



Next Ord. No. 4479
Next Reso. No. 25044

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

Village Board of Trustees

June 23, 2025

7:00 PM

Village President Kevin Patrick
Village Clerk Rolf Laukant

Village Trustees Cari Alfano, Jorge Cordova, Tina Konstatos, Jack Kozar, Deepa Kumar and Khalid Sabri

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. Swearing in of Firefighter Tom Sandeno.
 - b. Recognition of Eagle Scout Nicholas Denault
 - c. Director Kyle Schnettler of Villa Park Chamber of Commerce
- 8. Consent Agenda**
 - a. Bill Listings for June 2, 2025 in the amount of \$53,404.67 and June 9, 2025 in the amount of \$112,326.96.
- 9. Ordinance for First Reading**
 - a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Article IV of Chapter 2 of the Villa Park Municipal Code Creating the Office of Deputy Village President.

This Ordinance amends Sections 2-422 and 2-427 of Chapter 2 of the Villa Park Municipal Code. This Ordinance amends the Villa Park Municipal Code, so it requires

a second reading, though that requirement can be waived by motion. If a second reading is waived, the Village President's related appointment is also on the agenda for the Village Board's consent.

- b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Chapter 23 of the Villa Park Municipal Code to Implement a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax.

This Ordinance amends Chapter 23 to create Secs. 23-1301, 23-1302, and 23-1303(Municipal Grocery Tax). This Ordinance amends the Villa Park Municipal Code, so it requires a second reading, though that requirement can be waived by motion. Staff recommends approval.

- c. An Ordinance of the Village of Villa Park, DuPage County, Illinois Amending Articles XVI and XVII of Chapter 2 of the Villa Park Municipal Code Dissolving the Planning and Zoning Commission and Creating the Plan Commission and the Zoning Board of Appeals, and Amending Chapter 18 Regarding Planning and Development.

- d. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Articles XIII and XXV of Chapter 2 of the Villa Park Municipal Code Dissolving the Parks and Recreation Advisory Commission and the Environmental Concerns Commission and Creating the Garden Village Commission and the Community Recreation Commission.

- e. An Ordinance of the Village of Villa Park, DuPage County, Illinois Amending Article XXVIII of Chapter 2 of the Villa Park Municipal Code Dissolving the Economic Development Commission and Creating the Villa Park Growth Commission.

- f. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Articles XXII, XXX, and XXXII of Chapter 2 of the Villa Park Municipal Code Dissolving the Traffic and Safety Commission, the Video Production Commission, and the Special Events Review Committee.

- g. An Ordinance of the Village of Villa Park, DuPage County, Illinois Amending Article II of Chapter 3 of the Villa Park Municipal Code Regarding the Local Liquor Control Commission.

- h. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Article III of Chapter 3 of the Villa Park Municipal Code Regarding Class G Liquor License Fees for Village-Sponsored Events.

This Ordinance amends Sections 3-303, 3-314, and 3-316 of Article III (Licenses) of Chapter 3 (Alcoholic Liquor) of the Villa Park Municipal Code. This Ordinance amends the Villa Park Municipal Code, so it requires a second reading, though that requirement can be waived by motion. Staff recommends approval.

10. 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 D Liquor License Classification

This ordinance will add a Class D license, increasing the total to 8 Class D licenses. The Liquor Commissioner has approved the issuance of this license at 54 S Villa Ave, 7-Eleven. This item was last discussed at the June 9, 2025, Village Board meeting where the Ordinance was unanimously accepted to move to Second Read.

11. Ordinances

- a. An Ordinance Authorizing the Acquisition Through Condemnation of Certain Property Commonly Known as the "Hawthorneworld Property" by the Village of Villa Park

This is an Ordinance Authorizing the Acquisition of property through Condemnation, commonly known as 405 N Ardmore Ave owned by Hawthorneworld Villa Park, LP.

12. Resolutions

- a. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Mauro Sewer Construction, Inc., of Des Plaines, Illinois, for Construction of the Ridge Road Drainage Improvements in an Amount Not to Exceed \$399,771.00.

This Resolution authorizes the Village President to execute a contract for the construction of the Ridge Road Drainage Improvements. The project was publicly advertised and competitively bid, with a bid opening held on May 20, 2025. The village received three bids, with the lowest responsible bid submitted by Mauro Sewer Construction, Inc., of Des Plaines, Illinois, in the amount of \$399,771.00. Staff recommends approval of a resolution to award a contract to Mauro Sewer Construction, Inc. for the construction of the Ridge Road Drainage Improvements.

- b. Resolution of the Village of Villa Park, DuPage County, Illinois, Confirming the Appointment of Susan Mika as Village Treasurer, IMRF Authorized Agent, and IRMA Authorized Agent, and IRMA Alternate Delegate.

This Resolution will confirm the appointment of Susan Mika as Village Treasurer, IMRF Authorized Agent, and IRMA Authorized Agent, and IRMA Alternate Delegate. Staff recommends the appointment of Susan Mika.

- c. A Resolution of the Village of Villa Park, DuPage County, Illinois, Appointing Bill Eisner to the Board of Fire and Police Commissioners.

- d. A RESOLUTION ADOPTING A PAID PARENTAL LEAVE POLICY FOR EMPLOYEES OF THE VILLAGE OF VILLA PARK

This Resolution adopts a Parental Leave Policy for the Employees of the Village of Villa Park. The corporate authorities of the Village of Villa Park have determined that it is advisable, necessary and in the best interest of the Village to adopt a Paid Parental Leave Policy applicable to employees of the Village. Staff recommends approval.

13. Appointments to Commission

- a. Appointment of Commissioners to the Community Recreation Commission:
 - 1. Appointment of Tammy Henderson as Commissioner of the Community Recreation Commission for a term upon being sworn in to April 30, 2026
 - 2. Appointment of Darryl Thompson as Commissioner of the Community Recreation Commission for a term upon being sworn in to April 30, 2027
 - 3. Appointment of John Dorhauer as Commissioner of the Community Recreation Commission for a term upon being sworn in to April 30, 2027
 - 4. Appointment of Nate Cook as Commissioner of the Community Recreation Commission for a term upon being sworn in to April 30, 2028
 - 5. Appointment of Katie Wagner as Commissioner and Chair of the Community Recreation Commission for a term upon being sworn in to April 30, 2028

- b. Appointment of Commissioners to the Villa Park Growth Commission:
 - 1. Appointment of Bilal Mujahid as Commissioner of the Villa Park Growth Commission for a term upon being sworn in to April 30, 2026
 - 2. Appointment of Al Stasch as Commissioner of the Villa Park Growth Commission for a term upon being sworn in to April 30, 2026
 - 3. Appointment of Brian Wong as Commissioner of the Villa Park Growth Commission for a term upon being sworn in to April 30, 2027
 - 4. Appointment of Melissa White as Commissioner of the Villa Park Growth Commission for a term upon being sworn in to April 30, 2027
 - 5. Appointment of Leslie Allison-Seei as Commissioner of the Villa Park Growth Commission for a term upon being sworn in to April 30, 2028.
 - 6. Appointment of Brandon Schreiner as Commissioner and Chair of the Villa Park Growth Commission for a term upon being sworn in to April 30, 2028
 - 7. Appointment of Matt Weis as Commissioner and Chair of the Villa Park Growth Commission for a term upon being sworn in to April 30, 2028

- c. Appointment of Members to the Plan Commission:
 - 1. Appointment of Joe Amore as a Member of the Plan Commission for a term upon being sworn in to April 30, 2026.
 - 2. Appointment of Mahmood Khan as a Member of the Plan Commission for a term upon being sworn in to April 30, 2027
 - 3. Appointment of John "Jack" Cuthbertson as a Member of the Plan Commission for a term upon being sworn in to April 30, 2027
 - 4. Appointment of Matt D'Alessandro as a Member of the Plan Commission for a term upon being sworn in to April 30, 2028
 - 5. Appointment of Marianne Gonzalez as Commissioner and Chair of the Plan Commission for a term upon being sworn in to April 30, 2028.

- d. Appointment of Commissioners to the Garden Village Commission:
 - 1. Appointment of Renee Alvarez as Commissioner of the Garden Village Commission for a term upon being sworn in to April 30, 2026
 - 2. Appointment of Patrice Gallagher as Commissioner of the Garden Village Commission for a term upon being sworn in to April 30, 2027
 - 3. Appointment of Lynn Smith as Commissioner of the Garden Village Commission for

a term upon being sworn in to April 30, 2027

4. Appointment of Pete Soltesz as Commissioner of the Garden Village Commission for a term upon being sworn in to April 30, 2028

5. Appointment of Steve De La Rosa as Commissioner and Chair of the Garden Village Commission for a term upon being sworn in to April 30, 2028.

- e. Appointment of Commissioners to the Community F.U.N. Commission:
 - 1. Appointment of Leslie Allison-Seei as Commissioner for a term upon being sworn in to April 30, 2028
 - 2. Re-Appointment of Michelle McDonald as Commissioner for a term upon being sworn in to April 30, 2028
- f. Appointment of Members to the Zoning Board of Appeals:
 - 1. Appointment of Rodney Pate as a Member for a term upon being sworn in to April 30, 2026
 - 2. Appointment of Richard Gonzalez as a Member for a term upon being sworn in to April 30, 2027
 - 3. Appointment of Troy Clampit as a Member for a term upon being sworn in to April 30, 2027
 - 4. Appointment of Vicki Flaskamp as a Member for a term upon being sworn in to April 30, 2028
 - 5. Appointment of Wanda Ackerman as a Member for a term upon being sworn in to April 30, 2028
 - 6. Appointment of Dave Downer as a Member and Chair of the Zoning Board of Appeals for a term upon being sworn in to April 30, 2028.
- g. Appointment of Cindy Wood as Commissioner to the Senior Concerns Commission for a term upon being sworn in to 4/30/2028.
- h. Appointment of Bob White as Member to the Sugar Creek Golf Course Administrative Board for a term upon being sworn in to 4/30/2027.
- i. Appointment of Trustee Carine “Cari” Alfano as Deputy Village President

14. Unfinished Business

- a. Revisit the Village Board of Trustees' Rules of Order and Procedure (passed March 24, 2025, Resolution #25015).

15. New Business

- a. Monthly Finance Reports
- b. Discussion of Policy Regarding Roles, Responsibilities, & Expectations for Village Commissions

16. Village Commission Reports

- a. Annual TIF Reports for FY23
- b. Acceptance of the Parks and Recreation Advisory Board Minutes from the Meetings held on April 8, 2025 and May 13, 2025.
- c. Acceptance of the Minutes of the Community F.U.N. Commission Meeting held on April 22, 2025.

17. Village Clerk's Report

18. Village Trustees' Report

19. Village President's Report

- a. Appointments to Local Liquor Control Commission

20. Village Manager's Report

21. Executive Session

22. Adjournment

23. Appointment to Commission

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.



MEMORANDUM

TO: Village Board of Trustees
FROM:
DATE: June 23, 2025
SUBJECT: Swearing in of Firefighter Tom Sandeno.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:



Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181-2696

IN RECOGNITION OF THE ACHIEVEMENT AND SERVICE OF EAGLE SCOUT NICHOLAS DENAULT

The Village of Villa Park recognizes Eagle Scout Nicholas Denault who is a Villa Park resident and Eagle Scout with Troop 202 of Lombard, Illinois. He is the Boatswain and one of the founding members of Ship 1926, Oswego, Illinois within the Three Fires Council, Scouting America, and a member of Adventure Crew 19 out of Rainbow Council, Scouting America.

Nicholas will be honored at a special ceremony for achieving the Eagle Scout Award, which is Scouting America's highest honor. To become an Eagle Scout, Nicholas earned 46 merit badges, 2 gold palms, 1 silver palm, 2 bronze palms, an Order of the Arrow and Pillars of Faith.

He served Troop 202 in a variety of leadership roles. He also completed many community service projects; one specifically was to design and build wooden boxes to collect flags to be retired. He has generously cut lawns and shoveled snow for his community without payment.

Nicholas is a freshman at College of DuPage and is studying to be a private pilot. His plan is to transfer to Southern Illinois to continue his education and become a commercial pilot.

In recognition, signed this 23rd day of June, 2025 in Villa Park, Illinois.

Kevin Patrick, Village President

Rolf Laukant, Village Clerk

**BILL LISTING TO BE PRESENTED
TO THE BOARD OF TRUSTEES ON**

06.23.25

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 06/09/2025 - 06/09/2025
POSTED AND UNPOSTED OPEN AND PAID
BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 000					
10-000-440002	PPRT-JAN2025	VILLA PARK LIBRARY	PPRT-JAN2025	11,544.22	None
Total Department 000				11,544.22	
Department: 110 PUBLIC AFFAIRS					
10-110-520700	Riley's baby shower	Jewel Osco	Riley's baby shower	84.35	None
10-110-520700	EAC- STAFF RETIREMENT	Jewel Osco 3284	EAC- STAFF RETIREMENT	50.96	None
10-110-520700	EAC- STAFF BIRTHDAY	Jewel Osco 3284	EAC- STAFF BIRTHDAY	32.54	None
10-110-520700	EAC- BIRTHDAY BUNDLES	Tst Nothing Bundt Cak	EAC- BIRTHDAY BUNDLES	72.00	None
10-110-520700	EAC- BIRTHDAY BUNDLES	Tst Nothing Bundt Cak	EAC- BIRTHDAY BUNDLES	5.55	None
10-110-520700	EAC- SHOWER DECOR	Amazon Mktp1 T07jh5zp3	EAC- SHOWER DECOR	21.99	None
10-110-520700	EAC- PICNIC TABLE COVERS	Amazon Mktp1 Yj7zn6uf3	EAC- PICNIC TABLE COVERS	171.35	None
10-110-520700	EAC- STAFF BEREAVEMENT	1-800-Flowers.Com,inc.	EAC- STAFF BEREAVEMENT	95.68	None
10-110-521102	COURT REPORTING SERVICES	DOERING REPORTING INC	COURT REPORTING SERVICES	1,125.00	None
10-110-529900	JULY 2024-DEC2024 TAX	LONE STAR-CARDINAL MOTORCY	JULY 2024-DEC2024 TAX	7,396.62	None
10-110-529900	Supplies for VMO	Amazon Mktp1 8723y21t3	Supplies for VMO	18.99	None
10-110-529900	Village Trustees & Preside	Amazon Mktp1.N88rw1q21	Village Trustees & President nameplat	136.35	None
10-110-530300	DUES & PUBLICATIONS	DUPAGE CONVENTION & VISITO	FY 25 MUNICIPAL DUES - MAY23 TO APR24	7,712.80	None
10-110-530300	2 Books - Newly Elected of I	l Municipal League	2 Books - Newly Elected Officials	45.00	None
10-110-539900	Coffee with the Board	Dunkin #342440 Q35	Coffee with the Board	29.78	None
10-110-539900	Supplies for Board Room an	Amazon Mark 2m01u16q3	Supplies for Board Room and Committee	83.86	None
10-110-565500	Planning and Zoning Namepl	Amazon Mktp1 wylsr1vv3	Planning and Zoning Nameplates and ho	151.50	None
10-110-565600	BFPC SECRETARIAL SERVICE 5	MAGNUSSEN, VALERIE	BFPC SECRETARIAL SERVICE 5.27.25	100.00	None
10-110-565600	SERGEANT PROMOTION ASSESSM	C.O.P.S AND F.I.R.E PERSON	SERGEANT PROMOTION ASSESSMENT CENTER	7,800.00	None
10-110-565600	SERGEANT PROMOTION WRITTEN	C.O.P.S AND F.I.R.E PERSON	SERGEANT PROMOTION WRITTEN EXAM	1,590.00	None
10-110-565600	AD FOR LATERAL POLICE OFFI	THE BLUE LINE	AD FOR LATERAL POLICE OFFICER HIRING	298.00	None
Total Department 110 PUBLIC AFFAIRS				27,022.32	
Department: 112 MANAGER					
10-112-530300	Amazon Subscription Auto r	Amazon Prime Id20e4mq3	Amazon Subscription Auto renewal	14.99	None
10-112-530300	Publication	Wiley	Publication	27.00	None
Total Department 112 MANAGER				41.99	
Department: 120 MANAGER-ADMINISTRATION					
10-120-520200	DMMC CONFERENCE	DUPAGE MAYORS & MANAGERS C	DMMC CONFERENCE	15,493.32	None
10-120-539900	PHONE CASE AND SCREEN PROT	Amazon Mktp1 2y3of9263	PHONE CASE AND SCREEN PROTECTOR	31.72	None
10-120-539900	PHONE CHARGING BLOCKS	Amazon Mktp1 Kr83f7hh3	PHONE CHARGING BLOCKS	9.99	None
10-120-539900	PHONE CASE	Amazon Mktp1 Hw8250vj3	PHONE CASE	25.99	None
Total Department 120 MANAGER-ADMINISTRATION				15,561.02	
Department: 121 MANAGER-IT					
10-121-520201	ANNUAL MEMBERSHIP FEE	Gmis	ANNUAL MEMBERSHIP FEE	225.00	None
10-121-520201	HOTEL FOR CONFERENCE	Marriott Hotel & Confe	HOTEL FOR CONFERENCE	167.70	None
10-121-521001	TELEPHONE	SAWYER, BRIAN	MONTHLY REIMBURSEMENT	49.98	None
10-121-527001	COMPUTERS	DELL MARKETING LP	COMPUTERS	14,757.76	None
10-121-527001	PRINTER TONER	Amazon Mktp1 Uq0877z23	PRINTER TONER	75.00	None
10-121-529901	CHECK-IT, LEARN,CAREER,SCH	TARGETSOLUTIONS LEARNING L	CHECK-IT, LEARN,CAREER,SCHEDULING TRA	8,867.02	None
10-121-529901	Adobe Pro Software	Adobe	Adobe Pro Software	254.87	None
10-121-529901	MAY MILEAGE	SAWYER, BRIAN	MONTHLY REIMBURSEMENT	21.71	None
10-121-529901	VIRTUAL SERVER SOFTWARE RE	NOBLETEC LLC	VIRTUAL SERVER SOFTWARE RENEWAL	4,127.04	None
10-121-529901	VPRC INTERNET	Comcast Chicago	VPRC INTERNET	486.40	None
10-121-529901	OFF-SITE BACKUP	Amazon Web Services	OFF-SITE BACKUP	108.24	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 06/09/2025 - 06/09/2025
POSTED AND UNPOSTED OPEN AND PAID
BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 121 MANAGER-IT					
10-121-529901	OS DEPLOYER IMAGING SOFTWARE	Zoho Corp	OS DEPLOYER IMAGING SOFTWARE	645.00	None
10-121-529901	CHECK SCANNER	Blm Technologies Inc	CHECK SCANNER	890.11	None
10-121-529901	METRA INTERNET	Comcast Chicago	METRA INTERNET	310.52	None
10-121-529901	HOSTED EMAIL ACCT	Hsw Hostway.Com	HOSTED EMAIL ACCT	0.99	None
10-121-529901	PROJECT MANAGEMENT SOFTWARE	Monday.Com	PROJECT MANAGEMENT SOFTWARE	324.00	None
10-121-539901	LAPTOP STAND	Amazon Mktp1 015i48b63	LAPTOP STAND	8.48	None
10-121-539901	CHECK SCANNER CLEANING SUP	Amazon Mktp1 9u1dp6593	CHECK SCANNER CLEANING SUPPLIES	22.99	None
10-121-539901	LAPTOP DOCKS	Amazon Mktp1 1639j2mp3	LAPTOP DOCKS	383.60	None
Total Department 121 MANAGER-IT				31,726.41	
Department: 130 FINANCE					
10-130-521000	TELEPHONE	BAIG, RANA	CELL PHONE BILLS	299.88	None
10-130-529900	GRANT LI22-005	LAUTERBACH & AMEN LLP	GRANT LI22-005	5,000.00	None
10-130-531700	OFFICE SUPPLIES-NOTEBOOKS	Amazon.Com H09nx6f13	OFFICE SUPPLIES-NOTEBOOKS	19.26	None
10-130-531700	OFFICE SUPPLIES-CHANGE ENV	Amazon Mktp1 624137ur3	OFFICE SUPPLIES-CHANGE ENVELOPES	15.69	None
10-130-531700	OFFICE SUPPLIES- PAPERGOOD	Amazon Mktp1 Nc6vr2bv3	OFFICE SUPPLIES- PAPERGOODS	24.49	None
10-130-531700	OFFICE SUPPLIES- TOTE BAGS	Amazon Mktp1 Kr2gu3ik3	OFFICE SUPPLIES- TOTE BAGS,COFFEE	60.45	None
10-130-531700	OFFICE SUPPLIES- STAPLER,	Amazon Mktp1 232m85103	OFFICE SUPPLIES- STAPLER, FOLDERS	71.43	None
10-130-531700	ACCT PAYABLE CHECKS	SAFECHECKS	ACCT PAYABLE CHECKS	616.75	None
10-130-539900	Supplies Finance calculato	Amazon Mark Tj5ui6j03	Supplies Finance calculator	25.63	None
Total Department 130 FINANCE				6,133.58	
Department: 140 COMMUNITY DEVELOPMENT					
10-140-527000	MAINT OF OFFICE EQUIPMENT	KONICA MINOLTA BUSINESS	PRINTER SERVICES / INK	41.15	None
10-140-527000	LEASE APRIL 2025	KONICA MINOLTA PREMIER FIN	LEASE APRIL 2025	80.00	None
10-140-529200	ENGINEERING SERVICES	HOUSEAL LAVIGNE ASSOCIATES	COMP PLAN CONSULTING SERVICES	8,315.10	None
10-140-539900	Tape measure & Volt tester	Villa Park Ace	Tape measure & Volt tester	38.98	None
Total Department 140 COMMUNITY DEVELOPMENT				8,475.23	
Department: 150 CENTRAL SERVICES					
10-150-525000	INSURANCE BILL RECONCILIAT	BLUE CROSS BLUE SHIELD	INSURANCE BILL RECONCILIATION PAYMENT	21,972.10	None
Total Department 150 CENTRAL SERVICES				21,972.10	
Department: 160 BUILDINGS & GROUNDS					
10-160-531400	TOILET PAPER FOR VH BUILDI	Case Lots	TOILET PAPER FOR VH BUILDINGS	565.65	None
10-160-531400	BROWN ROLL TOWELS	BMO HARRIS MASTERCARD	BROWN ROLL TOWELS	(331.20)	None
10-160-531400	CENTER PULL PAPER TOWELS P	Case Lots	CENTER PULL PAPER TOWELS PD	221.40	None
10-160-531500	MATERIAL TO PATCH HOLES @V	The Home Depot #1982	MATERIAL TO PATCH HOLES @VH	15.76	None
10-160-531500	BLOWER FOR 81 HEATER	Sq Midwest Environmen	BLOWER FOR 81 HEATER	443.03	None
10-160-539900	PET KILLER FOR VH	The Home Depot #1982	PET KILLER FOR VH	10.96	None
Total Department 160 BUILDINGS & GROUNDS				925.60	
Department: 170 COMMUTER PARKING LOT					
10-170-539900	DOOR HANDLES FOR METRA	In Dupage Security So	DOOR HANDLES FOR METRA	106.00	None
Total Department 170 COMMUTER PARKING LOT				106.00	
Department: 180 GARAGE					
10-180-521505	UNIFORMS, RAGS, MATS CLEAN	CINTAS CORPORATION	UNIFORMS, RAGS, MATS CLEANING	90.42	None
10-180-531500	PW 48 SAFETY LANE TEST	SUBURBAN DRIVELINE INC	PW 48 SAFETY LANE TEST	45.00	None
Total Department 180 GARAGE				135.42	
Department: 190 ENGINEERING					

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 06/09/2025 - 06/09/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 190 ENGINEERING					
10-190-521000	TELEPHONE MAR APR 25	VOSKRESENSKI, VASSILI	PHONE AND USAGE REIMBURSEMENT	99.96	None
			Total Department 190 ENGINEERING	99.96	
Department: 201 ADMINISTRATION					
10-201-520201	MEAL REIMB - SWAT TRAINING	JARZEMBOWSKI, JOSEPH	MEAL REIMB - SWAT TRAINING - OFC JARZ	71.27	None
10-201-520201	VORTEX TRAINING TEMESVARY/	NORTH EAST MULTI-REGIONAL	VORTEX TRAINING TEMESVARY/SCHULTZ	650.00	None
10-201-520201	ADVANCED LEO TRAINING - OF	NORTH EAST MULTI-REGIONAL	ADVANCED LEO TRAINING - OFC SIMONS	450.00	None
10-201-520201	MEAL REIMBURSEMENT - TRAIN	PEREZ, ERNESTO	MEAL REIMBURSEMENT - TRAINING	19.40	None
10-201-521001	EMPLOYEE CELL PHONE	VERIZON WIRELESS	EMPLOYEE CELL PHONE	1,375.15	None
			Total Department 201 ADMINISTRATION	2,565.82	
Department: 209 POLICE-PATROL					
10-209-529909	UNLIMITED CAR WASH	DELTA SONIC CAR WASH SYSTE	UNLIMITED CAR WASH	47.97	None
10-209-530109	BADGES & CASES	P.F. PETTIBONE & CO.	BADGES & CASES	973.75	None
10-209-530109	CHIEF & DEPUTY CHIEF BADGE	P.F. PETTIBONE & CO.	CHIEF & DEPUTY CHIEF BADGES & 1 WALLE	797.95	None
			Total Department 209 POLICE-PATROL	1,819.67	
Department: 211 FIRE-ADMIN					
10-211-520201	FIREGROUND COMMAND OFFICER	UNIVERSITY OF ILLINOIS	FIREGROUND COMMAND OFFICER - FR	1,675.00	None
10-211-527101	D81 FAILED ANTENNA REP.	A BEEP LLC	D81 FAILED ANTENNA REP.	557.91	None
10-211-527101	M82 FAILED ANTENNA REP.	A BEEP LLC	M82 FAILED ANTENNA REP.	178.27	None
			Total Department 211 FIRE-ADMIN	2,411.18	
Department: 212 FIRE PREVENT & PROTECT					
10-212-520222	CONFINED SPACE OPERATIONS	ROMEOVILLE FIRE ACADEMY, V	CONFINED SPACE OPERATIONS - CL	900.00	None
10-212-529922	VP SHARE OF (4) SIRENS	LOMBARD, VILLAGE OF	VP SHARE OF (4) SIRENS	1,630.00	None
			Total Department 212 FIRE PREVENT & PROTECT	2,530.00	
Department: 232 AMBULANCE/PARAMEDIC					
10-232-539902	THERAPY OXYGEN CYLINDERS	TERRACE SUPPLY COMPANY	THERAPY OXYGEN CYLINDERS	48.75	None
10-232-539902	THERAPY OXYGEN CYLINDERS	TERRACE SUPPLY COMPANY	THERAPY OXYGEN CYLINDERS	34.50	None
			Total Department 232 AMBULANCE/PARAMEDIC	83.25	
Department: 240 GARBAGE					
10-240-299004	ELECTRONIC RECYCLING	EWOKS ELECTRONICS SERVICE	ELECTRONIC RECYCLING	350.00	None
			Total Department 240 GARBAGE	350.00	
Department: 255 PW-TRAFFIC					
10-255-521925	O E WISCONSIN; 03/20/25-04	CONSTELLATION NEWENERGY IN	O E WISCONSIN; 03/20/25-04/21/25	10,635.34	None
10-255-529925	APRIL TRAFFIC SIGNAL MAINT	H & H ELECTRIC COMPANY	APRIL TRAFFIC SIGNAL MAINTENANCE	624.00	None
			Total Department 255 PW-TRAFFIC	11,259.34	
Department: 257 PW-STREET MAINT					
10-257-529927	SNOW REMOVAL 2024-2025	YORK TOWNSHIP HIGHWAY DEPT	SNOW REMOVAL 2024-2025	7,000.00	None
			Total Department 257 PW-STREET MAINT	7,000.00	
Department: 258 PW-FORESTRY					
10-258-528628	MOSQUITO ABATEMENT SERVICE	CLARKE ENVIRONMENTAL MOSQU	MOSQUITO ABATEMENT SERVICES CONTRACT	18,029.00	None
			Total Department 258 PW-FORESTRY	18,029.00	
			Total Fund 10 CORPORATE FUND	169,792.11	

Fund: 11 GENERAL FUND-CAPITAL

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INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 06/09/2025 - 06/09/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 11 GENERAL FUND-CAPITAL					
Department: 202 EQUIP & SUPPLIES					
11-202-540102	FIRE STATION 81 RENOVATION	KLUBER INC	FIRE STATION 81 RENOVATIONS	39,333.00	None
11-202-540102	VILLAGE OF VILLA PARK - TE	KLUBER INC	VILLAGE OF VILLA PARK - TEMPORARY FIR	18,445.00	None
11-202-540102	MONTHLY LEASE CHARGE	ENTERPRISE FM TRUST	MONTHLY LEASE CHARGE	8,698.35	None
11-202-540102	NEW C81 JUMPER CABLE	A BEEP LLC	NEW C81 JUMPER CABLE	93.68	None
11-202-540102	STATION 81 ASBESTOS BULK S	MIDWEST ENVIRONMENTAL	STATION 81 ASBESTOS BULK SAMPLING FIR	1,931.00	None
11-202-540102	DUAL VIEW CAMERA MOUNT	AXON ENTERPRISE INC	DUAL VIEW CAMERA MOUNT	60.00	None
11-202-540102	CAPITAL OUTLAY	SR PRODUCTS	ROOF SAMPLING REPAIRS AT ICC	1,340.00	None
11-202-540102-035011	HON. MOT.HIGH DENSITY CHRI	HNI WORKPLACE FURNISHINGS,	VPRC TABLE AND CHRIS	17,437.65	None
Total Department 202 EQUIP & SUPPLIES				87,338.68	
Total Fund 11 GENERAL FUND-CAPITAL				87,338.68	
Fund: 27 TIF 5 FUND - KENILWORTH					
Department: 241 TIF CAPITAL & CONTRACTUAL					
27-241-529201	TIF 5 PARKING LOT ENGINEER	BAXTER & WOODMAN INC	ENGINEERING SERVICES	6,368.75	None
Total Department 241 TIF CAPITAL & CONTRACTUAL				6,368.75	
Total Fund 27 TIF 5 FUND - KENILWORTH				6,368.75	
Fund: 35 RECREATION FUND					
Department: 201 ADMINISTRATION					
35-201-521001	PHONE CASE AND SCREEN PROT	Amazon Mktp l K86po6do3	PHONE CASE AND SCREEN PROTECTOR	26.61	None
35-201-521001	USB CABLES	Amazon Mktp l Qj09v7u83	USB CABLES	13.98	None
Total Department 201 ADMINISTRATION				40.59	
Department: 235 PRR-SUMMER					
35-235-529935	CLASSICAL BLAST SUMMER CON	BASS/SCHULER ENTERTAINMENT	CLASSICAL BLAST SUMMER CONCERT	1,500.00	None
35-235-529935	ROSIE & THE RIVERS/FRANK C	BASS/SCHULER ENTERTAINMENT	ROSIE & THE RIVERS/FRANK CANINO SUMME	1,200.00	None
Total Department 235 PRR-SUMMER				2,700.00	
Department: 236 PRR-FALL-WNTR-SPRING					
35-236-529936	CY25 CONTRACTUAL MARTIAL	EAGLE ACADEMY OF MARTIAL A	CY25 CONTRACTUAL MARTIAL ARTS PROGRA	4,032.00	None
35-236-529936	CY25 CONTRACTUAL ICE SKAT	ADDISON ICE LLC	CY25 CONTRACTUAL ICE SKATING PROGRAM	525.00	None
35-236-529936	CY25 AMERICAN RED CROSS LI	AMERICAN RED CROSS	CY25 AMERICAN RED CROSS LIFEGUARDING	470.00	None
Total Department 236 PRR-FALL-WNTR-SPRING				5,027.00	
Total Fund 35 RECREATION FUND				7,767.59	
Fund: 36 PARKS FUND					
Department: 201 ADMINISTRATION					
36-201-529901	AUTO TOLLWAY PAYMENT	Il Tollway-Autorepleni	AUTO TOLLWAY PAYMENT	20.00	None
36-201-531701	KITCHEN SUPPLIES FOR BREAK	Amazon Mark R07gs0fy3	KITCHEN SUPPLIES FOR BREAKROOM	44.86	None
36-201-531701	PRIMO WATER FOR OFFICE	Water Coffee Delivery	PRIMO WATER FOR OFFICE	27.88	None
36-201-531701	PRIMO WATER FOR OFFICE	Water Coffee Delivery	PRIMO WATER FOR OFFICE	8.88	None
36-201-531701	BINDER DIVIDERS OFFICE	Amazon Mark Qb5kr7c83	BINDER DIVIDERS OFFICE	15.99	None
36-201-531701	PRIMO WATER FOR OFFICE	Water Coffee Delivery	PRIMO WATER FOR OFFICE	27.88	None
Total Department 201 ADMINISTRATION				145.49	
Department: 202 EQUIP & SUPPLIES					
36-202-529902	LUFKIN PARK SIGNAGE PLAYGR	In Play Illinois Llc	LUFKIN PARK SIGNAGE PLAYGROUND/SPLASH	2,169.00	None
36-202-529902	POND FOUNTAIN MAINTANCE	Solitude Lake Manageme	POND FOUNTAIN MAINTANCE	464.65	None
36-202-530402	PAINT FOR BENCHES @ HIGHRI	Sherwin-williams703034	PAINT FOR BENCHES @ HIGHRIDGE FIELD	93.71	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 06/09/2025 - 06/09/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 36 PARKS FUND					
Department: 202 EQUIP & SUPPLIES					
36-202-530402	SEED AND SEED STARTER LUFK	Siteone Landscape Supp	SEED AND SEED STARTER LUFKIN PARK	1,077.96	None
36-202-530402	PARKS WATER TANK	Protank	PARKS WATER TANK	427.00	None
36-202-530402	STEEL DRUMS/ EACH BROWN	Case Lots	STEEL DRUMS/ EACH BROWN	1,099.00	None
36-202-530402	GARDEN SOIL ICC	Lombard Ace Hardware	GARDEN SOIL ICC	10.00	None
36-202-530402	TWIN LAKE MULCH	A K Mulch&firewood	TWIN LAKE MULCH	275.00	None
36-202-530402	WESTMORE PARK MULCH	A K Mulch&firewood	WESTMORE PARK MULCH	220.00	None
36-202-530402	NORTH TERRANCE MULCH	A K Mulch&firewood	NORTH TERRANCE MULCH	165.00	None
36-202-530402	NORTH TERRANCE MULCH	A K Mulch&firewood	NORTH TERRANCE MULCH	165.00	None
36-202-530402	WESTMORE PARK MULCH	A K Mulch&firewood	WESTMORE PARK MULCH	165.00	None
36-202-530402	WESTMORE PARK MULCH	A K Mulch&firewood	WESTMORE PARK MULCH	165.00	None
36-202-530502	CONCRETE MIX LUFKIN SIGNS	Menards Glendale Heigh	CONCRETE MIX LUFKIN SIGNS	275.24	None
36-202-531502	TWIN LAKES SOCCER FIELD TO	Villa Park Ace	TWIN LAKES SOCCER FIELD TOP SOIL	35.88	None
36-202-531502	JANITORIAL SUPPLIES	Case Lots	JANITORIAL SUPPLIES	972.00	None
36-202-531502	JANITORIAL SUPPLIES	Case Lots	JANITORIAL SUPPLIES	3,182.65	None
36-202-531902	FOLDING POCKET KNIFE/ FEND	Villa Park Ace	FOLDING POCKET KNIFE/ FENDER WASH	81.46	None
36-202-532202	SHOP TOOLS RACKS	Menards Glendale Heigh	SHOP TOOLS RACKS	100.39	None
36-202-532202	TOOL RESTOCK	The Home Depot #1982	TOOL RESTOCK	40.01	None
36-202-532502	SHOP TOOLS RAKES	Russo Power Equipment	SHOP TOOLS RAKES	330.43	None
36-202-532502	LUFKIN RENTAL MACHINE	Dupage Rent-All	LUFKIN RENTAL MACHINE	116.36	None
36-202-532502	GENERAL EQUIPMENT SUPPLIES	Villa Park Electrical	GENERAL EQUIPMENT SUPPLIES	600.04	None
36-202-539902	COCKOUT PUBLIC WORKS PROP	Lens Ace Hdwe	COCKOUT PUBLIC WORKS PROPANE	68.13	None
36-202-539902	DOGGIE WASTER BAGS	Amazon Mark Bk7ly0rg3	DOGGIE WASTER BAGS	237.48	None
36-202-539902	SCRUBS FOR PARTY TRAILER	Villa Park Ace	SCRUBS FOR PARTY TRAILER	25.98	None
36-202-540102	LIONS PARK RENOVATION PROJ	HACIENDA LANDSCAPING INC	LIONS PARK RENOVATION PROJECT MAY 202	77,379.90	None
36-202-540102	LIONS PARK BALLFIELD RENOV	UPLAND DESIGN LTD	LIONS PARK BALLFIELD RENOVATION DESIG	8,125.00	None
Total Department 202 EQUIP & SUPPLIES				98,067.27	

Total Fund 36 PARKS FUND 98,212.76

Fund: 41 SWIMMING POOL & REC FUND

Department: 302 POOL

41-302-529902	WATER PUMP / TANK ADAPTER	Amazon Mark 025af3253	WATER PUMP / TANK ADAPTER	71.43	None
41-302-530102	CY 25 SUMMER BASKETBALL JE	INK STITCH STUDIO	CY 25 SUMMER BASKETBALL JERSEY	1,700.00	None
41-302-531102	2025 DSDC SWIM DUES	DUPAGE SWIM & DIVE CONFERE	2025 DSDC SWIM DUES	445.00	None
41-302-531503	BRUSH POOL	The Home Depot #1982	BRUSH POOL	127.72	None
41-302-531503	BRUSH POLE POOL	The Home Depot #1982	BRUSH POLE POOL	43.91	None
41-302-531503	POOL - BC AMT PARTS	Lombard Ace Hardware	POOL - BC AMT PARTS	2.20	None
41-302-531503	POOL - FLEX WINDOW PARTS	Lombard Ace Hardware	POOL - FLEX WINDOW PARTS	75.53	None
41-302-531503	POOL - WASHERS - TRB - JBE	Lombard Ace Hardware	POOL - WASHERS - TRB - JBEND	49.56	None
41-302-531503	POOL - EROXY	Lombard Ace Hardware	POOL - EROXY	9.99	None
41-302-531503	POOL - SINK TRIL PIECE PAR	Lombard Ace Hardware	POOL - SINK TRIL PIECE PARKS	29.16	None
41-302-531503	POOL - SINK WASHERS - POLY	Lombard Ace Hardware	POOL - SINK WASHERS - POLY	59.76	None
41-302-531503	POOL - SINK SPLY - NUT - W	Lombard Ace Hardware	POOL - SINK SPLY - NUT - WASHERS WAST	41.16	None
41-302-531503	POOL - COUPLING - COPPER F	The Home Depot #1982	POOL - COUPLING - COPPER FOR POOL RO	374.40	None
41-302-531503	POWER FOR TL SCOREBOARD	Harbor Freight Tools 2	POWER FOR TL SCOREBOARD	114.99	None
41-302-532503	PARTS FOR RPZ @JEFFERON	Shopbackflow.com	PARTS FOR RPZ @JEFFERON	474.68	None
41-302-532503	GENERAL EQUIPMENT PARTS	AQUA PURE ENTERPRISES INC	BABY POOL FILTER PARTS	277.85	None
41-302-532503	GENERAL EQUIPMENT PARTS	AQUA PURE ENTERPRISES INC	BABY POOL FILL VALVE PARTS	178.16	None
41-302-532503	GENERAL EQUIPMENT PARTS	AQUA PURE ENTERPRISES INC	BABY POOL VALVES	358.00	None

Total Department 302 POOL 4,433.50

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

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BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 41 SWIMMING POOL & REC FUND					
Department: 303 VPRC					
41-303-531403	GYM WIPES ROLL @ VPRC	Case Lots	GYM WIPES ROLL @ VPRC	398.40	None
41-303-531403	CHARCOAL FLOOR MAT @ VPRC	Case Lots	CHARCOAL FLOOR MAT @ VPRC	339.80	None
41-303-531403	23 GALLON TRASH CAN @ VPRC	Case Lots	23 GALLON TRASH CAN @ VPRC	189.80	None
41-303-531503	VPRC FITNESS CENTER CEILIN	Gih Globalindustrialeq	VPRC FITNESS CENTER CEILING FAN	355.90	None
41-303-531503	OUT DOOR STORAGE BIN FOR V	Amazon Mktp1 Di0361iz3	OUT DOOR STORAGE BIN FOR VPRC TERRACE	219.99	None
41-303-531503	VPRC TV POWER CORD	Villa Park Ace	VPRC TV POWER CORD	15.99	None
41-303-531503	HARDWARE @ VPRC	Menards Glendale Heigh	HARDWARE @ VPRC	56.76	None
41-303-531503	HARDWARE FOR VPRC	The Home Depot #1982	HARDWARE FOR VPRC	72.43	None
41-303-531503	HARDWARE FOR VPRC	Menards Glendale Heigh	HARDWARE FOR VPRC	34.96	None
41-303-531503	HARDWARE FOR CELING FAN	The Home Depot #1982	HARDWARE FOR CELING FAN	21.52	None
41-303-531503	LADDERS FOR VPRC	Industrial Ladder Su	LADDERS FOR VPRC	1,060.00	None
Total Department 303 VPRC				2,765.55	
Total Fund 41 SWIMMING POOL & REC FUND				7,199.05	
Fund: 60 STREET IMPROVEMENT FUND					
Department: 202 EQUIP & SUPPLIES					
60-202-529902	2024 PAVEMENT MARKING PROG	SUPERIOR ROAD STRIPING INC	2024 PAVEMENT MARKING PROGRAM	19,350.28	None
Total Department 202 EQUIP & SUPPLIES				19,350.28	
Total Fund 60 STREET IMPROVEMENT FUND				19,350.28	
Fund: 82 WATER SUPPLY FUND					
Department: 201 ADMINISTRATION					
82-201-521001	MONTHLY CELL PHONE	VENCHUS, THOMAS	MONTHLY CELL PHONE	49.98	None
82-201-521001	APRIL 2025 CELL PHONE	JESSEN, DENNIS	APRIL 2025 CELL PHONE	49.98	None
82-201-530301	IEPA DRINKING WATER OPERAT	COULTER, DANIEL	IEPA DRINKING WATER OPERATOR RENEWAL	10.00	None
82-201-532101	APRIL PUMPAGE 42.210 MG	DUPAGE WATER COMMISSION	APRIL PUMPAGE 42.210 MG	235,531.80	None
82-201-539901	EXTERNAL HARD DRIVER READE	Amazon Mktp1 Yq2on57w3	EXTERNAL HARD DRIVER READER	39.99	None
Total Department 201 ADMINISTRATION				235,681.75	
Department: 202 EQUIP & SUPPLIES					
82-202-528502	HAULING OF SPOILS FROM SAL	BELL CARTAGE CORP.	HAULING OF SPOILS FROM SALT DOME	5,475.00	None
82-202-529302	LEAD & COPPER SAMPLES	PACE ANALYTICAL SERVICES L	LEAD & COPPER SAMPLES	70.00	None
82-202-534302	STONE STOCKPILE FOR BACKFI	BELL CARTAGE CORP.	STONE STOCKPILE FOR BACKFILL	6,405.92	None
82-202-534302	CA-6 STONE FOR STOCK PILE	BELL CARTAGE CORP.	CA-6 STONE FOR STOCK PILE	904.18	None
82-202-535302	SERVICE CONNECTION BRASS & CORE	& MAIN	SERVICE CONNECTION BRASS & COPPER - S	8,107.20	None
82-202-540102	REMOVAL OF ANTENNA ON PLYM	CORE & MAIN	REMOVAL OF ANTENNA ON PLYMOUTH TOWER	16,100.00	None
Total Department 202 EQUIP & SUPPLIES				37,062.30	
Total Fund 82 WATER SUPPLY FUND				272,744.05	
Fund: 83 WASTEWATER FUND					
Department: 201 ADMINISTRATION					
83-201-539901	UPS REPLACEMENT BATTERIES	Amazon Mktp1 M15bz69n3	UPS REPLACEMENT BATTERIES	62.32	None
83-201-539901	PENS	Amazon.Com 9a5626cv3	PENS	8.89	None
83-201-569401	PROJECT L17-5154 BILL#8	ILLINOIS ENVIRONMENTAL	PROJECT L17-5154 BILL#8	41,439.83	None
Total Department 201 ADMINISTRATION				41,511.04	
Department: 202 EQUIP & SUPPLIES					
83-202-528502	HAULING OF SPOILS FROM SAL	BELL CARTAGE CORP.	HAULING OF SPOILS FROM SALT DOME	5,475.00	None
83-202-529902	ANNUAL LIFT STATION MAINTEN	FLOW TECHNICS	ANNUAL LIFT STATION MAINTENANCE	4,995.00	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

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BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 83 WASTEWATER FUND					
Department: 202 EQUIP & SUPPLIES					
83-202-534302	STONE STOCKPILE FOR BACKFI	BELL CARTAGE CORP.	STONE STOCKPILE FOR BACKFILL	6,405.92	None
			Total Department 202 EQUIP & SUPPLIES	16,875.92	
Department: 204 CONTRACTUAL SERVICES					
83-204-569404	PROJECT L17-5666 BILL#6	ILLINOIS ENVIRONMENTAL	PROJECT L17-5666 BILL#6	53,940.00	None
			Total Department 204 CONTRACTUAL SERVICES	53,940.00	
			Total Fund 83 WASTEWATER FUND	112,326.96	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
--- TOTALS BY GL DISTRIBUTION ---					
		10-000-440002	PERS PROP REPLACEMENT TAXES	11,544.22	
		10-110-520700	APPRECIATION DINNER & AWARDS	534.42	
		10-110-521102	LEGAL SERVICES-POLICE	1,125.00	
		10-110-529900	OTHER CONTRACTUAL SERVICES	7,551.96	
		10-110-530300	DUES & PUBLICATIONS	7,757.80	
		10-110-539900	OTHER SUPPLIES	113.64	
		10-110-565500	PLANNING & ZONING COMMISSION	151.50	
		10-110-565600	FIRE & POLICE COMMISSION	9,788.00	
		10-112-530300	DUES & PUBLICATIONS	41.99	
		10-120-520200	TRAINING & CONFERENCES	15,493.32	
		10-120-539900	OTHER SUPPLIES	67.70	
		10-121-520201	TRAINING & CONFERENCES	392.70	
		10-121-521001	TELEPHONE	49.98	
		10-121-527001	MAINT OF OFFICE EQUIPMENT	14,832.76	
		10-121-529901	OTHER CONTRACTUAL SERVICES	16,035.90	
		10-121-539901	OTHER SUPPLIES	415.07	
		10-130-521000	TELEPHONE	299.88	
		10-130-529900	OTHER CONTRACTUAL SERVICES	5,000.00	
		10-130-531700	OFFICE SUPPLIES	808.07	
		10-130-539900	OTHER SUPPLIES	25.63	
		10-140-527000	MAINT OF OFFICE EQUIPMENT	121.15	
		10-140-529200	ENGINEERING SERVICES	8,315.10	
		10-140-539900	OTHER SUPPLIES	38.98	
		10-150-525000	EMPLOYEE BENEFITS	21,972.10	
		10-160-531400	JANITORIAL SUPPLIES	455.85	
		10-160-531500	BUILDING MAINT SUPPLIES	458.79	
		10-160-539900	OTHER SUPPLIES	10.96	
		10-170-539900	OTHER SUPPLIES	106.00	
		10-180-521505	SHOP SERVICES	90.42	
		10-180-531500	INSPECTIONS AND SAFETY TESTS	45.00	
		10-190-521000	TELEPHONE	99.96	
		10-201-520201	TRAINING & CONFERENCES	1,190.67	
		10-201-521001	TELEPHONE	1,375.15	
		10-209-529909	OTHER CONTRACTUAL SERVICES	47.97	
		10-209-530109	UNIFORMS	1,771.70	
		10-211-520201	TRAINING & CONFERENCES	1,675.00	
		10-211-527101	MAINT OF RADIO EQUIPMENT	736.18	
		10-212-520222	TRAINING & CONFERENCES	900.00	
		10-212-529922	OTHER CONTRACTUAL SERVICES	1,630.00	
		10-232-539902	OTHER SUPPLIES	83.25	
		10-240-299004	OTHER CONTRACTUAL SERVICES	350.00	
		10-255-521925	UTILITY - ELECTRIC	10,635.34	
		10-255-529925	OTHER CONTRACTUAL SERVICES	624.00	
		10-257-529927	OTHER CONTRACTUAL SERVICES	7,000.00	
		10-258-528628	MOSQUITO ABATEMENT	18,029.00	
		11-202-540102	CAPITAL OUTLAY	69,901.03	
		11-202-540102-035011	CAPITAL OUTLAY	17,437.65	
		27-241-529201	ENGINEERING SERVICES	6,368.75	
		35-201-521001	TELEPHONE	40.59	

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
		35-235-529935	OTHER CONTRACTUAL SERVICES	2,700.00	
		35-236-529936	OTHER CONTRACTUAL SERVICES	5,027.00	
		36-201-529901	OTHER CONTRACTUAL SERVICES	20.00	
		36-201-531701	OFFICE SUPPLIES	125.49	
		36-202-529902	OTHER CONTRACTUAL SERVICES	2,633.65	
		36-202-530402	GROUNDS SUPPLIES	3,862.67	
		36-202-530502	TURF SUPPLIES	275.24	
		36-202-531502	BUILDING MAINT SUPPLIES	4,190.53	
		36-202-531902	ATHLETIC FIELD MATERIALS	81.46	
		36-202-532202	HAND TOOLS	140.40	
		36-202-532502	GENERAL EQUIPMENT PARTS	1,046.83	
		36-202-539902	OTHER SUPPLIES	331.59	
		36-202-540102	CAPITAL OUTLAY	85,504.90	
		41-302-529902	OTHER CONTRACTUAL SERVICES	71.43	
		41-302-530102	UNIFORMS	1,700.00	
		41-302-531102	PROGRAM SUPPLIES	445.00	
		41-302-531503	BUILDING MAINT SUPPLIES	928.38	
		41-302-532503	GENERAL EQUIPMENT PARTS	1,288.69	
		41-303-531403	JANITORIAL SUPPLIES	928.00	
		41-303-531503	BUILDING MAINT SUPPLIES	1,837.55	
		60-202-529902	OTHER CONTRACTUAL SERVICES	19,350.28	
		82-201-521001	TELEPHONE	99.96	
		82-201-530301	DUES & PUBLICATIONS	10.00	
		82-201-532101	PURCHASE OF WATER	235,531.80	
		82-201-539901	OTHER SUPPLIES	39.99	
		82-202-528502	DISPOSAL EXPENSE	5,475.00	
		82-202-529302	LABORATORY TESTING	70.00	
		82-202-534302	STONE	7,310.10	
		82-202-535302	SERVICE CONNECTION MATERIALS	8,107.20	
		82-202-540102	CAPITAL OUTLAY	16,100.00	
		83-201-539901	OTHER SUPPLIES	71.21	
		83-201-569401	IEPA LOAN REPAYMENTS	41,439.83	
		83-202-528502	DISPOSAL EXPENSE	5,475.00	
		83-202-529902	OTHER CONTRACTUAL SERVICES	4,995.00	
		83-202-534302	STONE	6,405.92	
		83-204-569404	IEPA LOAN REPAYMENTS	53,940.00	
---	TOTALS BY FUND ---				
		10	CORPORATE FUND	169,792.11	
		11	GENERAL FUND-CAPITAL	87,338.68	
		27	TIF 5 FUND - KENILWORTH	6,368.75	
		35	RECREATION FUND	7,767.59	
		36	PARKS FUND	98,212.76	
		41	SWIMMING POOL & REC FUND	7,199.05	
		60	STREET IMPROVEMENT FUND	19,350.28	
		82	WATER SUPPLY FUND	272,744.05	
		83	WASTEWATER FUND	112,326.96	
			Total For All Funds:	781,100.23	

