 36.502.02.401 CAPITAL OUTLAY:					23,443.62	.00	
Total GENERAL:					23,773.24	.00	
Total PARKS FUND:					23,773.24	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.292 ENGINEERING SERVICES							
10841	CHRISTOPHER BURKE ENGINEERING	195675	0	CDBG 2025-2026 GRANT APPLICATION ASSISTANC	4,336.81 ✓	.00	
Total 60.502.02.292 ENGINEERING SERVICES:					4,336.81	.00	
60.502.02.299 OTHER CONTRACTUAL SERVICES							
11820	TAPCO	1787550	0	RRFB & BLINKER SIGN SYSTEM	14,791.40 ✓	.00	
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	37.34 ✓	.00	
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	41.32 ✓	.00	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:					14,870.06	.00	
60.502.03.292 ENGINEERING SERVICES							
11655	EDWIN HANCOCK ENGINEERING CO	24-0810	0	WISCONSIN (VERMONT TO RIDGE) PHASE 2 & PH	25,560.00 ✓	.00	
Total 60.502.03.292 ENGINEERING SERVICES:					25,560.00	.00	
Total GENERAL:					44,766.87	.00	
Total STREET IMPROVEMENT FUND:					44,766.87	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
68.502.10.299 OTHER CONTRACTUAL SERVICES							
14024	NACYK, CASIMIR	001	0	DRAINAGE ASSISTANCE PROGRAM REIMBURSEM	3,500.00 ✓	.00	
Total 68.502.10.299 OTHER CONTRACTUAL SERVICES:					3,500.00	.00	
Total GENERAL:					3,500.00	.00	
Total STORMWATER BUYOUT FUND:					3,500.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	3.34 ✓	.00	
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	82.64 ✓	.00	
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	149.36 ✓	.00	
Total 82.502.01.210 TELEPHONE:					235.34	.00	
82.502.01.303 DUES & PUBLICATIONS							
65	AMERICAN WATER WORKS ASSN	SO178250	0	AMERICAN WATER ASSOCIATION - MEMBERSHIP	2,422.00 ✓	.00	
Total 82.502.01.303 DUES & PUBLICATIONS:					2,422.00	.00	
82.502.02.219 UTILITY - ELECTRIC							
1053	CONSTELLATION NEWENERGY INC	69184984301 8/24	0	CORNELL PUMP STN; 8/9-9/10/24	140.01 ✓	.00	
Total 82.502.02.219 UTILITY - ELECTRIC:					140.01	.00	
82.502.02.293 LABORATORY TESTING							
13535	PACE ANALYTICAL SERVICES LLC	247218540	0	UCMR5 WATER SAMPLES	950.00 ✓	.00	
Total 82.502.02.293 LABORATORY TESTING:					950.00	.00	
82.502.02.344 CONCRETE - REDI MIX							
1110	WESTMORE SUPPLY CO	R116565	0	2 1/2 TDS CEMENT 1031 S SUMMIT	711.25 ✓	.00	
1110	WESTMORE SUPPLY CO	R116830	0	3 YDS OF CEMENT 703 S SUMMIT	716.00 ✓	.00	
1110	WESTMORE SUPPLY CO	R116851	0	3 YDS OF CEMENT 744 S ARDMORE	783.50 ✓	.00	
Total 82.502.02.344 CONCRETE - REDI MIX:					2,210.75	.00	
82.502.02.355 FIRE HYDRANT REPAIR PARTS							
1135	ZIEBELL WATER SERVICE	267322-000	0	HYDRANTS & ACCESSORIES FOR STOCK	3,592.00 ✓	.00	
Total 82.502.02.355 FIRE HYDRANT REPAIR PARTS:					3,592.00	.00	
82.502.02.399 OTHER SUPPLIES							
340	EARTH INC	24627	0	BLACK DIRT FOR PARWAY RESTORATION	200.00 ✓	.00	
1135	ZIEBELL WATER SERVICE	267352-000	0	HYDRANT OIL	360.00 ✓	.00	
Total 82.502.02.399 OTHER SUPPLIES:					560.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total GENERAL:					10,110.10	.00	
Total WATER SUPPLY FUND:					10,110.10	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	3.38 ✓	.00	
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	112.02 ✓	.00	
13410	VERIZON WIRELESS PW	9974905522	0	WIRELESS SERVICE FROM 08/27/24 TO 09/26/24	41.32 ✓	.00	
Total 83.502.01.210 TELEPHONE:					156.72	.00	
83.502.02.219 UTILITY - ELECTRIC							
1053	CONSTELLATION NEWENERGY INC	69185035801 8/24	0	WWFTF ; 8/9-9/10/24	1,928.87 ✓	.00	
Total 83.502.02.219 UTILITY - ELECTRIC:					1,928.87	.00	
83.502.02.344 CONCRETE - REDI MIX							
1110	WESTMORE SUPPLY CO	R116488	0	2 1/2 YDS CEMENT 239 ASTOR	700.00 ✓	.00	
1110	WESTMORE SUPPLY CO	R116708	0	2 YDS OF CEMENT 212 W ST. CHARLES	607.75 ✓	.00	
1110	WESTMORE SUPPLY CO	R116767	0	6 YRDS CONCRETE 245 E SIDNEY	1,077.00 ✓	.00	
1110	WESTMORE SUPPLY CO	R116892	0	2 YDS OF CEMENT 635 N WISCONSIN	619.00 ✓	.00	
1110	WESTMORE SUPPLY CO	R117322	0	3 YDS OF CEMENT	806.00 ✓	.00	
1110	WESTMORE SUPPLY CO	R117390	0	2 YDS OF CEMENT 50 S SUMMIT	574.00 ✓	.00	
1110	WESTMORE SUPPLY CO	R117394	0	2 YDS OF CEMENT 110 S VILLA	574.00 ✓	.00	
1110	WESTMORE SUPPLY CO	R117927	0	3 YDS OF CEMENT 51 W MONROE	716.00 ✓	.00	
1110	WESTMORE SUPPLY CO	R117951	0	2 YDS OF CEMENT 102 W MONROE	574.00 ✓	.00	
Total 83.502.02.344 CONCRETE - REDI MIX:					6,247.75	.00	
83.502.02.399 OTHER SUPPLIES							
331	DUPAGE TOPSOIL INC	057969	0	BLACK DIRT FOR PARKWAY RESTORATION	175.00 ✓	.00	
Total 83.502.02.399 OTHER SUPPLIES:					175.00	.00	
83.502.02.401 CAPITAL OUTLAY							
14027	MARTINEZ, GLORIA	500 N IOWA - SEW	0	500 N IOWA - SEWER REIMBURSEMENT	3,500.00 ✓	.00	
Total 83.502.02.401 CAPITAL OUTLAY:					3,500.00	.00	
Total GENERAL:					12,008.34	.00	
Total WASTEWATER FUND:					12,008.34	.00	
Grand Totals:					648,875.12	3,039.91	

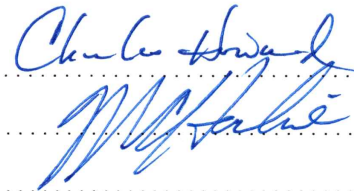
Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
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	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>551,408.25</u>
DUI TECHNOLOGY FUND	
Total DUI TECHNOLOGY FUND:	<u>3,060.40</u>
RECREATION FUND	
Total RECREATION FUND:	<u>247.92</u>
PARKS FUND	
Total PARKS FUND:	<u>23,773.24</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>44,766.87</u>
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	<u>3,500.00</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>10,110.10</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>12,008.34</u>
Grand Totals:	<u><u>648,875.12</u></u>

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

DATE 10/23/24

APPROVED BY


.....
.....
.....

Amount Paid

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF1028","1023 INT"



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on November 11, 2024

Covering weekly check runs dated for:

November 4, 2024/CY24... ..\$4,546,621.52

1 of 1

Report Criteria:
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF1104","1024 INT","1030 INT"
Invoice.Detail.Type = {<>} "Adjustment"
[Report].Voided = {IS NULL}

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.210508 ESCROW: P. W. PROJECTS							
8163	VITO IOZZO PLUMBING INC	133 E ADAMS-PRK	0	133 E ADAMS-PRKWY BND	1,200.00 ✓	.00	
Total 10.210508 ESCROW: P. W. PROJECTS:					1,200.00	.00	
10.40002 PERS PROP REPLACEMENT TAXES							
10834	VILLA PARK PUBLIC LIBRARY	OCTOBER 2024 PP	0	TO REIMBURSE PPRT - OCTOBER 2024	16,546.75 ✓	.00	
Total 10.40002 PERS PROP REPLACEMENT TAXES:					16,546.75	.00	
Total :					17,746.75	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.201 LEGAL NOTICES							
4184	DAILY HERALD	308877	0	PUBLIC LEGAL NOTICE -PUBLIC HRG - GO BONDS	64.40	.00	
Total 10.511.00.201 LEGAL NOTICES:					64.40	.00	
10.511.00.211 LEGAL SERVICES							
12541	ROBBINS SCHWARTZ	994800	0	LEGAL SERVICES (GENERAL MATTER) SEPT2024	215.00	.00	
12541	ROBBINS SCHWARTZ	994801	0	LEGAL SERVICES - ADMIN ADJUDICATIONS AUG 2	161.25	.00	
12541	ROBBINS SCHWARTZ	994802	0	LEGAL SERVICES SEPT 2024 DREAMLAND-HUANG	161.25	.00	
12541	ROBBINS SCHWARTZ	994803	0	LEGAL SERVICES SEPT 2024 MULAWA (CED)	161.25	.00	
Total 10.511.00.211 LEGAL SERVICES:					698.75	.00	
10.511.00.212 LEGAL SERVICES-POLICE							
12541	ROBBINS SCHWARTZ	994799	0	LEGAL SERVICES - PROSECUTIONS - SEPT 2024	2,483.75	.00	
Total 10.511.00.212 LEGAL SERVICES-POLICE:					2,483.75	.00	
10.511.00.299 OTHER CONTRACTUAL SERVICES							
12329	298A ROOSEVELT RD LLC	5.2023-4.2024	0	SALES TAX INCENTIVE- MAY 2023 - APRIL 2024	16,896.57	.00	
13968	STRATEGIC GOVERNMENT RESOUR	2024-108741	0	LOCAL GOVERNMENT LEADERSHIP ACADEMY - A.	1,800.00	.00	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					18,696.57	.00	
10.511.00.656 FIRE & POLICE COMMISSION							
523	ILLINOIS FIRE CHIEFS ASSN	7362A	0	LT. PROMOTIONAL TESTING	9,520.00	.00	
13073	OTTOSEN DINOLFO	9773	0	F&P LEGAL SVCS RETAINER	950.00	.00	
10333	RUIZ, PATTY	AUG24	0	BFPC ADMIN RECORDING SRVC	100.00	.00	
10333	RUIZ, PATTY	OCT24	0	BFPC ADMIN RECORDING SRVC	100.00	.00	
10333	RUIZ, PATTY	SEP24	0	BFPC ADMIN RECORDING SRVC	100.00	.00	
Total 10.511.00.656 FIRE & POLICE COMMISSION:					10,770.00	.00	
10.511.00.671 PARKS & REC ADVISORY COMMISSI							
12059	ELGENESS, CATHRINE	102124	0	PARKS&REC ADVISORY COMMISSION SECRETAR	75.00	.00	
12059	ELGENESS, CATHRINE	102124	0	PARKS&REC ADVISORY COMMISSION SECRETAR	75.00	.00	
Total 10.511.00.671 PARKS & REC ADVISORY COMMISSI:					150.00	.00	
Total PUBLIC AFFAIRS:					32,863.47	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.00.299 OTHER CONTRACTUAL SERVICES							
192	DUPAGE COUNTY RECORDER	40598211	0	PTAX FILING	114.00 ✓	.00	
Total 10.512.00.299 OTHER CONTRACTUAL SERVICES:					114.00	.00	
10.512.01.299 OTHER CONTRACTUAL SERVICES							
13715	FIRST ARRIVING IO INC	4160	0	DASHBOARD RENEWAL	1,440.70 ✓	.00	
12773	GRANICUS	190911	0	GRANICUS FOIA MODULE - OCT TO DEC 2024	2,170.55 ✓	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					3,611.25	.00	
Total MANAGER:					3,725.25	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.224 PERMIT FEE REIMBURSEMENT							
14036	HAGERTY, PATRICIA	1132 S EUCLID-HO	0	PERMIT FEE REIMB	250.00	.00	
Total 10.514.00.224 PERMIT FEE REIMBURSEMENT:					250.00	.00	
10.514.00.270 MAINT OF OFFICE EQUIPMENT							
6269	KONICA MINOLTA BUSINESS	9010162327	0	COPY CHARGES OCT 2024	22.33	.00	
Total 10.514.00.270 MAINT OF OFFICE EQUIPMENT:					22.33	.00	
10.514.00.289 INSPECTORS FEES							
13523	CHADA, MICHAEL	OCTOBER 2024	0	OCTOBER PLUMBING INSPECTIONS	780.00	.00	
4659	ELEVATOR INSPECTION SVC CO INC	126900	0	ELEVATOR INSPECTIONS	89.00	.00	
Total 10.514.00.289 INSPECTORS FEES:					869.00	.00	
10.514.00.299 OTHER CONTRACTUAL SERVICES							
192	DUPAGE COUNTY RECORDER	40598211	0	CD LEINS	798.00	.00	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					798.00	.00	
Total COMMUNITY DEVELOPMENT:					1,939.33	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.261 INSURANCE CLAIM LOSSES							
4855	WRECK ROOM INC, THE	10-21-24	0	REPAIRS TO 2017 NISSAN SENTRA	3,661.47 ✓	.00	
Total 10.515.00.261 INSURANCE CLAIM LOSSES:					3,661.47	.00	
Total CENTRAL SERVICES:					3,661.47	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.299 OTHER CONTRACTUAL SERVICES							
8501	JOHNSON CONTROLS SECURITY SOL	40654167	0	VH WIRELESS FIRE ALARM MONITORING	186.35 ✓	.00	
8501	JOHNSON CONTROLS SECURITY SOL	40654168	0	MUSEUM WIRELESS FIRE ALARM	186.35 ✓	.00	
13806	PEERLESS FENCE GROUP	132511	0	AUTOMATED GATE REPAIRS AT THE FLEET FACILI	768.08 ✓	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					1,140.78	.00	
Total BUILDINGS & GROUNDS:					1,140.78	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.299 OTHER CONTRACTUAL SERVICES							
13965	LANGTON GROUP	61180	0	METRA OCTOBER	2,131.00	.00	
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:					2,131.00	.00	
Total COMMUTER PARKING LOT:					2,131.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS							
13651	BRAD MANNING FORD INC	265679	0	CD 36 COOLANT HOSE, RECOVERY BOTTLE	155.12	.00	
13651	BRAD MANNING FORD INC	FOCS148300	0	FIRE O82 WATER PUMP	2,841.23	.00	
1099	WENTWORTH TIRE SERVICE	40082833	0	PD 192 TIRES (4)	559.44	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					3,555.79	.00	
10.518.00.315 INSPECTIONS AND SAFETY TESTS							
985	SUBURBAN DRIVELINE INC	70359	0	FLEET 33 SAFETY LANE	45.00	.00	
985	SUBURBAN DRIVELINE INC	70364	0	PARKS 258 SAFETY LANE	45.00	.00	
Total 10.518.00.315 INSPECTIONS AND SAFETY TESTS:					90.00	.00	
10.518.00.322 HAND TOOLS							
949	SNAP-ON INDUSTRIAL	62792982	0	HAND TOOLS MISC	86.43	.00	
Total 10.518.00.322 HAND TOOLS:					86.43	.00	
Total GARAGE:					3,732.22	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.212 POLICE ADMIN TRI-TOWN Y GRANT							
13944	TRI-TOWN YMCA	NI10619	0	POLICE SOCIAL NEDFYS	20,000.00 ✓	.00	
Total 10.520.01.212 POLICE ADMIN TRI-TOWN Y GRANT:					20,000.00	.00	
10.520.01.299 OTHER CONTRACTUAL SERVICES							
6849	CURRENT TECHNOLOGIES CORP	15241	0	CAMERA REPLACEMENT	431.57 ✓	.00	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:					431.57	.00	
10.520.07.280 DUCOMM							
305	DU-COMM	19164	0	QUARTERLY SHARES 11/-1/2025	133,627.00 ✓	.00	
305	DU-COMM	19207	0	FACILITY LEASE & OPERATION 11/1/24-1/31/25	5,310.75 ✓	.00	
Total 10.520.07.280 DUCOMM:					138,937.75	.00	
Total POLICE:					159,369.32	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.210 TELEPHONE							
5665	STAPLETON, STEVEN	AUG24	0	PERS DEVICE USAGE REIMB	24.99	.00	
5665	STAPLETON, STEVEN	AUG24	0	PERS DEVICE PHONE REIMB	24.99	.00	
5665	STAPLETON, STEVEN	JUL24	0	PERS DEVICE USAGE REIMB	24.99	.00	
5665	STAPLETON, STEVEN	JUL24	0	PERS DEVICE PHONE REIMB	24.99	.00	
5665	STAPLETON, STEVEN	SEP24	0	PERS DEVICE USAGE REIMB	24.99	.00	
5665	STAPLETON, STEVEN	SEP24	0	PERS DEVICE PHONE REIMB	24.99	.00	
Total 10.521.01.210 TELEPHONE:					149.94	.00	
10.521.01.280 DUCOMM							
305	DU-COMM	19236	0	EDISPATCH SERVICES 11.24-04.25	300.00	.00	
Total 10.521.01.280 DUCOMM:					300.00	.00	
10.521.01.299 OTHER CONTRACTUAL SERVICES							
12431	WASHU LLC	485	0	VEHICLE WASH	6.00	.00	
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:					6.00	.00	
10.521.01.399 OTHER SUPPLIES							
11023	VPFD	01137	0	STAFF REFRESHMENTS	33.00	.00	
Total 10.521.01.399 OTHER SUPPLIES:					33.00	.00	
10.521.21.311 PROGRAM SUPPLIES							
6934	REPOSH, FRANK	11123	0	HALLOWEEN CANDY	139.93	.00	
Total 10.521.21.311 PROGRAM SUPPLIES:					139.93	.00	
10.521.22.299 OTHER CONTRACTUAL SERVICES							
14031	J&D INGENUITIES LLC	2790	0	LO11 COMMUNICATION FAILURE	746.50	.00	
13753	LOMBARD ACE HARDWARE (FIRE AC	258384	0	STABLE FUEL FOR GENERATORS	88.56	.00	
13753	LOMBARD ACE HARDWARE (FIRE AC	258387	0	STABLE FUEL FOR GENERATORS	8.59	.00	
8088	ROCK VALLEY PUBLISHING LLC	462100	0	BFPC CLASSIFICATION AD	28.50	.00	
Total 10.521.22.299 OTHER CONTRACTUAL SERVICES:					872.15	.00	
Total FIRE:					1,501.02	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.524.02.299 OTHER CONTRACTUAL SERVICES							
13205	KUUSAKOSKI US LLC	A-12764	0	ELECTRONIC RECYCLING	1,012.30	.00	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:					1,012.30	.00	
Total GARBAGE:					1,012.30	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.28.285 DISPOSAL EXPENSE							
13817	MIDWEST COMPOST LLC	7891	0	DISPOSAL OF WOODCHIPS AND STUMP GRINDIN	144.00	.00	
Total 10.525.28.285 DISPOSAL EXPENSE:					144.00	.00	
Total STREET:					144.00	.00	
Total CORPORATE FUND:					228,966.91	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.317 OFFICE SUPPLIES							
1818	GARVEY'S OFFICE PRODUCTS	PINV2625465	0	OFFICE SUPPLIES - COPY PAPER/ FOLDERS/ CAR	269.48 ✓	.00	
1818	GARVEY'S OFFICE PRODUCTS	PINV2627245	0	OFFICE SUPPLIES - COPY PAPER - CARD STOCK -	165.84 ✓	.00	
Total 35.502.01.317 OFFICE SUPPLIES:					435.32	.00	
35.502.16.299 OTHER CONTRACTUAL SERVICES							
8501	JOHNSON CONTROLS SECURITY SOL	40654166	0	ICC WIRELESS FIRE ALARM MONITORING	186.35 ✓	.00	
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:					186.35	.00	
35.502.36.299 OTHER CONTRACTUAL SERVICES							
6763	SMITH, VIOLET R	101624	0	CY24 CONTRACTUAL YOGA INSTRUCTION AUG -	405.00 ✓	.00	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					405.00	.00	
35.502.36.311 PROGRAM SUPPLIES							
5568	HOLY COW SPORTS INC	241994	0	PRESCHOOL FIELD TRIP SHIRTS	605.00 ✓	.00	
6682	MICHAEL ANTHONY'S PIZZA	139959	0	9/26 LETS DO LUNCH CARRY OUT	176.00 ✓	.00	
6682	MICHAEL ANTHONY'S PIZZA	139965	0	OCT BDAY LUNCH	233.00 ✓	.00	
6682	MICHAEL ANTHONY'S PIZZA	139969	0	CY24 DINNER VOLUNTEER- HALLOWEEN HAPPEN	80.00 ✓	.00	
Total 35.502.36.311 PROGRAM SUPPLIES:					1,094.00	.00	
Total GENERAL:					2,120.67	.00	
Total RECREATION FUND:					2,120.67	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.02.299 OTHER CONTRACTUAL SERVICES							
13965	LANGTON GROUP	61180	0	ARDMORE AVE BEDS & BRIDGE OCTOBER	840.00	.00	
13965	LANGTON GROUP	61180	0	NORTH AVE, FD 81, FD 82, GW TRAIL BEDS OCTOB	1,140.00	.00	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:					1,980.00	.00	
36.502.02.401 CAPITAL OUTLAY							
13892	INNOVATION LANDSCAPE INC	7-10.22.24	36000	LUFKIN PARK RENOVATION AND TURF PUNCH LIS	73,785.59	.00	
Total 36.502.02.401 CAPITAL OUTLAY:					73,785.59	.00	
Total GENERAL:					75,765.59	.00	
Total PARKS FUND:					75,765.59	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.03.325 GENERAL EQUIPMENT PARTS							
6557	GLENROCK COMPANY, THE	1607127	0	SIKAQUICK VOH 44LB BAGS, SPONGE FLOAT 38 B	129.13	.00	
Total 41.502.03.325 GENERAL EQUIPMENT PARTS:					129.13	.00	
Total GENERAL:					129.13	.00	
Total SWIMMING POOL FUND:					129.13	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
50.502.86.690 PRINCIPAL-ROLLOVER BONDS							
13031	REPUBLIC BANK OF CHICAGO	2023 BOND	0	PRINCIPAL-ROLLOVER BONDS	726,500.00	726,500.00	10/30/2024
Total 50.502.86.690 PRINCIPAL-ROLLOVER BONDS:					726,500.00	726,500.00	
50.502.86.691 INTEREST- ROLLOVER BONDS							
13031	REPUBLIC BANK OF CHICAGO	2023 BOND	0	INTEREST-ROLLOVER BONDS	29,881.75	29,881.75	10/30/2024
Total 50.502.86.691 INTEREST- ROLLOVER BONDS:					29,881.75	29,881.75	
Total GENERAL:					756,381.75	756,381.75	
Total DEBT SERVICE FUND:					756,381.75	756,381.75	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.299 OTHER CONTRACTUAL SERVICES							
11820	TAPCO	1789718	0	RRFB	17,512.00	.00	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:					17,512.00	.00	
60.502.03.292 ENGINEERING SERVICES							
8965	V3 COMPANIES OF ILLINOIS	0824253	0	IOWA & VERMONT PHASE 3 ENGINEERING	15,665.73	.00	
8965	V3 COMPANIES OF ILLINOIS	0924169	0	IOWA & VERMONT PHASE 3 ENGINEERING	11,501.89	.00	
Total 60.502.03.292 ENGINEERING SERVICES:					27,167.62	.00	
60.502.03.299 OTHER CONTRACTUAL SERVICES							
5476	MARTAM CONSTRUCTION INC	IOWA & VERMONT	0	IOWA & VERMONT PROJECT	421,590.91	421,590.91	10/24/2024
Total 60.502.03.299 OTHER CONTRACTUAL SERVICES:					421,590.91	421,590.91	
Total GENERAL:					466,270.53	421,590.91	
Total STREET IMPROVEMENT FUND:					466,270.53	421,590.91	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY							
14029	SECOND CHANCE CARDIAC Solutio	24-009-4917	0	ZOLL AED 3 PACKAGE	21,525.00 ✓	.00	
14029	SECOND CHANCE CARDIAC Solutio	24-009-4917	0	FLUSH MOUNT STEEL WALL CABINET WITH ALAR	816.00 ✓	.00	
14029	SECOND CHANCE CARDIAC Solutio	24-009-4917	0	SEMI RECESSED STEEL WALL CABINET WITH ALA	326.40 ✓	.00	
14029	SECOND CHANCE CARDIAC Solutio	24-009-4917	0	TRIANGULAR AED WALL SIGN	252.00 ✓	.00	
14029	SECOND CHANCE CARDIAC Solutio	24-009-4917	0	CPR UNI-PADS III UNIVERSAL	781.80 ✓	.00	
14029	SECOND CHANCE CARDIAC Solutio	24-009-4917	0	ZOLL AED 3 TRAINER UNIT	1,181.50 ✓	.00	
14029	SECOND CHANCE CARDIAC Solutio	24-009-4917	0	REPLACEMENT UNI-PADZ TRAINING PADS	107.70 ✓	.00	
14029	SECOND CHANCE CARDIAC Solutio	24-009-4917	0	VOLUME DISCOUNT	600.00- ✓	.00	
Total 65.502.02.401 CAPITAL OUTLAY:					24,390.40	.00	
Total GENERAL:					24,390.40	.00	
Total EQUIPMENT REPLACEMENT FUND:					24,390.40	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.401 CAPITAL OUTLAY							
13909	3F CORPORATION	713-16	35011	LIONS REC CENTER SEPTMBER 24 CONSTRUCTI	271,584.00 ✓	.00	
13882	ABBEY PAVING & SEALCOATING CO I	713-16	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUC	22,140.00 ✓	.00	
13881	ABSOLUTE FIRE PROTECTION INC	713-16	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUC	3,733.00 ✓	.00	
13897	AMBER MECHANICAL CONTRACTOR	713-16	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUC	40,337.00 ✓	.00	
13884	AMERICAN GRADING INC	713-16	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUC	80,788.00 ✓	.00	
5862	AQUA PURE ENTERPRISES INC	0151643-IN	0	JEFFERSON POOL LINER	90,250.00 ✓	.00	
13890	BREEZY HILL LANDSCAPING INC	713-16	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUC	32,728.00 ✓	.00	
13883	CHAMPION DRYWALL INC	713-16	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUC	306,122.00 ✓	.00	
13889	D & D PLUMBING	713-16	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUCT	88,425.00 ✓	.00	
13870	DOUGLAS FLOOR COVERING INC	713-16	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUC	60,390.00 ✓	.00	
13870	DOUGLAS FLOOR COVERING INC	713-16A	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUC	200,025.00 ✓	.00	
13871	GARBE IRON WORKS INC	713-16	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUC	8,320.00 ✓	.00	
13891	GC ROOFING LLC	713-16	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUC	35,939.00 ✓	.00	
13827	GREENGARD INC	0033708	35011	NEW REC CENTER CONSTRUCTION LAYOUT AND	670.00 ✓	.00	
13908	J. HAMILTON ELECTRIC CO INC	713-16	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUC	475,241.00 ✓	.00	
13874	LARSON EQUIPMENT & FURNITURE C	713-16	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUC	82,417.00 ✓	.00	
11835	LRS LLC	PS626035	35011	CY24 PORTABLE TOILET FOR VPRC CONSTRUCTI	700.00 ✓	.00	
13888	MATAN'S PAINTING AND DECORATIN	713-16	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUC	18,693.00 ✓	.00	
13895	MCI HOLDINGS INC	713-16	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUCT	130,860.00 ✓	.00	
13895	MCI HOLDINGS INC	713-16A	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUCT	15,692.00 ✓	.00	
13907	MCKINNEY STEEL & SALES INC	713-16	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUC	39,420.00 ✓	.00	
13872	STRAUB BUILDERS INC	713-16	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUC	184,527.00 ✓	.00	
13872	STRAUB BUILDERS INC	713-16A	0	LIONS REC CENTER SEPTEMBER '24 CONSTRUC	197,910.00 ✓	.00	
13627	W.B. OLSON INC	713-16	35011	LIONS REC CENTER SEPTEMBER '24 CONSTRUCT	138,291.00 ✓	.00	
Total 67.502.02.401 CAPITAL OUTLAY:					2,525,202.00	.00	
67.502.02.402 NON-CAPITAL OUTLAY							
470	ANDERSON LOCK	7115216	0	PW GREEN GARAGE SOUTH DOOR REPLACEMEN	3,122.48 ✓	.00	
12943	INDUSTRIAL DOOR COMPANY OF CHI	485	0	DOOR REPAIRS AT STATION 81	1,995.00 ✓	.00	
Total 67.502.02.402 NON-CAPITAL OUTLAY:					5,117.48	.00	
Total GENERAL:					2,530,319.48	.00	
Total BUILDING IMPROVEMENTS FUND:					2,530,319.48	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
68.502.02.292 ENGINEERING SERVICES							
8965	V3 COMPANIES OF ILLINOIS	0824540	0	PERMITTING; ROOSEVELT W 0113	1,676.46 ✓	.00	
Total 68.502.02.292 ENGINEERING SERVICES:					1,676.46	.00	
Total GENERAL:					1,676.46	.00	
Total STORMWATER BUYOUT FUND:					1,676.46	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.210 TELEPHONE							
9265	COULTER, DANIEL	SEPTMEBER 2024	0	PERSONAL DEVICE REIMB; SEPTEMBER 2024	24.99 ✓	.00	
9265	COULTER, DANIEL	SEPTMEBER 2024	0	USAGE REIMB; SEPTEMBER 2024	24.99 ✓	.00	
5176	JESSEN, DENNIS	OCTOBER 2024 CE	0	PERS DEVICE PHONE REIMB; OCTOBER 2024	24.99 ✓	.00	
5176	JESSEN, DENNIS	OCTOBER 2024 CE	0	USAGE REIMBURSEMENT; OCTOBER 2024	24.99 ✓	.00	
Total 82.502.01.210 TELEPHONE:					99.96	.00	
82.502.01.321 PURCHASE OF WATER							
330	DUPAGE WATER COMMISSION	2024 SEPTEMBER	0	SEPTEMBER WATER PUMPAGE 2024	270,099.00 ✓	.00	
Total 82.502.01.321 PURCHASE OF WATER:					270,099.00	.00	
82.502.02.274 METER REPAIRS							
6618	CORE & MAIN	V776239	0	WATER METER PARTS	2,038.34 ✓	.00	
Total 82.502.02.274 METER REPAIRS:					2,038.34	.00	
82.502.02.292 ENGINEERING SERVICES							
8965	V3 COMPANIES OF ILLINOIS	0824253	0	IOWA & VERMONT PHASE 3 ENGINEERING	15,665.73 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0924169	0	IOWA & VERMONT PHASE 3 ENGINEERING	11,501.89 ✓	.00	
Total 82.502.02.292 ENGINEERING SERVICES:					27,167.62	.00	
82.502.02.353 SERVICE CONNECTION MATERIALS							
6618	CORE & MAIN	V535916	0	WATER SERVICE LINE PARTS	2,206.50 ✓	.00	
Total 82.502.02.353 SERVICE CONNECTION MATERIALS:					2,206.50	.00	
82.502.02.354 WATER METERS							
6618	CORE & MAIN	V682186	0	1 1/2" & 2" OMNI METER CHAMBERS	15,964.42 ✓	.00	
6618	CORE & MAIN	V725608	0	3/4S IPERL 1G 3-TS 7WHL SM	19,740.00 ✓	.00	
Total 82.502.02.354 WATER METERS:					35,704.42	.00	
82.502.02.355 FIRE HYDRANT REPAIR PARTS							
6618	CORE & MAIN	V813898	0	WATEROUS HYDRANTS FOR STOCK	9,457.00 ✓	.00	
Total 82.502.02.355 FIRE HYDRANT REPAIR PARTS:					9,457.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.02.401 CAPITAL OUTLAY							
5476	MARTAM CONSTRUCTION INC	IOWA & VERMONT	0	IOWA & VERMONT PROJECT	108,577.76	108,577.76	10/24/2024
Total 82.502.02.401 CAPITAL OUTLAY:					108,577.76	108,577.76	
Total GENERAL:					455,350.60	108,577.76	
Total WATER SUPPLY FUND:					455,350.60	108,577.76	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.48015 SEWER INSPECTION FEES							
14033	TOM FOSNOT	453 S Wisconsin	0	REFUND OF DUPLICATE PAYMENT	50.00 ✓	.00	
Total 83.48015 SEWER INSPECTION FEES:					50.00	.00	
Total :					50.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.02.224 PERMIT FEE REIMBURSEMENT							
14035	BERNICO, LANA	106 W KENILWORT	0	PERMIT FEE REIMB	200.00 ✓	.00	
Total 83.502.02.224 PERMIT FEE REIMBURSEMENT:					200.00	.00	
83.502.02.401 CAPITAL OUTLAY							
14035	BERNICO, LANA	106 W KENILWORT	0	106 W KENILWORTH-HOMEFLOODPREV	3,500.00 ✓	.00	
14036	HAGERTY, PATRICIA	1132 S EUCLID-HO	0	1132 S EUCLID-HOMEFLOODPREV	1,500.00 ✓	.00	
Total 83.502.02.401 CAPITAL OUTLAY:					5,000.00	.00	
Total GENERAL:					5,200.00	.00	
Total WASTEWATER FUND:					5,250.00	.00	
Grand Totals:					4,546,621.52	1,286,550.4	

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>228,966.91</u>
RECREATION FUND	
Total RECREATION FUND:	<u>2,120.67</u>
PARKS FUND	
Total PARKS FUND:	<u>75,765.59</u>
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	<u>129.13</u>
DEBT SERVICE FUND	
Total DEBT SERVICE FUND:	<u>756,381.75</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>466,270.53</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>24,390.40</u>
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	<u>2,530,319.48</u>
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	<u>1,676.46</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>455,350.60</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>5,250.00</u>

	<u>Amount Paid</u>
Grand Totals:	<u><u>4,546,621.52</u></u>

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

DATE 10/31/24 APPROVED BY Charles Howard
M. Kalis

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF1104","1024 INT","1030 INT"



VILLAGE OF VILLA PARK

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

Village Board of Trustees

October 14, 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 OCTOBER 14, 2024

1. Call to Order – Roll Call.

President Cuzzone called the meeting to order and Clerk Korynecky called the roll.
Trustee Corkery was absent.