Answer

6-4-25

Walter W

6-4-25

BILL LISTING TO BE PRESENTED TO
THE BOARD OF TRUSTEES ON

06.23.25

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 06/02/2025 - 06/02/2025
POSTED AND UNPOSTED OPEN AND PAID
BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 000					
10-000-210001	GARBAGE	STEVEN DVORSKY	UB refund for account: 10-15040-00	28.13 ✓	None
10-000-210001	GARBAGE	PAULA PASQUALE	UB refund for account: 12-11680-00	20.13 ✓	None
10-000-210001	ADMIN FEE	MICRO SHIP INC	UB refund for account: 10-17650-03	26.12 ✓	None
10-000-210001	ADMIN FEE	STEVEN HANSON	UB refund for account: 13-04090-02	30.08 ✓	None
10-000-210001	ADMIN FEE	MATTHEW SCHULZ	UB refund for account: 11-08860-04	52.69 ✓	None
10-000-210001	GARBAGE	MAREK NAUMOVSKY	UB refund for account: 11-03930-01	23.08 ✓	None
10-000-210001	ADMIN FEE	ISRAEL RIVERA	UB refund for account: 11-11220-00	3.36 ✓	None
10-000-210001	ADMIN FEE	RITA LAENA	UB refund for account: 10-15550-05	70.21 ✓	None
10-000-210001	ADMIN FEE	JAMES HOWARD	UB refund for account: 11-10860-06	43.44 ✓	None
10-000-210001	GARBAGE	JASON R & JESSICA EDGAR	UB refund for account: 11-03460-02	10.98 ✓	None
10-000-210001	ADMIN FEE	DARLENE PALATINE C/O AJAX	UB refund for account: 11-15450-01	45.19 ✓	None
10-000-440002	PERS PROP REPLACEMENT TAXE	VILLA PARK LIBRARY	REIMBURSEMENT	4,756.58 ✓	None
Total Department 000				5,109.99	
Department: 110 PUBLIC AFFAIRS					
10-110-520700	EMPLOYEE APPRECIATION WEEK	Villa Park Dairy Queen	EMPLOYEE APPRECIATION WEEK	225.00 ✓	None
10-110-566700	SNACKS FOR KITES & KICKS (	Amazon Reta Yg91u5543	SNACKS FOR KITES & KICKS (FUM COMM)	49.57 ✓	None
Total Department 110 PUBLIC AFFAIRS				274.57	
Department: 120 MANAGER-ADMINISTRATION					
10-120-529900	INTERNET SERVICE	COMCAST	INTERNET SERVICE	3,105.94 ✓	None
Total Department 120 MANAGER-ADMINISTRATION				3,105.94	
Department: 140 COMMUNITY DEVELOPMENT					
10-140-522400	PERMIT FEE REIMBURSEMENT	LEON, BYRON & JOSSELYN	630 S MONTEREY HOME FLOOD PREVENTION	200.00 ✓	None
Total Department 140 COMMUNITY DEVELOPMENT				200.00	
Department: 150 CENTRAL SERVICES					
10-150-527000	COPIERS/PRINTERS LEASE	GFC LEASING	COPIERS/PRINTERS LEASE	2,991.08 ✓	None
Total Department 150 CENTRAL SERVICES				2,991.08	
Department: 160 BUILDINGS & GROUNDS					
10-160-529900	POLICE FRAGRANCE DISPENSER	STATE INDUSTRIAL PRODUCTS	POLICE FRAGRANCE DISPENSER SYSTEM REF	216.00 ✓	None
10-160-529900	VH FRAGRANCE SYSTEM FEB	STATE INDUSTRIAL PRODUCTS	VH FRAGRANCE SYSTEM FEB	222.48 ✓	None
Total Department 160 BUILDINGS & GROUNDS				438.48	
Department: 201 ADMINISTRATION					
10-201-526301	POST RETIREMENT BENEFIT;JU	BREGMAN, MARC	POST RETIREMENT BENEFIT;JUNE 2025	125.00 ✓	None
10-201-526301	POST RETIREMENT BENEFIT;JU	MCMAMARA, JAMES J	POST RETIREMENT BENEFIT;JUNE 2025	125.00 ✓	None
10-201-526301	POST RETIREMENT BENEFIT;JU	SUBJECT, DAVID	POST RETIREMENT BENEFIT;JUNE 2025	125.00 ✓	None
Total Department 201 ADMINISTRATION				375.00	
Department: 209 POLICE-PATROL					
10-209-529909	2025 SPECIAL OLYMPICS COP	WOSCONS-SOIL, TAYLOR	2025 SPECIAL OLYMPICS COP ON TOP OF A	2,901.72 ✓	None
10-209-533309	AMMUNITION FOR RANGE	O'HERRON CO INC, RAY	AMMUNITION FOR RANGE	3,520.00 ✓	None
Total Department 209 POLICE-PATROL				6,421.72	
Department: 211 FIRE-ADMIN					
10-211-526301	POST RETIREMENT BENEFIT;JU	VICELLI, LOUIS	POST RETIREMENT BENEFIT;JUNE 2025	125.00 ✓	None
10-211-526301	POST RETIREMENT BENEFIT;JU	BLASKOVICH, ERIC	POST RETIREMENT BENEFIT;JUNE 2025	125.00 ✓	None
10-211-526301	POST RETIREMENT BENEFIT;JU	SPARGER, JEFFREY	POST RETIREMENT BENEFIT;JUNE 2025	125.00 ✓	None
10-211-526301	POST RETIREMENT BENEFIT;JU	BARTON, MICHAEL	POST RETIREMENT BENEFIT;JUNE 2025	125.00 ✓	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 06/02/2025 - 06/02/2025
 POSTED AND UNPOSTED OPEN AND PAID
 BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 211 FIRE-ADMIN					
			Total Department 211 FIRE-ADMIN	500.00	
Department: 251 PW-ADMN					
10-251-527001	COPIERS/PRINTERS LEASE	GFC LEASING	COPIERS/PRINTERS LEASE	226.60 ✓	None
10-251-527001	LEASE	GFC LEASING	LEASE	7.22 ✓	None
			Total Department 251 PW-ADMN	233.82	
			Total Fund 10 CORPORATE FUND	19,650.60	
Fund: 19 DUI TECHNOLOGY FUND					
Department: 520 CONTRACTUAL					
19-520-521201	LEGAL SERVICES -DUI CASES	SMITH & FULLER	LEGAL SERVICES -DUI CASES	2,758.28 ✓	None
			Total Department 520 CONTRACTUAL	2,758.28	
			Total Fund 19 DUI TECHNOLOGY FUND	2,758.28	
Fund: 35 RECREATION FUND					
Department: 201 ADMINISTRATION					
35-201-520201	SPRING BREAK CAMP FIELD TR	Tst Lou Malnatis - O	SPRING BREAK CAMP FIELD TRIP	134.71 ✓	None
35-201-527001	COPIERS/PRINTERS LEASE	GFC LEASING	COPIERS/PRINTERS LEASE	679.78 ✓	None
35-201-531701	OFFICE SUPPLIES - CARD STO	GARVEY'S OFFICE PRODUCTS	OFFICE SUPPLIES - CARD STOCK	37.96 ✓	None
35-201-531701	OFFICE SUPPLIES -ENVELOPES	MINUTEMAN PRESS	OFFICE SUPPLIES -ENVELOPES WITH NEW L	320.00 ✓	None
35-201-531701	DESK NAME PLAQUES FOR FT S	Plaquemaker	DESK NAME PLAQUES FOR FT STAFF	185.00 ✓	None
			Total Department 201 ADMINISTRATION	1,357.45	
Department: 235 PRR-SUMMER					
35-235-529935	SUPER SENSATIONAL SATURDAY	Sq Jason Kollum	SUPER SENSATIONAL SATURDAY DEPOSIT	225.00 ✓	None
35-235-531135	SUMMER CAMP FIELD TRIP DEP	Vsi Bville Parks	SUMMER CAMP FIELD TRIP DEPOSIT	241.50 ✓	None
			Total Department 235 PRR-SUMMER	466.50	
Department: 236 PRR-FALL-WNTR-SPRING					
35-236-529936	OTHER CONTRACTUAL SERVICES	SMITH, VIOLET R	CY25 CONTRACTURAL FITNESS PROGRAM	855.00 ✓	None
35-236-529936	ONLINE WORK SCHEDULING FRO	Whentowork Inc	ONLINE WORK SCHEDULING FRONT DESK	472.00 ✓	None
35-236-531136	PRESCHOOL ART SUPPLIES	Amazon Mktp1 665tm03i3	PRESCHOOL ART SUPPLIES	44.83 ✓	None
35-236-531136	SUPERVISOR SYMPOSIUM	Iptra I1	SUPERVISOR SYMPOSIUM	80.00 ✓	None
35-236-531136	LITTLE CHEFS SUPPLIES SESS	Wm Supercenter #1737	LITTLE CHEFS SUPPLIES SESSION 2	36.26 ✓	None
35-236-531136	STANDS FOR VPRC AND STICKE	Amazon Mktp1 T825k4ko3	STANDS FOR VPRC AND STICKERS FOR JOB	42.61 ✓	None
35-236-531136	GYMNASTIC WEDGES - tax rem	Walmart.Com	GYMNASTIC WEDGES - tax removed	299.96 ✓	None
35-236-531136	PRESCHOOL FIELD TRIP	Dupagechildrensmus	PRESCHOOL FIELD TRIP	460.50 ✓	None
35-236-531136	JOB FAIR GIVEAWAYS	4imprint, Inc	JOB FAIR GIVEAWAYS	408.23 ✓	None
35-236-531136	LITTLE CHEFS SUPPLIES SESS	Wm Supercenter #1737	LITTLE CHEFS SUPPLIES SESSION 2	36.36 ✓	None
35-236-531136	LAMINATOR ROLLS	School Specialty Ecomm	LAMINATOR ROLLS	298.64 ✓	None
35-236-531136	3-27 LET'S DO LUNCH	Brooster's Open Hearth	3-27 LET'S DO LUNCH	218.28 ✓	None
35-236-531136	BINGO PRIZES	Dollartree	BINGO PRIZES	87.78 ✓	None
35-236-531136	MARCH DINING DESTINATIONS	Cracker Barrel #196 Na	MARCH DINING DESTINATIONS	274.92 ✓	None
35-236-531136	SENIOR SUPPLIES/PRIZES	Jewel Osco 3284	SENIOR SUPPLIES/PRIZES	88.95 ✓	None
35-236-531136	SENIOR BUS TRIP	The Little Traveler -	SENIOR BUS TRIP	220.40 ✓	None
35-236-531136	STAFF WELCOME LUNCH	Dominicks Pizzeria	STAFF WELCOME LUNCH	133.49 ✓	None
35-236-531136	4-3 DONUT BINGO	Marianos #543	4-3 DONUT BINGO	39.64 ✓	None
35-236-531136	4-3 LET'S DO LUNCH	Frankies Deli	4-3 LET'S DO LUNCH	237.80 ✓	None
35-236-531136	APRIL BIRTHDAY BUNCH & LUN	Yorkys - W Saint Char	APRIL BIRTHDAY BUNCH & LUNCH	360.00 ✓	None
35-236-531136	SUPPLIES-EGG HUNTS	Target 00009571	SUPPLIES-EGG HUNTS	23.51 ✓	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 35 RECREATION FUND					
Department: 236 PRR-FALL-WNTR-SPRING					
35-236-531136	SENIOR BUS TRIP	Tst Acquaviva Winery &	SENIOR BUS TRIP	2,057.03 ✓	None
35-236-531136	SUPPLIES APRIL BIRTHDAY LU	Restaurant Depot	SUPPLIES APRIL BIRTHDAY LUNCH	46.42 ✓	None
35-236-531136	APRIL DINING DESTINATIONS	McCook Bohemian Restau	APRIL DINING DESTINATIONS	278.75 ✓	None
35-236-531136	GROCERIES-APRIL BIRTHDAY L	Jewel Osco 3284	GROCERIES-APRIL BIRTHDAY LUNCH	26.96 ✓	None
35-236-531136	APRIL BIRTHDAY BUNCH & LUN	Yorkys - w Saint Char	APRIL BIRTHDAY BUNCH & LUNCH	55.00 ✓	None
35-236-531136	MOM/SON INFLATABLE	Fsp Bounce Houses R Us	MOM/SON INFLATABLE	154.14 ✓	None
35-236-531136	APRIL BIRTHDAY BUNCH & LUN	Aldi 40036	APRIL BIRTHDAY BUNCH & LUNCH	64.88 ✓	None
35-236-531136	BINGO PRIZES	Dollar Tree	BINGO PRIZES	91.00 ✓	None
35-236-531136	SENIOR SUPPLIES/PRIZES	Jewel Osco 3284	SENIOR SUPPLIES/PRIZES	22.99 ✓	None
35-236-531136	SENIOR BUS TRIP	Paramount Arts Center	SENIOR BUS TRIP	245.90 ✓	None
35-236-531136	SENIOR BUS TRIP	Paramount Arts Center	SENIOR BUS TRIP	295.20 ✓	None
35-236-531136	SENIOR BUS TRIP	Paramount Arts Center	SENIOR BUS TRIP	243.75 ✓	None
35-236-531136	SENIOR BUS TRIP	Paramount Arts Center	SENIOR BUS TRIP	281.25 ✓	None
35-236-531136	SUPPLIES-EGG HUNTS	Villa Park Ace	SUPPLIES-EGG HUNTS	6.87 ✓	None
35-236-531136	SENIOR SUPPLIES/PRIZES	Jewel Osco 3284	SENIOR SUPPLIES/PRIZES	25.98 ✓	None
35-236-531136	SUPPLIES-EGG HUNTS	Villa Park Ace	SUPPLIES-EGG HUNTS	20.95 ✓	None
35-236-531136	PRIZES-FLASHLIGHT EGG HUNT	McDonalds F78	PRIZES-FLASHLIGHT EGG HUNT	10.00 ✓	None
35-236-531136	GAMES-MOM/SON EVENT	Target 00009571	GAMES-MOM/SON EVENT	41.55 ✓	None
35-236-531136	ADMINISTRATIVE PROFESSIONA	Target 00009571	ADMINISTRATIVE PROFESSIONAL DAY	74.97 ✓	None
35-236-531136	4-16 DONUT BINGO	Marianos #543	4-16 DONUT BINGO	20.33 ✓	None
35-236-531136	4-17 LET'S DO LUNCH	Los Burritos Mexican	4-17 LET'S DO LUNCH	131.00 ✓	None
35-236-531136	APRIL MYSTERY TRIP	Harner S Restaurant	APRIL MYSTERY TRIP	309.85 ✓	None
35-236-531136	SUPLIES-MAY BIRTHDAY LUNCH	Aldi 40028	SUPLIES-MAY BIRTHDAY LUNCH	20.43 ✓	None
35-236-531136	SUPPLIES-MAY BIRTHDAY LUNC	Aldi 40028	SUPPLIES-MAY BIRTHDAY LUNCH	17.95 ✓	None
35-236-531136	dispute charge	Amazon Mktp1 q38ch6ru3	dispute charge	31.45 ✓	None
35-236-531136	dispute charge	Amazon Mktp1 0m12j4dw3	dispute charge	31.45 ✓	None
35-236-531136	dispute charge	Amazon Mktp1 G38ng06k3	dispute charge	31.45 ✓	None
35-236-531136	dispute charge	Amazon Mktp1 Mc7e770w3	dispute charge	31.45 ✓	None
35-236-531136	PRESCHOOL FIELDTRIP H20, T	Wm Supercenter #1737	PRESCHOOL FIELDTRIP H20, TEACHER TACK	13.15 ✓	None
35-236-531136	DISPUTE CHARGE	Amazon Mktp1 Az6z07v23	DISPUTE CHARGE	40.00 ✓	None
35-236-531136	SOCCER BALLS AND MESH BAGS	Epic Sports	SOCCER BALLS AND MESH BAGS	103.89 ✓	None
35-236-531136	SOCCER CORNER FLAGS 2025	Amazon Mktp1 s77dz5v33	SOCCER CORNER FLAGS 2025	55.94 ✓	None
35-236-531136	SOCCER REFEREE JERSEYS SPR	Amazon Mktp1 I820n5cc3	SOCCER REFEREE JERSEYS SPRING 2025	82.95 ✓	None
35-236-531136	ONLINE GAME SCHEDULING FOR	Quickscores	ONLINE GAME SCHEDULING FOR SPRING SOC	91.00 ✓	None
35-236-531136	REFEREE WHISTLES	Amazon Mktp1 Z03r86j93	REFEREE WHISTLES	35.46 ✓	None
35-236-531136	FITNESS DUMBBELL RACK	Amazon Mktp1 Gy2150jx3	FITNESS DUMBBELL RACK	36.98 ✓	None
35-236-531136-035001	PRINCESS BALL FLOWERS	Ftd Shamrock Garden F	PRINCESS BALL FLOWERS	40.00 ✓	None
35-236-531136-035010	MOM SON DJ AND PHOTOBOOTH	Sq Rgm1 Entertainment	MOM SON DJ AND PHOTOBOOTH FINAL PAYME	300.00 ✓	None

Total Department 236 PRR-FALL-WNTR-SPRING 10,187.48

Total Fund 35 RECREATION FUND 12,011.43

Fund: 36 PARKS FUND

Department: 201 ADMINISTRATION

36-201-527001	COPIERS/PRINTERS LEASE	GFC LEASING	COPIERS/PRINTERS LEASE	181.28 ✓	None
Total Department 201 ADMINISTRATION				181.28	

Department: 202 EQUIP & SUPPLIES

36-202-529902	LIONS PARK DESIGN DEVELOPM	UPLAND DESIGN LTD	LIONS PARK DESIGN DEVELOPMENT	3,539.00 ✓	None
Total Department 202 EQUIP & SUPPLIES				3,539.00	

05/28/2025 05:10 PM

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INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 06/02/2025 - 06/02/2025
 POSTED AND UNPOSTED OPEN AND PAID
 BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 36 PARKS FUND					
				Total Fund 36 PARKS FUND	3,720.28
Fund: 41 SWIMMING POOL & REC FUND					
Department: 202 EQUIP & SUPPLIES					
41-202-529902	ONLINE WORK SCHEDULING POO	Whentowork Inc	ONLINE WORK SCHEDULING POOLS	500.00 ✓	None
				Total Department 202 EQUIP & SUPPLIES	500.00
Department: 301 POOL&REC-ADMIN					
41-301-531701	TARGET - STORAGE AT FRONT	Target 00009571	TARGET - STORAGE AT FRONT DESK	97.20 ✓	None
41-301-531701	FIRST AID KITS FOR VPRC	Amazon Mktp l s35r82ij3	FIRST AID KITS FOR VPRC	56.39 ✓	None
				Total Department 301 POOL&REC-ADMIN	153.59
Department: 302 POOL					
41-302-530102	CY25 MARINERS SWIM TEAM AP	HOLY COW SPORTS INC	CY25 MARINERS SWIM TEAM APPAREL	1,495.00 ✓	None
41-302-530102	CY25 POOL STAFF UNIFORMS	HOLY COW SPORTS INC	CY25 POOL STAFF UNIFORMS	2,366.00 ✓	None
41-302-530102	SWEATSHIRTS FOR VPRC FRONT	Py Holy Cow Sports	SWEATSHIRTS FOR VPRC FRONT DESK STAFF	736.00 ✓	None
41-302-531102	KITCHEN TOWELS & DISH RAGS	Amazon Mark Cd8pg5ew3	KITCHEN TOWELS & DISH RAGS	31.48 ✓	None
41-302-540202	BALANCE DUE FOR SHADES IN	Budget Blinds	BALANCE DUE FOR SHADES IN 103 & 104 (	2,406.00 ✓	None
				Total Department 302 POOL	7,034.48
				Total Fund 41 SWIMMING POOL & REC FUND	7,688.07
Fund: 68 STORMWATER BUYOUT FUND					
Department: 000					
68-000-210001	STORMWATER MGMT PROGRAM	STEVEN DVORSKY	UB refund for account: 10-15040-00	6.00 ✓	None
68-000-210001	STORMWATER MGMT PROGRAM	PAULA PASQUALE	UB refund for account: 12-11680-00	4.29 ✓	None
68-000-210001	STORMWATER MGMT PROGRAM	MICRO SHIP INC	UB refund for account: 10-17650-03	15.67 ✓	None
68-000-210001	STORMWATER MGMT PROGRAM	STEVEN HANSON	UB refund for account: 13-04090-02	5.77 ✓	None
68-000-210001	STORMWATER MGMT PROGRAM	MATTHEW SCHULZ	UB refund for account: 11-08860-04	10.62 ✓	None
68-000-210001	STORMWATER MGMT PROGRAM	MAREK NAUMOVSKY	UB refund for account: 11-03930-01	4.92 ✓	None
68-000-210001	STORMWATER MGMT PROGRAM	ISRAEL RIVERA	UB refund for account: 11-11220-00	9.42 ✓	None
68-000-210001	STORMWATER MGMT PROGRAM	RITA LALENA	UB refund for account: 10-15550-05	14.38 ✓	None
68-000-210001	STORMWATER MGMT PROGRAM	JAMES HOWARD	UB refund for account: 11-10860-06	9.13 ✓	None
68-000-210001	STORMWATER MGMT PROGRAM	JASON R & JESSICA EDGAR	UB refund for account: 11-03460-02	1.47 ✓	None
68-000-210001	STORMWATER MGMT PROGRAM	DARLENE PALATINE C/O AJAX	UB refund for account: 11-15450-01	8.81 ✓	None
				Total Department 000	90.48
				Total Fund 68 STORMWATER BUYOUT FUND	90.48
Fund: 82 WATER SUPPLY FUND					
Department: 000					
82-000-210001	WATER CHARGE FEE	STEVEN DVORSKY	UB refund for account: 10-15040-00	5.23 ✓	None
82-000-210001	WATER	K & J HEATING AND COOLING	UB refund for account: 14-02160-03	69.17 ✓	None
82-000-210001	WATER	PAULA PASQUALE	UB refund for account: 12-11680-00	13.46 ✓	None
82-000-210001	CROSS CONNECT FEE	MICRO SHIP INC	UB refund for account: 10-17650-03	22.46 ✓	None
82-000-210001	WATER	YARDI SYSTEMS/ NATIONAL HO	UB refund for account: 10-03880-03	97.37 ✓	None
82-000-210001	WATER CHARGE FEE	STEVEN HANSON	UB refund for account: 13-04090-02	5.04 ✓	None
82-000-210001	WATER CHARGE FEE	MATTHEW SCHULZ	UB refund for account: 11-08860-04	15.27 ✓	None
82-000-210001	WATER CHARGE FEE	MAREK NAUMOVSKY	UB refund for account: 11-03930-01	8.61 ✓	None
82-000-210001	CROSS CONNECT FEE	ISRAEL RIVERA	UB refund for account: 11-11220-00	40.82 ✓	None
82-000-210001	WATER	RITA LALENA	UB refund for account: 10-15550-05	16.66 ✓	None
82-000-210001	WATER CHARGE FEE	JAMES HOWARD	UB refund for account: 11-10860-06	27.24 ✓	None
82-000-210001	WATER CHARGE FEE	JASON R & JESSICA EDGAR	UB refund for account: 11-03460-02	13.26 ✓	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

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 BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 82 WATER SUPPLY FUND					
Department: 000					
82-000-210001	WATER	DARLENE PALATINE C/O AJAX	UB refund for account: 11-15450-01	11.09 ✓	None
82-000-210001	WATER	WEIDENMILLER CO	UB refund for account: 14-00250-03	314.52 ✓	None
Total Department 000				660.20	
Department: 201 ADMINISTRATION					
82-201-527001	COPIERS/PRINTERS LEASE	GFC LEASING	COPIERS/PRINTERS LEASE	226.60 ✓	None
82-201-527001	COPIER	GORDON FLESCH CO. INC	COPIER	7.22 ✓	None
82-201-529901	INTERNET SERVICE	COMCAST	INTERNET SERVICE	81.74 ✓	None
Total Department 201 ADMINISTRATION				315.56	
Total Fund 82 WATER SUPPLY FUND				975.76	
Fund: 83 WASTEWATER FUND					
Department: 000					
83-000-210001	WWC FEE	STEVEN DVORSKY	UB refund for account: 10-15040-00	6.63 ✓	None
83-000-210001	SEWER	PAULA PASQUALE	UB refund for account: 12-11680-00	8.29 ✓	None
83-000-210001	SEWER	MICRO SHIP INC	UB refund for account: 10-17650-03	55.88 ✓	None
83-000-210001	WWC FEE	STEVEN HANSON	UB refund for account: 13-04090-02	6.38 ✓	None
83-000-210001	SEWER	MATTHEW SCHULZ	UB refund for account: 11-08860-04	13.93 ✓	None
83-000-210001	SEWER	MAREK NAUMOVSKY	UB refund for account: 11-03930-01	7.02 ✓	None
83-000-210001	SEWER	ISRAEL RIVERA	UB refund for account: 11-11220-00	21.65 ✓	None
83-000-210001	SEWER	RITA LALENA	UB refund for account: 10-15550-05	17.40 ✓	None
83-000-210001	SEWER	JAMES HOWARD	UB refund for account: 11-10860-06	17.13 ✓	None
83-000-210001	SEWER	JASON R & JESSICA EDGAR	UB refund for account: 11-03460-02	6.00 ✓	None
83-000-210001	SEWER	DARLENE PALATINE C/O AJAX	UB refund for account: 11-15450-01	12.13 ✓	None
Total Department 000				172.44	
Department: 201 ADMINISTRATION					
83-201-527001	COPIERS/PRINTERS LEASE	GFC LEASING	COPIERS/PRINTERS LEASE	226.60 ✓	None
83-201-529901	INTERNET SERVICE	COMCAST	INTERNET SERVICE	81.73 ✓	None
Total Department 201 ADMINISTRATION				308.33	
Department: 202 EQUIP & SUPPLIES					
83-202-530202	CHLORINE FOR WWFTF	ALEXANDER CHEMICAL CORP	CHLORINE FOR WWFTF	2,529.00 ✓	None
83-202-540102	630 S MONTEREY HOME FLOOD	LEON, BYRON & JOSSELYN	630 S MONTEREY HOME FLOOD PREVENTION	3,500.00 ✓	None
Total Department 202 EQUIP & SUPPLIES				6,029.00	
Total Fund 83 WASTEWATER FUND				6,509.77	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 06/02/2025 - 06/02/2025
 POSTED AND UNPOSTED OPEN AND PAID
 BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
--- TOTALS BY GL DISTRIBUTION ---					
		10-000-210001	ACCOUNTS PAYABLE	353.41	
		10-000-440002	PERS PROP REPLACEMENT TAXES	4,756.58	
		10-110-520700	APPRECIATION DINNER & AWARDS	225.00	
		10-110-566700	COMMUNITY F.U.N. COMMISSION	49.57	
		10-120-529900	OTHER CONTRACTUAL SERVICES	3,105.94	
		10-140-522400	PERMIT FEE REIMBURSEMENT	200.00	
		10-150-527000	MAINT OF OFFICE EQUIPMENT	2,991.08	
		10-160-529900	OTHER CONTRACTUAL SERVICES	438.48	
		10-201-526301	POST RETIREMENT BENEFITS	375.00	
		10-209-529909	OTHER CONTRACTUAL SERVICES	2,901.72	
		10-209-533309	RANGE SUPPLIES	3,520.00	
		10-211-526301	POST RETIREMENT BENEFITS	500.00	
		10-251-527001	MAINT OF OFFICE EQUIPMENT	233.82	
		19-520-521201	LEGAL SERVICES - POLICE DUI	2,758.28	
		35-201-520201	TRAINING & CONFERENCES	134.71	
		35-201-527001	MAINT OF OFFICE EQUIPMENT	679.78	
		35-201-531701	OFFICE SUPPLIES	542.96	
		35-235-529935	OTHER CONTRACTUAL SERVICES	225.00	
		35-235-531135	PROGRAM SUPPLIES	241.50	
		35-236-529936	OTHER CONTRACTUAL SERVICES	1,327.00	
		35-236-531136	PROGRAM SUPPLIES	8,520.48	
		35-236-531136-035001	PROGRAM SUPPLIES	40.00	
		35-236-531136-035010	PROGRAM SUPPLIES	300.00	
		36-201-527001	MAINT OF OFFICE EQUIPMENT	181.28	
		36-202-529902	OTHER CONTRACTUAL SERVICES	3,539.00	
		41-202-529902	OTHER CONTRACTUAL SERVICES	500.00	
		41-301-531701	OFFICE SUPPLIES	153.59	
		41-302-530102	UNIFORMS	4,597.00	
		41-302-531102	PROGRAM SUPPLIES	31.48	
		41-302-540202	NON-CAPITAL OUTLAY	2,406.00	
		68-000-210001	ACCOUNTS PAYABLE	90.48	
		82-000-210001	ACCOUNTS PAYABLE	660.20	
		82-201-527001	MAINT OF OFFICE EQUIPMENT	233.82	
		82-201-529901	OTHER CONTRACTUAL SERVICES	81.74	
		83-000-210001	ACCOUNTS PAYABLE	172.44	
		83-201-527001	MAINT OF OFFICE EQUIPMENT	226.60	
		83-201-529901	OTHER CONTRACTUAL SERVICES	81.73	
		83-202-530202	CHEMICALS	2,529.00	
		83-202-540102	CAPITAL OUTLAY	3,500.00	
--- TOTALS BY FUND ---					
		10	CORPORATE FUND	19,650.60	
		19	DUI TECHNOLOGY FUND	2,758.28	
		35	RECREATION FUND	12,011.43	
		36	PARKS FUND	3,720.28	
		41	SWIMMING POOL & REC FUND	7,688.07	
		68	STORMWATER BUYOUT FUND	90.48	
		82	WATER SUPPLY FUND	975.76	
		83	WASTEWATER FUND	6,509.77	
		Total For All Funds:		53,404.67	

Charles H. Howard

5/30/25

Walter H. H.

5/30/25



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: June 23, 2025

SUBJECT: An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Article IV of Chapter 2 of the Villa Park Municipal Code Creating the Office of Deputy Village President.

RECOMMENDED ACTION:

This Ordinance amends Sections 2-422 and 2-427 of Chapter 2 of the Villa Park Municipal Code. This Ordinance amends the Villa Park Municipal Code, so it requires a second reading, though that requirement can be waived by motion. If a second reading is waived, the Village President's related appointment is also on the agenda for the Village Board's consent.

BACKGROUND:

This Ordinance would allow the Village President to appoint a trustee to serve in the role of Deputy Village President. The creation of this office would ensure stability if the Village President is ever unavailable for a meeting or other event, allowing someone else to handle his duties. Codifying this position avoids the need to elect a village president pro tem during a meeting where the village president is absent.

DISCUSSION:

Section 2 of the Ordinance clarifies that the Deputy Village President still only gets one vote as a trustee.

Section 3 of the Ordinance creates the office of Deputy Village President, but limits the instances where that person could exercise the powers of the presidency and clarifies that there would be no additional compensation.

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE
COUNTY, ILLINOIS, AMENDING ARTICLE IV OF CHAPTER 2
OF THE VILLA PARK MUNICIPAL CODE CREATING THE
OFFICE OF DEPUTY VILLAGE PRESIDENT**

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 of Illinois; and,

WHEREAS, the Village President and Board of Trustees have determined that it is desirable, necessary, and in the best interests of the Village to amend the Villa Park Municipal Code to create the office of Deputy Village President.

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: Section 2-422 ("Right to Vote") of Article IV ("Corporate Authorities") of Chapter 2 ("Administration") of the Villa Park Municipal Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

Sec. 2-422. - Right to vote.

- (a) The president shall not vote on any ordinance, resolution or motion except:
 - (1) Where the vote of the trustees has resulted in a tie; or
 - (2) Where one-half of the trustees then holding office have voted in favor of an ordinance, resolution or motion even though there is no tie vote; or
 - (3) Where a vote greater than a majority of the corporate authorities is required by the Illinois Municipal Code to adopt an ordinance, resolution or motion.

In each instance specified, the president shall vote.

Ordinance No. _____

- (b) Nothing in this section shall deprive an acting president, deputy village president, or president pro tem from voting in his or her capacity as trustee, but he or she shall not be entitled to another vote in his or her capacity as acting president, deputy village president, or president pro tem.

Section 3: Article IV (“Corporate Authorities”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby amended by adding the underlined language to read, as follows:

Sec. 2-427. – Deputy village president.

There is hereby created the office of deputy village president. The deputy village president shall be a trustee of the village and shall be appointed by the president with the advice and consent of the board of trustees.

The deputy village president shall exercise the powers and perform the duties of the village president during:

- (1) A vacancy in the office of village president until such time that an acting president is elected;
- (2) The temporary absence of the village president from the village or from a meeting of the board of trustees; or
- (3) The temporary incapacity of the village president.

Notwithstanding the above, the deputy village president shall only have the right to vote in his or her capacity as village trustee on any ordinance, resolution, motion, or other matter that comes before the village board. The deputy village president shall not receive any additional compensation for performing duties under this section.

Section 4: That if any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5: That all ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Ordinance No. _____

ADOPTED THIS _____ DAY OF _____, 2025, pursuant to a roll call vote
as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this _____ day of _____, 2025

Kevin Patrick, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this _____ day of _____, 2025

Rolf Laukant, Clerk of the Village
of Villa Park, DuPage County, Illinois



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: June 23, 2025

SUBJECT: An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Chapter 23 of the Villa Park Municipal Code to Implement a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax.

RECOMMENDED ACTION:

This Ordinance amends Chapter 23 to create Secs. 23-1301, 23-1302, and 23-1303(Municipal Grocery Tax). This Ordinance amends the Villa Park Municipal Code, so it requires a second reading, though that requirement can be waived by motion. Staff recommends approval.

BACKGROUND:

The General Assembly has repealed the statewide grocery tax effective January 1, 2026. The proceeds of that tax go to local governments. To make up for this lost revenue, the General Assembly also voted to allow all municipalities, home rule or non-home rule, the ability to impose a 1% tax on anyone engaged in the business of selling groceries at retail. The imposition of this tax will not increase the tax burden on consumers in Villa Park beyond what they have already been paying.

DISCUSSION:

Section 23-1301 of the Villa Park Municipal Code, following passage of this Ordinance, will impose a 1.0% tax on all persons engaged in the business of selling groceries at retail in the village. Section 23-1302 also imposes an additional 1.0% tax on services that incidentally transfer groceries (e.g., Door Dash), as required by the statute. Section 23-1303 clarifies that the Illinois Department of Revenue will handle administration and enforcement of the municipal grocery tax.

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, AMENDING CHAPTER 23 OF THE VILLA PARK MUNICIPAL
CODE TO IMPLEMENT A MUNICIPAL GROCERY RETAILERS'
OCCUPATION TAX AND A MUNICIPAL GROCERY
SERVICE OCCUPATION TAX**

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 of Illinois; and,

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and,

WHEREAS, effective January 1, 2026, pursuant to Public Act 103-0781, the State of Illinois will no longer collect a statewide 1% grocery tax, the proceeds of which previously were distributed to local governments; and,

WHEREAS, to address the lost tax revenue, the General Assembly amended Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) to provide that, beginning on January 1, 2026, all Illinois municipalities may impose a tax “upon all persons engaged in the business of selling groceries at retail in the municipality” (the “Municipal Grocery Retailers’ Occupation Tax”); and,

WHEREAS, the Municipal Grocery Retailers’ Occupation Tax may be imposed “at the rate of 1% of the gross receipts from these sales” as set forth in Section 8-11-24 of the Illinois Municipal Code, 65 ILCS 5/8-11-24; and,

Ordinance No. _____

WHEREAS, any Municipal Grocery Retailers' Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and,

WHEREAS, Section 8-11-24 of the Illinois Municipal Code also requires any municipality imposing a Municipal Grocery Retailers' Occupation Tax to also impose a Service Occupation Tax at the same rate, "upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries" as "an incident to a sale of service" (the "Municipal Grocery Service Occupation Tax"); and,

WHEREAS, any Municipal Grocery Service Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and,

WHEREAS, the Village President and Board of Trustees of the Village of Villa Park (the "Corporate Authorities") believe that it is appropriate, necessary and in the best interests of the Village and its residents, that the Village levy a Municipal Grocery Retailers' Occupation Tax and Municipal Grocery Service Occupation Tax.

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: Article XIII ("Municipal Grocery Tax") of Chapter 23 ("Taxation") of the Villa Park Municipal Code is hereby created to read, as follows:

ARTICLE XIII. – MUNICIPAL GROCERY TAX

Sec. 23-1301. - Grocery retailers' occupation tax imposed.

A tax is hereby imposed upon all persons engaged in the business of selling groceries at retail in the village at the rate of one percent (1.0%) of the gross receipts from such sales made in the course of such business while this Ordinance is in effect.

Ordinance No. _____

The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), as amended.

Sec. 23-1302. - Grocery service occupation tax imposed.

A tax is hereby imposed upon all persons engaged in the Village in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service. The rate of this tax shall be the same rate identified in Section 23-1301.

The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), as amended.

Sec. 23-1303. - Collection and enforcement.

The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Illinois Department of Revenue shall have full power to administer and enforce the provisions of this article.

Section 3: As required under Section 8-11-24 of the Illinois Municipal Code, 65 ILCS 5/8-11-24, the Village Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before October 1, 2025.

Section 4: The taxes imposed by this Ordinance shall take effect on January 1, 2026, which is the first day of January next following the adoption and filing of this Ordinance with the Illinois Department of Revenue as provided by law.

Section 5: If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 6: All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Ordinance No. _____

ADOPTED THIS _____ DAY OF _____, 2025, pursuant to a roll call vote
as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this _____ day of _____, 2025

Kevin Patrick, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this _____ day of _____, 2025

Rolf Laukant, Clerk of the Village
of Villa Park, DuPage County, Illinois



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: June 23, 2025

SUBJECT: An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Articles XVI and XVII of Chapter 2 of the Villa Park Municipal Code Dissolving the Planning and Zoning Commission and Creating the Plan Commission and the Zoning Board of Appeals, and Amending Chapter 18 Regarding Planning and Development

SUMMARY:

This Ordinance amends Chapter 3 Secs. 2-16__ (Planning and Zoning Commission) and 2-17____ (Reserved), as well as amending Chapter 18, Secs. 18-102, 18-201, 18-202, and 18-203 (Planning and Development). This Ordinance amends the Villa Park Municipal Code, so it requires a second reading, though that requirement can be waived by motion. If a second reading is waived, the Village President's related appointments are also on the agenda for the Village Board's consent.

BACKGROUND:

This Ordinance would dissolve the Planning and Zoning Commission and create in its place two committees: the Plan Commission and the Zoning Board of Appeals. The Illinois Municipal Code provides that these two entities are separate (see 65 ILCS 5/11-12-4, 5/11-13-3), but many municipalities have combined them into one committee over the years, as Villa Park did. Over time, the "zoning" aspects of the combined committee tend to dominate, and the committee's "planning" role receives less consideration. The goal of returning to separate committees is to allow a more dedicated focus on Villa Park's long-term land use planning. The Plan Commission will ensure that growth and development align with the Village's strategic goals, emphasizing public safety, sustainability, and community well-being.

DISCUSSION:

To create the new committees, the existing Planning and Zoning Commission (PZC) first must be dissolved. Section 2 of the Ordinance deletes Chapter 2, Article XVI in its entirety, thus dissolving the commission and relieving the commissioners of their duties.

Section 3 of the Ordinance creates the new Plan Commission, with 5 members (as required by statute) and the chair appointed by the Village President (with the Village Board's advice and

consent). The structure of the Plan Commission is otherwise similar to the PZC, with different powers and duties. In addition to developing the comprehensive plan, the Plan Commission will also recommend amendments and policies to further the goals of that plan and evaluate development proposals from a planning perspective. The Plan Commission will not hold any hearings on development proposals, but commissioners will review applications and provide their own recommendation to the Village Board. The duties of the Traffic & Safety Commission (which is being dissolved in a separate ordinance) have also been incorporated into the duties of the Plan Commission, so that a primary focus of their deliberations will be on traffic, bike, and pedestrian safety concerns and improving accessibility in the future. The Plan Commission is solely a recommending body.

Section 4 of the Ordinance creates the Zoning Board of Appeals (ZBA), with 7 members (like the PZC had) and the chair appointed by the Village President (with the Village Board's advice and consent). The structure and duties of the Zoning Board of Appeals is otherwise similar to the PZC, except that comprehensive plan responsibilities have been removed. ZBA members should still consider the comprehensive plan as one of several standards used to recommend actions on zoning applications. The ZBA is solely a recommending body, other than on administrative appeals.

Articles 5 and 6 of the Ordinance make necessary language changes to Chapter 18 regarding Planning and Development. References to the PZC have been deleted and changed to either the Plan Commission or the ZBA.

Article 7 of the Ordinance establishes that any reference to the PZC in Appendix B (Official Plan and Subdivision Regulations) shall mean the Plan Commission, and any reference to the PZC in Appendix C (Zoning Ordinance) shall mean the Zoning Board of Appeals. An amendment to those appendices will soon follow, but they need to proceed through the new commissions first.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AMENDING ARTICLES XVI AND XVII OF CHAPTER 2 OF THE VILLA PARK MUNICIPAL CODE DISSOLVING THE PLANNING AND ZONING COMMISSION AND CREATING THE PLAN COMMISSION AND THE ZONING BOARD OF APPEALS, AND AMENDING CHAPTER 18 REGARDING PLANNING AND DEVELOPMENT

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 of Illinois; and,

WHEREAS, the Illinois Municipal Code provides that municipalities may create both a plan commission (65 ICLS 5/11-12-4, *et seq.*) and a zoning board of appeals (65 ILCS 5/11-13-3, *et seq.*) to recommend certain actions related to municipal planning and municipal zoning regulations, respectively; and,

WHEREAS, the Village President and Board of Trustees of the Village (the "Corporate Authorities") may from time to time amend the text of the Villa Park Municipal Code when it is determined to be in the best interests of the residents of the Village; and,

WHEREAS, the Corporate Authorities have determined that it is desirable, necessary, and in the best interests of the Village to amend the Villa Park Municipal Code to dissolve the Planning and Zoning Commission and create a separate Plan Commission and a separate Zoning Board of Appeals to assume its responsibilities.

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.

Ordinance No. _____

Section 2: Article XVI (“Planning and Zoning Commission”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby deleted in their entirety, and thus the Planning and Zoning Commission of the Village of Villa Park is hereby dissolved. All members of the Planning and Zoning Commission are hereby relieved of their duties pursuant to this ordinance.

Section 3: Article XVI (“Plan Commission”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby created to read as follows:

ARTICLE XVI. – PLAN COMMISSION

Sec. 2-1601. – Created.

There is hereby established a Plan Commission for the village, separate from the Zoning Board of Appeals. The Plan Commission shall focus on long-term land use planning, including the development of the village’s comprehensive plan and recommendations for future changes to the village’s comprehensive plan. The Plan Commission shall also advise the Village board on issues related to traffic safety, bicycling, and pedestrian mobility.

Sec. 2-1602. - Membership.

- (a) The Plan Commission created herein shall consist of five (5) members, appointed by the village president with the advice and consent of the board of trustees, to serve without compensation. To be eligible to serve on the commission, members must be current residents of the village.
- (b) Members shall be appointed for a term of three (3) years, except that the members first appointed to the Plan Commission shall serve as follows: one (1) for one (1) year, two (2) for two (2) years and two (2) for three (3) years, as designated by the village president. Members shall hold office for their designated terms and until their successors have been appointed.
- (c) All appointments shall expire the thirtieth (30th) of April of the appropriate year. Any member of the Plan Commission may resign at any time during the term for which he/she was appointed, which resignation shall be addressed to the village president. Vacancies on the commission shall be filled for the unexpired term of the member whose position becomes vacant in the manner provided herein.
- (d) If any member of the Plan Commission shall cease to maintain the status qualifying him for appointment to the commission, or shall fail to attend three (3) consecutive meetings of the commission without being excused by a vote of a majority of the members of the commission,

Ordinance No. _____

such absence shall be considered as cause for termination of commission membership. Report of such change of status or failure of attendance may be reported to the corporate authorities and, if such report is accepted by the corporate authorities, the membership in question shall be declared vacant and it shall be the duty of the president to appoint a qualified successor to such membership in the manner provided herein. Any member of the commission may be removed for cause by the president with the advice and consent of the board of trustees.

Sec. 2-1603. - Officers.

The Village President shall appoint the Chair of the Plan Commission from among those members appointed, with the advice and consent of the village board. The Chair's term shall be three (3) years. A Vice-Chair and a Secretary shall be elected by the members of the commission for a term of three (3) years. No member may serve more than two consecutive terms in any office unless at least one (1) year has passed since their last term in that office.

Sec. 2-1604. - Powers and duties.

The Plan Commission hereby created shall have the powers and duties designated by 65 ILCS 5/11-12-4 et seq. Specifically, the Plan Commission shall have the power:

(a) To prepare and recommend to the corporate authorities a comprehensive plan for the present and future development or redevelopment of the village. Such plan may be developed in whole or in separate geographical or functional parts, each of which, when adopted, shall be the official comprehensive plan, or part thereof, of the village. This plan may include reasonable requirements with reference to streets, alleys, public grounds and other improvements hereinafter specified. The plan, as recommended by the Plan Commission and as thereafter adopted by ordinance, may be made applicable, by the terms thereof, to land situated within the corporate limits and contiguous territory not more than one and one-half (1½) miles beyond the corporate limits and not included in any municipality. The commission may implement such plan by recommending such ordinances:

- (1) Establishing reasonable standards of design for subdivisions and for resubdivisions of unimproved land and of areas subject to redevelopment in respect to public improvements as herein defined;
- (2) Establishing reasonable requirements governing the location, width, course and surfacing of public streets and highways, alleys, ways for public service facilities, curbs, gutters, sidewalks, street lights, parks, playgrounds, school grounds, size of lots to be used for residential purposes, storm water drainage, water supply and distribution, sanitary sewers, and sewage collection and treatment.

The Plan Commission may also implement such plan by designating land suitable for annexation to the village and then recommending zoning classification for such land upon annexation.

(b) To recommend changes, from time to time, in the official comprehensive plan.

Ordinance No. _____

(c) To recommend zoning amendments and land use policies to the corporate authorities for the purpose of:

- (1) ensuring that new developments, redevelopment projects, and infrastructure improvements support safe traffic flow, pedestrian movement, and bike connectivity across the village;
- (2) improving traffic safety, including traffic calming, pedestrian pathways, bike lanes, and improved signage to ensure safe and efficient traffic flow in the village; and
- (3) instituting specific improvements in pursuance of the official comprehensive plan.

(d) To evaluate development proposals for the purpose of ensuring they fit the village's planning framework, contribute positively to the village's strategic goals, and address traffic, bike, and pedestrian safety concerns.

(e) To promote bike and pedestrian infrastructure in new and existing developments to encourage non-motorized transportation and improve accessibility for residents.

(f) To advise the Village board on matters related to public safety and traffic concerns that arise from both residential and commercial development projects.

(g) To give aid to the village officials charged with the direction of projects for improvement embraced within the official plan and, generally, to promote the realization of the official plan.

(h) To exercise such other powers germane to the powers granted by state law as may be conferred by the corporate authorities.

Sec. 2-1605. - Meetings.

Regular meetings of the Plan Commission shall be held at least monthly, with special meetings called when necessary. A quorum shall consist of at least three (3) members. The commission shall meet in accordance with the Illinois Open Meetings Act. Any person may appear and testify at a hearing, either in person or by duly authorized agent or attorney. All testimony shall be given under oath. The chairperson or vice-chairperson, or their designee, shall administer oaths and may compel the attendance of witnesses. The commission shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact. Any formerly absent member who certifies that he or she has read the minutes of the proceedings before the commission may vote upon any question presently before the commission.

Sec. 2-1606. – Reports, Recommendations, and Records.

The Plan Commission shall keep permanent minutes of its meetings, which shall include topics discussed and the motions and votes of each member. The commission shall keep records of its proceedings, which shall be available at the Village Hall for public inspection during ordinary

Ordinance No. _____

business hours. The commission shall prepare and submit approved minutes to the Village board, along with any special reports containing their recommendations. All recommendations of the Plan Commission shall be forwarded to the village board within forty-five (45) days of the action. All recommendations of the Plan Commission are advisory only and are not binding upon the corporate authorities. An annual report covering the commission's activities and progress shall be prepared and presented at the last stated Village board meeting in December.

Sec. 2-1607. – Task Force.

The Plan Commission may recommend the formation of a task force to assist with specific projects or initiatives related to land use, development planning, or traffic safety improvements. A task force shall be composed of volunteer residents or business residents with the expertise, skills, and resources needed for the task. Task forces will operate under the direction of the commission and will be appointed for a predetermined period, which may be extended by the Village board.

Section 4: Article XVII (“Zoning Board of Appeals”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby created to read as follows:

ARTICLE XVII. – ZONING BOARD OF APPEALS

Sec. 2-1701. - Created.

There is hereby established a Zoning Board of Appeals (ZBA) for the village, separate from the Plan Commission. The ZBA shall have the authority to hear and make determinations regarding appeals, variances, special use permits, planned unit developments, text amendments, and map amendments.

Sec. 2-1702. - Membership.

- (a) The Zoning Board of Appeals created herein shall consist of seven (7) members, appointed by the village president with the advice and consent of the board of trustees, to serve without compensation. To be eligible to serve on the ZBA, members must be current residents of the village, conduct business in the village, or be employed within the village
- (b) Members shall be appointed for a term of three (3) years, except that the members first appointed to the Zoning Board of Appeals shall serve as follows: two (2) for one (1) year, two (2) for two (2) years and three (3) for three (3) years, as designated by the village president. Members shall hold office for their designated terms and until their successors have been appointed.

Ordinance No. _____

(c) All appointments shall expire the thirtieth (30th) of April of the appropriate year. Any member of the Zoning Board of Appeals may resign at any time during the term for which he/she was appointed, which resignation shall be addressed to the village president. Vacancies on the ZBA shall be filled for the unexpired term of the member whose position becomes vacant in the manner provided herein.

(c) If any member of the Zoning Board of Appeals shall cease to maintain the status qualifying him for appointment to the ZBA, or shall fail to attend three (3) consecutive meetings of the ZBA without being excused by a vote of a majority of the members of the ZBA, such absence shall be considered as cause for termination of ZBA membership. Report of such change of status or failure of attendance may be reported to the corporate authorities and, if such report is accepted by the corporate authorities, the membership in question shall be declared vacant and it shall be the duty of the president to appoint a qualified successor to such membership in the manner provided herein. Any member of the ZBA may be removed for cause by the president with the advice and consent of the board of trustees.

Sec. 2-1703. - Officers.

The Village President shall appoint the Chair of the Zoning Board of Appeals from among those members appointed, with the advice and consent of the village board. The Chair's term shall be three (3) years. A Vice-Chair and a Secretary shall be elected by the members of the ZBA for a term of three (3) years. No member may serve more than two consecutive terms in any office unless at least one (1) year has passed since their last term in that office.

Sec. 2-1704. - Powers and duties generally.

The Zoning Board of Appeals hereby created shall have the powers and duties designated by 65 ILCS 5/11-13-1 *et seq.* Specifically, the ZBA shall have the power:

(a) To conduct hearings and thereafter make recommendations to the corporate authorities as necessary based on specific requests from property owners or developers, including, but not limited to:

- (1) Applications for zoning text amendments and map amendments;
- (2) Applications for special use permits, including planned unit developments; and
- (3) Applications for variations from the Villa Park Zoning Code.

(b) To prepare and recommend to the corporate authorities, from time to time, specific changes to the Villa Park Zoning Code and other land use regulations based on emerging trends or recurring zoning concerns.

(c) To hear and decide appeals of any order, requirement, decision, or determination made by the director of community development or designee.

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(d) To exercise such other powers germane to the powers granted by state law as may be conferred by the corporate authorities.

(e) To conduct a development concept review upon the request of a petitioner. The purpose of the concept review is to allow the petitioner to broadly acquaint the ZBA with the petitioner's development proposal and to provide the petitioner with any preliminary views, concerns or recommendations that the members of the ZBA may have with respect to the proposed development.

(1) Not less than ten (10) days prior to the ZBA meeting, the director of community development or their designee shall mail a notice by first class mail to the owners of property within two hundred fifty (250) feet of the proposed project site, excluding public rights-of-way. This notice shall include the date, time and place of the ZBA meeting where the concept plan is to be reviewed and shall include a general description of the proposed development. The information shall also be mailed to the park and school districts in which the property is located and to other persons or entities that may have jurisdiction over the project.

(2) Upon completion of the ZBA's concept review process, the petitioner may request a similar review by the village board of trustees.

(3) Any views expressed during the course of the review of any development concept shall be deemed to be preliminary and advisory only, and only the individual view of the member expressing them. Nothing said or done during the course of such review shall be deemed to create or to prejudice any rights of the petitioner or to obligate the village, or any representative of it, to approve or deny any formal application following full consideration thereof as required by the Municipal Code of the village.

Sec. 2-1705. - Meetings.

Regular meetings of the Zoning Board of Appeals shall be held at least monthly, with special meetings called when necessary. A quorum shall consist of at least four (4) members. The ZBA shall meet in accordance with the Illinois Open Meetings Act. Any person may appear and testify at a hearing, either in person or by duly authorized agent or attorney. All testimony shall be given under oath. The chairperson or vice-chairperson, or their designee, shall administer oaths and may compel the attendance of witnesses. The ZBA shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact. Any formerly absent member who certifies that he or she has read the minutes of the proceedings before the ZBA may vote upon any question presently before the ZBA.

The concurring vote of four (4) members of the ZBA shall be necessary to reverse any order, requirement, decision, or determination of an administrative official, or to decide in favor of a petitioner any matter upon which it is required to pass under this article or the village basic

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zoning ordinance or to affect any variation or to recommend any variation or modification in the basic zoning ordinance of this article to the corporate authorities.

Sec. 2-1706. – Reports, Recommendations, and Records.

The Zoning Board of Appeals shall keep permanent minutes of its meetings, which shall include topics discussed and the motions and votes of each member. The ZBA shall keep records of its proceedings, which shall be available at the Village Hall for public inspection during ordinary business hours. The ZBA shall prepare and submit approved minutes to the Village board, along with any special reports containing their recommendations. All recommendations and findings of the ZBA shall be forwarded to the village board within forty-five (45) days of the action. Such recommendations are advisory only and are not binding upon the corporate authorities. An annual report covering the ZBA's activities and progress shall be prepared and presented at the last stated Village board meeting in December.

Sec. 2-1707. – Task Force.

The Zoning Board of Appeals may recommend the formation of a task force to assist with specific projects or initiatives related to land use, development planning, or traffic safety improvements. A task force shall be composed of volunteer residents or business residents with the expertise, skills, and resources needed for the task. Task forces will operate under the direction of the ZBA and will be appointed for a predetermined period, which may be extended by the Village board.

Section 5: Article I ("In General") of Chapter 18 ("Planning and Development") of the Villa Park Municipal Code is hereby amended by adding the underlined language and deleting the struck-through language to read as follows:

ARTICLE I. – IN GENERAL

* * *

Sec. 18-102. – Conditional zoning, subdivision approval, etc.

* * *

- (c) Nothing contained herein shall be construed as the delegation of the legislative duties of the corporate authorities, however the ~~zoning and planning commission~~ Zoning Board of Appeals, Plan Commission, and other appropriate boards and commissions of the village may provide in their recommendations to the corporate authorities appropriate conditions and stipulations.

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- (d) The stipulations and conditions which the ~~commission~~ Zoning Board of Appeals or Plan Commission may impose, pursuant to this section, shall include but not necessarily be limited to those subject matters set forth in Ordinance No. 1195, otherwise known as the Zoning Ordinance of the Village of Villa Park.

* * *

Section 6: Article II (“Planning and Zoning Guidelines”) of Chapter 18 (“Planning and Development”) of the Villa Park Municipal Code is hereby amended by adding the underlined language and deleting the struck-through language to read as follows:

ARTICLE II. – PLANNING AND ZONING GUIDELINES

Sec. 18-201. – General Provisions.

- (a) The ~~planning and zoning commission~~ Zoning Board of Appeals shall adopt rules and regulations not inconsistent with the provisions of this Code or state law, governing applications or requests for zoning amendments, ~~subdivisions~~, variations, conditional uses, special uses, ~~annexations~~, or any other amendments of the Villa Park Municipal Code, including Appendix C, as may be germane to the jurisdiction and functions of the ~~planning and zoning commission~~ Zoning Board of Appeals. The Plan Commission shall adopt rules and regulations not inconsistent with the provisions of this Code or state law, governing applications or requests for subdivisions. It shall be the sole and exclusive responsibility of each and every petitioner to comply with the rules and regulations of the ~~planning and zoning commission~~ Zoning Board of Appeals and Plan Commission, as applicable, as well as all provisions of zoning ordinances, subdivision ordinances and other ordinances of the village and nothing herein contained shall be construed as relieving a petitioner of such responsibility.
- (b) All proceedings before the ~~planning and zoning commission~~ Zoning Board of Appeals and Plan Commission shall take place before a recording secretary who shall prepare minutes of all such proceedings ~~before the commission~~. The recording secretary shall not be a member of the ~~planning and zoning commission~~ Zoning Board of Appeals or Plan Commission and shall have no vote ~~at the commission~~.
- (c) Exhibits offered and received as part of the official record of proceedings shall become a part of the application and remain therewith. Custody of the official exhibits shall be with the director of community development or their designee.

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- (d) At the conclusion of any public hearing, the ~~planning and zoning commission~~ Zoning Board of Appeals or Plan Commission will deliberate and reach a decision as to a disposition to be reported to the corporate authorities. A motion recommending approval, denial, or approval with special consideration, restriction, or modification will be entertained.
- (e) In cases where the ~~planning and zoning commission~~ Zoning Board of Appeals or Plan Commission finds that the anticipated increased activity in the village due to the proposed development or subdivision requires the provisions of additional public service, facilities or the like, the ~~planning and zoning commission~~ Zoning Board of Appeals or Plan Commission may require a dedication or reservation of land, monetary payments or the construction of improvements as a legal condition of approval for subdivision or development. Such developer contributions shall not be required unless the anticipated increased activity necessitating the contribution is specifically and uniquely attributable to activities of the developer which generate cost which would otherwise be cast upon the public.

Sec. 18-202. – Enforcement.

The provisions of this ~~a~~Article II, and any rules and regulations duly adopted by the ~~planning and zoning commission~~ Zoning Board of Appeals or Plan Commission, shall be enforced by the ~~planning and zoning commission of the village~~ Zoning Board of Appeals or Plan Commission, respectively, and by the community development department, its director, and their designee, where applicable. All inspections of public improvements or structures required by Ordinance No. 2551, as initially adopted or subsequently amended, shall be done by the director of public works or their designee, or as set forth in Ordinance No. 2551 or any amendments thereto.

Sec. 18-203. – Fees, costs, deposit accounts.

* * *

(c) *Application fees:*

Variation only:	Residential	
	First variation	\$150.00
	Each additional	\$100.00
	Multifamily	
	First variation	\$300.00
	Each additional	\$200.00
	Commercial	

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	First variation	\$300.00
	Each additional	\$200.00
	Industrial	
	First variation	\$300.00
	Each additional	\$200.00
Rezoning to:	Residential	\$200.00
	Multifamily	\$300.00
	Commercial	\$300.00
	Industrial	\$300.00
Rezoning with variation:	Additional fee of	\$100.00 per variation requested
Subdivision	Residential	\$100.00 per subdivided lot
	Multifamily	\$150.00 per subdivided lot
	Commercial	\$150.00 per subdivided lot
	Industrial	\$150.00 per subdivided lot
Subdivision with variation:	Additional fee of	\$100.00 per variation requested
Amendment; special use; conditional use; appeal; or other request requiring planning and zoning commission <u>Zoning Board of Appeals or Plan Commission</u> public hearing:		
	Residential	\$150.00
	Multifamily	\$300.00
	Commercial	\$300.00
	Industrial	\$300.00

(d) *Deposit account.* Any and all expenses incurred by the village on behalf of any petitioner, including, but not limited to, photo copying, recording secretary fees, transcript fees, publication fees, recording fees, consultant fees notification fees or any other out-of-pocket expenses incurred on behalf of petitioner shall be the sole and exclusive responsibility of the petitioner. The amounts set forth hereinafter shall be deposited with the village to cover direct expenses incurred relating to presentation of applications to the ~~planning and zoning commission~~ Zoning Board of Appeals or Plan Commission. The deposited funds shall be held in a separate account by the village to be used either as security for the payment of such expenses or for the actual payment of such expenses as may be provided hereinafter:

* * *

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Section 7: Any reference to the “Planning and Zoning Commission” in the Official Plan and Subdivision Regulations of the Village of the Villa Park, codified as Appendix B to the Villa Park Municipal Code, shall henceforth refer to the Plan Commission. The powers and duties of the Plan Commission shall be otherwise limited to those specifically designated to the Plan Commission within Chapter 2, Article XVI of the Villa Park Municipal Code. Any other reference to the “Planning and Zoning Commission” within the Villa Park Municipal Code, including the Zoning Ordinance of the Village of Villa Park, codified as Appendix C to the Municipal Code, shall henceforth refer to the Zoning Board of Appeals.

Section 8: That if any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 9: That all ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 10: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

(Intentionally Left Blank)

Ordinance No. _____

ADOPTED THIS _____ DAY OF _____, 2025, pursuant to a roll call vote
as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this _____ day of _____, 2025

Kevin Patrick, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this _____ day of _____, 2025

Rolf Laukant, Clerk of the Village
of Villa Park, DuPage County, Illinois



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: June 23, 2025

SUBJECT: An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Articles XIII and XXV of Chapter 2 of the Villa Park Municipal Code Dissolving the Parks and Recreation Advisory Commission and the Environmental Concerns Commission and Creating the Garden Village Commission and the Community Recreation Commission

SUMMARY:

This Ordinance amends Chapter 3 Secs. 2-13__ (Parks and Recreation Advisory Commission) and 2-25__ (Environmental Concerns Commission). This Ordinance amends the Villa Park Municipal Code, so it requires a second reading, though that requirement can be waived by motion. If a second reading is waived, the Village President's related appointments are also on the agenda for the Village Board's consent.