2. Pledge of Allegiance.

President Cuzzone led the Pledge of Allegiance.

3. Amendments to the Agenda.

President Cuzzone said Item 12.a. will be removed from the agenda. Discussion ensued on the reason for Item 12.a being removed. President Cuzzone said it is being done at the request of the petitioner who would like more time to prepare additional information for the Board. Board members argued that they had postponed Item 12.a to the October 14, 2024 Board meeting. President Cuzzone said he has the authority as Village Board Chairman to remove an agenda item. Attorney Wolf clarified that the Village President, along with the Village Manager, are in charge of the agenda and President Cuzzone has the authority to remove an item from the agenda.

4. Public Comments on Agenda Items.

There were no participants.

5. Public Comments on Non-Agenda Items.

Resident Matt Weis referred to the property at 1330 S. Villa Avenue and was concerned for community safety due to the fact that rooms are being rented by the month and there is often police presence at the property.

Resident Danielle Weis referred to the property at 1330 S. Villa Avenue and complaints submitted to the Village with no response from staff. She also asked if this property is still a single family home.

Resident Michael Hess referred the 1330 S. Villa Avenue property and other similar properties where rooms are rented by the month and asked for an ordinance or regulations to hold the homeowner accountable for a vetting process and occupancy requirements.

Manager Harline said staff is working with the homeowner and looking at different avenues for enforcement. Attorney Wolf said the Village is continuing to evaluate the situation and Legal has commenced working with Community Development to evaluate it further and determine Village enforcement opportunities.

Nick Bretwisch, general manager for Leena's Wine & Coffee Bar, said the petitioner asked that Item 12.a be removed so they would have additional time for a site visit by Board members.

Discussion ensued on the consensus from the Board at the September 11, 2023 meeting to approve the petitioner's request for a liquor license.

6. Notice of Public Hearing on Intent to Sell General Obligation Bonds (Alternate Revenue Source).

6.a. Notice of Public Hearing Concerning the Intent of the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, to Sell Not to Exceed \$15,000,000 General Obligation Bonds (Alternate Revenue Source).

1. Call Meeting to Order – Roll Call.

President Cuzzone called the meeting to order at 7:50 p.m. and Clerk Korynecky called the roll.
Trustee Corkery was absent.

2. Discussion.

The purpose of the hearing is to receive public comments on the proposal to sell alternate bonds of the Village in an amount not to exceed \$15,000,000 for the purpose of financing eligible redevelopment project costs within the Village's St. Charles Road Commercial Corridor Tax Increment Financing District.

President Cuzzone said this is a long-range plan that will make the Village a better place.

3. Staff Comments.

Manager Harline said staff is in support of moving forward with the project and believe the presentation at Committee of the Whole explained that the Village will be able to cover the note with the project proposed and staff recommends drafting a bond ordinance after the public hearing.

President Cuzzone asked if the Village received any written comments regarding the proposed bond reading.
Manager Harline said the Village had not.

4. Public Comments.

There were no participants.

5. Adjournment.

Motion to adjourn public hearing was made by Trustee Cordova and seconded by Trustee Kumar. Roll call vote tallied six (6) ayes made by Trustees Patrick, Alfano, Cordova, Kozar, Kumar and President Cuzzone. There were no nays. Motion carried.

Consensus of the Board was for staff to draft a bond ordinance to sell General Obligation Alternate Revenue Source Bonds not to exceed \$15,000,000.

7. Proclamations.

7.a. Proclamation by President Cuzzone Recognizing the St. Alexander Church 100-Year Anniversary from October 17, 1924 – October 17, 2024.

7.b. Proclamation by President Cuzzone Recognizing November 15, 2024 as School Board Members Day.

7.c. Proclamation by President Cuzzone Recognizing October 2024 as Principal Appreciation Month.

7.d. Proclamation by President Cuzzone Celebrating the 50th Anniversary of the Villa Park Islamic Foundation.

8. Presentation.

9. Appointment to Commission.

10. Consent Agenda.

10.a. Bill Listing for the Weeks of September 23, 2024, September 30, 2024 and October 7, 2024 in the Amount of \$2,995,189.86.

Request by Trustee Alfano to remove Item 10.a from Consent Agenda.

10.b. Approval of Minutes of the September 23, 2024 Village Board of Trustees Meeting.

Request by Trustee Kozar to remove Item 10.b from Consent Agenda.

10.c. Approval of Minutes of the September 7, 2024 and October 5, 2024 Coffee with the Board Meetings.

10.d. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing a Memorandum of Understanding Between Public Safety Cadets of Virginia and the Villa Park Police Department Regarding a Program to Educate and Mentor Youth.

This resolution authorizes the Village Police Chief to execute a Memorandum of Understanding between Public Safety Cadets and the Village of Villa Park to cooperate on a program to educate and mentor youth. Staff recommends approval of the resolution.

Request by Trustee Patrick to remove Item 10.d. from Consent Agenda.

10.e. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Purchase of Automated External Defibrillators (AEDs) and Accessories from Second Chance Cardiac Solutions, Inc. of Yorkville, Illinois, at a Cost Not to Exceed \$24,390.40.

This resolution authorizes and directs the Village Manager to purchase 12 Zoll AEDs, 7 wall storage cabinets, 2 non-clinical AED Trainers and accessories from Second Chance Cardiac Solutions, Inc. of Yorkville, Illinois, for a total cost of \$24,390.40. The Village is purchasing the equipment from a joint purchasing agreement of the State of Illinois that competitively bid for the cost of the equipment. This is the first of two purchases of a similar cost and, so to avoid the appearance of trying to evade purchasing policy, this resolution is presented to the Board. Staff recommends approval of the resolution.

Motion to approve Items 10.c and 10.e was made by Trustee Cordova and seconded by Trustee Kumar. Roll call vote tallied six (6) ayes made by Trustees Patrick, Alfano, Kozar, Kumar, Cordova and President Cuzzone. There were no nays. Motion carried.

10.a. Bill Listing for the Weeks of September 23, 2024, September 30, 2024 and October 7, 2024 in the Amount of \$2,995,189.86.

Motion to approve Bill Listing was made by Trustee Cordova and seconded by Trustee Kumar. Trustee Alfano asked for clarification of an item on page 47. Finance Director Howard provided additional information. Roll call vote tallied six (6) ayes made by Trustees Alfano, Patrick, Cordova, Kumar, Kozar and President Cuzzone. There were no nays. Motion carried.

10.b. Approval of Minutes of the September 23, 2024 Village Board of Trustees Meeting.

Motion to approve the minutes was made by Trustee Kumar and seconded by Trustee Alfano. Attorney Wolf provided information on the Open Meetings Act in regards to postponing the vote. Discussion ensued. Motion to postpone approval of the minutes to the October 28, 2024 meeting was made by Trustee Patrick and seconded by Trustee Kozar. Roll call vote tallied five (5) ayes made by Trustees Cordova, Kumar, Patrick, Alfano and Kozar and one (1) nay by President Cuzzone. Motion carried.

11. Ordinance for First Reading.

11.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Chapter 3, Article III of the Village Code Creating a New Liquor License Category AAAA to Allow the Sale of Liquor at a Tavern Without Gaming.

This resolution amends Chapter 3, Article III – Licenses, to create a new type of liquor license that allows for the sale at retail of liquor for consumption on the premises and the sale of any alcoholic liquor at retail in original packages for consumption off the premises, but prohibits video gaming. Staff recommends approval of the ordinance if the Board wishes to establish this type of liquor license.

Motion to waive first reading was made by Trustee Kumar and seconded by Trustee Patrick. Some discussion ensued on establishing the new license. Manager Harline clarified the new license as described in the ordinance. Attorney Wolf provided additional clarification of the ordinance as directed by the Board. Roll call vote tallied six (6) nays made by Trustees Cordova, Alfano, Kozar, Patrick, Kumar and President Cuzzone. There were no ayes. Motion failed.

11.b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending the Villa Park Municipal Code in Order to Authorize the Village Manager to Enter into Contracts Consistent with the Manager's Purchasing Authority. *Approval of this ordinance authorizes an amendment to the Villa Park Municipal Code to vest the Village Manager with the authority to enter into contracts for the purchase of equipment, material, supplies and services necessary for the Village, consistent with the Manager's purchase authority of up to an amount of \$25,000.00, without requiring prior approval of the Board of Trustees. Staff recommends approval of this ordinance.*

Motion to waive first reading was made by Trustee Kumar and seconded by Trustee Cordova. Some discussion ensued on the ordinance. Roll call vote tallied six (6) ayes made by Trustees Patrick, Cordova, Kozar, Kumar, Alfano and President Cuzzone. There were no nays. Motion carried.

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

12. Ordinance for Second Reading.

12.a. 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.

13. Ordinances.

13.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Granting a Special Use for a Wireless Telecommunications Tower and Antenna for the Property Located at 1250 S. Ardmore Avenue in the Village of Villa Park, Illinois.

Staff recommends approval of the ordinance as presented.

Motion to approve the ordinance was made by Trustee Cordova and seconded by Trustee Kumar. Attorney Wolf referred to a memorandum attached to the agenda packet that explains why this action is recommended. She also said the consent order entered by the Judge orders the Village to approve this ordinance. Roll call vote tallied six (6) ayes made by Trustees Kozar, Alfano, Patrick, Cordova, Kumar and President Cuzzone. There were no nays. Motion carried.

14. Resolutions.

10.d. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizes the Village Police Chief to Execute a Memorandum or Understanding Between Public Safety Cadets of Virginia and the Villa Park Police Department Regarding a Program to Educate and Mentor Youth.

This resolution authorizes the Village Police Chief to execute a Memorandum of Understanding between Public Safety Cadets and the Village of Villa Park to cooperate on a program to educate and mentor youth. Staff recommends approval of the resolution.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Alfano. Police Chief Rivas provided additional information and responded to questions from the Board. Roll call vote tallied six (6) ayes made by Trustees Cordova, Kumar, Kozar, Alfano, Patrick and President Cuzzone. There were no nays. Motion carried.

14.a. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Bear Construction Company of Rolling Meadows, Illinois, Through Sourcewell for the Purchase and Installation of HVAC System – Fire Station 82.

This resolution authorizes the Village Manager to execute work order number 131373.00 issued by Sourcewell under Sourcewell Contract No.: IL-R1-GC-122122-BEA, for the purchase and installation of a 400 MBH Lochinvar Boiler and Mitsubishi Ductless Split A/C System and approving a contract with Bear Construction Company of Rolling Meadows, Illinois, on behalf of the Village of Villa Park, DuPage County, Illinois. These items are for improvements at Fire Station 82 through Sourcewell Purchasing Cooperative in a total amount of \$119,712.55. Funds are budgeted in the Village's CY 2024 Building Fund for this project. Qualifying Fire Department Grant Funds will also be utilized for this project as appropriate. Staff recommends approval of the resolution.

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

14.b. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Russo Power Equipment of Naperville, Illinois, for the Purchase of a Kubota RTV-X1100CWL-HS Through Sourcewell Purchasing Cooperative in a Total Amount of \$47,466.27.

This resolution authorizes the Village Manager to purchase a Kubota RTV-X1100CWL-HS with cab, rotary broom, bed mounted spreaders, V plow, safety equipment and other features listed on quote #2798749 under Sourcewell Purchasing Contract 122220-KBA. Russo's Power Equipment Inc. of Naperville, Illinois, is the Kubota dealer and Sourcewell agent for this machine. The price for the machine is \$47,466.27. Funds will be taken from the Equipment Fund/Capital Outlay account number 65.502.02.401. Staff recommends approval of this resolution.

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

14.c. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Purchase of a Toro Sand Pro 5040 from Reinders, Inc. of Mundelein Illinois, Through Sourcewell Purchasing Cooperative in the Amount of \$49,910.00.

The Village Manager is hereby authorized to execute a purchase order to purchase a Toro Sand Pro 5040 with Sport Field Edger, QAS Finish Grader, Groomer with Scarifier and Springtine. Drag Mat, Rahn QAS Lip Broom, hydraulics and other features listed on quote #Q145135 through the pre-bid Sourcewell Cooperative Purchasing Organization. Reinders of Mundelein, Illinois, Is the Toro dealer and Sourcewell agent for this machine. The price for the machine is

\$49,910. Funds will be taken from the Equipment Fund/Capital Outlay account number 65.502.02.401. Staff recommends approval of this resolution.

Motion to approve the resolution was made by Trustee Cordova and seconded by Trustee Alfano. Positive comments were made about the machine. Roll call vote tallied six (6) ayes made by Trustees Kumar, Cordova, Alfano, Kozar, Patrick and President Cuzzone. There were no nays. Motion carried.

14.d. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Intergovernmental Agreement with Illinois Department of Transportation for Implementing Intelligent Transportation Systems (ITS) Modernization Along Illinois Route 64.

This resolution authorizes the Village President to execute an Intergovernmental Agreement with Illinois Department of Transportation for Implementing Intelligent Transportation Systems (ITS) Modernization along IL Route 64. The Illinois Department of Transportation (IDOT) will begin a project on North Avenue to modernize the traffic signals with intelligent transportation systems (ITS) that includes signal timing, changeable message signs, new signing, traffic surveillance, ADA improvements along with all other necessary work. This work will also update the pre-emptive devices at the intersections of Westwood/Lincoln, Addison Road, Villa Avenue along with construction cost for signal improvements at Michigan and IL 64 which is the Village's responsibility. Staff recommends approval of the Intergovernmental Agreement (IGA) with the Illinois Department of Transportation (IDOT) to participate in their project to modernize the signals along IL 64 North Avenue.

Motion to approve the resolution was made by Trustee Kumar and seconded by Trustee Alfano. Public Works Director Guerra provided additional information and responded to questions from the Board. Manager Harline said there is a cost to the Village for the work to be done by the Village. Roll call vote tallied six (6) ayes made by Trustees Kozar, Alfano, Cordova, Kumar, Patrick and President Cuzzone. There were no nays. Motion carried.

14.e. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Membership Fees and Hours of Operation for the Villa Park Recreation Center.

This resolution would approve the rates for the first year of the Villa Park Recreation Center operation. The new Villa Park Recreation Center is scheduled to open to the public shortly after the new year begins. Memberships for the fitness center will go on sale in November of 2024 along with the hours of operation made public. Staff and the Parks and Recreation Advisory Commission (PRAC) recommend fees as listed and hours of operation as listed.

Motion to approve the resolution was made by Trustee Cordova and seconded by Trustee Kumar. Parks and Recreation Director Gola provided additional information on the new Recreation Center's operation and responded to questions from the Board. Gina Racanelli, Asst. Director of Parks, Recreation and Fleet provided additional information on programming and responded to questions from the Board.

Motion to postpone the resolution to the October 28, 2024 meeting was made by Trustee Alfano and seconded by Trustee Patrick. Roll call vote tallied six (6) ayes made by Trustees Kozar, Alfano, Cordova, Patrick, Kumar and President Cuzzone. There were no nays. Motion carried.

14.f. A Resolution of the Village of Villa Park, DuPage County, Illinois, Establishing the Regular Meeting Dates of the Village Board of Trustees, the Regular Meeting Dates of the Committee of the Whole, the Village Holidays and the Coffee with the Board dates for Calendar Year 2025.

This resolution establishes the meeting dates for the Regular Village Board of Trustees, Committee of the Whole and Coffee with the Village Board meetings and Village holiday schedule for the 2025 calendar year. The Open Meetings Act requires that every public body shall give public notice of the schedule of regular meetings at the beginning of each calendar year. The Villa Park Municipal Code establishes the regular meeting dates of the Board of Trustees for the second and fourth Monday of each month and the Committee of the Whole meeting dates for the second Monday of each month. The Board also establishes the holidays observed by the Village on an annual basis. Staff recommends approval of the resolution.

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

14.g. A Resolution of the Village of Villa Park, DuPage County, Illinois, to Approve and Authorize the Execution of a Two-Year Contract with Stryker Corporation for ProCare Services for Various Fire Department Equipment.

This resolution authorizes the Village Manager to sign a two-year maintenance contract with Stryker Medical for the ProCare Service Program. The contract covers the powered ambulance cot and load system on Medic 80, as well as the ProCare Service Program for the two cardiac monitors used on Engines 81 and 82. Staff recommends approval of the resolution.

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

14.h. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Execution of a Contract Extension with H&H Electric Company for Traffic Signal Maintenance for One Year.

This resolution authorizes the Village Manager to execute an extension of the Traffic Signal Maintenance Agreement with H&H Electric Company for one year for the same terms and rates on behalf of the Village of Villa Park, with such changes therein as may be approved by the Village Manager and Village Attorney. This contract includes monthly maintenance of the traffic signals along St. Charles Road for the intersections of Villa Avenue, Ardmore Avenue and Addison Road and make the necessary repairs. Staff recommends approval of the extension.

Motion to approve the resolution was made by Trustee Kumar and seconded by Trustee Patrick. Director Guerra provided additional information. Roll call vote tallied six (6) ayes made by Trustees Alfano, Cordova, Kumar, Kozar, Patrick and President Cuzzone. There were no nays. Motion carried.

14.i. A Resolution of the Village of Villa Park, DuPage County, Illinois, for the Utilization of Motor Fuel Tax Funds for the Village's Portion of the Intergovernmental Agreement with the Illinois Department of Transportation.

This resolution authorizes the Village of Villa Park, DuPage County, Illinois, to utilize a portion of the Village's Motor Fuel Tax Funds for its portion of the cost of the Intergovernmental Agreement with the Illinois Department of Transportation for the traffic signal modernization project. Staff recommends approval of this resolution.

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

15. Unfinished Business.

15.a. Village Hall Flag Status.

Manager Harline provided an update. Brian Roche, Asst. Director of Parks, Recreation and Fleet, provided additional details and said the flag pole may be installed in the base by the end of the week.

15.b. VPRC Update on New Programming.

Manager Harline said staff has prepared information on the new programming. Asst. Director Racanelli provided information on the proposed programs and a breakdown of the programs provided to the Board. She also responded to questions from the Board.

16. New Business.

16.a. Discussion and authorization for the Village Manager to enter into contracts or approve relevant change orders regarding the performance of roof terrace work for the Villa Park Recreation Center, with subsequent ratification by the Village Board of said contracts or change orders at the October 28, 2024 meeting.

Staff is requesting that the Board of Trustees authorize the Village Manager to enter into contracts to approve relevant change orders regarding the performance of roof terrace work and installation of a flag pole at the Villa Park Recreation Center with subsequent ratification by the Village Board of said contracts or change orders at the October 28, 2024 meeting. To complete the work of the terrace in a timely fashion, it will require a new contract with Breezy Hill Landscaping, Inc. (Breezy Hill) and change orders in excess of \$25,000 with GC Roofing, LLC (GC Roofing) and McKinney Steel and Sales, Inc. Timely acquisition of materials and initiation of the terrace construction that was authorized at the last meeting requires bringing this before the Board at this meeting.

Manager Harline provided additional information. Motion to approve the request was made by Trustee Cordova and seconded by Trustee Kumar. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Alfano, Kozar, Cordova, Kumar, Patrick and President Cuzzone. There were no nays. Motion carried.

17. Village Commission Reports.

18. Village Clerk's Report.

Clerk Korynecky had no report or recommendations.

19. Village Trustees' Report.

Trustee Alfano referred to the recent Fire Station Open House. She referred to the recent Autumn Jubilee and said it was well attended. She thanked Sarah Corkery and her group of actors for the stories they presented and the work done by the Parks and Recreation staff at the event. She said the Tri-Trail ribbon cutting is on Wednesday. She referred to liquor license fees and asked to review the fee structure. Trustee Alfano thanked the board for the difficult discussions the board members have that bring different perspectives to the issues and asks that the board remembers it is united in its commitment to the village, residents, and staff and for the board to strive for a respectful approach to the needed difficult conversations in the future.

Trustee Kumar asked about revenue from the gaming establishments. Director Howard and Manager Harline provided additional information. She expressed her concerns about Air B & Bs.

Trustee Patrick recognized the Fire Department on their recent Open House. He said the Autumn Jubilee was a great event and well attended. He referred to the upcoming election and asked people to be respectful of others. He also congratulated his wife on completing her first Chicago marathon.

Trustee Cordova said St. Alexander is hosting a blood drive tomorrow from 12 to 5 p.m. He also provided an update on the tax revenue received by the Village from gaming.

Trustee Kozar asked Attorney Wolf to provide information on the Village President's authority. He asked the Board to review the rules of order and procedure adopted by the Board and asked that it be on the agenda for discussion. He also commented on his request for a definition of hardship at the September 11, 2023 meeting.

20. Village President's Report.

President Cuzzone commended the Fire Department on their recent Open House. He said the Autumn Jubilee was well attended. He said the Clothes Mentor store had a ribbon cutting on October 12. He also said electronic recycling is on October 19 on Home Avenue from 9 a.m. to 12 p.m.

21. Village Manager's Report.

Manager Harline said the Tri-Trial Connector Ribbon Cutting is at Rotary Park on October 24 at 5 p.m. He passed out samples of the pool liner to the Board. He said a Budget Workshop will be on October 21 at 6 p.m. He also referred to rapid flashing beacons. Director Guerra provided additional information on where the beacons will be located.

22. Executive Session.

22.a. Pursuant to 5ILCS 120/2:

(c)(11) regarding litigation, when action against, affecting or on behalf of the Village has been filed and is pending before a court or when the Village finds that an action is probable or imminent.

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

23. Adjournment.

Motion to adjourn was made by Trustee Cordova and seconded by Trustee Alfano. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 10:48 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

October 28, 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 OCTOBER 28, 2024

1. Call to Order – Roll Call.

President Cuzzone called the meeting to order and Clerk Korynecky called the roll.
Trustee Corkery was absent.

2. Pledge of Allegiance.

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

3. Amendments to the Agenda.

Motion by Trustee Patrick to switch Items 12.b and 12.a and seconded by Trustee Alfano. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Kumar, Cordova, Kozar, Alfano, Patrick and President Cuzzone. There were no nays. Motion carried.

4. Public Comments on Agenda Items.

Resident Cheryl Tucker referred to Items 14.a, 14.b, 14.c and 14.d and asked the Board to approve these items related to the new recreation center. She also referred to Items 16.b and 16.c and asked for Board direction and recommendation to staff to move forward.

Dan Thomas, VFW Post 2801 Quartermaster, referred to Item 12.a and said the VFW liquor license and gaming provides needed income for the VFW.

Resident Mike Orlowski referred to Item 12.a and liquor licenses issued to various establishments on St. Charles Road and cited examples of a liquor license with gaming in locations that do not serve food.

Resident Tina Konstatos referred to Item 12.a and spoke against issuing the Class AAA liquor license to the new Leena's Wine & Coffee Bar establishment.

5. Public Comments on Non-Agenda Items.

Resident Larry Hebert referred to sidewalk repair at his residence by Public Works and explained that he paid the fee but was told they could not find his payment. Because of the delay in locating the check, repair of the sidewalk was delayed by 2 weeks and caused the homeowners hardship because they had coordinated the sidewalk repair with their own contractor for additional sidewalk replacement leading to their house. President Cuzzone said Public Works Director Guerra would contact Mr. Hebert to address his issue.

Bob Wagner, on the Environmental Concerns Commission, announced the commission's pumpkin smash event on Saturday, November 2 from 9 a.m. to 12 p.m. He also said the commission is partnering with the Salk Creek Sanitary District for collecting cooking oil on Saturday, November 30, from 9 a.m. to 12 p.m. at the Salt Creek Sanitary District location on Route 83.

Resident Mike Orlowski referred to the property at 261 E. Kenilworth and asked how staff is addressing the issue of a gravel parking for the entire front yard.

6. Notice of Public Hearing Under the Bond Notification Act.

6.a. Notice of Public Hearing Regarding the Proposed Issuance by the Village of Villa Park for Not to Exceed \$1,600,000.00 General Obligation Limited Tax Bond Series 2024A.

1. Call Meeting to Order – Roll Call.

President Cuzzone called the meeting to order at 7:16 p.m. and Clerk Korynecky called the roll. Trustee Corkery was absent.

2. Discussion.

The purpose of the public hearing is to take public comments regarding the proposal to issue, not to exceed \$1,600,000.00, General Obligation Limited Tax Bonds Series 2024A for the Village for the purpose of providing funds to pay debt service on the Village's General Obligation Refunding Bonds (Alternate Revenue Source) Series 2017 and General Obligation Bonds (Alternate Revenue Source) Series 2022A and to finance capital projects for the Village, namely capital expenditures for the purchase of equipment, including computer equipment, vehicles, utility trucks, police squad cars and equipment, dump trucks, maintenance trucks and cardiac monitors in and for the Village and for the payment of expenses incident thereto.

President Cuzzone asked for Trustee comments.

3. Trustee Comments.

Trustee Kozar asked if this bond is separate and apart from the Villa Avenue project. President Cuzzone confirmed that it is and said the issuance of the bonds is done every year.

4. Staff Comments.

There were no comments.

President Cuzzone asked if the Village received any written comments regarding the proposed bond issue. Assistant Village Manager McVey said the Village had not.

5. Public Comments.

Resident Cheryl Tucker asked about the incidentals. Attorney Brian Baugh explained that the incidentals are the expenses of the bond issue that will be paid from the bond proceeds.

6. Adjournment.

Motion to adjourn public hearing was made by Trustee Kumar and seconded by Trustee Cordova. Roll call vote tallied six (6) ayes made by Trustees Kumar, Patrick, Alfano, Kozar, Cordova and President Cuzzone. There were no nays. Motion carried. Meeting adjourned at 7:21 p.m.

7. Proclamations.

8. Presentation.

9. Appointment to Commission.

9.a. Video Production Commission

Appointment of Vincent Davis as commissioner for a term upon being sworn in until April 30, 2027.

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

10. Consent Agenda.

10.a. Approval of the Minutes of the October 14, 2024 Committee of the Whole Meeting and the September 23, 2024 and October 14, 2024 Village Board of Trustees Meetings and the 2025 Budget Workshop Meeting.

10.b. Bill Listings for the Weeks of October 14, 2024 and October 21, 2024 in the amount of \$582,049.21.

Motion to approve Consent Agenda was made by Trustee Cordova and seconded by Trustee Kumar. Trustee Alfano referred to comments she made on October 21, 2024 under Trustees' Report that weren't included in the minutes. Clerk Korynecky said Trustee Alfano's comments in the October 14 minutes would be noted in the October 28 minutes.

Motion by Trustee Alfano to amend the October 14, 2024 minutes regarding her comments and seconded by Trustee Patrick. Trustee Kumar asked if there would be any issues if the October 14 minutes weren't approved today. President Cuzzone said the minutes will be on the November 11 agenda and within the 30 days to approve the minutes. Trustee Kozar provided clarification on the timeframe for approving minutes. Roll call vote tallied six (6) ayes made by Trustees Kumar, Cordova, Alfano, Patrick, Kozar and President Cuzzone. There were no nays. Motion carried.

Roll call vote to approve the amended Consent Agenda tallied six (6) ayes made by Trustees Kumar, Patrick, Cordova, Alfano, Kozar and President Cuzzone. There were no nays. Motion carried.

11. Ordinance for First Reading.

11.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving Amendments to Chapter 3 of the Villa Park Municipal Code Related to the Fees for the Issuance and Annual Renewal of the Class L Liquor License. *This is an ordinance establishing fees for Liquor Licenses Class L – Banquets. Ordinance 4381 created the Class L License under Section 3-303 Classification. However, the approved ordinance did not establish an original issuance fee or annual fee as required under Sections 3-314 and 3-316. Staff requests waive of first reading as this is a non-substantive change and we are in respect of an application for an L license.*

Motion to waive first reading was made by Trustee Cordova and seconded by Trustee Kumar. Trustee Kozar asked when the fees were discussed. AVM McVey said the discussion was earlier this year. Trustee Alfano asked for additional information regarding Village fees compared to surrounding communities. Roll call vote tallied five (5) ayes made by Trustees Patrick, Kumar, Cordova, Kozar and President Cuzzone and one (1) nay by Trustee Alfano. Motion to approve the ordinance was made by Trustee Cordova and seconded by Trustee Kumar. Discussion ensued on license fees in the Village and other communities. Community and Economic Development Director McLaughlin provided additional information on liquor license fees and asked that the ordinance be approved due to a current application for an L license. He also responded to questions from the Board regarding gaming. Roll call vote tallied four (4) ayes made by Trustees Cordova, Kumar, Patrick and President and two (2) nays made by Trustees Alfano and Kozar. Motion carried.

12. Ordinance for Second Reading.

12.b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Chapter 3, Article III of the Village Code Creating a New Liquor License Category AAAA to Allow the Sale of Liquor at a Tavern, Without Gaming. *This ordinance amends Chapter 3 Article III – Licenses, to create a new type of liquor license that allows for the sale at retail of liquor for consumption on the premises and the sale of any alcoholic liquor at retail in original packages for consumption off the premises but prohibits video gaming. Staff recommends approval of the ordinance if the Board wishes to establish this type of liquor license.*

Motion to approve the ordinance was made by Trustee Kumar and seconded by Trustee Patrick. Trustee Kumar suggested better pricing for establishments applying for this license. Roll call vote tallied six (6) ayes made by Trustees Kumar, Alfano, Kozar, Cordova, Patrick and President Cuzzone. There were no nays. Motion carried.

12.a. 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. There was no second.

13. Ordinances.

13.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Authorizing the Execution of a Non-Exclusive Cathodic Protective Easement Agreement Between West Shore Pipeline Company and the Village of Villa Park, Illinois.

This ordinance authorizes the Village President to execute an agreement with West Shore Pipeline Company (West Shore) on behalf of the Village to provide an easement for West Shore to construct, reconstruct, operate, maintain, repair and replace a cathodic protection system. West Shore has agreed to pay the village \$7,110 in exchange for a ten-foot wide easement along the south side of Rotary Park. Staff recommends passage of the ordinance.

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

14. Resolutions.

14.a. A Resolution of the Village of Villa Park, DuPage County, Illinois, Waiving the Open and Competitive Bidding Requirements and Approving and Authorizing a Contract with Breezy Hill Landscaping, Inc. for the Furnishing, Delivery and Installation of Roof Terrace Improvements for the Villa Park Recreation Center in the amount of \$101,435.00.

This resolution ratifies a contract with Breezy Hill Landscaping, Inc. to be signed by the Village President to provide for furnishing, delivery and installation of roof terrace improvements and provide for payment of the prevailing rate of wages for the Villa Park Recreation Center. Staff recommends approval of the resolution.

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

14.b. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving and Ratifying the Village Manager's Execution of Certain Change Orders Regarding Roof Terrace and Improvements and Installation of a Facility Flagpole for the Villa Park Recreation Center Project.

This resolution approves and ratified the Village Manager's execution of certain change orders with McKinney Steel and Sales, Inc. subcontract change order #003 and GC Roofing LLC subcontract change order #005, along with Prime contract change order #057, associated with the increased costs for work related to the roof terrace improvements and the installation of a facility flagpole. Staff recommends approval of this resolution.

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

14.c. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving and Authorizing the Execution of a Change Order to the Electrical Contract with J. Hamilton Electric Company, Inc. of Elk Grove Village, Illinois, for the Lighting of the Ball Fields at the Villa Park Recreation Center.

This resolution authorizes the Village Manager to execute a change order in the amount of \$33,971 with J. Hamilton Electric Company, Inc. of Elk Grove Village, Illinois, for the furnishing, delivery and installation of electric for the construction of the Villa Park Recreation Center. This change order amends the scope of the project to allow for additional electrical work associated with the lighting at the Recreation Center ball fields. Staff recommends approval of this resolution.

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

14.d. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Membership Fees and Hours of Operation for the Villa Park Recreation Center.

This resolution would approve the rates for the first year of the Villa Park Recreation Center operation. The new Villa Park Recreation Center is scheduled to open to the public shortly after the new year begins. Memberships for the fitness center will go on sale in November of 2024 along with the hours of operation made public. A new memo from Parks & Recreation is attached below. This memo details the new youth rates which are incorporated into this resolution. Staff and the Parks and Recreation Advisory Commission (PRAC) recommend fees as listed and hours of operation as provided.

Motion to approve the resolution was made by Trustee Kumar and seconded by Trustee Cordova. Discussion ensued on the hours of operation and monthly rates. Director Gola provided additional information and responded to questions from the Board. AVM McVey provided additional information on early bird discounted rates that would be used in promoting the opening of the Recreation Center. Gina Racanelli, Asst. Director of Parks, Recreation and Fleet, responded to questions from the Board regarding the recommended rates as compared to other communities. Motion to amend the resolution for start time of 5:30 a.m.; resident fee of \$638 for family of 3 or more and \$575 early bird fee; for residents no added fee for additional children; for non-residents added fee of \$65 for additional children ages 12 to 23 and seconded by Trustee Cordova. Roll call vote tallied six (6) ayes made by Trustees Patrick, Cordova, Alfano, Kumar, Kozar and President Cuzzone. There were no nays. Motion carried.

Roll call vote on the amended resolution tallied six (6) ayes made by Trustees Kozar, Alfano, Cordova, Kumar, Patrick and President Cuzzone. There were no nays. Motion carried.

15. Unfinished Business.

15.a. Flag Status.

President Cuzzone thanked staff of setting up the flagpole and flag.

15.b. VPRC Updates.

Asst. Director Racanelli provided an update on the hiring of new personnel and programming and responded to questions from the Board. Director Gola provided additional programming information.

16. New Business.

16.a. Discussion of the Village Board of Trustees Rules of Order and Procedure.

At the request of Trustee Kozar, the Rules of Order and Procedure for the Board of Trustees of the Village of Villa Park have been included for discussion.

AVM McVey said Attorney Wolf is not at tonight's meeting to provide guidance but the item can be added to the next agenda when Attorney Wolf is present. Trustee Kozar expressed his opinion on what he considered nonsense at the last Board meeting and reviewed those actions. President Cuzzone said actions taken by him at the last Board meeting was by the advice of council. He also said, if the Board desires, this topic can be on the next agenda for discussion when Attorney Wolf will be present.

16.b. Villa Park Recreation Center – Proposed Text Amendment to Villa Park Zoning Ordinance Regarding Signs in R Zoning Districts.