BACKGROUND:

This Ordinance would dissolve the Parks and Recreation Advisory Commission and create in its place two committees: the Garden Village Commission and the Community Recreation Commission. The existing and proposed commissions are all creations of the Village; there is no requirement to have these commissions or to structure them in a specific way. The goal of this Ordinance is to create two separate commissions to bring a dedicated focus to each area. The Parks and Recreation Advisory Commission currently provides recommendations on the management of all the parks in the Village, all the Village's recreational facilities, and all the recreational programming of the Village. Most of its stated purpose, though, concerns recreation, not parks (see Sec. 2-1302). Additionally, due to the shared goals of environmental protection and vibrant parks, the Garden Village Commission will also take on the responsibilities of the Environmental Concerns Commission, ensuring that conservation, environmental stewardship, and beautification is on display in the Village's parks.

DISCUSSION:

To create the new committees, the existing Parks and Recreation Advisory Commission (PRAC) first

must be dissolved. Section 2 of the Ordinance deletes Chapter 2, Article XIII in its entirety, thus dissolving the commission and relieving the commissioners of their duties.

Section 3 of the Ordinance creates the new Garden Village Commission (GVC), with 5 members and the chair appointed by the Village President (with the Village Board's advice and consent). The structure of the Plan Commission is otherwise similar to the PRAC, with a focus on parks different powers and duties. Most of those responsibilities relate to environmental concerns. The GVC is solely a recommending body.

Section 4 of the Ordinance deletes Chapter 2, Article XXV in its entirety, thus dissolving the Environmental Concerns Commission, since those responsibilities are mostly in line with the responsibilities of the Garden Village Commission. This paragraph relieves the commissioners of their duties.

Section 5 of the Ordinance creates the Community Recreation Commission (CRC), with 5 members and the chair appointed by the Village President (with the Village Board's advice and consent). The structure of the Zoning Board of Appeals is otherwise similar to the PRAC, with a focus on recreation and different powers and duties. The CRC is solely a recommending body.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AMENDING ARTICLES XIII AND XXV OF CHAPTER 2 OF THE VILLA PARK MUNICIPAL CODE DISSOLVING THE PARKS AND RECREATION ADVISORY COMMISSION AND THE ENVIRONMENTAL CONCERNS COMMISSION AND CREATING THE GARDEN VILLAGE COMMISSION AND THE COMMUNITY RECREATION COMMISSION

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 of Illinois; and,

WHEREAS, the Village President and Board of Trustees of the Village (the "Corporate Authorities") may from time to time amend the text of the Villa Park Municipal Code when it is determined to be in the best interests of the residents of the Village; and,

WHEREAS, the Corporate Authorities previously created the Parks and Recreation Advisory Commission to advise the Corporate Authorities on matters related to both park facilities and recreation programs; and,

WHEREAS, the Corporate Authorities es have determined that it is desirable, necessary, and in the best interests of the Village to amend the Villa Park Municipal Code to dissolve the Parks and Recreation Advisory Commission and create a separate Garden Village Commission and a separate Community Recreation Commission to assume its responsibilities.

WHEREAS, the Corporate Authorities previously created the Environmental Concerns Commission to advise the Corporate Authorities on matters related to preservation, protection, and improvement of the environment; and

WHEREAS, the Corporate Authorities have also determined that it is desirable, necessary, and in the best interests of the Village to amend the Villa Park Municipal Code to dissolve the

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Environmental Concerns Commission and assign its responsibilities to the Garden Village Commission.

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: Article XIII (“Parks and Recreation Advisory Commission”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby deleted in their entirety, and thus the Parks and Recreation Advisory Commission of the Village of Villa Park is hereby dissolved. All members of the Parks and Recreation Advisory Commission are hereby relieved of their duties pursuant to this ordinance.

Section 3: Article XIII (“Garden Village Commission”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby created to read as follows:

ARTICLE XIII. – GARDEN VILLAGE COMMISSION

Sec. 2-1301. – Created.

There is hereby created a Garden Village Commission for the village, which shall focus on the development, maintenance, and enhancement of parks, green spaces, and environmentally sustainable initiatives within the village.

Sec. 2-1302. – Intent and purpose.

The Garden Village Commission is tasked with overseeing the development, enhancement, and sustainability of Villa Park’s public parks, green spaces, and other environmentally-focused community initiatives. The commission shall promote eco-friendly practices and ensure that the community’s green spaces contribute to Villa Park’s identity as a “Garden Village”. The commission will also advise the village board on policies and programs that support sustainable growth and green infrastructure throughout the village. The commission shall also advise the village board on matters relating to parks, playgrounds, green spaces, and shall advise on any other issues referred to the commission by the board of trustees.

Sec. 2-1303. - Membership.

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- (a) The Garden Village Commission created herein shall consist of five (5) members, appointed by the village president with the advice and consent of the board of trustees, to serve without compensation. To be eligible to serve on the commission, members must be current residents of the village, conduct business in the village, or be employed within the village.
- (b) Members shall be appointed for a term of three (3) years, except that the members first appointed to the Garden Village Commission shall serve as follows: one (1) for one (1) year, two (2) for two (2) years and two (2) for three (3) years, as designated by the village president. Members shall hold office for their designated terms and until their successors have been appointed.
- (c) All appointments shall expire the thirtieth (30th) of April of the appropriate year. Any member of the Garden Village Commission may resign at any time during the term for which he/she was appointed, which resignation shall be addressed to the village president. Vacancies on the commission shall be filled for the unexpired term of the member whose position becomes vacant in the manner provided herein.
- (d) If any member of the Garden Village Commission shall cease to maintain the status qualifying him for appointment to the commission, or shall fail to attend three (3) consecutive meetings of the commission without being excused by a vote of a majority of the members of the commission, such absence shall be considered as cause for termination of commission membership. Report of such change of status or failure of attendance may be reported to the corporate authorities and, if such report is accepted by the corporate authorities, the membership in question shall be declared vacant and it shall be the duty of the president to appoint a qualified successor to such membership in the manner provided herein. Any member of the commission may be removed for cause by the president with the advice and consent of the board of trustees.

Sec. 2-1304. - Officers.

The Village President shall appoint the Chair of the Garden Village Commission from among those members appointed, with the advice and consent of the village board. The Chair's term shall be three (3) years. A Vice-Chair and a Secretary shall be elected by the members of the commission for a term of three (3) years. No member may serve more than two consecutive terms in any office unless at least one (1) year has passed since their last term in that office.

Sec. 2-1305. - Responsibilities.

The Garden Village Commission hereby created shall have the following roles and responsibilities:

- (a) To oversee the development, maintenance, and sustainability of existing parks, playgrounds, green spaces, and public areas to ensure they are accessible, safe, and enjoyable for the community.

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- (b) To identify and develop new parks and green spaces on underutilized village-owned properties to increase public green space for residents and visitors, supporting the overall growth of Villa Park.
- (c) To incorporate eco-friendly practices in park and green space design, such as using native plant species, energy-efficient lighting, rainwater harvesting, and sustainable materials.
- (d) To educate the community on eco-friendly practices and the importance of green spaces through public outreach programs, including workshops, informational materials, and events promoting sustainability.
- (e) To organize and manage the Spring Sweep event to clean up local parks, trails, and green spaces, encouraging community participation and pride in the village's green spaces.
- (f) To coordinate and promote electronic recycling events to help residents responsibly dispose of old electronics, reducing e-waste and contributing to the village's sustainability efforts.
- (g) To administer the Green Champion Award to recognize and celebrate individuals, businesses, and community organizations that have made significant contributions to environmental sustainability, conservation, or the beautification of green spaces.
- (h) To provide recommendations to the village board on policies related to environmental sustainability, including energy conservation, waste reduction, and green building standards, and advocate for the preservation of natural resources within the village.
- (i) To work with local businesses, schools, and community organizations to foster public-private partnerships that support green space development, environmental stewardship, and sustainability initiatives.
- (j) To establish and oversee task forces for specific initiatives, such as tree planting, wildlife habitat restoration, and community-based environmental programs, to further the commission's sustainability goals.

Sec. 2-1306. - Meetings.

Regular meetings of the Garden Village Commission shall be held at least monthly, with special meetings called when necessary. A quorum shall consist of at least three (3) members. The commission shall meet in accordance with the Illinois Open Meetings Act. The commission shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact. Any formerly absent member who certifies that he or she has read the minutes of the proceedings before the commission may vote upon any question presently before the commission.

Sec. 2-1307. – Reports, Recommendations, and Records.

The Garden Village Commission shall keep permanent minutes of its meetings, which shall include topics discussed and the motions and votes of each member. The commission shall keep

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records of its proceedings, which shall be available at the Village Hall for public inspection during ordinary business hours. The commission shall prepare and submit approved minutes to the village board, along with any special reports containing their recommendations. All recommendations of the commission shall be forwarded to the village board within forty-five (45) days of the action. All recommendations of the commission are advisory only and are not binding upon the corporate authorities. An annual report covering the commission's activities and progress shall be prepared and presented at the last stated Village Board meeting in December.

Sec. 2-1308. – Expenditures.

The Garden Village Commission may recommend expenditures to the village board for programs, events, and initiatives related to park development, environmental sustainability, and other green space projects. All expenditures must be approved by the village board before implementation.

Sec. 2-1309. – Task Force.

The Garden Village Commission may recommend the formation of a task force to assist with specific green space or sustainability projects, such as tree planting, wildlife habitat restoration, and community-based environmental programs. A task force shall be composed of volunteer residents or business residents with the expertise, skills, and resources needed for the task. Task forces will operate under the direction of the commission and will be appointed for a predetermined period, which may be extended by the village board.

Section 4: Article XXV (“Environmental Concerns Commission”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby deleted in their entirety, and thus the Environmental Concerns Commission of the Village of Villa Park is hereby dissolved. All members of the Environmental Concerns Commission are hereby relieved of their duties pursuant to this ordinance.

Section 5: Article XXV (“Community Recreation Commission”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby created to read as follows:

ARTICLE XXV. – COMMUNITY RECREATION COMMISSION

Sec. 2-2501. – Created.

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There is hereby created a Community Recreation Commission for the village, which shall oversee and promote the development, organization, and execution of recreational programs and activities that enhance the quality of life for Villa Park residents.

Sec. 2-2502. – Intent and purpose.

The Community Recreation Commission shall focus on creating recreational activities that encourage active living, foster community engagement, and promote wellness for residents of all ages. The commission will also oversee the functionality and direction of Jefferson Pool and the Villa Park Recreation Center (VPRC), ensuring these facilities meet the needs of the community. The commission shall advise the Village Board on both the current and future needs of these facilities, including potential redevelopment or the creation of new facilities as community needs evolve. Additionally, the commission will recommend improvements and expansions to existing recreational programs, ensuring they align with community interests and promote health, wellness, and inclusivity.

Sec. 2-2503. - Membership.

- (a) The Community Recreation Commission created herein shall consist of five (5) members, appointed by the village president with the advice and consent of the board of trustees, to serve without compensation. To be eligible to serve on the commission, members must be current residents of the village, conduct business in the village, or be employed within the village.
- (b) Members shall be appointed for a term of three (3) years, except that the members first appointed to the Community Recreation Commission shall serve as follows: one (1) for one (1) year, two (2) for two (2) years and two (2) for three (3) years, as designated by the village president. Members shall hold office for their designated terms and until their successors have been appointed.
- (c) All appointments shall expire the thirtieth (30th) of April of the appropriate year. Any member of the Community Recreation Commission may resign at any time during the term for which he/she was appointed, which resignation shall be addressed to the village president. Vacancies on the commission shall be filled for the unexpired term of the member whose position becomes vacant in the manner provided herein.
- (d) If any member of the Community Recreation Commission shall cease to maintain the status qualifying him for appointment to the commission, or shall fail to attend three (3) consecutive meetings of the commission without being excused by a vote of a majority of the members of the commission, such absence shall be considered as cause for termination of commission membership. Report of such change of status or failure of attendance may be reported to the corporate authorities and, if such report is accepted by the corporate authorities, the membership in question shall be declared vacant and it shall be the duty of the president to appoint a qualified successor to such membership in the manner provided herein. Any member

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of the commission may be removed for cause by the president with the advice and consent of the board of trustees.

Sec. 2-2504. - Officers.

The Village President shall appoint the Chair of the Community Recreation Commission from among those members appointed, with the advice and consent of the village board. The Chair's term shall be three (3) years. A Vice-Chair and a Secretary shall be elected by the members of the commission for a term of three (3) years. No member may serve more than two consecutive terms in any office unless at least one (1) year has passed since their last term in that office.

Sec. 2-2505. - Responsibilities.

The Garden Village Commission hereby created shall have the following roles and responsibilities:

- (a) To create and manage recreational programs such as sports leagues, fitness classes, and community events to enhance residents' physical, mental, and social well-being.
- (b) To oversee the operation and management of Jefferson Pool and the VPRC, ensuring these facilities provide engaging and accessible opportunities for the community.
- (c) To regularly assess and recommend future improvements or changes to Jefferson Pool and the VPRC, including the creation of new facilities or major redevelopment projects to ensure they continue to meet the community's evolving needs.
- (d) To engage with residents to gather feedback on recreational needs, ensuring programs meet the diverse interests of the community.
- (e) To ensure that all recreational programs are accessible to residents of all ages, abilities, and backgrounds.
- (f) To provide recommendations to the Village Board for improvements to existing programs, facilities, and future recreational opportunities to help meet community needs and contribute to Villa Park's growth.

Sec. 2-2506. - Meetings.

Regular meetings of the Community Recreation Commission shall be held at least monthly, with special meetings called when necessary. A quorum shall consist of at least three (3) members. The commission shall meet in accordance with the Illinois Open Meetings Act. The commission shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact. Any formerly absent member who certifies that he or she has read the minutes of the proceedings before the commission may vote upon any question presently before the commission.

Sec. 2-2507. – Reports, Recommendations, and Records.

The Community Recreation Commission shall keep permanent minutes of its meetings, which shall include topics discussed and the motions and votes of each member. The commission shall

Ordinance No. _____

keep records of its proceedings, which shall be available at the Village Hall for public inspection during ordinary business hours. The commission shall prepare and submit approved minutes to the village board, along with any special reports containing their recommendations. All recommendations of the commission shall be forwarded to the village board within forty-five (45) days of the action. All recommendations of the commission are advisory only and are not binding upon the corporate authorities. An annual report covering the commission's activities and progress shall be prepared and presented at the last stated Village Board meeting in December.

Sec. 2-2508. – Expenditures.

The Community Recreation Commission may recommend expenditures to the village board for recreational program development, equipment, and related expenses, including improvements and maintenance of the Jefferson Pool and the VPRC. All expenditures must be approved by the village board before implementation.

Sec. 2-2509. – Task Force.

The Community Recreation Commission may recommend the formation of a task force to assist with specific projects or initiatives related to recreational programs, events, or facility management (e.g., for Jefferson Pool or the VPRC). A task force shall be composed of volunteer residents or business residents with the expertise, skills, and resources needed for the task. Task forces will operate under the direction of the commission and will be appointed for a predetermined period, which may be extended by the village board.

Section 6: That if any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 7: That all ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 8: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

(Intentionally Left Blank)

Ordinance No. _____

ADOPTED THIS _____ DAY OF _____, 2025, pursuant to a roll call vote
as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this _____ day of _____, 2025

Kevin Patrick, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this _____ day of _____, 2025

Rolf Laukant, Clerk of the Village
of Villa Park, DuPage County, Illinois



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: June 23, 2025

SUBJECT: An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Article XXVIII of Chapter 2 of the Villa Park Municipal Code Dissolving the Economic Development Commission and Creating the Villa Park Growth Commission

SUMMARY:

This Ordinance amends Chapter 3 Sec. 2-28__ (Economic Development Commission). This Ordinance amends the Villa Park Municipal Code, so it requires a second reading, though that requirement can be waived by motion. If a second reading is waived, the Village President's related appointments are also on the agenda for the Village Board's consent.

BACKGROUND:

This Ordinance would dissolve the Economic Development Commission and create a new Villa Park Growth Commission. The current Economic Development Commission has a very narrow focus: to prepare and recommend procedures for business district plans. That is all. Consequently, this commission has had very little impact on economic development in the Village. The goal of this Ordinance is to create a new commission with roles and responsibilities designed to actively attract new businesses and support existing businesses.

DISCUSSION:

To create the new committee, the existing Economic Development Commission first must be dissolved. Section 2 of the Ordinance deletes Chapter 2, Article XXVIII in its entirety, thus dissolving the commission and relieving the commissioners of their duties.

Section 3 of the Ordinance creates the new Villa Park Growth Commission (VPGC), with 7 members and the chair appointed by the Village President (with the Village Board's advice and consent). The structure of the VPGC is otherwise similar to the Economic Development Commission, but with new powers and duties, including promoting Villa Park, working with local business owners, developing initiatives, and identifying development opportunities. The VPGC is solely a recommending body.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AMENDING ARTICLES XXVIII OF CHAPTER 2 OF THE VILLA PARK MUNICIPAL CODE DISSOLVING THE ECONOMIC DEVELOPMENT COMMISSION AND CREATING THE VILLA PARK GROWTH COMMISSION

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 of Illinois; and,

WHEREAS, the Village President and Board of Trustees of the Village (the "Corporate Authorities") may from time to time amend the text of the Villa Park Municipal Code when it is determined to be in the best interests of the residents of the Village; and,

WHEREAS, the Corporate Authorities previously created the Economic Development Commission to advise the Corporate Authorities on matters related to business district plans; and,

WHEREAS, the Corporate Authorities have determined that it is desirable, necessary, and in the best interests of the Village to amend the Villa Park Municipal Code to dissolve the Economic Development Commission and create a new Villa Park Growth Commission to assume its responsibilities and add responsibilities related to attracting and retaining businesses.

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: Article XXVIII ("Economic Development Commission") of Chapter 2 ("Administration") of the Villa Park Municipal Code is hereby deleted in their entirety, and thus the Economic Development Commission of the Village of Villa Park is hereby dissolved. All

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members of the Economic Development Commission are hereby relieved of their duties pursuant to this ordinance.

Section 3: Article XXVIII (“Villa Park Growth Commission”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby created to read as follows:

ARTICLE XXVIII. – VILLA PARK GROWTH COMMISSION

Sec. 2-2801. – Created.

There is hereby created the Villa Park Growth Commission for the village, which shall focus on attracting economic development, fostering business growth, and promoting Villa Park as a vibrant, thriving community. The Villa Park Growth Commission shall act as an advisory commission directly to the Village Board, providing recommendations to the Board on strategies for attracting development and enhancing the Village's economic vibrancy.

Sec. 2-2802. – Intent and purpose.

The Villa Park Growth Commission is tasked with attracting economic development by identifying opportunities for investment, supporting existing businesses, and recruiting new businesses to the village. The commission shall promote Villa Park through marketing efforts, outreach, and partnerships aimed at increasing the village's visibility and appeal to potential developers, investors, and residents. The commission shall also advise the village board on creating policies that support sustainable economic growth, job creation, and increased revenue for the community. The commission will support long-term strategic goals for growth by aligning economic development efforts with community needs, infrastructure improvements, and environmental sustainability.

Sec. 2-2803. - Membership.

- (a) The Villa Park Growth Commission created herein shall consist of seven (7) members, appointed by the village president with the advice and consent of the board of trustees, to serve without compensation. To be eligible to serve on the commission, members must be current residents of the village, conduct business in the village, or be employed within the village.
- (b) Members shall be appointed for a term of three (3) years, except that the members first appointed to the Villa Park Growth Commission shall serve as follows: two (2) for one (1) year, two (2) for two (2) years and three (3) for three (3) years, as designated by the village president. Members shall hold office for their designated terms and until their successors have been appointed.
- (c) All appointments shall expire the thirtieth (30th) of April of the appropriate year. Any member of the Villa Park Growth Commission may resign at any time during the term for which

Ordinance No. _____

he/she was appointed, which resignation shall be addressed to the village president. Vacancies on the commission shall be filled for the unexpired term of the member whose position becomes vacant in the manner provided herein.

(d) If any member of the Villa Park Growth Commission shall cease to maintain the status qualifying him for appointment to the commission, or shall fail to attend three (3) consecutive meetings of the commission without being excused by a vote of a majority of the members of the commission, such absence shall be considered as cause for termination of commission membership. Report of such change of status or failure of attendance may be reported to the corporate authorities and, if such report is accepted by the corporate authorities, the membership in question shall be declared vacant and it shall be the duty of the president to appoint a qualified successor to such membership in the manner provided herein. Any member of the commission may be removed for cause by the president with the advice and consent of the board of trustees.

Sec. 2-2804. - Officers.

The Village President shall appoint the Chair of the Villa Park Growth Commission from among those members appointed, with the advice and consent of the village board. The Chair's term shall be three (3) years. A Vice-Chair and a Secretary shall be elected by the members of the commission for a term of three (3) years. No member may serve more than two consecutive terms in any office unless at least one (1) year has passed since their last term in that office.

Sec. 2-2805. – Powers and Duties.

The Villa Park Growth Commission hereby created shall have the following powers and duties:

- (a) To promote Villa Park as an attractive location for business development, including creating marketing campaigns and informational materials that highlight the community's strengths, resources, and potential.
- (b) To identify economic development opportunities, including vacant properties, commercial areas, and infrastructure improvements that can be leveraged to attract new businesses.
- (c) To work closely with local business owners, developers, and the village board to support existing businesses and assist with their expansion or relocation needs.
- (d) To develop initiatives to enhance public-private partnerships that foster economic growth and job creation.
- (e) To provide recommendations to the village board on policies related to economic development, business incentives, and strategies to support a thriving local economy.
- (f) To promote business retention and expansion through initiatives that help existing businesses thrive, including providing resources or assistance to overcome challenges.
- (g) To assist in the expansion of the village tax base and the creation of local employment opportunities through targeted economic strategies.

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Sec. 2-2806. - Meetings.

Regular meetings of the Villa Park Growth Commission shall be held at least monthly, with special meetings called when necessary. A quorum shall consist of at least four (4) members. The commission shall meet in accordance with the Illinois Open Meetings Act. The commission shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact. Any formerly absent member who certifies that he or she has read the minutes of the proceedings before the commission may vote upon any question presently before the commission.

Sec. 2-2807. – Reports, Recommendations, and Records.

The Villa Park Growth Commission shall keep permanent minutes of its meetings, which shall include topics discussed and the motions and votes of each member. The commission shall keep records of its proceedings, which shall be available at the Village Hall for public inspection during ordinary business hours. The commission shall prepare and submit approved minutes to the village board, along with any special reports containing their recommendations. All recommendations of the commission shall be forwarded to the village board within forty-five (45) days of the action. All recommendations of the commission are advisory only and are not binding upon the corporate authorities. An annual report covering the commission's activities and progress shall be prepared and presented at the last stated Village Board meeting in December.

Sec. 2-2808. – Task Force.

The Garden Village Commission may recommend the formation of a task force to assist with specific projects or initiatives related to attracting economic development, promoting the village, or supporting local businesses. A task force shall be composed of volunteer residents or business residents with the expertise, skills, and resources needed for the task. Task forces will operate under the direction of the commission and will be appointed for a predetermined period, which may be extended by the village board.

Section 4: That if any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5: That all ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Ordinance No. _____

ADOPTED THIS _____ DAY OF _____, 2025, pursuant to a roll call vote
as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this _____ day of _____, 2025

Kevin Patrick, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this _____ day of _____, 2025

Rolf Laukant, Clerk of the Village
of Villa Park, DuPage County, Illinois



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: June 23, 2025

SUBJECT: An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Articles XXII, XXX, and XXXII of Chapter 2 of the Villa Park Municipal Code Dissolving the Traffic and Safety Commission, the Video Production Commission, and the Special Events Review Committee

SUMMARY:

This Ordinance amends Chapter 3 Sec. 2-22__ (Traffic and Safety Commission), Sec. 2-30__ (Video Production Commission), and Sec. 2-32__ (Special Events Review Committee). This Ordinance amends the Villa Park Municipal Code, so it requires a second reading, though that requirement can be waived by motion. If a second reading is waived, the Village President's related appointments are also on the agenda for the Village Board's consent.

BACKGROUND:

This Ordinance would dissolve three commissions or committees that no longer serve a useful purpose. The Traffic and Safety Commission, while serving a valuable mission, is a minor topic to which an entire commission structure has been dedicated. Moving these responsibilities to the Plan Commission makes sense, since the primary concern of the Traffic and Safety Commission has been planning new traffic safety measures. The Video Production Commission has a role that is better handled by staff. The Special Events Review Committee has long ceased operation. The goal of this Ordinance is to streamline village commissions. Taken in their entirety, the amendments on this agenda would reduce 7 commissions to 5 commissions (with other commissions unchanged). By and large, the number of commissioners have also been reduced, with most of the new commissions having 5 members compared to 7 or 9 members on the dissolved commissions.

DISCUSSION:

Sections 2 and 3 of the Ordinance delete Chapter 2, Article XXII in its entirety, thus dissolving the Traffic and Safety Commission and relieving the commissioners of their duties, while reserving the code section for later changes.

Sections 4 and 5 of the Ordinance delete Chapter 2, Article XXX in its entirety, thus dissolving the Video Production Commission and relieving the commissioners of their duties, while reserving the code section for later changes.

Sections 6 and 7 of the Ordinance delete Chapter 2, Article XXXII in its entirety, thus dissolving the Special Events Review Committee and relieving the members of their duties, while reserving the code section for later changes.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AMENDING ARTICLES XXII, XXX, AND XXXII OF CHAPTER 2 OF THE VILLA PARK MUNICIPAL CODE DISSOLVING THE TRAFFIC AND SAFETY COMMISSION, THE VIDEO PRODUCTION COMMISSION, AND THE SPECIAL EVENTS REVIEW COMMITTEE

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 of Illinois; and,

WHEREAS, the Village President and Board of Trustees of the Village (the "Corporate Authorities") may from time to time amend the text of the Villa Park Municipal Code when it is determined to be in the best interests of the residents of the Village; and,

WHEREAS, the Corporate Authorities have determined that it is desirable, necessary, and in the best interests of the Village to amend the Villa Park Municipal Code to dissolve the Traffic and Safety Commission and assign its responsibilities to the Plan Commission; and,

WHEREAS, the Corporate Authorities have determined that it is desirable, necessary, and in the best interests of the Village to amend the Villa Park Municipal Code to dissolve the Video Production Commission as its primary purpose is best handled by village staff; and,

WHEREAS, the Corporate Authorities have determined that it is desirable, necessary, and in the best interests of the Village to amend the Villa Park Municipal Code to dissolve the Special Events Review Committee as its primary purpose has been adopted by the Community F.U.N. Commission.

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

Ordinance No. _____

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

Section 2: Article XXII (“Traffic and Safety Commission”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby deleted in their entirety, and thus the Traffic and Safety Commission of the Village of Villa Park is hereby dissolved. All members of the Traffic and Safety Commission are hereby relieved of their duties pursuant to this ordinance.

Section 3: Article XXII (“Reserved”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby created to read as follows:

ARTICLE XXII. – RESERVED

Secs. 2-2201—2-2208. – Reserved.

Section 4: Article XXX (“Video Production Commission”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby deleted in their entirety, and thus the Video Production Commission of the Village of Villa Park is hereby dissolved. All members of the Video Production Commission are hereby relieved of their duties pursuant to this ordinance.

Section 5: Article XXX (“Reserved”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby created to read as follows:

ARTICLE XXX. – RESERVED

Secs. 2-3001—2-3008. – Reserved.

Section 6: Article XXXII (“Special Events Review Committee”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby deleted in their entirety, and thus the Special Events Review Committee of the Village of Villa Park is hereby dissolved. All

Ordinance No. _____

members of the Special Events Review Committee are hereby relieved of their duties pursuant to this ordinance.

Section 7: Article XXXII (“Reserved”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby created to read as follows:

ARTICLE XXXII. – RESERVED

Secs. 2-3201—2-3206. – Reserved.

Section 8: That if any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 9: That all ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 10: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

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Ordinance No. _____

ADOPTED THIS _____ DAY OF _____, 2025, pursuant to a roll call vote
as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this _____ day of _____, 2025

Kevin Patrick, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this _____ day of _____, 2025

Rolf Laukant, Clerk of the Village
of Villa Park, DuPage County, Illinois



MEMORANDUM

TO: Village Board of Trustees
FROM: Ryan Morton, Village Attorney
DATE: June 23, 2025
SUBJECT: An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Article II of Chapter 3 of the Villa Park Municipal Code Regarding the Local Liquor Control Commission

SUMMARY:

This Ordinance amends Chapter 3 Article II (Local Liquor Control Commission). This Ordinance amends the Villa Park Municipal Code, so it requires a second reading, though that requirement can be waived by motion. If a second reading is waived, the Village President's related appointments are also on the agenda for the Village Board's information (no consent is needed).

BACKGROUND:

This Ordinance would change the membership and responsibilities of the Local Liquor Control Commission. The Liquor Control Act of 1934, 235 ILCS 5/4-1, *et seq.*, allows municipalities great latitude in their regulation of the sale of alcohol. The Village President serves as Local Liquor Control Commissioner, awarding liquor licenses (created by the Village Board) and issuing suspensions and revocations as necessary. The Act expressly gives the Village President authority to appoint people to help perform his liquor-related duties. Often, village presidents appoint a Local Liquor Control Commission to help with disciplinary issues. There is nothing preventing the Local Liquor Control Commission from also helping to review and recommend the number and classification of liquor licenses and what businesses should receive those licenses. This Ordinance expands the Local Liquor Control Commission's ability to do just that. The Local Liquor Control Commissioner (or the Village Board, as the case may be) will still ultimately make decisions, based on or in spite of those recommendations. This revision will increase transparency surrounding liquor licenses, since all Local Liquor Control Commission meetings will be open to the public.

DISCUSSION:

Section 2 of the Ordinance amends most of the sections of Chapter 3, Article II. The changes include mandating the formation of a Local Liquor Control Commission, appointing four members (in addition to the Village President, who will not vote), reviewing and making recommendations on original liquor license applications, reviewing and making recommendations on complaints, and holding monthly meetings with reporting requirements of all other commissions.

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, AMENDING ARTICLE II OF CHAPTER 3 OF THE VILLA PARK
MUNICIPAL CODE REGARDING THE LOCAL LIQUOR CONTROL COMMISSION**

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 of Illinois; and,

WHEREAS, the Village President and Board of Trustees of the Village (the "Corporate Authorities") may from time to time amend the text of the Villa Park Municipal Code when it is determined to be in the best interests of the residents of the Village; and,

WHEREAS, the Village President and Board of Trustees of the Village of Villa Park (the "Corporate Authorities") are charged with the responsibility of regulating the sale and distribution of alcoholic liquor within the Village; and,

WHEREAS, Article IV of the Liquor Control Act of 1934, 235 ILCS 5/4-1, *et seq.* (the "Act"), authorizes the Corporate Authorities to determine the number, kind and classification of licenses for the retail sale of alcoholic liquor; to determine the amount of the local license fees to be paid for the various kinds of licenses to be issued in the Village; and to establish such further regulations and restrictions upon the issuance of and operations under local licenses not inconsistent with law as the public good and convenience may require; and,

WHEREAS, under the Act, the Village President is charged with the administration of the Act and related ordinances and resolutions within the Village as Local Liquor Control Commissioner; and,

WHEREAS, the Act allows the Village President to appoint persons to assist him in the exercise of his powers and the performance of his duties as Local Liquor Control Commissioner;

Ordinance No. _____

and,

WHEREAS, the Corporate Authorities previously created the Local Liquor Control Commission to assist the Village President in his role as Local Liquor Control Commissioner; and,

WHEREAS, the Corporate Authorities have determined that it is desirable, necessary, and in the best interests of the Village to amend the Villa Park Municipal Code to expand the advisory role of the Local Liquor Control Commission to increase transparency and responsiveness related to issues of local liquor control within the Village.

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: Article II (“Local Liquor Control Commission”) of Chapter 3 (“Alcoholic Liquor”) of the Villa Park Municipal Code is hereby amended by adding the underlined language and deleting the stricken language to read, as follows:

ARTICLE II. – LOCAL LIQUOR CONTROL COMMISSION

Sec. 3-201. - Generally.

(a) The village president shall be the local liquor control commissioner for the village. The commissioner ~~may at his discretion~~ shall appoint persons to assist him in the exercise of the powers and the performance of his duties as such commissioner, including the members of the local liquor control commission as provided in Section 3-202.

(b) The local liquor control commissioner shall file a copy of the appointment of the members of the local liquor control commission in the office of the village clerk within five (5) days after their respective appointments ~~if he decides to appoint a commission, otherwise, he alone shall act as the commission.~~

Sec. 3-202. - Local liquor control commission created.

(a) *Created; membership.* A local liquor control commission is created which shall be composed of ~~three (3)~~ five (5) members. The village president shall be a member of the commission and its ~~chairman~~ chairperson, however the village president shall not vote on any

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matter before the local liquor control commission. The remaining ~~two (2)~~ four (4) members shall be appointed by the village president. The members shall be qualified electors of the village who have resided therein for one (1) year immediately preceding their appointment.

(b) *Term.* The term of the appointed members shall be one (1) year. Members shall hold office for their designated terms and until their successors have been appointed.

(c) *Meetings, purpose and duties.* The chairman shall preside over all meetings of the local liquor control commission. The purpose of the local liquor control commission shall be to assess and make recommendations regarding liquor license applications, to assess and make recommendations regarding liquor ordinances within the village, and limited to the conduct of formal disciplinary hearings involving any licensee and make disciplinary recommendations following those hearings. ~~and I~~ In furtherance of those at express and limited purposes, the commission shall have and exercise the following powers and duties:

(1) To review and assess original and renewal applications submitted to the local liquor control commissioner as provided in Article 3 of this Chapter.

(2) To conduct, or cause to be conducted, background investigations into liquor license applicants as provided in Article 3 of this Chapter.

(3) To examine, or cause to be examined under oath, any applicant for a local license or for a renewal thereof, and to examine, or cause to be examined, the books and records of any such applicant or licensee.

(4) To issue recommendations to the village board as to the number, kind, and classification of liquor licenses.

(5) To issue recommendations to the local liquor control commissioner as to the granting of requested liquor licenses.

(6) To recommend the imposition of ~~impose~~ suspension, revocation or fine, for cause, on any license issued pursuant to this chapter.

~~(7)(2)~~ To issue subpoenas at the request of any party as part of a disciplinary hearing or on the commission's own motion as part of an applicant examination.

~~(8)(3)~~ To conduct disciplinary hearings on any written formal complaint or formal charge; to issue written orders and findings consistent with the provisions of local ordinance and the laws of the State of Illinois; to exercise such other implied or express powers and duties as may be necessary for the proper conduct of disciplinary hearings and the imposition of any sanction or fee authorized by law.

~~(9)(4)~~ To retain counsel to advise it in connection with its duties.

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~~(10)(5)~~ To secure the services of individuals to prepare a verbatim transcript of any proceedings before it.

(11) To receive and investigate complaints from any citizen within the village that any of the provisions of the Liquor Control Law, or this chapter, or rule adopted by the commission have been or are being violated, and to recommend action in response to those complaints.

~~(12)(6)~~ To perform such duties and responsibilities as the village president/local liquor control commissioner may from time to time request in writing.

Sec. 3-203. - Salary.

The salary of the local liquor control commissioner shall be ten dollars (\$10.00) per year.

Sec. 3-204. - General functions and powers.

The local liquor control commissioner, in addition to the powers and duties herein given and provided, is charged with the administration of the Illinois Liquor Control Law and this chapter and shall have all the powers and duties as provided for in the Illinois Liquor Control Law.

Nothing in this Section shall prevent the local liquor control commissioner from acting on any application, complaint, or disciplinary matter in a different manner than recommended by the local liquor control commission.

Sec. 3-205. - Meetings.

Regular mMeetings of the local liquor control commission shall be held at least monthly on a certain date and at a certain time determined by the chairperson. Special meetings of the commission may be called by the ~~chairman~~ chairperson upon receipt of a written formal complaint against a licensee or at such other times as the ~~chairman~~ chairperson deems necessary. Notice of a meeting shall be made in accordance with the Illinois Open Meetings Act. The presence of three (3) commission members shall constitute a quorum to transact any commission business at a regular or special meeting of the commission.

Sec. 3-206. - Powers with reference to licenses.

The local liquor control commissioner shall also have the following powers, functions and duties with respect to licenses:

(a) To grant and/or suspend for not more than thirty (30) days, or revoke for cause, all local licenses issued to persons for premises within the village.

(b) To enter or to authorize any law enforcing officer to enter at any time upon any premises licensed hereunder to determine whether any of the provisions of the Illinois Liquor Control Law, or this chapter, or rule adopted by the commission, are being violated, and at such time to examine said premises of said licensee in connection therewith.

Ordinance No. _____

- (c) To receive complaint from any citizen within the village, or on his own motion, that any of the provisions of the Liquor Control Law, or this chapter, or rule adopted by the commission have been or are being violated and to act upon such complaint in the manner provided in the Liquor Control Law.
- (d) To receive local license fees and pay the same to the village treasurer.
- (e) To examine, or cause to be examined under oath, any applicant for a local license or for a renewal thereof, or any licensee upon whom notice of revocation or suspension has been served in the manner hereinafter provided, and to examine, or cause to be examined, the books and records of any such applicant or licensee; to hear testimony and take proof for his information in the performance of his duties, and for such purpose to issue subpoenas, which shall be effective in any part of the state. For the purpose of obtaining any of the information desired by the local liquor control commissioner under this section, he may authorize his agent to act on his behalf.
- (f) To notify the secretary of state where a club incorporated under the General Not for Profit Corporation Act, or a foreign corporation functioning as a club in this state under a certificate of authority issued under that act, has violated this act by selling or offering for sale at retail alcoholic liquor without a retailer's license.

Sec. 3-207. - Application of state law.

All sections of the Illinois Liquor Control Law and any amendments thereto applicable to local liquor control commissions, or the local liquor control commissioners in municipalities of under five hundred thousand (500,000) in population be and the same hereby are adopted and made part of this chapter as if set out at length herein.

Sec. 3-208. - Rules and regulations.

The local liquor control commission is hereby authorized to make such reasonable rules as may be necessary in the performance of its duties and may prescribe the form of application which each prospective alcoholic liquor licensee shall sign prior to receiving the license.

Sec. 3-209. – Reports, Recommendations, and Records.

The Local Liquor Control Commission shall keep permanent minutes of its meetings, which shall include topics discussed and the motions and votes of each member. The commission shall keep records of its proceedings, which shall be available at the Village Hall for public inspection during ordinary business hours. The commission shall prepare and submit approved minutes to the village board, along with any special reports containing their recommendations. All recommendations of the commission shall be forwarded to the village board within thirty (30) days of the action. All recommendations of the commission are advisory only and are not binding upon the corporate authorities or local liquor control commissioner. An annual report covering the commission's activities and progress shall be prepared and presented at the last stated Village Board meeting in December.

Ordinance No. _____

Section 3: That if any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 4: That all ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

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

(Intentionally Left Blank)

Ordinance No. _____

ADOPTED THIS _____ DAY OF _____, 2025, pursuant to a roll call vote
as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this _____ day of _____, 2025

Kevin Patrick, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this _____ day of _____, 2025

Rolf Laukant, Clerk of the Village
of Villa Park, DuPage County, Illinois



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: June 23, 2025

SUBJECT: An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Article III of Chapter 3 of the Villa Park Municipal Code Regarding Class G Liquor License Fees for Village-Sponsored Events.

RECOMMENDED ACTION:

This Ordinance amends Sections 3-303, 3-314, and 3-316 of Article III (Licenses) of Chapter 3 (Alcoholic Liquor) of the Villa Park Municipal Code. This Ordinance amends the Villa Park Municipal Code, so it requires a second reading, though that requirement can be waived by motion. Staff recommends approval.

BACKGROUND:

A Class G liquor license is solely issued for special events, with a \$75 per day fee. The license is only available to bona fide educational, fraternal, political, civic, religious, or nonprofit organizations. Consumption is limited to the location and date listed on the license. Often, the Class G license is used at Village-sponsored events at the request of the Village. Staff believes charging other organizations this fee when they are only acquiring the license at the Village's request does not make sense. So this Ordinance would essentially waive that fee in those circumstances.

DISCUSSION:

The Ordinance adds one sentence to three different sections of Article III of Chapter 3: "No fee shall be charged for a Class G license issued by the local liquor control commissioner for a village-sponsored event."

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, AMENDING ARTICLE III OF CHAPTER 3 OF THE VILLA
PARK MUNICIPAL CODE REGARDING CLASS G LIQUOR LICENSE
FEES FOR VILLAGE-SPONSORED EVENTS**

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 of Illinois; and,

WHEREAS, the Village President and Board of Trustees of the Village of Villa Park (the "Corporate Authorities") are charged with the responsibility of regulating the sale and distribution of alcoholic liquor within the Village; and,

WHEREAS, Article IV of the Liquor Control Act of 1934, 235 ILCS 5/4-1, authorizes the Corporate Authorities to determine the number, kind and classification of licenses for the retail sale of alcoholic liquor; to determine the amount of the local license fees to be paid for the various kinds of licenses to be issued in the Village; and to establish such further regulations and restrictions upon the issuance of and operations under local licenses not inconsistent with law as the public good and convenience may require; and,

WHEREAS, the Corporate Authorities find that it is desirable, necessary, and in the best interests of the residents of the Village to amend the Villa Park Municipal Code to eliminate the license fee for Class G liquor licenses obtained for Village-sponsored events to promote the health, safety, and welfare of the residents of the Village and the general public.

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.

Ordinance No. _____

Section 2: Section 3-303 (“Classification”) of Article III (“Licenses”) of Chapter 3 (“Alcoholic Liquor”) of the Villa Park Municipal Code is hereby amended by adding the underlined language to read, as follows:

Sec. 3-303. - Classification.

Village retail alcoholic liquor licenses are hereby divided into classes as follows:

* * *

- (k) *Class 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. No fee shall be charged for a Class G license issued by the local liquor control commissioner for a village-sponsored event.

* * *

(Continued on Next Page)

Ordinance No. _____

Section 3: Section 3-314 (“Original Issuance Fee”) of Article III (“Licenses”) of Chapter 3 (“Alcoholic Liquor”) of the Villa Park Municipal Code is hereby amended by adding the underlined language to read, as follows:

Sec. 3-314. - Original issuance fee.

The original issuance fees for all liquor licenses within the village shall be as hereinafter set forth:

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. <u>No fee shall be charged for a Class G license issued by the local liquor control commissioner for a village-sponsored event.</u>	\$75.00 per day

Section 4: Section 3-316 (“Annual Fee”) of Article III (“Licenses”) of Chapter 3 (“Alcoholic Liquor”) of the Villa Park Municipal Code is hereby amended by adding the underlined language to read, as follows:

Sec. 3-316. - Annual fee.

- (a) The annual fee for liquor licenses in the village shall be as follows commencing January 1, 2024:

Class	Definition	Annual 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	\$75.00 per day

Ordinance No. _____

	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. <u>No fee shall be charged for a Class G license issued by the local liquor control commissioner for a village-sponsored event.</u>	
--	--	--

Section 5: That if any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 6: That all ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

(Intentionally Left Blank)

Ordinance No. _____

ADOPTED THIS _____ DAY OF _____, 2025, pursuant to a roll call vote
as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this _____ day of _____, 2025

Kevin Patrick, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this _____ day of _____, 2025

Rolf Laukant, Clerk of the Village
of Villa Park, DuPage County, Illinois

Ordinance No. _____

**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 D 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 7-Eleven, Inc., owner of 7-Eleven, located at 54 S. Villa Avenue, subject to the Village Board’s approval to increase the number of available liquor licenses under the Class D license classification for 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.

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:

Ordinance No: _____

Class

Maximum Number

D

8

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 _____, 2025.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2025.

Kevin Patrick, Village President

Attest:

Rolf Laukant, Village Clerk

Published in pamphlet form:

_____, 2025



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Rivas, Village Manager

DATE: June 23, 2025

SUBJECT: An Ordinance Authorizing the Acquisition Through Condemnation of Certain Property Commonly Known as the "Hawthorneworld Property" by the Village of Villa Park

RECOMMENDED ACTION:

This is an Ordinance Authorizing the Acquisition of property through Condemnation, commonly known as 405 N Ardmore Ave owned by Hawthorneworld Villa Park, LP.

BACKGROUND:

In follow up to the Village Board's action on June 9, 2025 an offer for the purchase of the property was made on June 10, 2025 with 10 days to respond. No response or counter-offer has been received.

DISCUSSION:

This Ordinance, will authorize the Village's special counsel, Helm & Wagner, P.C., to proceed with eminent domain of the subject property.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE ACQUISITION THROUGH CONDEMNATION
OF CERTAIN PROPERTY COMMONLY KNOWN AS THE “HAWTHORNEWORLD
PROPERTY” BY THE VILLAGE OF VILLA PARK, ILLINOIS**

WHEREAS, the Village of Villa Park, DuPage County, Illinois, an Illinois Municipal Corporation (the “*Village*”) is a non-home rule unit of local government organized under the Constitution of the State of Illinois of 1970 and the laws of this State and as such has authority to promote the health, safety and welfare of the Village and its citizens; and

WHEREAS the Village is authorized by the Illinois Municipal Code at 65 ILCS 5/11-61-1 to acquire private property that is useful, advantageous or desirable for municipal purposes or for public welfare by eminent domain; and

WHEREAS the Village previously authorized the preparation of an eligibility study to determine whether the North Ardmore/Vermont TIF Redevelopment Project Area qualified as a Redevelopment Project Area (the “RPA”) pursuant to the Illinois Tax Increment Allocation Redevelopment Act (the “TIF Act”) 65 ILCS 5/11-74.4.1 *et al.*; and

WHEREAS the eligibility study concluded that the RPA qualified as a Conservation Area pursuant to the TIF Act. The property that is the subject of this Ordinance is located within the RPA; and

WHEREAS The Village then caused the preparation of the Village of Villa Park North Ardmore/Vermont Redevelopment Project Area Redevelopment Plan and Project (the “Plan”) which included a proposed redevelopment plan for the RPA. The Plan recommended that the Village acquire and prepare land within the RPA for development to eliminate blight conditions, conditions that may lead to blight, and to address environmental problems that exist with property within the RPA; and

WHEREAS on September 22, 2014, the Village adopted Ordinance No. 3826 approving the Plan; and

WHEREAS on September 22, 2014, the Village adopted Ordinance No. 3827 designating the RPA pursuant to the TIF Act, and the Village adopted Ordinance No. 3828 approving Tax Increment Financing for the RPA; and

WHEREAS the Hawthorne Property is a real estate parcel located within the Village and within the RPA, and which the Village has determined is needed for its redevelopment purposes within the RPA; and

WHEREAS the Village by Ordinance No. 4480 adopted on June 9, 2025, authorizing the Village Manager and its attorney to make an offer to the record Owner of the Subject Property which offer shall be generally consistent with the appraisal opinion from the independent appraiser retained by the Village for such purposes, and that such offer be made subject to right of approval by the Village, which approval if made to be by separate ordinance dully adopted by the Village President and Board of Trustees; and

WHEREAS the Village manager did make said offer to the record Owner of the Subject Property, but the Village and the record Owner were unable to agree on fair market value, and the Village has determined that an impasse has been reached necessitating the filing of a condemnation complaint to acquire the Subject Property through eminent domain; and

WHEREAS the Village has determined that it needs to acquire fee simple title to the real estate legally described in **Exhibit A** attached hereto and incorporated herein for its lawful purposes, and to do so my eminent domain.

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

1. That the recitals set forth above are hereby adopted and incorporated into this Ordinance.
2. That it is necessary and desirable that the Hawthorneworld Property as described in Exhibit A attached hereto, be acquired by the Village of Villa Park, DuPage County, Illinois for one or more of the purposes set forth herein by eminent domain.
3. That the Village Manager and his staff and attorneys be and hereby are, authorized to take the necessary steps to acquire the Hawthorneworld Property by eminent domain so as to allow the court and a jury to determine the just compensation to which the Owner is entitled under Illinois law, and in so doing, the Village may use TIF funds for part of all of its acquisition as allowed to be done by law.

Ordinance No. _____

PASSED AND APPROVED by the Village President and the Board of Trustees of the Village of Villa Park, DuPage County, Illinois, this _____ day of June 2025.

Kevin Patrick, Village President

Attest:

Rolf Laukant, Village Clerk

Ordinance No. _____

EXHIBIT A

Legal Description of Subject Property

EXHIBIT "A"
Legal Description

PARCEL 1:

LOTS 89 AND 90 IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT NUMBER 172335, IN DUPAGE COUNTY ILLINOIS.

PARCEL 1A:

LOTS 91, 92 AND 93 IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT NUMBER 172335, IN DUPAGE COUNTY ILLINOIS.

PARCEL 1B:

THE NORTH 41.50 FEET OF LOT 96 AND 97 IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT NUMBER 172335, IN DUPAGE COUNTY ILLINOIS.

PARCEL 1C:

THE SOUTH 33.5 FEET OF THE NORTH 75.0 FEET OF LOTS 96 AND 97 IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT NUMBER 172335, IN DUPAGE COUNTY ILLINOIS.

PARCEL 1D:

LOT 96 (EXCEPT THE NORTH 75 FEET THEREOF) AND LOT 97 (EXCEPT THE NORTH 75 FEET THEREOF) IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION OF PART TO THE SOUTH HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT NUMBER 172335, IN DUPAGE COUNTY ILLINOIS.

PARCEL 1E:

THE PART OF LOT 95 DESCRIBED AS FOLLOWS: BEGINNING AND THE NORTHEAST CORNER OF LOT 95, THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 95 TO THE MID-POINT OF THE EAST LINE OF LOT 95, THENCE SOUTHWESTERLY TO THE MID POINT OF THE EAST FACE OF THE 1-1/2 STORY BRICK BUILDING AT IT EXISTED ON OCTOBER 31, 1977, THENCE WESTERLY ON A STRAIGHT LINE TO THE MIDDLE POINT OF THE WEST FACE OF SAID 1-1/2 STORY BRICK BUILDING, THENCE WESTERLY ON A STRAIGHT LINE TO MID POINT OF THE WEST LINE OF LOT 95, THENCE NORTH ON THE WEST LINE OF LOT 95 TO THE NORTHWEST CORNER OF LOT 95, THENCE EAST ALONG THE NORTH LINE OF LOT 95 TO THE POINT OF BEGINNING, ALL IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT NUMBER 172335, IN DUPAGE COUNTY ILLINOIS.

EXHIBIT "A"
Legal Description

PARCEL 1F:

LOT 95, EXCEPT THAT PART OF LOT 95 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 95; THENCE SOUTHERLY 35 FEET ALONG THE EAST LINE OF LOT 95 TO THE MID-POINT OF THE EAST LINE OF LOT 95; THENCE SOUTH 83 DEGREES 51 MINUTES 58 SECONDS WEST 24.90 FEET MORE OR LESS, TO THE MID-POINT OF THE EAST FACE OF THE 1-1/2 STORY BRICK BUILDING AS IT EXISTED ON OCTOBER 31, 1977; THENCE NORTH 88 DEGREES 33 MINUTES 32 SECONDS WEST 43 FEET MORE OR LESS, TO THE MID-POINT OF THE WEST FACE OF SAID 1-1/2 STORY BRICK BUILDING; THENCE SOUTH 86 DEGREES 46 MINUTES 10 SECONDS WEST, 76.66 MORE OR LESS, TO THE MID-POINT OF THE WEST LINE OF LOT 95; THENCE NORTHERLY 35 FEET ALONG THE WEST LINE OF LOT 95 TO THE NORTHWEST CORNER OF LOT 95; THENCE EAST ALONG THE NORTH LINE OF LOT 95 TO THE POINT OF BEGINNING, ALL IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE SOUTH HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT NUMBER 172335, IN DUPAGE COUNTY ILLINOIS.

PARCEL 2:

LOT 94 IN GEORGE M. COLLINS' VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT 172335, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 THROUGH 11, BOTH INCLUSIVE, IN TOWNLEY'S VILLA PARK HIGHLANDS, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1925 AS DOCUMENT NUMBER 196958, IN DUPAGE COUNTY, ILLINOIS.



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: June 23, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Mauro Sewer Construction, Inc., of Des Plaines, Illinois, for Construction of the Ridge Road Drainage Improvements in an Amount Not to Exceed \$399,771.00.

RECOMMENDED ACTION:

This Resolution authorizes the Village President to execute a contract for the construction of the Ridge Road Drainage Improvements. The project was publicly advertised and competitively bid, with a bid opening held on May 20, 2025. The village received three bids, with the lowest responsible bid submitted by Mauro Sewer Construction, Inc., of Des Plaines, Illinois, in the amount of \$399,771.00. Staff recommends approval of a resolution to award a contract to Mauro Sewer Construction, Inc. for the construction of the Ridge Road Drainage Improvements.

BACKGROUND:

The Ridge Road Drainage Improvements is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). Construction is budgeted for CY 2025. The program's objective is to improve storm water drainage on Ridge Road between Westmore Avenue and Roy Drive.

The scope of this project consists of the installation of approximately 900 linear feet of storm sewer varying in size from 6" to 15", the installation of manholes, inlets and catch basins, pavement and driveway removal and replacement, earth excavation, combination concrete curb and gutter removal and installation, parkway restoration, sidewalk removal and replacement, and other related and incidental work.

The project has been previously bid as part of DCEO Drainage Improvements and not awarded. The first bid resulted in unfavorable bids. The second bid resulted in no bids being received. In order to not lose the DCEO funding awarded for this project, the Ridge Road portion of the DCEO Drainage Improvements was bid as a standalone project.

The Village of Villa Park Public Works prepared the specifications for the program. The program was publicly advertised for bids and competitively bid, with a bid opening held on May 20, 2025, and with three bids received. Mauro Sewer Construction, Inc., of Des Plaines, Illinois, submitted the lowest

qualified bid in the amount of \$399,771.00. Mauro Sewer Construction, Inc. has performed work satisfactorily for similar programs in other villages based on reference provided and verified by Village staff. Accordingly, staff recommends approval of a contract with Mauro Sewer Construction, Inc., of Des Plaines, Illinois, for an amount not to exceed \$399,771.00.

DISCUSSION:

The village has been awarded grant funding of up to \$288,500.00 for the construction of the project through the Department of Commerce and Economic Opportunity. Funding for the remaining balance of construction costs would be taken from the Stormwater Fund 68.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Mauro Sewer Construction, Inc., of Des Plaines, Illinois, for Construction of the Ridge Road Drainage Improvements in an Amount Not to Exceed \$399,771.00

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

WHEREAS, the Village has publicly advertised for bids for a project commonly known as the Ridge Road Drainage Improvements ("Project"), which Project includes the installation of new storm sewer varying in size from 6" to 15" on Ridge Road from Westmore Avenue to Roy Drive.; and

WHEREAS, Instructions to Bidders and proposal forms (the "Bid Documents") were made available to prospective bidders; and

WHEREAS, the Village received and evaluated bids from three (3) potential contractors for the Project; and

WHEREAS, the Village's Public Works Department staff reviewed the bids and has determined that Mauro Sewer Construction, Inc., of Des Plaines, Illinois, ("Mauro Sewer"), is the lowest responsible and qualified bidder for the Project, and has determined that Mauro Sewer has not been disqualified from bidding and its proposal met, without exception, all of the requirements of the bid documents; and

WHEREAS, based upon a review of the bids received and determination as to the qualifications of the bidders, the President and Board of Trustees of the Village of Villa Park have determined that the bid proposed by Mauro Sewer, having submitted a bid in the amount of Three Hundred Ninety-Nine Thousand Seven Hundred Seventy-One and 00/100 Dollars (\$399,771.00), is the lowest qualified and responsible bidder for the Ridge Road Drainage Improvements.

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: It is hereby determined that Mauro Sewer is the lowest responsible and qualified bidder for the Project, has not been disqualified from bidding, and its proposal met, without exception, all of the requirements of the Bid Documents.

Resolution No. _____

Section 3: It is hereby determined that it is advisable, necessary, and in the public interest that the Village enter into a contract with Mauro Sewer for the Project and that the corporate authorities of the Village hereby direct that a notice of award be issued to Mauro Sewer for the Project at the unit prices set forth in its proposal.

Section 4: The proposal submitted by Mauro Sewer, in the amount not to exceed Three Hundred Ninety-Nine Thousand Seven Hundred Seventy-One and 00/100 Dollars (\$399,771.00), is hereby accepted, and the Village President and Village Clerk are hereby authorized and directed on behalf of the Village of Villa Park to execute a contract with Mauro Sewer for the Ridge Road Drainage Improvements, which contract is hereby approved, with the terms and conditions set forth in the official project manual for said project, incorporated herein by reference and on file in the Public Works Department, provided that all other necessary signatures have been previously affixed to the contract.