In order to allow for the appropriate signage at the New Villa Park Recreation Center which is located in a residential zoning district, the Village requires a text amendment to Section 8.5, entitled "Signs in R Zoning Districts" of the Village's Zoning Ordinance. The proposed text amendment will allow public civic or institutional uses that are located in residential zoning districts with an approved special use permit, a maximum of one (1) wall sign per public building entrance leading to a lobby or other common area and a maximum of one (1) monument sign per street frontage, subject to the applicable regulations set forth in the Zoning Ordinance for such signs in non-residential zoning districts. Village staff is seeking the Village Board's direction and authorization to proceed with a petition before the Village's Planning and Zoning Commission regarding the requested text amendment.

Director McLaughlin provided additional information regarding the petition and responded to questions from the Board. Consensus of the board was to direct staff to proceed with the text amendment.

16.c. Improvements to Highridge Baseball Field in Cooperation with the Villa Park Youth Baseball Association.

Staff seeks direction on how to proceed with a plan to improve Highridge Baseball Field in cooperation with the Villa Park Youth Baseball Association (VPYBA). Staff from Parks & Recreation have held conversations with VPYBA on ways to improve Highridge Field and we support the project. However, since the land is village property, it would work better if the Village entered into the agreement with Sportsfields, Inc. of Alsip, Illinois. This would make insurance and other requirements easier to enforce and would protect VPYBA from any issues with unfinished work or liability. Staff recommends having a resolution and agreement drafted, in cooperation with VPYBA, to hire Sportsfields, Inc. to conduct improvements on Highridge Baseball Field.

Director Gola provided additional information and expressed his appreciation of the Villa Park Youth Baseball Association. Rocco Caifano, VPYBA President, thanked staff for working with them and provided additional information on working with Sportsfields, Inc. He also responded to questions from the Board. Consensus of the Board was to waive the \$9,000 fee for 2025.

17. Village Commission Reports.

17.a. Community F.U.N Commission

Acceptance of Minutes from the August 27, 2024 and September 24, 2024 Regular Meetings and the September 10, 2024 Special Meeting.

17.b. Video Production Commission

Acceptance of Minutes from the August 14, 2024 Meeting.

17.c. Environmental Concerns Commission's Bike, Pedestrian & Transit Subcommittee

Acceptance of Minutes from the July 25, 2024 Meeting.

17.d. Environmental Concerns Commission

Acceptance of Minutes from the August 22, 2024 Meeting.

18. Village Clerk's Report.

Clerk Korynecky had no report or recommendations.

19. Village Trustees' Report.

Trustee Patrick thanked the Veterans who came to the meeting tonight in support of VFW Post 2801. He also said he is accessible to hear from residents and provided his email kevinpatrick@invillapark.com.

Trustee Cordova reminded residents daylight savings time ends on November 3. He also apologized to the residents who came out tonight but were not given a chance to comment on a certain item on the agenda.

Trustee Kozar had no report or recommendations.

Trustee Alfano thanked new commission member Vincent Davis for volunteering. She announced Coffee with the Board on November 2. She also reminded residents to call 211 for services available from DuPage County.

Trustee Kumar referred to an item on the agenda and explained why she did second the motion. She also reminded residents of Halloween. She also commented on the decorated houses and safety measures for the children.

20. Village President's Report.

President Cuzzone referred to a recent DuPage County Managers and Mayors meeting and issues that were discussed. He asked residents to contact their state representatives with concerns they may have for their community. He referred to a recent ribbon cutting at the Old Globe. He said the Villa Avenue Trick or Treat event was on Saturday and he was one of the costume judges. He reminded residents that November 5 is election day and the Library is an early voting location. He said free leaf pick-up, in craft paper bags or 35 gallon containers, has begun and ends December 6. He announced the Knights of Columbus pancake breakfast at St. Alexander's on November 3 from 7 to 10 a.m.

21. Village Manager's Report.

AVM McVey provided information on planned renovations to the Video Cable room that will include an office for the IT Manager.

21.a. Quarterly Financial Report.

Finance Director Howard provided an update on the 4th quarter. He also responded to questions from the Board.

22. Executive Session.**22.a. Pursuant to 5ILCS 120/2:**

(c)(11) regarding litigation, when action against, affecting or on behalf of the Village has been filed and is pending before a court or when the Village finds that an action is probable or imminent.

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

23. 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 10:10 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk



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

Special Meeting

Village Board of Trustees

November 6, 2024

5:30 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 SPECIAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE
BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON
NOVEMBER 6, 2024**

1. Call to Order – Roll Call.

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

2. Pledge of Allegiance.

President Cuzzone led the Pledge of Allegiance.

3. Public Comments.

There were no participants.

4. Executive Session

5.a. Pursuant to 5ILCS 120/2:

(c)(11) regarding litigation, when action against, affecting or on behalf of the Village has been filed and is pending before a court or when the Village finds that an action is probable or imminent.

Motion to approve Executive Session was made by Trustee Cordova and seconded by Trustee Kumar. There were no questions, comments or discussion. Roll call vote tallied four (4) ayes made by Trustees Kozar, Kumar, Cordova and President Cuzzone. There were no nays. Motion carried.

5. Adjournment.

Motion to adjourn was made by Trustee Cordova and seconded by Trustee Kumar. Voice vote passed with all ayes. Meeting adjourned at 6:17 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk



MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: November 11, 2024
SUBJECT: An Ordinance Adopting Various Amendments to the Official Plan and Subdivision Regulations of the Villa Park Municipal Code

RECOMMENDED ACTION:

This Ordinance approves text amendments in Appendix B – Official Plan and Subdivision Regulations – Article I, Sections I, II, III, IV, V, VI, VII, Article II, Sections I, II, III, III.1, and V. Staff recommends approval of the Ordinance.

BACKGROUND:

As previously mentioned, the Code contains some deficiencies in the requirements and process for the approval of subdivisions. The official plan Article was removed as the Village now adopts a Comprehensive Plan as the guiding document for the Village through Resolution which is not embedded in the Municipal Code. Appendix B will now only include subdivision regulations. Article II for subdivision regulations includes revisions of definitions, submittal requirements and document contents, approval process to be consistent with current processes followed, correction of Commission, Board, and staff titles, addition of recording requirements, fees, and illegal recording requirements, addition of dead-end street requirements, clarification of street improvements for zoning districts rather than by uses which can be in multiple zoning districts, removal of duplicative requirements found elsewhere in the Code, and clarification of requirements for public park donations.

DISCUSSION: The proposed changes include:

- Article I - The Village Plan - Sections I, II, III, IV, V, VI, VII - Deleted as the Village's Comprehensive Plan is adopted as a separate document through Resolution and not codified within the Code.
- Article II
 - Section I
 - Definition of alley was updated
 - Section II
 - Required submittals were updated to reflect the current requirements which include fewer hard copies of documents and required submittal of a digital file

- Elimination of zoning of subject property and adjacent properties on the plat
- Additional clarification on requirements of when to show streets and other public facilities outside of the subject property
- Clarification that all easements are to be shown
- Removal of inclusion of building setback lines
- Removal of zoning within the subdivision
- Revision of plat approval process
 - Preliminary plat approval process clarifying the actions by staff, Planning and Zoning Commission, and Village Board
 - Preliminary plat approval timeline
 - Final plat approval process clarifying the actions by staff, Planning and Zoning Commission, and Village Board
 - Final plat requirements for inclusion on the plat document including identification and description, delineation, attendant items
 - Administrative plat approval
 - Revising the submittal requirements to one paper copy and one digital file and elimination of building setback lines being shown and dimensioned
 - Revision of processing fee
 - Elimination of submittal requirements requiring a paid property tax bill and a letter from the surveyor allowing the Village to record a plat
 - Requirements for final recording
 - Clarification that the Village will record completed plats within 90 days
 - Addition that a digital file of the plat must also be submitted
 - Clarification that a building permit will not be issued until a plat is recorded
 - Confirmation that fees may be adjusted over time
 - Clarification that recordings are not permitted to be made illegally and the Village may prosecute if a plat is recorded illegally
- Section III
 - Removal of mention of the official plan within all text
 - Updates to Commission names to be compliant with previous text amendments
 - Confirmation that streets should be laid out in an interconnected grid pattern
 - Dead-end street requirements updated and relocated within the Section
 - Schedule for Street Improvements updated to refer to zoning districts rather than types of uses
 - Additional requirements added to alleys specifying turning radii
 - Removal of lot requirements within this Section as they are covered elsewhere in the Code
 - Removal of parking requirements for apartments and multiple residences as they are covered elsewhere in the Code
 - Revision of requirements for double frontage lots to be compliant with how current lots are treated
 - Addition of requirements for public park donations of park land or fee in lieu of park land for any new residential subdivisions, new residential planned unit developments and any annexation of land including how donations are calculated for different housing types
- Section III.1
 - Removal of anti-monotony standards as they are duplicated elsewhere in the Code

- Section V
 - Removal of variations section as they are covered elsewhere in the Code

Ordinance No. _____

**AN ORDINANCE ADOPTING VARIOUS AMENDMENTS
TO THE OFFICIAL PLAN AND SUBDIVISION REGULATIONS
OF THE VILLA PARK MUNICIPAL CODE**

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 corporate authorities of the Village deem it to be in the best interest of the Village and its residents to amend various provisions to the Official Plan and Subdivision Regulations contained in Appendix B of the Villa Park Municipal Code.

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 Appendix B of the Villa Park Municipal Code is deleted in its entirety and hereby replaced with the provisions set forth in Exhibit A, attached hereto and incorporated herein.

Section 3: This Ordinance shall be in full force and effect upon its passage, approval, and publication in the manner 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

APPENDIX B - SUBDIVISION REGULATIONS

ARTICLE I. - Reserved.

ARTICLE II. - SUBDIVISION REGULATIONS

[Section 1. Compliance.]

Any person, firm or corporation, or any combination thereof desiring to obtain approval of a plat or a subdivision, dedication or vacation of property lying within the area included in the official plan shall comply with the following.

(Ord. No. 2156, Art. 2, 8-19-85)

Section I. - Definitions.

For the purpose of these regulations, certain words used herein are defined as follows:

- A. Subdivision. The term subdivision means the division of a parcel of land into two (2) or more lots or outlots for the purpose of transfer of ownership or development. The term includes resubdivision and, when appropriate to context shall relate to the process of subdividing or to the land subdivided.
- B. *Streets and alleys.* The term "street" means a way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, thruway, road, avenue, boulevard, lane, place or however other designated.
 - 1. Arterial streets and highways are those which are used primarily for fast or heavy traffic.
 - 2. Collector streets are those which carry traffic from minor streets to the major system of arterial streets and highways including the principal entrance streets of a residential development and streets for circulation within such a development.
 - 3. Minor streets are those which are primarily used for access to the abutting properties.
 - 4. Marginal access streets are minor streets which are parallel to and adjacent to arterial streets and highways and which provide access to abutting properties and protection from through traffic.
 - 5. Alleys are public or private right-of-way less than 22 feet wide that is primarily designed to serve as secondary access to the rear or side of those properties whose principal frontage is on some other street.

(Ord. No. 2156, Art. 2, § 1, 8-19-85)

Cross reference— Rules of construction and definition, [§ 1-102](#).

Section II. - Procedures and plat.

The procedure hereinafter described entails submission of a preliminary plat for conditional approval and a final plat for final approval.

A. *The Preliminary Plat:*

1. One (1) print of a preliminary plat and one (1) digital file of the proposed subdivision, accompanied by one key map, shall be submitted to the Village Board.
2. The preliminary plat shall contain the following:

Identification and Description:

- a. Proposed name of the subdivision.
- b. Location by township, section, town and range, or by other legal description.
- c. Names and addresses of the owners, the developer and the surveyor who made the plat, and the title under which the proposed subdivision is to be recorded.
- d. Scale of plat, not smaller than one-inch equals one hundred (100) feet.
- e. Date.
- f. Northpoint.

Delineation of Existing Conditions:

- g. Boundary line of proposed subdivision indicated by a solid heavy line and a notation of the approximate total acreage encompassed thereby.
- h. Location, widths and names of all existing streets or other public ways, railroad and utility rights-of-way, easements, parks and other public spaces, permanent buildings and structures, and section and corporation lines within one hundred (100) feet of the boundary line.
- i. Existing sewers, water mains, culverts and other underground facilities within the tract.
- j. Boundary lines of adjacent properties for a distance of not less than one hundred (100) feet from the proposed subdivision. Ownership of these properties shall be shown.
- k. Topographic data including contours at intervals of not more than two (2) feet, watercourses, wetlands and other significant features.

Delineation of Proposed Conditions:

- l. Layout of streets, their names and widths; and also widths of alleys, and all easements.

- m. Layout, numbers and dimensions of lots and blocks.
 - n. Parcels of land intended to be dedicated or temporarily reserved for public use, or for the use of property owners in the subdivision.
3. *The key map shall comprise:*
- a. A print of the appropriate tax map or its equivalent at a scale not smaller than one-inch equals twelve hundred (1200) feet with the boundaries of the proposed subdivision indicated thereon. Where the proposed subdivision is outside the corporate limits of the Village of Villa Park, the map shall include the area within one-half mile of the subdivision boundaries.
4. Preliminary plat approval:
- a. Action by staff:
 - i. Upon determining that the application is complete, the Director of Community & Economic Development or their designee shall evaluate the application pursuant to the standards of XXXXX.
 - ii. The Director of Community & Economic Development or their designee will prepare written comments on any deficiencies in the preliminary plat, and will forward these comments to the applicant to prepare a revised plat for submission. Upon receipt of the comments, it is the responsibility of the applicant to ensure that all deficiencies are addressed.
 - iii. The Director of Community & Economic Development or their designee shall prepare a report for the Planning and Zoning Commission based upon the standards of this Ordinance and schedule the application for consideration by the Planning and Zoning Commission.
 - b. Action by Planning and Zoning Commission:
 - i. The Planning and Zoning Commission shall conduct a public meeting on a proposed preliminary plat at a meeting in accordance with the Open Meetings Act within 90 days after receipt of a complete application as deemed by the Community & Economic Development Department. The 90-day period may be extended with the written consent of the applicant.
 - ii. The Planning and Zoning Commission shall recommend approval, approval with conditions, or denial of the application.
 - iii. The Planning and Zoning Commission shall forward its recommendation to the Village Board within 45 days after the close of the public meeting.

- c. Action by Village Board:
 - i. The Village Board shall consider the application at a meeting after receiving the recommendation of the Planning and Zoning Commission.
 - ii. The Village Board shall take action in the form of approval, approval with conditions, or denial of the application.
 - a. If a preliminary plat is approved without conditions, the applicant may prepare a final plat and submit to the Director of Community & Economic Development or their designee for review. Following Director of Community & Economic Development or their designee determination that the submitted final plat is consistent with the approved preliminary plat, the application may proceed to final plat approval.
 - b. If a preliminary plat is approved with conditions, the applicant must revise the plat based on such conditions and submit to the Director of Community & Economic Development or their designee for review. Following Director of Community & Economic Development or their designee determination that the submitted final plat is consistent with the approved preliminary plat and all conditions of its approval, the application may proceed to final plat approval.
 - c. If a preliminary plat is denied, the Village Board shall state the reason for the denial.
- e. Preliminary plat approval shall be effective for not more than twelve (12) months following the date of approval unless, upon written application by the subdivider, a written extension of time is granted by the Director of Community & Economic Development or their designee.

B. *The Final Plat.*

- 1. After approval of the preliminary plat by the Village Board and fulfillment of the requirements of these regulations, the subdivider shall submit a plat not larger than twenty-four (24) inches by thirty-six (36) inches and one (1) digital file of the plat of the proposed final plat of the subdivision.
- 2. The final plat shall contain the following:
 - Identification and Description.*
 - a. Proposed name of subdivision.
 - b. Location by township, section, town and range, or by other legal description.

- c. Names and addresses of the owners, the developer and the surveyor who made the plat, and the title under which the proposed subdivision is to be recorded.
- d. Scale of plat, not smaller than one-inch equals one hundred (100) feet.
- e. Date.
- f. Northpoint.

Delineation.

- g. Boundary of the plat based on an accurate traverse, with angular and lineal dimensions.
- h. Exact locations, widths, and names of all streets within and adjoining the plat, and the exact location and widths of all alleys.
- i. True angles and distances to the nearest established street lines or official monuments (not less than three (3)) which shall be accurately described on the plat.
- j. Municipal, township or section lines accurately tied to the lines of the subdivision by distances and angles.
- k. Radii, internal angles, points of curvature, tangents, bearings and lengths of all curves.
- l. All easements or rights-of-way for public services, utilities or other purposes.
- m. All lot and block numbers with their lines accurately dimensioned in feet and hundredths.
- n. Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed covenant for the common use of all property owners.

Attendant Items.

- p. Certification by a registered surveyor to the effect that plat represents a survey made by him, that the monuments and markers thereon exist as located and that all dimensions and details are correct.
- q. Notarized certification, by the owner or owners, of the adoption of the plat and the dedication of streets and other public area.
- r. Form for approval of the Planning and Zoning Commission, as follows:

Approved by the Planning and Zoning Commission of the Village of Villa Park, DuPage County, Illinois, this _____ day of _____ 20____. DuPage County, Illinois, this _____ day of _____, 20____.

Signed _____
Chairman

- s. Approval of the Village Board as required.
- t. Approvals of all non-Village authorities as required.

3. *Supporting Documents.*

- a. A statement signed by the subdivider setting forth the public improvements they propose to make in the subdivision and agreeing to make such improvements at their own expense, including all costs of inspection by the Village Engineer during construction, within the construction timeline.
- b. Specifications and drawings, including profiles, cross sections and details as applicable, of all proposed public and private improvements. Elevations shall be referred to the standard village datum.

Cross reference— Datum plane, [§ 1-101](#).

- c. Complete estimates of cost of all proposed public improvements, including costs of engineering and inspection.

4. *Approval and Recommendation.*

- a. Action by staff:
 - i. Upon determining that the application is complete in substantial compliance with the preliminary plat, the Director of Community & Economic Development or their designee shall evaluate the application pursuant to the standards of XXXXX.
 - ii. The Director of Community & Economic Development or their designee will prepare written comments on any deficiencies in the final plat and will forward these comments to the applicant to prepare a revised plat for submission. Upon receipt of the comments, it is the responsibility of the applicant to ensure that all deficiencies are addressed.
 - iii. The Director of Community & Economic Development or their designee shall prepare a report for the Village Board based upon the standards of this Ordinance and schedule the application for consideration by the Village Board.
- b. Action by Village Board:

i. The Village Board shall consider the application at a meeting after receiving the application from the Director of Community & Economic Development or their designee.

ii. The Village Board shall take action in the form of approval with substantial compliance or denial of the application.

a. If a final plat is approved without conditions, the applicant may prepare a final plat with all signatures and submit to the Director of Community & Economic Development or their designee for review. Following Director of Community & Economic Development or their designee determination that the submitted final plat is consistent with the approved preliminary plat, the application may proceed to final plat approval.

b. If a final plat was approved with conditions, the applicant must revise the plat based on such conditions and submit to the Director of Community & Economic Development or their designee for review. Following Director of Community & Economic Development or their designee determination that the submitted final plat is consistent with the approved preliminary plat and all conditions of its approval, the application may proceed to final plat approval.

c. If a final plat is denied, the Village Board shall state the reason for the denial.

C. *Administrative Plat Approval Procedures.* The procedure hereinafter described entails the submission for an administrative approval of a subdivision.

1. The Director of Community & Economic Development Department or their designee will review all plats of subdivision to determine if they are eligible for administrative plat approval. To be eligible, all of the following criteria must be met.

- a. The lot shall be located in a residential zoning district.
- b. The lot shall be less than one (1) acre.
- c. The subdivision shall not involve any new streets, extension of existing streets, or easements of access.
- d. The subdivision of land shall not exceed two (2) lots.
- e. The subdivision shall comply with all provisions of the zoning ordinance, subdivision regulations, stormwater, and all other applicable ordinances.

2. The plat of subdivision shall contain the following information. One (1) paper copy and one (1) digital file of the plat shall be submitted.

Identification and Description:

- a. Name of the subdivision.
- b. Legal description of the property including the parcel identification number.
- c. Names and addresses of the owners, the developer, and surveyor who made the plat and the title under which the proposed subdivision is to be recorded.
- d. Drawn to engineer's scale 1" = 100' or larger and north arrow.
- e. Date of preparation and any revisions.
- f. Northpoint.

Delineation:

- g. Boundary of the plat based on an accurate traverse, with angular and lineal dimensions.
- h. Exact locations, widths, and names of all streets within and adjoining the plat, and the exact location and widths of all alleys and cross-walkways.
- i. True angles and distances to the nearest established street lines or official monuments (not less than three (3) with which shall be accurately described on the plat).
- j. Municipal, township or section lines accurately tied to the lines of the subdivision by distances or angles.
- k. Radii, internal angles, points of curvature, tangents, bearing and lengths of all curves.
- l. All easements or right-of-way for public services, utilities, drainage or other purposes.
- m. All lot and block numbers with their lines accurately dimensioned in feet and hundredths, and the lot area of each lot in square feet and a percentage of an acre.
- n. Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed covenant for the common use of all property owners.

Attendant Items:

- p. Restrictive covenants shall be shown on the final plat.
 - q. Certification by a registered surveyor to the effect that the plat represents a survey, that the monuments and markers thereon exists as located and that all dimensions and details are correct.
 - r. Notarized certification, by the owners, of the adoption of the plat.
 - s. All appropriate signature blocks, including: Village President, Village Clerk, Village Engineer, Director of Community & Economic Development, County Clerk, County Recorder, Property Owners (with notary blocks), School Districts (with owner's signatures and notary blocks), and Surveyor.
 - t. Any other items required by other agencies for subdivision approval.
3. The following support documentation shall be submitted.
- a. Executed administrative plat application.
 - b. A copy of a current plat of survey and legal description.
 - c. A copy of a plat of survey showing any structures that would remain on the lots after the subdivision with the subdivision lines and all dimensions.
 - d. Processing fee: Two hundred dollars (\$250.00) for each plat of subdivision.
 - e. A copy of the completed Kane-DuPage County Soil and Water Conservation District land-use opinion application.
 - f. Documents establishing ownership of property.
4. Approval and Recommendation.
- a. The Director of Community & Economic Development or their designee shall rule on the plat within thirty (30) days after a final submission of all required documents and fees. After approval or disapproval, the plat shall be transmitted to the village board, together with a letter of transmittal, reasons for approval or disapproval, and supporting documents.
 - b. Provided that Village Board is satisfied with the plat and the supporting documentation, it shall by ordinance approve the said plat and authorized its president to sign the approval form provided. Such approval shall be attested by the village clerk and sealed with the corporate seal of the Village of Villa Park.

- D. Recording of Final Plat. The final plat must be recorded within ninety (90) days after the Village Board approval of the final plat. The plat approval will expire if the final plat is not recorded within such timeframe, including any agreed upon extensions of time.
 - a. The Village will record the final plat with the DuPage County Recorder. One (1) digital file of the recorded final plat shall be deposited with the Village, and will become the property of the Village. All fees for copies of the final plat shall be the responsibility of the applicant.
 - b. A building permit shall not be issued for the subject property until the final plat has been recorded with the DuPage County Recorder.
- 4. Fees. Every application shall be accompanied by the required filing fee as established and modified by the Village Board from time to time. Until the fee is paid, no steps shall be taken to process the application. Applications initiated by the Village shall be exempt from fees.
- 5. Illegal Recording. No subdivision within the Village is entitled to record a final plat until it has been approved in accordance with these regulations. In the event that an unapproved subdivision is recorded, it is invalid and the Village is authorized to prosecute such person and institute proceedings to have the conveyance of the illegal lot nullified and stricken from County records, in addition to all other remedies available to the Village at law or in equity.

(Ord. No. 2156, Art. 2, § 2, 8-19-85; Ord. No. 2177, § 2, 3-3-86; Ord. No. 3053, § 3, 8-28-00; Ord. No. 3108, § 1, 11-26-01)

Section III. - Required improvements and standards of design.

A. *Streets.*

- 1. The arrangement, character, extent, width, grade and location of all streets shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets.
- 2. The arrangement of streets in a subdivision shall:
 - a. Provide for the continuation or appropriate projection of existing streets in surrounding areas; or
 - b. Conform to a plan for the neighborhood approved by the Planning and Zoning Commission to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impracticable; or

- c. The network of streets shall form an interconnected grid pattern, with multiple intersections when appropriate, and provide for the continuation of existing streets from adjoining areas into new subdivisions.
- 3. Minor streets shall be so laid out that their use by through traffic will be discouraged.
- 4. Where a subdivision abuts or contains an existing or proposed arterial street the Planning and Zoning Commission may require marginal access streets, reverse frontage with screen planting contained in a non-access reservation along the rear of the property line, deep lots with rear service alleys, or such other treatments as may be necessary for adequate protection of residential property and to afford separation of through and local traffic.
- 5. Dead-end streets are prohibited in new subdivisions unless approved by the Director of Community & Economic Development or their designee, in consultation with the Village Engineer due to site constraints such as topography, natural features, or man-made barriers such as a railroad or raised highway. When dead-end streets are allowed, the following standards apply.
 - i. When the dead-end streets are within 350 feet of another street, pedestrian and bicyclist access shall be provided along a public easement between the lots.
 - a. The public easement shall be a minimum of fifteen (15) feet wide.
 - b. The public easement shall include a multi-use path constructed of a permanent surface approved by the Director of Community & Economic Development, in consultation with the Village Engineer, with a minimum width of ten feet, and lighting approved by the Director of Community & Economic Development or their designee.
- 6. Where a subdivision borders on or contains a railroad or limited access highway right-of-way, the Planning and Zoning Commission may require a street approximately parallel to and on each side of such right-of-way, at a distance suitable for the appropriate use of the intervening land, as for park purposes in residential districts, or for parking, commercial or industrial purposes in appropriate districts. Such distances shall also be determined with due regard for the requirements of approach grades and possible future grade separations.
- 7. Reserve strips controlling access to streets shall be prohibited except where their control is placed with the village under conditions approved by the Planning and Zoning Commission.

8. Street jogs with center line offsets of less than one hundred twenty-five (125) feet shall be avoided.
9. A tangent at least one hundred (100) feet long shall be introduced between reverse curves on arterial and collector streets.
10. Clear visibility measured along the center line of the street shall be provided for at least three hundred (300) feet on arterial streets, at least two hundred (200) feet on collector streets, and at least one hundred (100) feet on all other streets.
11. Streets shall intersect in a manner to insure safe traffic flow, preferably at right angles.
12. Street right-of-way widths shall be as shown on the maps of the official plan, or, if not shown, shall be not less than as shown below in the chart of subparagraph 16, except that this ordinance shall in no way reduce the minimum right-of-way width cited for any existing street by previous ordinances or action of the village board.
13. Half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with the other requirements of these regulations; and where the Planning and Zoning Commission finds it will be practicable to require the dedication of the other half when the adjoining property is subdivided. Wherever a tract to be subdivided is adjacent to an existing half street, the other half street shall be platted within the proposed subdivision.
14. No street names shall be used which will duplicate or be confused with the names of existing streets. Existing street names shall be projected wherever possible. Street names shall be subject to the approval of the Planning and Zoning Commission.
15. Street grades shall be not less than three-tenths (0.3) of one (1) per cent and shall be not more than three (3) per cent on arterial and collector streets, nor more than five (5) per cent on all other streets.
16. Street improvements shall be provided by the subdivider at his own expense. Except for other zoning classifications which may require special consideration by the Planning and Zoning Commission, the minimum requirements shall be in accordance with the schedule below.

SCHEDULE FOR STREET IMPROVEMENTS

Column A: R districts

Column B: MX districts

Ordinance No: _____

Column C: C, O-R and M districts

Column D: Requirements

A	B	C	D. Requirements	
X	X	X	1.	Arterial streets, streets along subdivision boundaries and streets connecting subdivision with existing improved street system: Widths of right-of-way, pavements, sidewalks, planting strips and separation strips as determined after consultation with the Planning and Zoning Commission and the Village Engineer, and where applicable, with County or State authorities.
		X	2.	Collector streets: 80 foot right-of-way, 48 foot pavement, 15 foot sidewalks one foot from pr
X	X		3.	Collector streets: 66 foot right-of-way, 36 foot pavement, 5 foot sidewalks one foot from pro
		X	4.	Minor streets: 60 foot right-of-way, 36 foot pavement, 11 foot sidewalks one foot from prop
	X		5.	Minor streets: 60 foot right-of-way, 28 foot pavement, 5 foot sidewalks one foot from proper sidewalk and curb.
X			6.	Minor streets: 60 foot right-of-way, 28 foot pavement, 4 foot sidewalks one foot from proper sidewalk and curb.
		X	7.	Marginal access streets: 54 foot right-of-way, 36 foot pavement, 11 foot sidewalk one foot fr from arterial street.
	X		8.	Marginal access streets: 50 foot right-of-way, 28 foot pavement, 5 foot sidewalk one foot fro between sidewalk and curb, 6 foot separation strip from arterial street.
X			9.	Marginal access streets: 50 foot right-of-way, 28 foot pavement, 4 foot sidewalk one foot fro between sidewalk and curb, 6 foot separation strip from arterial street.
				NOTE: Pavement width is distance from back to back of curbs.
X	X	X	10.	Alleys: 20 foot right-of-way, paved full width.

A	B	C	D. Requirements	
X	X	X	11.	Pavements, curbs and gutters, sidewalks and driveway aprons: in accordance with village standards.
		X	12.	Curb radius at street intersections: 25 feet.
	X		13.	Curb radius at street intersections: 15 feet.
X			14.	Curb radius at street intersections: 15 feet.
X	X	X	15.	Curb radius at street and alley intersections: 15 feet.
X	X	X	16.	Storm sewers or other adequate drainage provisions in accordance with the requirements of the village.
X	X	X	17.	Planting and separation strips: Provide a thick stand of permanent grass, with suitable soil to
X	X		18.	Street trees: Not less than 4 feet from any sidewalk or curb and spaced not more than 50 feet not less than two and one-half inches (2.5") in caliper and shall be a species as required in Se
X	X	X	19.	Street name signs: In accordance with village standards at all street intersections.

B. *Alleys.* Alleys are to be avoided. When alleys are required for necessary design the following shall be specified:

1. Alley intersections and sharp changes in alignment shall be avoided but where necessary, appropriate turning radii shall be provided to permit safe vehicular movement.
2. Dead-end alleys shall be avoided where possible, but if unavoidable, shall be provided with adequate turnaround facilities as approved by the Planning and Zoning Commission.

C. *Easements.*

1. Easements for the installation and maintenance of all public utility services shall be provided. Said easements to be not less than ten (10) feet wide, and shall be

centered on the rear lot lines or in such other locations as to provide for the proper continuity of such public utility services from block to block.

2. Where a subdivision is traversed by a watercourse, drainageway, channel or stream, there shall be provided a storm water easement or drainage right-of-way conforming substantially with the lines of such watercourse and of adequate width for the purpose.

D. *Blocks.*

1. The lengths, widths and shapes of blocks shall be determined with due regard to:
 - a. Provision of adequate building sites suitable to the special needs of the type of use contemplated.
 - b. Requirements as to lot sizes and dimensions.
 - c. Need for convenient access, circulation, control and safety of street traffic.
 - d. Limitations and opportunities of existing topography.
2. Block lengths shall not exceed twelve hundred (1,200) feet, nor be less than six hundred (600) feet.
3. Pedestrian cross-walkways not less than ten (10) feet wide shall be provided where essential for circulation or access to schools, playgrounds, shopping centers, transportation, and other community facilities.

E. *Lots.*

1. The lot width, depth, shape and orientation and the minimum building set back lines shall be appropriate for the location of the subdivision and for the type of development and use contemplated.
2. All lot sizes shall conform to the zoning district requirements.
3. All lots shall abut on a public street.
4. Double frontage lots, should be avoided.
5. Side lot lines shall be substantially at right angles or radial to street lines.

F. *Public Park Donation.*

1. Purpose. The purpose of this Section is to provide for the immediate and future needs of residents for facilities and services that include, among others, parks and recreation, police, street maintenance, and fire protection. New residential development, including subdivisions, planned unit developments, annexations,

or other residential development which has not previously met the requirements of this Section, shall be required to donate land or to the costs incurred in meeting these needs.

2. Applicability. The requirements of this Section shall apply to the following:
 - a. New residential subdivisions.
 - b. New residential planned unit developments.
 - c. Any annexation of land.
3. Total Donation Required Per Development. The developer is required to dedicate land or to make a cash contribution in lieu of actual land and remit any fees as established in this Section, according to the formula set forth in Table F-1. Determination of Total Donation Per Development. The donation of land to meet requirements is preferred, and cash contributions in lieu of actual land should only be accepted when unique inability to provide suitable land is demonstrated.

Table F-1

Total Donation = Total Park Donation + Other Cash Contributions
Total Park Donation = (AD in land donated) or (AD X FMV) + (AD + IIF)
AD = Acreage demand based on population generated by the development
FMV = Fair market value, adopted average cost per acre to purchase land
IIF = Initial improvements fee per acre, adopted to fund improvements of areas and facilities

4. Ultimate Population Per Dwelling Unit. The ultimate population density generated by a subdivision, planned unit development, or annexation of land shall be based on the projections set forth in Table F-2 Ultimate Population Per Dwelling Unit, and used in calculating the amounts of land and cash donations required by this Ordinance.

Table F-2

Type of Dwelling	Total Per Dwelling
Single-Unit Dwelling	
1-Bedroom	1.193
2-Bedroom	2.017
3-Bedroom	2.899
4-Bedroom	3.764
5-Bedroom	3.770
Two-Unit Dwelling and Townhouse Dwelling	
1-Bedroom	1.193
2-Bedroom	1.990

3-Bedroom	2.392
4-Bedroom	3.145
Multi-Unit Dwelling	
Efficiency/Studio	1.294
Assisted Living or Memory Care Unit	1.294
1-Bedroom	1.758
2-Bedroom	1.914
3-Bedroom	3.053

5. Park Site Donation

a. General Provisions

- i. Conveyance of Land. Required land donations shall be provided per the requirements of Sec. III(F)(3) Conveyance of Site.
- ii. Cash Donations. Required cash donations shall be provided per the requirements of Sec. III(F)(5)(e) Cash Donations.
- iii. Phasing. The improvement of all donated park land sites shall be completed by the developer before 20% of the certificates of occupancy have been issued, but in no event later than three years after the date-of-issuance for the first building permit issued for the department.

b. Land Donation Calculation

- i. Park Acreage Requirement. The amount of required park land shall be determined by the ultimate density of the proposed development. For parks, 10.5 acres of park land per 1,000 residents shall be donated.
- ii. Land Donation Formula. The following formula determines how many acres are required to be donated: The total number of units for each dwelling type to be built is multiplied by the corresponding population density in Table F-2. Ultimate Population Per Dwelling Unit, and the product for each dwelling type is added to calculate the ultimate population of the development. The total ultimate population for all dwelling units is then divided by 1,000. The result of such division is then multiplied by 10.5 to determine the total acreage needed for park land donation.

c. Criteria for Required Park Land Donation.

- i. General Uses. The park land donation site must be suitable for the active park and recreation purposes for which it is intended,

and shall be integral components of the neighborhood, not set-asides or left over parcels. The 10.5 acres of park land required per 1,000 of estimated population shall be generally divided among the various active park areas in accordance with the following classifications:

Table F-3 Active Park Land Types

Types of Recreation Area	Size Range	Acres per 1,000 People
Play Lot-Mini Park	0.5-1.5 acres	1.0
Neighborhood Park	3.0-10.0 acres	4.5
Community Park	15.0+ acres	5.0

ii. Location.

1. Parks shall be located no further than a 1,320 feet walking distance from every lot in the subdivision, to allow all users pedestrian access within an approximate five minute walk, and located so as to be accessible and largely visible from public streets and the surrounding neighborhood.
2. The slope, topography, and geology of the donated site shall be compatible with the surrounding neighborhood.
3. The Village shall retain final selection and approval authority for all park site locations.

iii. Condition of Donated Land. Donated land shall be in a condition ready for facility development including proper site drainage and curb and gutter treatment in a manner consistent with the balance of the development. Original topsoil and vegetative cover shall either remain undisturbed or the site shall be prepared with topsoil, fine-graded, and seeded in a manner consistent with the balance of the development.

d. Park Land Donation Substitutions.

- i. Fee in Lieu. If it is determined that park land would be more appropriately located off-site, per requirements of Sec. III(F)(5)(e) Cash Donations, the Village may agree to accept cash in lieu of land.
- ii. Off-Site Park Land Donations. At the sole discretion of the Village, off-site park land may be accepted to meet up to 50% of the total required park land donation provided such land is accessible to the community, and advances Village goals. Prior to acceptance of such donation, all structures shall be removed

from the subject property, all utilities disconnected, and all land restored to the appropriate natural cover and condition determined by the Director of Community & Economic Development or their designee.

e. Cash Donations

- i. Determination of In-Lieu Fee Amounts. The cash contribution in lieu of land shall be determined by multiplying the acreage demand for a given development by the average fair market value for land acquisition.
- ii. Determination of Fair Market Value. The cash contributions in lieu of land shall be based on the fair market value of subdivided land improved as specified herein, that otherwise would have been donated as park or recreation sites. The average fair market value for acquiring improved land in the Village is \$250,000 per acre. The FMV shall be adjusted upward at an annual rate of 3% effective January 1, 2025 and annually thereafter.

f. Conveyance Requirements. Each deed or other instrument conveying land to the Village or other public body shall be accompanied by:

- i. A written commitment issued by a title insurer licensed to do business in Illinois to insure the Village's title to such real estate in an amount equal to its value, subject only to then current general real estate taxes, covenants, conditions and restrictions which do not prohibit the use of the subject real estate for park or school use, utility easements located within 20 feet of the boundary lines of the subject real estate, and drainage ditches, feeders, laterals, and underground pipe or other conduit, and acts done or suffered by or judgements against the Village.
- ii. A current boundary line survey, certified to the Village by a licensed Illinois Land Surveyor to be in compliance with the Illinois Land Survey Standard.
- iii. In instances where the real estate to be conveyed is a lot in a recorded subdivision, an assessment plat and tax division petition in a form acceptable to the appropriate county authorities so that the land to be conveyed can be assigned its own permanent real estate index number for exemption purposes.
- iv. An environmental audit, prepared by an environmental consultant acceptable to the Village, assuring the Village that there are no hazardous or toxic substances, wastes, materials or

chemicals, as defined in federal, state and local laws, ordinances or regulations, on the property.

G. *Monuments.*

1. Concrete or stone markers, six (6) inches square at the bottom and four (4) inches square at the top and twenty-four (24) inches in length shall be sunk in the ground at each corner or angle on the outside boundary of the subdivision.
2. Iron pipe stakes not less than one inch in diameter and thirty (30) inches in length shall be sunk in the ground at all lots, corners, at points of tangency of curves, and at suitable intervals along curves.
3. All U.S., state, county or other official bench marks, monuments or triangulation stations in or adjacent to the proposed subdivision shall be preserved in precise position.

H. *Utility Improvements.*

1. Water supply facilities, in accordance with the requirements of the village, shall be provided by the subdivider in any subdivision.
2. Sanitary sewage facilities, in accordance with the requirements of the village, shall be provided by the subdivider in any subdivision.
3. Adequate street lighting facilities, in accordance with the requirements of the village, shall be provided by the subdivider for all public streets in any subdivision.

(Ord. No. 2156, Art. 2, § 3, 8-19-85; Ord. No. 2177, § 2, 3-3-86; Ord. No. 3357, §§ 2, 3, 6-12-06; Ord. No. [3889](#), § 5, 12-14-15)

Section III. Reserved.

Section IV. - Public Improvement Guarantees.

The developer shall supply the following forms of guarantee to the village for public improvements:

- A. An improvement completion guarantee under which the developer agrees to install all required improvements, including, but not limited to, sidewalks, streetlights, curbs and gutters, utilities, pavement, landscaping and stormwater management facilities, at his own expense, in accordance with the plans and specifications, within the time required as a condition of approval. However, for property outside the corporate limits of the village, no such agreement shall be required where the applicant has entered into a similar agreement covering the parcel with county authorities.

Such improvement completion guarantee shall remain in effect until the village engineer recommends its release after an inspection of the improvements shows them to be in acceptable condition and conforming to the plans and specifications. At that time the village manager may release the completion guarantee if all other requirements have been met and

the developer has executed a one year warranty for the completed improvements in favor of the village.

(1) Acceptable improvement completion guarantee. The following shall be acceptable forms of improvement completion guarantees.

- (i) Cash escrow. Cash deposit or certified check in the total amount required shall be placed with the village manager.
- (ii) Letter of credit. An irrevocable, commercial letter of credit with any financial institution in a form acceptable to the village manager and village attorney, which provides for administration of such credit in a manner as set forth in subparagraph (1)(i) above.
- (iii) A performance surety bond, together with a labor and material surety bond issued by a surety with an A. M. Best's financial rating of A++, A+, A, A- or FPR9 and in the form set forth in Attachments B-1 and B-2 of this ordinance.

Note— Ord. No. 3053, adopted Aug. 28, 2000, contained attachments B-1 and B-2 that are not set out in this chapter but are available for inspection in the office of the village clerk.

- (iv) A letter of commitment issued by an insurance company or financial institution with an A. M. Best's financial rating of A++, A+, A, A- or FPR9. Such letter of commitment shall contain terms and conditions which are substantially identical to the terms and conditions of the performance surety bond (Attachment B- 1) and labor and material surety bond (Attachment B-2).
- (v) All legal costs associated with an action to obtain such money shall be paid for by the applicant or the issuer of the completion guarantee.

(2) *Forced completion of project.* Should it become necessary to complete a project started by the developer in order to provide for the safety, health and welfare of the residents or for the protection of existing improvements, including those installed by the developer, the village manager, upon the recommendation of the village engineer, shall notify the developer in writing that the developer must immediately commence and diligently proceed with the completion of the identified improvements in accordance with the schedule established by the village engineer. If, after a period of thirty (30) days from the date of the notice, the village manager determines that the developer has either failed to commence or has failed to diligently proceed with the scheduled completion of the improvements, the developer shall forfeit whatever amount of the completion guarantee is required to finish the project to an acceptable status.

(3) *Amount of guarantee.*

- (i) Residential development: The amount of the completion guarantee for all residential development shall be based on the following:

- (a) Total cost of estimated construction for all required improvements as identified pursuant to subsection IV A. hereinabove, plus fifteen (15) percent of such total for contingencies, as approved by the village engineer; or
- (b) Total cost of construction for all required improvements under contract, plus ten (10) percent of such total for contingencies, as approved by the village engineer.

Upon final acceptance of the improvements, said completion guarantee shall be reduced to the amount of the maintenance guarantee as set forth in subparagraph (iii) below.

- (ii) Commercial/industrial development: The amount of the completion guarantee for all commercial/industrial development shall be the total sum of the following: Total cost for estimated construction for all required public improvements including, but not limited to, sidewalks, streetlights, curbs and gutters, utilities, pavement, landscaping and stormwater management facilities, plus fifteen (15) percent of such total for contingencies, or total cost for construction for all required public improvements as identified above under contract, plus ten (10) percent of such total for contingencies, as approved by the village engineer.
- (iii) Upon final acceptance of the improvements, said completion guarantee shall be reduced to the amount of the maintenance guarantee as set forth in subparagraph B below.

B. Maintenance guarantee. In addition to the warranty required by subparagraph A, ten (10) percent of the amount of the completion guarantee (the ten (10) percent completion guarantee") hereof shall be retained by or held to the credit of the village after the final completion of the improvements covered. Such ten (10) percent completion guarantee may be held by the village for a period of twelve (12) months after the final acceptance of such improvements for the purpose of:

- (1) Guaranteeing against and securing the correction of any defect in material or workmanship furnished for such improvements, latent in character, and not discernible at the time of final inspection or acceptance by the village.
- (2) Guaranteeing against and securing the correction of any damage to such improvements by reason of settling of the ground, base, or foundation thereof.

Such ten (10) percent completion guarantee shall also provide that, as such defects develop, the ten (10) percent completion guarantee may be applied by the village for any amounts incurred to correct such defects and that the balance of such deposit, if any, held at the end of such 12-month period shall be returned by the village without interest.

- C. Construction nuisance abatement guarantee. The applicant shall also deposit cash with the village manager in an amount equal to five (5) percent of the improvement completion guarantee required under subparagraph A hereof. Said cash deposit shall in no case be less than one thousand dollars (\$1,000.00) nor more than fifteen thousand dollars (\$15,000.00). The guarantee may be used from time to time to abate nuisances by applicant during construction, provided that no such expenditure shall be made until forty-eight (48) hours after the village has notified the applicant to abate such nuisance. The 48-hour notice may be waived at the discretion of the village engineer if the nuisance constitutes a hazard. The balance of said deposit, if any, remaining after acceptance of all improvements by the village shall be returned to the depositor without interest. If any funds are used from said guarantee to abate nuisances, the applicant shall promptly restore the guarantee to its original amount.
- D. School and park donation guarantee.
 - (1) If land is being donated, a deed shall be submitted at the time of final plat approval. All required improvements shall have been built or guaranteed financially at the time of final plat approval.
 - (2) If cash is being donated in lieu of land, the cash shall be payable at the time of building permit approval. Failure to pay shall void the building permit and certificate of occupancy.
- E. Stormwater improvement guarantee. Notwithstanding anything to the contrary set forth herein, guarantees for stormwater improvements shall be subject to and shall be provided in accordance with Appendix D to the Village Code.

(Ord. No. 3053, § 2, 8-28-00)

Section V. Reserved.

APPENDIX B - ~~OFFICIAL PLAN AND~~ SUBDIVISION REGULATIONS

ARTICLE I. - ~~THE VILLAGE PLAN~~ Reserved.

~~Section I. -- Adoption of village plan.~~

~~The comprehensive plan of Public Improvements looking to the present and future development of the Village of Villa Park, which plan has been prepared and recommended on the 3rd of December, 1984, to the board of trustees by the Blue Ribbon Committee for the Village of Villa Park, be and is hereby adopted and made the official plan of the Village of Villa Park, hereinafter designated as the Official Plan.~~

~~(Ord. No. 2156, Art. 1, § 1, 8-19-85)~~

~~Section II. -- Objectives of plan.~~

~~The official plan as hereby adopted includes and recognizes the following objectives:~~

~~*First:* That the character of the Village of Villa Park and its environs as essentially a residential community be maintained, with commercial and light industrial enterprises permitted in order to maintain a proper balance of property valuations.~~

~~*Second:* That for the promotion of the public health, safety and convenience and for the attainment of reasonable and practical utility and attractiveness, and for the maintenance and protection of property values, all future developments in the village and its environs shall provide:~~

~~A. — That adequate street lighting, water supply, sanitary and drainage facilities be constructed and maintained;~~

~~B. — That highways, streets and sidewalks be of adequate width and be so constructed and maintained as to avoid the creation of hazardous conditions;~~

~~C. — That railroad crossings and grade separations be constructed and maintained to provide adequate public safety and convenience;~~

~~D. — That landscaping of public and private areas be controlled to avoid the creation of hazardous conditions;~~

~~E. — That the locations and architectural design, where applicable, of public buildings, schools, parks, recreational facilities, parking areas and airports be controlled in accordance with the best public interest;~~

~~F. — That in regards to all annexations of property to the Village of Villa Park, it will be both an objective of this plan and a policy of the Village of Villa Park that before any annexations are approved by the village, a preannexation agreement shall be entered into by the Village of Villa Park and the owners of the property sought to be annexed.~~

~~(Ord. No. 2156, Art. 1, § 2, 8-19-85)~~

~~Section III. -- Elements of plan.~~

~~The official plan as hereby adopted includes:~~

~~A.—— Map No. 1. Title, Official Plan, Village of Villa Park, Du Page County, Illinois, showing the plan of existing streets and public grounds within the corporate limits of the village and in contiguous territory not more than one and one-half miles beyond the village limits and not included in any municipality, and showing certain improvements which the village intends to put into execution as and when these improvements become advisable and feasible;~~

~~B.—— Subdivision regulations, set forth in Article II hereof to regulate and control the future physical development of the village and said contiguous territory.~~

~~(Ord. No. 2156, Art. 1, § 3, 8-19-85)~~

~~Section IV. – Interpretation.~~

~~In interpreting and applying the provisions of this ordinance, such provisions shall in every instance be held to be the minimum reasonable requirements adopted for the promotion of public health, safety, comfort, convenience, morals and welfare.~~

~~(Ord. No. 2156, Art. 1, § 4, 8-19-85)~~

~~Section V. – Changes and amendments.~~

~~The zoning and planning commission may from time to time recommend to the board of trustees such changes in the official plan as may be deemed necessary by the board or by the zoning and planning commission. Such changes shall become part of the official plan after their approval by the zoning and planning commission and their adoption by the boards as amendments to this ordinance.~~

~~(Ord. No. 2156, Art. 1, § 5, 8-19-85; Ord. No. 2177, § 2, 3-3-86)~~

~~Section VI. – Maps and plats to conform to plan.~~

~~After the passage of this ordinance no map or plat of any subdivision presented for record, affecting land within the corporate limits of the village, or in contiguous territory not more than one and one-half (1½) miles from such limits and not included in any municipality, shall be entitled to record or shall be valid unless the subdivision thereon shown conforms with the requirements of the official plan.~~

~~(Ord. No. 2156, Art. 1, § 6, 8-19-85)~~

~~Section VII. – Enforcement.~~

~~It shall be the duty of the enforcing officer, who shall be designated by the board of trustees, to enforce the requirements of the official plan. The enforcing officer may call upon any other departments or officials of the village to furnish him with such information or assistance as he may deem necessary for the observance or enforcement of the official plan. It shall be the duty of such other departments or officials to furnish such information or assistance whenever requested.~~

~~(Ord. No. 2156, Art. 1, § 7, 8-19-85)~~

ARTICLE II. - SUBDIVISION REGULATIONS

[Section 1. Compliance.]

Any person, firm or corporation, or any combination thereof desiring to obtain approval of a plat or a subdivision, dedication or vacation of property lying within the area included in the official plan shall comply with the following.

(Ord. No. 2156, Art. 2, 8-19-85)

Section I. - Definitions.

For the purpose of these regulations, certain words used herein are defined as follows:

- A. Subdivision. The term subdivision means the division of a parcel of land into two (2) or more lots or ~~parcels-outlots~~ for the purpose of transfer of ownership or development. The term includes resubdivision and, when appropriate to context shall relate to the process of subdividing or to the land subdivided.
- B. *Streets and alleys.* The term "street" means a way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, thruway, road, avenue, boulevard, lane, place or however other designated.
 - 1. Arterial streets and highways are those which are used primarily for fast or heavy traffic.
 - 2. Collector streets are those which carry traffic from minor streets to the major system of arterial streets and highways including the principal entrance streets of a residential development and streets for circulation within such a development.
 - 3. Minor streets are those which are primarily used for access to the abutting properties.
 - 4. Marginal access streets are minor streets which are parallel to and adjacent to arterial streets and highways and which provide access to abutting properties and protection from through traffic.
 - 5. Alleys are public or private right-of-way less than 22 feet wide that is primarily designed to serve as secondary access to the rear or side of those properties whose principal frontage is on some other street. ~~minor streets which are used primarily for vehicular service access to the back or side of properties otherwise abutting on a street.~~

(Ord. No. 2156, Art. 2, § 1, 8-19-85)

Cross reference— Rules of construction and definition, [§ 1-102](#).

Section II. - Procedures and plat.

The procedure hereinafter described entails submission of a preliminary plat for conditional approval and a final plat for final approval.

- A. *The Preliminary Plat:*
 - 1. ~~Three~~ One (31) prints of a preliminary plat and one (1) digital file of the proposed subdivision, accompanied by one key map, shall be submitted to the ~~v~~Village ~~b~~Board.

2. The preliminary plat shall contain the following:

Identification and Description:

- a. Proposed name of the subdivision.
- b. Location by township, section, town and range, or by other legal description.
- c. Names and addresses of the owners, the developer and the surveyor who made the plat, and the title under which the proposed subdivision is to be recorded.
- d. Scale of plat, not smaller than one-~~2~~-inch equals one hundred (100) feet.
- e. Date.
- f. Northpoint.

Delineation of Existing Conditions:

- g. Boundary line of proposed subdivision indicated by a solid heavy line and a notation of the approximate total acreage encompassed thereby.
- h. Location, widths and names of all existing streets or other public ways, railroad and utility rights-of-way, easements, parks and other public spaces, permanent buildings and structures, and section and corporation lines within one hundred (100) feet of the boundary line~~or adjacent to the area~~.
- i. Existing sewers, water mains, culverts and other underground facilities within the tract.
- j. Boundary lines of adjacent properties for a distance of not less than one hundred (100) feet from the proposed subdivision. Ownership of these properties shall be shown.
- ~~k. Existing zoning of proposed subdivision and adjacent tracts, in zoned areas.~~
- lk. Topographic data including contours at intervals of not more than two (2) feet, watercourses, ~~marshes~~wetlands and other significant features.

Delineation of Proposed Conditions:

- ~~ml.~~ Layout of streets, their names and widths; and also widths of alleys, ~~cross-walkways~~ and all easements.
- ~~nm.~~ Layout, numbers and dimensions of lots and blocks.
- ~~o. Building setback lines, showing dimensions.~~

~~np.~~ Parcels of land intended to be dedicated or temporarily reserved for public use, or for the use of property owners in the subdivision.

~~q. Proposed zoning within the subdivision.~~

3. *The key map shall comprise:*

a. A print of the appropriate tax map or its equivalent at a scale not smaller than one-~~inch~~ equals twelve hundred (1200) feet with the boundaries of the proposed subdivision indicated thereon. Where the proposed subdivision is outside the corporate limits of the Village of Villa Park, the map shall include the area within one-half mile of the subdivision boundaries.

4. Preliminary plat approval: ~~Reference and approval of the preliminary plat:~~

a. Action by staff:

i. Upon determining that the application is complete, the Director of Community & Economic Development or their designee shall evaluate the application pursuant to the standards of XXXXX.

ii. The Director of Community & Economic Development or their designee will prepare written comments on any deficiencies in the preliminary plat, and will forward these comments to the applicant to prepare a revised plat for submission. Upon receipt of the comments, it is the responsibility of the applicant to ensure that all deficiencies are addressed.

iii. The Director of Community & Economic Development or their designee shall prepare a report for the Planning and Zoning Commission based upon the standards of this Ordinance and schedule the application for consideration by the Planning and Zoning Commission.

~~At the first regular meeting of the village board following the filing of the preliminary plat, the village board shall by motion refer such plat to the zoning and planning commission, and shall at the same time instruct the village engineer to collaborate with the zoning and planning commission, at their request, in the review of the plat.~~

b. Action by Planning and Zoning Commission:

i. The Planning and Zoning Commission shall conduct a public meeting on a proposed preliminary plat at a meeting in accordance with the Open Meetings Act within 90 days after receipt of a complete application as deemed by the Community & Economic Development Department. The 90-day period may be extended with the written consent of the applicant.

ii. The Planning and Zoning Commission shall recommend approval, approval with conditions, or denial of the application.

iii. The Planning and Zoning Commission shall forward its recommendation to the Village Board within 45 days after the close of the public meeting.

The zoning and planning commission shall rule on the preliminary plat within ten (10) days after the second monthly meeting of the zoning and planning commission following receipt of the plat from the village board. When the zoning and planning commission deems that amendment of the plat is necessary to conform to the official plan, conditional approval may be granted subject to the required amendment.

c. Action by Village Board:

i. The Village Board shall consider the application at a meeting after receiving the recommendation of the Planning and Zoning Commission.

ii. The Village Board shall take action in the form of approval, approval with conditions, or denial of the application.

a. If a preliminary plat is approved without conditions, the applicant may prepare a final plat and submit to the Director of Community & Economic Development or their designee for review. Following Director of Community & Economic Development or their designee determination that the submitted final plat is consistent with the approved preliminary plat, the application may proceed to final plat approval.

b. If a preliminary plat is approved with conditions, the applicant must revise the plat based on such conditions and submit to the Director of Community & Economic Development or their designee for review. Following Director of Community & Economic Development or their designee determination that the submitted final plat is consistent with the approved preliminary plat and all conditions of its approval, the application may proceed to final plat approval.

c. If a preliminary plat is denied, the Village Board shall state the reason for the denial.

Upon approval of the preliminary plat by the zoning and planning commission, the following statement signed by the chairman shall be placed on each print and key map which may comprise such preliminary plat:

NOTICE OF CONDITIONAL APPROVAL

Notice is hereby given that this preliminary plat has received the conditional approval of the Zoning and Planning Commission for the Village of Villa Park, subject to _____ and that the Zoning and Planning Commission is now ready to receive the final plat for consideration.

_____	_____
Date	Chairman of the Zoning and Planning Commission for the Village of Villa Park, Illinois

- d. ~~The three (3) prints and the key map comprising the preliminary plat shall upon approval, be distributed as follows:~~
 - ~~One print and the key map shall be retained by the zoning and planning commission;~~
 - ~~One print shall be sent to the village clerk for filing;~~
 - ~~One print shall be returned to the subdivider.~~
- e. ~~Conditional Preliminary plat~~ approval shall be effective for not more than twelve (12) months following the date of approval unless, upon written application by the subdivider, a written extension of time is granted by the Director of Community & Economic Development or their designee. ~~zoning and planning commission.~~

B. *The Final Plat.*

- 1. After approval of the preliminary plat by the Village Board ~~zoning and planning commission~~ and fulfillment of the requirements of these regulations, the subdivider shall submit ~~to the zoning and planning commission~~ a cloth plat tracing not larger than thirty-six~~twenty-four~~ (36~~24~~) inches by forty-eight~~thirty-six~~ (48~~36~~) inches and one (1) digital file of the plat, ~~accompanied by three (3) prints therefrom,~~ of the proposed final plat of the subdivision. ~~Supporting documents as hereinafter required shall also be submitted with the final plat.~~
- 2. The final plat shall contain the following:
 - Identification and Description.*
 - a. Proposed name of subdivision.
 - b. Location by township, section, town and range, or by other legal description.

- c. Names and addresses of the owners, the developer and the surveyor who made the plat, and the title under which the proposed subdivision is to be recorded.
- d. Scale of plat, not smaller than one- -inch equals one hundred (100) feet.
- e. Date.
- f. Northpoint.

Delineation.

- g. Boundary of the plat based on an accurate traverse, with angular and lineal dimensions.
- h. Exact locations, widths, ~~center lines~~ and names of all streets within and adjoining the plat, and the exact location and widths of all alleys ~~and cross-walkways~~.
- i. True angles and distances to the nearest established street lines or official monuments (not less than three (3)) which shall be accurately described on the plat.
- j. Municipal, township or section lines accurately tied to the lines of the subdivision by distances and angles.
- k. Radii, internal angles, points of curvature, tangents, bearings and lengths of all curves.
- l. All easements or rights-of-way for public services, utilities or other purposes.
- m. All lot and block numbers with their lines accurately dimensioned in feet and hundredths.

~~n. — Building set-back lines accurately shown and dimensioned.~~

- ~~en.~~ Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed covenant for the common use of all property owners.

Attendant Items.

~~p. — Restrictive covenants shall be shown on the final plat.~~

- ~~pq.~~ Certification by a registered surveyor to the effect that plat represents a survey made by him, that the monuments and markers thereon exist as located and that all dimensions and details are correct.

- ~~rq.~~ Notarized certification, by the owner or owners, of the adoption of the plat and the dedication of streets and other public area.

~~rs.~~ Form for approval of the Planning and zZoning ~~and planning~~
~~eC~~ommission, as follows:

Approved by the Planning and Zoning ~~and Planning~~ Commission
of the Village of Villa Park, DuPage County, Illinois, this _____
day of _____ 1920_____. DuPage County, Illinois, this _____ day
of _____, 1920_____.

Signed _____
Chairman

~~Attest _____~~
~~Recording Secretary~~

~~ts.~~ Approval of the Vvillage ~~bB~~oard as required.

~~tu.~~ Approvals of all non-Village DuPage County authorities as
required.

3. *Supporting Documents.*

a. A statement signed by the subdivider setting forth the public
improvements ~~he-they~~ proposes to make in the subdivision and
agreeing to make such improvements at ~~his-their~~ own expense,
including all costs of inspection by the ~~vVillage~~ ~~eE~~ngineer during
construction, within the ~~time limit fixed by the zoning and planning~~
~~commission~~ construction timeline. ~~Such agreement is subject to~~
~~approval of the final plat by the village board.~~

b. Specifications and drawings, including profiles, cross sections and
details as applicable, of all proposed public and private
improvements. Elevations shall be referred to the standard village
datum.

Cross reference— Datum plane, § 1-101.

c. Complete estimates of cost of all proposed public improvements,
including costs of engineering and inspection.

~~d. —A statement signed by the village engineer approving the~~
~~specifications, drawings and estimates of costs.~~

~~e. —Reserved.~~

~~f. —Satisfactory evidence that all taxes and special assessments due~~
~~on the property to be subdivided have been paid.~~

~~g. —Written evidence from the proper governmental agencies of their~~
~~willingness to accept and maintain dedicated areas.~~

4. *Approval and Recommendation.*

a. Action by staff:

i. Upon determining that the application is complete in substantial compliance with the preliminary plat, the Director of Community & Economic Development or their designee shall evaluate the application pursuant to the standards of XXXXX.

ii. The Director of Community & Economic Development or their designee will prepare written comments on any deficiencies in the final plat and will forward these comments to the applicant to prepare a revised plat for submission. Upon receipt of the comments, it is the responsibility of the applicant to ensure that all deficiencies are addressed.

iii. The Director of Community & Economic Development or their designee shall prepare a report for the Village Board based upon the standards of this Ordinance and schedule the application for consideration by the Village Board.

b. Action by Village Board:

i. The Village Board shall consider the application at a meeting after receiving the application from the Director of Community & Economic Development or their designee.

ii. The Village Board shall take action in the form of approval with substantial compliance or denial of the application.

a. If a final plat is approved without conditions, the applicant may prepare a final plat with all signatures and submit to the Director of Community & Economic Development or their designee for review. Following Director of Community & Economic Development or their designee determination that the submitted final plat is consistent with the approved preliminary plat, the application may proceed to final plat approval.

b. If a final plat was approved with conditions, the applicant must revise the plat based on such conditions and submit to the Director of Community & Economic Development or their designee for review. Following Director of Community & Economic Development or their designee determination that the submitted final plat is consistent with the approved preliminary plat and all conditions of its approval, the application may proceed to final plat approval.

c. If a final plat is denied, the Village Board shall state the reason for the denial.

a. The zoning and planning commission shall rule on the final plat within ten (10) days after its second monthly meeting following receipt of the plat from the subdivider. However, should the zoning

and planning commission require amendment of the final plat, the time for ruling on the final plat with amendments may be extended thirty (30) days after receipt of such amendments from the subdivider.

b. — When the zoning and planning commission has approved the final plat, with amendments (if any), it shall be signed by the chairman and attested by the recording secretary on the form provided.

c. — After approval by the zoning and planning commission, the final plat shall be transmitted to the village board, together with a letter of transmittal calling attention to all variations (if any) approved by the zoning and planning commission and its reasons for approving them, and conveying to the village board such other information as the zoning and planning commission may deem necessary. The zoning and planning commission shall also transmit to the village board the supporting documents submitted with the final plat.

d. — When the village board is satisfied with the final plat and the supporting documents submitted therewith, it shall by resolution approve the said plat and authorize its president to sign the approval form provided. Such approval shall be attested by the village clerk and sealed with the corporate seal of the Village of Villa Park.

e. — Upon approval by the village board, the tracing and the three (3) prints of the final plat, and the supporting documents, shall be distributed as follows:

The tracing containing the approval signatures shall be returned to the subdivider;

One (1) print shall be retained by the zoning and planning commission;

One (1) print and all supporting documents shall be retained by the village clerk for filing.

f. — The plat shall be recorded by the subdivider within thirty (30) days after delivery to him. The subdivider shall send three (3) print copies of the recorded plat to the village clerk within ten (10) days after the recording date.

C. *Administrative Plat Approval Procedures.* The procedure hereinafter described entails the submission for an administrative approval of a subdivision.

1. The ~~d~~Director of ~~C~~ommunity & ~~E~~conomic ~~d~~Development ~~d~~epartment or their designee will review all plats of subdivision to determine if they are eligible for administrative plat approval. To be eligible, all of the following criteria must be met.

a. The lot shall be located in a residential zoning district.

- b. The lot shall be less than one (1) acre.
- c. The subdivision shall not involve any new streets, extension of existing streets, or easements of access.
- d. The subdivision of land shall not exceed two (2) lots.
- e. The subdivision shall comply with all provisions of the zoning ordinance, subdivision regulations, stormwater, and all other applicable ordinances.

- 2. The plat of subdivision shall contain the following information. ~~Fifteen~~One (1~~5~~) paper copyies and one (1) mylar-digital file of the plat shall be submitted.

Identification and Description:

- a. Name of the subdivision.
- b. Legal description of the property including the parcel identification number.
- c. Names and addresses of the owners, the developer, and surveyor who made the plat and the title under which the proposed subdivision is to be recorded.
- d. Drawn to engineer's scale 1" = 100' or larger and north arrow.
- e. Date of preparation and any revisions.
- f. Northpoint.

Delineation:

- g. Boundary of the plat based on an accurate traverse, with angular and lineal dimensions.
- h. Exact locations, widths, ~~centerlines~~ and names of all streets within and adjoining the plat, and the exact location and widths of all alleys and cross-walkways.
- i. True angles and distances to the nearest established street lines or official monuments (not less than three (3) with ~~which~~ shall be accurately described on the plat).
- j. Municipal, township or section lines accurately tied to the lines of the subdivision by distances or angles.
- k. Radii, internal angles, points of curvature, tangents, bearing and lengths of all curves.
- l. All easements or right-of-way for public services, utilities, drainage or other purposes.

m. All lot and block numbers with their lines accurately dimensioned in feet and hundredths, and the lot area of each lot in square feet and a percentage of an acre.

~~n. Building setback lines accurately shown and dimensioned.~~

~~no.~~ Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed covenant for the common use of all property owners.

Attendant Items:

p. Restrictive covenants shall be shown on the final plat.

q. Certification by a registered surveyor to the effect that the plat represents a survey, that the monuments and markers thereon exists as located and that all dimensions and details are correct.

r. Notarized certification, by the owners, of the adoption of the plat.

s. All appropriate signature blocks, including: Village President, Village Clerk, Village Engineer, Director of Community & Economic Development ~~Director~~, County Clerk, County Recorder, Property Owners (with notary blocks), School Districts (with owner's signatures and notary blocks), and Surveyor.

t. Any other items required by other agencies for subdivision approval.

3. The following support documentation shall be submitted.

a. Executed administrative plat application.

b. A copy of a current plat of survey and l legal description.

c. A copy of a plat of survey showing any structures that would remain on the lots after the subdivision with the subdivision lines and all dimensions.

d. Processing fee: Two hundred dollars (\$2500.00) ~~for the first plat page, and fifty dollars (\$50.00) for each additional page for each plat of subdivision.~~

e. A copy of the completed Kane-DuPage County Soil and Water Conservation District land-use opinion application.

f. Documents establishing ownership of property.

~~g. A copy of the paid property tax bill.~~

~~h. If the plat is a subdivision (and not a resubdivision of an existing subdivision), the surveyor must issue a letter authorizing the village to record the plat.~~

4. Approval and Recommendation.

- a. The ~~d~~Director of ~~the c~~Community & Economic ~~d~~Development ~~department or their designee~~ shall rule on the plat within thirty (30) days after a final submission of all required documents and fees. After approval or disapproval, the plat shall be transmitted to the village board, together with a letter of transmittal, reasons for approval or disapproval, and supporting documents.
- b. Provided that ~~v~~Village ~~B~~board is satisfied with the plat and the supporting documentation, it shall by ordinance approve the said plat and authorized its president to sign the approval form provided. Such approval shall be attested by the village clerk and sealed with the corporate seal of the Village of Villa Park.
- ~~c. Upon approval by the village board, the plat will be recorded by the village clerk within thirty (30) days of approval by the village board. A copy of the recorded plat will be sent to the owner. The original recorded plat shall be retained by the village clerk for filing.~~

D. Recording of Final Plat. The final plat must be recorded within ninety (90) days after the Village Board approval of the final plat. The plat approval will expire if the final plat is not recorded within such timeframe, including any agreed upon extensions of time.

- a. The Village will record the final plat with the DuPage County Recorder. One (1) digital file of the recorded final plat shall be deposited with the Village, and will become the property of the Village. All fees for copies of the final plat shall be the responsibility of the applicant.
- b. A building permit shall not be issued for the subject property until the final plat has been recorded with the DuPage County Recorder.