Section 5: The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, and the general prevailing rate for legal holiday and overtime work, as ascertained by the US Department of Labor and the Illinois Department of Labor, shall be paid for each craft or type of worker needed to execute the contract or to perform such work required for the Project.

Section 6: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 9th day of June, 2025, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this 9th day of June, 2025

Village President

Attest: _____
Village Clerk

ADEPARTMENTAL CORRESPONDENCE

TO: Michael M. Guerra, P.E., Public Works Director

DATE: May 20, 2025

FROM: Kevin L. Mantels, P.E., Assistant Village Engineer

SUBJECT: Ridge Road Drainage Improvements

Bids for the Ridge Road Drainage Improvements were opened on Tuesday, May 20, 2025. The village distributed thirteen (13) sets of bidding documents and received three (3) bids. A summary of the bids is as follows:

COMPANY	LOCATION	BID AMOUNT
ENGINEER'S ESTIMATE		\$293,814.00
Mauro Sewer Construction, Inc.	Des Plaines, IL	\$399,771.00
Alliance Contractors Inc.	Woodstock, IL	\$483,937.09
Beritus Inc.	Chicago, IL	\$543,505.25

AVERAGE BID

\$475,739.42

Mauro Sewer Construction, Inc., of Des Plaines, Illinois, has not completed work for the Village of Villa Park in recent years, but has performed work satisfactorily for similar programs in other Villages based on references given by Mauro Sewer Construction, Inc. and checked by Village staff. It is my recommendation that a contract be awarded to Mauro Sewer Construction, Inc., of Des Plaines, Illinois, in the amount of **\$399,771.00** for the **Total Work**.

 RIDGE ROAD DRAINAGE IMPROVEMENTS PREPARED BY: VILLAGE OF VILLA PARK CONTRACT DOCUMENTS BY: V3 COMPANIES, LTD. BID TABULATION - TUESDAY, MAY 20, 2025, 10:00 A.M.				Engineer's Estimate		MAURO SEWER CONSTRUCTION, INC. 1251 Redeker Rd Des Plaines, IL 60016 Phone: (847) 803-2033		ALLIANCE CONTRACTORS INC. 116 Lake Ave Woodstock, IL 60098 Phone: (815) 338-5900		BERITUS INC. 1910 S Washtenaw Ave Chicago, IL 60608 Phone: (773) 988-8481	
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TRENCH BACKFILL	CU YD	1004	\$48.00	\$ 48,192.00	\$44.00	\$ 44,176.00	\$52.00	\$ 52,208.00	\$221.00	\$ 221,884.00
2	INLET FILTERS	EACH	7	\$150.00	\$ 1,050.00	\$300.00	\$ 2,100.00	\$25.00	\$ 175.00	\$325.00	\$ 2,275.00
3	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	93	\$9.00	\$ 837.00	\$30.00	\$ 2,790.00	\$8.75	\$ 813.75	\$21.45	\$ 1,994.85
4	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1580	\$10.00	\$ 15,800.00	\$15.00	\$ 23,700.00	\$12.75	\$ 20,145.00	\$11.70	\$ 18,486.00
5	DETECTABLE WARNINGS	SQ FT	10	\$40.00	\$ 400.00	\$100.00	\$ 1,000.00	\$50.00	\$ 500.00	\$32.50	\$ 325.00
6	DRIVEWAY PAVEMENT REMOVAL	SQ YD	93	\$3.00	\$ 279.00	\$25.00	\$ 2,325.00	\$25.00	\$ 2,325.00	\$19.50	\$ 1,813.50
7	SIDEWALK REMOVAL	SQ FT	1580	\$2.00	\$ 3,160.00	\$3.25	\$ 5,135.00	\$5.00	\$ 7,900.00	\$1.95	\$ 3,081.00
8	STORM SEWER REMOVAL 18"	FOOT	49	\$40.00	\$ 1,960.00	\$25.00	\$ 1,225.00	\$25.00	\$ 1,225.00	\$13.00	\$ 637.00
9	MANHOLES TO BE RECONSTRUCTED	EACH	1	\$1,500.00	\$ 1,500.00	\$2,500.00	\$ 2,500.00	\$2,100.00	\$ 2,100.00	\$4,550.00	\$ 4,550.00
10	INLETS TO BE RECONSTRUCTED	EACH	2	\$800.00	\$ 1,600.00	\$1,250.00	\$ 2,500.00	\$2,100.00	\$ 4,200.00	\$3,250.00	\$ 6,500.00
11	ABANDON AND FILL EXISTING STORM SEWER	FOOT	40	\$300.00	\$ 12,000.00	\$200.00	\$ 8,000.00	\$15.00	\$ 600.00	\$65.00	\$ 2,600.00
12	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	93	\$54.00	\$ 5,022.00	\$70.00	\$ 6,510.00	\$53.38	\$ 4,964.34	\$45.50	\$ 4,231.50
13	12" X 12" NDS YARD DRAIN WITH GRATE	EACH	3	\$900.00	\$ 2,700.00	\$1,000.00	\$ 3,000.00	\$130.00	\$ 390.00	\$780.00	\$ 2,340.00
14	CLASS D PATCHES, SPECIAL	SQ YD	433	\$58.00	\$ 25,114.00	\$95.00	\$ 41,135.00	\$89.00	\$ 38,537.00	\$117.00	\$ 50,661.00
15	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	286	\$44.00	\$ 12,584.00	\$80.00	\$ 22,880.00	\$72.00	\$ 20,592.00	\$58.50	\$ 16,731.00
16	PARKWAY RESTORATION	SQ YD	394	\$11.00	\$ 4,334.00	\$20.00	\$ 7,880.00	\$10.50	\$ 4,137.00	\$15.60	\$ 6,146.40
17	CATCH BASIN, TYPE C, 2' DIAMETER	EACH	1	\$2,700.00	\$ 2,700.00	\$2,000.00	\$ 2,000.00	\$2,550.00	\$ 2,550.00	\$4,550.00	\$ 4,550.00
18	CATCH BASIN, TYPE A, 4' DIAMETER	EACH	3	\$3,850.00	\$ 11,550.00	\$6,000.00	\$ 18,000.00	\$6,135.00	\$ 18,405.00	\$6,500.00	\$ 19,500.00
19	MANHOLE, TYPE A, 4' DIAMETER	EACH	3	\$3,850.00	\$ 11,550.00	\$5,000.00	\$ 15,000.00	\$5,700.00	\$ 17,100.00	\$6,500.00	\$ 19,500.00
20	FRAMES AND LIDS, TYPE 1	EACH	4	\$700.00	\$ 2,800.00	\$500.00	\$ 2,000.00	\$405.00	\$ 1,620.00	\$910.00	\$ 3,640.00
21	FRAMES AND GRATES, TYPE 11	EACH	3	\$500.00	\$ 1,500.00	\$800.00	\$ 2,400.00	\$590.00	\$ 1,770.00	\$910.00	\$ 2,730.00
22	STORM SEWERS, PVC, 6" (SDR 26, ASTM D-2241)	FOOT	35	\$110.00	\$ 3,850.00	\$75.00	\$ 2,625.00	\$265.00	\$ 9,275.00	\$52.00	\$ 1,820.00
23	STORM SEWERS, PVC, 15" (SDR 26, ASTM D-2241)	FOOT	158	\$130.00	\$ 20,540.00	\$135.00	\$ 21,330.00	\$305.00	\$ 48,190.00	\$123.50	\$ 19,513.00
24	STORM SEWERS, RCP, 12"	FOOT	688	\$109.00	\$ 74,992.00	\$120.00	\$ 82,560.00	\$280.00	\$ 192,640.00	\$117.00	\$ 80,496.00
25	CONCRETE BULKHEAD	EACH	2	\$500.00	\$ 1,000.00	\$1,500.00	\$ 3,000.00	\$250.00	\$ 500.00	\$650.00	\$ 1,300.00
26	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	LSUM	1	\$8,100.00	\$ 8,100.00	\$45,000.00	\$ 45,000.00	\$4,975.00	\$ 4,975.00	\$19,500.00	\$ 19,500.00
27	CONSTRUCTION LAYOUT	LSUM	1	\$2,800.00	\$ 2,800.00	\$12,000.00	\$ 12,000.00	\$10,000.00	\$ 10,000.00	\$9,750.00	\$ 9,750.00
28	PRE-CONSTRUCTION VIDEO RECORDING	LSUM	1	\$900.00	\$ 900.00	\$2,000.00	\$ 2,000.00	\$1,100.00	\$ 1,100.00	\$1,950.00	\$ 1,950.00
29	WATER USAGE CREDIT	TGAL	15	\$8.85	\$ 132.75	\$8.85	\$ 132.75	\$8.85	\$ 132.75	\$8.85	\$ 132.75
30	WATER USAGE DEDUCTION	TGAL	15	-\$8.85	\$ (132.75)	(\$8.85)	\$ (132.75)	(\$8.85)	\$ (132.75)	(\$8.85)	\$ (132.75)
31	CONTINGENCY ALLOWANCE	DOLLAR	15000	\$1.00	\$ 15,000.00	\$1.00	\$ 15,000.00	\$1.00	\$ 15,000.00	\$1.00	\$ 15,000.00
	AS-READ TOTAL			N/A		\$ 399,771.00	\$ 399,771.00	\$ 483,937.09	\$ 483,937.09	\$ 543,505.25	\$ 543,505.25
	CALCULATED TOTAL			\$ 293,814.00		\$ 399,771.00	\$ 399,771.00	\$ 483,937.09	\$ 483,937.09	\$ 543,505.25	\$ 543,505.25



RIDGE ROAD DRAINAGE IMPROVEMENTS
PREPARED BY: VILLAGE OF VILLA PARK
CONTRACT DOCUMENTS BY: V3 COMPANIES, LTD.
BID TABULATION - TUESDAY, MAY 20, 2025, 10:00 A.M.

Average Bid

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1	TRENCH BACKFILL	CU YD	1004	\$ 105.67	\$ 106,092.68
2	INLET FILTERS	EACH	7	\$ 216.67	\$ 1,516.69
3	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	93	\$ 20.07	\$ 1,866.51
4	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1580	\$ 13.15	\$ 20,777.00
5	DETECTABLE WARNINGS	SQ FT	10	\$ 60.83	\$ 608.30
6	DRIVEWAY PAVEMENT REMOVAL	SQ YD	93	\$ 23.17	\$ 2,154.81
7	SIDEWALK REMOVAL	SQ FT	1580	\$ 3.40	\$ 5,372.00
8	STORM SEWER REMOVAL 18"	FOOT	49	\$ 21.00	\$ 1,029.00
9	MANHOLES TO BE RECONSTRUCTRD	EACH	1	\$ 3,050.00	\$ 3,050.00
10	INLETS TO BE RECONSTRUCTED	EACH	2	\$ 2,200.00	\$ 4,400.00
11	ABANDON AND FILL EXISTING STORM SEWER	FOOT	40	\$ 93.33	\$ 3,733.20
12	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	93	\$ 56.29	\$ 5,234.97
13	12" X 12" NDS YARD DRAIN WITH GRATE	EACH	3	\$ 636.67	\$ 1,910.01
14	CLASS D PATCHES, SPECIAL	SQ YD	433	\$ 100.33	\$ 43,442.89
15	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	286	\$ 70.17	\$ 20,068.62
16	PARKWAY RESTORATION	SQ YD	394	\$ 15.37	\$ 6,055.78
17	CATCH BASIN, TYPE C, 2' DIAMETER	EACH	1	\$ 3,033.33	\$ 3,033.33
18	CATCH BASIN, TYPE A, 4' DIAMETER	EACH	3	\$ 6,211.67	\$ 18,635.01
19	MANHOLE, TYPE A, 4' DIAMETER	EACH	3	\$ 5,733.33	\$ 17,199.99
20	FRAMES AND LIDS, TYPE 1	EACH	4	\$ 605.00	\$ 2,420.00
21	FRAMES AND GRATES, TYPE 11	EACH	3	\$ 766.67	\$ 2,300.01
22	STORM SEWERS, PVC, 6" (SDR 26, ASTM D-2241)	FOOT	35	\$ 130.67	\$ 4,573.45
23	STORM SEWERS, PVC, 15" (SDR 26, ASTM D-2241)	FOOT	158	\$ 187.83	\$ 29,677.14
24	STORM SEWERS, RCP, 12"	FOOT	688	\$ 172.33	\$ 118,563.04
25	CONCRETE BULKHEAD	EACH	2	\$ 800.00	\$ 1,600.00
26	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	LSUM	1	\$ 23,158.33	\$ 23,158.33
27	CONSTRUCTION LAYOUT	LSUM	1	\$ 10,583.33	\$ 10,583.33
28	PRE-CONSTRUCTION VIDEO RECORDING	LSUM	1	\$ 1,683.33	\$ 1,683.33
29	WATER USAGE CREDIT	TGAL	15	\$ 8.85	\$ 132.75
30	WATER USAGE DEDUCTION	TGAL	15	\$ (8.85)	\$ (132.75)
31	CONTINGENCY ALLOWANCE	DOLLAR	15000	\$ 1.00	\$ 15,000.00
	AS-READ TOTAL				N/A
	CALCULATED TOTAL			\$	475,739.42



VILLAGE OF VILLA PARK

CONTRACT DOCUMENTS

FOR THE

RIDGE ROAD DRAINAGE IMPROVEMENTS

ISSUED FOR BID APRIL 25, 2025

PREPARED BY



**7325 JANES AVENUE
WOODRIDGE, ILLINOIS 60517**

**ADVERTISEMENT FOR BIDS
VILLAGE OF VILLA PARK
FRIDAY, APRIL 25, 2025**

PROJECT: RIDGE ROAD DRAINAGE IMPROVEMENTS

The base bid for this project consists of all work associated with the stormwater and drainage improvements at Ridge Road between Westmore Avenue and Roy Drive.

Project improvements include the installation of approximately 900 linear feet of storm sewer varying in size from 6" to 15", the installation of manholes, inlets and catch basins, pavement and driveway removal and replacement, earth excavation, combination concrete curb and gutter removal and installation, parkway restoration, sidewalk removal and replacement, and other related and incidental work.

A minimum of 28% of contract dollars shall be paid to BEP businesses with current and valid certification through the Illinois Commission on Equity and Inclusion's Business Enterprise Program (BEP). Failure to meet this requirement will be considered a breach of contract.

The Contractor must comply with all requirements set forth in the Illinois Department of Commerce & Economic Opportunity Grant Agreement for this project. Failure to comply with any of these requirements will be considered a breach of contract.

BID DEADLINE: Tuesday, May 20, 2025, 10:00 AM LOCAL TIME

The Village reserves the right to extend the Bid Deadline from this date and time to accept Bids submitted after the Bid Deadline, as the Village, in its sole discretion, determines is in the best interest of the Village.

NOTICE: Proposals for the **RIDGE ROAD DRAINAGE IMPROVEMENTS** will be received electronically by the Village of Villa Park, Illinois, through QuestCDN at <https://www.questcdn.com> under **QuestCDN Project #9656243** until the Bid Deadline. Immediately thereafter, the proposals will be opened and read aloud via Teams. Notwithstanding the foregoing, the Village reserves the right to defer, postpone, delay, or reschedule the Bid Opening for such time and to such date as the Village, in its sole discretion, determines is in the best interest of the Village. The Bid Opening Teams meeting may be accessed as follows:

Meeting ID: 211 811 346 877
Passcode: Wr7Lg9P2

Proposals shall be submitted in accordance with the Bidding Documents prepared by V3 Companies, 7325 Janes Avenue, Woodridge, IL 60517.

BIDDER QUALIFICATIONS: Bidders, in submitting a Bid, shall comply with all applicable federal, state, and local laws and requirements; shall provide documentation of that compliance in accordance with the requirements of the Bidding Documents and as requested by the Village; and, in submitting a Bid, Bidders affirm that they are qualified under all applicable laws and requirements to do so, and agree to be bound by the determination of the Village as to Bidder's compliance and qualifications.

REQUESTS FOR INFORMATION OR CLARIFICATION: All requests for information or clarification shall be submitted to the Village of Villa Park by email to engineering@invillapark.com. All responses that are provided to requests for information or clarification will be provided through QuestCDN at <https://www.questcdn.com> under **QuestCDN Project #9656243**.

The Village will accept requests for information or clarification submitted in accordance with the above requirements until **WEDNESDAY, MAY 14, 2025, 04:00 PM LOCAL TIME**. Requests for information or clarification received after such time will not be accepted and will receive no response.

ADDENDA: The Village reserves the right to issue Addenda modifying the Bidding Documents at any time prior to the Bid Deadline. The foregoing notwithstanding, the Village will make a reasonable effort to issue no addenda after **Friday, May 16, 2025, 04:00 PM LOCAL TIME**.

BID SECURITY: Bid Security in the amount of not less than ten percent (10%) of the Bid shall accompany each Bid in accordance with the Bidding Documents.

RIGHTS RESERVED: The Village will select the lowest, most responsible bidder. The Village reserves the right to reject any or all Bids, to waive any informalities or technicalities in bidding, and to accept the Bid which best serves the interests of the Village. The Village shall, in its sole discretion, determine what does or does not constitute an informality or technicality, and, in submitting a Bid, Bidder agrees to be bound by that determination.

The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request. The Village reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

BIDS TO REMAIN SUBJECT TO ACCEPTANCE: All bids shall remain subject to acceptance by the Village for a period of 90 calendar days from the date of the bid opening. The Village may extend the acceptance period by up to an additional 90 calendar days upon written notice to all bidders by the Village. The Village may, in its sole discretion, release any bid and return the bid bond prior to the end of the acceptance period.

CONTRACT SECURITY: The Bidder to whom a Contract is awarded shall be required to furnish both a Performance Bond and a Payment Bond acceptable to the Village for one-hundred percent (100%) of the Contract Price, in accordance with the requirements of the Contract Documents.

WAGE RATES: All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

The Contractor shall not pay less than the DuPage County Prevailing Wage Rates (Illinois Department of Labor) to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Prevailing Wage Act (820 ILCS 130/1-12).

BIDDING DOCUMENTS: The Bidding Documents may be obtained from QuestCDN at <https://www.questcdn.com> under **QuestCDN Project #9656243** for a non-refundable fee of forty-two dollars (\$42.00). An active QuestCDN account and login are required. Questions or issues regarding the QuestCDN platform shall be directed to QuestCDN by phone at 952-233-1632 or by email at info@questcdn.com. Hard copies of bidding documents will not be made available. An electronic "Not for Bid" version of the bidding documents in Portable Document Format (PDF) will be available for download on the project page on the Village of Villa Park's website at <https://www.invillapark.com>. This version of the bidding documents is for informational purposes only and may not be used for the preparation or submittal of a bid.

PUBLISHED BY AUTHORITY OF THE VILLAGE OF VILLA PARK, COUNTY OF DUPAGE, STATE OF ILLINOIS.



COVER SHEET

Proposal Submitted By:

Contractor's Name

Mauro Sewer Construction Inc.

Contractor's Address

1251 Redeker Rd.

City

Des Plaines

State

IL

Zip Code

60016

STATE OF ILLINOIS

Local Public Agency

Village of Villa Park

County

DuPage

Section Number

N/A

Route(s) (Street/Road Name)

Ridge Road at Westmore Avenue

Type of Funds

DCEO

☐ Proposal Only ☐ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Villa Park	DuPage	N/A	Ridge Road at Westmore Avenue

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of via Qest CDN (Project # 9656243)

https://www.questcdn.com until 10:00AM on 05/20/25
Address Time Date

Sealed proposals will be opened and read publicly at the office of via Teams Conference Meeting ID: 211 811 346 877

Passcode: Wr7Lg9P2 at 10:00 AM on 05/20/25
Address Time Date

DESCRIPTION OF WORK

Location	Project Length
Ridge Road at Westmore Avenue	0.15 mi

Proposed Improvement

Storm sewer installation; pavement/curb&gutter/driveway/sidewalk removal and replacement; drainage improvements; pavement patching; parkway restoration

1. Plans and proposal forms will be available in the office of

For purchase and download via Quest CDN e-delivery, specific access information is included in the Advertisement.

2. ☐ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Villa Park	DuPage	N/A	Ridge Road at Westmore Avenue

PROPOSAL

- Proposal of Mauro Sewer construction, Inc.
Contractor's Name
1251 Redeker Rd., Des Plaines, IL. 60016
Contractor's Address
- The plans for the proposed work are those prepared by V3 Companies
and approved by the Department of Transportation on N/A
- The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
- The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
- The undersigned agrees to complete the work within _____ working days or by _____ unless additional time is granted in accordance with the specifications.
- The successful bidder at the time of execution of the contract _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
- Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
- The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
- The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
- A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will _____ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Village _____ Treasurer of Villa Park _____
The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Villa Park	DuPage	N/A	Ridge Road at Westmore Avenue

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Villa Park	DuPage	N/A	Ridge Road at Westmore Aven

SIGNATURES

(If an individual)

Bidder Signature & Date

--

Business Address

--

City

State

Zip Code

--

--

--

(If a partnership)

Firm Name

--

Signature & Date

--

Title

--

Business Address

--

City

State

Zip Code

--

--

--

Insert the Names and Addresses of all Partners

--

(If a corporation)



Corporate Name

Mauro Sewer Construction, Inc.

Signature & Date

<i>[Signature]</i> 5/20/25

Title

President

Business Address

1251 Redeker Rd.

City

State

Zip Code

Des Plaines

IL

60016

Insert Names of Officers

President

Pasquale Mauro

Attest:

Secretary

Secretary

Pasquale Mauro

Treasurer

RETURN WITH BID



SCHEDULE OF PRICES

Contractor's Name: **Mauro Sewer Construction, Inc.**
 Local Public Agency: **Village of Villa Park**
 County: **DuPage**
 Section: **N/A**
 Route: **Ridge Road**

Schedule for Multiple Bids

Combination Letter	Sections included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's proposal for making BASE BID improvements					
Item No.	Items	Unit	Quantity	Unit Price	Total
1	TRENCH BACKFILL	CU YD	1,004	\$44.00	\$44,176.00
2	INLET FILTERS	EACH	7	\$300.00	\$2,100.00
3	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	93	\$30.00	\$2,790.00
4	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1,580	\$15.00	\$23,700.00
5	DETECTABLE WARNINGS	SQ FT	10	\$100.00	\$1,000.00
6	DRIVEWAY PAVEMENT REMOVAL	SQ YD	93	\$25.00	\$2,325.00
7	SIDEWALK REMOVAL	SQ FT	1,580	\$3.25	\$5,135.00
8	STORM SEWER REMOVAL 18"	FOOT	49	\$25.00	\$1,225.00
9	MANHOLES TO BE RECONSTRUCTED	EACH	1	\$2,500.00	\$2,500.00
10	INLETS TO BE RECONSTRUCTED	EACH	2	\$1,250.00	\$2,500.00
11	ABANDON AND FILL EXISTING STORM SEWER	FOOT	40	\$200.00	\$8,000.00
12	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	93	\$70.00	\$6,510.00
13	12" X 12" NDS YARD DRAIN WITH GRATE	EACH	3	\$1,000.00	\$3,000.00
14	CLASS D PATCHES, SPECIAL	SQ YD	433	\$95.00	\$41,135.00
15	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	286	\$80.00	\$22,880.00
16	PARKWAY RESTORATION	SQ YD	394	\$20.00	\$7,880.00
17	CATCH BASIN, TYPE C, 2' DIAMETER	EACH	1	\$2,000.00	\$2,000.00
18	CATCH BASIN, TYPE A, 4' DIAMETER	EACH	3	\$6,000.00	\$18,000.00
19	MANHOLE, TYPE A, 4' DIAMETER	EACH	3	\$5,000.00	\$15,000.00
20	FRAMES AND LIDS, TYPE 1	EACH	4	\$500.00	\$2,000.00
21	FRAMES AND GRATES, TYPE 11	EACH	3	\$800.00	\$2,400.00
22	STORM SEWERS, PVC, 6" (SDR 26, ASTM D-2241)	FOOT	35	\$75.00	\$2,625.00
23	STORM SEWERS, PVC, 15" (SDR 26, ASTM D-2241)	FOOT	158	\$135.00	\$21,330.00
24	STORM SEWERS, RCP, 12"	FOOT	688	\$120.00	\$82,560.00
25	CONCRETE BULKHEAD	EACH	2	\$1,500.00	\$3,000.00

RETURN WITH BID

Item No.	Items	Unit	Quantity	Unit Price	Total
26	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	LSUM	1	\$45,000.00	\$45,000.00
27	CONSTRUCTION LAYOUT	LSUM	1	\$12,000.00	\$12,000.00
28	PRE-CONSTRUCTION VIDEO RECORDING	LSUM	1	\$2,000.00	\$2,000.00
29	WATER USAGE CREDIT	TGAL	15	\$8.85	\$132.75
30	WATER USAGE DEDUCTION	TGAL	15	(\$8.85)	(\$132.75)
31	CONTINGENCY ALLOWANCE	DOLLAR	15,000	\$1.00	\$15,000.00
	END OF SCHEDULE OF PRICES			BASE BID TOTAL=	\$399,771.00

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Local Public Agency Proposal Bid Bond

Local Public Agency Village of Villa Park	County DuPage	Section Number N/A
--	------------------	-----------------------

WE, Mauro Sewer Construction, Inc. as PRINCIPAL, and
Arch Insurance Company as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 10% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications; then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 20th of May, 2025
Day Month and Year

Principal

Company Name

N/A

Signature & Date

By:

Title

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety

Arch Insurance Company

Company Name

Mauro Sewer Construction, Inc.

Signature & Date

By:

Pasquale Mauro 5/20/25

Title

Pasquale Mauro, President

Signature of Attorney-in-Fact Signature & Date

By:

James Tragos James Tragos, Attorney-in-Fact

STATE OF IL
COUNTY OF DuPage

I, Kelly Catherine Martini, a Notary Public in and for said county do hereby certify that

Pasquale Mauro and James Tragos

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of May, 2025
Day Month and Year

Notary Public Signature & Date

Kelly Catherine Martini
Kelly Catherine Martini

Date commission expires 2-7-27

(SEAL, if required by the LPA)



Completed 09/26/24

Page 1 of 2



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Chris Bassler, James Tragos, Monical Kalman and Roneelynn Keift of Northbrook, IL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

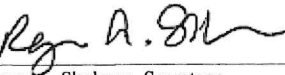
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 7th day of December, 2023.

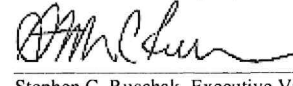
Attested and Certified


Regan A. Shulman, Secretary

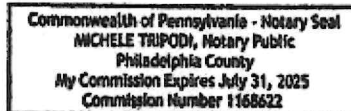
STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

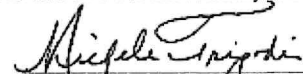


Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

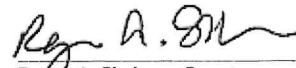



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated December 7, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 20th day of May, 2025.


Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Villa Park	DuPage	Ridge Road	N/A

All contractors are required to complete the following certification

- ☒ For this contract proposal or for all bidding groups in this deliver and install proposal.
☐ For the following deliver and install bidding groups in this material proposal.

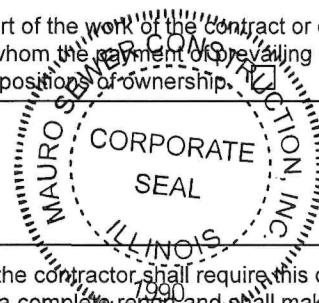
Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Chicagoland Laborers Training & Apprenticeship Program
Operating Engineers Local #150

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership.

N/A



The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder

Mauro Sewer Construction Inc.

Title

President

Signature & Date

[Signature] 5/29/25

Address

1251 Redeker Rd.

City

Des Plaines

State

IL

Zip Code

60016



Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Villa Park	DuPage	Ridge Road	N/A

I, Pasquale Mauro of Des Plaines, IL,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the President of Mauro Sewer Construction, Inc.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Mauro Sewer Construction, Inc., will maintain a business office in the
Bidder
State of Illinois, which will be located in Cook County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.



Signature & Date

Pasquale Mauro 5/20/25

Print Name of Affiant

Pasquale Mauro

Notary Public

State of IL

County DuPage

Signed (or subscribed or attested) before me on 5/20/25 by
(date)

Pasquale Mauro, authorized agent(s) of
(name/s of person/s)

Mauro Sewer Construction, Inc.
Bidder

Notary Public Signature & Date

Robert A. Sacco

My commission expires 2/15/27



Affidavit of Availability

For the Letting of Mauro Sewer Construction, Inc.



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	2504	2505	2508	2509	2510	
Contract With	LAKE VILLA	IRASCA	Rolling Meadows	Roselle	Palatine	
Estimated Completion Date	10/31/25	10/31/25	7/18/25	8/8/25	10/11/25	
Total Contract Price	229,880.00	2,690,558.00	689,988.00	968,954.00	1,787,970.00	
Uncompleted Dollar Value if Firm is the Prime Contractor	183,880.00	2,190,414.75	659,898.00	778,158.50	1,473,215.00	5,285,566.85
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						5,285,566.85

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage	183,880.00	2,190,414.75	659,898.00	778,158.50	1,473,215.00	
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals	183,880.00	2,190,414.75	659,898.00	778,158.50	1,473,215.00	

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	2504 1	2505 2	2506 3	2509 4	2510 Awards Pending
Subcontractor	R.S. Underground	R.W. Duntzman	Red Ants Boring	Impressive	Impressive
Type of Work	Drilling	Asphalt/Concrete	Drilling	Concrete	Concrete
Subcontract Price	46,000.00	429,659.25	30,100.00	31,715.00	75,805.00
Amount Uncompleted	46,000.00	429,659.25	30,100.00	31,715.00	75,805.00
Subcontractor		Central Boring		Schroeder	Tat
Type of Work		Drilling		Asphalt	Asphalt
Subcontract Price		125,280.00		122,650.00	207,960.00
Amount Uncompleted		125,280.00		122,650.00	207,960.00
Subcontractor		Precision		Seasonal	Conin
Type of Work		Pavement Marking		Landscaping	Landscaping
Subcontract Price		5,204.00		36,430.50	26,880.00
Amount Uncompleted		5,204.00		36,430.50	26,880.00
Subcontractor					Precision
Type of Work					Pavement Marking
Subcontract Price					4,110.00
Amount Uncompleted					4,110.00
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	46,000.00	500,143.25	30,100.00	190,795.50	314,755.00

Notary

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

PASquale Mauro

Title

President

Signature

[Signature]

Date

5/20/25

Company

Mauro Sewer Construction

Address

1251 Redeker Rd.

City

Des Plaines

State

IL.

Zip Code

60014

Subscribed and sworn to before me

this 20th day of May, 2025

Robert A. Sacco

(Signature of Notary Public)

My commission expires 2/15/27

"OFFICIAL SEAL"
ROBERT A. SACCO
Notary Public, State of Illinois
County of DuPage
My Commission Expires 02/15/2027

(Notary Seal)

☐ Add pages for additional contracts



**Illinois Department
of Transportation**

Certificate of Eligibility

Mauro Sewer Construction, Inc.
1251 Redeker Road Des Plaines, IL 60016

Contractor No 575B

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$1,500,000.00

001	EARTHWORK	\$1,000,000
012	DRAINAGE	\$1,500,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/1/2025 TO 4/30/2026 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/1/2025.


Engineer of Construction

Illinois State Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Operating Engineers

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

November 6, 2002
Date

JE 008780173
Registration No.



Ed. Chao
Secretary of Labor

Anthony J. Dineen
Assistant Secretary of Labor, Employer and Labor Division

United States Department of Labor



Bureau of Apprenticeship and Training

Certificate of Registration

Chicago and Laborers' Training & Apprenticeship Program

For the Trade of Construction Craft Laborers

Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

April 12, 1999

Date

11.017-0602

Registration No.

DOT # 869-463-580

Alfred M. Williams

Secretary of Labor

Anthony S. Scurie
Director, Bureau of Apprenticeship and Training

DOT Symbol 04151

Contractor's Name

Contractor's Address

City

State

Zip Code

STATE OF ILLINOIS

Local Public Agency

Village of Villa Park

County

DuPage

Section Number

N/A

Street Name/Road Name

Ridge Road at Westmore Avenue

Type of Funds

DCEO

☐ CONTRACT BOND (when required)**For a County and Road District Project**

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Villa Park	Ridge Road at Westmore Avenue	DuPage	N/A

- THIS AGREEMENT, made and concluded the _____ day of _____ between the _____
of _____, known as the party of the first part, and _____,
Local Public Agency Contractor
its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section N/A
in Village of Villa Park, approved by the Illinois Department of Transportation on _____, are essential
Local Public Agency Date
documents of this contract and are a part hereof.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest:

The _____ of _____
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of
Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Villa Park	DuPage	Ridge Road	N/A

Bond information to be returned to Local Public Agency at _____
Complete Address

We, _____
Contractor's Name and Address

a/an _____ organized under the laws of the State of _____ as PRINCIPAL, and
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of

Dollars (_____) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this _____ day of _____
Day Month and Year

PRINCIPAL

Company Name

By
Signature & Date

Attest
Signature & Date

Company Name

By
Signature & Date

Attest
Signature & Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Awarding Authority

Awarding Authority Signature & Date

Local Public Agency Type

Clerk

VILLAGE OF VILLA PARK
BUSINESS ENTERPRISE PROGRAM (BEP) UTILIZATION PLAN

UTILIZATION PLAN PART I: VENDOR COMMITMENT AND SIGNATURE

The undersigned Vendor submits this Utilization Plan as part of its bid or offer in accordance with the requirements of the Village of Villa Park's Ridge Road Drainage Improvements (DCEO Grant #21-413011) and the requirements of the Business Enterprise Program (BEP). The solicitation contains a requirement that a minimum of **28%** of the grant dollars will be performed by BEP-certified vendors as defined by the Commission on Equity and Inclusion (CEI). The minimum of **28%** of the grant dollars will be performed by BEP-certified vendors shall have a breakdown of the following: **18%** of the grant dollars shall go to minority-owned business enterprises (MBEs or WMBEs) and **10%** of the grant dollars shall go to women-owned business enterprises (WBEs or WMBEs) or persons with disabilities-owned business enterprises (PBE).

The Utilization Plan consists of the following parts, each of which must be completed and returned as instructed in this Commitment. No alterations of these forms will be permitted. One set of Parts I-II must be completed for the MBE/WMBE/WBE/PBE BEP requirement:

- Part I: Vendor Commitment and Signature
- Part II: Subcontractor Participation Agreement(s)
- Part IV: Utilization Plan Terms and Conditions (These terms and conditions apply to all options below but do not need to be returned.)

The undersigned Vendor acknowledges that (1) Vendor has read, understands, and agrees to BEP policies, rules, and procedures as defined in the Terms and Conditions in Part IV of this document, and (2) Vendor hereby affirms (**select one** of the options below):

- ☐ Vendor is a MBE/WMBE/WBE/PBE BEP certified firm and plans to fully meet the requirement through self-performance. (Return this Part I Signature Page only.)
- ☒ Vendor has identified BEP certified subcontractor(s) to fully meet the established MBE/WMBE/WBE/PBE BEP requirement. Only MBE/WMBE/WBE/PBE BEP certified subcontractors may be used to meet the MBE/WMBE/WBE/PBE BEP requirement if Vendor intends to meet the established requirement in whole or in part through the use of subcontractors. (Return this Part I Signature page and signed Part II Subcontractor Participation Agreement(s) to equal or exceed the requirement.)

The undersigned Vendor understands that all subcontractors identified in this Utilization Plan and Participation Agreement(s) must be certified with the Illinois Commission on Equity and Inclusion (CEI) Business Enterprise Program (BEP) at the time of submission of all bids/offers and shall perform commercially useful functions as defined in Part IV of this Utilization Plan. **We understand that compliance with this Utilization Plan is a mandated part of this solicitation and that this Utilization Plan will become a part of the contract, if awarded.** Failure to carry out the requirements of this Utilization Plan is a material breach of the resulting contract, which may result in the termination of the contract or such other remedy as the Agency deems appropriate.

Vendor Name and d/b/a: Mauro Sewer Construction, Inc.

Name: Pasquale Mauro Title: President

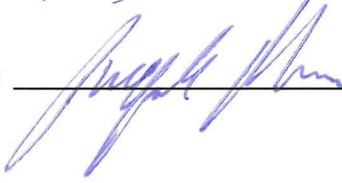
RETURN WITH BID

**VILLAGE OF VILLA PARK
BUSINESS ENTERPRISE PROGRAM (BEP) UTILIZATION PLAN**

Telephone: (847) 803-2033

Email: mauro@sewer-water.com

Signature: _____



Date: _____

5/20/25

RETURN WITH BID

VILLAGE OF VILLA PARK
BUSINESS ENTERPRISE PROGRAM (BEP) UTILIZATION PLAN

UTILIZATION PLAN PART II: SUBCONTRACTOR PARTICIPATION AGREEMENT

Instructions: The Prime Vendor is required to submit a separate, signed and **fully completed Participation Agreement** from each Business Enterprise Program (BEP) certified vendor. **Once signed and submitted with the bid, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a mandated part of the contract, if awarded.** The Prime Vendor shall not prohibit or otherwise limit the MBE/WMBE/WBE/PBE BEP certified vendor(s) from providing subcontractor quotes to other potential bidders.

Project Name: Ridge Road Drainage Improvements

Project Number: DCEO Grant #21-413011

Name of Prime Vendor: Mauro Sewer Construction

Address: 1251 Redeker Rd.

City, State, and Zip: Des Plaines, IL - 60016

Telephone: (847) 803-2033 Email: mauro@sewer-water.com

Prime Vendor's contact responsible for compliance with this Participation Agreement:

Carimi Lillo

Name of BEP Certified Vendor: Maria V Contracting Inc

Classification of BEP Certified Vendor: ☒ MBE ☒ WMBE ☒ WBE ☐ PBE

Address: 6934 W Diversey Ave

City, State, and Zip: Chicago, IL 60707

Telephone: 312-656-6372

Email: office@mariavcontracting.com

BEP Vendor's contact responsible for compliance with this Participation Agreement:

Deny Villegas - 312-358-5310

Type of Agreement: ☒ Services ☐ Supplies ☐ Both Services and Supplies

(a) Proposed % of Contract to be performed by the MBE/WMBE/WBE/PBE BEP Certified Vendor: 10 %
NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP Vendor.

(b) Anticipated start date of the Certified MBE/WMBE/WBE/PBE BEP Vendor: _____

RETURN WITH BID

VILLAGE OF VILLA PARK
BUSINESS ENTERPRISE PROGRAM (BEP) UTILIZATION PLAN

- (c) This participation agreement shall have a term of _____ to _____, with a total period of _____ years and _____ months, including renewals, change orders, or extensions to the underlying contract.
- (d) Description of work to be performed or goods/equipment to be provided by the MBE/WMBE/WBE/PBE BEP certified vendor. **This description must include identified National Institute for Public Procurement (NIGP) Class or Class Item codes.** All Participation Agreements shall be subject to Agency approval. Any changes involving or affecting the identified MBE/WMBE/WBE/PBE BEP certified vendor, scope(s) of work and NIGP Code(s) will not be permitted without notification to the soliciting Agency and BEP Compliance, in writing, and approval of the soliciting Agency. *(If more space is needed to fully describe BEP certified firm's proposed scope of work and/or payment schedule, attach additional sheets.)*

THE UNDERSIGNED PARTIES FURTHER AGREE that once signed and submitted with the bid, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a material part of the contract, and the MBE/WMBE/WBE/PBE BEP certified vendor will perform the scope of work for the percentage as indicated above. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Mauro Sewer Construction
Prime Vendor (Company Name and d/b/a)

Pasquale Mauro
Name (Print)

President
Title

[Signature] 5-20-25
Signature Date

Maria V Contracting Inc
Certified MBE/WMBE/WBE/PBE BEP
(Company Name and d/b/a)

Maria Villegas
Name (Print)

President
Title

[Signature] 5/20/25
Signature Date

Apprenticeship Goal

I/We hereby acknowledge that there is a **10%** apprenticeship goal for the Village of Villa Park's **Ridge Road Drainage Improvements**. The 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

Name: Maria Villegas

Title: President

Company: Maria V Contracting Inc

Signature: 

Date: 5/20/25

WBE



MARIAV. CONTRACTING, INC.

Date: 05/19/2025

PROJECT: Ridge Avenue Drainage Improvements
Village of Villa Park

Tax Exempt

Item No.	Pay Item Description	Unit of Measure	Quantity	Unit Price	Total Price
***	CLASS D PATCHES SPECIAL (6 INCH HMA)	SY	433	\$ 80.00	\$ 34,640.00
***	HMA DRIVEWAY PAVEMENT 4"	SY	94	\$ 55.00	\$ 5,170.00
Total:				\$	39,810.00

*** Notes: *** Price Includes 2 Mobilization(S), Additional Mobilizations will be \$5000.00 Per day

This is a quotation on the services named, subject to the conditions noted below unless otherwise stated:

- The asphalt prices used for this quote are subject to increase given the volatility of the
- Excludes – Any Night Work, Traffic Control, Surveying, Layout, Proof Rolling, Bonds, Permit and Other Fees.
- Also excludes any item not described in this proposal.
- Quote valid 15 days from the date of issue.
- Payment Terms: Net 30 Days.
- Subject to the standard terms and conditions of Maria V Contracting Inc.,

To accept this quotation, sign here and return: _____ Date: _____

Print Authorized Name and Title: _____

2818 N 73rd Street Elmwood Park IL 60707

Maria V Contracting Inc.,

P:312 656 6372

MBE, WBE & DBE

F:708 395 5603



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

OCT 10 2023

Maria Villegas
Maria V. Contracting, Inc.
2818 N. 73rd Ct.
Elmwood Park, IL 60707

RE: CONTINUATION OF CERTIFICATION

Dear Ms. Villegas:

We are pleased to inform you that **Maria V. Contracting, Inc.** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** and **Women-Owned Business Enterprise ("WBE")** by of Chicago ("City"). This recertification is a continuation of your previous certification which expired **August 1, 2023** and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 calendar days before your annual anniversary date of August 1st**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit 60 calendar days before your anniversary date of August 1st**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

You shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE/WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change.

You have an obligation to cooperate with the City with any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

If you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

237310 – Asphalt Paving (i.e., highway, road, street, public sidewalk)

238910 – Demolition Contractor

238910 – Excavation Contractors

484220 – Trucking Specialized Freight (except used goods), Local

562119 – Debris Removal Services

561990 – Flagging (i.e., traffic control) Services

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Tammi Morgan
Contracting Equity Officer

TM/etm



**VILLAGE OF VILLA PARK
BUSINESS ENTERPRISE PROGRAM (BEP) UTILIZATION PLAN**

UTILIZATION PLAN PART II: SUBCONTRACTOR PARTICIPATION AGREEMENT

Instructions: The Prime Vendor is required to submit a separate, signed and **fully completed Participation Agreement** from each Business Enterprise Program (BEP) certified vendor. **Once signed and submitted with the bid, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a mandated part of the contract, if awarded.** The Prime Vendor shall not prohibit or otherwise limit the MBE/WMBE/WBE/PBE BEP certified vendor(s) from providing subcontractor quotes to other potential bidders.

Project Name: Ridge Road Drainage Improvements

Project Number: DCEO Grant #21-413011

Name of Prime Vendor: Mauro Sewer Construction, Inc.

Address: 1251 Redeker Rd.

City, State, and Zip: Des Plaines, IL. 60016

Telephone: (847) 803-2033 **Email:** mauro@sewer-water.com

Prime Vendor's contact responsible for compliance with this Participation Agreement:

Carmie Lullo

Name of BEP Certified Vendor: Carrera Concrete Construction, Inc.

Classification of BEP Certified Vendor: ☒ MBE ☐ WMBE ☐ WBE ☐ PBE

Address: 1395 Louis Avenue

City, State, and Zip: Elk Grove Village, IL, 60007.

Telephone: (847) 290-3900 **Email:** karlo@carreraconcrete.com

BEP Vendor's contact responsible for compliance with this Participation Agreement:

Karlo Carrera

Type of Agreement: ☒ Services ☐ Supplies ☐ Both Services and Supplies

(a) Proposed % of Contract to be performed by the MBE/WMBE/WBE/PBE BEP Certified Vendor: 9 %
NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP Vendor.

(b) Anticipated start date of the Certified MBE/WMBE/WBE/PBE BEP Vendor: to be determined

RETURN WITH BID

**VILLAGE OF VILLA PARK
BUSINESS ENTERPRISE PROGRAM (BEP) UTILIZATION PLAN**

- (c) This participation agreement shall have a term of TBD to TBD, with a total period of TBD years and TBD months, including renewals, change orders, or extensions to the underlying contract.
- (d) Description of work to be performed or goods/equipment to be provided by the MBE/WMBE/WBE/PBE BEP certified vendor. **This description must include identified National Institute for Public Procurement (NIGP) Class or Class Item codes.** All Participation Agreements shall be subject to Agency approval. Any changes involving or affecting the identified MBE/WMBE/WBE/PBE BEP certified vendor, scope(s) of work and NIGP Code(s) will not be permitted without notification to the soliciting Agency and BEP Compliance, in writing, and approval of the soliciting Agency. *(If more space is needed to fully describe BEP certified firm's proposed scope of work and/or payment schedule, attach additional sheets.)*

THE UNDERSIGNED PARTIES FURTHER AGREE that once signed and submitted with the bid, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a material part of the contract, and the MBE/WMBE/WBE/PBE BEP certified vendor will perform the scope of work for the percentage as indicated above. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Mauro Sewer Construction
Prime Vendor (Company Name and d/b/a)

Pasquale Mauro
Name (Print)

President
Title

[Signature] 5-20-25
Signature Date

Carrera Concrete Construction, Inc.
Certified MBE/WMBE/WBE/PBE BEP
(Company Name and d/b/a)

Karlo Carrera
Name (Print)

Estimator
Title

Karlo Carrera 05/19/2025
Signature Date

CARRERA

CONCRETE CONSTRUCTION, INC.

MBE



1395 Louis Ave. Elk Grove Village, IL 60007 P (847) 290-3900 | F (847) 290-3901

Customer: Mauro Sewer Construcion, Inc.

05/19/25

Attention: Estimating

(P) 847-803-2033

(F) 847-803-2034

Project: Ridge Road Drainage Improvements

Village of Villa Park, IL

Base Bid

ITEM	DESCRIPTION	QUANTITY	UM	UNIT PRICE	LINE TOTAL
4	PCC SIDEWALK 5 INCH	1580.00	SF	\$12.50	\$19,750.00
5	DETECTABLE WARNINGS	10.00	SF	\$60.00	\$600.00
15	CONC. C&G REPLACEMENT	286.00	LF	\$50.00	\$14,300.00
TOTAL BID PRICE					\$34,650.00

EXCAVATION & REMOVALS NOT INCLUDED IN ANY OF THE ABOVE BID ITEMS

Exclusions: Any Walls, Footings or Foundations, Saw/Sealing; Any Stone Base, Temporary Aggregate or Back-Fill, HMA Pavement, QA/QC, PCC Back-Fill; Any Layout, Surveying, Shop Drawings, Mock-up Drawings, Resident Notification, Locates; Any Painting, Bollards, Stairs, Patching for Utility Work, Traffic Control; Any Winter Protection, Permits, Engineering, Restoration or Saturday work.

Notes: Proposal valid through 30 days past bid date. All work to be done based upon unit price above. All work priced per project schedule. Carrera will fine grade stone to be provided and placed by others (+/- one inch). Eight hour work days.

Please call or email Karlo Carrera (karlo@carreraconcrete.com) with any questions.



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

NOV 22 2021

Jose P. Carrera
Carrera Concrete Construction, Inc.
1395 Louis Ave.
Elk Grove Village, IL 60007

Dear Mr. Carrera:

We are pleased to inform you that **Carrera Concrete Construction, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **10/15/2026**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **10/15/2022, 10/15/2023, 10/15/2024, and 10/15/2025**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five-year certification will expire on **10/15/2026**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **8/15/2026**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities in the specialty area(s) of:

NAICS Code(s):

237310 - Concrete Paving (i.e., highway, road, street, public sidewalk)
237310 - Curbs and Street Gutters, Highway, Road and Street, Construction
237310 - Pavement, Highway, Road, Street, Bridge or Airport Runway, Construction
237310 - Sidewalk, Public, Construction
238110 - Concrete Pouring
238990 - Concrete Paving, Residential and Commercial Driveway and Parking Area
238990 - Curb and Gutter Construction, Residential and Commercial Driveway and Parking Area, Concrete

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Aileen Velazquez
Chief Procurement Officer

AV/kr

RETURN WITH BID

VILLAGE OF VILLA PARK
BUSINESS ENTERPRISE PROGRAM (BEP) UTILIZATION PLAN

UTILIZATION PLAN PART II: SUBCONTRACTOR PARTICIPATION AGREEMENT

Instructions: The Prime Vendor is required to submit a separate, signed and fully completed Participation Agreement from each Business Enterprise Program (BEP) certified vendor. Once signed and submitted with the bid, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a mandated part of the contract, if awarded. The Prime Vendor shall not prohibit or otherwise limit the MBE/WMBE/WBE/PBE BEP certified vendor(s) from providing subcontractor quotes to other potential bidders.

Project Name: Ridge Road Drainage Improvements

Project Number: DCEO Grant #21-413011

Name of Prime Vendor: Mauro Sewer Construction, Inc

Address: 1251 Redeker Rd.

City, State, and Zip: Des Plaines, IL. 60016

Telephone: (847) 803-2033 Email: mauro@sewer-water.com

Prime Vendor's contact responsible for compliance with this Participation Agreement:

Carmi Lullo

Name of BEP Certified Vendor: CONIN CONTRACTOR SERVICES, INC.

Classification of BEP Certified Vendor: ☐ MBE ☐ WMBE ☐ WBE ☐ PBE

Address: 1800 DOC WOLF DR PO BOX 1022

City, State, and Zip: BELVIDERE, IL 61008

Telephone: 815-596-0640 Email: CONIN.INC@GMAIL.COM

BEP Vendor's contact responsible for compliance with this Participation Agreement:

JOSE L. AGUILAR

Type of Agreement: ☒ Services ☐ Supplies ☐ Both Services and Supplies

(a) Proposed % of Contract to be performed by the MBE/WMBE/WBE/PBE BEP Certified Vendor: 1 %
NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP Vendor.

(b) Anticipated start date of the Certified MBE/WMBE/WBE/PBE BEP Vendor: to be determined

RETURN WITH BID

VILLAGE OF VILLA PARK
BUSINESS ENTERPRISE PROGRAM (BEP) UTILIZATION PLAN

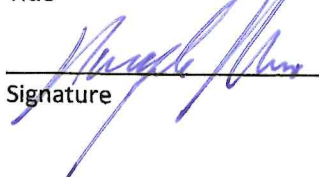
- (c) This participation agreement shall have a term of TBD to TBD, with a total period of TBD years and _____ months, including renewals, change orders, or extensions to the underlying contract.
- (d) Description of work to be performed or goods/equipment to be provided by the MBE/WMBE/WBE/PBE BEP certified vendor. **This description must include identified National Institute for Public Procurement (NIGP) Class or Class Item codes.** All Participation Agreements shall be subject to Agency approval. Any changes involving or affecting the identified MBE/WMBE/WBE/PBE BEP certified vendor, scope(s) of work and NIGP Code(s) will not be permitted without notification to the soliciting Agency and BEP Compliance, in writing, and approval of the soliciting Agency. *(If more space is needed to fully describe BEP certified firm's proposed scope of work and/or payment schedule, attach additional sheets.)*

THE UNDERSIGNED PARTIES FURTHER AGREE that once signed and submitted with the bid, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a material part of the contract, and the MBE/WMBE/WBE/PBE BEP certified vendor will perform the scope of work for the percentage as indicated above. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Mauro Sewer Construction
Prime Vendor (Company Name and d/b/a)

Pasquale Mauro
Name (Print)

President
Title

 5-20-25
Signature Date

CONIN CONTRACTOR SERVICES, INC.
Certified MBE/WMBE/WBE/PBE BEP
(Company Name and d/b/a)

JOSE L. AGUILAR
Name (Print)

PRESIDENT
Title

 5/20/2025
Signature Date

MBE



CONIN CONTRACTOR SERVICES, INC.
1800 DOC WOLF DR PO BOX 1022
BELVIDERE, IL 61008
815-596-0640
CONIN.INC@GMAIL.COM

DATE: 5/19/2025

CONTRACT: VILLAGE OF VILLA PARK- RIDGE RD DRAINAGE IMPROVEMENTS

PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	PARKWAY RESTORATION	394 SY		\$10.50	\$ 4,137.00
	INCLUDES TOPSOIL 6", SEED CL 1A, 19-19-19 FERT, DS75 BLANKET				
				TOTAL	\$4,137.00

EXCLUSIONS: BONDING, ALL TRAFFIC CONTROL, LAYOUT, STAKING, ENGINEERING, SPECIAL INSURANCE, INSURANCE
OVER CONTRACT LIMITS, RETAINAGE, SUBGRADE +/- .10", SPOIL REMOVAL.
QUOTE BASED ON STRAIGHT TIME, M-F 8 HR DAYS 7AM-3PM.
NO EXTRA WORK TO BE PERFORMED WITHOUT A SIGNED & APPROVED CHANGE ORDER.

CEI BEP: BE BEP Certification Activation Letter – IL UCP

1 message

State of Illinois Commission on Equity and Inclusion <ceibep@diversitysoftware.com>

Tue, Apr 4, 2023 at 10:59 AM

Reply-To: State of Illinois Commission on Equity and Inclusion <ceibep@diversitysoftware.com>

To: conin.inc@gmail.com



April 4, 2023

Mr. Jose Aguilar
Conin Inc.
[1800 Doc Wolf Dr](#)
PO BOX 1022
Belvidere, IL 61008

Re: BE Enrolled Business Enterprise Program (BE BEP)

Dear Mr. Jose Aguilar:

Congratulations, as Chairperson of the Illinois Commission on Equity and Inclusion (CEI), I would like to advise you that your business qualifies for enrollment in the new Be Enrolled Business Enterprise Certification Program (BE BEP). In January 2022, the Commission on Equity and Inclusion (CEI) was created to modernize the state's practices and protocols related to equity and inclusion in contracting and hiring. The BEP Program was removed from CMS and placed in CEI, whose mission is directly aligned with the mission of BEP. As we establish our new agency, CEI has been carefully reviewing all aspects of the BEP program and council. The BE BEP Certification Program was established to allow for the seamless activation state M/W/PBE certification and reduces duplicative red tape. CEI enrolled your business in the BE BEP Program based on the diversity certification issued by the City of Chicago's and/or Cook County's MWBE vendor directory OR certified within the IL UCP program by CTA, Pace, Metra, IDOT, or the City of Chicago.

Host Agency: ILUCP (CTA, Pace, Metra, or IDOT)**Renewal Date:** April 4, 2024**Certification Expiration Date:** April 4, 2024**Certification Type:** Minority Business Enterprise (MBE)

Your new BE BEP Certification is based on your business maintaining its certification with its initial host agency. The newly activated BE BEP Certification duration and commodity codes will match the existing certification held with the City of Chicago and/or Cook County. If the vendor's certification with the host agency expires or its bidding privileges are suspended, then your BE BEP Certification will also be suspended. You may however apply for full State of Illinois BEP Certification at cei.illinois.gov/bepvendor.

You will be notified by BEP through email to update your BE BEP Certification 60 days prior to the expiration of your host agency's certification and your BE BEP Certification.

Additionally, you must notify BEP within two weeks if any of the following changes occur:

- Changes in ownership
- Changes in who controls the business; or
- Changes in the business' certification status with the host organization.

Failure to notify BEP of these changes may result in the termination of the business' BE BEP Certification.

Activation of your BE BEP Certification has several benefits. Your business's name will be listed in the state's BEP Certified Vendor Directory, used by prime vendors to identify certified M/W/PBEs who can fulfill the state's minority contracting goals. Your business name will appear in the BEP Certified Vendor Directory as a Minority Business Enterprise (MBE). The State of Illinois uses National Institute of Government Purchasing (NIGP) commodity codes that have been translated from your NAICS codes to NIGP codes as listed below. The translation table may be accessed: <https://cei.illinois.gov/content/dam/soi/en/web/cei/documents/CEI%20BEP%20CROSSWALK.xls>

NIGP 90976: SITE WORK

NIGP 91313: CONSTRUCTION, BRIDGE AND DRAWBRIDGE, INCLUDING RECONSTRUCTION AND REHABILITATION

NIGP 91316: CONSTRUCTION, COMMUNICATION EQUIPMENT, INCLUDING ANTENNA TOWERS

NIGP 91484: TRADE SERVICES, CONSTRUCTION, (NOT OTHERWISE CLASSIFIED)

NIGP 98852: LANDSCAPING, INCLUDING DESIGN, FERTILIZING, PLANTING, ETC., NOT GROUNDS MAINTENANCE OR TREE TRIMMING SERVICES

Please note that there are four (4) Chief Procurement Officers (CPO) who exercise the state's procurement authority. Each of the four CPOs have a separate bulletin that publishes the state's solicitations and opportunities to bid for each of their respective portfolios. BEP strongly recommends **all** certified vendors register with **each** of the four State of Illinois Procurement [Bulletins](#) to ensure you receive notification of all prime and subcontractor bidding opportunities that match the goods and services your company provides.

State Procurement Sites:

Chief Procurement Officer of General Services has oversight of 65 state agencies:

- <https://www2.illinois.gov/cpo/pathwaytoprocurement/pages/bidbuy.aspx>
- www.illinoistollway.com

Chief Procurement Officer of Higher Education has oversight of 17 state universities:

- www.procure.stateuniv.state.il.us

Chief Procurement Officer of Capital Development Board (CDB) has oversight of CDB:

- www.illinois.gov/cdb

Illinois Department of Transportation:

- www.idot.illinois.gov

The Commission on Equity and Inclusion and BEP Council welcome your participation in the Business Enterprise Program and wish you continued success. If you have any comments, feel free to contact us via cei.bep.compliance@illinois.gov or call the BEP at 312-814-4190.

Sincerely,



Kellye A. Keyes, Esq. CPPB
Acting Chairperson/Executive Director,
Commission on Equity and Inclusion
Chairperson, Business Enterprise Council

This message was sent to: conin.inc@gmail.com
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**VILLAGE OF VILLA PARK
BUSINESS ENTERPRISE PROGRAM (BEP) UTILIZATION PLAN**

UTILIZATION PLAN PART II: SUBCONTRACTOR PARTICIPATION AGREEMENT

Instructions: The Prime Vendor is required to submit a separate, signed and fully completed Participation Agreement from each Business Enterprise Program (BEP) certified vendor. Once signed and submitted with the bid, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a mandated part of the contract, if awarded. The Prime Vendor shall not prohibit or otherwise limit the MBE/WMBE/WBE/PBE BEP certified vendor(s) from providing subcontractor quotes to other potential bidders.

Project Name: Ridge Road Drainage Improvements

Project Number: DCEO Grant #21-413011

Name of Prime Vendor: Mauro Sewer Construction

Address: 1251 Redeker Rd.

City, State, and Zip: Des Plaines, IL 60016

Telephone: (847) 803-2033 **Email:** mauro@sewer-water.com

Prime Vendor's contact responsible for compliance with this Participation Agreement:

Carmi Lullo

Name of BEP Certified Vendor: V L Molina Trucking Inc

Classification of BEP Certified Vendor: ☒ MBE ☐ WMBE ☒ WBE ☐ PBE

Address: 813 Heritage Dr

City, State, and Zip: MT Prospect IL 60056

Telephone: 847-344-8441 **Email:** Sandra@vlmolina trucking.com

BEP Vendor's contact responsible for compliance with this Participation Agreement:

Sandra Molina

Type of Agreement: ☐ Services ☐ Supplies ☐ Both Services and Supplies

(a) Proposed % of Contract to be performed by the MBE/WMBE/WBE/PBE BEP Certified Vendor: 8 %
NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP Vendor.

(b) Anticipated start date of the Certified MBE/WMBE/WBE/PBE BEP Vendor: TBD

**VILLAGE OF VILLA PARK
BUSINESS ENTERPRISE PROGRAM (BEP) UTILIZATION PLAN**

- (c) This participation agreement shall have a term of 180 to 180, with a total period of 180 years and _____ months, including renewals, change orders, or extensions to the underlying contract.
- (d) Description of work to be performed or goods/equipment to be provided by the MBE/WMBE/WBE/PBE BEP certified vendor. This description must include identified National Institute for Public Procurement (NIGP) Class or Class Item codes. All Participation Agreements shall be subject to Agency approval. Any changes involving or affecting the identified MBE/WMBE/WBE/PBE BEP certified vendor, scope(s) of work and NIGP Code(s) will not be permitted without notification to the soliciting Agency and BEP Compliance, in writing, and approval of the soliciting Agency. *(If more space is needed to fully describe BEP certified firm's proposed scope of work and/or payment schedule, attach additional sheets.)*

THE UNDERSIGNED PARTIES FURTHER AGREE that once signed and submitted with the bid, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a material part of the contract, and the MBE/WMBE/WBE/PBE BEP certified vendor will perform the scope of work for the percentage as indicated above. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Mauro Sewer Construction
Prime Vendor (Company Name and d/b/a)

Pasquale Mauro
Name (Print)

President
Title

[Signature] 5-20-25
Signature Date

VEL Molina Trucking INC
Certified MBE/WMBE/WBE/PBE BEP
(Company Name and d/b/a)

Sandra Molina
Name (Print)

President
Title

[Signature]
Signature Date

813 Heritage Dr
Mt Prospect, IL 60056
Phone: 847-344-8441
Fax: 847-376-8788



2025 Hourly Rate

Mbe, Dbe, Wbe Day Hourly semi-trucks

\$140.00 an hour plus 1 hour travel time



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

DEC - 5 2023

Sandra Molina
V & L Molina Trucking, Inc.
813 Heritage Dr.
Mt. Prospect, IL 60056

Re: WBE Expansion Request

Dear Ms. Molina:

We have received your request for an expansion of your current certification as a **Minority-Owned Business Enterprise ("MBE")** with the City of Chicago.

On the basis of our review and supporting documentation, an expansion of your MBE certification has been granted to include certification as a **Women-Owned Business Enterprise ("WBE")** in the following specialty area:

NAICS Code(s):

48420 – Specialized Freight (except used goods) Trucking, Local

Your MBE certification letter will be amended to incorporate your expansion.

Please note: The City may commence actions to decertify your firm if you fail to notify us of any changes of facts affecting your firm's eligibility for certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Decertification procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's participation on City contracts will be credited only toward MBE/WBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE/WBE goals will be given only for work done in the specialty category.

If you have any questions, please call our office at 312-744-4900. Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Tammi Morgan
Contracting Equity Officer

TM/kr

Apprenticeship Goal

I/We hereby acknowledge that there is a **10%** apprenticeship goal for the Village of Villa Park's **Ridge Road Drainage Improvements**. The 10% apprenticeship goal applies to all prevailing wage eligible work performed on the entire project.

Name: Pasquale Mauro

Title: President

Company: Mauro Sewer Construction, Inc.

Signature: 

Date: 5/20/25

**STATE OF ILLINOIS BUSINESS ENTERPRISE PROGRAM
UTILIZATION PLAN**

UTILIZATION PLAN PART IV: TERMS OF UTILIZATION

DEFINITIONS:

"Agency" shall be defined as any State Agency, Board, or Commission under the jurisdiction of the Governor of the State of Illinois.

"University" shall be defined as any University, Department, public institution of higher education, and/or community college district within the State of Illinois.

"Business owned by a person with a disability" or "PBE" means a business concern that is at least 51% owned by one or more persons with a disability and the management and daily business operations of which are controlled by one or more of the persons with disabilities who own it. A not-for-profit agency for persons with disabilities as defined in Section 45-35 of the Illinois Procurement Code is also considered a "business owned by a person with a disability."

"Certification" means a determination made by the Council or by one delegated authority from the Council to make certifications, or by a State agency with statutory authority to make such a certification, that a business entity is a business owned by a minority, woman, or person with a disability for whatever purpose. A business owned and controlled by women shall be certified as a "woman owned business". A business owned and controlled by women who are also minorities shall be certified as both a "woman owned business" and a "minority owned business".

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"Compliance" means that a contractor has correctly implemented the requirements of this Utilization Plan.

"Contract Specific Goals" means the goals established under the Agency/University's supplier diversity program that are based upon relevant factors, including, but not limited to, the availability of diverse businesses in the scopes of work of the contract.

"Contractor" means any person or business entity that has entered into a contract with the Agency/University, and includes all partners, affiliates, and joint ventures of such person or entity.

"Control" means the exclusive or ultimate and sole control of the business including, but not limited to, capital investment and all other financial matters, property, acquisitions, contract negotiations, legal matters, officer-director-employee selection and comprehensive hiring, operating responsibilities, cost-control matters, income and dividend matters, financial transactions and rights of other shareholders or joint partners. Control shall be real, substantial and continuing, not pro forma. Control shall include the power to direct or cause the direction of the management and policies of the business and to make the day-to-day as well as major decisions in matters of policy, management and operations. Control shall be exemplified by possessing the requisite knowledge

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UTILIZATION PLAN**

and expertise to run the particular business and control shall not include simple majority or absentee ownership.

"Council" means the Business Enterprise Council for Minorities, Women and Persons with Disabilities.

"Diverse Firms" shall mean businesses owned by minorities, women, and persons with disabilities. Also to include, qualified service-disabled veteran-owned small businesses and qualified veteran-owned small businesses.

"Woman" shall mean a person who is a citizen or lawful permanent resident of the United States and who is of the female gender.

"Woman-owned business" of "WBE" means a business concern which is at least 51% owned by one or more women, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own it.

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal by its scope, intensity, and appropriateness to the objective, that can reasonably be expected to fulfill the program's requirements.

"Joint Venture" means an association of a diverse firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the diverse firm is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

"Manufacturer" refers to a company that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

"Minority-owned business" or "MBE" means a business concern which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.

"Minority person" shall mean a person who is a citizen or lawful permanent resident of the United States and who is any of the following:

(a) American Indian or Alaska Native (a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment).

(b) Asian (a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam).

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(c) Black or African American (a person having origins in any of the black racial groups of Africa). Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American".

(d) Hispanic or Latino (a person of Cuban, Mexican, Puerto Rican, South or Central

(e) American, or other Spanish culture or origin, regardless of race).

(f) Native Hawaiian or Other Pacific Islander (a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands).

"NIGP Class and Class Item Codes" identify the scope(s) of work as defined by the National Institute of Governmental Procurements. This five-digit code establishes and defines the detailed scope(s) of work for the contract. The first three digits of the NIGP code represents the Class or broad category of the work to be performed, and the second two digits of the NIGP code identify a more specific focus of work within the Class category.

"Owned" means having all the customary incidents of ownership, including the right of disposition, and the sharing in all risks and profits commensurate with the degree of ownership interest.

"Person with a disability" means a person who is a citizen or lawful resident of the United States and is a person qualifying as being disabled under subdivision (Illinois Compiled Statutes 30 ILCS 575/2 subsection A).

"Qualified service-disabled veteran" means a veteran who has been found to have 10% or more service-connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.

"Qualified service-disabled veteran-owned small business" or "SDVOSB" means a small business (i) that is at least 51% owned by one or more qualified service-disabled veterans living in Illinois or, in the case of a corporation, at least 51% of the stock of which is owned by one or more qualified service-disabled veterans living in Illinois; (ii) that has its home office in Illinois; and (iii) for which items (i) and (ii) are factually verified annually by the Commission on Equity and Inclusion.

"Qualified veteran-owned small business" or "VOSB" means a small business (i) that is at least 51% owned by one or more qualified veterans living in Illinois or, in the case of a corporation, at least 51% of the stock of which is owned by one or more qualified veterans living in Illinois; (ii) that has its home office in Illinois; and (iii) for which items (i) and (ii) are factually verified annually by the Commission on Equity and Inclusion.

"Regular Dealer" means a business that owns, operates, or maintains a store, warehouse, or other establishment in which the supplies, equipment, or goods (excluding software licenses) of the general character required for the Procurement are bought, kept in stock, and regularly sold or leased in the usual course of business. To be a Regular Dealer, the business must be an established business that engages, as its principal business and under its own name, in the Procurement and sale or lease of the products in question. A business may be a Regular Dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the business both owns and operates distribution equipment

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UTILIZATION PLAN**

for the products. Any supplementing of such business' distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, manufacturer representatives, or other businesses who arrange or expedite transactions are not Regular Dealers.

"State contracts" means all contracts entered into by the State, any agency or department thereof, or any public institution of higher education, including community college districts, regardless of the source of the funds with which the contracts are paid, which are not subject to federal reimbursement. "State contracts" does not include contracts awarded by a retirement system, pension fund, or investment board subject to Section 1-109.1 of the Illinois Pension Code. This definition shall control over any existing definition under this Act or applicable administrative rule.

"Supplier" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in bulk items such as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

"Utilization Plan" means a form and additional documentation included in all bids or proposals that demonstrates a vendor's proposed utilization of vendors certified by the Business Enterprise Program to meet the targeted goal. The Utilization Plan shall demonstrate that the Vendor has either: (1) met the entire contract goal or (2) requested a full or partial waiver and made Good Faith Efforts towards meeting the goal.

Business Enterprise Program Aspirational Goal

The Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575, establishes an aspirational goal of awarding not less than 20% of the total dollar amount of State contracts to businesses certified as owned and controlled by minorities, women, and persons with disabilities. 30 ILCS 575/4(a).

Section 45-75 of the Illinois Procurement Code, 30 ILCS 500, establishes a goal to award not less than 3% of the total dollar amount of State contracts to SDVOSBs and VOSBs.

This solicitation includes Business Enterprise Program (BEP) and/or Veterans Business Program participation goals and, therefore, requires bidders and offerors to include a BEP Utilization Plan and a VSB Utilization Plan. A "Utilization Plan" includes the form on page 1 of this document, with the Participation Agreement and Schedule(s); any additional documentation required in the instructions that demonstrates a commitment to utilizing certified BEP/VSB subcontractors to meet the targeted, contract-specific goal, described below; and documentation demonstrating Good Faith Effort when requesting a goal waiver or reduction.

STATE OF ILLINOIS BUSINESS ENTERPRISE PROGRAM UTILIZATION PLAN

A properly completed BEP Utilization Plan and VSB Utilization Plan is due at the time of bid or offer submission. Failure to complete and include a BEP Utilization Plan shall render a bid or offer non-responsive. 30 ILCS 575/4(f). Non-responsive bids and offers will be rejected by the Agency/University.

In addition to the other award criteria established for this solicitation, the Agency/University will award this contract to a Vendor that meets the contract-specific goal or makes Good Faith Efforts to meet the goal. The goal is applicable to the contract, amendments, modifications, extensions, change orders, and allowances. The Vendor's Utilization Plan must indicate whether the goal will be met by self-performance or by subcontracting. If the prime Vendor is BEP certified, the entire goal can be met by Prime Vendor self-performance, without subcontracting with another certified BEP vendor. If the prime Vendor is VSB certified, the entire VSB goal can be met by Prime Vendor self-performance. However, the prime BEP or VSB Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance. If a prime Vendor subcontracts any portion of a contract to non-BEP/VSB certified subcontractors, the amount paid for goods or services delivered by those subcontractors will not be counted toward the goal.

Contract (Specific) Goal to be Achieved by Vendor

This solicitation includes a contract-specific BEP/VSB participation **goal** based on certified BEP/VSB vendors available to perform anticipated services and/or provide supplies required by this solicitation. The availability of certified BEP/VSB vendors was determined using The Institute for Public Procurement (NIGP Class and Class Item) codes listed in the Invitation for Bid (IFB), Request for Proposal (RFP), Request for Qualifications (RFQ), or other solicitation documents.

Prime Vendors must only consider NIGP Class and Class Item codes referenced in solicitation documents when selecting BEP/VSB subcontractors or completing a Good Faith Effort. Subject to State Agency/University approval, the Prime Vendor may utilize additional codes to identify BEP/VSB vendors that will be able to perform a commercially useful function under the resulting contract through direct participation. Indirect participation will not be considered towards BEP/VSB goals. Direct participation includes work that is directly related to the completion of the scope of work of the contract. Indirect participation includes work related to other aspects of the Contractor's business. The NIGP Class and Class Item codes listed in the solicitation documents, as well as any additional codes selected by the Prime Vendor and approved by the contracting Agency/University, must be entered in Part II: Participation Agreement and Part III: Good Faith Effort Log sections of this Utilization Plan. Bidders seeking a Good Faith Effort waiver or goal reduction must contact **all** BEP/VSB vendors identified for respective NIGP Class and Class Item commodity/service codes listed in the solicitation documents.

The Prime Vendor must also enter into the Participation Agreement its plan to utilize each BEP/VSB subcontractor, including: (a) the proposed percentage of the contract to be performed by each BEP/VSB subcontractor; (b) the anticipated start date for each BEP/VSB subcontractor; (c) the anticipated dates and time periods of utilization of each BEP/VSB subcontractor; and (d) a detailed description of the work to be performed by each BEP/VSB subcontractor, including identified NIGP Class and Class Item commodity/service codes.

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This Utilization Plan must demonstrate that the prime Vendor has either: (1) met the entire contract goal; or (2) requested a full waiver and made Good Faith Efforts towards meeting the entire goal; or (3) requested a goal reduction and made Good Faith Efforts towards meeting a portion of the goal. Submission of Good Faith Effort log and appropriate documentation by Vendor shall be considered as a request for a full or partial goal waiver.

For a Utilization Plan to be considered, at the time of bid or offer, the submitting prime BEP/VSB vendor, if self-performing, or non-BEP/VSB submitting prime Vendor's proposed BEP/VSB subcontractor(s), must be certified with the Illinois Commission on Equity and Inclusion (CEI) Business Enterprise Program as a BEP certified vendor, and Sheltered Workshops must be registered with the State for procurements containing a State Use Program category.

1. Where there is a **joint venture** between a certified and non-certified vendor, the Utilization Plan must include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their rights and responsibilities to the prospective contract. The Joint Venture Agreement must clearly evidence that the BEP/VSB certified vendor will be responsible for a defined portion of the work and its responsibilities, risks, profits, contributions of capital, and personnel are proportionate to its ownership/interest percentage, as well as identifying the appropriate and specific NIGP Class and Class Item codes. It must include specific details related to the parties' contributions of capital, personnel, equipment, share of costs, insurance coverage, and other items; the scopes to be performed by BEP/VSB certified vendor(s) under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP/VSB certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will **only** be credited toward BEP/VSB goal achievements for specific work performed by the BEP Certified Joint Venture Vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the Agency/University.**

2. An agreement between a prime Vendor and a BEP/VSB certified vendor in which a BEP/VSB certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency/University may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency/University in submitting to interviews, allowing entry to business places, providing documentation, and to soliciting the cooperation of a proposed BEP/VSB certified vendor during investigation. Failure to cooperate by a Vendor and/or BEP/VSB certified vendor may render the bidder or offeror non-responsive or not responsible. **A contract will not be awarded to a Vendor unless that Vendor's Utilization Plan is found responsive.**

3. **BEP/VSB Certified Vendor Locator References: Firms must be certified with CEI as BEP/VSB certified vendors at the time of bid or qualify for credit toward the goal through participation in the BEP Mentor/Protégé Program.** Vendors may consult CEI's BEP Vendor Directory at <https://ceibep.diversitysoftware.com/?TN=ceibep>.

4. **Vendor Assurance:** Vendor shall not discriminate based on race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of the contract, which may result in the termination of the

**STATE OF ILLINOIS BUSINESS ENTERPRISE PROGRAM
UTILIZATION PLAN**

contract or such other remedy, as the Agency/University deems appropriate. **This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.**

5. Calculating BEP/VSB Certified Vendor Participation: The Utilization Plan and Participation Agreement(s) identify work and/or goods/equipment anticipated to be provided by all BEP/VSB certified vendors and paid for upon satisfactory completion/delivery, based on NIGP Class and Class Item Code(s). **Only the value of payments made for services performed and/or actual supplies/goods/equipment provided by BEP/VSB certified vendors is counted toward the contract goal.** Applicable guidelines for counting payments attributable to contract goals are summarized below.

5.1. The value of performed work and/or goods/equipment provided by the BEP/VSB certified vendor for the resulting contract shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP/VSB certified vendor, including supplies purchased or equipment leased by the BEP/VSB certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.

5.2. A BEP certified prime Vendor shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the BEP/VSB certified prime Vendor self-performs toward the goal. A BEP/VSB certified prime Vendor shall also count the dollar value of work subcontracted to other BEP/VSB certified vendors. **Work performed by non-BEP/VSB certified parties shall not be counted toward the goal, including work that a BEP/VSB certified vendor subcontracts to non-BEP/VSB certified vendors.**

5.3. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP/VSB certified vendor manufacturer, regular dealer, or supplier. A Vendor shall also count toward the goal the following expenditures to BEP/VSB certified vendors that are not manufacturers, regular dealers, or suppliers:

5.3.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.3.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP/VSB certified vendor's trucking

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firm must actually be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract; and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

- 5.3.3.** The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.4.** BEP/VSB certified vendors who are performing on a contract as second-tier subcontractors (i.e., subcontractors hired by first-tier subcontractors to perform on the contract) may be counted in meeting the established BEP/VSB goal for this contract where the Prime Vendor will provide monthly documentation indicating the utilization of these vendors by reporting the utilization to the BEP at <https://ceibep.diversitysoftware.com/?TN=ceibep> for State Agencies and by contacting the contract administrator for Universities.
- 5.5.** A Vendor shall count towards the goal only expenditures to BEP/VSB firms that perform a **commercially useful function constituting direct participation** in the work of the contract.
- 5.5.1.** A firm is considered to perform a **commercially useful function** when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP/VSB certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the materials or supplies. To determine whether a firm is performing a commercially useful function, the Agency/University shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it actually performs, the credit claimed for its performance of the work, industry practices, and other relevant factors.
- 5.5.2.** A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through to obtain BEP/VSB certified vendor participation. In determining whether a BEP/VSB certified vendor is such an extra participant, the Agency/University shall examine industry practices and similar transactions, particularly those in which BEP/VSB certified vendors actually participate in a meaningful way.
- 5.6.** A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services and/or goods

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that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include, but are not limited to, general office overhead and other Vendor support activities, unless allowed by the Agency/University.

6. Good Faith Effort Procedures: Prime Vendors must submit in their bid a Utilization Plan and Participation Agreement(s) that meet or exceed the published goal. If a Prime Vendor cannot meet the stated goal, it must fill out and attach Part III of this document, explaining the Good Faith Efforts it undertook to meet the goal, including contacting all certified BEP/VSB vendors that fall under the scope of work/NIGP Class and Class Item codes identified in the solicitation documentation. Utilization Plans and attached documentation are due at the time of bid or offer submission. The Business Enterprise Council ("Council") or its delegate will consider the quality, quantity, and intensity of the Vendor's efforts to meet the BEP goal. The procuring Agency/University will consider the quality, quantity, and intensity of the Vendor's efforts to meet the VSB goal.

The Utilization Plan contains a checklist of actions that the Council or its delegate will consider as evidence of Vendor's Good Faith Efforts to meet the BEP goal and that the Agency/University will consider as evidence of Vendor's Good Faith Efforts to meet the VSB goal. Documentation that alters or replaces the Utilization Plan and/or Participation Agreement(s), other than supplemental documentation, will not be considered during the Utilization Plan review.

6.1. In evaluating Vendor's Good Faith Efforts, the Council, its delegate, or an Agency/University as applicable may consider whether the ability of other bidders or offerors to meet the contract goal suggests that Good Faith Efforts could have resulted in Vendor meeting the goal.

6.2. If the Council, its delegate, or an Agency/University determines that Vendor has made Good Faith Efforts to meet the BEP and VSB goal, respectively, the Agency/University may award the contract provided that Vendor is otherwise eligible for award.

6.3. If the Council, its delegate, or an Agency/University, as applicable, determines that Good Faith Efforts have not been met, the bid or offer may be determined to be non-responsive by the Chief Procurement Officer.

7. Contract Compliance: Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan and Participation Agreement(s). **After approval of the Utilization Plan and Participation Agreement(s) as well as the award of the contract, the Utilization Plan, including all applicable Parts, becomes part of the contract.** If a Prime Vendor requested a waiver due to its inability to obtain BEP/VSB certified vendor participation equal to or exceeding the goal, and the Utilization Plan was approved and contract awarded based upon a determination of Good Faith Effort, the total dollar value of BEP/VSB certified vendor work in the approved Utilization Plan, calculated as a percentage of the total awarded contract value, shall become the final contract goal.

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- 7.1.** The Utilization Plan and Participation Agreement(s) may not be amended after contract execution without Agency/University prior written approval.
- 7.2.** **Vendor may not make modifications to its contractual BEP/VSB certified vendor commitments or substitute BEP/VSB certified vendors without the prior written Agency/University approval.** Unauthorized modifications or substitutions, including performing the work designated for a BEP/VSB certified vendor with Vendor's own forces, shall be a violation of the Utilization Plan and therefore a breach of the contract, cause to terminate the contract, and cause to seek other contract remedies or sanctions. For Agency/University approval of modifications or substitutions, the facts supporting the modifications or substitutions must not have been known nor reasonably should have been known by the parties prior to entering into the contract and/or subcontract. Vendor must negotiate with BEP/VSB certified vendors to resolve problems. Where there has been a mistake or disagreement about the scope of work and/or goods/equipment required by the contract, the BEP/VSB certified vendor can be substituted, but only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods and/or equipment. Any subsequent change **must** be submitted to the soliciting Agency/University and BEP Secretary, in writing, and approved by the soliciting Agency/University.
- 7.3.** Substitutions of a BEP/VSB certified vendor may be permitted under the following circumstances:
- 7.3.1.** Unavailability after receipt of reasonable notice to proceed;
 - 7.3.2.** Failure of performance;
 - 7.3.3.** Financial incapacity;
 - 7.3.4.** Refusal by the BEP/VSB certified vendor to honor the bid or proposal price or scope;
 - 7.3.5.** Material mistake of fact or law about the elements of the scope of work of a contract where a reasonable price cannot be agreed upon;
 - 7.3.6.** Failure of the BEP/VSB certified vendor to meet insurance, licensing or bonding requirements;
 - 7.3.7.** The BEP/VSB certified vendor's withdrawal of its bid or offer; and/or
 - 7.3.8.** Failure of the BEP/VSB certified vendor to maintain certification.
- 7.4.** If it becomes necessary to substitute a BEP/VSB certified vendor, the prime Vendor must notify the Agency/University and BEP Secretary, in writing, of the request to substitute a BEP/VSB certified vendor or otherwise modify the Utilization Plan and

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Participation Agreement(s). The request must state specific reasons for the substitution or modification. The Agency/University shall notify the Council or its delegate of the request to substitute a BEP/VSB certified vendor or change the Utilization Plan and Participation Agreement(s). The Agency/University will approve or deny a request for substitution or other change in the Utilization Plan and/or Participation Agreement(s) within five business days of receipt of the request or may request a BEP review of the documentation.

- 7.5.** Where Vendor has established the basis for the substitution to the satisfaction of the Agency/University, it must make Good Faith Efforts to meet the contract goal by substituting one or more BEP/VSB certified vendors. Documentation of a replacement BEP certified vendor, or of Good Faith Efforts to replace the BEP/VSB certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and Good Faith Efforts have been made, Vendor may substitute with a non-BEP/VSB certified vendor.
- 7.6.** Prime Vendors are encouraged to utilize BEP/VSB certified firms. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan and this increases BEP/VSB participation, Vendor must obtain the approval of the Agency/University to modify the Utilization Plan and must make Good Faith Efforts to ensure that BEP/VSB certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.7.** If the Prime Vendor wishes to substitute its BEP/VSB certified subcontractor, a BEP/VSB certified vendor Utilization Plan and Participation Agreement must be executed and submitted to the Agency/University within five (5) business days of Vendor's receipt of the Agency/University approval for the substitution. The Agency/University must supply the new BEP Utilization Plan and Participation Agreement(s) to the BEP Secretary or their designee.
- 7.8.** Vendor shall maintain a record of all relevant data with respect to the utilization of BEP/VSB certified vendors including, but not limited to, payroll records, invoices, canceled checks and books of account for a period of at least three (3) years after the completion of the contract. If the contract administrator is an Agency, Vendor shall submit monthly reports to BEP via the B2G Now Diversity Contract Monitoring System (DCMS) reporting system. **If the contract administrator is a University, Vendor shall contact the contract administrator to obtain reporting requirements.** Full access to these records shall be granted by Vendor within 48 hours of a written demand by the Agency/University, BEP Secretary, or any duly authorized representative thereof, or to any municipal, county, State or federal authorities. The Agency/University shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than thirty (30) calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments

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made to the BEP certified vendor under the contract at <https://ceibep.diversitysoftware.com/?TN=ceibep> for contracts administered by Agencies. For contracts administered by Universities, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP/VSB certified vendor under the contract in the manner prescribed by the University contract administrator. **Vendor's failure to submit monthly reports shall constitute a material breach of this contract and subject Vendor to the remedies and penalties described in Section 7.10. For contracts administered by Agencies, The Prime Vendor and BEP subcontractors will receive notification and instructions after the start of the contract for reporting to BEP's DCMS. Failure to report contractual spend or lack of spend monthly reporting may result in a contractual breach.**

- 7.9.** The Agency/University will annually review Vendor's compliance with these provisions and the terms of its contract. Executive Order Number 2018-06 requires review of contractual language regarding cancelation of contracts deemed not to be compliant with the BEP. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan and Participation Agreement(s); failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan; or provision of false or misleading information or statements concerning compliance, certification status or eligibility of a BEP certified vendor, Good Faith Efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency/University to declare a default, terminate the contract, and/or exercise those remedies provided for in the contract, law and equity.
- 7.10.** The Agency/University reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan and Participation Agreement(s).

ADDENDUM NO. 1

DATE: May 05, 2025

FROM: Village of Villa Park Public Works Department

TO: All Plan Holders

PROJECT: **Ridge Road Drainage Improvements**

The Bidding Documents for the subject project are hereby amended as follows.

1. The 28% BEP breakdown goals. Replace pages 1 – 3 of Village of Villa Park BEP Utilization Plan with attached.
 - a. 18% Minority-Owned or Women-Minority-Owned
 - b. 10% Women-Owned or Women-Minority-Owned or Persons-with-Disabilities-Owned
2. The project has an apprenticeship goal of 10%. Add Apprenticeship Goal form to Bidding Documents

Nothing in this Addendum shall be construed as changing other requirements of the Bidding Documents. The Acknowledgement Form that follows must be filled out and returned with the Bid.

END OF ADDENDUM NO. 1

ADDENDUM NO. 1 ACKNOWLEDGMENT FORM

I/We hereby acknowledge receipt of the following documents pertaining to **ADDENDUM No. 1** to the Bidding Documents for the Village of Villa Park's **Ridge Road Drainage Improvements**.

Name: Kelly Martini

Title: Project Manager Asst.

Company: Mauro Sewer Construction, Inc.

Signature: Kelly Martini

Date: 5/5/25

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SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2022 (referred to hereinafter as the “Standard Specifications”); the “Supplemental Specifications and Recurring Special Provisions”, adopted January 1, 2025; the “Illinois Manual on Uniform Traffic Control Devices For Streets and Highways”, latest edition (referred to hereinafter as the “IMUTCD”); and the “Standard Specifications for Water and Sewer Construction in Illinois”, latest edition (referred to hereinafter as the “Water and Sewer Specifications”). In case of conflict with any part or parts of said Specifications, these Special Provisions shall take precedence and shall govern. Where no conflict exists, the said Specifications shall apply to this Contract as if repeated in their entirety herein.

DEFINITIONS

Contractor. The individual, firm, partnership, joint venture, or corporation contracting with the Village of Villa Park for performance of prescribed work.

Department, Owner or Village. The Village of Villa Park, County of DuPage, State of Illinois.

Engineer. The Resident Engineer who is the authorized representative of the Village of Villa Park in immediate charge of the engineering details of a construction project.

LOCATION OF PROJECT

The project known as Ridge Road Drainage Improvements involves stormwater and drainage improvements along Ridge Road between Westmore Avenue and Roy Drive in Village of Villa Park, DuPage County, Illinois. The approximate project length is 779 feet (0.15 miles), a location map is shown on the cover of the plans.

DESCRIPTION OF PROJECT

Project improvements consists of stormwater and drainage improvements including the installation of approximately 900 linear feet of storm sewer varying in size from 6” to 15”, the installation of manholes, inlets and catch basins, pavement and driveway removal and replacement, earth excavation, combination concrete curb and gutter removal and installation, parkway restoration, sidewalk removal and replacement, and other related and incidental work necessary to complete the improvements as shown on the plans and as described herein.

GENERAL SPECIAL PROVISIONS

QUALIFICATIONS OF BIDDERS

Bidders shall comply with all applicable Federal, State, and local laws and requirements, and will further meet the qualifications prescribed in this and other applicable portions of these provisions.

Bidder, in submitting a Bid, certifies that Bidder is in compliance with all applicable Federal, State, and local laws and requirements, and that Bidder further meets the qualifications prescribed in this and other applicable portions of these provisions. Engineer's determination as to the compliance and qualifications of the Bidder will be final, and Bidder, in submitting a Bid, agrees to be bound by that determination.

Bidder, in submitting a Bid, certifies that Bidder is in compliance with the following requirements and qualifications. Bidder further certifies that Bidder is able to provide written evidence of Bidder's compliance with the following requirements and qualifications. Bidder shall, upon request by Engineer, submit such written evidence within five (5) calendar days of the Engineer's request, as well as any other written evidence which Engineer may deem necessary for the purpose of evaluating Bidder's qualifications.

Failure of the Bidder to respond and/or submit any and all written evidence requested by the Engineer within five (5) calendar days from the request shall be cause for rejection of the Bid and the forfeiture of the Bid Bond which shall become the property of the Village, as liquidation of damages. Award may then be made to the next lowest responsible bidder, re-advertised and re-Bid, or otherwise, as the Engineer may decide is in the best interest of the Village.

- (a) Bidder shall be qualified to do business in the State of Illinois.
- (b) Bidder shall possess either a valid Federal Employer Tax Identification Number (FEIN) or a valid Social Security Number (SSN).
- (c) Bidder shall be able to provide a street address and description of the Bidder's place of business, and the mailing address of the business, if different from the street address.
- (d) Bidder shall be able to provide the number of years Bidder has been engaged in the contracting business under the present firm name, and the name of the state where incorporated.
- (e) Bidder shall be able to provide a list of the property and equipment available to the Bidder.

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- (f) Bidder shall be able to provide a financial statement demonstrating that the Bidder has the financial resources to meet all obligations related to the Work.
- (g) Bidder shall maintain insurance policies with the coverages required by the Contract, and with the minimum limits of coverage required by the Contract. Bidder shall be able to provide current certificate(s) of insurance for the insurance policies held by Bidder, demonstrating that Bidder holds insurance policies with the coverages required by the contract, and with the minimum limits of coverage required by the Contract.
- (h) Bidder shall have constructed a minimum of three (3) projects of a similar nature in the immediate past five (5) years. Bidder shall be able to provide a list of all projects of a similar nature constructed by Bidder in the immediate past five (5) years, which list shall contain the minimum of three (3) such projects, which list shall provide a description and the location(s) of all such projects, and shall contain the Bidder's performance record and references, as well as the names and current contact information, including addresses and telephone numbers, of persons who acted as owners' representatives for those projects and who have knowledge of those projects, and whom Bidder agrees the Village may contact for the purpose of verifying Bidder's performance and references.
- (i) Bidder shall be able to provide a list of three (3) references (name, address and telephone number) with knowledge of the integrity and business practices of the bidder. Such references may not be persons who have been employed by Bidder as employees.
- (j) Bidder shall be able to provide a list of projects presently under Contract, the awarded Contract amount of each, the approximate adjusted Contract amount of each (if applicable), and the dollar amount or percent of completion of each.
- (k) Bidder shall be able to provide a list of Contracts which have resulted in lawsuits, whether against Bidder as a prime contractor, against Bidder as a subcontractor, or against Bidder as a party in any other capacity; or against subcontractors or suppliers performing work for Bidder or under Contract held by Bidder.
- (l) Bidder shall be able to provide a list of Contracts defaulted.
- (m) Bidder shall be able to provide a statement indicating whether or not Bidder has ever filed bankruptcy.
- (n) Bidder shall be able to provide a list of all officers of the firm, which list shall also indicate those officers who, while in the employ of the firm or in the employ

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of previous firms, were associated with Contracts which resulted in lawsuits, Contracts defaulted, or firms which filed for bankruptcy.

- (o) Bidder shall maintain personnel guaranteed to be employed in the responsible charge of the Work, which personnel possess sufficient technical experience to ensure the satisfactory completion of the Work. Bidder shall be able to provide the names and technical experience of such personnel, as well as statements as to whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress.
- (p) Bidder shall be able to provide a list of subcontractors and suppliers anticipated to be employed by Bidder for the purpose of completing the Work, including the firm name, street address and description of place of business; mailing address of business (if different); phone, fax and e-mail contact information of business; name of primary contact; and a list of any projects or contracts for which Bidder currently owes monies to said firm, which list shall include a description of the project or contract, the amount currently due to said firm, the period of time for which those monies have been owed, and the expected date of payment of those monies.
- (q) Bidder shall participate in active apprenticeship and training programs approved by and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the Contract. Bidder shall be able to provide evidence of Bidder's participation in such apprenticeship and training programs.
- (r) Bidder shall only employ subcontractors who meet the requirements prescribed in this section and other sections of these specifications.
- (s) Bidder shall be able to provide such other information as may assist the Village in determining whether the Bidder is adequately prepared to fulfill the Contract.

These requirements and qualifications are not intended to discourage bidding, to make it difficult for qualified Bidders to submit Bids, or to discourage beginning contractors. The purpose of these requirements and qualifications is to allow the Village to obtain sufficient information about Bidder's financial state, available equipment, personnel, and previous work experience so that the Village may mitigate the hazards involved in awarding contracts to parties who may not be qualified to perform the Work as specified.

A copy of Village of Villa Park Ordinance No. 3733, amending the requirements of bidders for construction projects, is provided as Appendix A.

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BID PRICE LIMITATIONS

The bid price for TRAFFIC CONTROL AND PROTECTION shall not exceed 5 percent of the total bid price. If the bid price for TRAFFIC CONTROL AND PROTECTION exceeds 5 percent of the total bid price, the Village may reject the Bid.

The bid price for CONSTRUCTION LAYOUT shall not exceed 2 percent of the total bid price. If the bid price for CONSTRUCTION LAYOUT exceeds 2 percent of the total bid price, the Village may reject the Bid.

The bid price for PRE-CONSTRUCTION VIDEO RECORDING shall not exceed 1 percent of the total bid price. If the bid price for PRE-CONSTRUCTION VIDEO RECORDING exceeds 1 percent of the total bid price, the Village may reject the Bid.

Bidder, in submitting a Bid, certifies that the Bid is in compliance with these requirements. The Village's determination as to whether or not to reject a Bid that does not comply with these requirements will be final, and Bidder, in submitting a Bid, agrees to be bound by that determination.

BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids shall remain subject to acceptance by the Village for a period of 90 calendar days from the date of the bid opening. The Village may extend the acceptance period by up to an additional 90 calendar days upon written notice to all Bidders by the Village. The Village may, in its sole discretion, release any Bid and return the Bid Security prior to the end of the acceptance period.

COSTS TO OWNER RESULTING FROM CONTRACTOR'S PROSECUTION OF THE WORK

Should Contractor's prosecution of the work, or Contractor's labor, methods, or equipment result in additional costs to Owner, Contractor shall reimburse Owner for such expenses.

EJCDC 7.03:

Contractor shall be liable to Owner for the reasonable direct delay and disruption costs incurred by Owner as a result of Contractor's action or inactions.

The Contractor shall bear any extra expenses incurred by the Owner

Such reimbursement will be calculated by Owner, and may include, but not be limited to, materials, equipment, tools, labor, incidentals, benefits, consultant rates, fees, vehicle or

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equipment usage, mileage, materials, and reimbursables. Such reimbursement may also be subject to up to a 10% overhead fee to be added on top of all other fees.

Such reimbursement will be separate from and in addition to any liquidated damages which may be assessed.

Such reimbursement may be assessed for reasons including, but not limited to:

- Contractor's failure to notify Owner of work taking place.
- Contractor's failure to complete work as scheduled
- Contractor's failure to attend scheduled activities.

INCREASED OR DECREASED QUANTITIES

The Village reserves the right to increase or decrease the amount of work shown in the plans in accordance with Section 109 of the Standard Specifications.

FINAL INSPECTION

Final inspection shall be in accordance with Article 105.13 of the Standard Specifications, except as modified herein.

Revise the second paragraph of Article 105.13 of the Standard Specifications to read:

"If the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall comply with such instructions within 14 calendar days of receipt of such instructions. The Contractor shall give the Engineer not less than 48 hours' notice, in writing, prior to beginning any such corrective work. Upon completion of all corrective work, the Contractor shall give the Engineer notice in writing. Upon receipt of such notice, the Engineer will make another inspection which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Engineer will notify the Contractor in writing of the date of final inspection."

DATE OF MANUFACTURE

Revise the second paragraph of Article 106.01 of the Standard Specifications to read:

"All materials to be permanently incorporated in the work, including, but not limited to, frames, grates, lids, castings, fire hydrants, pipe, drainage and utility structures, valves,

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stops, fittings, and hardware, shall have been manufactured no earlier than January 1 of the calendar year in which they are to be installed unless otherwise specifically prescribed in the contract documents.”

IRON, STEEL, COPPER, AND BRASS PRODUCTS

Revise the third paragraph of Article 106.01 of the Standard Specifications to read:

All iron, steel, copper, and brass products, which are to be incorporated into the work, shall be domestically manufactured or produced and fabricated, unless an exception is expressly permitted under Federal and/or State law and written permission is given by Owner. The Contractor shall obtain from the iron, steel, copper, or brass producer and/or fabricator, in addition to the mill analysis, a certification that all iron, steel, copper, or brass materials meet these domestic source requirements.

HOLIDAYS

Revise the list of legal holidays in Article 107.09 of the Standard Specifications to read:

New Year's Day	Thanksgiving Day
Easter	Thanksgiving Friday
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

PUBLIC CONVENIENCE AND SAFETY (D-1)

Effective: May 1, 2012

Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

“If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply.”

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

“The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After”

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Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

“On weekends, excluding holidays, on roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical.”

USE OF FIRE HYDRANTS

Revise Article 107.18 of the Standard Specifications to read:

“107.18 Use of Fire Hydrants. If Contractor requires water for the completion of construction operations, and desires to obtain water from the Village, the Contractor shall submit a written request to the Village. If such request is approved by the Village, the Contractor shall obtain water from the fire hydrant located at 100 West Home Avenue, adjacent to the Village of Villa Park Fleet Maintenance Garage. Contractor’s use of said hydrant and methods of obtaining water shall be in compliance with all applicable ordinances, rules, and regulations concerning such use. Contractor shall furnish all labor and equipment necessary to make a connection to said hydrant, and to obtain and transport water.

Contractor, upon each occasion water is obtained, shall make photographic documentation of such occasion.

If Contractor makes application for temporary use of a hydrant meter and the application is not approved, Contractor shall make record of the quantity of water obtained, along with the date and time obtained, and shall report such information after each use to the Village of Villa Park Public Works Department, 11 West Home Avenue. If such use takes place outside of the normal working hours of the Public Works Department, Contractor shall report such information immediately upon the commencement of normal working hours.

Contractor shall not use, operate, or obtain water from any hydrants other than the hydrant prescribed. Contractor shall not obtain water from the Village for construction operations or activities not under contract with the Village.

If a water main break occurs and the Village determines that the water main break is a result of Contractor’s use of a hydrant, the Village may require the Contractor to repair the water main break in accordance with all applicable construction standards and requirements and at no cost to the contract, or may repair the water main break by other means and invoice the Contractor for reimbursement of the Village’s costs.

Water usage will be measured according to the Special Provisions WATER USAGE DEDUCTION and WATER USAGE CREDIT.”

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INSURANCE

Insurance and indemnification shall be in accordance with applicable sections of the Standard Specifications and shall also be in accordance with the "IRMA Contractual Insurance Guidelines", incorporated herein as Appendix B. If a conflict is determined to exist between the requirements prescribed in the Standard Specifications and the requirements prescribed in the IRMA Contractual Insurance Guidelines, such conflict will be resolved as follows:

- a. If a particular type of insurance coverage is required by one standard but not by both, that type of insurance coverage will be required.
- b. If the minimum limits of insurance coverage required by one standard differ from those required by the other standard, the higher minimum limits of insurance coverage will prevail.
- c. If any other conflicts are determined to exist between the requirements prescribed in the two standards, the stricter of the two requirements will prevail. The Village will make the final determination as to what constitutes a stricter requirement.

Contractor shall provide a Certificate of Insurance prior to execution of Contract. Such Certificate of Insurance shall list the Village of Villa Park as Certificate Holder and shall also name the following entity or entities as additional insureds:

Village of Villa Park

Certificate of Insurance shall include a CG5036 Additional Insured Endorsement.

Should said Certificate of Insurance expire prior to final acceptance of the project, said certificate shall be automatically renewed and provided to the Village of Villa Park a minimum of 30 days prior to expiration.

DUST CONTROL WATERING

Contractor shall apply water by means of spraying to control dust onsite.

Materials. Water and equipment that can apply the water by means of spraying. The methods of watering must meet the approval of the ENGINEER.

DUST CONTROL WATERING shall be considered incidental to the cost of the contract and will not be paid for separately.

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CONFLICTS WITH UTILITIES

Conflicts with utilities shall be in accordance with Article 107.40 of the Standard Specifications, except as modified herein.

Add the following after the first paragraph of Article 107.40 of the Standard Specifications:

“Unless otherwise specified in the contract documents, utility facilities which are encountered during construction operations and are not in direct conflict with a proposed utility to be constructed under this contract shall be left undisturbed in place and shall be protected by the Contractor against damage and the interruption of utility services as a result of construction operations.”

SUBCONTRACTING

Add the following to the end of the first paragraph of Article 108.01 of the Standard Specifications:

“Should Contractor fail to respond to such request for proof from Engineer or should Engineer determine that Contractor’s response to such request is not sufficient to prove that a proposed subcontractor has the experience, ability, and equipment the work requires, Engineer may prohibit the employ of said subcontractor.”

Add the following paragraph to the end of Article 108.01 of the Standard Specifications:

“The apparent low Bidder shall submit to Owner within 7 calendar days after the receipt of bids, a list of the names of Bidder’s proposed subcontractors and material suppliers along with a description of the work to be performed or the materials to be supplied by each.”

PROGRESS SCHEDULE

Revise Article 108.02 of the Standard Specifications to read:

After the award of the contract and prior to starting work, the Contractor shall submit to the Engineer a satisfactory progress schedule or critical path schedule which shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work within the number of calendar days set up in the contract or on or before the completion date specified in the contract.

Work will not be permitted to start until a progress schedule has been submitted and approved. The contract time will commence to run in accordance with the contract documents regardless of whether a progress schedule has been submitted or approved.

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If the contract time has commenced to run and a progress schedule has not been submitted, the contract time will continue to run until the day that a progress schedule is submitted. The contract time will be suspended upon submittal of a progress schedule and while such progress schedule is under review. The contract time will resume to run upon provision of a response by the Engineer to the submitted progress schedule, regardless of whether such response is approval or rejection.

The progress schedule shall be used as a basis for establishing the controlling item of construction operations and for checking the progress of the work. The controlling item shall be defined as the item which must be completed either partially or completely to permit continuation of progress. It shall be the responsibility of the Contractor to show the intended rate of production for each controlling item listed on the schedule during the period such item is controlling.

The Contractor shall confer with the Engineer at regular intervals in regard to the prosecution of the work according to the progress schedule or critical path schedule.

If at any time the actual progress is ten or more calendar days behind the proposed progress shown on the approved schedule, the Engineer will select the controlling item of work for the purpose of checking the progress of the work. In such cases the Contractor shall submit a satisfactory revised progress schedule or revised critical path schedule. The Engineer will continue to determine the controlling item until the Contractor has submitted a satisfactory revised progress schedule or revised critical path schedule and such schedule has been approved.

Payment under this contract may be withheld if, at any time, a satisfactory and approved progress schedule is not in place.

WORKING DAYS

Remove Article 108.04 of the Standard Specifications in its entirety.

WORKING HOURS

Working hours will be between 7:00 A.M. and 5:00 P.M., Monday through Friday, excluding holidays as designated by the Contract.

Contractor will not permit the performance of Work outside these working hours without Owner's written consent, which may be given after prior written request to Engineer, except as otherwise required for the safety of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents.

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If Contractor permits the performance of Work outside these working hours, Contractor shall compensate Owner for the costs of inspection and other services provided by Owner or Engineer. Owner will determine the rates at which such inspection and other services are to be compensated. Owner will determine the interval or intervals at which billing will take place, and may, at Owner's discretion, submit invoices for payment to Contractor, or deduct the costs from any monies due or to become due to the Contractor from Owner.

CONTRACT TIME

The work shall achieve substantial completion by August 29, 2025, unless additional time is granted in accordance with the specifications.

Substantial completion shall be defined as the completion of, at a minimum, underground utility work, roadway excavation, aggregate subgrade improvements, aggregate base course placement, concrete curb and gutter installation, binder course placement, surface course placement, driveway pavement placement, sidewalk removal and replacement, grading of parkways, placement of topsoil, and such other items of work as may be identified by the Engineer.

The work shall achieve final completion in accordance with the special provision FINAL INSPECTION.

No allowance will be made for delay or suspension of the work due to the fault of the Contractor.

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FAILURE TO COMPLETE THE WORK ON TIME

Replace the table in Article 108.09 of the Standard Specifications with the following:

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
\$ 0	\$ 100,000	\$ 2,000	\$ 2,800
100,000	500,000	3,000	4,200
500,000	1,000,000	4,000	5,600
1,000,000	3,000,000	5,000	7,000
3,000,000	6,000,000	6,000	8,400
6,000,000	12,000,000	9,000	12,600
12,000,000	And over	25,000	35,000

Add the following paragraph to the end of Article 108.09 of the Standard Specifications:

“Liquidated damages will be charged for each day of overrun in both substantial completion deadlines and final completion deadlines.”

MONIES DUE TO OWNER

Should Contractor be subject to fines, deductions, reimbursements, liquidated damages, or other monies due to Owner, the cost thereof may be deducted from any monies due or to become due the Contractor under this contract or any other contract between the Owner and the Contractor. Bidders and Contractor, in submitting Bids, acknowledge this requirement and agree to be bound by it.

PARTIAL PAYMENTS

Add the following after the first paragraph of Article 109.07(a) of the Standard Specifications:

“Owner will deduct from the amount so determined for the completed work a sum of ten percent to be retained until the final payment. Owner may, at its discretion, reduce the percentage of such retention prior to the final payment, but in no event shall the amount retained be reduced to less than ten percent prior to substantial completion, nor shall

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such retention be reduced to less than two percent or less than \$5,000.00 prior to the final payment.

TREE CARE

Tree care work shall be defined as all tree pruning, tree root pruning, tree planting, tree assessment, and tree remediation. All tree care work shall be in accordance with Section 201 of the Standard Specifications, except as modified herein.

All tree care work shall be performed by an ISA Certified Arborist or shall be performed under the direct supervision of an ISA Certified Arborist. The certified arborist shall submit a copy of their current and valid certificate to the Owner prior to any tree care work taking place. The certified arborist whose certificate is provided shall be on site at all times when tree care work is taking place. All such tree care work shall either be performed by the certified arborist or shall be performed under the direct supervision of the certified arborist.

TREE DAMAGE

If any trees are damaged during the project, the Contractor shall obtain and file with the Village a tree assessment of the damaged trees. The tree assessment shall detail the health and condition of the damaged trees and shall provide a recommendation for or against retention of each affected tree. The tree assessment will not be paid for.

When, in the opinion of the Village, a tree assessment obtained by the Contractor does not represent an independent evaluation, the Village may direct the Contractor to obtain a second tree assessment of the damaged trees and may provide the Contractor with a list of not less than two ISA Certified Arborists, from which list the Contractor shall select one for completion of the second tree assessment. The second tree assessment, if so directed, will not be paid for.

When multiple tree assessments are obtained, it will be the opinion of the Village as to which tree assessment is utilized for the purposes of addressing the remaining requirements of this section. Further references to the tree assessment in this section shall refer to the tree assessment selected by the Village.

If the tree assessment results in a recommendation for retention of an affected tree, the Contractor shall perform tree remediation of the affected tree as follows.

Trees subject to tree remediation will be fertilized and treated with Paclobutrazol. Treatment shall consist of air spading 2 holes for every 3 sq. ft. of area within the dripline of the tree to a depth of 12 in. to 18 in. and backfilling with Biochar.

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If a tree subject to tree remediation is an Oak or an Elm species and the damage occurred between the dates of April 15 and October 15, then in addition to the Paclobutrazol treatment specified herein, the damage to the tree will be sealed in a manner approved by the Engineer.

The Owner may require the Contractor to perform additional methods of tree remediation or methods of tree remediation different from those listed if recommended by the tree assessment or deemed appropriate by the Owner.

Tree remediation will not be paid for.

If the tree assessment results in a recommendation against retention of an affected tree, the Contractor shall remove the affected tree. Should removal of the affected tree result in any additional damage to the site or result in the need for any additional restoration, Contractor shall repair or replace the damage or perform the restoration as deemed necessary by the Engineer. This work shall be in accordance with Article 201.04 of the Standard Specifications, except that the work will not be paid for.

If a tree is to be removed due to damage, a deduction will be applied to monies due or that might become due the Contractor. This Tree Damage Deduction will be applied as follows.

Trees to be removed due to damage will be measured per unit of diameter where one unit is equal to 1 in. The diameter will be measured at a point 4.5 ft. above the highest ground level at the base of the tree and will be determined by dividing the measured circumference of the tree by 3.1416.

If the tree had tree protection installed at the time of damage and if, in the opinion of the Village, the tree protection was correctly installed at the time of damage, the Tree Damage Deduction will be \$300 per unit of diameter of the tree.

If the tree did not have tree protection installed at the time of damage or if, in the opinion of the Village, the tree protection was not correctly installed at the time of damage, the Tree Damage Deduction will be \$800 per unit of diameter of the tree.

If a tree is to be removed due to damage, then in addition to the Tree Damage Deduction, Contractor shall also furnish and plant a tree of a species and caliper selected by the Owner at a location determined by the Owner. This work shall be in accordance with Section 253 of the Standard Specifications, except that the work will not be paid for.

TRENCH BACKFILL AND PIPE BEDDING

All trench backfill and pipe bedding materials furnished under this contract shall be virgin, non-recycled materials.

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All trench backfill shall be crushed aggregate of CA-6 gradation. The aggregate material shall be placed in lifts not exceeding 8 in. in depth, loose measurement, and compacted by mechanical means to the satisfaction of the Engineer.

All pipes installed under this contract shall be placed on a bedding of crushed aggregate of CA-7 or CA-11 gradation having a minimum thickness of 4 in. The bedding shall be placed to a minimum of 12 in. above the top of the pipe and any fittings.

The cost of furnishing and installing pipe bedding materials will not be paid for separately but shall be included in the cost of items to which this work pertains.

PORTLAND CEMENT CONCRETE PAVEMENTS AND SIDEWALKS

Where forms are to be used for the installation of concrete, all such forms shall be wood.

Wood forms for all concrete installation shall be of a width that exceeds the required thickness of the concrete being installed.

ADJUSTING RINGS

All drainage and utility structures which are constructed, reconstructed, or adjusted as a part of this contract shall have adjusting rings installed between the topmost section of the structure and the casting.

Each structure shall be fitted with a minimum of one adjusting ring and a maximum of two adjusting rings. The topmost adjusting ring on each structure shall be rubber. The second adjusting ring on each structure, if needed, shall be precast concrete with steel reinforcement. The total height of all adjusting rings on a single structure shall be a minimum of 2 in. and a maximum of 12 in.

The mating faces of adjusting rings shall be smooth, parallel, and free of cracks, chips, spalling, or casting irregularities. Rubber mastic shall be installed between each joint.

Adjusting rings will not be paid for separately but shall be included in the cost of the items to which this work pertains.

MOBILIZATION

Mobilization shall be in accordance with Section 671 of the Standard Specifications, except as modified herein.

Revise Article 671.02 of the Standard Specifications to read:

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“671.02 Basis of Payment. This work will not be paid for separately but shall be included in the unit bid prices of the items for which this work applies.”

KEEPING ROADS OPEN TO TRAFFIC

All roads shall remain open to traffic unless otherwise shown on the contract plans. When necessary to close one lane because of construction, the Contractor shall maintain one-way traffic during construction hours with the use of signs and flaggers as shown on the Traffic Control Standards. Two lanes of traffic will be maintained during nights and weekends when no construction activities are being carried on.

Any holes left open at the end of the workday shall be protected and plated in accordance with the IDOT Standard Specifications. The cost of this work shall not be paid for separately and is considered incidental to the cost of the contract.

PORTABLE TOILET

Contractor shall furnish a portable toilet meeting Federal, State, and local health department requirements stocked with lavatory and sanitary supplies at all times. The portable toilet shall be provided at a location approved by the Engineer. The portable toilet shall be maintained in a clean and sanitary condition and shall be emptied as needed. This work will not be paid for separately but shall be included in the cost of the contract.