4. Fees. Every application shall be accompanied by the required filing fee as established and modified by the Village Board from time to time. Until the fee is paid, no steps shall be taken to process the application. Applications initiated by the Village shall be exempt from fees.

5. Illegal Recording. No subdivision within the Village is entitled to record a final plat until it has been approved in accordance with these regulations. In the event that an unapproved subdivision is recorded, it is invalid and the Village is authorized to prosecute such person and institute proceedings to have the conveyance of the illegal lot nullified and stricken from County records, in addition to all other remedies available to the Village at law or in equity.

(Ord. No. 2156, Art. 2, § 2, 8-19-85; Ord. No. 2177, § 2, 3-3-86; Ord. No. 3053, § 3, 8-28-00; Ord. No. 3108, § 1, 11-26-01)

Section III. - Required improvements and standards of design.

A. Streets.

1. The arrangement, character, extent, width, grade and location of all streets ~~shall conform to the official plan and~~ shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets.
2. ~~Where such is not shown in the official plan, t~~The arrangement of streets in a subdivision shall ~~either~~:
 - a. Provide for the continuation or appropriate projection of existing streets in surrounding areas; or
 - b. Conform to a plan for the neighborhood approved by the Planning and zZoning and planning eCommission to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impracticable; or
 - c. The network of streets shall form an interconnected grid pattern, with multiple intersections when appropriate, and provide for the continuation of existing streets from adjoining areas into new subdivisions.
3. Minor streets shall be so laid out that their use by through traffic will be discouraged.
4. Where a subdivision abuts or contains an existing or proposed arterial street the Planning and zZoning and planning eCommission may require marginal access streets, reverse frontage with screen planting contained in a non-access reservation along the rear of the property line, deep lots with rear service alleys, or such other treatments as may be necessary for adequate protection of residential property and to afford separation of through and local traffic.
5. Dead-end streets are prohibited in new subdivisions unless approved by the Director of Community & Economic Development or their designee, in consultation with the Village Engineer due to site constraints such as topography, natural features, or man-made barriers such as a railroad or raised highway. When dead-end streets are allowed, the following standards apply.
 - i. When the dead-end streets are within 350 feet of another street, pedestrian and bicyclist access shall be provided along a public easement between the lots.

- a. The public easement shall be a minimum of fifteen (15) feet wide.
- b. The public easement shall include a multi-use path constructed of a permanent surface approved by the Director of Community & Economic Development, in consultation with the Village Engineer, with a minimum width of ten feet, and lighting approved by the Director of Community & Economic Development or their designee.

- ~~56.~~ Where a subdivision borders on or contains a railroad or limited access highway right-of-way, the Planning and zZoning ~~and-planning~~ eCommission may require a street approximately parallel to and on each side of such right-of-way, at a distance suitable for the appropriate use of the intervening land, as for park purposes in residential districts, or for parking, commercial or industrial purposes in appropriate districts. Such distances shall also be determined with due regard for the requirements of approach grades and possible future grade separations.
- ~~76.~~ Reserve strips controlling access to streets shall be prohibited except where their control is placed with the village under conditions approved by the Planning and zZoning ~~and-planning~~ eCommission.
- ~~87.~~ Street jogs with center line offsets of less than one hundred twenty-five (125) feet shall be avoided.
- ~~98.~~ A tangent at least one hundred (100) feet long shall be introduced between reverse curves on arterial and collector streets.
- ~~109.~~ Clear visibility measured along the center line of the street shall be provided for at least three hundred (300) feet on arterial streets, at least two hundred (200) feet on collector streets, and at least one hundred (100) feet on all other streets.
- ~~110.~~ Streets shall intersect in a manner to insure safe traffic flow, preferably at right angles.
- ~~124.~~ Street right-of-way widths shall be as shown on the maps of the official plan, or, if not shown, shall be not less than as shown below in the chart of subparagraph 16, except that this ordinance shall in no way reduce the minimum right-of-way width cited for any existing street by previous ordinances or action of the village board.
- ~~132.~~ Half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with the other requirements of these regulations; and where the Planning and zZoning ~~and-planning~~ eCommission finds it will be practicable to require the dedication of the other half when the adjoining property is subdivided. Wherever a tract to be subdivided is adjacent to an existing half street, the other half street shall be platted within the proposed subdivision.

13.

~~Dead-end streets shall be no longer than five hundred (500) feet and shall be provided at the closed ends with a turn around having an outside roadway diameter of at least eighty (80) feet, and a street property line diameter of at least one hundred (100) feet.~~

14. No street names shall be used which will duplicate or be confused with the names of existing streets. Existing street names shall be projected wherever possible. Street names shall be subject to the approval of the Planning and Zoning ~~and planning c~~Commission.

15. Street grades shall be not less than three-tenths (0.3) of one (1) per cent and shall be not more than three (3) per cent on arterial and collector streets, nor more than five (5) per cent on all other streets.

16. Street improvements shall be provided by the subdivider at his own expense. Except for other zoning classifications which may require special consideration by the Planning and Zoning ~~and planning~~ Commission, the minimum requirements shall be in accordance with the schedule below.

SCHEDULE FOR STREET IMPROVEMENTS

Column A: ~~Single-family and two-family r~~Residential districts

Column B: ~~Multiple-family residential~~MX districts

Column C: ~~Business and commercial~~C, O-R and M districts

Column D: Requirements

A	B	C	D. Requirements	
X	X	X	1.	Arterial streets, streets along subdivision boundaries and streets connecting subdivision with existing improved street system: Widths of right-of-way, pavements, sidewalks, planting strips and separation strips as determined after consultation with the <u>Planning and Zoning</u> and Planning Commission and the Village Engineer, and where applicable, with County or State authorities.
		X	2.	Collector streets: 80 foot right-of-way, 48 foot pavement, 15 foot sidewalks one foot
X	X		3.	Collector streets: 66 foot right-of-way, 36 foot pavement, 5 foot sidewalks one foot fr and curb.
		X	4.	Minor streets: 60 foot right-of-way, 36 foot pavement, 11 foot sidewalks one foot from

A	B	C	D. Requirements	
	X		5.	Minor streets: 60 foot right-of-way, 28 foot pavement, 5 foot sidewalks one foot from between sidewalk and curb.
X			6.	Minor streets: 60 foot right-of-way, 28 foot pavement, 4 foot sidewalks one foot from between sidewalk and curb.
		X	7.	Marginal access streets: 54 foot right-of-way, 36 foot pavement, 11 foot sidewalk on separation strip from arterial street.
	X		8.	Marginal access streets: 50 foot right-of-way, 28 foot pavement, 5 foot sidewalk one strip between sidewalk and curb, 6 foot separation strip from arterial street.
X			9.	Marginal access streets: 50 foot right-of-way, 28 foot pavement, 4 foot sidewalk one strip between sidewalk and curb, 6 foot separation strip from arterial street.
				NOTE: Pavement width is distance from back to back of curbs.
X	X	X	10.	Alleys: 20 foot right-of-way, paved full width.
X	X	X	11.	Pavements, curbs and gutters, sidewalks and driveway aprons: in accordance with village standards.
		X	12.	Curb radius at street intersections: 25 feet.
	X		13.	Curb radius at street intersections: 15 feet.
X			14.	Curb radius at street intersections: 15 feet.
X	X	X	15.	Curb radius at street and alley intersections: 15 feet.
X	X	X	16.	Storm sewers or other adequate drainage provisions in accordance with the requirements of the village.

A	B	C	D. Requirements	
X	X	X	17.	Planting and separation strips: Provide a thick stand of permanent grass, with suitable
X	X		18.	Street trees: Not less than 4 feet from any sidewalk or curb and spaced not more than 10 feet apart. Street trees shall be not less than two and one-half inches (2.5") in caliper and shall be a species
X	X	X	19.	Street name signs: In accordance with village standards at all street intersections.

B. *Alleys.* Alleys are to be avoided. When alleys are required for necessary design the following shall be specified:

~~in residential districts. They shall be provided in business and commercial districts, except that the zoning and planning commission may waive this requirement where other definite and assured provision is made for service access, such as off-street loading, unloading and parking consistent with and adequate for the proposed uses.~~

1. Alley intersections and sharp changes in alignment shall be avoided but where necessary, appropriate turning radii shall be provided ~~corners shall be cut off sufficiently~~ to permit safe vehicular movement.
2. Dead-end alleys shall be avoided where possible, but if unavoidable, shall be provided with adequate turnaround facilities as approved by the Planning and Zoning ~~and planning~~ Commission.

C. *Easements.*

1. ~~Where no alleys are platted, e~~Easements for the installation and maintenance of all public utility services shall be provided. Said easements to be not less than ten (10) feet wide, and shall be centered on the rear lot lines or in such other locations as to provide for the proper continuity of such public utility services from block to block.
2. Where a subdivision is traversed by a watercourse, drainageway, channel or stream, there shall be provided a storm water easement or drainage right-of-way conforming substantially with the lines of such watercourse and of adequate width for the purpose.

D. *Blocks.*

1. The lengths, widths and shapes of blocks shall be determined with due regard to:

- a. Provision of adequate building sites suitable to the special needs of the type of use contemplated.
 - b. Requirements as to lot sizes and dimensions.
 - c. Need for convenient access, circulation, control and safety of street traffic.
 - d. Limitations and opportunities of existing topography.
2. Block lengths shall not exceed twelve hundred (1,200) feet, nor be less than six hundred (600) feet.
 3. Pedestrian cross-walkways not less than ten (10) feet wide shall be provided where essential for circulation or access to schools, playgrounds, shopping centers, transportation, and other community facilities.

E. *Lots.*

1. The lot width, depth, shape and orientation and the minimum building set back lines shall be appropriate for the location of the subdivision and for the type of development and use contemplated.
2. All lot sizes shall conform to the zoning district following requirements:
 - ~~a. All residential lots shall conform to the lot size and bulk regulations of the underlying residential zoning district, except that all lots served by septic tanks shall be not less than twenty thousand (20,000) square feet in area.~~
 - ~~b. Depth and width of properties reserved or laid out for business or commercial purposes shall be adequate to provide the offstreet service and parking facilities required by the type of use and development contemplated, and any such commercial (including industrial) building or structure shall not occupy more than fifty (50) percent of the lot or land area upon which such building or structure is erected and that an additional area of the lot be set aside for adequate off-street parking area and be paved with a hard surface dust-proof material.~~
 - ~~c. Any apartment or multiple residence building shall provide for off-street parking to accommodate at least three (3) automobiles for each two (2) families.~~
3. All lots shall abut on a public street.
4. ~~Double frontage, and reverse frontage~~ lots, should be avoided ~~except where essential to provide separation of residential development from traffic arteries or to overcome specific disadvantages of topography and orientation. A planting screen easement of at least ten (10) feet, across~~

~~which there shall be no right of access, shall be provided along the line of lots abutting such a traffic artery or other disadvantageous use.~~

5. Side lot lines shall be substantially at right angles or radial to street lines.

~~6. Repealed.~~

F. *Public Park Sites Donation and Open Spaces.*

~~1. Where maps or plats of the official plan show a proposed park, playground, school or other public use area and where this proposed area is located entirely or in part in a subdivision, the zoning and planning commission may require the dedication or reservation of such area within the subdivision in those cases in which the zoning and planning commission deems reasonable.~~

~~2. Where deemed essential by the zoning and planning commission, upon consideration of the particular type of development proposed in the subdivision and especially in large-scale neighborhood unit developments not anticipated in the official plan, the zoning and planning commission may require the dedication or reservation of such other areas of a character, extent and location suitable to the needs created by such development for parks, playgrounds, schools or other public use areas. However, in no case shall the total amount of required public areas, in addition to public streets, exceed five (5) percent of the total gross acreage controlled by one owner.~~

1. Purpose. The purpose of this Section is to provide for the immediate and future needs of residents for facilities and services that include, among others, parks and recreation, police, street maintenance, and fire protection. New residential development, including subdivisions, planned unit developments, annexations, or other residential development which has not previously met the requirements of this Section, shall be required to donate land or to the costs incurred in meeting these needs.

2. Applicability. The requirements of this Section shall apply to the following:

a. New residential subdivisions.

b. New residential planned unit developments.

c. Any annexation of land.

3. Total Donation Required Per Development. The developer is required to dedicate land or to make a cash contribution in lieu of actual land and remit any fees as established in this Section, according to the formula set forth in Table F-1. Determination of Total Donation Per Development. The donation of land to meet requirements is preferred, and cash contributions in lieu of actual land should only be accepted when unique inability to provide suitable land is demonstrated.

Table F-1

<u>Total Donation = Total Park Donation + Other Cash Contributions</u>
<u>Total Park Donation = (AD in land donated) or (AD X FMV) + (AD + IIF)</u>
<u>AD = Acreage demand based on population generated by the development</u>
<u>FMV = Fair market value, adopted average cost per acre to purchase land</u>
<u>IIF = Initial improvements fee per acre, adopted to fund improvements of areas and facilities</u>

4. Ultimate Population Per Dwelling Unit. The ultimate population density generated by a subdivision, planned unit development, or annexation of land shall be based on the projections set forth in Table F-2 Ultimate Population Per Dwelling Unit, and used in calculating the amounts of land and cash donations required by this Ordinance.

Table F-2

<u>Type of Dwelling</u>	<u>Total Per Dwelling</u>
<u>Single-Unit Dwelling</u>	
<u>1-Bedroom</u>	<u>1.193</u>
<u>2-Bedroom</u>	<u>2.017</u>
<u>3-Bedroom</u>	<u>2.899</u>
<u>4-Bedroom</u>	<u>3.764</u>
<u>5-Bedroom</u>	<u>3.770</u>
<u>Two-Unit Dwelling and Townhouse Dwelling</u>	
<u>1-Bedroom</u>	<u>1.193</u>
<u>2-Bedroom</u>	<u>1.990</u>
<u>3-Bedroom</u>	<u>2.392</u>
<u>4-Bedroom</u>	<u>3.145</u>
<u>Multi-Unit Dwelling</u>	
<u>Efficiency/Studio</u>	<u>1.294</u>
<u>Assisted Living or Memory Care Unit</u>	<u>1.294</u>
<u>1-Bedroom</u>	<u>1.758</u>
<u>2-Bedroom</u>	<u>1.914</u>
<u>3-Bedroom</u>	<u>3.053</u>

5. Park Site Donation

a. General Provisions

- i. Conveyance of Land. Required land donations shall be provided per the requirements of Sec. III(F)(3) Conveyance of Site.
- ii. Cash Donations. Required cash donations shall be provided per the requirements of Sec. III(F)(5)(e) Cash Donations.

iii. Phasing. The improvement of all donated park land sites shall be completed by the developer before 20% of the certificates of occupancy have been issued, but in no event later than three years after the date-of-issuance for the first building permit issued for the department.

b. Land Donation Calculation

i. Park Acreage Requirement. The amount of required park land shall be determined by the ultimate density of the proposed development. For parks, 10.5 acres of park land per 1,000 residents shall be donated.

ii. Land Donation Formula. The following formula determines how many acres are required to be donated: The total number of units for each dwelling type to be built is multiplied by the corresponding population density in Table F-2. Ultimate Population Per Dwelling Unit, and the product for each dwelling type is added to calculate the ultimate population of the development. The total ultimate population for all dwelling units is then divided by 1,000. The result of such division is then multiplied by 10.5 to determine the total acreage needed for park land donation.

c. Criteria for Required Park Land Donation.

i. General Uses. The park land donation site must be suitable for the active park and recreation purposes for which it is intended, and shall be integral components of the neighborhood, not set-asides or left over parcels. The 10.5 acres of park land required per 1,000 of estimated population shall be generally divided among the various active park areas in accordance with the following classifications:

Table F-3 Active Park Land Types

<u>Types of Recreation Area</u>	<u>Size Range</u>	<u>Acres per 1,000 People</u>
<u>Play Lot-Mini Park</u>	<u>0.5-1.5 acres</u>	<u>1.0</u>
<u>Neighborhood Park</u>	<u>3.0-10.0 acres</u>	<u>4.5</u>
<u>Community Park</u>	<u>15.0+ acres</u>	<u>5.0</u>

ii. Location.

1. Parks shall be located no further than a 1,320 feet walking distance from every lot in the subdivision, to allow all users pedestrian access within an approximate five minute walk, and located so as to

be accessible and largely visible from public streets and the surrounding neighborhood.

2. The slope, topography, and geology of the donated site shall be compatible with the surrounding neighborhood.

3. The Village shall retain final selection and approval authority for all park site locations.

iii. Condition of Donated Land. Donated land shall be in a condition ready for facility development including proper site drainage and curb and gutter treatment in a manner consistent with the balance of the development. Original topsoil and vegetative cover shall either remain undisturbed or the site shall be prepared with topsoil, fine-graded, and seeded in a manner consistent with the balance of the development.

d. Park Land Donation Substitutions.

i. Fee in Lieu. If it is determined that park land would be more appropriately located off-site, per requirements of Sec. III(F)(5)(e) Cash Donations, the Village may agree to accept cash in lieu of land.

ii. Off-Site Park Land Donations. At the sole discretion of the Village, off-site park land may be accepted to meet up to 50% of the total required park land donation provided such land is accessible to the community, and advances Village goals. Prior to acceptance of such donation, all structures shall be removed from the subject property, all utilities disconnected, and all land restored to the appropriate natural cover and condition determined by the Director of Community & Economic Development or their designee.

e. Cash Donations

i. Determination of In-Lieu Fee Amounts. The cash contribution in lieu of land shall be determined by multiplying the acreage demand for a given development by the average fair market value for land acquisition.

ii. Determination of Fair Market Value. The cash contributions in lieu of land shall be based on the fair market value of subdivided land improved as specified herein, that otherwise would have been donated as park or recreation sites. The average fair market value for acquiring improved land in the Village is \$250,000 per acre. The FMV shall be adjusted upward at an annual rate of 3% effective January 1, 2025 and annually thereafter.

f. Conveyance Requirements. Each deed or other instrument conveying land to the Village or other public body shall be accompanied by:

- i. A written commitment issued by a title insurer licensed to do business in Illinois to insure the Village's title to such real estate in an amount equal to its value, subject only to then current general real estate taxes, covenants, conditions and restrictions which do not prohibit the use of the subject real estate for park or school use, utility easements located within 20 feet of the boundary lines of the subject real estate, and drainage ditches, feeders, laterals, and underground pipe or other conduit, and acts done or suffered by or judgements against the Village.
- ii. A current boundary line survey, certified to the Village by a licensed Illinois Land Surveyor to be in compliance with the Illinois Land Survey Standard.
- iii. In instances where the real estate to be conveyed is a lot in a recorded subdivision, an assessment plat and tax division petition in a form acceptable to the appropriate county authorities so that the land to be conveyed can be assigned its own permanent real estate index number for exemption purposes.
- iv. An environmental audit, prepared by an environmental consultant acceptable to the Village, assuring the Village that there are no hazardous or toxic substances, wastes, materials or chemicals, as defined in federal, state and local laws, ordinances or regulations, on the property.

G. *Monuments.*

1. Concrete or stone markers, six (6) inches square at the bottom and four (4) inches square at the top and twenty-four (24) inches in length shall be sunk in the ground at each corner or angle on the outside boundary of the subdivision.
2. Iron pipe stakes not less than one inch in diameter and thirty (30) inches in length shall be sunk in the ground at all lots, corners, at points of tangency of curves, and at suitable intervals along curves.
3. All U.S., state, county or other official bench marks, monuments or triangulation stations in or adjacent to the proposed subdivision shall be preserved in precise position.

H. *Utility Improvements.*

1. Water supply facilities, in accordance with the requirements of the village, shall be provided by the subdivider in any subdivision.

2. Sanitary sewage facilities, in accordance with the requirements of the village, shall be provided by the subdivider in any subdivision.
3. Adequate street lighting facilities, in accordance with the requirements of the village, shall be provided by the subdivider for all public streets in any subdivision.

(Ord. No. 2156, Art. 2, § 3, 8-19-85; Ord. No. 2177, § 2, 3-3-86; Ord. No. 3357, §§ 2, 3, 6-12-06; Ord. No. 3889, § 5, 12-14-15)

Section III. Reserved. 1. -- Anti-Monotony Standards.

~~*Purpose.* Generally, no two (2) single-family dwellings of similar front elevation shall be constructed or located on adjacent lots. To encourage architectural and visual diversity, the following standards shall apply to adjacent single-family residential properties as per sections 7.4.D and 8.4.D of the Basic Zoning Ordinance.~~

~~a. The following elements will be used to evaluate front elevations changes and at least three (3) of the following features must be different from the compared residence:~~

~~i. Roof type (hip, gable, mansard, etc.);~~

~~ii. Plan orientation (right-hand model vs. left-hand model, etc.);~~

~~iii. Site orientation (different elevation facing the street);~~

~~iv. Front porch (actual porch vs. stoop or steps with landing); and~~

~~v. Architectural style (contemporary, colonial, prairie school, neo-colonial, neo-deco, neo-federalist, futuristic, etc.);~~

~~vi. Garage layout (attached vs. detached or front loading vs. side loading)~~

~~(Ord. No. 3218, § 1, 11-24-03)~~

Section IV. - Public Improvement Guarantees.

The developer shall supply the following forms of guarantee to the village for public improvements:

- A. An improvement completion guarantee under which the developer agrees to install all required improvements, including, but not limited to, sidewalks, streetlights, curbs and gutters, utilities, pavement, landscaping and stormwater management facilities, at his own expense, in accordance with the plans and specifications, within the time required as a condition of approval. However, for property outside the corporate limits of the village, no such agreement shall be required where the applicant has entered into a similar agreement covering the parcel with county authorities.

Such improvement completion guarantee shall remain in effect until the village engineer recommends its release after an inspection of the improvements shows them to be in acceptable condition and conforming to the plans and specifications. At that time the village manager may release the completion guarantee if all other requirements have been met and the developer has executed a one year warranty for the completed improvements in favor of the village.

(1) Acceptable improvement completion guarantee. The following shall be acceptable forms of improvement completion guarantees.

- (i) Cash escrow. Cash deposit or certified check in the total amount required shall be placed with the village manager.
- (ii) Letter of credit. An irrevocable, commercial letter of credit with any financial institution in a form acceptable to the village manager and village attorney, which provides for administration of such credit in a manner as set forth in subparagraph (1)(i) above.
- (iii) A performance surety bond, together with a labor and material surety bond issued by a surety with an A. M. Best's financial rating of A++, A+, A, A- or FPR9 and in the form set forth in Attachments B-1 and B-2 of this ordinance.

Note— Ord. No. 3053, adopted Aug. 28, 2000, contained attachments B-1 and B-2 that are not set out in this chapter but are available for inspection in the office of the village clerk.

- (iv) A letter of commitment issued by an insurance company or financial institution with an A. M. Best's financial rating of A++, A+, A, A- or FPR9. Such letter of commitment shall contain terms and conditions which are substantially identical to the terms and conditions of the performance surety bond (Attachment B- 1) and labor and material surety bond (Attachment B-2).
- (v) All legal costs associated with an action to obtain such money shall be paid for by the applicant or the issuer of the completion guarantee.

(2) *Forced completion of project.* Should it become necessary to complete a project started by the developer in order to provide for the safety, health and welfare of the residents or for the protection of existing improvements, including those installed by the developer, the village manager, upon the recommendation of the village engineer, shall notify the developer in writing that the developer must immediately commence and diligently proceed with the completion of the identified improvements in accordance with the schedule established by the village engineer. If, after a period of thirty (30) days from the date of the notice, the village manager determines that the developer has either failed to commence or has failed to diligently proceed with the scheduled completion of the improvements, the developer shall forfeit whatever amount of the completion guarantee is required to finish the project to an acceptable status.

(3) *Amount of guarantee.*

- (i) Residential development: The amount of the completion guarantee for all residential development shall be based on the following:
 - (a) Total cost of estimated construction for all required improvements as identified pursuant to subsection IV A. hereinabove, plus fifteen

(15) percent of such total for contingencies, as approved by the village engineer; or

- (b) Total cost of construction for all required improvements under contract, plus ten (10) percent of such total for contingencies, as approved by the village engineer.

Upon final acceptance of the improvements, said completion guarantee shall be reduced to the amount of the maintenance guarantee as set forth in subparagraph (iii) below.

- (ii) Commercial/industrial development: The amount of the completion guarantee for all commercial/industrial development shall be the total sum of the following: Total cost for estimated construction for all required public improvements including, but not limited to, sidewalks, streetlights, curbs and gutters, utilities, pavement, landscaping and stormwater management facilities, plus fifteen (15) percent of such total for contingencies, or total cost for construction for all required public improvements as identified above under contract, plus ten (10) percent of such total for contingencies, as approved by the village engineer.
- (iii) Upon final acceptance of the improvements, said completion guarantee shall be reduced to the amount of the maintenance guarantee as set forth in subparagraph B below.

- B. Maintenance guarantee. In addition to the warranty required by subparagraph A, ten (10) percent of the amount of the completion guarantee (the ten (10) percent completion guarantee") hereof shall be retained by or held to the credit of the village after the final completion of the improvements covered. Such ten (10) percent completion guarantee may be held by the village for a period of twelve (12) months after the final acceptance of such improvements for the purpose of:

- (1) Guaranteeing against and securing the correction of any defect in material or workmanship furnished for such improvements, latent in character, and not discernible at the time of final inspection or acceptance by the village.
- (2) Guaranteeing against and securing the correction of any damage to such improvements by reason of settling of the ground, base, or foundation thereof.

Such ten (10) percent completion guarantee shall also provide that, as such defects develop, the ten (10) percent completion guarantee may be applied by the village for any amounts incurred to correct such defects and that the balance of such deposit, if any, held at the end of such 12-month period shall be returned by the village without interest.

- C. Construction nuisance abatement guarantee. The applicant shall also deposit cash with the village manager in an amount equal to five (5) percent of the improvement completion guarantee required under subparagraph A hereof. Said cash deposit shall in no case be less than one thousand dollars (\$1,000.00) nor

more than fifteen thousand dollars (\$15,000.00). The guarantee may be used from time to time to abate nuisances by applicant during construction, provided that no such expenditure shall be made until forty-eight (48) hours after the village has notified the applicant to abate such nuisance. The 48-hour notice may be waived at the discretion of the village engineer if the nuisance constitutes a hazard. The balance of said deposit, if any, remaining after acceptance of all improvements by the village shall be returned to the depositor without interest. If any funds are used from said guarantee to abate nuisances, the applicant shall promptly restore the guarantee to its original amount.

D. School and park donation guarantee.

- (1) If land is being donated, a deed shall be submitted at the time of final plat approval. All required improvements shall have been built or guaranteed financially at the time of final plat approval.
- (2) If cash is being donated in lieu of land, the cash shall be payable at the time of building permit approval. Failure to pay shall void the building permit and certificate of occupancy.

E. Stormwater improvement guarantee. Notwithstanding anything to the contrary set forth herein, guarantees for stormwater improvements shall be subject to and shall be provided in accordance with Appendix D to the Village Code.

(Ord. No. 3053, § 2, 8-28-00)

Section V. ~~Reserved. - Variations.~~

~~A. — The village board, upon the recommendation of the zoning and planning commission, may approve variations from the requirements of this ordinance in specific cases where such variations do not affect the general plan or spirit of this ordinance.~~

~~(Ord. No. 2156, Art. 2, § 4, 8-19-85; Ord. No. 2177, § 2, 3-3-86)~~

Section VI. - Validity.

- A. If any section, clause, paragraph, regulation or provision of this ordinance is found invalid by any court of competent jurisdiction, such judgment shall not affect, impair, invalidate or nullify the remainder of this ordinance, but only that part found invalid by such court.

(Ord. No. 2156, Art. 2, § 5, 8-19-85)

Section VII. - Reserved.

Editor's note— Ord. No. 3700, § 3, adopted May 21, 2012, deleted § art. II, § VII, entitled "Violation and penalty", which derived from: Ord. No. 905, adopted Sept. 8, 1964; and Ord. No. 2156, Art. 2, § 6, adopted Aug. 19, 1985.

Section VIII. - Repeal of conflicting ordinances.

- A. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

(Ord. No. 2156, Art. 2, § 7, 8-19-85)

Section IX. - Effect.

- A. This ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED: This 7th day of May, 1956



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: November 11, 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 background check of the applicant.

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 indicate a preference in favor of the proposal (Three Trustees voted in favor, two abstained, one recused, one was absent).

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.

In addition to the licenses described above, on November 11, 2024, the Village Board of Trustees approved an Ordinance creating new Class AAAA license: Class AAAA—

Tavern, Unrestricted. Class AAAA licenses shall prohibit video gaming but 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.

**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: Chuck Howard, Finance Director

DATE: November 11, 2024

SUBJECT: An Ordinance Providing for the Issue of \$756,500.00 General Obligation Limited Tax Bonds, Series 2024A, of the Village of Villa Park, DuPage County, Illinois and for the Levy of a Direct Annual Tax to Pay the Principal Of and Interest On Said Bonds

RECOMMENDED ACTION:

Annually, the Village sells bonds for the purpose of providing funds to pay debt service on the Village's General Obligation Refund Bonds (Alternative Revenue Source), Series 2017 and General Obligation Bonds (Alternative Revenue Source), Series 2022A. These alternate revenue bonds are to be funded by Rollover Bonds, issued each fall, which are paid back using our non-home rule debt service extension base (DSEB). The DSEB capacity provides some additional funding for capital purchases, such as vehicles and building improvements. The Rollover Bonds were competitively bid on November 7th, a favorable rate was received for a total aggregate principal of \$756,500.

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

TIF 3 Debt plan summary for property tax supported debt

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

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

DISCUSSION:

Bonds were competitively bid on November 7, 2024. Four bids were received. The lowest bid was received by Peoples National Bank of Kewanee of Kewanee, Illinois with an interest rate of 3.62%. Anthony Miceli, from Speer Financial Inc., will be present at the Village Board meeting on Monday to present the sale of the bonds and answer any questions from the Board.

DANIEL FORBES
President

RAPHALIATA MCKENZIE
Senior Vice President

MAGGIE BURGER
Senior Vice President

ANTHONY MICELI
Senior Vice President

MARK JERETINA
Senior Vice President

AARON GOLD
Vice President

November 7, 2024

The Honorable Nick Cuzzone and
Members of the Village Board
Village of Villa Park
20 South Ardmore Avenue
Villa Park, Illinois 60181

Dear President Cuzzone and Members of the Village Board:

Bids were received today for the \$752,000 General Obligation Limited Tax Bonds, Series 2024A. There were four bids received which are listed at the bottom of this letter.

Upon examination, it is our opinion that the bid of Peoples National Bank of Kewanee, Kewanee, Illinois (the "Purchaser"), is the best bid received, and it is further our opinion that the bid is favorable to the Village and should be accepted. After the sale, in order to maximize the Village's debt service extension base, the issue size was increased by \$4,500 to \$756,500. We therefore recommend that the Bonds be awarded to the Purchaser at a revised price of \$756,500, being at a net interest rate of 3.62%. The bidders are listed as follows:

<u>Account Managers</u>	<u>Net Interest Rate</u>
Peoples National Bank of Kewanee, Kewanee, Illinois	3.62%
First Secure Community Bank, Sugar Grove, Illinois.....	4.01%
Hinsdale Bank & Trust Company, N.A., Hinsdale, Illinois.....	4.15%
Republic Bank of Chicago, Oak Brook, Illinois	5.03%

Respectfully submitted,



Anthony F. Miceli
Senior Vice President

AFM/hgs
Enclosures

Village of Villa Park, DuPage County, Illinois

General Obligation Limited Tax Bonds, Series 2024A

FINANCING MODEL

*****FINAL*****

General Obligation Limited Tax Bonds, Series 2024A							
Dated: November 25, 2024							
Levy Year	Bond Year	Debt Service Extension Base (DSEB) (1)	Principal Due: (11/1)	Rate	Interest Due: (11/1)	Total Due: (11/1)	DSEB Margin
2024	2025	\$ 782,138.59	\$ 756,500.00	3.620%	\$ 25,559.61	\$ 782,059.61	78.98
			\$ 756,500.00		\$ 25,559.61	\$ 782,059.61	

Notes:

(1) The original Debt Service Extension Base of \$552,917.75 has increased due to CPI increases of 0.10% for levy year 2009, 2.70% for levy year 2010, 1.50% for levy year 2011, 3.00% for levy year 2012, 1.70% for levy year 2013, 1.50% for levy year 2014, 0.80% for levy year 2015, 0.7% for levy year 2016, 2.1% for levy year 2017, 2.1% for levy year 2018 and 1.9% for levy year 2019, 2.3% for levy year 2020, and 1.4% for levy year 2021, 5.00% for levy year 2022, 5.00% for levy year 2023 and 3.4% for levy year 2024.

Village of Villa Park, DuPage County, Illinois
General Obligation Limited Tax Bonds, Series 2024A

COSTS OF ISSUANCE AND USE OF PROCEEDS

*****Final*****

Cost Item	Service Provider	Cost	Notes
Financial Advisor	Speer Financial, Inc.	\$7,000.00	Confirmed
Bond Counsel	Miller Canfield	\$10,000.00	Confirmed
Local Counsel	Storino Ramello and Durkin	\$6,500.00	Confirmed
Total Costs of Issuance:		\$23,500.00	

USE OF PROCEEDS			
Series 2017 Bond Payments	12/15/2024	\$368,300.00	Confirmed
Series 2022A Bond Payments	12/15/2024	\$112,350.00	Confirmed
Deposit to Project Fund		\$252,350.00	Confirmed
Costs of Issuance		\$23,500.00	Confirmed
Total Proceeds		\$756,500.00	

Note: (1) Series 2024A bond proceeds can only be used to fund the 12/15/24 payment on the Series 2017 and Series 2022A Bonds. For the 6/15/25 payments, the Village will need to take operating funds budgeted for capital projects to make the payment. In turn, the bond proceeds that were going to be used to make the 6/15/25 payment will now be used for capital.