SPECIAL EVENTS

The Contractor is to coordinate with the Village for any upcoming or anticipated special events to take place in or near the project area during construction.

Contractor shall make accommodations for all special events as directed by the Village or by the Engineer. Such accommodations shall include, but not be limited to, cleaning up the project area or a portion of the project area, implementing additional traffic control or safety measures, removing materials or equipment from a particular portion of the project area, ceasing construction operations in a particular portion of the project area, scheduling construction operations around special events, and other accommodations as directed.

Compliance with this special provision will not be paid for separately but shall be included in the cost of the contract.

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PROGRESS MEETINGS

Construction progress meetings will be held on a weekly basis beginning when the contract time commences to run and continuing until the project achieves final completion. Owner may, at its discretion, reduce the frequency of such meetings or cancel any or all such meetings. Contractor's representative in responsible charge of the work shall be present at all scheduled progress meetings. If Contractor's representative is not present at one or more scheduled progress meetings, Contractor shall compensate Owner for the costs of attendance of such meetings by Owner's and Engineer's representatives. Owner will determine the rates at which such attendance is to be compensated. Owner will determine the interval or intervals at which billing will take place, and may, at Owner's discretion, submit invoices for payment to Contractor, or deduct the costs from any monies due or to become due to the Contractor from Owner.

OPERATION OF WATER DISTRIBUTION FACILITIES

Contractor shall not operate any water distribution facilities, including, but not limited to, valves and hydrants. If Contractor requires the operation of such facilities, Contractor shall provide a minimum of 48 hours' notice to the Village and the Village will operate such facilities.

CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of that contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health or safety, as determined under Federal Construction Safety and Health Standards.

MAINTENANCE WARRANTY

The Contractor shall execute and deliver to the Village, before final payment will be issued, a written warranty, in a form satisfactory to the Village, which guarantees that all work is in accordance with the contract and will not be defective. This warranty shall guarantee all work for a period of 1 year from the date of final inspection.

The Contractor shall furnish a warranty bond in an amount equal to 10 percent of the final contract amount, or \$30,000, whichever is greater, by a surety satisfactory to the Village to guarantee Contractor's warranty to repair defective work.

If, within the warranty period, the Village determines any work to be defective, a written notice of such deficiency will be sent to the Contractor by certified mail.

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The Contractor shall, within 14 calendar days of receipt of the notice of deficiency, and without cost to the Village, correct or repair such defective work, or remove and replace the defective work in accordance with the contract requirements for the item or items in question.

If Contractor desires an extension of time to complete the corrective work, Contractor shall make such request in writing within 10 calendar days of receipt of the notice of deficiency. After the Contractor has filed a request for an extension of time, the Village will notify the Contractor, in writing, whether or not such extension will be approved.

Should the Contractor fail to complete the corrective work within the 14 calendar days or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount shown in the Schedule of Deductions for Each Day of Overrun in Contract Time, not as a penalty but as liquidated damages, for each day of overrun beyond the 14 calendar days or such extended time as may have been allowed.

MAINTENANCE OF ROADWAYS (D-1)

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the "Standard Specifications".

RESPONSIBILITY FOR VANDALISM

The Contractor shall be responsible for the protection of all equipment and materials. Any equipment or materials which are stolen, missing, lost, damaged, or vandalized shall be the Contractor's responsibility to replace or repair as needed at no additional cost to the contract.

The Contractor shall be responsible for the defacement of any concrete pours before they have set up. Concrete pavement, sidewalk, driveway, or curbing that has been defaced,

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in the opinion of the Engineer, shall be removed and replaced by the Contractor at Contractor's expense.

WORK ON COLLECTOR STREETS

Streets in the following list shall be defined as collector streets within and including the limits of the termini indicated. Streets that do not have termini identified shall be considered to be collector streets throughout their entire length within the limits of the Village of Villa Park.

Addison Road (St. Charles Road to Armitage Avenue)	Ardmore Avenue (IL Route 38 to Twin Lakes Park)	Armitage Avenue
Harrison Street (Ardmore Avenue to Villa Avenue)	Harvard Avenue (Jackson Street to St. Charles Road)	High Ridge Road
Highland Avenue (Ardmore Avenue to IL Route 83)	Jackson Street	Lincoln Avenue (Vermont Street to IL Route 64)
Madison Street	Pleasant Avenue	Plymouth Street
Riordan Road (Ardmore Avenue to Villa Avenue)	St. Charles Road	Summit Avenue (IL Route 38 to Kenilworth Avenue)
Sunset Drive (Westwood Avenue to Addison Road)	Vermont Street	Villa Avenue
Washington Street	Westmore Avenue (Terrace Street to IL Route 64)	

Where work takes place in or on a collector street as defined above, all trenches, excavations, street openings, and other work located within the limits of the pavement shall be either covered with steel plates or capped to finished grade with cold-mix asphalt at the end of each workday until and after such underground utility work is complete.

Upon completion of such underground utility work in or on a collector street, final pavement restoration shall be completed within 7 calendar days. Final pavement restoration shall be completed without additional costs for mobilization.

Engineer may, at Engineer's discretion, waive the requirement that surface course be placed within the 7 calendar days, in which case Contractor shall place and maintain Bump signs at the location until final surface paving is completed.

RIDGE ROAD DRAINAGE IMPROVEMENTS VILLAGE OF VILLA PARK

EXCAVATION AND BACKFILLING OF DRAINAGE AND UTILITY STRUCTURES

Excavation, bedding and backfilling of drainage and utility structures which are constructed, reconstructed, or adjusted as a part of this contract will not be paid for separately but shall be included in the cost of the items to which this work pertains.

SALVAGE AND DISPOSAL OF EXISTING MATERIALS

Existing manufactured materials which are removed and are not to be reused, including, but not limited to, frames, grates, lids, castings, sign posts, sign panels, fire hydrants, valves, stops, and fittings, shall remain the property of the Village unless the Engineer waives this requirement as specified herein.

Existing manufactured materials which are removed and are not to be reused will be inspected by the Engineer. Materials which are determined by the Engineer to be in satisfactory condition shall remain the property of the Village and shall be delivered by the Contractor to the Village of Villa Park Public Works Department yard located at 51 South Ardmore Avenue in Villa Park. Delivery shall be made during the normal working hours of the Village of Villa Park Public Works Department and the Contractor shall coordinate the day, time, and other details of delivery with the Village.

Materials which are determined by the Engineer to be in unsatisfactory condition shall become the property of the Contractor and shall be removed from the site by the end of the workday and properly disposed of by the Contractor.

The delivery or disposal of materials will not be paid for separately but shall be included in the cost of all items that include removal of existing materials.

FRAMES, GRATES, AND LIDS

Frames, grates, lids, and all other castings furnished under this contract shall be in accordance with Section 602 and Section 604 of the Standard Specifications, except as modified herein.

Castings shall conform to ASTM A48 Class 30. Castings shall be free of cracks, holes, swells, cold shuts, and patches. Castings shall not be coated or painted.

Frames, grates, lids, and other castings shall be furnished in accordance with the following:

Type 1 frames and closed lids shall be Neenah R-1713 self-sealing or approved equal.

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Type 1 frames and open lids shall be Neenah R-1713 or approved equal.

Type 11 frames and grates located in barrier curb and gutter shall be Neenah R-3281-A with curb box or approved equal.

Type 11 frames and grates located in depressed curb and gutter shall be Neenah R-3281-A with depressed curb grate or approved equal.

All other castings not specified above shall be as shown on the plans or as directed by the Engineer. If any of the castings specified are not compatible in the field due to frame height or other constraints, the Contractor shall propose an alternate casting to the Engineer for approval and shall furnish the alternate casting if approved.

Frames, grates, lids, and other castings located within curb ramps or crosswalks shall be substituted with ADA compliant castings.

All closed lid castings furnished under this contract shall be self-sealing, gasketed, watertight, and shall have machined bearing surfaces and concealed pick holes. The top surface of all closed lids shall be embossed with the words "VILLAGE OF VILLA PARK". The top surface of closed lids shall also be embossed with the word "SANITARY", "STORM", or "WATER" as appropriate.

Enviro-curb logos on curb boxes for Type 11 frames and grates shall have the words "DUMP NO WASTE" and "DRAINS TO RIVER" or "DRAINS TO WATERWAY" cast into the top of all curb boxes.

This work will be paid for separately as the type of frame, lid, grate or other casting specified.

PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

Unless otherwise noted in the contract plans, the existing drainage facilities shall remain in use during the period of construction.

Locations of existing drainage structures and sewers, if shown on the contract plans, are approximate. Prior to commencement of work, the Contractor, at his/her own expense, shall determine the exact location of existing structures which are within the proposed construction site.

All drainage structures are to be kept free from any debris resulting from construction operations. All work and materials necessary to prevent accumulation of debris in the drainage structure resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

RIDGE ROAD DRAINAGE IMPROVEMENTS VILLAGE OF VILLA PARK

Unless reconstruction or adjustment of an existing manhole, catch basin, or inlet is called for in the contract plans or ordered by the Engineer, the proposed work shall meet the existing elevations of these structures. Should reconstruction or adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with Section 602 and Article 104.02 respectively, of the Standard Specifications.

Existing frames and grates are to remain unless otherwise noted in the contract plans or as directed by the Engineer. Frames and grates that are missing or damaged prior to construction shall be replaced. The type of replacements frame or grate shall be determined by the Engineer, and replacement and payment for same shall be in accordance with Section 604 and Article 104.02 respectively, of the Standard Specifications unless otherwise noted in the plans or special provisions.

DROP HAMMERS

The use of drop hammers or similar equipment will not be permitted.

STORM STRUCTURES

All manholes, catch basins, and inlets installed under this contract shall be in accordance with Section 602 of the Standard Specifications, except as modified herein.

Unless otherwise noted, the proposed catch basin, manholes, inlets and drainage structures shall be Precast Reinforced Concrete (per Section 1042 of the Standard Specifications).

Removal of existing storm structures, if a new manhole, catch basin or inlet is to be installed at the same location, shall be included in cost of the new structure to be installed.

Removing existing storm structures shall consist of removal and disposal of existing structures in accordance with Section 605 of the Standard Specifications. The word Structure shall be understood to mean all storm manholes, catch basins and inlets.

This work will be paid for at the contract unit price per EACH for catch basins, manholes and inlets.

PLUGGING EXISTING MANHOLES AND PIPES

This work shall consist of plugging holes in manholes where sewer pipes have been removed or abandoned as shown on the plans and as determined by the Engineer. The holes shall be plugged with brick and non-shrink concrete mortar to the satisfaction of the

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Engineer. The non-shrink concrete mortar shall completely fill the holes and keep all water from entering the manhole. When sewers to be removed or abandoned tie directly into a pipe (including blind connections and services), the pipe shall be plugged with non-shrink concrete mortar to the satisfaction of the engineer. The pipe shall be watertight, and the inside of the pipe shall be free of excess material that might restrict flow.

All labor, materials, and equipment necessary to complete the work as specified herein shall not be paid for separately, but shall be included in the bid price of the pay item requiring the pipe removal or abandonment.

ACCESS TO ADJACENT PROPERTIES

Unless otherwise specified in the contract documents or permitted by the Engineer, Contractor shall at all times maintain access to all properties, residences, and businesses located within or adjacent to the project area.

Exception will be made when concrete curb and gutter or concrete driveway pavement construction are taking place.

When access to adjacent properties is restricted due to construction, the Contractor shall maintain one-way traffic during construction hours with the use of signs and flaggers as shown on the Traffic Control Standards. Two lanes of traffic will be maintained during nights and weekends when no construction activities are being carried on.

CONSTRUCTION NOTICES

It shall be the CONTRACTOR's responsibility to distribute all construction notifications. This work will not be measured for payment but shall be included in the total contract cost. The construction notices shall be reviewed and approved by the ENGINEER prior to being distributed. Notices shall be issued at the following stages:

	<u>Activity</u>	<u>Notice Period Required</u>
1.	Prior to driveway removal.	3 consecutive days prior
2.	Prior to water and sanitary service interruption.	2 consecutive days prior
3.	Prior to pavement/curb removal.	2 consecutive days prior
4.	Prior to paving.	2 consecutive days prior

The CONTRACTOR will also be responsible for distributing and/or redistributing notices in case of any delays due to inclement weather or for any other reason for extended stoppages (i.e. strikes) in the construction schedule.

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Notices shall be considered distributed when all affected residents have received notices as well as a copy delivered and/or emailed to Public Works. The copy to Public Works shall be delivered the same day it is distributed to the residents.

Should the CONTRACTOR fail to distribute or post notices per the request of the VILLAGE, the CONTRACTOR shall not be allowed to start work on the given task until proper notification has been provided. No additional contract time will be allowed for compliance with this requirement.

PROTECTION AND RESTORATION OF PROPERTIES

If private property outside the limits of existing easements interferes with the work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection or disposition of such property. The Contractor shall furnish the Engineer with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection or disposition.

The Contractor shall take all necessary precautions for the protection of public or private property, such as driveways, walls and foundations of buildings, vaults, underground structures of public utilities, underground drainage facilities, overhead structures of public utilities, landscape, hardscape, and fences contiguous to the work, for which the contract does not provide for removal or specify precautions. The Contractor shall protect and carefully preserve all official survey monuments, property marks, section markers, and Geological Survey Monuments, or other similar monuments, until the owner, or an authorized surveyor or agent has witnessed or otherwise referenced their location or relocation. The Contractor shall notify the Engineer of the presence of any such survey or property monuments as soon as they are discovered.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work has been completed and accepted and the requirements of the Specifications complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at no additional cost to the Owner, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Engineer may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any compensation due, or which may become due, the Contractor under this or any other contract between the Owner and the Contractor.

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Damage due to construction operations and equipment beyond the engineering plan quantities without written authorization will be incidental to project.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

SIGN RELOCATION

All existing signs that need to be temporarily removed as part of the construction process or relocated due to location of proposed curb are to be reinstalled at the same station. Sign relocation, assembly removal, storage, temporary signing, and reinstallation to be completed by the Village.

SAW CUTS

Saw cuts are required at all pavement removal limits. All saw cuts performed during the construction process will not be paid for separately but shall be included in the cost of the removal item adjacent to the saw cut.

STATUS OF UTILITIES (D-1)

Effective: June 1, 2016

Revised: January 1, 2020

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information regarding their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

UTILITIES TO BE ADJUSTED

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The responsible agency must relocate, or complete new installations as noted below; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

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Pre-Stage

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	ACTION
No Conflicts Anticipated				

The following contact information is what was used during the preparation of the plans as provided by the Agency/Company responsible for resolution of the conflict.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address

UTILITIES TO BE WATCHED AND PROTECTED

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances, the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owner's part can be secured.

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Pre-Stage

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	ACTION
Throughout Project Limits	Electrical/Street Lights	Aerial Cable, Street Light Poles	ComEd	The Contractor shall coordinate bracing and protect utility from damage during construction.
Throughout Project Limits	Gas	Underground Gas Main and Services	Nicor	The Contractor shall coordinate conflicts of mains and services and protect utility from damage during construction.
Throughout Project Limits	Phone	Aerial Cable and Buried Conduit	AT&T	The Contractor shall protect utility from damage during construction.
Throughout Project Limits	Water Main	Proposed storm sewer crossing existing water main	Villa Park	The Contractor shall protect and/or brace water main as necessary.
Throughout Project Limits	Water and Sanitary Services	Proposed storm sewer crossing existing water and sanitary services	Villa Park	The Contractor shall coordinate conflicts of services and protect from damage during construction.

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
ComEd		630-576-7094	PlanSubmittalsandMapRequests@exeloncorp.com
AT&T	Kari Martin	630-573-5789	km2618@att.com
Nicor Gas	Anna Tran	224-239-7693	atran@southernco.com Gasmaps@southernco.com
Villa Park	Kevin Mantels	630-834-8505	kmantels@invillapark.com

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The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be considered in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided above for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation duration must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor and the utility companies when necessary. The Department's contractor is responsible for contacting J.U.L.I.E. prior to all excavation work.

PAY ITEM SPECIAL PROVISIONS

PAY ITEM #1 – TRENCH BACKFILL

Description. This work shall consist of furnishing aggregate for backfilling all trenches made in the subgrade of the proposed improvement, and all trenches where the inner edge of the trench is within 2 ft of the proposed edge of pavement, curb, gutter, curb and gutter, stabilized shoulder, or sidewalk.

This work also includes the disposal of the surplus excavated material which is replaced by trench backfill. Such disposal shall be made according to Article 202.03.

This work shall be in accordance with Section 208 of the Standard Specifications, except as modified herein.

Method of Measurement. This work will be measured for payment in place as cubic yard.

Basis of Payment. This work will be paid for at the contract unit price per cubic yard for TRENCH BACKFILL.

PAY ITEM #2 – INLET FILTERS

Description. This work shall consist of installing, maintaining, and cleaning inlet filters as shown on the plans or as directed by the Engineer. This work shall be in accordance with Section 280 of the Standard Specifications, except as modified herein.

Inlet filters shall consist of metal frames with attached fabric bags. Contractor shall furnish inlet filters of appropriate sizes and shapes necessary to accommodate all different types of drainage structures encountered. The use of filter fabric without a frame will not be an acceptable material for inlet filters and will be rejected.

Contractor shall inspect and clean all inlet filters weekly, after every rainfall, and additionally as needed. Maintenance and cleaning of inlet filters will not be paid for separately but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each individual inlet filter installed and the unit of measurement will be each. No measurement will be made of maintenance and cleaning efforts. If an inlet filter is installed on multiple structures, the inlet filter will only be measured for payment once.

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Basis of Payment. This work will be paid for at the contract unit price per each for INLET FILTERS.

PAY ITEM #6 – PORTLAND CEMENT CONCRETE SIDEWALK

Description. This work shall consist of placing Portland Cement Concrete Sidewalk 5". This work shall be in accordance with Section 424 of the Standard Specifications, and the detail on the Plans, except as modified herein:

The sidewalk is to be placed on mechanically compacted Aggregate Base Course, Type B, 4".

Aggregate Base Course, Type B, 4" will not be paid for separately, but shall be included in the cost of PORTLAND CEMENT CONCRETE SIDEWALK 5"

The sidewalk is to be thickened to 6 inches at locations where the sidewalk crosses driveways. The 6 inch thick sidewalk through driveways will not be paid for separately, but shall be included in the cost of PORTLAND CEMENT CONCRETE SIDEWALK 5"

Method of Measurement. This work shall be measured for payment in place and the area computed in square foot.

Basis of Payment. This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK 5"

PAY ITEM #5 – DETECTABLE WARNINGS

Description. This work shall consist of installing detectable warnings. This work shall be in accordance with Section 424 of the Standard Specifications, except as modified herein.

Detectable warnings shall be installed at curb ramps and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall also be installed at alleys and commercial entrances where permanent traffic control devices are present.

Materials. Detectable warnings shall be pre-cast tiles. Installation shall be cast-in-place. Surface mounted applications will not be permitted. Detectable warnings shall be red in color. Detectable warning tiles shall be either rectangular or radial in shape as shown on the plans or as directed by the Engineer. The product or products to be used for detectable warnings shall be approved by the Engineer prior to use.

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Construction. Installation shall be according to the manufacturer's specifications and as directed by the Engineer.

Where a curb ramp is 5 ft. in width or less and a rectangular detectable warning tile is to be used, the installation shall consist of a single detectable warning tile. If a pre-cast detectable warning tile is not manufactured in the width of the curb ramp, a larger detectable warning tile shall be furnished and shall be cut to the width of the curb ramp.

Installation of multiple detectable warning tiles at a single curb ramp will only be permitted where a curb ramp exceeds 5 ft. in width or where radial detectable warning tiles are to be used. Where multiple detectable warning tiles are permitted at a single curb ramp, they shall be mechanically joined prior to installation.

Method of Measurement. Detectable warnings will be measured for payment in place and the area computed in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square foot for DETECTABLE WARNINGS.

PAY ITEM #6 – DRIVEWAY PAVEMENT REMOVAL

Description. This work shall consist of removing driveway pavement. This work shall be in accordance with Section 440 of the Standard Specifications, except as modified herein:

Revise Section 440.07 (c) to read:

This work shall include all pavement removal and excavation required to reach the subgrade. The excavation depth shall include the excavation for the proposed aggregate base which is included in the cost of this item. The minimum excavation depth for residential driveways is 10 inches and for commercial driveways is 14 inches.

Method of Measurement. This work shall be measured for payment in place and the area computed in square yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for DRIVEWAY PAVEMENT REMOVAL.

PAY ITEM #7 – SIDEWALK REMOVAL

Description. This work shall consist of the removal and disposal of existing sidewalk at location shown on the plans or directed by the Engineer. This work shall be in accordance with Sections 202 and 440 of the Standard Specifications, except as modified herein.

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Excavation will not be paid for separately but shall be included in the cost of this item. The Contractor shall excavate all material necessary to meet the lines and grades shown on the plans and as directed by the Engineer.

The Contractor shall remove sidewalk to the next existing joint beyond the location specified on the plans.

Method of Measurement. Sidewalk removal will be measured for payment in place and the area computed in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square foot for SIDEWALK REMOVAL.

PAY ITEM #11 – ABANDON AND FILL EXISTING STORM SEWER

Description. This work shall consist of filling existing sewers that are to be abandoned at the locations shown on the plans or as directed by the Engineer.

Existing storm sewer to be abandoned shall be drained of all water and plugged at both ends with a minimum of two (2) feet of non-shrink concrete mortar to the satisfaction of the Engineer, and the remaining empty length of pipe filled with Controlled Low Strength Material (CLSM) meeting the material requirements of Article 593.02 of the Standard Specifications.

Method of Measurement. This work will be measured for payment in feet for the pipe to be abandoned in place.

Basis of Payment. This work will be paid for at the contract unit price per foot which price shall include all materials, labor, tools and equipment, backfilling of any excavation necessary for ABANDON AND FILL EXISTING STORM SEWER at locations shown in the plans, as specified herein, and as directed by the Engineer.

PAY ITEM #12 – HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4”

Description. This work shall consist of constructing Hot-Mix Asphalt driveway pavement on a prepared subgrade at locations shown on the plans or as directed by the Engineer.

This work shall be in accordance with Section 355 and 406 of the Standard Specifications, the detail shown on the Plans, and as specified herein.

The proposed driveway pavement shall consist of 1 lift of 2 ½” HMA Binder Course, IL-19.0, N50 and 1 lift of 1 ½” HMA Surface Course, MIX D, N50 for a total of 4” of HMA. Hot-Mix Asphalt driveway pavement shall be constructed on a prepared base of

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mechanically compacted crushed aggregate of CA-6 gradation having a minimum compacted thickness of 6 in. for residential driveways.

All excavation, embankment, HMA Surface Course, HMA Binder Course and aggregate base course will not be paid for separately, but shall be included in this pay item. This shall include any excavation required to widen the driveway to meet Village Standards.

Method of Measurement. Hot-mix asphalt driveway pavement will be measured for payment in place and the area computed in square yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY PAVEMENT,4”.

PAY ITEM #13 – 12”X12” NDS YARD DRAIN WITH GRATE

Description. This work shall consist of furnishing and installing NDS, 12-inch square catch basin drains with compatible NDS grate at the locations shown on the plans. This work shall be according to the details in the plans and the manufacturer’s specifications. Contractor shall provide shop drawings to the engineer for review and approval.

Method of Measurement. This work will be measured for payment per each installed. Excavation, bedding, backfill, fittings and all other items required for this work will not be measured for payment and shall be considered included in the contract unit price.

Basis of Payment. This work will be paid for at the contract unit price per each for 12”X12” NDS YARD DRAIN WITH GRATE.

PAY ITEM #14 – CLASS D PATCHES, SPECIAL

Description. This work shall consist of the removal of the existing pavement, the necessary excavation, and the replacement with hot-mix asphalt (HMA) patches at designated locations. This work shall be in accordance with Section 442 of the Standard Specifications, except as modified herein.

Remove all references to a specified type or types of patches in the Standard Specifications.

All patches shall be saw cut full-depth prior to removal of the existing pavement. Saw cuts shall be completed no more than three days prior to removal of the existing pavement. Saw cuts will not be paid for separately, but shall be included in the cost of this work.

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Where patches are to be resurfaced with a subsequent lift of hot-mix asphalt, the patches shall be constructed with Hot-Mix Asphalt Binder Course, IL-19.0, N50. The minimum thickness of each lift shall be 2.25 in. The maximum thickness of each lift shall be 4 in.

Where patches are not to be resurfaced with a subsequent lift of hot-mix asphalt, the topmost lift of the patch shall be constructed with Hot-Mix Asphalt Surface Course, Mix "D", N50. The thickness of the surface course lift shall be 2 in. Lower lifts shall be constructed with Hot-Mix Asphalt Binder Course, IL-19.0, N50. The minimum thickness of each lower binder course lift shall be 2.25 in. The maximum thickness of each lower binder course lift shall be 4 in.

Basis of Payment. This work will be paid for at the contract unit price per square yard for CLASS D PATCHES, SPECIAL, of the thickness specified.

PAY ITEM #15 – CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

Description. This work shall consist of removal and replacement of concrete curb and gutter as shown on the plans or as directed by the Engineer. This work shall be in accordance with Sections 440 and 606 of the Standard Specifications, except as modified herein.

Excavation will not be paid for separately but shall be included in the cost of this item. The Contractor shall excavate all material necessary to build the proposed curb and gutter subbase in accordance with Section 202 of the Standard Specifications. Excavated material will not be permitted to be stockpiled behind the curb.

Combination concrete curb and gutter shall be constructed on a prepared base of mechanically compacted crushed aggregate of CA-6 gradation having a minimum compacted thickness of 4 in.

Wood forms shall be used. Forms constructed of steel or Masonite will not be permitted. Forms for radius sections of the combination concrete curb and gutter shall be constructed of 1 in. thick wood boards.

The height of the curb head may vary as shown on the plans or as directed by the Engineer. Variations in the height of the curb head will not be paid for separately but shall be included in the cost of this item.

Where combination concrete curb and gutter is constructed across driveways, alleys, sidewalk curb ramps, or other designated areas, the top of the curb shall be depressed according to the details shown on the plans or as directed by the Engineer. The transition from full height curb to depressed curb shall be made over a distance equal to at least four times the difference in height between the full height curb and the depressed curb.

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Where combination concrete curb and gutter is constructed across sidewalk curb ramps, the depressed curb shall be in compliance with all applicable requirements of the Americans with Disabilities Act (ADA) and the Proposed Guidelines for Accessible Rights-of-Way (PROWAG).

Where combination concrete curb and gutter is to be constructed adjacent to existing pavement that is not being reconstructed, the void between the existing pavement and the proposed combination concrete curb and gutter shall be filled in with a concrete wedge with a minimum width of 6 in. and a minimum thickness of 8 in. The concrete wedge shall be placed after the combination concrete curb and gutter has been placed and the forms have been removed. The placement of the concrete wedge will not be paid for separately but shall be included in the cost of this item.

Where combination concrete curb and gutter is to be constructed adjacent to proposed sidewalk to be constructed, the combination concrete curb and gutter shall be constructed first and shall be constructed with an integral poured ledge. The ledge shall extend horizontally a minimum of 3 in. from the back of the curb head of the combination concrete curb and gutter. The ledge shall be positioned so that the vertical distance from the top of the ledge to the top of the curb head is equal to the thickness of the proposed sidewalk. The ledge shall extend vertically to the bottom edge of the combination concrete curb and gutter. The construction of the integral poured ledge will not be paid for separately but shall be included in the cost of this item.

Expansion joints shall be constructed at 60 ft. maximum centers. Expansion joints shall also be constructed at all construction joints, all points of curvature, all points of tangency, within 5 ft. on either side of all curb structure castings, and at additional locations as directed by the Engineer. Expansion joints shall consist of a 1 in. thick preformed bituminous expansion joint filler that extends the full cross section of the combination concrete curb and gutter. Expansion joint filler material that is larger than the cross section of the combination concrete curb and gutter shall be cut to the exact cross section of the combination concrete curb and gutter. Expansion joints shall have two 18 in. long, No. 6 non-deformed epoxy-coated steel dowel bars placed at mid-depth. The dowel bars shall have a greased plastic expansion cap placed on one end of each dowel bar a minimum of 1 in. from the end of the dowel bar.

Where proposed combination concrete curb and gutter is to be constructed abutting existing combination concrete curb and gutter, the dowel bars shall be drilled into the existing combination concrete curb and gutter. This work will not be paid for separately but shall be included in the cost of this item.

Contraction joints shall be constructed at 15 ft. maximum centers. Where the location of a contraction joint coincides with the location of an expansion joint, the contraction joint may be omitted at the discretion of the Engineer. Contraction joints shall be tooled and sawed. Sawing of contraction joints shall commence as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling, but in no case shall

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sawing commence less than 4 hours or more than 24 hours after the concrete is placed. Sawing of contraction joints shall be to a depth equal to 1/3 the thickness of the gutter flag and to a width of not less than 1/8 in. Contraction joints shall be sealed according to Article 420.12, except that joints shall be sealed with polysulfide or polyurethane joint sealant.

If Contractor fails to construct joints in accordance with the requirements of this provision and the curb cracks, the Contractor shall remove and replace the affected section of combination concrete curb and gutter extending the full length between the two adjacent joints on either side of the crack. This work will not be paid for but shall be at the Contractor's expense.

Upon removal of the forms from the back of the combination concrete curb and gutter, excavated areas behind the combination concrete curb and gutter shall be immediately backfilled. Areas where pavement or sidewalks are to be constructed shall be backfilled with crushed aggregate of CA-6 or CA-7 gradation and mechanically compacted. Areas where topsoil and sodding are to be placed shall be backfilled with non-organic material acceptable to the Engineer. This work will not be paid for separately but will be included in the cost of this item.

Basis of Payment. This work will be paid for at the contract unit price per foot for CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT.

PAY ITEM #16 – PARKWAY RESTORATION

This work shall be done in accordance with Sections 211 and 252 of the Standard Specifications and the Details provided in the Plans, except where modified herein.

Description. The purpose of this work is to restore the areas disturbed by construction and/or to provide proper drainage in the parkways.

This work shall include restoring disturbed areas within the construction limits, removing excess backfill material, excavating for proposed ADA ramps, furnishing and placing 4" of topsoil in accordance with Section 211, compacting and grading to maintain positive slope, fertilizing, and sodding the areas in accordance with Section 252. Contractor is responsible for repairing any parkway settlement to the Engineer's approval.

Materials.

- (a.) Topsoil shall meet the requirements of Article 211.02.
- (b.) Salt Tolerant Sod shall meet the requirements of Article 252.02
- (c.) Fertilizer shall meet the requirements of Article 252.02

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Construction. Installation of the topsoil shall be per Article 211.04. Installation of the sod and fertilizer shall be per Articles 252.03-252.06.

Add the following to the end of Article 252.03:

“The removal of excess backfill material shall be included in the pay item for PARKWAY RESTORATION.”

Method of Measurement. Parkway Restoration will be measured for payment in place and the area computed in square yards. To be acceptable for final payment, the sod shall be growing in place for a minimum of 30 days in a live, healthy condition. When directed by the Engineer, any defective or unacceptable sod shall be removed, replaced, and watered.

Basis of Payment. This work will be paid for at the contract unit price per square yard for PARKWAY RESTORATION.

PAY ITEM #17-18 – CATCH BASIN

Description. This work shall consist of constructing catch basins at locations shown on the plans in accordance with the detail on the plan and Section 602 of the Standard Specifications and as specified herein.

Materials. The materials shall meet the requirements of Article 602.02 of the Standard Specifications.

Construction. Structures shall be constructed in accordance with the Construction Details and Section 602 of the Standard Specifications.

The Contractor is responsible for tying in all existing storm sewers to the proposed structure. Up to 5 feet of new sewer (if required) for each existing sewer tying into the proposed structure all be considered included in the cost of this item. Connections to existing storm sewers should be made using non-shear mission couplings. The Contractor shall be responsible for verifying the size, inverts and locations of the existing sewers to be connected to the proposed structure. Any existing storm sewers that are damaged during construction shall be replaced in kind by the Contractor at no cost to the Village. The pipe, couplings, and trench back fill shall be included in the cost of the structure and will not be paid for separately.

When a proposed catch basin is to be installed at the location of an existing drainage structure, the removal of the existing structure shall be included in this item.

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Removing existing drainage structures shall consist of the removal and disposal of existing catch basins and inlets in accordance with Section 604 of the Standard Specifications.

Frames, grates and lids or other castings will be paid for separately.

Method of Measurement. This work will be measured for payment as each individual structure complete installed.

Basis of Payment. This work will be paid for at the contract unit price per each for CATCH BASIN, type specified.

PAY ITEM #19 – MANHOLE, TYPE A, 4' DIAMETER

Description. This work shall consist of constructing manholes at locations shown on the plans in accordance with the detail on the plan and Section 602 of the Standard Specifications and as specified herein.

Materials. The materials shall meet the requirements of Article 602.02 of the Standard Specifications.

Construction. Structures shall be constructed in accordance with the Construction Details and Section 602 of the Standard Specifications.

The Contractor is responsible for tying in all existing storm sewers to the proposed structure. Up to 5 feet of new sewer (if required) for each existing sewer tying into the proposed structure all be considered included in the cost of this item. Connections to existing storm sewers should be made using non-shear mission couplings. The Contractor shall be responsible for verifying the size, inverts and locations of the existing sewers to be connected to the proposed structure. Any existing storm sewers that are damaged during construction shall be replaced in kind by the Contractor at no cost to the Village. The pipe, couplings, and trench back fill shall be included in the cost of the structure and will not be paid for separately.

When a proposed manhole is to be installed at the location of an existing drainage structure, the removal of the existing structure shall be included in this item.

Removing existing drainage structures shall consist of the removal and disposal of existing catch basins and inlets in accordance with Section 604 of the Standard Specifications.

Frames, grates and lids or other castings will be paid for separately.

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Method of Measurement. This work will be measured for payment as each individual structure complete installed.

Basis of Payment. This work will be paid for at the contract unit price per each for MANHOLE, TYPE A, 4' DIAMETER.

PAY ITEM #20 – FRAMES AND LIDS, TYPE 1

Description. This work shall meet the requirements prescribed in General Special Provisions section, FRAMES, GRATES AND LIDS, shall be according to Section 602 and 604 of the Standard Specifications, the details in the plans and the following:

This item includes the replacement of frames and lids on existing structures to be adjusted or reconstructed at locations shown on the plans or as directed by the Engineer.

Type 1 frames and closed lids shall be Neenah R-1713 self-sealing or approved equal.

Type 1 frames and open lids shall be Neenah R-1713 or approved equal.

Frames and lids located within curb ramps or crosswalks shall be substituted with ADA compliant castings.

All closed lid castings shall be self-sealing, gasketed, watertight, and shall have machined bearing surfaces and concealed pick holes. The top surface of all closed lids shall be embossed with the words "VILLAGE OF VILLA PARK".

The top surface of closed lids shall also be embossed with the word "SANITARY", "STORM", or "WATER" as appropriate.

Basis of Payment. This work will be paid for at the contract unit price per each for FRAMES AND LIDS, TYPE 1 as specified.

PAY ITEM #21 – FRAMES AND GRATES, TYPE 11

Description. This work shall meet the requirements prescribed in General Special Provisions section, FRAMES, GRATES AND LIDS, shall be according to Section 602 and 604 of the Standard Specifications, the details in the plans and the following:

This item includes the replacement of frames and grates on existing structures to be adjusted or reconstructed at locations shown on the plans or as directed by the Engineer.

Type 11 frames and grates located in barrier curb and gutter shall be Neenah R-3281-A with curb box or approved equal.

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Type 11 frames and grates located in depressed curb and gutter shall be Neenah R-3281-A with depressed curb grate or approved equal.

Frames and grates located within curb ramps or crosswalks shall be substituted with ADA compliant castings.

Enviro-curb logos on curb boxes for Type 11 frames and grates shall have the words "DUMP NO WASTE" and "DRAINS TO RIVER" or "DRAINS TO WATERWAY" cast into the top of all curb boxes.

Basis of Payment. This work will be paid for at the contract unit price per each for FRAMES AND GRATES, TYPE 11 as specified.

PAY ITEM #22-23 – STORM SEWER, PVC

Description. This work consists of constructing Polyvinyl chloride (PVC) pipe storm sewers on granular bedding at the locations shown on the plans or as determined by the Engineer. The material and installation requirements shall be according to the applicable portions of Section 550 of the Standard Specifications, except as modified herein. Storm sewers shall have a standard dimension ratio (SDR) equal to 26 and gasketed joints.

Materials. Storm sewers shall be Polyvinyl chloride (PVC) pressure pipe conforming to ASTM D-2241, SDR 26 and joints conforming to ASTM D-3212.

Construction Requirements. Storm sewers shall be installed on a minimum of 4-inches of granular bedding. Once the pipe has been installed the Contractor shall place bedding to 12-inches over the crown of the pipe. Bedding material will not be paid for separately but shall be included in the cost of this item.

Connections to the existing drainage systems (pipes or structures) and all material and equipment required to make the connections shall be included in the cost of this item. Connections to existing sewer pipe shall be made with Non-Shear couplings, Fernco Strongback RC Series or approved equal. The couplings shall be equipped with stainless steel bands.

Trench backfill shall be placed over the bedding material and shall be paid for as TRENCH BACKFILL.

Basis of Payment. This work will be paid for at the contract unit price per foot for STORM SEWER, PVC, of the diameter specified.

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PAY ITEM #24 – STORM SEWER, RCP

Description. This work consists of constructing reinforced concrete pipe storm sewers on granular bedding at the locations shown on the plans or as determined by the Engineer. The material and installation requirements shall be according to the applicable portions of Section 550 and 1042 of the Standard Specifications and as specified herein.

Materials. Storm sewer shall be reinforced concrete pipe in accordance with Section 1042 of the Standard Specifications with rubber gasket joints meeting ASTM C-443. Bedding material shall be crushed gravel or stone meeting gradation CA-7 or CA-11.

Construction Requirements. Storm sewers shall be installed on a minimum of 4-inches of granular bedding. Once the pipe has been installed the Contractor shall place bedding to 12-inches over the crown of the pipe. Bedding material will not be paid for separately but shall be included in the cost of this item.

Connections to the existing drainage systems (pipes or structures) and all material and equipment required to make the connections shall be included in the cost of this item. Connections to existing sewer pipe shall be made with Non-Shear couplings, Fernco Strongback RC Series or approved equal. The couplings shall be equipped with stainless steel bands.

Trench backfill shall be placed over the bedding material and shall be paid for as TRENCH BACKFILL.

Basis of Payment. This work will be paid for at the contract unit price per foot for STORM SEWER, RCP, of the diameter specified.

PAY ITEM #25 – CONCRETE BULKHEAD

Description. This work shall consist of constructing concrete bulkheads at the ends of abandoned pipe at the locations shown on the plans or as directed by the Engineer.

Existing storm sewer to be abandoned shall be plugged at both ends with a minimum of two (2) feet of non-shrink concrete mortar to the satisfaction of the Engineer. The bulkhead shall be water-tight and the inside of the pipe shall be free of excess material that might restrict flow.

Method of Measurement. This work will be measured for payment as each individual concrete bulkhead complete installed.

Basis of Payment. This work will be paid for as each for CONCRETE BULKHEAD.

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PAY ITEM #26 – TRAFFIC CONTROL AND PROTECTION (SPECIAL)

Description. This work shall consist of the furnishing, installation, maintenance, relocation, and removal of work zone traffic control and protection. This work shall be in accordance with Section 701 of the Standard Specifications, the Supplemental Specifications, the “Illinois Manual of Uniform Traffic Control Devices”, the Highway Standards and details contained in the Plans and Special Provisions, and the Special Provisions contained herein, except as modified herein.

The bid price for TRAFFIC CONTROL AND PROTECTION (SPECIAL) shall not exceed 5 percent of the total bid price. If the bid price for TRAFFIC CONTROL AND PROTECTION (SPECIAL) exceeds 5 percent of the total bid price, the Village may reject the Bid.

Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

HIGHWAY STANDARDS: 701301, 701501, 701801, 701901

DETAILS:

Traffic Control and Protection for Side Roads, Intersections, and Driveways
(TC-10)

SPECIAL PROVISIONS (Included in these Special Provisions):

Maintenance of Roadways
Work Zone Traffic Control Surveillance (LRS 3)
Flaggers in Work Zones (LRS 4)
Sidewalk, Corner, or Crosswalk Closure (BDE)

Contractor shall contact the Village at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets shall be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts, school bus companies, and trash haulers when access to any street will be temporarily closed or limited. Removal and replacement of curb and gutter and driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. The work shall be accomplished such that the streets shall be left open to local traffic at the end of each workday.

Method of Measurement. This work will be measured for payment on a lump sum basis. No measurement will be made of any of the individual components of this work.

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Basis of Payment. Traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL), which price shall include all of the above listed requirements, details, standards, and special provisions.

PAY ITEM #27 – CONSTRUCTION LAYOUT

Description. The Contractor shall furnish and place construction layout stakes for this project. Reference points to the centerline of survey and bench marks as shown in the plans. Any additional control points set by the Engineer will be identified in the field to the Contractor and all field notes will be kept in the office of the Engineer.

The Contractor shall provide field forces, equipment, and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary bench marks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 50 feet to assure substantial conformance to plan line and grade.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of responsibility to secure the proper dimensions, grades and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and bench marks and shall have them reset when any are damaged, lost, displaced, removed, or otherwise obliterated.

Responsibility of the Engineer

The Engineer will make random checks of the Contractor's staking to determine if the work is in conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.

It is not the responsibility of the Engineer, except as provided herein, to check the correctness of the Contractor's stakes; any errors apparent will be immediately called to the Contractor's attention and the Contractor shall make the necessary correction before the stakes are used for construction purposes.

Responsibility of the Contractor

The Contractor shall establish from the given survey points and bench marks all the control points necessary to construct the individual project elements. The Contractor shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to,

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line and grades in substantially completed construction work. It is the Contractor's responsibility to tie in centerline control points in order to preserve them during construction operations.

All work shall be according to normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Engineer at the completion of the project. All notes shall be neat, orderly and in accepted form.

Basis of Payment. This work will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT.

PAY ITEM #28 – PRE-CONSTRUCTION VIDEO RECORDING

Description. This work shall consist of performing color video and audio recording of the project area and other areas which may be impacted by construction.

Pre-construction video recordings will include coverage of the project area and all other areas which may be impacted by construction. Video recordings will also include construction easements when applicable. Video recordings will provide a visual record of all physical features within those areas, including, but not limited to, roadways, pavements, curbs, gutters, driveways, driveway aprons, sidewalks, carriage walks, parkways, trees, landscaping, shrubbery, plantings, landscaping walls, retaining walls, signs, sign posts, fences, utility poles, light poles, utilities, equipment, manholes, b-boxes, cleanouts, valves, curb structures, pipelines, buildings, mailboxes, and any other features located within the project area.

Video recordings will begin with an audio narrative which provides the current date and time, the name of the Village and name of project, and a description of both the starting location and the location or locations to be recorded, including street name or names, street addresses, and any additional information which may be necessary to describe the location and subject of viewing.

Video recordings will maintain viewer orientation by means of an audio commentary in the audio track of each video recording which provides an explanation of what is being viewed; and by videotaping landmarks and readily identifiable objects, including property addresses, street signs, or other appropriate objects, at appropriate intervals.

Pre-construction video recordings will be recorded at a rate of travel not exceeding 50 feet per minute, and zooming and panning rates will be controlled to provide clarity of features during playback. The finished product will be provided with bright, clear pictures and accurate colors free from distortion, tearing, rolls, or other forms of picture imperfection. The audio will have proper volume and clarity. All recordings will be

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performed at times of satisfactory visibility, and when no more than 10 percent of ground is obscured by snow, leaves, or other cover.

If any element within or portion of the project area is not adequately documented by the pre-construction video recording so as to definitively demonstrate its condition prior to the start of construction, Contractor will assume responsibility for the repair, restoration or replacement of that element or portion of the project area. Such repair, restoration or replacement will be to equal or better condition than previously existing, and will further comply with all standards and provisions which govern the work in question.

Schedule. Preconstruction video recording will be performed according to the following schedule:

- (a) Pre-construction video recording will be completed after a Notice to Proceed has been issued.
- (b) Pre-construction video recording will be completed after the Joint Utility Locating Information for Excavators (JULIE) request for the project area has cleared.
- (c) Pre-construction video recording will be completed before any equipment, materials, or other items are delivered to the site.
- (d) Pre-construction video recording will be completed no more than 7 chargeable days prior to the start of construction.
- (e) Pre-construction video recording will be completed, the required pre-construction video recording deliverables will be submitted to the Engineer, and the Engineer will review and issue written approval of the pre-construction video recording before any activity other than utility locating will be permitted to start. Such activity will include, but not be limited to, delivery of materials and equipment, installation of traffic control and erosion control, and completion of construction layout and tree protection. No days will be charged against the contract time while the video is under review by the Engineer, including the day the deliverables are submitted and the day a response is provided. If the pre-construction video recording or any portions thereof are rejected, the contract time will commence to run until revisions are submitted.
- (f) Pre-construction video recording will be submitted to Engineer for review prior to commencement of any construction, and receive acceptance of recordings prior to commencement of construction. Any areas found not acceptable to the Owner will be re-recorded at no additional cost to the contract.

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Deliverables. Video will be high-definition, with a minimum resolution of 1280 × 720 pixels per frame. Video will be filmed in a landscape aspect ratio. Video filmed in a portrait aspect ratio will be considered unacceptable and will be rejected.

Preconstruction video recordings will be provided as electronic files of .avi, .mp4, .m4v, .mkv, .wmv, or .mpg file format, or of such other file format as may be approved by Engineer. Preconstruction video recordings will be provided as independent digital container format files, which container files will include all video, audio, and other electronic information necessary to view the preconstruction video recording as intended.

Video DVD will be considered an unacceptable format for providing preconstruction video recordings, and will be rejected.

Pre-construction video recording electronic files will be provided on a portable electronic media device or devices of one of the following types: USB flash drive, SD flash memory card, CF flash memory card, data DVD, external hard drive, or such other portable electronic media device as may be approved by Engineer. Preconstruction video recording electronic files may also be provided via online file sharing, cloud storage, File Transfer Protocol (FTP), or other online or network file transfer methods if approved by Engineer.

Pre-construction video recording electronic files will be accompanied by corresponding logs which document the dates, times, and locations covered by each preconstruction video recording electronic file.

Contractor shall maintain copies of all items submitted to Engineer for Contractor's own use and record.

Method of Measurement. This work will be measured for payment on a lump sum basis. No measurement will be made of the individual components of this effort.

Basis of Payment. Pre-construction video recording will be paid for at the contract lump sum price for PRE-CONSTRUCTION VIDEO RECORDING.

PAY ITEM #29 – WATER USAGE CREDIT

Description. Pay items are provided as a part of this contract for the purpose of documenting the quantity of water obtained from the Village by the Contractor.

If the Contractor elects to obtain water from the Village, the Contractor shall comply with the Special Provision USE OF FIRE HYDRANTS. The quantity of water obtained from the Village by the Contractor shall be deducted from the contract as WATER USAGE DEDUCTION, and shall be credited to the contract as WATER USAGE CREDIT.

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The WATER USAGE CREDIT pay item for this contract has been established with a unit of measurement in thousands of gallons (TGAL), a quantity of fifteen (15.00), and a contract unit price of eight dollars and eighty-five cents (\$8.85), for a total WATER USAGE CREDIT contract price of one-hundred thirty-two dollars and seventy-five cents (\$132.75). Bidder, in submitting a bid, accepts the quantity, contract unit price, and total contract price of the WATER USAGE CREDIT pay item.

Method of Measurement. Water usage will be measured as the actual quantity of water obtained from the Village by the Contractor, which quantity shall be rounded up to the nearest 1,000 gallons.

Basis of Payment. The water usage credit will be paid for at the contract unit price per thousand gallons (TGAL) for WATER USAGE CREDIT. The quantity paid for as WATER USAGE CREDIT will be equal to the quantity deducted as WATER USAGE DEDUCTION.

PAY ITEM #30 – WATER USAGE DEDUCTION

Description. Pay items are provided as a part of this contract for the purpose of documenting the quantity of water obtained from the Village by the Contractor.

If the Contractor elects to obtain water from the Village, the Contractor shall comply with the Special Provision USE OF FIRE HYDRANTS. The quantity of water obtained from the Village by the Contractor shall be deducted from the contract as WATER USAGE DEDUCTION, and shall be credited to the contract as WATER USAGE CREDIT.

The WATER USAGE DEDUCTION pay item for this contract has been established with a unit of measurement in thousands of gallons (TGAL), a quantity of fifteen (15.00), and a contract unit price of a deduction of eight dollars and eighty-five cents (\$8.85), for a total WATER USAGE DEDUCTION contract price of a deduction of one-hundred thirty-two dollars and seventy-five cents (\$132.75). Bidder, in submitting a bid, accepts the quantity, contract unit price, and total contract price of the WATER USAGE DEDUCTION pay item.

Method of Measurement. Water usage will be measured as the actual quantity of water obtained from the Village by the Contractor, which quantity shall be rounded up to the nearest 1,000 gallons.

Basis of Payment. The water usage deduction will be deducted at the contract unit price per thousand gallons (TGAL) for WATER USAGE DEDUCTION. The quantity deducted as WATER USAGE DEDUCTION will be equal to the quantity paid for as WATER USAGE CREDIT.

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PAY ITEM #31 – CONTINGENCY ALLOWANCE

Description. A contingency allowance pay item is provided as a part of this contract for the purpose of facilitating the completion of unforeseen or additional work not included in the contract as awarded, and which is determined by the Engineer to be necessary and germane to the contract.

Use of the contingency allowance will be at the discretion of the Engineer. The Engineer may, at the Engineer's discretion, use the contingency allowance for any of the following reasons:

- (a) Facilitate a temporary payment allowance to the Contractor for work completed under existing contract pay items and for which completed quantities exceed contract quantities;
- (b) Facilitate a temporary payment allowance to the Contractor for work completed beyond the scope of existing contract pay items; or
- (c) Facilitate a temporary payment allowance to the Contractor for the purchase of equipment, materials or such other requisition as Engineer determines to be necessary for the completion of the Work.

Such use of the CONTINGENCY ALLOWANCE will be further subject to approval by the Village. The Village's decision with regard to use of the CONTINGENCY ALLOWANCE will be final.

- A. Any payments made to Contractor under the CONTINGENCY ALLOWANCE will be considered temporary, and will only be retained by Contractor until such time that an authorization of contract changes can be approved and incorporated into the contract.
- B. Contractor, in accepting payments made under the CONTINGENCY ALLOWANCE, agrees to the terms of this and other applicable special provisions. Contractor agrees to relinquish any monies and any claim to monies paid under the CONTINGENCY ALLOWANCE upon approval of an authorization of contract changes and payment for any work for which payment was previously made under the CONTINGENCY ALLOWANCE. Contractor further agrees to return any monies previously paid thereunder.
- C. The CONTINGENCY ALLOWANCE pay item for the Base Bid of this contract has been established with a unit of measurement in dollars, a quantity of 15,000.00, and a contract unit price of one dollar (\$1.00), for a total CONTINGENCY ALLOWANCE contract price of fifteen thousand dollars and no cents (\$15,000.00). Bidder, in submitting a bid, accepts the quantity,

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contract unit price, and total contract price of the CONTINGENCY ALLOWANCE.

Basis of Payment. This work will be paid for at the contract unit price per dollar for CONTINGENCY ALLOWANCE. The total bid amount for this item will be \$15,000.00.

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APPENDIX A

VILLAGE OF VILLA PARK ORDINANCE 3733

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS AMENDING THE REQUIREMENTS OF BIDDERS FOR
CONSTRUCTION PROJECTS**

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, section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-2) allows the Village to require competitive bidding after advertising for bids in the manner prescribed by ordinance; and,

WHEREAS, the President and Board of Trustees desire to adopt purchasing procedures to provide for additional requirements of bidders for construction projects to have active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training and to have bidders show three similar projects they constructed within the last five years.

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

Section 1. That Section 2-219 of the Villa Park Municipal Code, as amended, be and is hereby amended by placing the existing text as subsection A. and adding a new subsection B. to read as follows:

"B. A responsible bidder for the construction of public works projects shall meet and submit evidence of compliance with the following requirements:

- (1) All applicable laws prerequisite to doing business in the State of Illinois,
- (2) A federal employer tax identification number or social security number,
- (3) Provision of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions),
- (4) Certificates of insurance indicating the following coverage's: general liability, worker's compensation, completed operations, automobile, hazardous occupation and product liability
- (5) Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act,
- (6) The bidder and all bidder's sub-contractors must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for each of the trades of work contemplated under the proposed contract,
- (7) All contractors and sub-contractors are required to file certified payrolls as specified in Illinois Public Act 94-0515, and follow all provisions of the Employee Classification Act (820 ILCS 185/1 et seq.), and

- (8) All bidders must provide three (3) projects of a similar nature constructed in the immediate past five (5) years with the name, address and telephone number of the contact person having knowledge of the project along with three (3) references (name, address, and telephone number) with knowledge of the integrity and business practices of the bidder.”

Section 2. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed this 11 day of February, 2013.

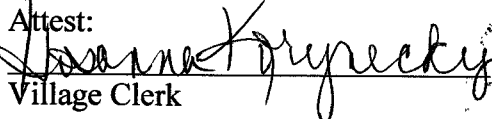
AYES: ALL

NAYS: Aiello Bulthuis

ABSENT: _____

Approved this 11 day of February, 2013.


Village President

Attest:

Village Clerk



Published in pamphlet form:

2-11, 2013

**RIDGE ROAD DRAINAGE IMPROVEMENTS
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APPENDIX B

IRMA CONTRACTUAL INSURANCE GUIDELINES

IRMA

CONTRACTUAL INSURANCE GUIDELINES

I. INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

CG2037 - Completed Operations – (Exhibit C)

Required if box is checked ☒ ; and

- B. Owners and Contractors Protective Liability (OCP) policy with the member as insured

Required if box is checked ☒ ; and

- C. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

- D. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

Coverage required for employee exposure to lead, if box is checked ☒

- E. Builder Risk Property Coverage with member as loss payee

Required if box is checked ☐.

- F. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

Required if box is checked ☐.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than the following, **if required under above scope**:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit.

Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the member. At the option of the member, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The member, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the member, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the member, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the member, its officials, employees, agents and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor'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.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the member, its officials, employees, agents and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by member. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the member, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

1. NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under contractor's coverage rather than member's if the member is borrowing, leasing or in day to day control of contractors employee.

Required if box is checked ☐.

C. Professional Liability (Required if box is checked ☐)

1. Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services

or failing to provide them, if that is the primary cause of injury or damage.

D. All Coverages

Each insurance policy required shall have the member expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VERIFICATION OF COVERAGE

Contractor shall furnish the member with certificates of insurance naming the member, its officials, employees, agents and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the member before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

II. INDEMNITY/HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the member, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the member, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the member, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the member, its officials, employees and agents, in

any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the member, its officials, employees and agents as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the member, may be retained by the member to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the member.

III. SAFETY/LOSS PREVENTION

Safety/Loss Prevention Program Requirements

- Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.
- Evidence of completed employee safety training can be provided.

Regulatory Requirements

- Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
SAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Exhibit D (Example)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Name of Insurance Broker	CONTACT NAME: Producer/Ins. Broker Contact Info.	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Name of Contractor	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Name of Insurance Company	NAIC # Completed
	INSURER B: Name of Insurance Company	Completed
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☐ CLAIMS-MADE ☐ OCCUR Owners & Cont. Prot.						MED EXP (Any one person) \$ 5,000
	☐ (OCP) if requested						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COM/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY			Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS						\$
A	☒ UMBRELLA LIAB	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ Per Request
	☐ EXCESS LIAB						AGGREGATE \$ Per Request
	☐ OCCUR						
	☐ CLAIMS-MADE						
	DED ☐ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
	Professional Liability (other specialty coverages as requested)			Policy Number Inserted	Policy Start Date	Policy start Date	\$1,000,000 per occurrence or as requested

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

List project number, location and description.

No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2026). Coverage to additional insured is primary. Additional Insured: Member, its officials, employees, agents and volunteers.

* Member named as cancellation notice recipient.

CERTIFICATE HOLDER

CANCELLATION

Name of Member	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. *
	AUTHORIZED REPRESENTATIVE Signature of authorized insurance company representative

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ACORD 25 (2010/05)

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**RIDGE ROAD DRAINAGE IMPROVEMENTS
VILLAGE OF VILLA PARK**

APPENDIX C

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

CHECK SHEET FOR RECURRING SPECIAL PROVISIONS

CHECK SHEET FOR LOCAL ROADS & STREETS RECURRING SPECIAL PROVISIONS

BDE SPECIAL PROVISIONS

SPECIAL PROVISION FOR INSURANCE (LR 107-4)

SPECIAL PROVISION FOR EQUIPMENT RENTAL RATES (LR 109)

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2025

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-22) (Revised 1-1-25)

SUPPLEMENTAL SPECIFICATIONS

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Check Sheet for Recurring Special Provisions

Local Public Agency

County

Section Number

Village of Villa Park

DuPage

☐ **Check this box for lettings prior to 01/01/2025**

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

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Local Public Agency	County	Section Number
Village of Villa Park	DuPage	

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

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BDE SPECIAL PROVISIONS
For the January 17 and March 7, 2025 Lettings

The following special provisions indicated by a “check mark” are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

File Name	#		Special Provision Title	Effective	Revised
	80099	1	☐ Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	☐ Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	☐ Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
	80173	4	☐ Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	☐ Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
*	80241	6	☐ Bridge Demolition Debris	July 1, 2009	
*	50531	7	☐ Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261	8	☐ Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80460	9	☐ Cement, Finely Divided Minerals, Admixtures, Concrete, and Mortar	Jan. 1, 2025	
	80384	10	☐ Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11	☐ Completion Date (via calendar days)	April 1, 2008	
*	80199	12	☐ Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80461	13	☐ Concrete Barrier	Jan. 1, 2025	
	80453	14	☐ Concrete Sealer	Nov. 1, 2023	
	80261	15	☒ Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2025
*	80029	16	☐ Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	17	☐ Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452	18	☐ Full Lane Sealant Waterproofing System	Nov. 1, 2023	
	80447	19	☐ Grading and Shaping Ditches	Jan. 1, 2023	
	80433	20	☐ Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80456	21	☒ Hot-Mix Asphalt	Jan. 1, 2024	Jan. 1, 2025
	80446	22	☐ Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438	23	☐ Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
	80450	24	☐ Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80441	25	☐ Performance Graded Asphalt Binder	Jan. 1, 2023	
	80459	26	☐ Preformed Plastic Pavement Marking	June 2, 2024	
*	34261	27	☐ Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80455	28	☐ Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
	80445	29	☐ Seeding	Nov. 1, 2022	
	80457	30	☐ Short Term and Temporary Pavement Markings	April 1, 2024	April 2, 2024
	80462	31	☐ Sign Panels and Appurtenances	Jan. 1, 2025	
	80448	32	☐ Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340	33	☐ Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	34	☐ Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	35	☐ Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	36	☐ Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437	37	☐ Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
	80435	38	☐ Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
*	20338	39	☐ Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	40	☐ Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	41	☐ Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80458	42	☐ Waterproofing Membrane System	Aug. 1, 2024	
	80302	43	☐ Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80454	44	☐ Wood Sign Support	Nov. 1, 2023	
	80427	45	☒ Work Zone Traffic Control Devices	Mar. 2, 2020	Jan. 1, 2025
*	80071	46	☐ Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions have been deleted from use.

<u>File Name</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80449	Cement, Type IL	Aug. 1, 2023	
80451	Portland Cement Concrete	Aug. 1, 2023	

The following special provisions are in the 2025 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80434	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Articles 542.03, 550.03, 1040.03, 1040.04(b), 1040.04(d) & 1040.08	Jan. 1, 2021	
80443	High Tension Cable Median Barrier Removal	Section 632	April 1, 2022	
80045	Material Transfer Device	Articles 406.03, 406.06(f), 406.13(b), 406.14 & 1102.02	Nov 15, 1999	Jan. 1, 2022
80410	Traffic Spotters	Article 701.13	Jan. 1, 2019	

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: January 1, 2025

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted according to the table below.

Horsepower Range	Model Year and Older
50-99	2003
100-299	2002
300-599	2000
600-749	2001
750 and up	2005

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

HOT-MIX ASPHALT (BDE)

Effective: January 1, 2024

Revised: January 1, 2025

Revise the first and second paragraphs of Articles 1030.06(c)(2) of the Standard Specifications to read:

“(2) Personnel. The Contractor shall provide a QC Manager who shall have overall responsibility and authority for quality control. This individual shall maintain active certification as a Hot-Mix Asphalt Level II technician.

In addition to the QC Manager, the Contractor shall provide sufficient personnel to perform the required visual inspections, sampling, testing, and documentation in a timely manner. Mix designs shall be developed by personnel with an active certification as a Hot-Mix Asphalt Level III technician. Technicians performing mix design testing and plant sampling/testing shall maintain active certification as a Hot-Mix Asphalt Level I technician. The Contractor may provide a technician trainee who has successfully completed the Department's "Hot-Mix Asphalt Trainee Course" to assist in the activities completed by a Hot-Mix Asphalt Level I technician for a period of one year after the course completion date. The Contractor may also provide a Gradation Technician who has successfully completed the Department's "Gradation Technician Course" to run gradation tests only under the supervision of a Hot-Mix Asphalt Level II Technician. The Contractor shall provide a Hot-Mix Asphalt Density Tester who has successfully completed the Department's "Nuclear Density Testing" course to run all nuclear density tests on the job site.”

Revise the second paragraph of Articles 1030.07(a)(11) and 1030.08(a)(9) of the Standard Specifications to read:

“When establishing the target density, the HMA maximum theoretical specific gravity (G_{mm}) will be based on the running average of four available Department test results for that project. If less than four G_{mm} test results are available, an average of all available Department test results for that project will be used. The initial G_{mm} will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project, the Department mix design verification test result will be used as the initial G_{mm} .”

Revise Article 1030.09(g)(2) of the Standard Specifications to read:

“(2) The Contractor shall complete split verification sample tests listed in the Limits of Precision table in Article 1030.09(h)(1).”

In the Supplemental Specifications, replace the revision for the end of the third paragraph of Article 1030.09(h)(2) with the following:

“When establishing the target density, the HMA maximum theoretical specific gravity (G_{mm}) will be the Department mix design verification test result.”

Revise the tenth paragraph of Article 1030.10 of the Standard Specifications to read:

“Production is not required to stop after a test strip has been constructed.”

80456

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Revised: January 1, 2025

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices shall be MASH compliant.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices shall be MASH compliant.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant

with NCHRP 350, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as sign supports, speed feedback displays, arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH compliant is available, an NCHRP 350 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

80427

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Village of Villa Park

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
EQUIPMENT RENTAL RATES

Effective: January 1, 2012

All references to Sections or Articles in this specification shall be construed to mean a specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

Replace Article 109.04(b)(4) with the following:

- "(4) Equipment. For any machinery or special equipment (other than small tools) the use of which has been authorized by the Engineer, the Contractor will be paid according to the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE" and latest index factor as issued by the Illinois Department of Transportation. The equipment should be of a type and size reasonably required to complete the extra work."

**RIDGE ROAD DRAINAGE IMPROVEMENTS
VILLAGE OF VILLA PARK**

APPENDIX D

DUPAGE COUNTY PREVAILING WAGE RATES

DuPage County Prevailing Wage Rates posted on 3/3/2025

						Overtime										
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		50.15	51.15	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		41.27	44.57	1.5	1.5	2.0	2.0	15.84	16.02	0.00	0.90		3.11	6.21
BOILERMAKER	All	BLD		55.76	60.77	2.0	2.0	2.0	2.0	6.97	26.44	0.00	3.34	1.95	0.00	38.26
BRICK MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
CARPENTER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
CEMENT MASON	All	ALL		52.00	54.00	2.0	1.5	2.0	2.0	17.81	23.00	0.00	1.15		2.00	4.00
CERAMIC TILE FINISHER	All	BLD		47.09	47.09	1.5	1.5	2.0	2.0	13.00	16.82	0.00	1.09	0.00	5.17	10.34
CERAMIC TILE LAYER	All	BLD		54.84	59.84	1.5	1.5	2.0	2.0	13.00	20.68	0.00	1.17	0.00	7.15	14.30
COMMUNICATION TECHNICIAN	All	BLD		39.35	42.15	1.5	1.5	2.0	2.0	14.65	24.59	3.20	0.83	0.00	14.32	28.62
ELECTRIC PWR EQMT OP	All	ALL		50.82	69.34	1.5	1.5	2.0	2.0	7.25	14.22	0.00	1.52	1.52	8.63	17.26
ELECTRIC PWR GRNDMAN	All	ALL		39.04	69.34	1.5	1.5	2.0	2.0	7.25	10.93	0.00	1.17	1.17	6.63	13.27
ELECTRIC PWR LINEMAN	All	ALL		61.09	69.34	1.5	1.5	2.0	2.0	7.25	17.10	0.00	1.83	1.83	10.38	20.76
ELECTRIC PWR TRK DRV	All	ALL		40.46	69.34	1.5	1.5	2.0	2.0	7.25	11.33	0.00	1.21	1.21	6.87	13.75
ELECTRICIAN	All	BLD		47.16	51.41	1.5	1.5	2.0	2.0	14.65	28.19	7.36	1.20		18.39	36.76
ELEVATOR CONSTRUCTOR	All	BLD		67.84	76.32	2.0	2.0	2.0	2.0	16.18	20.96	5.42	0.75		0.00	0.00
FENCE ERECTOR	NE	ALL		51.00	53.00	1.5	1.5	2.0	2.0	13.74	18.32	0.00	0.75		0.00	0.00
GLAZIER	All	BLD		51.55	53.05	1.5	2.0	2.0	2.0	15.64	26.18	0.00	2.27	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		55.02	58.32	1.5	1.5	2.0	2.0	15.84	19.01	0.00	0.90		4.60	9.20
IRON WORKER	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
LABORER	All	ALL		50.15	50.90	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
LATHER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
MACHINIST	All	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		39.50	53.55	1.5	1.5	2.0	2.0	12.70	22.32	0.00	0.73	0.00	2.88	5.76
MARBLE SETTER	All	BLD		51.00	56.10	1.5	1.5	2.0	2.0	12.70	24.01	0.00	0.92	0.00	3.73	7.45
MATERIAL TESTER I	All	ALL		40.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		45.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00

DuPage County Prevailing Wage Rates posted on 3/3/2025

MILLWRIGHT	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	1	60.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	2	59.50	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	56.95	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	4	55.20	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	5	64.55	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	6	61.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	7	63.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT		50.50	50.50	1.5	1.5	2.0	2.0	23.95	21.40	2.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	1	59.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	2	58.45	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	3	56.40	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	4	55.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	5	53.80	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	6	62.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	7	60.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		57.51	60.51	2.0	2.0	2.0	2.0	14.31	26.50	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		53.05	55.05	1.5	1.5	1.5	2.0	16.08	9.90	0.00	1.65	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		46.76	52.53	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
PIPEFITTER	All	BLD		57.00	60.00	1.5	1.5	2.0	2.0	13.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		52.00	55.12	1.5	1.5	2.0	2.0	12.70	24.23	0.00	1.18	0.00	4.22	8.43
PLUMBER	All	BLD		58.55	62.05	1.5	1.5	2.0	2.0	17.75	17.74	0.00	1.83		0.00	0.00
ROOFER	All	BLD		50.25	55.25	1.5	1.5	2.0	2.0	11.98	17.34	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		56.35	60.86	1.5	1.5	2.0	2.0	15.41	19.83	0.00	1.79	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		60.00	62.75	1.5	1.5	2.0	2.0	14.95	19.40	0.00	1.10	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
SURVEY WORKER	All	BLD		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00

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SURVEY WORKER	All	HWY		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
TERRAZZO FINISHER	All	BLD		48.94	48.94	1.5	1.5	2.0	2.0	13.00	18.42	0.00	1.11	0.00	4.22	8.44
TERRAZZO MECHANIC	All	BLD		52.85	56.35	1.5	1.5	2.0	2.0	13.00	19.81	0.00	1.15	0.00	4.47	8.94
TRAFFIC SAFETY WORKER I	All	HWY		42.10	43.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		43.10	44.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	44.06		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	44.21		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.41		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.61		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TUCK POINTER	All	BLD		51.53	52.53	1.5	1.5	2.0	2.0	10.05	22.66	0.00	1.15	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

DuPage County Prevailing Wage Rates posted on 3/3/2025

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network),

DuPage County Prevailing Wage Rates posted on 3/3/2025

pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc,

DuPage County Prevailing Wage Rates posted on 3/3/2025

Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master

DuPage County Prevailing Wage Rates posted on 3/3/2025

Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

**RIDGE ROAD DRAINAGE IMPROVEMENTS
VILLAGE OF VILLA PARK**

APPENDIX E

DCEO GRANT AGREEMENT



Illinois Department of Commerce & Economic Opportunity

JB Pritzker, Governor

December 20, 2023

Nick Cuzzone
Village President
Village of Villa Park
20 South Ardmore Avenue
Villa Park, IL 60181-2610

Dear Hon. Cuzzone,

The Department of Commerce and Economic Opportunity (the Department) would like to welcome you to our community of grantees and congratulate you on your grant award (21-413011).

The Department administers a wide range of economic and workforce development programs, services and initiatives designed to create and retain high quality jobs and build strong communities. The Department leads the Illinois economic development process in partnership with businesses, local governments, workers and families.

When administering grant programs, the Department follows guidance from the Grant Accountability and Transparency Act (GATA) (44 Ill. Admin. Code Part 7000) and federal uniform guidance (2CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

To ensure your organization achieves its goals and objectives and remains in compliance with the grant terms, we have provided a few helpful resources and tips to get you started:

1. Read and understand your grant agreement. The grant agreement outlines grant requirements and programmatic deliverables.
2. Frequent our Grantee Resource Site to review tutorials on the grant process (go to www.illinois.gov/dceo, click on Grant Opportunities and Grantee Resource Site).
3. Maintain your organization's profile on the Illinois GATA Grantee Portal at grants.illinois.gov/portal (i.e. confirm organization and contact information, monitor pre-qualification status, make indirect cost elections and comply with audit requirements).
4. Keep all relevant grant-related documents during the required record retention period. This includes receipts and proof of payment for all grant expenditures, such as, invoices, proposals, contracts, procurement bids, statements of work, bank statements, copies of check and ACH/Wire Transfer documentation. (Please refer to your grant agreement for the record retention period).
5. If your organization expends over \$300,000 in state or federal grant funds during its fiscal year, a financial statement or single audit may be required. Please note, this expense may not be covered with grant funds.

If you have any questions or concerns, please contact your grant manager.

Sincerely,

Kristin A. Richards
Director



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
Village of Villa Park**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Village of Villa Park (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

VILLAGE OF VILLA PARK

By: Kristin A. Richards
Signature of Kristin A. Richards, Director
By: Meghan L. Street
Cash Desk Manager

Date:

12/29/23

By: Nick Cuzzone
Signature of Authorized Representative

Date:

12/12/2023

By: _____
Signature of Designee

Date:

Printed Name:

Printed Title:

Designee

Printed Name: Matt Harline Nick CUZZONE

Printed Title: Village Manager Village President

Email: mharline@invillapark.com

President CUZZONE@invillapark.com

By: _____
Signature of Second Grantor Approver, if applicable

Date:

Printed Name:

Printed Title:

Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable

Date:

Printed Name:

Printed Title:

Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date:

Printed Name:

Printed Title:

Third Grantor Approver

PART ONE – THE UNIFORM TERMS

ARTICLE I DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **10/01/2023** and expires on **09/30/2025** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$288,500.00**, of which **\$288,500.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **SLT-3381**, the federal awarding agency is **Department Of The Treasury**, and the Federal Award date is **03/03/2021**. If applicable, the Assistance Listing Program Title is **The American Rescue Plan Act/State Fiscal Recovery Fund Program** and Assistance Listing Number is **21.027**. The Catalog of State Financial Assistance (CSFA) Number is 420-27-2662 and the CSFA Name is Installation and/or Replacement of Utilities. If applicable, the State Award Identification Number (SAIN) is 2662-44367.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **TGAKEG77EJ1** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366006132** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

☐ Individual	☐ Pharmacy-Non Corporate
☐ Sole Proprietorship	☐ Pharmacy/Funeral Home/Cemetery Corp.
☐ Partnership	☐ Tax Exempt
☐ Corporation (includes Not For Profit)	☐ Limited Liability Company (select applicable tax classification)
☐ Medical Corporation	☐ P = partnership
☒ Governmental Unit	☐ C = corporation
☐ Estate or Trust	

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds

awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) Internal Revenue Code and Illinois Income Tax Act. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. **Timely Billing Required.** Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. **Specific Conditions.** If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(l) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in PART TWO or PART THREE. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and

must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If

suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost

or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make & enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly &/or to use State & federal programs, grants, & subsidies that are available to assist in discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The Grantee is a governmental entity providing services to residents of the Village of Villa Park in DuPage County.

Grant funds will be utilized for a portion of the costs, including any that are prior incurred, associated with the implementation of various stormwater improvements at multiple locations within the corporate limits of the Grantee. Grant funds will be used for the purchase and installation of storm sewers, manholes, catch basins, associated pavement restoration, and nonpaved area grading and restoration at various locations. The project is necessary to reduce flooding and improve stormwater drainage to prevent further damage to residential and commercial properties. Unless otherwise determined by the Department, this award is considered to be covered by Expenditure Category 5.6 (Clean Water- Stormwater) as identified within the associated federal guidance. All other costs associated with the completion of the project will be paid via the use of other funding sources.

Specifically, Grant funds will include a portion of the costs associated with the project as follows:

Paving/Concrete/Masonry – to include costs associated with the purchase and installation of asphalt and concrete for replacement of removed pavement.

Excavation/Site Prep/Demo – to include costs associated with the excavation, grading and restoration of the project sites, including the purchase of topsoil, seed, and erosion blankets.

Plumbing – to include costs associated with the purchase and installation of storm sewers, catch basins, and manholes.

The completion of this project will benefit the public by providing flood mitigation and improved stormwater drainage for residents and businesses.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 607 E. Adams St.
Springfield, IL 62701

GRANTEE CONTACT

Name: Matt Harline
Title: Village Manager
Address: 20 South Ardmore Avenue
Villa Park, IL 60181-2610

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Alex Fuller
Title: Grant Manager
Address: 607 E. Adams St.
Springfield, IL 62701
Phone: 217-782-9988
TTY#: (800) 785-6055
Email: Alex.Fuller@Illinois.gov
Address:

GRANTEE CONTACT

Name: Michael Guerra
Title: Director of Public Works
Address: 20 South Ardmore Avenue
Villa Park, IL 60181-2610
Phone: 630-834-8505
TTY#: N/A
Email: mguerra@invillapark.com
Address:

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lucy Tankoua
Email: lucy.tankoua@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: 607 E. Adams St.
Springfield, IL 62701

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

There were no conditions resulting from the Programmatic Risk Assessment.

PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

25.1. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.

25.2. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

ARTICLE XXVII ADDITIONAL BUDGET PROVISIONS

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

ARTICLE XXVIII ADDITIONAL REPRESENTATIONS AND WARRANTIES

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

- (a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
- (b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;
- (c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
- (d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;
 - (ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may

seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (**Exhibits A, B and D**).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (**Exhibits A, B and D**) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be

extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

31.2. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement on behalf of the Grantee, or be paid with Grant Funds derived directly or indirectly through this Award without the written approval of the Grantor unless Grantee is a State agency.

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Grantee Responsibility. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Grantor shall not be responsible for monitoring Grantee's compliance.

33.2. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.3. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.4. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled 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.

33.5. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled 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.

33.6. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be

manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*).

33.7. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.8. Identity Protection Act (5 ILCS 179/1 *et seq.*) and Personal Information Protection Act (815 ILCS 530/1 *et seq.*). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in

all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

ARTICLE XXXIV ADDITIONAL MISCELLANEOUS PROVISIONS

34.1. **Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes.** The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. **Required Notice.** Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

ARTICLE XXXV ADDITIONAL REQUIRED CERTIFICATIONS

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. **Sexual Harassment.** The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. **Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies.** The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse

Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

December 2023

- Monthly Periodic Financial Report (12/15/2023) - Covering Period of 10/01/2023 - 11/30/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (12/15/2023) - Covering Period of 10/01/2023 - 11/30/2023; Send To: Grant Manager

January 2024

- Monthly Periodic Financial Report (01/15/2024) - Covering Period of 12/01/2023 - 12/31/2023; Send To: Grant Manager
- Monthly Periodic Performance Report (01/15/2024) - Covering Period of 12/01/2023 - 12/31/2023; Send To: Grant Manager

February 2024

- Monthly Periodic Financial Report (02/15/2024) - Covering Period of 01/01/2024 - 01/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (02/15/2024) - Covering Period of 01/01/2024 - 01/31/2024; Send To: Grant Manager

March 2024

- Monthly Periodic Financial Report (03/15/2024) - Covering Period of 02/01/2024 - 02/29/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (03/15/2024) - Covering Period of 02/01/2024 - 02/29/2024; Send To: Grant Manager

April 2024

- Monthly Periodic Financial Report (04/15/2024) - Covering Period of 03/01/2024 - 03/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (04/15/2024) - Covering Period of 03/01/2024 - 03/31/2024; Send To: Grant Manager

May 2024

- Monthly Periodic Financial Report (05/15/2024) - Covering Period of 04/01/2024 - 04/30/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (05/15/2024) - Covering Period of 04/01/2024 - 04/30/2024; Send To: Grant Manager

June 2024

- Monthly Periodic Financial Report (06/17/2024) - Covering Period of 05/01/2024 - 05/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (06/17/2024) - Covering Period of 05/01/2024 - 05/31/2024; Send To: Grant Manager

July 2024

- Monthly Periodic Financial Report (07/15/2024) - Covering Period of 06/01/2024 - 06/30/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (07/15/2024) - Covering Period of 06/01/2024 - 06/30/2024; Send To: Grant Manager

August 2024

- Monthly Periodic Financial Report (08/15/2024) - Covering Period of 07/01/2024 - 07/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (08/15/2024) - Covering Period of 07/01/2024 - 07/31/2024; Send To: Grant Manager

September 2024

- Monthly Periodic Financial Report (09/16/2024) - Covering Period of 08/01/2024 - 08/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (09/16/2024) - Covering Period of 08/01/2024 - 08/31/2024; Send To: Grant Manager

October 2024

- Monthly Periodic Financial Report (10/15/2024) - Covering Period of 09/01/2024 - 09/30/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (10/15/2024) - Covering Period of 09/01/2024 - 09/30/2024; Send To: Grant Manager

November 2024

- Monthly Periodic Financial Report (11/15/2024) - Covering Period of 10/01/2024 - 10/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (11/15/2024) - Covering Period of 10/01/2024 - 10/31/2024; Send To: Grant Manager

December 2024

- Monthly Periodic Financial Report (12/16/2024) - Covering Period of 11/01/2024 - 11/30/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (12/16/2024) - Covering Period of 11/01/2024 - 11/30/2024; Send To: Grant Manager

January 2025

- Monthly Periodic Financial Report (01/15/2025) - Covering Period of 12/01/2024 - 12/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (01/15/2025) - Covering Period of 12/01/2024 - 12/31/2024; Send To: Grant Manager

February 2025

- Monthly Periodic Financial Report (02/17/2025) - Covering Period of 01/01/2025 - 01/31/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (02/17/2025) - Covering Period of 01/01/2025 - 01/31/2025; Send To: Grant Manager

March 2025

- Monthly Periodic Financial Report (03/17/2025) - Covering Period of 02/01/2025 - 02/28/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (03/17/2025) - Covering Period of 02/01/2025 - 02/28/2025; Send To: Grant Manager

April 2025

- Monthly Periodic Financial Report (04/15/2025) - Covering Period of 03/01/2025 - 03/31/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (04/15/2025) - Covering Period of 03/01/2025 - 03/31/2025; Send To: Grant Manager

May 2025

- Monthly Periodic Financial Report (05/15/2025) - Covering Period of 04/01/2025 - 04/30/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (05/15/2025) - Covering Period of 04/01/2025 - 04/30/2025; Send To: Grant Manager

June 2025

- Monthly Periodic Financial Report (06/16/2025) - Covering Period of 05/01/2025 - 05/31/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (06/16/2025) - Covering Period of 05/01/2025 - 05/31/2025; Send To: Grant Manager

July 2025

- Monthly Periodic Financial Report (07/15/2025) - Covering Period of 06/01/2025 - 06/30/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (07/15/2025) - Covering Period of 06/01/2025 - 06/30/2025; Send To: Grant Manager

August 2025

- Monthly Periodic Financial Report (08/15/2025) - Covering Period of 07/01/2025 - 07/31/2025; Send To: Grant Manager

- Monthly Periodic Performance Report (08/15/2025) - Covering Period of 07/01/2025 - 07/31/2025; Send To: Grant Manager

September 2025

- Monthly Periodic Financial Report (09/15/2025) - Covering Period of 08/01/2025 - 08/31/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (09/15/2025) - Covering Period of 08/01/2025 - 08/31/2025; Send To: Grant Manager

October 2025

- Monthly Periodic Financial Report (10/15/2025) - Covering Period of 09/01/2025 - 09/30/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (10/15/2025) - Covering Period of 09/01/2025 - 09/30/2025; Send To: Grant Manager

November 2025

- End of grant Closeout Financial Report (11/14/2025) - Covering Period of 10/01/2023 - 09/30/2025; Send To: Grant Manager
- End of grant Closeout Performance Report (11/14/2025) - Covering Period of 10/01/2023 - 09/30/2025; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1 Coronavirus State and Local Fiscal Recovery Funds Compliance. The Grant Funds awarded pursuant to this Agreement are a subaward from the State's allocation from the Coronavirus State Fiscal Recovery Fund ("SLFRF") established by Section 602 of the Social Security Act, 42 USC 802. Grantee is required to comply with, and is subject to, all requirements of the SLFRF, the final rule implementing the SLFRF, effective April 1, 2022 (the "final rule"), (87 Fed. Reg. 4338, Jan. 27, 2022) and all other related rules and guidance issued by Grantor and the U.S. Department of the Treasury ("Treasury"), including, but not limited to the following:

(a) Interest on Grant Funds. The Grant Funds awarded pursuant to this Agreement are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR Part 205 or 2 CFR 200.305(b)(8)-9. Thus, Grantee is exempt from the provisions in Paragraph 4.7 of this Agreement. As such, Grantee can deposit Grant Funds in an interest-bearing account, does not need to remit interest to Grantor or to Treasury, and is not limited to using that interest for eligible uses under this Award.

(b) Recordkeeping Requirements.

(i) The SLFRF guidance issued by Treasury requires a longer records retention period than is required by paragraph 12.1 of this Agreement. Therefore, the Grantee is required to maintain, until December 31, 2031, adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to this Award. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken. Grantee is responsible for ensuring all contractors and subrecipients, if applicable, adhere to these records retention requirements.

(ii) Grantee agrees to provide or make available all records related to this Award to Grantor or to Treasury upon request, and to any authorized oversight body, including, but not limited to, the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").

(c) Audits.

(i) Grantee may not use Grant Funds for costs for audits not performed in accordance with 2 CFR 200, Subpart F. Grantee also may be subject to audits as deemed necessary by authorized governmental entities, including Treasury, the GAO, the PRAC and the Treasury's OIG. Per Treasury Guidance, Grantee may be exempt from certain requirements in ARTICLE XV, as set forth below.

(ii) Notwithstanding the provisions in ARTICLE XV herein:

The financial statement audit thresholds and the requirement to submit a Consolidated Year-End Financial Report set forth in Article XV do not apply to this Award for all grantees. Further, if Grantee is a "for-profit" entity, the program-specific audit threshold and the requirement for Grantee to submit an annual audit to Grantor in ARTICLE XV, if applicable, also do not apply.

(d) Civil Rights Law Compliance. In addition to the other non-discrimination and Civil Rights law compliance required in this Agreement, Grantee also certifies it is in full compliance with the terms and provisions of all legal requirements of the Treasury relating to non-discrimination and non-discriminatory use of federal funds. These requirements include ensuring that Grantee does not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (42 USC 2000d-1 *et seq.*) and the Treasury's implementing regulations, 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681 *et seq.*) and the Treasury's implementing regulations, 31 CFR Part 28; and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*) and the Treasury's implementing regulations at 31 CFR Part 23.

(e) Reporting Requirements. In addition to the reporting requirements set forth in this Agreement, Grantee shall submit obligation and expenditure data and performance indicators and programmatic data as required by this section, the American Rescue Plan Act of 2021 and related federal guidance, in a format requested by Grantor. See Compliance and Reporting Guidance- State and Local Fiscal Recovery Funds, available at: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>. To the extent possible, when applicable, Grantee should provide data disaggregated by race, ethnicity, gender, income, and other relevant factors as required by Grantor.

(i) Expenditure Category. For the purpose of the State of Illinois' required quarterly reports for its allocation from the SLFRF, this Award falls within the following expenditure category ("EC") 5.6.

(iii) Quarterly Reporting for Infrastructure Projects (EC 5.1 – 5.21) In addition to the expenditure reporting requirements, for all projects listed under the Water, Sewer and Broadband Infrastructure Expenditure Categories more detailed project-level information is required. See Compliance and Reporting Guidance- State and Local Fiscal Recovery Funds, at pp. 26-28, available at: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>. For each project in these three categories Grantee is also required to report the following information in its quarterly reports:

1. All Infrastructure projects (EC 5.1 – 5.21):
 - Projected/actual construction start date (month/year);
 - Projected/actual initiation of operations date (month/year);
 - Location (for broadband, geospatial location data of locations to be served); and
 - **For projects over \$10 million (based on expected total cost):**
 - a. Grantee may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). If such certification is not provided, Grantee must provide a project employment and local impact report detailing:
 - The number of employees of contractors and subcontractors working on the project;
 - The number of employees on the project hired directly and hired through a third party;
 - The wages and benefits of workers on the project by classification; and
 - Whether those wages are at rates less than those prevailing (as determined by the Davis-Bacon Act).
- Grantee must maintain sufficient records to substantiate this information upon request.
- b. Grantee may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If Grantee does not provide such certification, Grantee must provide a project workforce continuity plan, detailing the following:
 - How Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
 - How Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
 - How Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);

- Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
 - Whether the project has completed a project labor agreement.
- c. Whether the project prioritizes local hires.
- d. Whether the project has a Community Benefit Agreement, with a description of any such agreement.
- e. Provide a narrative description of workforce practices. Explain how the project uses strong labor standards to promote effective and efficient delivery of high-quality infrastructure projects while also supporting the economic recovery through strong employment opportunities for workers. For example, report whether any of the following practices are being utilized: project labor agreements, community benefits agreements, prevailing wage requirements, and local hiring.

2. Water and Sewer Projects (EC 5.1-5.18):

- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- Median Household Income of service area
- Lowest Quintile Income of the service area

(iii) Annual Reporting- Recovery Plan Performance Report. The State of Illinois is annually required to publish and submit to Treasury a Recovery Plan Performance Report. Grantor may provide data from Grantee's quarterly reports to the Governor's Office of Management and Budget or a designee for submission with the State's Recovery Plan Performance Report. Grantee may be required to provide additional data for annual reporting as requested by Grantor or as required by subsequent updates to Treasury guidance.

(f) Publications. Any publications produced with Grant Funds from this Award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLT-3381 awarded to the State of Illinois by the U.S. Department of the Treasury."

(g) Protections for Whistleblowers. In accordance with 41 USC 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; or

- A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this paragraph, in the predominant native language of the workforce.

(h) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

(i) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

(j) Disclosure to Treasury and Public Disclosure. Grantor is required to provide detailed obligation and expenditure information to Treasury for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made from SLFRF funds that are greater than \$50,000. Grantee acknowledges that identifying and demographic information (e.g. DUNS/UEI/FEIN number and location); the award date, type, amount and description; award payment method; and any other information contained within this Agreement may be subject to disclosure to Treasury by Grantor, the Governor's Office of Management and Budget, and/or their designees. Grantor cannot guarantee the information provided to Treasury will remain confidential. Subject to federal statutes governing confidentiality of personal identification information (e.g. 42 USC 405), Treasury will make data submitted by Grantor and other State entities publicly available. See Project and Expenditure Report User Guide, <https://home.treasury.gov/system/files/136/Project-and-Expenditure-Report-User-Guide.pdf>.

37.2 Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3 Projects Requiring External Sign-offs.

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

	AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
<u>X</u>	Illinois State Historic Preservation Office	<u> </u>	<u>X</u>
<u> </u>	Illinois Dept. of Agriculture	<u> </u>	<u> </u>
<u>X</u>	Illinois Dept. of Natural Resources	<u> </u>	<u>X</u>
<u> </u>	Illinois Environmental Protection Agency	<u> </u>	<u> </u>
<u> </u>	NONE APPLICABLE	<u> </u>	<u> </u>

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) External Sign-Off Provisions:

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**
- d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4 Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

37.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000

or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7. Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor's bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.

**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2024
Grantee:	Village of Villa Park	DUNS Number:	46573184
NOFO Number:		Grant Number:	21-413011
CSFA Number:			
CSFA Description:			

Section A: State of Illinois Funds

Revenues

State of Illinois Grant Amount Requested \$288,500.00

Budget Expenditure Categories

1. Personnel (200.430)		
2. Fringe Benefits (200.431)		
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction	\$288,500.00	
1219 PAVING/CONCRETE/MASONRY		\$19,400.00
1225 EXCAVATION/SITE PREP/DEMO		\$44,850.00
1229 PLUMBING		\$224,250.00
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	\$288,500.00	\$288,500.00
17. Total Indirect Costs (200.414)		
Rate: %		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$288,500.00	\$288,500.00

Grantee:

NOFO Number:

Grant Number:

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

- 1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) ☐ Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- 2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.
- 4) ☐ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
 - ☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
 - ☐ complies with other statutory policies.
- 5) ☒ No reimbursement of Indirect Cost is being requested.

Rate: %

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base Is:

Grantee: Village of Villa Park

NOFO Number: 0

Grant Number: 21-413011

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: Village of Villa Park
Signature: Nick Cuzzoc
Printed Name: Nick Cuzzoc
Title: President
Phone: 773.263.8031
Date: 12/14/2023

Institution/Organization: Village of Villa Park
Signature: Cherish Howard
Printed Name: Cherish Howard
Title: Finance Director
Phone: 630-592-6064
Date: 12/14/23

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.

CERTIFICATION	STATE OF ILLINOIS UNIFORM CAPITAL GRANT BUDGET TEMPLATE	AGENCY: Commerce & Economic Opportunity
Organization Name: Village of Villa Park	CSFA Description: Installation and/or Replacement of Utilities	NOFO #
CSFA #: 420-00-2662	DUNS # and UEI # 46573184	Fiscal Year(s): 2023

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s).

Village of Villa Park
Institution/Organization

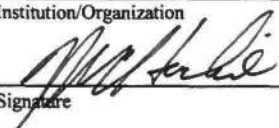
Signature

Name of Official

Finance Director
Title
Chief Financial Officer (or equivalent)
5/25/2023

Date of Execution

Village of Villa Park
Institution/Organization

Signature

Name of Official

Village Manager
Title
Executive Director (or equivalent)
5/25/2023

Date of Execution

Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

VILLAGE OF VILLA PARK, ILLINOIS

RIDGE ROAD DRAINAGE IMPROVEMENTS DUPAGE COUNTY

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		DUPAGE	11	1
		ILLINOIS		CONTRACT NO.

INDEX OF SHEETS:

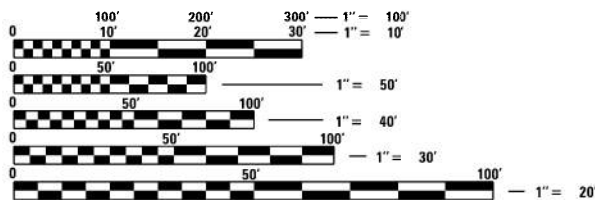
- 1 COVER SHEET
- 2 GENERAL NOTES
- 3-4 SUMMARY OF QUANTITIES
- 5-6 RIDGE ROAD DRAINAGE IMPROVEMENTS
- 7-11 CONSTRUCTION DETAILS

FOR LIST OF HIGHWAY STANDARDS, SEE SHEET NO. 2

RIDGE ROAD GROSS LENGTH = 778.44 FT. = 0.15 MILE
RIDGE ROAD NET LENGTH = 778.44 FT. = 0.15 MILE
PROJECT TOTAL GROSS LENGTH = 778.44 FT. = 0.15 MILE
PROJECT TOTAL NET LENGTH = 778.44 FT. = 0.15 MILE

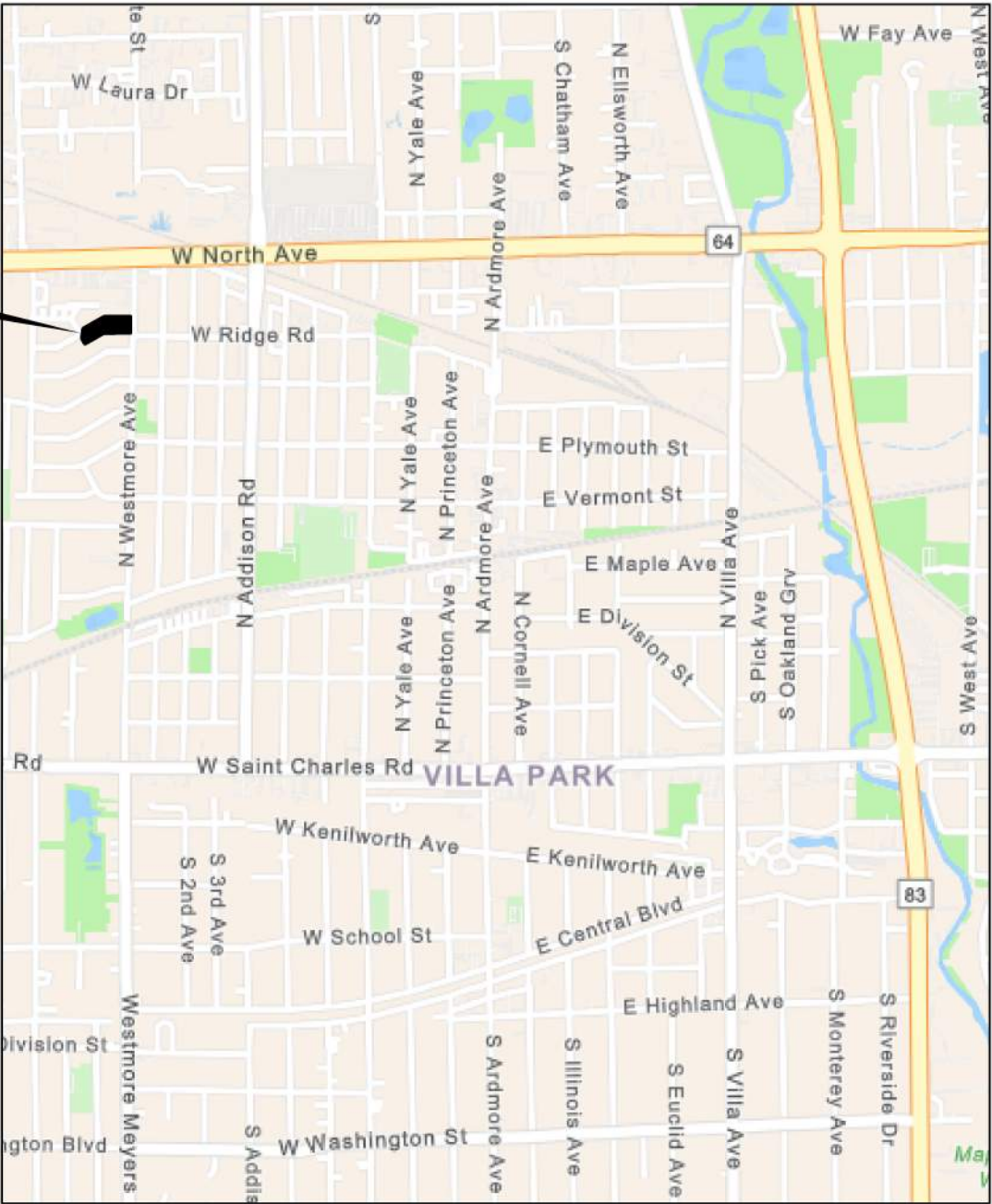


LOCATION OF SECTION INDICATED THUS: - [black rectangle] -



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

J.U.L.I.E.
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-892-0123
OR 811



V3
JASON D. HOLY
062-059941

DATE: 4/21/2025



EXPIRATION DATE: 11-30-2025

GENERAL NOTES

1.

ALL EXISTING TOPOGRAPHY, UNDERGROUND UTILITIES, STRUCTURES AND ASSOCIATED FACILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATIONS AND ELEVATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER FACILITIES, THE EXISTENCE OF WHICH ARE NOT PRESENTLY KNOWN. THE EXACT LOCATIONS AND ELEVATIONS ARE TO BE VERIFIED BY THE CONTRACTOR.
2.

BEFORE STARTING ANY EXCAVATION, THE CONTRACTOR SHALL CALL "JULIE" AND THE VILLAGE OF VILLA PARK FOR FIELD LOCATIONS OF BURIED UTILITIES 48 HOURS IN ADVANCE OF WORK.

ELECTRIC
COMMONWEALTH EDISON
2 LINCOLN CENTER
OAKBROOK TERRACE, IL 60181
(630) 576-7094

CABLE TV
COMCAST CABLE COMMUNICATIONS
MARTHA GIERAS
2001 YORK ROAD
OAK BROOK, IL 60523
(224) 229-5862

GAS
NICOR GAS
1844 FERRY RD.
NAPERVILLE, IL 60563
(630) 388-2362

TELEPHONE
AT&T
KARI MARTIN
1000 COMMERCE DRIVE, FLOOR 1
OAK BROOK, IL 60523
(630) 573-5789

WATER AND SEWER
VILLAGE OF VILLA PARK
KEVIN MANTELS
11 WEST HOME AVENUE
VILLA PARK, IL 60181
(630) 834-8505

3.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD CHECK ALL DIMENSIONS AND ELEVATIONS OF EXISTING UTILITY LINES AND STRUCTURES THAT MAY BE IMPACTED BY THE PROPOSED WORK PRIOR TO ORDERING MATERIAL OR BEGINNING CONSTRUCTION. ANY DISCREPANCIES FROM THE PLANS SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
4.

ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.
5.

THE CONTRACTOR SHALL USE ALL NECESSARY PRECAUTIONARY AND PROTECTIVE MEASURES REQUIRED TO MAINTAIN AND PROTECT EXISTING UTILITIES, SEWERS, MAINS AND APPURTENANCES THAT MUST BE KEPT IN OPERATION. IN PARTICULAR, THE CONTRACTOR SHALL TAKE ADEQUATE MEASURES TO PREVENT THE UNDERMINING OF UTILITIES, SEWERS AND MAINS WHICH WILL REMAIN IN SERVICE. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND UTILITY COMPANY IF IT IS DETERMINED THAT TEMPORARY BRACING OR SUPPORT OF THE UTILITIES IS REQUIRED. THE PROTECTION AND/OR TEMPORARY BRACING OR SUPPORT OF UTILITIES WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE CONSIDERED AS INCLUDED IN THE UNIT BID PRICES OF THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
6.

THE CONTRACTOR WILL NOT BE PERMITTED TO SET UP A YARD OR FIELD OFFICE ON STATE OR VILLAGE PROPERTY WITHOUT PRIOR WRITTEN PERMISSION OF THE VILLAGE.
7.

ALL APPLICABLE PROVISIONS OF THE CURRENT OCCUPATIONAL SAFETY AND HEALTH ACT ARE HEREIN INCORPORATED BY REFERENCE.
8.

EXCEPT WHERE MODIFIED BY THE CONTRACT DOCUMENTS, ALL WORK PROPOSED HEREON SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS WHICH ARE HEREBY MADE A PART HEREOF:

- a.

"STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS," AS PREPARED BY IDOT, LATEST EDITION.
- b.

"SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS," AS PREPARED BY IDOT, LATEST EDITION.
- c.

THE LATEST EDITIONS OF THE MUNICIPAL CODE AND STANDARDS OF THE VILLAGE OF VILLA PARK.
- d.

THE ILLINOIS ACCESSIBILITY CODE.
- e.

"MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION.
- f.

"STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS AS PUBLISHED BY THE IEPA," LATEST EDITION.
- g.

ILLINOIS RECOMMENDED STANDARDS FOR SEWAGE WORKS," AS PUBLISHED BY THE IEPA, LATEST EDITION.
- h.

"MANUAL OF TEST PROCEDURES FOR MATERIALS," LATEST EDITION
- i.

"ILLINOIS URBAN MANUAL," LATEST EDITION

GENERAL NOTES (CONTD.)

9.

THE ENGINEER AND VILLAGE OF VILLA PARK ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS/HER WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.
10.

THE CONTRACTOR IS RESPONSIBLE FOR HAVING A SET OF "APPROVED" ENGINEERING PLANS WITH THE LATEST REVISION DATE ON THE JOB SITE PRIOR TO THE START OF CONSTRUCTION AND AT ALL TIMES DURING CONSTRUCTION.
11.

AREAS OUTSIDE THE R.O.W. LINE OR CONSTRUCTION LIMIT LINE IMPACTED BY OPERATIONS OF THE CONTRACTOR SHALL BE RETURNED TO THE STATE IT WAS FOUND PRIOR TO NEW CONSTRUCTION, EXCEPT WHERE NEW WORK IS SHOWN.
12.

CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTIES AND SIDE ROADS AT ALL TIMES DURING CONSTRUCTION OPERATIONS, UNLESS OTHERWISE NOTED ON PLANS.
13.

ALL PROPOSED AND EXISTING LOCATIONS, ELEVATIONS OF UTILITIES, AND IMPROVEMENTS ARE APPROXIMATE AND SHOULD BE VERIFIED PRIOR TO THE COMMENCEMENT OF WORK.

REMOVALS AND PAVING NOTES

14.

ALL EXISTING PAVEMENT OR CONCRETE CURB AND GUTTER TO BE REMOVED SHALL BE SAWCUT ALONG LIMITS OF PROPOSED REMOVAL BEFORE COMMENCEMENT OF PAVEMENT REMOVAL. THE COST OF THE SAW CUT SHALL BE INCLUDED IN THE COST OF ITEM BEING REMOVED.
15.

REMOVED PAVEMENT, SIDEWALK, CURB AND GUTTER, ETC. SHALL BE DISPOSED OF BY THE CONTRACTOR AT THEIR OWN EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN OFF-SITE DUMP SITE AT THEIR OWN EXPENSE.
16.

NO HOLES ARE TO BE LEFT OPEN IN THE PAVEMENT OR PARKWAY OVER A HOLIDAY, WEEKEND OR AFTER 3:00 P.M. ON THE DAY PRECEDING A HOLIDAY OR A WEEKEND.
17.

STREET PAVING AND CURBS TO REMAIN SHALL BE PROTECTED FROM DAMAGE. IF DAMAGED, IT SHALL BE REPLACED PROMPTLY IN CONFORMANCE WITH THE MUNICIPALITY OR IDOT STANDARD SPECIFICATIONS IN MATERIALS AND WORKMANSHIP AND AT THE CONTRACTOR'S EXPENSE.
18.

ALL CURB RADII REFER TO EDGE OF PAVMENT UNLESS OTHERWISE NOTED.
19.

ASPHALT JOINTS FOR BINDER COURSES ARE TO BE STAGGERED.
20.

PROPOSED ELEVATIONS INDICATE FINISHED CONDITIONS. FOR ROUGH GRADING ELEVATIONS ALLOW FOR THICKNESS OF PROPOSED PAVING (ROADS, WALKS, DRIVES, ETC.) OR TOPSOIL AS INDICATED ON DRAWINGS.

MAINTENANCE OF TRAFFIC NOTES

21.

TRAFFIC CONTROL AND PROTECTION SHALL BE PERFORMED IN ACCORDANCE WITH THE MAINTENANCE OF TRAFFIC NOTES AND PROTECTION SECTION 701 OF THE STANDARD SPECIFICATIONS.
22.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC DURING ALL PHASES OF CONSTRUCTION. BARRICADES AND WARNING SIGNS SHALL BE PROVIDED IN ACCORDANCE WITH ARTICLE 107.14 OF THE IDOT STANDARD SPECIFICATIONS. ALL TRAFFIC CONTROL WORK SHALL BE DONE IN ACCORDANCE WITH IDOT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."
23.

ALL SIGNS SHALL BE IN ACCORDANCE WITH IDOT STANDARD SPECIFICATIONS, LATEST EDITION, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
24.

THE COST OF SUPPLYING, ERECTING, AND MAINTAINING TRAFFIC CONTROL DEVICES, LIGHTS, AND SIGNS SHALL BE INCLUDED IN THE CONTRACT PRICE FOR TRAFFIC CONTROL AND PROTECTION, SPECIAL.
25.

THE CONTRACTOR SHALL PERFORM ALL WORK BETWEEN THE WEEKDAY HOURS OF 7:00AM AND 5:00PM, UNLESS OTHERWISE ALLOWED BY THE ENGINEER.
26.

ALL TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED THROUGH THE COMPLETION OF THE CONTRACT.
27.

SIGNAGE SHOWN ON THE MOT PLANS THAT ARE IN CONFLICT WITH EXISTING SIGNAGE WILL BE REQUIERED TO BE RELOCATED. ALL SIGNAGE SHALL BE KEPT IN THE CONDITION IT WAS REMOVED IN, OR SHALL BE REPLACED IN KIND AT THE EXPENSE OF THE CONTRACTOR. SIGNS ARE TO BE REINSTALLED ONCE THE PROJECT IS COMPLETE AND IS INCLUDED IN THE CONTRACT PRICE FOR TRAFFIC CONTROL AND PROTECTION SPECIAL.
28.

WORK ZONE SIGNING AND STRIPING SHALL BE DONE IN ACCORDANCE WITH IDOT STANDARD 701501, 701901, AND AS SHOWN IN THE PLANS.
28.

THE AREA THE CONTRACTOR SHALL BE INSTALLING SEWERS SHALL USE HIGHWAY STANDARD 701501 WITH FLAGGERS. THE ROAD SHALL BE OPEN TO ONE-WAY TRAFFIC AT THE END OF THE DAY. THE HOLE SHALL BE PROTECTED AND ALL DRIVEWAYS SHALL BE OPEN.

DRAINAGE NOTES

29.

DURING CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN ALL SURFACE DRAINAGE WITHIN THE PROJECT LIMITS. ALL STORM FLOW MUST BE MAINTAINED AT ALL TIMES, UNLESS OTHERWISE DIRECTED BY ENGINEER.
30.

WHENEVER LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF GUTTERS, DRAINAGE STRUCTURES, DITCHES ETC., SUCH THAT THE NATURAL FLOW LINE OF WATER IS OBSTRUCTED, THE LOOSE MATERIAL SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY. THIS WORK SHALL BE INCLUDED IN THE COST OF THE CONTRACT.
31.

ANY EXISTING DRAINAGE FACILITIES DISTURBED OR DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT THEIR EXPENSE. THIS WORK SHALL BE PERFORMED TO THE SATISFACTION OF THE ENGINEER.
32.

OFFSETS AND TOP OF FRAME OR LID ELEVATIONS FOR STRUCTURES LOCATED IN THE GUTTER ARE GIVEN AT THE EDGE OF PAVEMENT.
33.

TOP OF FRAME ("RIM") ELEVATIONS GIVEN ON THE PLANS ARE ONLY TO ASSIST THE CONTRACTOR IN DETERMINING THE APPROXIMATE OVERALL HEIGHT OF EACH STRUCTURE. FRAMES ON ALL NEW STRUCTURES SHALL BE ADJUSTED TO THE FINAL ELEVATIONS OF THE AREAS IN WHICH THEY ARE LOCATED, AS PART OF THE STRUCTURE COST.
34.

UNLESS OTHERWISE INDICATED ON THE PLANS, STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE IN CONFORMANCE WITH IDOT STANDARD SPECIFICATIONS DETERMINATION FOR PIPE CLASS AND CONFORM TO ASTM C-76. JOINT SPECIFICATIONS SHALL MEET ASTM C-443.
35.

ALL POLYVINYL CHLORIDE (PVC) PIPE SHALL BE 6-INCH TO 15-INCH DIAMETER SDR 26 IN COMFORMANCE WITH IDOT STANDARD SPECIFICATIONS DETERMINATION FOR PIPE CLASS AND CONFORM TO ASTM D-2241. JOINT SPECIFICATIONS SHALL MEET ASTM D-3212.
36.

THE COST OF MAKING EXISTING STORM SEWER CONNECTIONS TO PROPOSED DRAINAGE STRUCTURES SHALL BE INCLUDED IN THE COST OF THE DRAINAGE STRUCTURE BEING INSTALLED.
37.

PROVIDE TRENCH BACKFILL IN ACCORDANCE WITH IDOT SPECIFICATIONS.
38.

THE CONTRACTOR SHALL FURNISH ALL LABOR, EQUIPMENT AND MATERIAL NECESSARY FOR DEWATERING TRENCH EXCAVATIONS AS WELL AS SHORING TRENCH WALLS DURING UTILITY AND STORM SEWER OPERATIONS. THE COST OF COMPLIANCE WITH THE ABOVE, SHALL BE INCLUDED IN THE COST OF THE UTILITY BEING INSTALLED.
39.

ALL OPEN-LID DRAINAGE STRUCTURES WITHIN THE VICINITY OF THE WORK AREA SHALL BE FITTED WITH AN INLET FILTER FOR THE DURATION OF CONSTRUCTION.