Village of Villa Park

Debt Service Extension Base Table

Levy Year	Debt Service Extension Base	CPI Factor	New DSEB	Increase From Prior DSEB	Aggregate Increase in DSEB	Status
2008	\$552,917.75	Original Base				Known
2009	\$552,917.75	0.10%	\$553,470.67	\$552.92	\$552.92	Known
2010	\$553,470.67	2.70%	\$568,414.38	\$14,943.71	\$15,496.63	Known
2011	\$568,414.38	1.50%	\$576,940.59	\$8,526.22	\$24,022.84	Known
2012	\$576,940.59	3.00%	\$594,248.81	\$17,308.22	\$41,331.06	Known
2013	\$594,248.81	1.70%	\$604,351.04	\$10,102.23	\$51,433.29	Known
2014	\$604,351.04	1.50%	\$613,416.30	\$9,065.27	\$60,498.55	Known
2015	\$613,416.30	0.80%	\$618,323.63	\$4,907.33	\$65,405.88	Known
2016	\$618,323.63	0.70%	\$622,651.90	\$4,328.27	\$69,734.15	Known
2017	\$622,651.90	2.10%	\$635,727.59	\$13,075.69	\$82,809.84	Known
2018	\$635,727.59	2.10%	\$649,077.87	\$13,350.28	\$96,160.12	Known
2019	\$649,077.87	1.90%	\$661,410.35	\$12,332.48	\$108,492.60	Known
2020	\$661,410.35	2.30%	\$676,622.79	\$15,212.44	\$123,705.04	Known
2021	\$676,622.79	1.40%	\$686,095.51	\$9,472.72	\$133,177.76	Known
2022	\$686,095.51	5.00%	\$720,400.28	\$34,304.78	\$167,482.53	Known
2023	\$720,400.28	5.00%	\$756,420.30	\$36,020.01	\$203,502.55	Known
2024	\$756,420.30	3.40%	\$782,138.59	\$25,718.29	\$229,220.84	Known

Village of Villa Park

Bond Issue Notification Act (BINA) Schedule

Date	BINA Amount	Bond Issue	Principal Amount	BINA Balance	Status
10/22/2018	\$1,500,000.00			\$1,500,000.00	Final
11/26/2018		2018D	\$633,520.00	\$866,480.00	Final
11/25/2019		2019C	\$650,750.00	\$215,730.00	Final
11/9/2020	\$1,500,000.00			\$1,500,000.00	Final
11/23/2020		2020	\$671,890.00	\$828,110.00	Final
11/22/2021		2021	\$756,500.00	\$71,610.00	Final
10/24/2022	\$1,500,000.00			\$1,500,000.00	Final
11/14/2022		2022B	\$697,000.00	\$803,000.00	Final
11/13/2023		2023	\$726,500.00	\$76,500.00	Final
10/28/2024	\$1,600,000.00			\$1,600,000.00	Final
11/11/2024		2024A	\$756,500.00	\$843,500.00	Final

Submitted by: Charles Eastman from Peoples National Bank of Kewanee on November 7, 2024 8:17 AM

SPEERBIDS.COM BID FORM

Village of Villa Park
20 South Ardmore Avenue
Villa Park, Illinois 60181

November 7, 2024

Village Board:

For the ~~\$752,000~~ \$756,500 General Obligation Limited Tax Bonds, Series 2024A (the "Bonds"), of the Village of Villa Park, DuPage County, Illinois, as described in the annexed Preliminary Term Sheet, we will pay you no less than par and accrued interest from the dated date of the Bonds to the date of delivery for the Bonds bearing interest as follows (each rate a multiple of 1/8 or 1/100 of 1%).

By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the District in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the District in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

MATURITY* - NOVEMBER 1

2025 ~~\$752,000.00~~ \$756,500.00 3.62 %

The Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois.

Account Manager Information

Bid Submitted By:	Peoples National Bank of Kewanee	Direct Number:	309-853-3333
Name of Purchaser:	Charles Eastman	Fax Number:	309-853-1708
Street Address:	207 N. Tremont Street	State:	IL
City:	Kewanee	Zip Code:	61443
Email:	pnbce@pnb-Kewanee.com		

-----NOT PART OF THE BID-----
(Calculation of interest cost)

	Original	Revised
Issue Size	\$752,000.00	\$756,500.00
Gross Interest	\$25,407.57	\$25,559.61
Less Premium/Plus Discount	0.00	\$0.00
Net Interest Cost	\$25,407.57	\$25,559.61
Net Interest Rate	3.62%	3.62%
Total BOND Years	701.87	706.07
Average Life Years	0.933 Years	0.933 Years

The foregoing bid was accepted and the Bonds sold by ordinance of the District on November 11, 2024.

VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS

President



FINAL TERM SHEET DATED NOVEMBER 11, 2024

Village of Villa Park, DuPage County, Illinois

\$756,500 General Obligation Limited Tax Bonds, Series 2024A

Issuer: Village of Villa Park, DuPage County, Illinois (the "Village").

Issue: \$756,500 General Obligation Limited Tax Bonds, Series 2024A (the "Bonds").

Award Date: November 11, 2024.

Dated/Delivery Date: November 25, 2024.

Method of Sale: Competitive.

Purchaser: Peoples National Bank of Kewanee, Kewanee, Illinois (the "Purchaser").

Interest Payment Date: Interest is due on November 1, 2025. Interest is calculated on the basis of a 360-day year consisting of twelve 30-day months.

Principal Due: November 1, 2025.

Maturity, Amount	Maturity	Principal	Interest	
Interest Rate and Yield:	<u>November 1</u>	<u>Amount</u>	<u>Rate</u>	<u>Yield</u>
	2025	\$756,500	3.62%	NRO

Purchase Price: Par.

Good Faith Deposit: A good faith deposit will **NOT** be required.

No Bank Qualification: The Bonds will **NOT** be designated as "qualified tax-exempt obligations."

Legal Opinion/Tax Exemption: Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois, Bond Counsel, will provide an opinion as to the validity and federal tax exemption of the interest on the Bonds. Interest on the Bonds is **not** exempt from present State of Illinois income taxes.

Registrar/Paying Agent: The Purchaser will act as bond registrar and paying agent on the Bonds.

Registered or Book-Entry: The Bonds will be registered in the name of the Purchaser.

Rule G-34, as Amended: Rule G-34, as amended, extends to non-dealer municipal advisors the requirement that a municipal advisor obtain a CUSIP number when advising on a competitive transaction in municipal securities.

Rule G-34, as Amended (cont): Rule G-34, as amended, provides a principles-based exception for municipal advisors in competitive sales from the CUSIP number requirements when selling a new issue of municipal securities in certain circumstances where the municipal advisor reasonably believes (e.g., by obtaining a written representation) that the present intent of the purchasing entity is to hold the municipal securities to maturity or earlier redemption or mandatory tender. Specifically, Rule G-34(a)(i)(F) provides as follows:

“(F) [A] municipal advisor advising the issuer with respect to a competitive sale of a new issue, which is being purchased directly by a bank, any entity directly or indirectly controlled by the bank or under common control with the bank, other than a broker, dealer or municipal securities dealer ... may elect not to apply for assignment of a CUSIP number or numbers if the ... municipal advisor reasonably believes (e.g., by obtaining a written representation) that the present intent of the purchasing entity or entities is to hold the municipal securities to maturity”

Should your bid be the best bid and should this not be relevant in your situation please advise Speer Financial, Inc. immediately.

Authorization: The Bonds are being issued pursuant to the Illinois Municipal Code and the Local Government Debt Reform Act of the State of Illinois, each as supplemented and amended, and an ordinance to be adopted by the Village Board on the Award Date.

Purpose: Proceeds of the Bonds will be used to pay debt service for outstanding obligations of the Village, as listed below, to fund various capital projects and to pay the costs of issuance of the Bonds.

<u>Issue</u>	<u>Payment Date</u>	<u>Debt Service</u>
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017	12/15/24	\$368,300.00
General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022A	12/15/24	<u>112,350.00</u>
Total		\$480,650.00

Security: In the opinion of Bond Counsel, the Bonds are valid and legally binding upon the Village and are payable from any funds of the Village legally available for such purpose, and all taxable property in the Village is subject to the levy of taxes to pay the same without limitation as to rate, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. The amount of said taxes that may be extended to pay the Bonds is, however, limited as provided by the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "Tax Extension Limitation Law").

Security (cont.):

The Debt Reform Act provides that the Bonds are “limited bonds” payable from the debt service extension base of the Village (the “Base”), which is an amount equal to that portion of the extension for the Village for the 1994 levy year constituting an extension for payment of principal and interest on bonds issued by the Village without referendum, but not including alternate bonds issued under Section 15 of the Debt Reform Act or refunding obligations issued to refund or to continue to refund obligations of the Village initially issued pursuant to referendum, increased each year, commencing with the 2009 levy year, by the lesser of 5% or the percentage increase in the Consumer Price Index (as defined in the Tax Extension Limitation Law) during the 12-month calendar year preceding the levy year. The amount of the Base for the 2024 levy year is \$782,138.59. The Tax Extension Limitation Law further provides that the annual amount of taxes to be extended to pay the Bonds and all other limited bonds heretofore and hereafter issued by the Village shall not exceed the Base.

The Bonds will constitute the only series of limited bonds of the Village payable from the 2024 Base. The Village is authorized to issue from time to time additional limited bonds payable from the Base, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the Village's limited bonds.

**Illinois Property Tax
Extension Limitation Law:**

The Village, as a non-home rule unit of local government located in DuPage County, Illinois, became subject to the Tax Extension Limitation Law in 1995 pursuant to a legislative action by the General Assembly. The effect of the Tax Extension Limitation Law is to limit the amount of property taxes that can be extended for a taxing body. In addition, general obligation bonds, notes and installment contracts payable from ad valorem taxes unlimited as to rate and amount cannot be issued by the affected taxing bodies unless the obligations first are approved at a direct referendum, are alternate bonds or are for certain refunding purposes.

Public Act 89-385, effective August 18, 1995, permits local governments, including the Village, to issue limited bonds in lieu of general obligation bonds that have otherwise been authorized by applicable law.

Denomination:

\$5.00 or integral multiples thereof.

Municipal Advisor:

Speer Financial, Inc., Chicago, Illinois (“Speer”).

Expenses:

The Village will pay for the legal opinion and municipal advisor's fee. At closing, the Village will deliver one typed bond.

No Optional Redemption:

The Bonds are **not subject to redemption prior to maturity**.

Credit Rating:

A credit rating will not be requested for the Bonds.

Secondary Market Disclosure:

This Bond issue is not subject to the continuing disclosure provisions of Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

Issue Price:

Unless the Purchaser shall intend to hold the Bonds for its own account and without a present intent to sell, and give appropriate certification, the Purchaser shall assist the Village in establishing the issue price of the Bonds and shall execute and deliver to the Village at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, substantially in the form of either Certificate 2 or Certificate 5 published by the National Association of Bond Lawyers in May 2017, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the Village and Bond Counsel.

Investor Letter:

The Purchaser will be required to execute an investor letter wherein the purchaser will certify to the Village and Bond Counsel that it (i) is acquiring the Bonds for its own account and solely for investment purposes and not with a view to any distribution of any Bond or any interest therein or a portion thereof or with any present intention of distributing or selling any Bond or any interest therein or portion thereof and (ii) has knowledge and experience in financial and business matters, including the acquisition and holding of tax-exempt obligations, that it is capable of evaluating the merits and risks of purchasing the Bonds and is able to bear such risks.

President, Village of Villa Park

SIGN HERE

Submitted by: Michael Rittof from 1st Secure Community Bank on November 4, 2024 10:46 AM

SPEERBIDS.COM BID FORM

Village of Villa Park
20 South Ardmore Avenue
Villa Park, Illinois 60181

November 7, 2024

Village Board:

For the \$752,000 General Obligation Limited Tax Bonds, Series 2024A (the "Bonds"), of the Village of Villa Park, DuPage County, Illinois, as described in the annexed Preliminary Term Sheet, we will pay you no less than par and accrued interest from the dated date of the Bonds to the date of delivery for the Bonds bearing interest as follows (each rate a multiple of 1/8 or 1/100 of 1%).

By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the District in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the District in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

MATURITY* - NOVEMBER 1

2025 \$752,000 4.01 %

The Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois.

Associated Bidders

First Secure Community Bank	Sugar Grove	IL
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Account Manager Information

Bid Submitted By:	1st Secure Community Bank	Direct Number:	8152308013
Name of Purchaser:	Michael Rittof	Fax Number:	8152308001
Street Address:	2398 Essington Rd	State:	IL
City:	Joliet	Zip Code:	60435
Email:	mrittof@1stsecurebank.com		

-----NOT PART OF THE BID-----
(Calculation of interest cost)

Issue Size	\$752,000.00
Gross Interest	\$28,144.85
Less Premium/Plus Discount	0.00
Net Interest Cost	\$28,144.85
Net Interest Rate	4.01%
Total BOND Years	701.87
Average Life Years	0.933 Years

The foregoing bid was accepted and the Bonds sold by ordinance of the District on November 11, 2024.

VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS

President

Submitted by: Tim O'Brien from Wintrust Financial on November 7, 2024 8:56 AM

SPEERBIDS.COM BID FORM

Village of Villa Park
20 South Ardmore Avenue
Villa Park, Illinois 60181

November 7, 2024

Village Board:

For the \$752,000 General Obligation Limited Tax Bonds, Series 2024A (the "Bonds"), of the Village of Villa Park, DuPage County, Illinois, as described in the annexed Preliminary Term Sheet, we will pay you no less than par and accrued interest from the dated date of the Bonds to the date of delivery for the Bonds bearing interest as follows (each rate a multiple of 1/8 or 1/100 of 1%).

By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the District in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the District in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

MATURITY* - NOVEMBER 1

2025 \$752,000 4.15 %

The Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois.

Associated Bidders

Hinsdale Bank & Trust Company, N.A.	Hinsdale	IL
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Account Manager Information

Bid Submitted By:	Wintrust Financial	Direct Number:	312-981-0765
Name of Purchaser:	Tim O'Brien	Fax Number:	630-594-8165
Street Address:	231 S. LaSalle Street	State:	IL
City:	Chicago	Zip Code:	60604
Email:	tobrien@wintrust.com		

-----NOT PART OF THE BID-----
(Calculation of interest cost)

Issue Size	\$752,000.00
Gross Interest	\$29,127.47
Less Premium/Plus Discount	0.00
Net Interest Cost	\$29,127.47
Net Interest Rate	4.15%
Total BOND Years	701.87
Average Life Years	0.933 Years

The foregoing bid was accepted and the Bonds sold by ordinance of the District on November 11, 2024.

VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS

President

Submitted by: Michael Nacyk from Republic Bank of Chicago on November 7, 2024 10:10 AM

SPEERBIDS.COM BID FORM

Village of Villa Park
20 South Ardmore Avenue
Villa Park, Illinois 60181

November 7, 2024

Village Board:

For the \$752,000 General Obligation Limited Tax Bonds, Series 2024A (the "Bonds"), of the Village of Villa Park, DuPage County, Illinois, as described in the annexed Preliminary Term Sheet, we will pay you no less than par and accrued interest from the dated date of the Bonds to the date of delivery for the Bonds bearing interest as follows (each rate a multiple of 1/8 or 1/100 of 1%).

By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the District in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the District in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

MATURITY* - NOVEMBER 1

2025 \$752,000 5.03 %

The Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois.

Associated Bidders

Republic Bank of Chicago	Oak Brook	IL
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Account Manager Information

Bid Submitted By:	Republic Bank of Chicago	Direct Number:	630-540-7764
Name of Purchaser:	Michael Nacyk	Fax Number:	630-928-1452
Street Address:	2221 Camden Court	State:	IL
City:	Oak Brook	Zip Code:	60523
Email:	mnacyk@republicebank.com		

-----NOT PART OF THE BID-----
(Calculation of interest cost)

Issue Size	\$752,000.00
Gross Interest	\$35,303.89
Less Premium/Plus Discount	0.00
Net Interest Cost	\$35,303.89
Net Interest Rate	5.03%
Total BOND Years	701.87
Average Life Years	0.933 Years

The foregoing bid was accepted and the Bonds sold by ordinance of the District on November 11, 2024.

VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS

President

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, held at the Village Hall, Second Floor – Board Chambers, 20 South Ardmore Avenue, Villa Park, Illinois 60181, in said Village, at 7:00 o’clock P.M., on the 11th day of November, 2024.

* * *

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

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

The following Trustees were absent from the meeting: _____

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

The Village President announced that a proposal had been received from Peoples National Bank of Kewanee, Kewanee, Illinois, for the purchase of the Village’s non-referendum General Obligation Limited Tax Bonds, Series 2024A, to be issued by the Village pursuant to Section 8-5-16 of the Municipal Code of the State of Illinois and Section 15.01 of the Local Government Debt Reform Act of the State of Illinois, and the benefits to accrue thereby to the Village and that the President and Board of Trustees would consider the adoption of an ordinance providing for the issue of said bonds and the levy of a direct annual tax to pay the principal and interest thereon.

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

ORDINANCE NO. ____

AN ORDINANCE providing for the issue of \$756,500.00 General Obligation Limited Tax Bonds, Series 2024A, of the Village of Villa Park, DuPage County, Illinois, and for the levy of a direct annual tax to pay the principal of and interest on said bonds.

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

WHEREAS, the needs of the Village require the expenditure of not less than the sum of \$252,350.00, plus estimated investment earnings on the proceeds of bonds, as hereinafter referred to, prior to disbursement, to finance capital expenditures for the purchase of equipment, including computer equipment, vehicles, utility trucks, police squad cars and equipment, dump trucks, maintenance trucks and cardiac monitors, in and for the Village, and for the payment of the expenses incident thereto (the “*2024 Village Project*” or the “*Project*”), all in accordance with the preliminary plans and estimate of cost heretofore approved by the President and Board of Trustees (the “*Corporate Authorities*”) of the Village and now on file in the office of the Village Clerk; and

WHEREAS, the Corporate Authorities finds that it does not have sufficient funds on hand for the purposes aforesaid, and that the cost thereof, including legal, financial and other expenses, will be not less than \$252,350.00 and that it is necessary and for the best interests of the Village that it borrow the sum of up to \$252,350.00 and issue bonds of the Village to evidence the borrowing; and

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

WHEREAS, it is necessary and desirable to refund the principal and interest due on December 15, 2024, with respect to the Outstanding Obligations (the “*Refunding*”); and

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

WHEREAS, the Corporate Authorities finds that it does not have sufficient funds on hand for the Refunding, and that the cost thereof, including legal, financial and other expenses, will be not less than \$480,650.00, and that it is necessary and for the best interests of the Village that it borrow the sum of up to \$480,650.00 and issue bonds of the Village to evidence the borrowing for the Refunding; and

WHEREAS, the Corporate Authorities does hereby find and determine that upon the issuance of the bonds in the aggregate principal amount of \$756,500.00 (the “*Bonds*”) now proposed to be issued as a single issue for the Project and the Refunding, all in accordance with the provisions of Section 8-5-16 of the Municipal Code, the aggregate outstanding bonds of the Village issued pursuant to said Section, including the Bonds herein authorized, will not exceed one-half of one percent of the assessed value of all of the taxable property located within the Village, and accordingly, it is not necessary to submit the proposition of issuing the Bonds to the voters of the Village for approval, and

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

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

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the Village called a public hearing (the “**Hearing**”) for the 28th day of October, 2024, concerning the intent of the Corporate Authorities to sell \$1,600,000.00 General Obligation Limited Tax Bonds, Series 2024A; and

WHEREAS, notice of the Hearing was given (i) by publication on October 18, 2024 being at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Villa Park Suburban Life*, the same being a newspaper of general circulation in the Village, and (ii) by posting at least forty-eight (48) hours before the Hearing a copy of said notice at the principal office of the Corporate Authorities; and

WHEREAS, the Hearing was held on the 28th day of October, 2024, and at the Hearing, the Corporate Authorities explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 28th day of October, 2024, and not less than seven (7) days have passed since the final adjournment of the Hearing, and

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

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

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

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

Section 2. Authorization. It is hereby found and determined that the Corporate Authorities has been authorized by law to borrow upon the credit of the Village and as evidence of such indebtedness to issue bonds of the Village in an amount of \$756,500.00, the proceeds of said bonds to be used for the purpose of payment of costs of the 2024 Village Project and the Refunding, and expenses incidental thereto; and it is necessary and for the best interests of the Village that there be issued at this time \$756,500.00 of the bonds so authorized.

Section 3. Bond Details. There shall be borrowed on the credit of and for and on behalf of the Village the sum of \$756,500.00 for the purposes aforesaid. Bonds of the Village shall be issued in said amount and shall each be designated “General Obligation Limited Tax Bond, Series 2024A.” The Bonds shall be dated November 25, 2024, and shall also bear the date of authentication thereof, shall be in fully registered form, shall be in denominations of \$5.00 or authorized integral multiples thereof, and shall be numbered 1 and upward. The Bonds shall become due and payable (without option of prior redemption) on November 1, 2025, and shall bear interest at the rate of 3.62% per annum.

The Bonds shall bear interest from their date, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on November 1, 2025. So long as the Bonds are held in book-entry form as hereinafter more specifically set forth, interest on each Bonds shall be paid to the Depository of record as the registered owner on the applicable record date by check or draft or electronic funds transfer as may be agreed by the Treasurer of the Village, the Bond Registrar and the Depository. **“Depository”** means The Depository Trust Company, a New York limited trust company, its successors, or a successor depository qualified to clear securities under applicable state and federal laws. In the event the Bonds should ever become available in physical form to registered owners other than the Depository, interest on each Bond shall be paid by check or draft of Peoples National Bank of Kewanee, Kewanee, Illinois as the bond registrar and paying agent (the **“Bond Registrar”** and **“Paying Agent”** or its successor), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on October 15, 2025 for the November 1, 2025 interest payment. The principal of the Bonds shall be payable in lawful money of the United States of America at the Bond Registrar.

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

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

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

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

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

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

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on October 15, 2025, and ending at the opening of business on November 1, 2025.

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

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

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

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

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

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

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

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

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

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

(Form of Bond - Front Side)

REGISTERED
\$756,500.00

REGISTERED
NO. 1

UNITED STATES OF AMERICA

STATE OF ILLINOIS

DUPAGE COUNTY

VILLAGE OF VILLA PARK

GENERAL OBLIGATION LIMITED TAX BOND, SERIES 2024A

Interest
Rate: 3.62%

Maturity
Date: November 1, 2025

Dated:
November 25, 2024

REGISTERED OWNER: PEOPLES NATIONAL BANK OF KEWANEE, KEWANEE,
ILLINOIS

PRINCIPAL AMOUNT: SEVEN HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED
DOLLARS (\$756,500.00)

[1] **KNOW ALL PERSONS BY THESE PRESENTS**, that the Village of Villa Park, DuPage County, Illinois (the “*Village*”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered transferees as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Dated Date identified above at the Interest Rate percent per annum identified above on November 1, 2025, and until said Principal Amount is paid. The principal of this Bond is payable in lawful money of the United States of America at the designated office of Peoples National Bank of Kewanee, Kewanee, Illinois, as bond registrar and paying agent (the “*Bond Registrar*”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar at the close of business on

October 15, 2025 and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the Village, including the issue of bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity. Although this Bond constitutes a general obligation of the Village and no limit exists on the rate of said direct annual tax, the amount of said tax is limited by the provisions of the Property Tax Extension Limitation Law of the State of Illinois, as amended (the “**Law**”). The Law provides that the annual amount of the taxes to be extended to pay the issue of Bonds of which this Bond is one and all other limited bonds (as defined in the Local Government Debt Reform Act of the State of Illinois, as amended) heretofore and hereafter issued by the Village shall not exceed the debt service extension base (as defined in the Law) of the Village (the “**Base**”) less the amount extended to pay certain other non-referendum bonds heretofore and hereafter issued by the Village, as more fully described in the proceedings of the Village providing for the issue of this Bond. The Village is authorized to issue from time to time additional limited bonds payable from the Base

and additional non-referendum bonds payable from property taxes unlimited as to rate or amount, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the Village's limited bonds.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] **IN WITNESS WHEREOF**, the Village of Villa Park, DuPage County, Illinois, by its President and Board of Trustees, has caused this Bond to be signed by the manual or duly authorized facsimile signatures of the Village President and Village Clerk of said Village, and to be countersigned by the manual or duly authorized facsimile signature of the Village Treasurer of the Village, as they shall determine, and sealed with the corporate seal of the Village, by impression or facsimile, all as appearing hereon and as of the Dated Date as identified above.

(Form – Not for Signature) _____

Village President
Village of Villa Park,
DuPage County, Illinois

[SEAL]

(Form – Not for Signature) _____

Village Clerk
Village of Villa Park,
DuPage County, Illinois

Countersigned:

(Form – Not for Signature) _____

Village Treasurer
Village of Villa Park,
DuPage County, Illinois

Date of Authentication: November 25, 2024

**CERTIFICATE
OF
AUTHENTICATION**

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Limited Tax Bonds, Series 2024A, of the Village of Villa Park, DuPage County, Illinois.

PEOPLES NATIONAL BANK OF KEWANEE,
as Bond Registrar

Bond Registrar and Paying Agent:

Peoples National Bank of Kewanee,
Kewanee, Illinois

By _____ (Form – Not for Signature)
Authorized Officer

(Form of Bond - Reverse Side)

VILLAGE OF VILLA PARK

DUPAGE COUNTY, ILLINOIS

GENERAL OBLIGATION LIMITED TAX BOND, SERIES 2024A

[6] This Bond is issued by the Village (i) to finance capital projects of the Village, namely, capital expenditures for the purchase of equipment, including computer equipment, vehicles, utility trucks, police squad cars and equipment, dump trucks, maintenance trucks and cardiac monitors, in and for the Village, and for the payment of the expenses incident thereto and (ii) for refunding certain principal and interest to become due on the presently outstanding and unpaid General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017 and General Obligation Bonds (Alternate Revenue Source), Series 2022A, of the Village, all as further described in the ordinance of the Village pursuant to which this Bond has been issued (the “*Ordinance*”). This Bond is issued pursuant to and in all respects in full compliance with the provisions of The Municipal Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended, and is authorized by said President and Board of Trustees by the Ordinance duly and properly adopted for that purpose, in all respects as provided by law.

[7] The Bonds are issued in fully registered form in the denominations of \$5.00 or authorized integral multiples thereof. This Bond may be exchanged at the designated office of the Bond Registrar in Kewanee, Illinois for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations upon the terms set forth in the Ordinance.

[8] This Bond is transferable by the Registered Owner hereof in person or by the Registered Owner’s attorney duly authorized in writing at the designated office of the Bond

Registrar in Kewanee, Illinois but only in the manner, subject to the limitations, and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denomination(s) of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[9] The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on October 15, 2025 and ending at the close of business on November 1, 2025.

[10] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes; and the Village and the Bond Registrar shall not be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

(Name and Address of Transferee)
the within Bond and does hereby irrevocably constitute and appoint

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. Sale of Bonds. Pursuant to the Competitive Sale, the Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Village Treasurer, and be by said Treasurer delivered to Peoples National Bank of Kewanee, Kewanee, Illinois as Purchaser thereof, upon receipt of the purchase price therefor, the same being par, plus accrued interest to date of delivery (if any); the Bid Form and Final Term Sheet, being the contract for the sale of the Bonds heretofore entered into (the "**Purchase Contract**") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such prices and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon each such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the Village and that no person holding any office of the Village, either by

election or appointment, is in any manner interested, either directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use of the Final Term Sheet by Speer Financial, Inc., Chicago, Illinois (the “**Municipal Advisor**”), in connection with the sale of the Bonds is ratified. The use by the Municipal Advisor of the Final Term Sheet relating to the Bonds and before the Board at the time of the adoption hereof is hereby ratified, approved and authorized; the execution and delivery of the Final Term Sheet is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract and this Ordinance

Section 7. Tax Levy. In order to provide for the collection of a direct annual tax to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the Village a direct annual tax for each of the years while the Bonds or any of them are outstanding; and there be and there is hereby levied upon all of the taxable property in the Village, the following direct annual tax, to-wit:

**FOR THE A TAX TO PRODUCE THE SUM OF:
YEAR**

2024 \$782,059.61 for principal and interest up to and including November 1, 2025

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the Village, and the fund or funds from which such payment shall have been made shall be reimbursed out of the taxes hereby levied when the same shall have been collected.

The Village covenants and agrees with the purchasers and the owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any

action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy; and the Village and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended, and collected as provided herein and deposited in the fund hereinafter established to pay the principal of and interest on the Bonds. The Village represents and warrants that the total amount due on the Bonds, together with all of the indebtedness of the Village, is within the constitutional and statutory authority and is within all statutory and constitutional debt limits.

Section 8. Filing of Ordinance. Forthwith upon the passage of this Ordinance, the Village Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk of DuPage County, Illinois, and it shall be the duty of said County Clerk to in and for the year 2024 ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the Village in connection with other taxes levied in said year for general municipal purposes, in order to raise the amount aforesaid and in said year such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general municipal purposes of the Village, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated “Bond and Interest Fund of 2024” (the “**Bond Fund**”), which fund is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 9. Limitation on Extension; General Obligation Pledge; Additional Obligations. Notwithstanding any other provision of this Ordinance, the annual amount of the taxes to be extended by the County Clerk to pay the Bonds and all other limited bonds (as defined in the Debt Reform Act) heretofore and hereafter issued by the Village shall not exceed the debt

service extension base (as defined in the Property Tax Extension Limitation Law of the State of Illinois, as amended) of the Village (the “**Base**”) of \$782,138.59. No limit, however, exists on the rate of the direct annual tax levied herein, and the Bonds shall constitute a general obligation of the Village.

The Village is authorized to issue from time to time additional limited bonds payable from the Base and additional Unlimited Tax Bonds, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the Village’s limited bonds.

Section 10. Use of Bond Proceeds. Accrued interest on the delivery of the Bonds (if any) is hereby appropriated for the purpose of paying first interest due on the Bonds and are hereby ordered deposited into the Bond Fund. A \$252,350.00 amount of the proceeds of the Bonds are hereby appropriated for the purpose of paying the cost of the Project and \$23,500.00 for the payment of the costs of issuance of the Bonds and said amounts are hereby ordered deposited into the 2024 Project Fund of the Village (the “**Project Fund**”). The remainder of the proceeds of the Bonds (\$480,650.00) is hereby appropriated for the purpose of the Refunding. Any officer of the Village as may be appropriate is hereby authorized and directed, upon the advice of Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois (“**Bond Counsel**”), to take such steps and execute and deliver such documents as may be necessary or advisable to accomplish the Refunding.

Section 11. Tax-Exemption. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as

amended (the “*Code*”) or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes, except that such interest may be taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations. The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Corporate Authorities hereby authorize the officials of the Village responsible for issuing the Bonds, the same being the Village President, Village Clerk and Village Treasurer of the Village, or any one of them, to (a) execute and deliver an appropriate form of Non-Arbitrage and Tax Compliance Certificate in connection with the issuance of the Bonds in a form acceptable to Bond Counsel; and (b) make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest in the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Corporate Authorities further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds or the Refunding; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, municipal advisors, attorneys, and other persons to assist the Village in such compliance.

Section 12. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 13. Duties of Bond Registrar. If requested by the Bond Registrar, the Village President and Village Clerk are authorized to execute the Bond Registrar's standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder. In addition to the terms of any such agreement and subject to modification thereby, the Bond Registrar by its acceptance of duties hereunder agrees as follows:

- (a) to act as bond registrar, authenticating agent, and transfer agent as provided herein;
- (b) to maintain a list of Registered Owners as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the fullest extent permitted by law;
- (c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (d) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (e) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding, and payments made with respect to interest on the Bonds.

Section 14. Book-Entry. The Bonds may be initially registered in the name of the Purchaser and then shall not be issued in book-entry-only form. If requested by the Purchaser prior to delivery of the Bonds, any officer of the Village as may be appropriate is authorized and directed to take such steps and execute and deliver such documents as may be necessary or advisable to issue the Bonds in book-entry-only form through The Depository Trust Company, New York, New York ("**DTC**"), including, but not limited to, entering into a Letter of Representations with DTC.

Section 15. Severability. If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 16. Repealer and Effective Date. All ordinances, resolutions, orders or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted: November 11, 2024

Approved: November 11, 2024

Approved:

Village President

ATTEST:

Village Clerk

[SEAL]

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented and read by the Village Clerk be adopted.

After a full discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, the Village President directed that the roll be called for a vote upon the motion to adopt said ordinance as presented.

Upon the roll being called, the following Trustees voted:

AYE: _____

NAY: _____

ABSTAIN: _____

Whereupon the Village President declared the motion carried and said ordinance adopted, signed the same in open meeting, and directed the Village Clerk to record the same in the records of the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Villa Park, DuPage County, Illinois (the “*Village*”), and as such official I am the keeper of the records and files of the Village and the President and Board of Trustees thereof (the “*Corporate Authorities*”).

I do further certify that the foregoing constitutes a full, true, and complete transcript of the minutes of the meeting of the Corporate Authorities held on the 11th day of November, 2024, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE providing for the issue of \$756,500.00 General Obligation Limited Tax Bonds, Series 2024A, of the Village of Villa Park, DuPage County, Illinois, and for the levy of a direct annual tax to pay the principal of and interest on said bonds

a true, correct, and complete copy of which ordinance as adopted at the meeting appears in the foregoing transcript of the minutes.

I do further certify that the deliberations of the Corporate Authorities on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Corporate Authorities at least forty-eight (48) hours in advance of the holding of said meeting, that said agenda contained a specific item or reference to the proposed adoption of said ordinance, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities in the passage of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the official seal of the Village, this 11th day of November, 2024.

Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois, and as such official I do further certify that on the ____ day of November, 2024, there was filed in my office a duly certified copy of an ordinance numbered ____ and entitled:

AN ORDINANCE providing for the issue of \$756,500.00 General Obligation Limited Tax Bonds, Series 2024A, of the Village of Villa Park, DuPage County, Illinois, and for the levy of a direct annual tax to pay the principal of and interest on said bonds.

duly adopted by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, on the 11th day of November, 2024, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of November, 2024.

County Clerk of DuPage County, Illinois

[SEAL]

42915407.4/156570.00012



MEMORANDUM

TO: Village Board of Trustees
FROM: Suzanne McVey
DATE: November 11, 2024
SUBJECT: Resolution Authorizing the Village's 2025 Employee Health Insurance Program

RECOMMENDED ACTION:

This Resolution authorizes the Village Manager to enter into an agreement for the renewals the 2025 employee health insurance program. Agreements with the providers of the Village's employer-sponsored health insurance plans will expire on December 31, 2024. Staff recommends the Village continue with its agreement with Blue Cross Blue Shield of Illinois (BCBSIL) for employee and retiree health insurance effective January 1, 2025, with an overall anticipated increase of 7.18 percent. BCBSIL will also provide coverage for the Village's dental, life insurance, and critical illness plans. Staff also recommends staying with VSP for vision coverage. The proposed resolution would authorize the Village Manager to execute the various agreements with the health insurance providers for the 2025 renewal. Staff recommends approval of this resolution.

BACKGROUND:

For the current plan year, the Village maintains major medical coverage, dental, and life insurance with Blue Cross Blue Shield of Illinois (BCBSIL). Vision coverage is through VSP. Some major considerations when evaluating renewal options for the upcoming plan year include keeping plan options as similar to current offerings as possible, contractual obligations with the Village's collective bargaining units, ensuring any plan changes have minimal impact on staff, and keeping premium costs as low as possible.

DISCUSSION:

Major Medical

The Village offers three fully insured plans with BCBSIL; a preferred-provider organization plan (PPO), a health maintenance organization (HMO) and a high deductible health saving account (HSA). In October, the Village received 2025 renewal rates from BCBSIL at a 19.20 percent increase from the current rates. Horton Group, the Village's health insurance broker, conducted an employee benefit census and requested quotes from other major medical providers for similar plan offerings. Horton Group also requested rate relief from BCBSIL to reduce the premium increases. Following negotiations, BCBSIL offered a renewal rate of 12.18 percent increase, plus a 3 percent discount for bundling ancillary lines of coverage. This brought the overall increase to 9.65 percent for the current plan offerings. After discussions with Horton Group and representatives from

the Village's bargaining units, staff is recommending offering a fourth plan option, Blue Choice Options PPO. The fourth plan offering will provide a more economical PPO plan and also prepare staff for the potential discontinuation of our grandfathered plan offerings which is anticipated to occur in the near future.

Retiree Medical

For 2025, the Village will again offer a retiree medical plan provided by United American Insurance Company and an Employer Group Waiver Plan (PDP) provided by Express Scripts for post-65 retirees of the Village with coverage effective January 1, 2025. We will also allow post-65 retirees, with spouses not yet 65, to move to the retiree medical plan while the spouse remains on the Village employer-sponsored insurance coverage as an individual only. Implementation and ongoing plan servicing will be provided by Benistar Admin Services, a third party administrator located in Avon, Connecticut. Benistar is specifically focused on the administration of retiree medical and prescription drug plans and has the expertise to administer these plans as a totally integrated and seamless solution for eligible retirees. At this time, we are not requiring post-65 retirees to join the plan, but believe that these plan offerings will be a more cost-friendly plan for retirees versus the Village's full employer-sponsored insurance plans.

Ancillary Benefits

Staff is recommending keeping most ancillary benefits with BCBSIL and vision coverage with VSP. Both BCBSIL and VSP offered a rate lock for 2025 renewal with no increase. However, after a review of dental coverage and corresponding concerns raised from plan participations, we are recommending increasing the dental coverage annual maximum limits and adjustments to the plan structure for 2025. This is to address increase cost of dental care which caused many plan participants to hit their annual maximums early in the year. The Village will offer additional voluntary benefits such as short-term disability, voluntary life, accident, critical illness and hospital indemnity at no cost to the Village.

Flexible Spending Account

The Village currently offers a flexible spending account (FSA) and dependent care accounts for individual medical expenses and eligible dependent care through WEX. The FSA is funded by the employee through payroll deductions and the Village is responsible for administering the program. The FSA provider is evaluated annually based on employee experience and ease of administration. Staff would like to continue utilizing WEX as the FSA provider in 2024.

Employee Wellness Programs

Staff is proposing to continue with current employee wellness programs through CHC, Endeavor Health and Virgin Pulse at no additional increase. The employee assistance program will remain with Linden Oaks for 2025 at a rate of \$5.75 per employee.

RESOLUTION NO. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
AUTHORIZING THE VILLAGE'S 2025 EMPLOYEE HEALTH INSURANCE
PROGRAM**

WHEREAS, the Village of Villa Park (the "Village") is a municipal corporation duly organized and existing under the laws of the State of Illinois; and

WHEREAS, the Village has provided certain benefits to its employees, including health insurance and wellness programs; and

WHEREAS, Village staff, with the assistance of the Village's health insurance broker Horton Group, requested, reviewed, and analyzed competitive health insurance quotes compared to the incumbent renewal quote for recommendation to the Village Board; and

WHEREAS, the Village received a renewal quote for 2025 from Blue Cross Blue Shield of Illinois for medical health insurance; and

WHEREAS, the Village received competitive quotes from ancillary benefit providers and has determined that Blue Cross Blue Shield of Illinois provided the best rates for dental and life insurance and VSP for vision insurance; and

WHEREAS, the Village maintains a comprehensive wellness program throughout the year and wishes to maintain employee wellness offerings in 2025; and

WHEREAS, the corporate authorities of the Village find that it is in the best interests of the Village to offer these benefits to full-time Village employees and qualified retirees;

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 Village hereby accepts the proposals, attached hereto as Exhibit A, for the period of January 1, 2025, to December 31, 2025, as follows: BlueCross BlueShield of Illinois for medical health insurance, dental insurance, life insurance, additional voluntary life insurance, and critical illness, VSP for vision insurance and WEX Inc. for Flexible Spending Account and Cobra Administration.

Section 2: The Village Manager is hereby authorized to maintain employee wellness programs, as allowed for in the 2025 Village Budget, for the period January 1, 2025, to December 31, 2025, as follows: Linden Oaks Behavioral Health for the Employee Assistance Program, CHC Wellness for employee wellness clinics, and Virgin Pulse for the employee wellness incentive program.

Resolution No. _____

Section 2: The Village Manager is hereby authorized to enter into the renewal agreement for the renewals listed in Section 1 and outlined in Exhibit A.

Section 4: The resolution shall be in full force and effect from and after its passage and approval according to law.

Passed and approved this 11th day of November, 2024.

President, Village of Villa Park

ATTEST:

Clerk, Village of Villa Park

Adopted this 11th day of November 2024, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Resolution No. _____

Exhibit A:
2025 Health Insurance Renewal Proposals

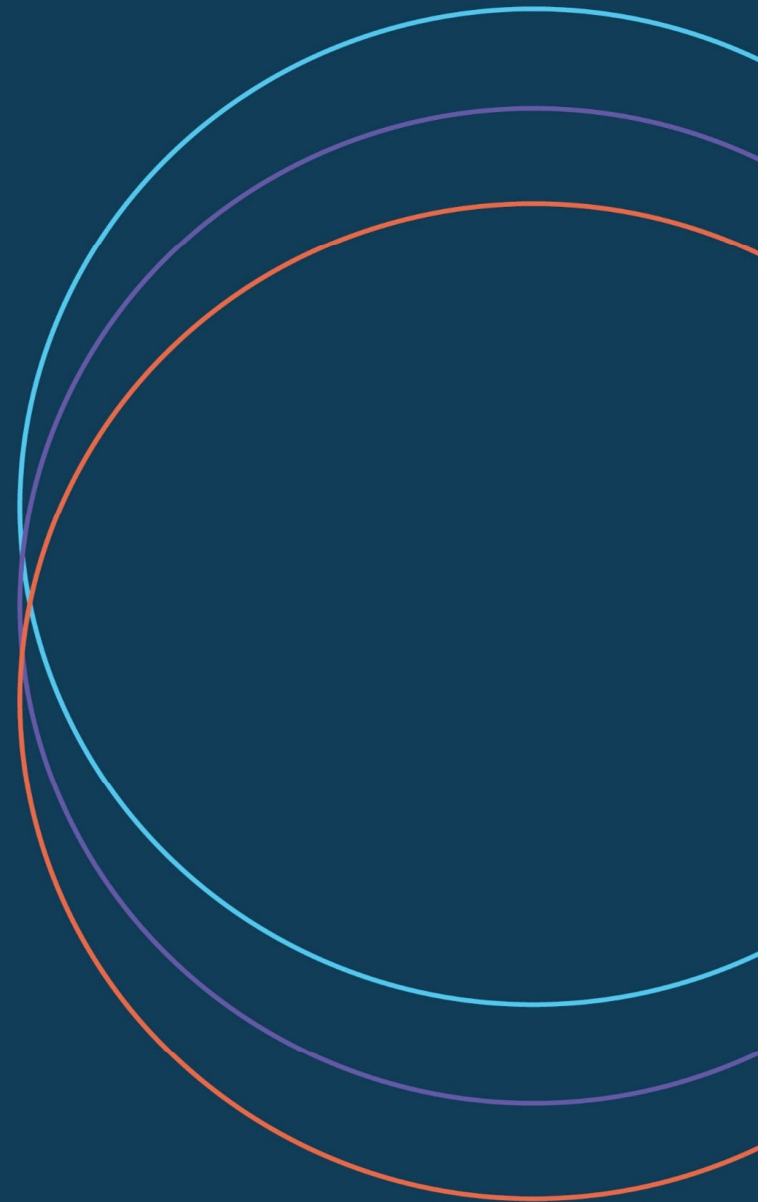


The Horton Group's

Marketing Proposal Additional Lines Coverage

Prepared for: Village of Villa Park
January 2025

Presented By:
Mike Wojcik
mike.wojcik@thehortongroup.com
708-845-3126
708-650-1557



THE HORTON GROUP

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TheHortonGroup.com

Carrier Response

Carrier	Dental Dual Option	Voluntary Short-Term Disability	Voluntary Long-Term Disability	Basic Life & AD&D	Voluntary Life & AD&D	Accident	Critical Illness	Hospital Indemnity
BCBS of IL	Incumbent	Incumbent	Not Marketed	Incumbent	Incumbent	Incumbent	Incumbent	Incumbent
Guardian	DTQ							
Lincoln Financial	DTQ							
Mutual of Omaha	X	X	X	X	X	X	X	X
SunLife	DTQ							
Equitable	X	X	X	X	X	X	X	X
MetLife	X	X	X	X	X	X	X	X
Principal	No Response							

Financial Summary

<i>Dental Dual Option</i>	≡ BCBS of IL - Current	BCBS of IL - Renewal	Mutual of Omaha	Equitable	MetLife
Annual Premium	\$174,738	\$174,738	\$194,228	\$156,028	\$178,227
Variance to current		0%	11%	-11%	2%
Dollar Savings to current		\$0	\$19,491	-\$18,710	\$3,490

<i>Vision</i>	≡ VSP - Current	VSP - Renewal	VSP - Renewal	VSP - Renewal	VSP - Renewal
Annual Premium	\$39,857	\$39,857	\$39,857	\$39,857	\$39,857
Variance to current		0%	0%	0%	0%
Dollar Savings to current		\$0	\$0	\$0	\$0

<i>Voluntary Short-Term Disability</i>	≡ BCBS of IL - Current	BCBS of IL - Renewal	Mutual of Omaha	Equitable	MetLife
Annual Premium	\$12,394	\$12,394	\$11,128	\$11,774	\$12,302
Variance to current		0%	-10%	-5%	-1%
Dollar Savings to current		\$0	-\$1,266	-\$620	-\$92

<i>Basic Life/AD&D & Dependent</i>	≡ BCBS of IL - Current	BCBS of IL - Renewal	Mutual of Omaha	Equitable	MetLife
Annual Premium	\$19,684	\$19,684	\$10,813	\$19,519	\$19,121
Variance to current		0%	-45%	-1%	-3%
Dollar Savings to current		\$0	-\$8,871	-\$166	-\$564

<i>Voluntary Life/AD&D</i>	≡ BCBS of IL - Current	BCBS of IL - Renewal	Mutual of Omaha	Equitable	MetLife
Annual Premium	\$31,219	\$31,219	\$31,219	\$31,219	\$31,312
Variance to current		0%	0%	0%	0%
Dollar Savings to current		\$0	\$0	\$0	\$93

<i>Total</i>	Current	Renewal	Mutual of Omaha	Equitable	MetLife
Total Annual Premium	\$277,892	\$277,892	\$287,246	\$258,397	\$280,820
Variance to current		0%	3%	-7%	1%
Dollar Savings to current		\$0	\$9,353	-\$19,496	\$2,927

* If a carrier cannot offer or declined to quote a line of coverage, the applicable current or renewal premium is assumed.

Dental Dual Option

Final Effective 1/1/2025								
Carrier Name	BCBS of IL - Current				BCBS of IL - Alternate 2 Preventive Not Counted towards Max			
	Low Option		High Option		Low Option		High Option	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Individual Deductible	\$50	\$75	\$50	\$50	\$50	\$75	\$50	\$50
Family Deductible	\$150	\$225	\$150	\$150	\$150	\$225	\$150	\$150
Waived for Preventive	Yes		Yes		Yes		Yes	
Deductible - Calendar Year or Lifetime	Calendar Year		Calendar Year		Calendar Year		Calendar Year	
Annual Maximum	\$1,000	\$500	\$1,200		\$1,500	\$500	\$2,000	
Preventive - Type 1	90%	60%	100%	100%	90%	60%	100%	100%
Basic - Type 2	70%	40%	80%	80%	70%	40%	80%	80%
Major - Type 3	50%	25%	50%	50%	50%	25%	50%	50%
Ortho - Type 4			50%				50%	
Ortho Age Limit	Not Covered		Adult & Child(ren)		Not Covered		Adult & Child(ren)	
Ortho Maximum			\$1,000				\$1,000	
Oral Exams	Preventive		Preventive		Preventive		Preventive	
Oral Exam Frequency	2 in 12 months		2 in 12 months		2 in 12 months		2 in 12 months	
Cleaning Frequency	2 in 12 months		2 in 12 months		2 in 12 months		2 in 12 months	
Full Mouth X-rays	Preventive		Preventive		Preventive		Preventive	
Full Mouth X-Rays Frequency	1 per 60 mo.		1 per 60 mo.		1 per 60 mo.		1 per 60 mo.	
Sealants	Preventive		Preventive		Preventive		Preventive	
Space Maintainers	Preventive		Preventive		Preventive		Preventive	
Composite (White) Fillings	Basic		Basic		Basic		Basic	
Amalgam (Silver) Fillings	Basic		Basic		Basic		Basic	
Simple Extractions	Basic		Basic		Basic		Basic	
Endodontics	Basic		Basic		Basic		Basic	
Periodontics - Non-Surgical	Basic		Basic		Basic		Basic	
Periodontics - Surgical	Major		Major		Major		Major	
Oral Surgery	Basic		Basic		Basic		Basic	
Implants	Major		Major		Major		Major	
Out-of-Network Reimbursement	MAC		90th UCR		MAC		90th UCR	
Maximum Rollover	Not Included		Not Included		Not Included		Not Included	
Waiting Periods	None		None		None		None	
Eligibility Status	30 hours		30 hours		30 hours		30 hours	
Employer Contribution	Contributory		Contributory		Contributory		Contributory	
Participation Requirement	Assumes Current		Assumes Current		Assumes Current		Assumes Current	
Rate Guarantee / Rate Caps	Through 12/31/2025		Through 12/31/2025		Through 12/31/2025		Through 12/31/2025	
Enrollment illustrated from census								
Rate Summary	Low	High	Current		Current		Low	High
Employee Only	5	81	\$20.60		\$39.17		\$24.17	\$45.44
Full Family	29	78	\$63.66		\$121.02		\$74.70	\$140.40
Monthly Premium			\$1,949		\$12,612		\$2,287	\$14,632
Annual Premium			\$23,390		\$151,348		\$27,446	\$175,582
CURRENT: Total Monthly Premium			\$14,561				\$16,919	
CURRENT: Total Annual Premium			\$174,738				\$203,028	
Variance to current							16%	
Variance to current - total annual premium							\$28,290	

Vision

		Final Effective 1/1/25
Carrier Name		VSP - Current
		In-Network Copays & Allowances
Network		VSP Choice
Exam Copay		\$10
Materials Copay		\$10
Frequency - Exam / Lenses / Frames		12/12/12
Single Lenses		Covered in full after copay
Bifocal Lenses		
Trifocal Lenses		
Standard Progressive		
Premium Progressive		\$95-\$105
Frames - After Copay		\$150 + 20% off balance Featured Frames: \$170 Costco: \$70
Conventional		\$150
Disposable		
Employer Contribution		Contributory
Eligibility Hours		30 hours
Participation Requirement		Assumes Current
Rate Guarantee		Through 12/31/2027
Rate Summary <i>Enrollment illustrated from census</i>		Current
Employee Only	86	\$10.37
Full Family	109	\$22.29
Monthly Premium		\$3,321
Annual Premium		\$39,857

Variance to current

Variance to current - total annual premium

Voluntary Short-Term Disability

		Final Effective 1/1/25
Carrier Name		BCBS of IL - Current
Eligibility / Class Description		AAFT Employees
Eligibility Hours		30 hours
Benefit Amount		60%
Minimum Benefit		\$25
Maximum Amount		\$2,000
First Day Hospital		Not Included
Definition of Disability		Loss of duties and income
Partial Disability Formula		Proportionate Loss
Earnings Test		80%
Elimination Period - Accident		7 days
Elimination Period - Illness		7 days
Benefit Duration		12 weeks
Pre-existing Condition		3/12
Portability		Not Included
Rehabilitative Incentive Benefit		Not Included
Definition of Earnings		Salary + Comm (avg. 12 mo)
FICA Match		Not Applicable on Voluntary Coverage
W-2 Prep		Included
Claims Intake		Telephonic, Email, Fax, Mail, Online
Employer Contribution		Voluntary
Participation Requirement		Assumes Current
Rate Guarantee		Through 12/31/2025
Rate Summary		Current
Covered Benefit illustrated from census		
Enrolled Lives		27
Age	Volume	
<20	\$0	\$0.415
20-24	\$1,430	\$0.417
25-29	\$3,890	\$0.434
30-34	\$4,190	\$0.404
35-39	\$5,700	\$0.384
40-44	\$3,760	\$0.404
45-49	\$3,240	\$0.433
50-54	\$1,200	\$0.535
55-59	\$0	\$0.710
60-64	\$670	\$0.893
65-69	\$0	\$0.913
70-74	\$0	\$1.032
75+	\$0	\$1.032
Monthly Premium		\$1,033
Annual Premium		\$12,394

Variance to current

Variance to current - total annual premium

Life AD&D & Dependent Life

Final Effective 1/1/25	
Carrier Name	BCBS of IL - Current
Eligibility / Class Description	Class 1: AAFT Police Lieutenants & Sergeants Class 2: AAFT Other Employees
Eligibility Hours	30 hours
Benefit Amount	Class 1: 1x Salary to \$150,000 Class 2: Flat \$50,000
Guarantee Issue	\$150,000
Spouse/Child Benefit	Spouse: \$5,000 Child: 15 days to 6 months: \$100 6 months to 26/26 if FTS: \$2,000
Age Reduction Schedule	50% at 70
Definition of Earnings	Salary + Comm (avg. 12 mo)
Portability (with or w/o EOI)	Included
Conversion	Included w/ EOI
Accelerated Death Benefit	75% to \$250,000
Waiver of Premium - Eligibility	Age 60
Waiver of Premium Waiting Period	6 months
Waiver of Premium - Duration	Age 70
Air Bag	Included
Common Carrier	Not Included
Repatriation	Included
Seat Belt	Included
Travel Aid	Included
Employer Contribution	100% Employer Paid
Rate Guarantee	Through 12/31/2025
Rate Summary	
Volume illustrated from census, dependent units per MoO proposal	
Enrolled Lives	167
Insured Volume	\$11,536,000
Life Rate per \$1,000	\$0.106
AD&D Rate per \$1,000	\$0.027
Dependent Units	104
Dependent Rate Per Unit	\$1.02
Monthly Premium	\$1,640
Annual Premium	\$19,684

Variance to current

Variance to current - total annual premium

Voluntary Life & AD&D

Carrier Name				BCBS of IL - Current			
Eligibility / Class Description				AAFT Employees			
				Eligibility Hours		30 hours	
				Benefit Description - EE		Increments of \$10,000	
				Benefit Maximum - EE		\$500,000	
				Guarantee Issue - EE		\$100,000	
				Age Reductions - EE		33% at 70 50% at 75	
				Benefit Description - SP		Increments of \$5,000	
				Benefit Maximum - SP		\$150,000	
				Amount Not To Exceed		50% of EE Amount	
				Guarantee Issue - SP		\$30,000	
				Age Reductions - SP		33% at 70 50% at 75	
				Benefit Description & Ages - CH		Birth to 14 days: \$0 15 days to 6 months: \$500 6 months - 26 years/26 years if FT student: Increments of \$1,000	
				Student Status Requirement		Included	
				Benefit Maximum - CH		\$10,000	
				Amount Not To Exceed		50% of EE Amount	
Definition of Earnings				Salary + Comm (avg. 12 mo)			
AD&D Included				Included			
AD&D Tied to Vol Life Election				Yes			
Portability				Included			
Conversion				Included			
Accelerated Death Benefit				75% to \$250,000			
Waiver of Premium - Eligibility				Age 60			
Waiver of Premium Waiting Period				6 months			
Waiver of Premium - Duration				Age 70			
Air Bag				Included			
Common Carrier				Not Included			
Repatriation				Included			
Seat Belt				Included			
Participation Requirement				Assumes Current			
Open Enrollment				Not Disclosed			
Rate Guarantee				Through 12/31/2025			
Rate Summary				Current			
Volume illustrated from census				72			
Age	EE Volume	SP Volume	Table I Rates	Employee	Spouse		
<20	\$0	\$0	\$0.05	\$0.110	\$0.110		
20-24	\$100,000	\$0	\$0.05	\$0.110	\$0.110		
25-29	\$610,000	\$10,000	\$0.06	\$0.110	\$0.110		
30-34	\$420,000	\$30,000	\$0.08	\$0.110	\$0.110		
35-39	\$1,550,000	\$395,000	\$0.09	\$0.131	\$0.131		
40-44	\$1,740,000	\$280,000	\$0.10	\$0.181	\$0.181		
45-49	\$1,130,000	\$245,000	\$0.15	\$0.299	\$0.299		
50-54	\$440,000	\$95,000	\$0.23	\$0.446	\$0.446		
55-59	\$500,000	\$60,000	\$0.43	\$0.714	\$0.714		
60-64	\$320,000	\$35,000	\$0.66	\$1.103	\$1.103		
65-69	\$60,000	\$10,000	\$1.27	\$1.593	\$1.593		
70-74	\$0	\$0	\$2.06	\$3.341	\$3.341		
75+	\$0	\$0	\$2.06	\$7.215	\$7.215		
Child	\$226,000		N/A	\$0.201			
EE AD&D	\$6,870,000		N/A	\$0.030			
SP AD&D	\$1,160,000			\$0.028			
CH AD&D	\$226,000			\$0.070			
Monthly Premium				\$2,602			
Annual Premium				\$31,219			

Variance to current

Variance to current - total annual premium

Accident

Final Effective 1/1/25	
Carrier Name	BCBS of IL - Current
Coverage Type	On & Off Job
Hospital/ ICU Admission	\$1,200/\$2,000
Daily Hospital/ ICU Confinement	\$250/\$500
Ambulance - Air/Ground	\$1,500/\$200
<u>Emergency & Office Visits</u>	
Emergency Treatment (ER)	\$150
Urgent Care	\$150
Initial Physician's Office Visit	\$50
<u>Additional Benefits</u>	
Dislocations	Up to \$4,000
Fractures	Up to \$5,000
Enhanced Benefit for Organized Sports-Related Accident	Not Included
Portability	Included
Wellness	\$50
Age Reductions	None
Eligibility Hours	30 hours
Participation Requirement	Assumes Current
Rate Guarantee	Through 12/31/2025
Rate Summary	Current
Employee	\$11.41
Employee + Spouse	\$18.92
Employee + Child	\$21.97
Family	\$34.47

Critical Illness

	Final Effective 1/1/25		
Carrier Name	BCBS of IL - Current		
Benefit Amount/Maximum - EE	Increments of \$5,000 up to \$20,000		
Guarantee Issue - EE	\$20,000		
Benefit Amount/Maximum - SP	Increments of \$2,500 up to \$10,000; not to exceed employee benefit		
Guarantee Issue - SP	\$10,000		
Child Benefit Amount	Increments of \$2,500 up to \$10,000; not to exceed EE benefit		
Invasive / Malignant Cancer	100%		
Category 1 -Vascular heart attack, heart failure, stroke	100%		
Organ/Kidney Failure	100%		
Maximum Payout	3x critical illness benefit amount		
Occurrence of a Different Illness (Covered / Waiting Period)	Included for certain conditions - 180 days		
Additional Occurrence of Same Illness (Covered / Waiting Period)	Included - 180 days		
Age Reduction	35% at 65 50% at 70		
Pre-Existing Condition	12/12		
Portability	Included		
Wellness Benefit	\$50		
Eligibility Hours	30 hours		
Participation Requirement	Assumes Current		
Rate Guarantee	Through 12/31/2025		
Age Basis (Issue or Attained)	Attained Age		
Rate Summary	Current		
	Per \$1,000 Unit Rate		
At Attained Age Of	Employee	Spouse	Child(ren)
25	\$0.45	\$0.69	\$0.24
35	\$0.68	\$0.93	
45	\$1.29	\$1.57	
55	\$2.57	\$2.87	
65	\$4.35	\$4.82	
Rider Charge	N/A		

* Rates illustrated above are a sample based on the specific age noted. See proposals for complete rate table.

Hospital Indemnity

Final Effective 1/1/25	
Carrier Name	BCBS of IL - Current
Hospital/ICU Admissions	\$500
Hospital/ICU Confinement	\$100
Pre-existing Condition	None
Portability	Included
Wellness	\$50
Eligibility Hours	Not Disclosed
Participation Requirement	Assumes Current
Rate Guarantee	Through 12/31/2025
Rate Summary	Current
Employee	\$11.78
Employee + Spouse	\$24.93
Employee + Child	\$25.84
Family	\$42.07

Horton Benefit Solutions Disclaimer Notice

Exposure Evaluation

All terms of this proposal are based on the evaluation of material provided by you or your employees. Horton expressly disclaims all liability for the content of such evaluation material, including but not limited to, any errors or omissions contained therein or arising therefrom. The terms of this proposal are subject to change if you provide new or revised evaluation material to Horton.

Coverage Terms & Conditions

All coverage terms and conditions in the preceding pages are intended as a reference only. Actual policies will contain full coverage exclusions or limitations, terms and conditions, and other wordings that are not summarized herein.



Insurance / Risk Advisory / Employee Benefits

HORTON

The Horton Group's

Marketing Proposal

Prepared for: **Village of Villa Park**
January 2025

Presented By:
Michael E. Wojcik
mike.wojcik@thehortongroup.com
Phone: 708-845-3126 / Cell: 708-650-1557

Village of Villa Park

January 1, 2025

The following Medical markets were approached:

<i>Carrier</i>	<i>Status</i>
Aetna	Declined
Blue Cross Blue Shield of IL	Incumbent
Cigna	Pending
United Healthcare	Quoted

Village of Villa Park
Health Review
January 1, 2025

25% of PPO Enrollment moved to BCO

	EE	EE + 1	Family	Medicare Primary	Med + Sp	Total
HMO	26	13	41	1	0	81
PPO	23	16	27	0	0	66
BCO PPO	8	5	10	0	0	23
HSA	0	0	0	0	0	0
TOTAL	57	34	78	1	0	170
Final Renewal Effective 1/1/25						
2.25% Discount for BCBS Den, Life, Vliffe, STD, Acc, CI, HI Approximate rates; pending final underwriting						
Assumes 25% PPO enrollment shift to BCO						

Presented By: Mike Wojcik

Benefits	CURRENT BCBS			RENEWAL OPTION 4 BCBS			
	BAHMO GRANDFATHERED	PPO	HSA (EMB) Non-GF	BAHMO GRANDFATHERED	PPO	Blue Choice Options PPO Non-GF	HSA (EMB) Non-GF
In Network Benefits							
Individual Deductible	\$0	\$500	\$3,200	\$0	\$500	Tier 1 \$500	\$3,300
Family Deductible	\$0	\$1,500	\$6,400	\$0	\$1,500	Tier 2 \$1,500	\$6,600
Co-Insurance	100%	90%	100%	100%	90%	90%	100%
Individual Medical Out of Pocket	\$1,500	\$1,500	\$3,200	\$1,500	\$1,500	\$2,000	\$3,300
Family Medical Out of Pocket	\$3,000	\$4,500	\$6,400	\$3,000	\$4,500	\$6,000	\$6,600
Emergency Room Co-pay	\$50	\$50	100% After Ded	\$50	\$50	\$400, then 90% After Ded	100% After Ded
Hospital Inpatient Co-pay	n/a	90% After Ded	100% After Ded	n/a	90% After Ded	\$250, then 90% After Ded	100% After Ded
Retail Rx Co-pay	\$10/20/35	\$10/20/35	100% After Ded	\$10/20/35	\$10/20/35	Preferred Rx: \$0/10/35/75/150/250 Non-preferred: \$10/20/55/95/150/250	100% After Ded
Mail Order Rx Co-pay	2 x Retail	2 x Retail	100% After Ded	2 x Retail	2 x Retail	2 x Retail	100% After Ded
Individual Rx Out of Pocket	No Limit	No Limit	Included in Med	No Limit	No Limit	Included in Med	Included in Med
Family Rx Out of Pocket	No Limit	No Limit	Included in Med	No Limit	No Limit	Included in Med	Included in Med
Primary Physician Office Visit Co-pay	\$15	\$20	100% After Ded	\$15	\$20	\$20	100% After Ded
Specialists Office Visit Co-pay	\$15	\$20	100% After Ded	\$15	\$20	\$40	100% After Ded
Telemedicine	N/A	\$20	Subject to Ded and Coinsurance	N/A	\$20	\$20	Subject to Ded and Coinsurance
Preventative Services	\$15 Co-pay	100%	100%	\$15 Co-pay	100%	100%	100%
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Out of Network Benefits							
Individual Deductible		\$1,000	\$5,200		\$1,000	\$3,000	\$5,200
Family Deductible		\$3,000	\$10,400		\$3,000	\$9,000	\$10,400
Co-Insurance		70%	80%		70%	50%	80%
Individual Out of Pocket		\$3,000	\$10,400		\$3,000	\$16,800	\$10,400
Family Out of Pocket		\$9,000	\$20,800		\$9,000	\$30,600	\$20,800
Emergency Co-pay		\$50	100% After Ded		\$50	\$400, then 90% After Ded	100% After Ded
Hospital Inpatient Co-pay		\$250 Co-pay, then 70% after Ded	\$300 Co-pay, then 80% after Ded		\$250 Co-pay, then 70% after Ded	\$600, then 50% after Ded	\$300 Co-pay, then 80% after Ded
Physician Office Visit Services		70% After Ded	80% After Ded		70% After Ded	50% After Ded	80% After Ded
Preventative Services		70% After Ded	80% After Ded		70% After Ded	50% After Ded	80% After Ded
Lifetime Maximum		Unlimited	Unlimited		Unlimited	Unlimited	Unlimited
Medical Premium							
Employee	\$661.47	\$920.85	\$786.87	\$708.04	\$1,026.15	\$879.31	\$817.53
Employee + 1	\$1,305.76	\$1,817.80	\$1,553.31	\$1,397.71	\$2,025.66	\$1,735.80	\$1,613.84
Family	\$1,870.02	\$2,603.28	\$2,224.51	\$2,001.67	\$2,900.97	\$2,485.84	\$2,311.20
Medicare Employee	\$496.15	\$690.63	\$589.86	\$531.04	\$769.62	\$659.48	\$613.16
Medicare Family	\$1,323.02	\$1,841.73	\$1,573.72	\$1,455.20	\$2,052.33	\$1,758.64	\$1,635.09
Monthly Premium	\$111,340.07	\$163,041.51	\$0.00	\$119,178.78	\$134,338.20	\$40,571.88	\$0.00
Total Monthly Premium		\$274,381.58				\$294,088.86	
Total Annual Premium		\$3,292,578.96				\$3,529,066.32	
Premium Change						\$236,487.36	
Percent Change						7.18%	

Horton Benefit Solutions Disclaimer Notice

Exposure Evaluation

All terms of this proposal are based on the evaluation of material provided by you or your employees. Horton expressly disclaims all liability for the content of such evaluation material, including but not limited to, any errors or omissions contained therein or arising therefrom. The terms of this proposal are subject to change if you provide new or revised evaluation material to Horton.

Coverage Terms & Conditions

All coverage terms and conditions in the preceding pages are intended as a reference only. Actual policies will contain full coverage exclusions or limitations, terms and conditions, and other wordings that are not summarized herein.



Contribution Exhibit

January 2025

Prepared for: Villade of Villa Park

Presented By: Mike Wojcik
Mike.Wojcik@thehortongroup.com

p | 708.845.3126
c | 708.650.1557

Village of Villa Park

Medical Contribution Exhibit - Union/Non-Union - Option 4 - BCO Added with 25% of enrollment

Current Monthly Rates				Renewal Monthly Rates (pending final UW)			
	EE	EE+1	Family		EE	EE+1	Family
BA HMO	\$661.47	\$1,305.76	\$1,870.02	BA HMO	\$708.04	\$1,397.71	\$2,001.67
PPO	\$920.85	\$1,817.80	\$2,603.28	PPO	\$1,026.15	\$2,025.66	\$2,900.97
HSA	\$786.87	\$1,553.31	\$2,224.51	BCO PPO	\$879.31	\$1,735.80	\$2,485.84
				HSA	\$817.53	\$1,613.84	\$2,311.20

Months	12	Pay Period	26	Final Effective 1/1/25			
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Current Monthly Contributions				Renewal Monthly Contributions				Total Current Contributions	Total Renewal Contributions
Current	Proposed	ER	EE	Percentage of Total	ER	EE	Percentage of Total		
BA HMO									
Participation									
26	26	EE \$542.41	\$119.06	18.00%	\$580.59	\$127.45	18.00%	\$58.82	\$3.87
13	13	EE + 1 \$1,070.72	\$235.04	18.00%	\$1,146.12	\$251.59	18.00%	\$116.12	\$7.64
41	41	Family \$1,533.42	\$336.60	18.00%	\$1,641.37	\$360.30	18.00%	\$166.29	\$10.94
PPO									
Participation									
31	23	EE \$755.10	\$165.75	18.00%	\$841.44	\$184.71	18.00%	\$85.25	\$8.75
21	16	EE + 1 \$1,490.60	\$327.20	18.00%	\$1,661.04	\$364.62	18.00%	\$168.29	\$17.27
37	27	Family \$2,134.69	\$468.59	18.00%	\$2,378.80	\$522.17	18.00%	\$241.00	\$24.73
BCO									
	8				ER \$721.03	EE \$158.28	18.00%		
	5				\$1,423.36	\$312.44	18.00%		
	10				\$2,038.39	\$447.45	18.00%		
HSA									
Participation									
0	0	EE \$645.23	\$141.64	18.00%	\$670.37	\$147.16	18.00%	\$67.92	\$2.55
0	0	EE + 1 \$1,273.71	\$279.60	18.00%	\$1,323.35	\$290.49	18.00%	\$134.07	\$5.03
0	0	Family \$1,824.10	\$400.41	18.00%	\$1,895.18	\$416.02	18.00%	\$192.01	\$7.20
Total Enrollment									
169	169								

Affordability Test			
9.02%	Employee Only	Family	
Renewal Monthly Contribution	\$127.45	\$360.30	
Annual Contribution	\$1,529.37	\$4,323.61	
Annual Salary	\$16,955.28	\$47,933.56	

Legend			
ER - Employer	EE - Employee	SP - Spouse	CH - Child(ren)

Premium	\$2,695,032.63	\$591,592.53	\$2,888,608.95	\$634,084.89
Cost Share			\$193,576.32	\$42,492.36
Cost Share Percentage	82.00%	18.00%	82.00%	18.00%
Grand Total	\$3,286,625.16		\$3,522,693.84	
Difference			\$236,068.68	
Projected Renewal Cost PEY		\$15,946.94	7.18%	\$17,092.36

Notes

Medicare Primary Retirees excluded from illustration

Village of Villa Park

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Coverage Terms & Conditions

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MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: November 11, 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 related to the Temporary Relocation of Fire Station #81 to the Recreational Facility Located at 338 N. Iowa Avenue, Villa Park, Illinois

RECOMMENDED ACTION:

This Resolution authorizes the Village Manager to execute an Agreement for professional architectural and engineering consulting services for the renovation needed for the temporary relocation of the Villa Park Fire Department at the Iowa Community Center (ICC) located at 338 N. Iowa Avenue, Villa Park, Illinois. The cost for the consulting services is estimated at \$24,700 plus expenses which are not estimated to exceed \$500. Staff recommends approval of the Resolution.

BACKGROUND:

The Village has been seeking a way to provide proper shower facilities and other repairs at VPFD Fire Station 81 for over a year. We are prepared to move forward but we will need a temporary home for the fire department. With the opening of the VPRC the ICC is available for reuse. It has been determined that the building can be renovated for temporary quarters first for Station 81, while renovations are completed, and then for Station 82 when renovations of that station is completed. Staff investigated trailers and other sites for temporary housing for the VPFD and its equipment, and we believe this is the best alternative.

DISCUSSION:

This agreement will include three phases. The first is a construction design phase in which includes preparing technical drawings, developing a final estimate for the cost of work, and developing documents to call for bids. The consultant will work with the Village to review bids and choose a contractor, and in the final phase Kluber will review the project and perform site visits to determine that the contractor is adhering to the plan. The Village will conduct inspections to hold the contractor to the building code requirements.

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 RELATED TO THE TEMPORARY
RELOCATION OF FIRE STATION #81 TO THE RECREATIONAL FACILITY
LOCATED AT 338 N. IOWA AVENUE, 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, a majority of the corporate authorities of the Village deem it advisable, necessary and in the public interest that the Village enter into an agreement for professional architectural and engineering consulting services for the temporary relocation of Fire Station 81 at the Village’s Recreational Center located at 338 N. Iowa 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 the*

Resolution No. _____

Temporary Fire Station at the Recreational Center, attached hereto as Exhibit A, be and the same is hereby 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.

Nick Cuzzone, Village President

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 the Temporary Fire Station at the Recreational Center*

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
KLUBER, INC.
for the furnishing of
PROFESSIONAL ARCHITECTURAL AND ENGINEERING
CONSULTING SERVICES
for the
TEMPORARY FIRE STATION AT THE RECREATIONAL CENTER

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 the renovations for the temporary relocation of Fire Station #81 to the Recreation Center of the Village of Villa Park, 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 following Consulting Services for the Village:

OVERVIEW OF PROJECT SCOPE

The PROJECT consists of renovations to the existing recreational facility to accommodate the temporary fire station relocation while the new facility is undergoing improvements. The improvements are identified below.

1. Create two (2) overhead doors within the existing gymnasium space to allow for interior storage of the fire department vehicles.
2. Incorporate a CO2 exhaust system (intent would be exhaust and/or direct hose to the exterior exhaust rather than a snorkel system).
3. Incorporate a single shower in one of the existing bathroom areas.
4. Trench drains and oil separator will not be incorporated into the facility as this is a temporary condition. This has been confirmed by the building department,
5. The living quarters will utilize the existing classroom spaces, and the

- improvements are limited to temporary partitions/enclosures that will be set up by the Owner.
6. Emergency notification system will be provided by Owner. Kluber assistance is not required.

SERVICES

CONSULTANT will provide usual and customary architectural and engineering Consulting Services for the PROJECT as set forth herein, conditioned upon:

Construction Document Phase:

- Prepare specifications (part of overall project)
 1. Village bidding requirements
 2. 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:

- The scope of Basic Services will be included as part of the overall Project, a separate Procurement Phase is not required.

Construction Administration Phase:

- The scope of Basic Services will be concurrent with the overall PROJECT. The Construction Administration Phase will be limited for the temporary solution.
- 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 (excluding lead times of equipment)

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. The table below outlines the general understanding of CONSULTANT'S Consulting Services and those services not included within the scope of this Agreement.

Supplemental Services:	Provided by:
Programming, or Validation of Village's Project Program, as described below	Not Provided
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	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 CONSULTANT 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 CONSULTANT.

3. 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.

4. 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 insured 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 hereinafter 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.

13. 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.

14. 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.

15. 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.

16. The CONSULTANT warrants that he 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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:

The VILLAGE shall pay the CONSULTANT, for the Consulting Services above described, a fee in the amount of Twenty-Four Thousand Seven Hundred and 00/100 Dollars (\$24,700.00). Reimbursable Expenses incurred in connection with the Consulting Services will be charged on the basis of cost, without additional markup. It is understood that anticipated reimbursable expenses for this PROJECT include expedited courier services, printing and plotting (report binders), document reproduction (scanning of VILLAGE’S existing drawings), premiums for professional liability insurance in excess of usual and customary coverage and models, renderings or professional photography, and are anticipated not to exceed \$500.00.

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.*).

4. Payment for Additional Services. In the event the VILLAGE requests that CONSULTANT perform Additional Services, in accordance with Section 2, above, the CONSULTANT shall perform Additional Services based upon the following hourly rates for 2024 and amended annually in accordance with CONSULTANT’S hourly rate schedule:

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 cost, OH & P)...	20.0%

C. IT IS MUTUALLY AGREED:

1. The CONSULTANT shall commence Consulting Services upon the execution of this AGREEMENT and the parties agree that the work for the PROJECT will be completed within six (6) months after the full execution of this Agreement.

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. The VILLAGE'S representative for the PROJECT is Marc McLaughlin. The CONSULTANT'S representative for the PROJECT is Charli Johnsos.

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 & Economic Development

b. If to the CONSULTANT:

KLUBER, INC.
41 W. Benton Street
Aurora, IL 60506
Attn: Michael T. Klubler, 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 or 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.

[SIGNATURE PAGE TO FOLLOW]

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 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

October 16, 2024

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

Re: Temporary Fire Station at Recreational Center – ‘Project’
Kluber, Inc. Proposal No. 241017.01

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 renovations for the temporary relocation of Fire Station #81 to the Recreational facility located at 338 N. Iowa Avenue, Villa Park, IL (herein referred to as ‘Project’).

OVERVIEW OF PROJECT SCOPE

The Project consists of renovations to the existing recreational facility to accommodate the temporary fire station location while the new facility is undergoing improvements. The existing Village’s Recreational facility that will be vacated at the end of 2024 will serve as a temporary location. The improvements are limited to the existing gymnasium space and a bathroom. The length of the short term use of this facility by the fire department is approximately 6 months. The intent is this will become Phase 1 of the Fire Station #81 improvement project and be incorporated into the bidding documents and treated as a single bid and construction project. The improvements are as follows:

1. Create two (2) overhead doors within the existing gymnasium space to allow for interior storage of the fire department vehicles.
2. Incorporate a CO2 exhaust system (intent would be exhaust and/or direct hose to the exterior exhaust rather than a snorkel system).
3. Incorporate a single shower in one of the existing bathroom areas.
4. Trench drains and oil separator will not be incorporated into the facility as this is a temporary condition. This has been confirmed by the building department.
5. The living quarters will utilize the existing classroom spaces, and the improvements are limited to temporary partitions/enclosures that will be set up by the Owner. No planned renovations/construction activities are planned.
6. Emergency notification system will be provided by Owner. Kluber assistance is not required.

INITIAL INFORMATION

- The Village’s budget for the Cost of the Work (CoW) has not been established. 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. We understand that limited documentation is available.
- D. The existing electrical distribution equipment is adequate for the proposed renovations, and replacement of such equipment is not contemplated.
- E. The Owner will contract separately with an Environmental Testing company to identify ACM containing materials that will be required to be abated as part of the construction process.

The foregoing is based on our communications with you over the past few weeks and our site meeting with you on October 14, 2024.

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 (part of overall project)
 - 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:

- The scope of Basic Services will be included as part of the overall Project, a separate Procurement Phase is not required.

Construction Administration Phase:

- The scope of Basic Services will be concurrent with the overall project. The Construction Administration Phase will be limited for the temporary solution.
- 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 (excluding lead times of equipment)



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	Not Provided
Existing Facilities:	
Survey of existing facility(ies) (<u>required</u> 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	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:

Consulting Services:

Construction Documents Phase	\$21,200.00
Procurement Phase (included as part of original project)	\$0.00
Construction Administration Phase	<u>\$3,500.00</u>
Total Consulting Services Fee:.....	\$24,700.00

Supplemental and Additional Services:

As requested	At Hourly Rates listed below
Responding to Permit Comments from AHJ	At Hourly Rates listed below
Supplemental Services.....	TBD (if required)
Additional Services	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 \$250.00.

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

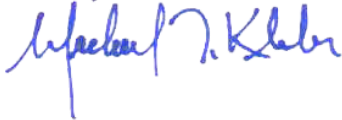
All services contemplated within this proposal shall be completed within 6 months after the acceptance date. Services performed after closure of that window will be billed hourly in accordance with the rates set forth above. This proposal is valid for a period of up to 45 days from the date noted on 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

Matt Harline, Village Manager
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.





MEMORANDUM

TO: Village Board of Trustees

FROM: Matthew Harline, Village Manager

DATE: November 11, 2024

SUBJECT: Resolution of the Village of Villa Park Authorizing the Execution of an Agreement Between the Village of Villa Park and Old Republic Surety Company

RECOMMENDED ACTION:

The Resolution authorizes the Village Manager to execute the Settlement, Release and Assignment Agreement between the Village and Old Republic Surety Company to resolve the matter of the contract default with Valley Electrical. The Village would then release, discharge and cancel the original Performance Bond back to Surety and Surety agrees to pay the Village \$191,155. Staff recommends approval of this Resolution.

BACKGROUND:

Valley Electrical Contractors and the Village entered into a subcontract agreement for the labor and supply of electrical work at the recreation center. In March 2024, Valley Electrical notified the Village that it had ceased all operations and was unable to fulfill the obligations under the subcontract agreement and the Village subsequently entered into an agreement with J. Hamilton Electric for completion of the work. As required under the terms of the original contract with Valley Electrical, Principal and Surety made, executed and delivered a Performance Bond and a Payment Bond in the sum of \$1,614,000. The remaining contract balance held by the Village related to the electrical work of the recreation center is \$1,459,055. Surety conducted an investigation and determined its total liability under the Performance Bond to be \$191,955.

DISCUSSION:

Valley Electrical Contractors and the Village entered into a subcontract agreement for the labor and supply of electrical work at the recreation center. In March 2024, Valley Electrical notified the Village that it had ceased all operations and was unable to fulfill the obligations under the subcontract agreement and the Village subsequently entered into an agreement with J. Hamilton Electric for completion of the work. Legal counsel has been coordinating with Old Republic Surety Company to resolve the matter under Valley Electrical's Performance Bond. Old Surety has determined the total liability under the Performance Bond to be \$191,955.00. The proposed Resolution would authorize the Village Manager to execute the Settlement, Release, and Assignment Agreement with Old Republic Surety Company,

Resolution No. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK AUTHORIZING THE
EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF
VILLA PARK AND OLD REPUBLIC SURETY COMPANY**

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, Old Republic Surety Company provided a financial guarantee for the performance of the work under the contract between the Village and Valley Electrical Contractors, Inc. (“Valley Electrical”) for the furnishing of electric for the construction of the Villa Park Recreation Center; and,

WHEREAS, following Valley Electrical’s default under its contract with the Village, Old Republic Surety Company has agreed to resolve the Village’s demand under the performance bond pursuant to a Settlement, Release and Assignment Agreement; and,

WHEREAS, the President and Board of Trustees have determined that it is advisable, necessary and in the best interest of the Village to authorize and enter into a Settlement, Release and Assignment Agreement with Old Republic Surety Company in order to resolve Old Republic Surety Company’s obligations under the performance bond resulting from Valley Electrical’s default under its contract with the Village.

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 *Settlement, Release, and Assignment Agreement*, attached hereto as Exhibit A, be and the same is hereby approved in substantially the form as attached, and the Village Manager is

Resolution No. _____

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.

Nick Cuzzone, Village President

Attest: _____
Hosanna Korynecky, Village Clerk

Resolution No. _____

EXHIBIT A

Settlement, Release, and Assignment Agreement

SETTLEMENT, RELEASE, AND ASSIGNMENT AGREEMENT

This Settlement, Release, and Assignment Agreement (“Agreement”) is made this the last signed date, by and between Village of Villa Park, IL (“Obligee”), and Old Republic Surety Company (“Surety”) (individually referred to as “Party”, collectively referred to as “Parties”).

RECITALS

WHEREAS, Valley Electrical Contractors, Inc. (“Principal”) and Obligee entered into a subcontract agreement on or about the 20th day of September, 2023 (“Contract”) for Principal to furnish all labor and supply all material necessary to perform a scope of work related to the Electric – New Lions Park Recreation Center (“Project”) in accordance with the terms and provisions of the Contract;

WHEREAS, as required under the terms of the Contract, Principal and Surety made, executed, and delivered to Obligee a Performance Bond and a Payment Bond, bearing bond nos. MCN 7454803 (collectively the “Bonds”), both in the penal sum of \$1,614,000.00 and dated October 26, 2023, in favor of the Obligee and certain subcontractors and suppliers, in connection with the Contract guaranteeing, among other things, the faithful performance of Principal under the Contract and payment of lawful claimants who provided labor and materials under the Contract;

WHEREAS, Obligee, on or about March 15, 2024, notified Surety and Principal that Principal had informed Obligee that it had ceased all operations and was financially unable to complete its contractual scope of work. The letter also served notice under Paragraph 3.1 of the Performance Bond that Obligee was considering declaring Principal to be in default and terminating the Contract. Obligee also requested a conference to discuss next steps.

WHEREAS, a conference was conducted on March 19, 2024 in which the parties discussed completion bids Obligee had solicited completion bids from potential completion contractors.

WHEREAS, Obligee subsequently entered into a contract with J. Hamilton Electric to complete Principal’s work.

WHEREAS, the remaining Contract balance being held by Obligee, which sum will be fully committed and applied toward the cost to complete Principal’s work, is \$1,459,055.00 (“Contract Balance”); and

WHEREAS, pursuant to the Performance Bond, Surety conducted an investigation and determined its total liability under the Performance Bond to be \$191,955.00;

WHEREAS, the Parties are desirous of fully and finally resolving the Performance Bond claim;

NOW, THEREFORE, in exchange for the mutual covenants, promises, and commitments contained herein, the Parties mutually agree as follows:

AGREEMENT

1. The above-referenced Recitals to this Agreement are incorporated herein by reference and form a part of the terms and conditions of this Agreement.

2. Surety shall within thirty (30) days of the execution of this Agreement by both Parties pay to the Obligees the sum of \$191,155.00 ("Payment").

3. Payment is not and should not be construed as an admission of liability for any claims being asserted by Obligees.

4. In exchange for the Payment, Obligees hereby releases, acquits, and forever discharges Surety and its successors and assigns from and against any and all claims, rights, demands, and/or causes of action of whatsoever kind or nature, known or unknown, which Obligees has or may ever claim to have, now or in the future, against Surety under the Performance Bond.

5. Obligees hereby agrees that it shall mark the original Performance Bond "RELEASED, DISCHARGED, and CANCELED" and return the original Performance Bond to Surety.

6. Obligees hereby assigns, grants, conveys, and transfers to Surety, its successors and assigns, any debt, right and/or cause of action it now has for money due against Principal or its successors or assigns relating to the Project for which the Performance Bond was issued, but only up to the amount paid by the Surety. Obligees's assignment herein includes all other rights, title, and interest it has to enforce or collect the aforementioned amount.

7. Surety hereby releases, acquits, and forever discharges Obligees and its successors and assigns from and against any and all claims, rights, demands, and/or causes of actions of whatsoever kind or nature, known or unknown, which Surety has or may ever claim to have, now or in the future, against Obligees arising out of the Contract and/or issuance of the Bonds.

8. Surety acknowledges and agrees that its Payment Bond shall continue to remain in full force and effect in strict accordance with its terms. Unless required by law, Obligees acknowledges that it is not authorized to and agrees not to make any representations or promises regarding payment to suppliers and/or subcontractors and Obligees shall refer all inquiries from suppliers and/or subcontractors with respect to payment to Surety. Surety shall have the right to settle compromise, defend, appeal, pay, or dispute such claims as it, in its sole and complete discretion, may be deemed appropriate in accordance with the terms of the Payment Bond and applicable law.

9. All terms of this Agreement are private and confidential and will not be published or otherwise disclosed by the Parties, or by any of them to any third party, except in response to an order or subpoena issued by a court of competent jurisdiction; provided however, that the Parties shall be permitted to disclose the terms of this Agreement to their accountants, auditors, both internal and external, regulatory agencies, insurers or reinsurers and attorneys. In the event any party receives such an order or subpoena which may call for the disclosure of this Agreement or its terms, that Party agrees to notify the other of the pendency of such order or subpoena within ten (10) days.

10. This Agreement is solely for the benefit of the Parties. The Parties hereto do not intend by any provisions of this Agreement to create any rights in favor of any person or entity other than the Parties. Further, the Parties acknowledge and agree that nothing in this Agreement is intended or shall be construed to grant or expand any rights of any third-party claimants or liabilities or obligations of Surety under the Bonds or waive or alter any available defense or limitations against any third-party claims.

11. Each Party hereto expressly warrants that it has the necessary authority to execute this Agreement and each signatory hereto has authority to execute this Agreement on behalf of the respective named Party.

12. This Agreement shall be interpreted according to the laws of the state of Illinois.

13. This Agreement shall constitute the full and complete agreement between the Parties. The Parties, together with their respective attorneys, participated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed in favor of or against any Party on the basis that any such Party did or did not participate in the drafting of this Agreement.

14. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall be construed as one and the same document. Signatures on this Agreement transmitted and received by electronic mail or facsimile shall be binding on the Parties to the same extent as original signatures.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated this ____ day of November, 2024.

OLD REPUBLIC SURETY COMPANY

Name: Lisa Frasier
Title: Assistant Vice President – Claims

Dated this ____ day of November, 2024.

THE VILLAGE OF VILLA PARK, IL

Name: _____
Title: _____



MEMORANDUM

TO: Village Board of Trustees
FROM: Chuck Howard, Finance Director
DATE: November 11, 2024
SUBJECT: Resolution Estimating the Tax Levy for 2024 in Compliance with the Truth and Taxation Law

RECOMMENDED ACTION:

Before the adoption of the tax levy ordinance, the Village must determine what its probable aggregate levy will be and compare it to the previous year's aggregate tax extension. The probable aggregate levy is the annual corporate levy not including debt service levies. The Village is tax-capped, so the majority of the levy can increase by the lesser of the Consumer Price Index or 5%. This Resolution estimates the percentage of the current year's probable aggregate levy over the property taxes extended for the preceding year is 2.8%. This is the first step in the annual levy process. A final levy ordinance will be considered for adoption in December.

BACKGROUND:

The Truth and Taxation Act provides that not less than 20 days before any taxing body adopts its tax levy, it must determine how many dollars in aggregate property tax extensions will be necessary. If the probable current aggregate year's levy is more than 105% of the prior year's extension, or estimated extension, then notice of a public hearing on the levy must be held under the Illinois Truth and Taxation Law. If the current year's aggregate levy is not more than 105% increase, then no further action is required other than the adoption of the tax levy ordinance after 20 days and the timely filing with the county clerks.

DISCUSSION:

This Resolution estimates the levy and determines that a public hearing is not required as required in the Truth and Taxation Law. The Village Board may choose to make additional changes to the final tax levy so long as it does not exceed 105% of the property taxes extended plus abatement for 2023. Staff recommends approval of this Resolution.

RESOLUTION NO. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
ESTIMATING THE TAX LEVY FOR 2024
IN COMPLIANCE WITH THE TRUTH IN TAXATION LAW**

WHEREAS, the Truth in Taxation Law (35 ILCS 200/18-55 *et seq.*) requires that the Village President and Board of Trustees determine its probable aggregate levy which is the annual corporate levy not including debt service levies, estimated to be necessary to be raised by taxation for 2024 to be collected in calendar year 2025; and,

WHEREAS, should the estimated 2024 probable aggregate levy for the Village be more than 105% of the property taxes extended plus abatements for 2023, not including debt service levies, the Village President and Board of Trustees shall give public notice and hold a public hearing on its intent to adopt the 2024 levy; and,

WHEREAS, the amount of the property taxes extended, inclusive of debt service levies extended on behalf of the Village of Villa Park, including the Villa Park Public Library, before abatements for 2023 was \$12,180,872; and,

WHEREAS, the amount of the total aggregate levy inclusive of debt service levies for 2024, before abatements, is \$12,385,709; and,

WHEREAS, the amount of the probable aggregate levy inclusive of debt service levies for 2023, after anticipated abatements, is \$11,165,195 and,

WHEREAS, the amount of the probable aggregate levy inclusive of debt service levies for 2024, after anticipated abatements, is \$11,476,909; and,

WHEREAS, the percentage of the current year's probable aggregate levy over the property taxes extended for the preceding year is 2.8%.

Resolution No. _____

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, that a determination is hereby made that the 2024 aggregate levy does not exceed the estimated 2023 extension by more than 5.0%.

BE IT FURTHER RESOLVED this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS _____ day of _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED THIS _____ day of _____, 2024.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

RULES OF ORDER & PROCEDURES FOR THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK, ILLINOIS

The following Rules of Order and Procedures were adopted by the Board of Trustees of Villa Park Illinois by Resolution effective July 22, 2024.

I. Preparation of Village Board Agenda

A. The official order of business for agenda items is established by Section 2-406 of the Municipal Code of Village Park (referred to for the rest of this policy as “the Code” or the Municipal Code.”)

1. The Board shall adopt an agenda as part of any regular or special meeting.
2. The Board may adopt an agenda at a workshop or work session where no formal business will be conducted.

B. Placing items on the agenda of the Board of Trustees (referred to for the rest of this policy as “the Board”), one of the following procedures shall be followed:

1. The Village Manager with the input from President of the Board of Trustees creates the agenda and may add items as needed for the agenda of the Board of Trustees. [See Municipal Code 2-503(5)].
2. If a Trustee believes an item needs consideration by the Board, that Trustee may contact the Village President or Village Manager and request that the item be placed on the next available agenda. The Village President and Village Manager shall determine if the urgency of the item is such that it needs to be added to the next agenda in which case, they shall add the item to the agenda as an ordinance, resolution or they may place the topic under New Business for discussion.
3. During the New Business section of the agenda any member of the Board of Trustees may make a motion to add an item to the agenda of the next regular meeting of the Board. If the motion is given a second and there is an affirmative vote of the Board of Trustees, the item will be included on the next agenda.
4. Items may be brought back to the floor under Unfinished Business at the request of a Trustee and with the permission of the Chair if it continues a topic discussed previously, and there was no resolution of the topic. No resolution or ordinance may be passed, but a consensus of the topic may be taken.
5. If two or more Trustees submit in writing to the Village Manager, Village Clerk and Village President a request for a specific item to be placed on the agenda

in a timely fashion, it shall be added to the next agenda. An item for New Business must be submitted at least five days prior to the meeting to be included in New Business or two weeks prior to the meeting if the request includes direction to Staff for a Resolution or an Ordinance to be prepared. An email sent from their Village email address shall serve as adequate written notice. The time stamp of the email shall serve as the time stamp to determine if the notice was sent in a timely fashion.

C. Placing items on the Agenda for Committee of the whole.

The process for placing items on the agenda is detailed in agenda items is established by Section 2-403 of the Code of ordinances, *"The agenda for the committee of the whole will be prepared by the village manager in consultation with the village president. The village board, by motion and majority vote at a prior village board meeting, may add an item to the agenda of an upcoming committee of the whole meeting. An agenda for each committee of the whole meeting shall be posted at village hall and at the location of the meeting at least forty-eight (48) hours in advance of the holding of the meeting."*

D. New Business

1. New Business is the only part of the Board agenda when new items may be brought up for discussion that were not on the printed agenda and were not officially added by an amendment of the agenda at the beginning of the meeting. The Board may discuss new items for the purpose of deciding if they should be placed on a future agenda as an as action items. Items may be placed on the agenda for discussion or action where a resolution or an ordinance is not required
2. While no ordinance, resolution or policy may be adopted under New Business, the Board may take consensus vote on items to be placed on future agendas, requests for reports from the staff, and interpretation of previous direction from the Board.

E. Unfinished Business.

Items that are postponed from previous meetings, but do not require an ordinance or resolution shall be placed under Unfinished Business and taken up at the next meeting unless a different meeting is specified. Items placed on the agenda under Unfinished Business shall be committed to writing as part of the agenda and may be voted on or a consensus taken. Items discussed previously, but not postponed are not eligible for unfinished business unless specifically requested in time to include them on the agenda.

II. Conducting Business at Meetings of the Board of Trustees

- A. Robert's Rules of Order (Robert's) shall be used at meetings of the Board of Trustees (Board) except where special rules are adopted by a Resolution that was published on the official Agenda and passed by a vote of the Board. The adopted rules shall be followed except that the Board may suspend the rules for a particular motion by a 2/3 vote for suspension [Code 2-410, or majority with 24-hour notice], or specific exceptions noted below.

1. Speaking Privileges. "The President presides and decides points of order, preserves decorum, keeps the discussion on the item under discussion, clears persons creating a disturbance." [Code 2-421(b)]

- a) Trustees may speak on any issue in front of the Board but must be recognized by the President. The President shall recognize each Trustee who requests to speak at least once on each agenda item and motion if they request the floor, unless there is a cause for recusal.
- b) Trustees may speak more than once provided that every Trustee has had a chance to speak. If a Trustee has not spoken on an issue, they will have priority over other Trustees who have already spoken once.
- c) The Village Manager of his/her designee may be recognized to speak on agenda items to the Board. After an agenda item is introduced, the Manager may be recognized to answer questions or to discuss items on the agenda after Board members have had a chance to be recognized or when requested to speak by the President.

2. Public Comments.

- a) Members of the public may speak for up to three (3) minutes [Code 2-408(d)] during periods allotted for Public Comment. The time for Public Comment shall be thirty (30) minutes for each of the two comment periods on the agenda of Board of Trustees Meetings and one comment period for Committee of the Whole meetings. All of the time limits in this section may be extended by a majority vote of the Board after a motion is made and seconded. Staff will provide inobtrusive warnings of time limits.
- b) Speakers who are residents shall be allowed to speak before nonresidents [Code 2-408(d)].
- c) Speakers from the audience must be recognized by the President and give their legal name for the record.

d) Speakers must identify the agenda item(s) that they wish to address during "Public Comments on Agenda Items,"

e) Speakers during "Comments on Non-Agenda Items" must refrain from speaking on agenda items unless permitted by the President.

2. The President may allow public comment on other agenda items but shall rule speakers out of order if their comments are not relevant to the topic under discussion.

B. Actions by the Board shall be at Board meetings and may not be acted upon unless on the agenda. [Code 2-406(d)]

"At the time of consideration of approval of the agenda, upon passage of a motion by a majority of the quorum present, the agenda may be amended to add or delete specific items. If new items are added, only discussion of such items may occur during the meeting, and no action on the new items may take place until a subsequent meeting."

1. Motions. Robert's Rules shall apply for motions before the Board except that motions of one or two sentences do not need to be submitted in writing to the Village Clerk (the Clerk). The Clerk, however, shall read each motion before a vote or consensus is taken.
2. Requests of staff. If a request of staff for information, or a specific single act requires Board action, it may be made under New Business and approved by a consensus without a specific item on the agenda.
3. Voting. The President may vote on ordinances and resolutions if a majority has already voted in favor of an ordinance, resolution, or motion; in the event of a tie vote; or if a vote greater than a majority is required [Code 2-422]. All Trustees are expected to vote on each resolution, ordinance and motion unless they state a reason to abstain or recuse from voting on the issue before discussion begins.
4. Recusal. An elected official shall recuse himself from an agenda item if he has an actual conflict of interest under Section 3.1-55-10 (a) of the Illinois Municipal Code or may recuse themselves if there is a common law conflict of if there is such an appearance of a conflict, where the elected official may appear to have a direct benefit in the outcome of a vote of the Board. The President may deny the recusal if the Village Attorney does not agree that sufficient reason exists. Trustees shall recuse themselves before an issue is debated.

5. Abstention. A Trustee may abstain from a vote, but the President may ask the Trustee to state the reason for the abstention and the Board may by a motion second and vote require the Trustee to vote. Any abstention counts toward the negative side on a vote and does not reduce the number needed to approve any item. Therefore, if the vote is three affirmative, and three negative, the abstention with count as a fourth negative vote.

C. Challenging Actions of the Chair.

The decision of the Chair may be challenged by any member of the Board by a motion with a second. The motion shall be, "shall the decision of the Chair stand." A 2/3 majority voting in the negative shall be required to overturn the decision of the Chair.

D. Direction to Commissions

1. The Board is responsible for approving all administrative policies adopted by the Commissions by a Resolution passed by the Board and may override any policies established by the Commissions by a Resolution of the Board. The intent, purpose, powers, duties, and membership of the various Commissions shall be defined by ordinance and may not be expanded except by the Board.
2. The Board may direct Commissions ("Commissions" includes Boards that are created by and report to the Board of Trustees) to address issues within the purview of that Commission as defined in the Village Code and bring back recommendations to the Board.
3. Commission budgets are approved by the Board through the annual budget adoption process. The Village Manager is responsible for making any expenditures necessary to implement programs in a Commission's budget within parameters adopted by the Board and Village Manager. The Village Manager shall implement proper accounting and reimbursement procedures as necessary. The Village Manager has the authority to approve expenditures up to 10% above the total funds budgeted for any Commission, not to exceed \$2,500 total.
4. Recording. All Commission meetings shall be recorded either by digital audio recording or audio/visual recording and all such recordings shall be made available to the public on the Village website or other internet services available to the public. The meetings of the Zoning and Planning Commission, Traffic and Safety Commission and the Parks and Recreation Advisory Commission shall be video recorded. All meetings of the Village, including meetings of Joint Review Boards staffed by the Village, that requires a 48-hour notice period under 5 ILCS 120/2.02 (a) shall be audio recorded, unless it is video recorded

with audio. The Board may waive this policy for individual meetings. Recordings will be made available to the public on the Village website as soon as practicable but within two weeks at a maximum.

5. Commission Agendas. Each Commission agenda shall include the following items:

- a. Roll Call and determination of a quorum
- b. Adoption of the Agenda
- c. Approval of Minutes (from previous meetings)
- d. New Business
- e. Comments from the Public
- f. Comments from Liaison(s)

Aside from Roll Call, items may be in any order and additional agenda items may be added. All actions of the Commissions shall be made by an action at a meeting by motion, second and majority vote.

III. Board Directions to Staff.

A. Direction to the staff. Directions to staff must be made through the Village Manager.
[Code 2-303 (a)]

"The board of trustees shall act in all matters as a body and individual trustees shall not seek to influence the official acts of the village manager, or any other officer, or to interfere in any way with the performance by such officers of their duties..."

B. Requests for Information

1. Requests for information must be informational or serve a legislative purpose. [Sec. 2-303 (a)]

Nothing contained herein shall prevent any trustee from requesting from the manager such information as may be proper and necessary to the performance of the trustees' duties, whether the trustee acts as a trustee, or as a liaison, or as a member of any board, committee or commission."

2. Information and reports will typically be sent to all elected officials, even if only requested by one Trustee, unless it is routine or trivial in nature.
3. If the Village Manager determines that a request for information will take more than two staff hours to complete, the Manager will seek direction to complete the task from the Board at the next Board Meeting, unless the Manager determines it is in the best interest of the Village to complete it

anyway. Requests requiring Board action shall be placed on the agenda under New Business.

4. Information provided to the Board that specifically states that it is confidential or privileged shall be treated as such by all staff and elected officials with whom it is shared. Employees who violate this provision are subject to disciplinary action up to dismissal by the Village Manager. Elected officials shall be governed by Section 3-323 of the Village Code. The Village Manager shall cite the proper exception to the 5 ILCS 140 et seq, if requested to do so. If there is a dispute the Village President, the Village Attorney and the Village Clerk shall meet, confer, and decide if they believe the record should be considered confidential or privileged.

C. Requests for action/service.

1. A request to address a service concern of a constituent may be sent to the Village Manager or a department head by letter or email if the Village Manager is copied on the email. Unsolicited direct contact by elected officials of staff by phone should be avoided. Elected Officials should only contact employees about Village business below the department head level if directed by the Village Manager or a department head.
2. Requests of staff to address concerns at an elected official's personal home or business shall be directed to the Village Manager or a department head by email with a copy sent to the Village Manager. Automated request systems may also be used when available.
3. Nothing in this policy should be construed to suggest that elected officials and Village employees may not have non-Village related conversations or meet casually for non-Village related business or converse at Village events.

IV. Additional Policies of the Board (reserved)

V. Amendments to the Rules and Procedures of the Board

Amendments to the Rules of Order and Procedures for the Board of Trustees for the Village of Villa Park (Rules) made be made by a motion, with a second and a majority vote. The changes will be in force at the start of the next meeting of the Board for which the change applies. (e.g. A change in the Rules for a Committee of the Whole Meeting will be in order at the next meeting of the Committee of the Whole.)