IDOT HIGHWAY STANDARDS

280001-07	TEMPORARY EROSION CONTROL SYSTEMS
602001-02	CATCH BASIN TYPE A
604001-05	FRAMES AND LIDS TYPE 1
604051-04	FRAME AND GRATE TYPE 11
701501-06	URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED
701901-09	TRAFFIC CONTROL DEVICES

IDOT DISTRICT ONE STANDARDS

TC-13	TYPICAL PAVEMENT MARKINGS
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VILLAGE STANDARDS

ROAD - 02	COMBINATION CONCRETE CURB AND GUTTER
SANITARY - 03	PIPE INSTALLATION
SANITARY - 05	STANDARD MANHOLE
STORM - 01	CATCH BASIN TYPE "C"
STORM - 15	INLET TYPE "A"
STORM - 21	KOR-N-TEE CONNECTION
STREET - 03	TYPICAL DRIVEWAY APPROACH
STREET - 07	TYPICAL PAVEMENT CROSS-SECTION

MISCELLANEOUS DETAILS

CLASS C PATCHES, SPECIAL (ROADWAYS)
CLASS D PATCHES, SPECIAL (ROADWAYS)
CLEANOUT DETAIL
P.C.C. SIDEWALK, 5 INCH

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PLOT DATE = 4/21/2025	DATE - 4/21/2025	REVISED -

RIDGE ROAD
DRAINAGE IMPROVEMENTS

VILLA PARK

ILLINOIS

GENERAL NOTES

SCALE: SHEET 1 OF 1 SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		DUPAGE	11	2
CONTRACT NO. XXXX				
		ILLINOIS	FED. AID PROJECT	

SPECIAL PROVISION	ITEM	UNIT	TOTAL QUANTITY
*	TRENCH BACKFILL	CU YD	1,004
*	INLET FILTERS	EACH	7
	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	93
*	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1,580
*	DETECTABLE WARNINGS	SQ FT	10
*	DRIVEWAY PAVEMENT REMOVAL	SQ YD	93
*	SIDEWALK REMOVAL	SQ FT	1,580
	STORM SEWER REMOVAL 18"	FOOT	49
	MANHOLES TO BE RECONSTRUCTED	EACH	1
	INLETS TO BE RECONSTRUCTED	EACH	2
*	ABANDON AND FILL EXISTING STORM SEWER	FOOT	40
*	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	93
*	12" X 12" NDS YARD DRAIN WITH GRATE	EACH	3
*	CLASS D PATCHES, SPECIAL	SQ YD	433
*	CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	286
*	PARKWAY RESTORATION	SQ YD	394
*	CATCH BASIN, TYPE C, 2' DIAMETER	EACH	1
*	CATCH BASIN, TYPE A, 4' DIAMETER	EACH	3
*	MANHOLE, TYPE A, 4' DIAMETER	EACH	3

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VILLA PARK

RIDGE ROAD
DRAINAGE IMPROVEMENTS

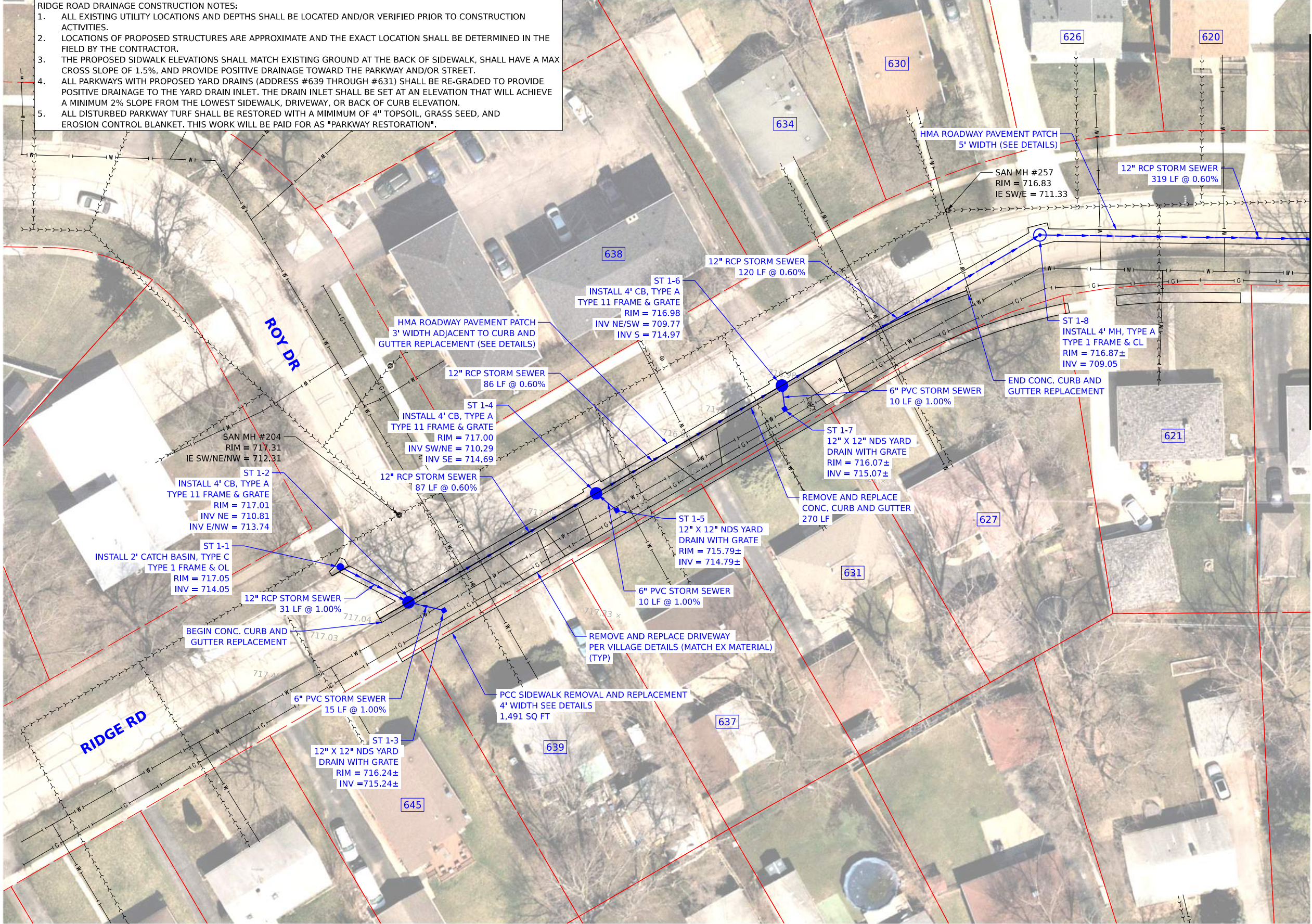
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SUMMARY OF QUANTITIES

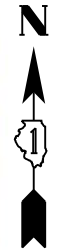
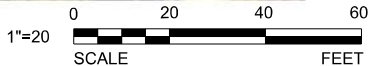
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F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		DUPAGE	11	3
		CONTRACT NO. XXXX		
		ILLINOIS	FED. AID PROJECT	

- RIDGE ROAD DRAINAGE CONSTRUCTION NOTES:
1. ALL EXISTING UTILITY LOCATIONS AND DEPTHS SHALL BE LOCATED AND/OR VERIFIED PRIOR TO CONSTRUCTION ACTIVITIES.
 2. LOCATIONS OF PROPOSED STRUCTURES ARE APPROXIMATE AND THE EXACT LOCATION SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR.
 3. THE PROPOSED SIDEWALK ELEVATIONS SHALL MATCH EXISTING GROUND AT THE BACK OF SIDEWALK, SHALL HAVE A MAX CROSS SLOPE OF 1.5%, AND PROVIDE POSITIVE DRAINAGE TOWARD THE PARKWAY AND/OR STREET.
 4. ALL PARKWAYS WITH PROPOSED YARD DRAINS (ADDRESS #639 THROUGH #631) SHALL BE RE-GRADED TO PROVIDE POSITIVE DRAINAGE TO THE YARD DRAIN INLET. THE DRAIN INLET SHALL BE SET AT AN ELEVATION THAT WILL ACHIEVE A MINIMUM 2% SLOPE FROM THE LOWEST SIDEWALK, DRIVEWAY, OR BACK OF CURB ELEVATION.
 5. ALL DISTURBED PARKWAY TURF SHALL BE RESTORED WITH A MINIMUM OF 4" TOPSOIL, GRASS SEED, AND EROSION CONTROL BLANKET. THIS WORK WILL BE PAID FOR AS "PARKWAY RESTORATION".



MATCHLINE SEE SHEET 2 OF 2



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VILLA PARK

RIDGE ROAD DRAINAGE IMPROVEMENTS

ILLINOIS

SCALE: 1"=20'

SHEET 1

OF 2

SHEETS

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TO STA.

RIDGE ROAD DRAINAGE IMPROVEMENTS

F.A.
RTE.

SECTION

COUNTY

TOTAL
SHEETS

SHEET
NO.

DUPAGE

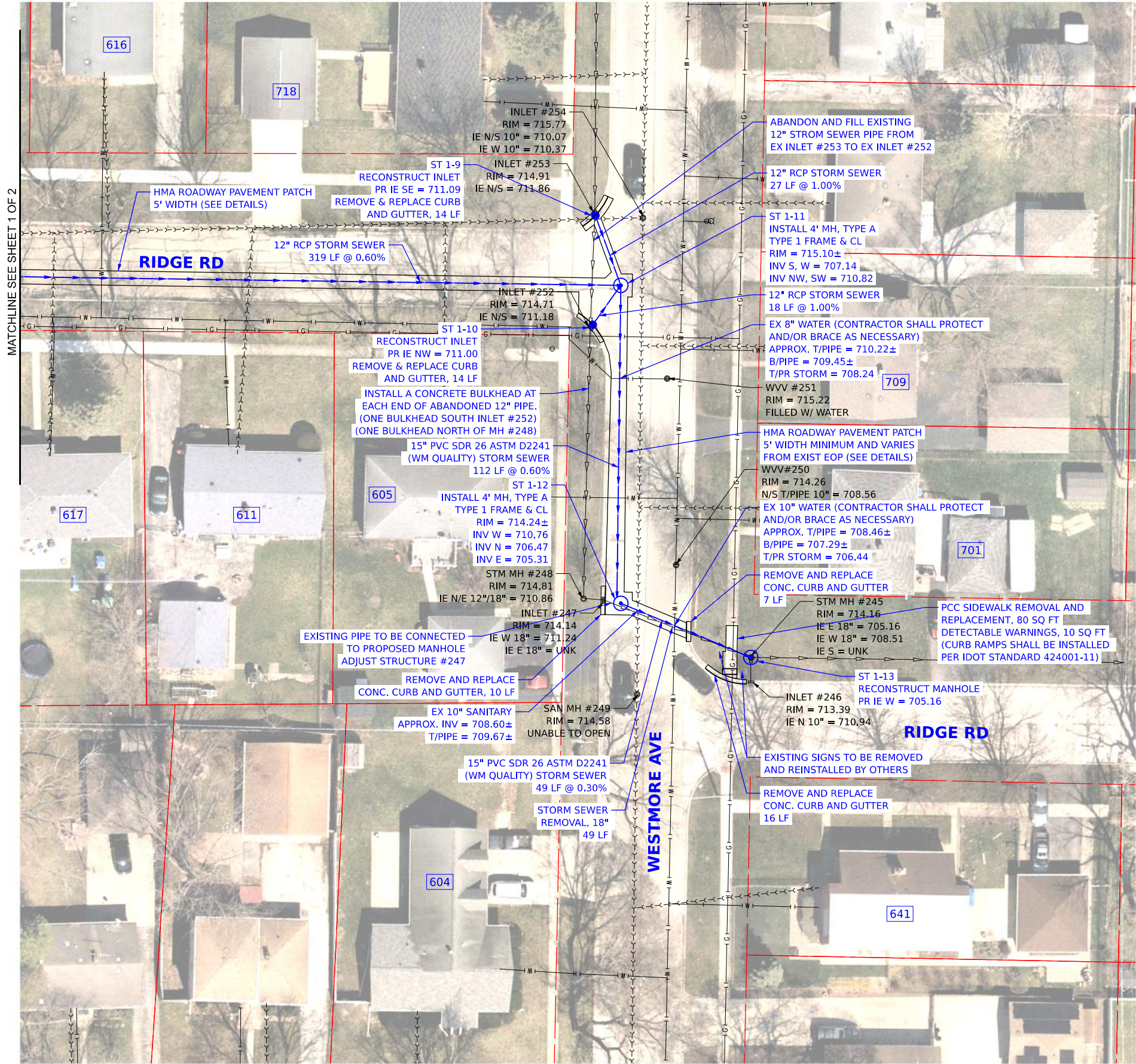
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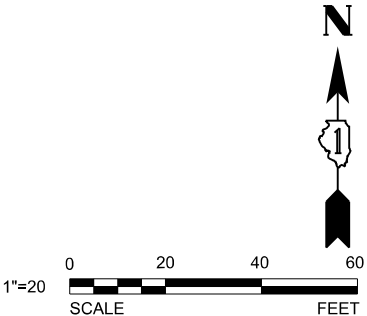
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MATCHLINE SEE SHEET 1 OF 2



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DATE -	4/21/2025

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VILLA PARK

RIDGE ROAD DRAINAGE IMPROVEMENTS

ILLINOIS

SCALE: 1"=20'	SHEET 2	OF 2	SHEETS	STA.	TO STA.
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RIDGE ROAD DRAINAGE IMPROVEMENTS

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		DUPAGE	11	6
CONTRACT NO. XXXX				
ILLINOIS FED. AID PROJECT				



Technical Specifications

12 in. Square Catch Basin Drains

APPLICATION

- Collects stormwater runoff and standing water and directs to drain pipes
- Use for lawns, landscaped areas, downspouts, patios, pool decks, driveways, and walkways from pedestrian to low-speed vehicular traffic loads
- Savings over more expensive concrete basins
- Use with compatible NDS grate options

FEATURES

- Configured with 2, 3 and 4 factory pre-keyed outlets
- Reduce to 1 single outlet, order 1206 plug or buy kit
- Keyed pipe connectors for 3 in., 4 in., 6 in., or 8 in. drain pipes
- Additional cut-out guides on 2 sides and bottom for keyed adapters, 3 in. and 4 in. S&D in 2 elevations
- 4 weephole knockouts allow for standing water in basin to slowly drain into the soil following a flow event
- Supporting ribs for added grate strength and durability
- Sump collects sediment particles before they can enter the pipeline
- Guidelines on basin sides indicate correct pour depth of the concrete collar required for basins that will be subject to vehicular loading (see installation detail)
- Risers can be stacked to increase basin depth, as required
- Accepts 2 #6 screws to attach compatible grates

OPERATING RANGE

- Capacity up to 348 GPM (max open area grate option)

SPECIFICATIONS

- Made of black polypropylene using a combination of virgin and recycled content treated with UV inhibitors
- Soil-tight pipe connections, up to 8 in.
- Connections can be made watertight with sealant caulk
- Accommodates rigid PVC pipe and flexible corrugated HDPE pipe (see connectors or cutout sizes)
- Weight:
 - Part Number 1200: 4.25 lbs.
 - Part Number 1203: 3.75 lbs.
 - Part Number 1204: 3.20 lbs.

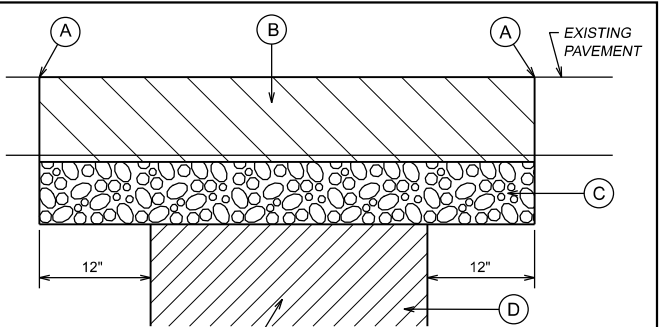
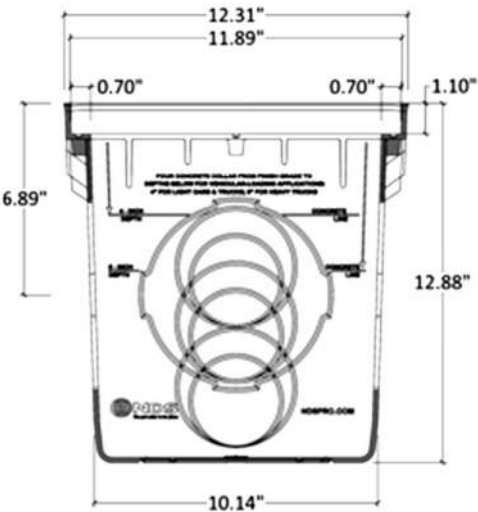
WARRANTY

- Limited one-year warranty

Part Number 1200 = 2 side outlets
Part Number 1203 = 3 side outlets
Part Number 1204 = 4 side outlets



Image of 1200 basin w/ 1243 pipe connector w/ 1212 slotted grate w/ 1206 plug on far side



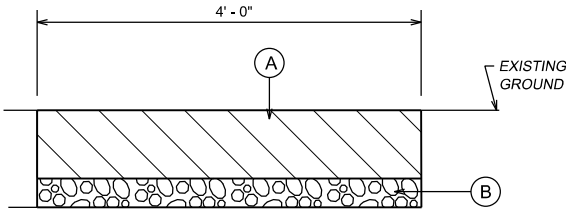
COMPACTED TRENCH BACKFILL IN EXCAVATED TRENCH

- (A) FULL DEPTH SAWCUT REMOVE EXISTING PAVEMENT AND REPLACE WITH:
- (B) PORTLAND CEMENT CONCRETE PAVEMENT - 8.0"
- (C) AGGREGATE BASE COURSE, TYPE B, 6"
- (D) COMPACTED TRENCH BACKFILL. SEE DETAIL.

NOTES:

1. PROVIDE TRENCH BACKFILL TO THE SUBGRADE OF THE EXISTING PAVEMENT.
2. ALL TRENCH BACKFILL AND AGGREGATE BASE COURSE SHALL BE PLACED AND COMPACTED TO MEET IDOT SPECIFICATIONS.
3. "CLASS C PATCHES, SPECIAL" SHALL INCLUDE ITEMS A, B, AND C LISTED ABOVE.

CLASS C PATCHES, SPECIAL (ROADWAYS)

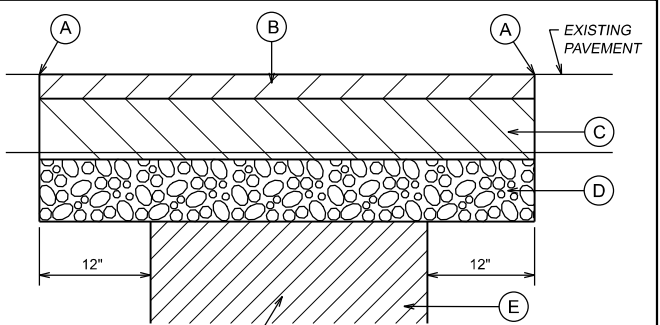


- (A) PORTLAND CEMENT CONCRETE SIDEWALK - 5"
- (B) AGGREGATE BASE COURSE, TYPE B - 4" (INCLUDED IN THE COST OF PCC SIDEWALK)

NOTES:

1. CROSS SLOPES OF ALL SIDEWALKS MUST NOT EXCEED 2.0%.
2. ALL REQUIRED EARTH EXCAVATION TO CONSTRUCT SIDEWALKS SHALL BE INCIDENTAL TO P.C.C SIDEWALK, 5 INCH.
3. THICKNESS SHALL BE INCREASED TO 6" WHERE SIDEWALK IS ADJACENT TO A CONCRETE OR HOT-MIX ASPHALT DRIVEWAY.
4. IN LOCATIONS WHERE SIDEWALK IS REMOVED AND REPLACED THROUGH DRIVEWAYS, DRIVEWAYS SHALL BE SAWCUT AT THE LIMITS OF THE PROPOSED SIDEWALK.
5. WHEN FORMS ARE REMOVED FROM THE SIDEWALK EITHER THE SIDEWALK SHALL BE BARRICADED OR BACKFILLED WITHIN 24 HOURS.

P.C.C. SIDEWALK, 5 INCH



COMPACTED TRENCH BACKFILL IN EXCAVATED TRENCH

- (A) FULL DEPTH SAWCUT REMOVE EXISTING PAVEMENT AND REPLACE WITH:
- (B) HOT MIX ASPHALT SURFACE COURSE, IL MIX "D", N50 - 2.0"
- (C) HOT MIX ASPHALT BINDER COURSE, IL 19.0, N50 - 4.0"
- (D) AGGREGATE BASE COURSE, TYPE B, 6"
- (E) COMPACTED TRENCH BACKFILL. SEE DETAIL.

NOTES:

1. PROVIDE TRENCH BACKFILL TO THE SUBGRADE OF THE EXISTING PAVEMENT.
2. ALL TRENCH BACKFILL AND AGGREGATE BASE COURSE SHALL BE PLACED AND COMPACTED TO MEET IDOT SPECIFICATIONS.
3. "CLASS D PATCHES, SPECIAL" SHALL INCLUDE ITEMS A, B, C, AND D LISTED ABOVE.

CLASS D PATCHES, SPECIAL (ROADWAYS)

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DATE - 4/21/2025

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RIDGE ROAD DRAINAGE IMPROVEMENTS

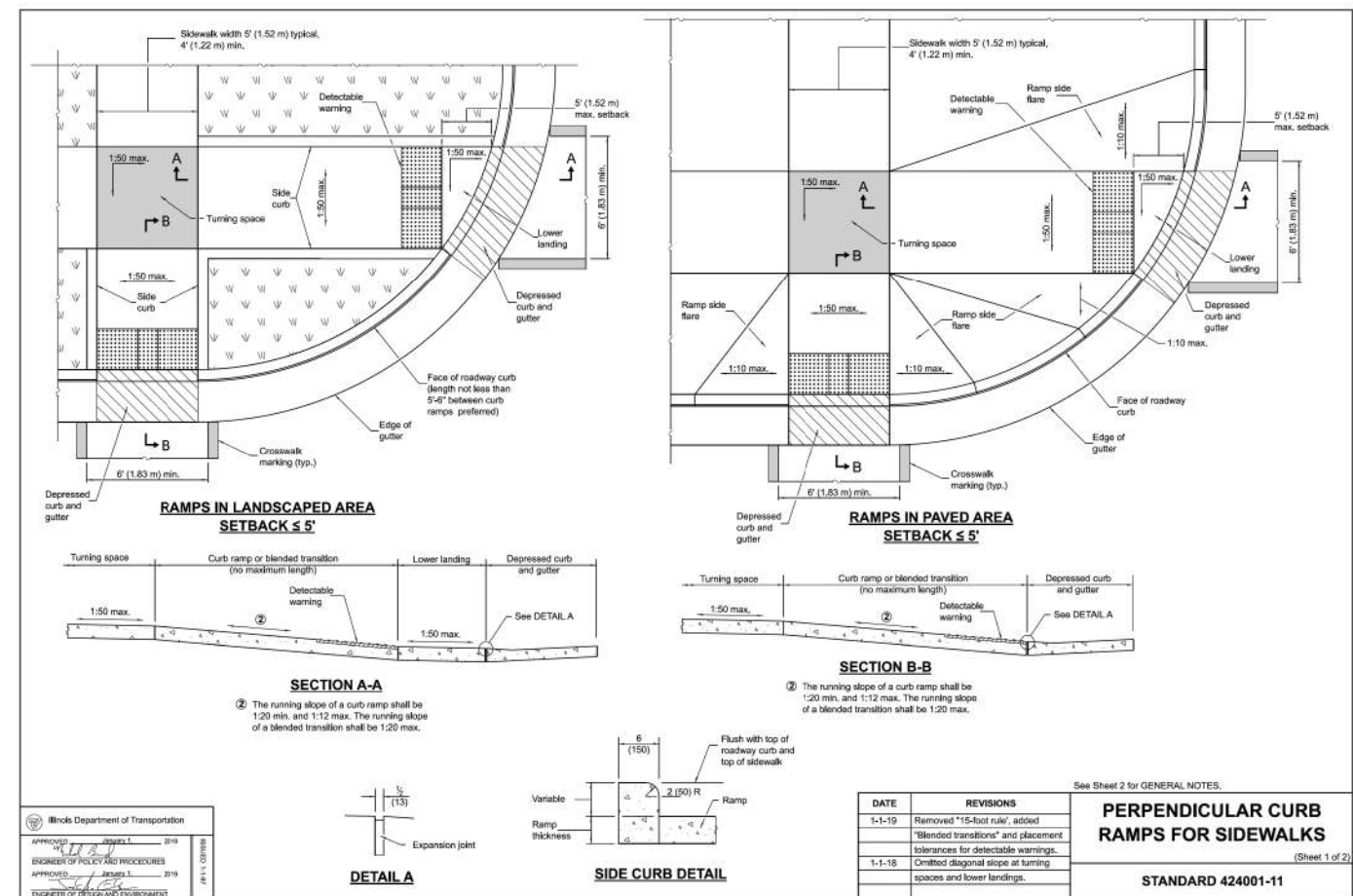
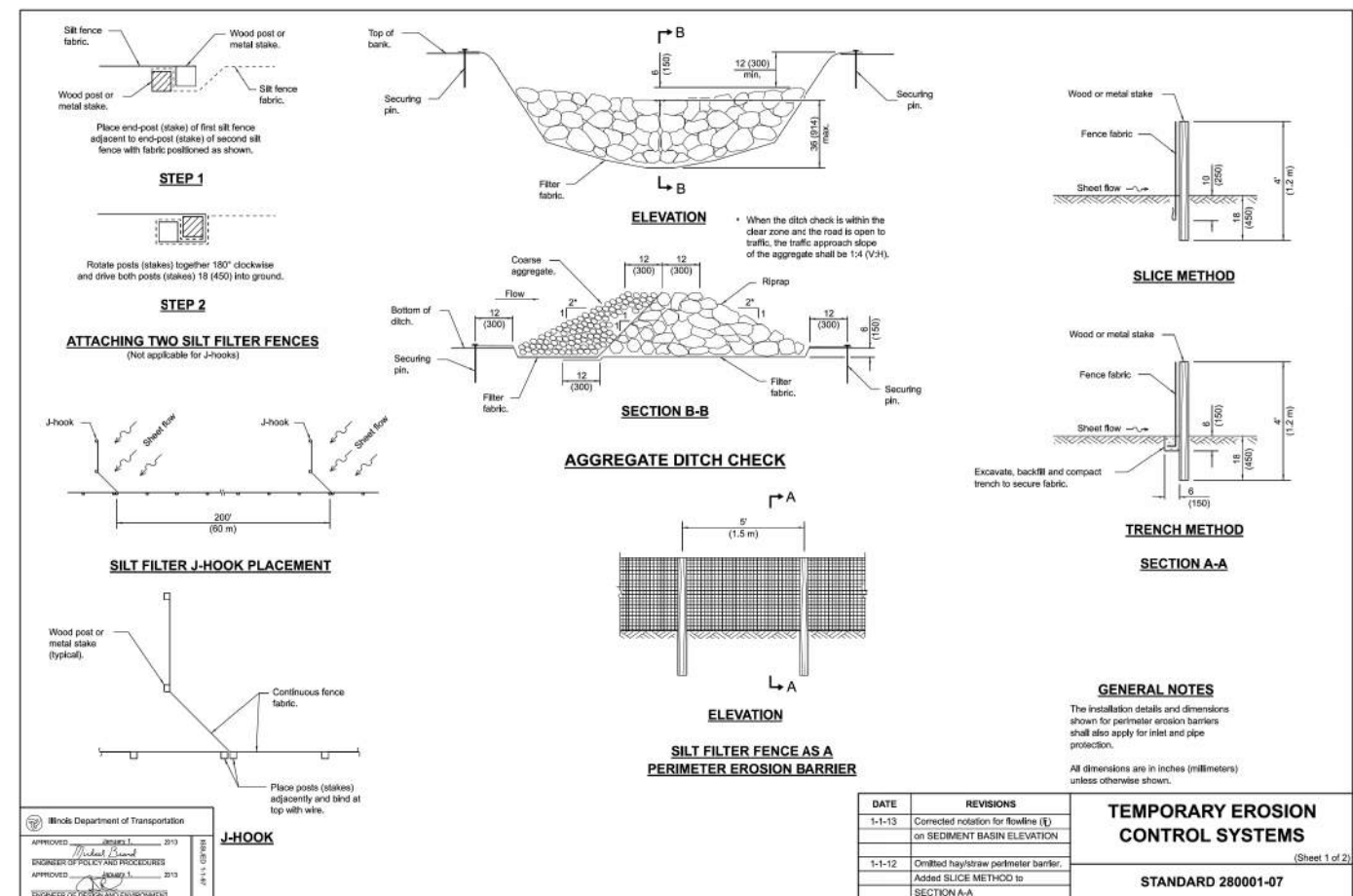
VILLA PARK

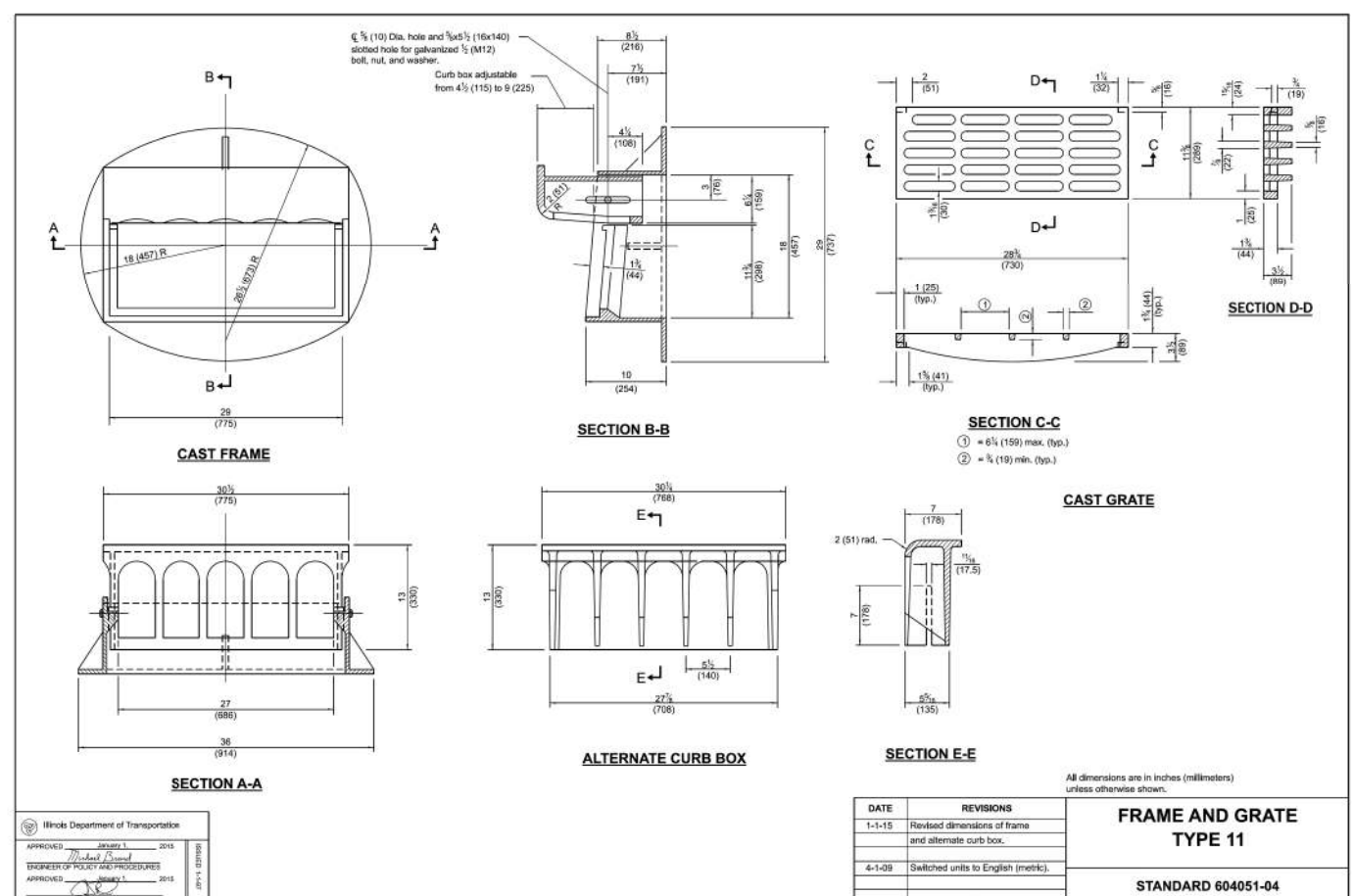
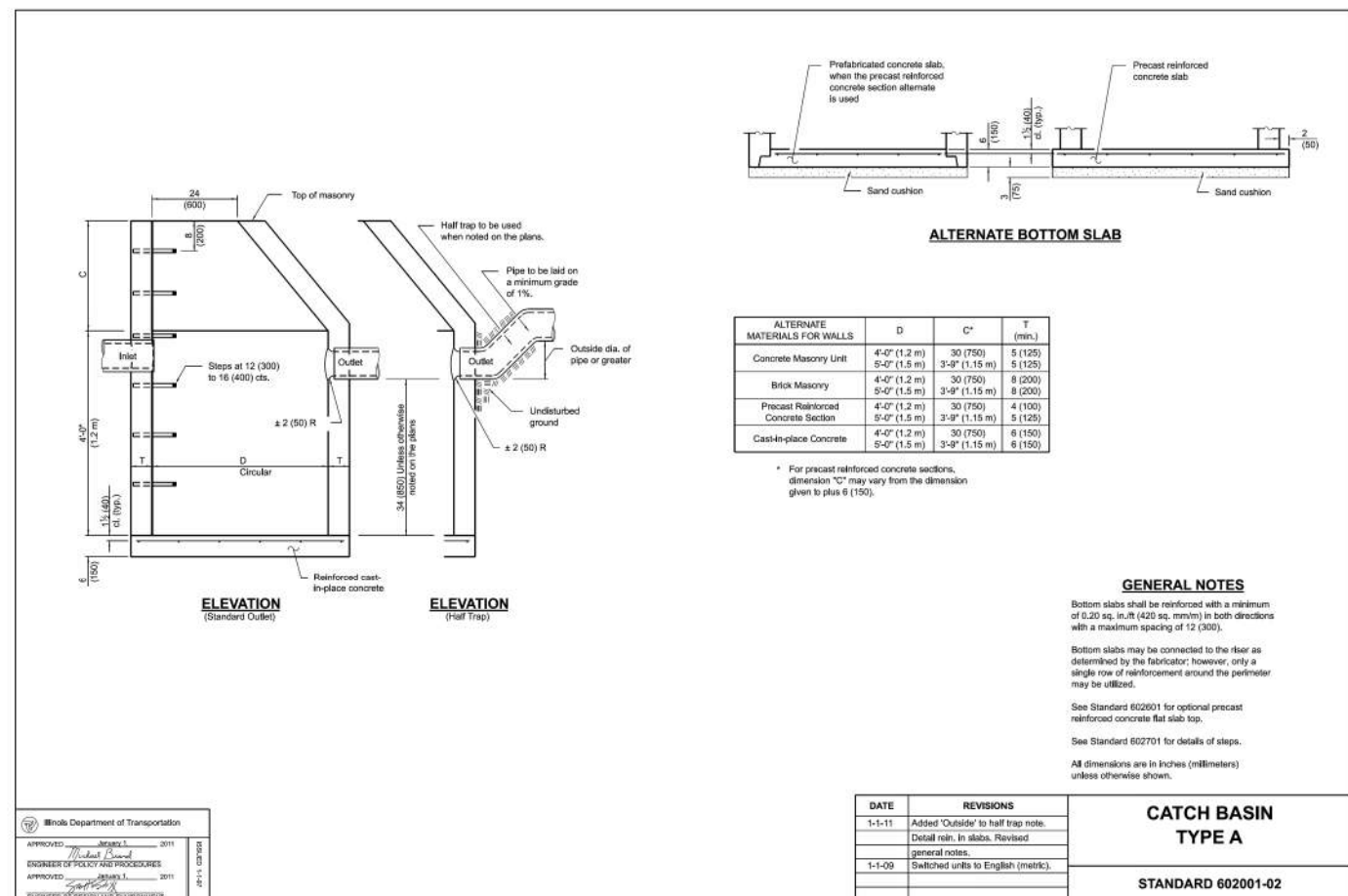
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CONSTRUCTION DETAILS

SCALE: SHEET 2 OF 5 SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		DUPAGE	11	8
CONTRACT NO. XXXX				
ILLINOIS FED. AID PROJECT				







MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: June 23, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Confirming the Appointment of Susan Mika as Village Treasurer, IMRF Authorized Agent, and IRMA Authorized Agent, and IRMA Alternate Delegate.

RECOMMENDED ACTION:

This Resolution will confirm the appointment of Susan Mika as Village Treasurer, IMRF Authorized Agent, and IRMA Authorized Agent, and IRMA Alternate Delegate. Staff recommends the appointment of Susan Mika.

BACKGROUND:

With Finance Director Chuck Howard's retirement, the new Finance Director, Susan Mika is the appropriate person to be appointed as Village Treasurer, IMRF Authorized Agent, and IRMA Authorized Agent, and IRMA Alternate Delegate.

DISCUSSION:

RESOLUTION NO. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
CONFIRMING THE APPOINTMENT OF SUSAN MIKA AS VILLAGE TREASURER,
IMRF AUTHORIZED AGENT, AND IRMA ALTERNATE DELEGATE**

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

WHEREAS, the Village Manager has appointed Susan Mika, Village's Director of Finance and Village Treasurer; and,

WHEREAS, Section 2-802 of the Villa Park Municipal Code provides that the appointment of the Village Treasurer by the Village Manager shall be consented to by the Board of Trustees; and,

WHEREAS, The Village of Villa Park can appoint any qualified party as the employer's Illinois Municipal Retirement Fund (IMRF) Authorized Agent; and,

WHEREAS, Finance Director Susan Mika is qualified to serve as the IMRF Authorized Agent; and,

WHEREAS, the Village of Villa Park adopted the Contract and By-Laws of the Intergovernmental Risk Management Agency (IRMA) by Ordinance No. 1871 on October 22, 1979, and thereby became a member of said cooperative; and,

WHEREAS, the IRMA contract provides that member units of local government shall by majority vote of its corporate authorities, select one (1) person to represent that body on the Board of Directors of said Intergovernmental Agency.

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

Section 1: That the appointment of Susan Mika, the Village's Director of Finance, as Village Treasurer is hereby confirmed.

Section 2: That the appointment of Susan Mika, the Village's Director of Finance, as Authorized Agent for IMRF is hereby confirmed effective June 23, 2025.

Section 3: That the appointment of Susan Mika, the Village's Director of Finance, as Alternate Delegate on the Board of Directors for IRMA is hereby confirmed effective June 23, 2025.

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

Resolution No. _____

ADOPTED this 23rd day of June 2005, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTAIN:

PASSED AND APPROVED this 23rd DAY OF June 2025.

VILLAGE OF VILLA PARK

Kevin Patrick, Village President

ATTEST:

Rolf Laukant, Village Clerk _____

RESOLUTION NO. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
CONFIRMING THE APPOINTMENT OF ~~MARLENE SCHEIBL~~SUSAN MIKA AS
VILLAGE TREASURER, IMRF AUTHORIZED AGENT, AND IRMA ALTERNATE
DELEGATE**

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

WHEREAS, the Village Manager has appointed ~~Marlene Scheibl~~Susan Mika as the Village's Director of Finance and Village Treasurer; and,

WHEREAS, Section 2-802 of the Villa Park Municipal Code provides that the appointment of the Village Treasurer by the Village Manager shall be consented to by the Board of Trustees; and,

WHEREAS, The Village of Villa Park can appoint any qualified party as the employer's Illinois Municipal Retirement Fund (IMRF) Authorized Agent; and

WHEREAS, Finance Director ~~Marlene Scheibl~~Susan Mika is qualified to serve as the IMRF Authorized Agent; and;

WHEREAS, the Village of Villa Park adopted the Contract and By-Laws of the Intergovernmental Risk Management Agency (IRMA) by Ordinance No. 1871 on October 22, 1979, and thereby became a member of said cooperative; and,

WHEREAS, the IRMA contract provides that member units of local government shall by majority vote of its corporate ~~authorities~~authorities, select one (1) person to represent that body on the Board of Directors of said Intergovernmental Agency.

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

Section 1: That the appointment of ~~Marlene Scheibl~~Susan Mika, the Village's Director of Finance, as Village Treasurer is hereby confirmed.

Section 2: That the appointment of ~~Marlene Scheibl~~Susan Mika the Village's Director of Finance, as Authorized Agent for IMRF is hereby confirmed effective ~~August 3, 2020~~June 23, 2025

Section 3: That the appointment of ~~Marlene Scheibl~~Susan Mika, the Village's Director of Finance, as Alternate Delegate on the Board of Directors for IRMA is hereby confirmed effective ~~August 3, 2020~~June 23, 2025.

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

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

AYES:

NAYS:

ABSENT:

ABSTAIN:

PASSED AND APPROVED this 23rd DAY OF June, 2025.

VILLAGE OF VILLA PARK

Kevin Patrick, Village President

ATTEST:

Rolf Laukant, Village Clerk

Resolution No.: _____

~~PASSED AND APPROVED THIS 24th~~ 23rd ~~DAY OF August~~ June, 2020 ~~2025.~~

~~VILLAGE OF VILLA PARK~~

~~President, Village of Villa Park~~

ATTEST:

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

AYES:

NAYS:

ABSENT:

ABSTAIN:



MEMORANDUM

TO: Village Board of Trustees
FROM: Ryan Morton, Village Attorney
DATE: June 23, 2025
SUBJECT: An Resolution of the Village of Villa Park, DuPage County, Illinois, Appointing Bill Eisner to the Board of Fire and Police Commissioners

SUMMARY:

This Resolution details the events that led to a vacancy in the Board of Fire and Police Commissioners, to which the Village President seeks to appoint Bill Eisner with the advice and consent of the Village Board.

BACKGROUND:

As explained in more detail within the Resolution, two people were erroneously appointed to three-year terms on the Board of Fire and Police Commissioners on the same date, July 24, 2017, with terms expiring April 30, 2020. The Illinois Municipal Code (65 ILCS 5/10-2.1-2) requires that these terms be staggered such that no two terms end at the same time. Both these appointees were re-appointed in 2020 and 2023, which means their terms would not expire until April 30, 2026. However, one of their terms should have ended a year earlier.

DISCUSSION:

Sections 1 and 2 of the Resolution summarize the error that was made in 2017. In Section 3, the Village Board finds and decides that Rae Rupp Srch's term was intended to be for the unexpired term, which means her term ended April 30, 2025 and a vacancy currently exists. In Section 4, the Village President appoints Bill Eisner to the vacancy for a term expiring April 30, 2028, and in Section 5, the Village Board consents to that appointment. Chapter 6 clarifies that this Resolution does not affect the other commissioners' terms.

RESOLUTION NO. _____

**A RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, APPOINTING BILL EISNER TO THE BOARD OF
FIRE AND POLICE COMMISSIONERS**

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 of Illinois; and,

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/10-2.1-1) and the Villa Park Municipal Code (Sec. 2-1802(a)), the Village President shall appoint persons to the Board of Fire and Police Commissioners (the "BOFPC"), with the consent of the Board of Trustees; and

WHEREAS, the Illinois Municipal Code (65 ILCS 5/10-2.1-2) requires that the members of the BOFPC be appointed to staggered terms, such that only one member's term shall expire each year; and

WHEREAS, the Illinois Municipal Code (65 ILCS 5/10-2.1-2) and the Villa Park Municipal Code (Sec. 2-1802(b)) provide that vacancies on the BOFPC shall be filled in the same manner as the original appointment, meaning in staggered terms; and

WHEREAS, on July 24, 2017, then-Village President Albert Bulthuis, with the consent of the Board of Trustees, appointed two people to the BOFPC—Glenn Nystrom and Rae Rupp Srch—for three-year terms that would expire April 30, 2020; and

WHEREAS, since the Illinois Municipal Code mandates that only one member's term shall expire each year, one of those 2017 appointments was erroneously made, such that one person should have been appointed to an unexpired term created by a vacancy; and

WHEREAS, both Nystrom and Rupp Srch were reappointed to three-year terms in 2020, while Bulthuis himself was appointed to a three-year term in 2021, but no one was appointed to

Resolution No. _____

the BOFPC in either 2019 or 2022, continuing the non-staggering error; and

WHEREAS, following a review of Village records, it is clear that one of the July 24, 2017 appointments to the BOFPC should have been for only two years, expiring in 2019, thus preserving the state-mandated staggered terms; and

WHEREAS, the agenda and minutes of the July 24, 2017 Board of Trustees meeting state that Nystrom and Rupp Srch were original appointments, but the documents do not indicate which person was being appointed to an unexpired term; and

WHEREAS, the Village President and Board of Trustees (the “Corporate Authorities”) have found and decided that the first appointment listed on the July 24, 2017 agenda (Nystrom) was intended to be for a full three-year term, while the second appointment listed on that agenda (Rupp Srch) was intended to be for the remaining two years of a three-year term; and

WHEREAS, based on that finding and determination, Rupp Srch’s first term on the BOFPC should have expired on April 30, 2019, which means her subsequent terms, if properly reappointed, would have expired on April 30, 2022, and April 30, 2025; and

WHEREAS, the Corporate Authorities hereby find that a vacancy has existed on the BOFPC since May 1, 2025 when Rupp Srch’s term expired; and

WHEREAS, the Village President intends to appoint Bill Eisner to serve as a member of the BOFPC; and

WHEREAS, the Corporate Authorities find that the appointment of Bill Eisner as commissioner for the BOFPC is in the best interests of the health, safety and welfare of the Village and its residents.

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

Resolution No. _____

Section 1. The above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Village President and Board of Trustees hereby find that the appointment of Rae Rupp Srch to the Villa Park Board of Fire and Police Commissioners for a three-year term expiring April 30, 2020 was erroneously made. The Village President and Board of Trustees further find that Rupp Srch's reappointments to the BOFPC in 2020 and 2023 were in error as well.

Section 3. To correct the foregoing errors, the Village President and Board of Trustees hereby find and decide that Rupp Srch's appointment to the BOFPC expired on April 30, 2025 in accordance with state law and practices, and thus a vacancy currently exists on the BOFPC.

Section 4. The Village President hereby appoints Bill Eisner to a three-year term on the BOFPC, from May 1, 2025 to April 30, 2028.

Section 5. The Board of Trustees hereby consents to the appointment of Bill Eisner as a member of the Board of Fire and Police Commissioners of the Village of Villa Park with a term expiring April 30, 2028.

Section 6. Nothing within this Resolution shall change the BOFPC terms of either Glenn Nystrom (expiring April 30, 2026) or Albert Bulthuis (expiring April 30, 2027).

Section 7. All resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 8. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 9. This Resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Resolution No. _____

ADOPTED THIS _____ DAY OF _____, 2025, pursuant to a roll call vote
as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this _____ day of _____, 2025

Kevin Patrick, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this _____ day of _____, 2025

Rolf Laukant, Clerk of the Village
of Villa Park, DuPage County, Illinois



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: June 19, 2025

Re: Appointment of one (1) Member to the Board of Fire and Police Commissioners

Based on a review of Village records, it is clear that a mistake was made in 2017 when two people were appointed to three-year terms on the Board of Fire and Police Commissioners. One of those people should have been filling a two-year term to preserve the staggered terms. That term would have then expired April 30, 2025, creating a vacancy.

I am herewith submitting for your approval the appointment of Bill Eisner as a member of the Board of Fire and Police Commissioners for a three (3) year term.

The appointment listed above is qualified to serve on the Board of Fire and Police Commissioners.



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: June 23, 2025

SUBJECT: A RESOLUTION ADOPTING A PAID PARENTAL LEAVE POLICY FOR EMPLOYEES OF THE VILLAGE OF VILLA PARK

RECOMMENDED ACTION:

This Resolution adopts a Parental Leave Policy for the Employees of the Village of Villa Park. The corporate authorities of the Village of Villa Park have determined that it is advisable, necessary and in the best interest of the Village to adopt a Paid Parental Leave Policy applicable to employees of the Village. Staff recommends approval.

BACKGROUND:

This Parental Leave Policy was discussed previously in a Committee of the Whole Meeting and as Unfinished Business. It is in the best interest of the Village to move forward with the adoption of the policy.

DISCUSSION:

RESOLUTION NO.

**A RESOLUTION ADOPTING A PAID PARENTAL LEAVE POLICY
FOR EMPLOYEES OF THE VILLAGE OF VILLA PARK**

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

WHEREAS, the Village is empowered to create policies and procedures to provide for effective government within the Village; and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is advisable, necessary and in the best interest of the Village to adopt a Paid Parental Leave Policy applicable to employees of the Village.

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

Section 1: The "Paid Parental Leave Policy" attached hereto as Exhibit A is hereby adopted and approved.

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

Passed this ____ day of _____, 2025.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this ____ day of _____, 2025.

Kevin Patrick, Village President

Attest:

Rolf Laukant, Village Clerk



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: June 19, 2025

Re: Appointment of Five (5) Members to the Community Recreation Commission

Pending the Village Board's creation of the Community Recreation Commission, I am making the following appointments:

I am herewith submitting for your approval the appointment of Katie Wagner as a member of the Community Recreation Commission for a three (3) year term.

I am herewith submitting for your approval the appointment of Nate Cook as a member of the Community Recreation Commission for a three (3) year term.

I am herewith submitting for your approval the appointment of John Dorhauer as a member of the Community Recreation Commission for a two (2) year term.

I am herewith submitting for your approval the appointment of Darryl Thompson as a member of the Community Recreation Commission for a two (2) year term.

I am herewith submitting for your approval the appointment of Tammy Henderson as a member of the Community Recreation Commission for a one (1) year term.

I am also herewith submitting for your approval the naming of Katie Wagner to serve as the chair of the Community Recreation Commission, upon approval of this individual's initial appointment to the Community Creation Commission.

All the appointments listed above are qualified to serve on the Community Recreation Commission.



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: June 19, 2025

Re: Appointment of Seven (7) Members to the Villa Park Growth Commission

Pending the Village Board's creation of the Villa Park Growth Commission, I am making the following appointments:

I am herewith submitting for your approval the appointment of Matt Weis as a member of the Villa Park Growth Commission for a three (3) year term.

I am herewith submitting for your approval the appointment of Brandon Schreiner as a member of the Villa Park Growth Commission for a three (3) year term.

I am herewith submitting for your approval the appointment of Leslie Allison Seei as a member of the Villa Park Growth Commission for a three (3) year term.

I am herewith submitting for your approval the appointment of Melissa White as a member of the Villa Park Growth Commission for a two (2) year term.

I am herewith submitting for your approval the appointment of Brian Wong as a member of the Villa Park Growth Commission for a two (2) year term.

I am herewith submitting for your approval the appointment of Al Stasch as a member of the Villa Park Growth Commission for a one (1) year term.

I am herewith submitting for your approval the appointment of Bilal Mujahid as a member of the Villa Park Growth Commission for a one (1) year term.

I am also herewith submitting for your approval the naming of Matt Weis to serve as the chairman of the Villa Park Growth Commission, upon approval of this individual's initial appointment to the Villa Park Growth Commission.

All the appointments listed above are qualified to serve on the Villa Park Growth Commission.



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: June 19, 2025

Re: Appointment of Five (5) Members to the Plan Commission

Pending the Village Board's creation of the Plan Commission, I am making the following appointments:

I am herewith submitting for your approval the appointment of Marianne Gonzalez as a member of the Plan Commission for a three (3) year term.

I am herewith submitting for your approval the appointment of Matt D'Alessandro as a member of the Plan Commission for a three (3) year term.

I am herewith submitting for your approval the appointment of John "Jack" Cuthbertson as a member of the Plan Commission for a two (2) year term.

I am herewith submitting for your approval the appointment of Mahmood Khan as a member of the Plan Commission for a two (2) year term.

I am herewith submitting for your approval the appointment of Joe Amore as a member of the Plan Commission for a one (1) year term.

I am also herewith submitting for your approval the naming of Marianne Gonzalez to serve as the chairman of the Plan Commission, upon approval of this individual's initial appointment to the Plan Commission.

All the appointments listed above are qualified to serve on the Plan Commission.



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: June 19, 2025

Re: Appointment of Five (5) Members to the Garden Village Commission

Pending the Village Board's creation of the Garden Village Commission, I am making the following appointments:

I am herewith submitting for your approval the appointment of Steve De La Rosa as a member of the Garden Village Commission for a three (3) year term.

I am herewith submitting for your approval the appointment of Patrice Gallagher as a member of the Garden Village Commission for a three (3) year term.

I am herewith submitting for your approval the appointment of Lynn Smith as a member of the Garden Village Commission for a two (2) year term.

I am herewith submitting for your approval the appointment of Pete Soltesz as a member of the Garden Village Commission for a two (2) year term.

I am herewith submitting for your approval the appointment of Renee Alvarez as a member of the Garden Village Commission for a one (1) year term.

I am also herewith submitting for your approval the naming of Steve De La Rosa to serve as the chairman of the Garden Village Commission, upon approval of this individual's initial appointment to the Garden Village Commission.

All the appointments listed above are qualified to serve on the Garden Village Commission.



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: June 19, 2025

Re: Appointment of two (2) Members to the Community F.U.N. Commission

I am herewith submitting for your approval the appointment of Leslie Allison Seei as a member of the Community F.U.N. Commission for a three (3) year term.

I am herewith submitting for your approval the re-appointment of Michelle McDonald as a member of the Community F.U.N. Commission for a three (3) year term.

All the appointments listed above are qualified to serve on the Community F.U.N. Commission.



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: June 19, 2025

Re: Appointment of Seven (7) Members to the Zoning Board of Appeals

Pending the Village Board's creation of the Zoning Board of Appeals, I am making the following appointments:

I am herewith submitting for your approval the appointment of Dave Downer as a member of the Zoning Board of Appeals for a three (3) year term.

I am herewith submitting for your approval the appointment of Wanda Ackermann as a member of the Zoning Board of Appeals for a three (3) year term.

I am herewith submitting for your approval the appointment of Vicki Flaskamp as a member of the Zoning Board of Appeals for a three (3) year term.

I am herewith submitting for your approval the appointment of Troy Clampit as a member of the Zoning Board of Appeals for a two (2) year term.

I am herewith submitting for your approval the appointment of Richard Gonzalez as a member of the Zoning Board of Appeals for a two (2) year term.

I am herewith submitting for your approval the appointment of Rodney Pate as a member of the Zoning Board of Appeals for a one (1) year term.

I am also herewith submitting for your approval the naming of Dave Downer to serve as the chairman of the Zoning Board of Appeals, upon approval of this individual's initial appointment to the Zoning Board of Appeals.

All the appointments listed above are qualified to serve on the Zoning Board of Appeals.



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: June 19, 2025

Re: Appointment of one (1) Member to the Senior Concerns Commission

I am herewith submitting for your approval the appointment of Cindy Wood as a member of the Senior Concerns Commission for a three (3) year term.

The appointment listed above is qualified to serve on the Senior Concerns Commission.



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: June 19, 2025

Re: Appointment of one (1) Member to the Sugar Creek Golf Course Administrative Board

I am herewith submitting for your approval the appointment of Bob White as a member of the Sugar Creek Golf Course Administrative Board for a two (2) year term.

The appointment listed above is qualified to serve on the Sugar Creek Golf Course Administrative Board.



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: June 19, 2025

Re: Appointment of Trustee Carine “Cari” Alfano as Deputy Village President

Pending the Village Board’s creation of the office of Deputy Village President, I am making the following appointment:

I am herewith submitting for your approval the appointment of Trustee Carine “Cari” Alfano as Deputy Village President.



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: June 23, 2025

SUBJECT: Revisit the Village Board of Trustees' Rules of Order and Procedure (passed March 24, 2025, Resolution #25015).

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

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, as amended effective March 24, 2025.

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 agenda of the Board of Trustees should be approved and any proposed amendments made by a majority vote of the corporate authorities in attendance at the meeting during the segment of the meeting entitled “Amendments to the Agenda”. Once the agenda is approved, no further amendments may be made to the agenda without a motion that is seconded and approved by a two-thirds majority of the corporate authorities in attendance at the meeting. The presiding officer is not allowed to remove or add items at any time by another process.
3. 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.
6. The blind copy mechanism shall not be used on any communications between the members of the Board of Trustees or between the Village staff and the members of the Board of Trustees.

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 or 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.
3. 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. Social Media Policies

V. Additional Policies of the Board (reserved)

VI. 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.)

Attachment A
Roberts Rules Cheat Sheet

Roberts' Rules of Order

Cheat Sheet

Action	What to Say	Can interrupt speaker?	Need a Second?	Can be Debated?	Can be Amended?	Votes Needed
Introduce main motion	<i>"I move to..."</i>	No	Yes	Yes	Yes	Majority
Amend a motion	<i>"I move to amend the motion by II (add to strike words or both)"</i>	No	Yes	Yes	Yes	Majority
Move item to committee	<i>"I move that we refer the matter to the committee."</i>	No	Yes	Yes	Yes	Majority
Postpone item	<i>"I move that we postpone the matter until..."</i>	No	Yes	Yes	Yes	Majority
End debate	<i>"I move the previous question."</i>	No	Yes	No	No	2/3
Procedure problem	<i>"Point of order."</i>	Yes	No	No	No	Chair decides
Recess the meeting	<i>"I move that we recess until..."</i>	No	Yes	No	Yes	Majority
Adjourn the meeting	<i>"I move to adjourn the meeting."</i>	No	Yes	No	No	Majority
Request information	<i>"Request for information."</i>	Yes	No	No	No	No vote
Overrule the chair's ruling	<i>"I move to appeal from the decision of the chair."</i>	Yes	Yes	Depends	No	Majority
Extend the allotted time	<i>"I move to extend the time by ____ minutes."</i>	No	Yes	No	Yes	2/3
Enforce the rules or point out incorrect procedure	<i>"Point of order."</i>	Yes	No	No	No	Chair decides
Table a Motion	<i>"I move to lay the motion on the table..."</i>	No	Yes	No	No	Majority—urgent business

Verify voice vote questioned	<i>"I call for a division."</i>	No	No	No	No	No vote
Object to considering some undiplomatic matter	<i>"I object to consideration of this matter..."</i>	Yes	No	No	No	2/3 in negative
Take up a previously tabled item	<i>"I move to take from the table..."</i>	No	Yes	No	No	Majority
Reconsider something already disposed of	<i>"I move to reconsider our action to..."</i>	Yes	Yes	Depends	No	Majority*
Consider something out of its scheduled order	<i>"I move to suspend the rules and consider..."</i>	No	Yes	No	No	2/3
Close the meeting for executive session	<i>"I move to go into executive session."</i>	No	Yes	No	No	Majority
Personal preference-noise, room temperature, distractions	<i>"Question of Privilege"</i>	Yes	No	No	No	No vote unless vote requested

*A member may make a motion to reconsider something that was already disposed; however, the reconsidered motion may not be subsequently reconsidered. A motion to reconsider must be made during the same meeting and can extend to a meeting that lasts for more than one day.

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, as amended effective March 24, 2025.

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 agenda of the Board of Trustees should be approved and any proposed amendments made by a majority vote of the corporate authorities in attendance at the meeting during the segment of the meeting entitled “Amendments to the Agenda”. Once the agenda is approved, no further amendments may be made to the agenda without a motion that is seconded and approved by a two-thirds majority of the corporate authorities in attendance at the meeting. The presiding officer is not allowed to remove or add items at any time by another process.
3. 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.
6. The blind copy mechanism shall not be used on any communications between the members of the Board of Trustees or between the Village staff and the members of the Board of Trustees.

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 or 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.
3. 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.

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- a. Roll Call and determination of a quorum
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Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181-2696

To: Village Board

From: Suzy Mika, Finance Director

Date: June 23, 2025

Subject: Monthly Financial Report – May 2025

Attached is the Monthly Financial Report for the period ending May 31, 2025. This report provides a snapshot in time of revenues received and expenses incurred through the end of May.

Please note that the Finance Department is currently behind in recording certain revenues and expenditures. As such, the figures presented in this report are preliminary and unaudited.

As additional information becomes available and records are updated, more accurate and comprehensive data will be provided in future reports.



General Fund Revenues

TAXES	2025 Budgeted	FY 2025 Actual	% to Budget	FY 2024 Actual	Comparison 2025 to 2024
Property Tax	586,573	-	0%	79,993	(79,993)
Property Tax due to Pension Funds	3,845,254	-	0%	343,739	(343,739)
Sales Tax	6,460,000	2,081,348	32%	2,720,387	(639,039)
State Income Tax	3,840,000	952,433	25%	1,850,010	(897,576)
Other Taxes	4,630,000	1,573,595	34%	2,074,024	(500,430)
TAXES TOTAL	19,361,827	4,607,376	24%	7,068,153	(2,460,777)
Licenses & Fees	2,827,050	1,111,275	39%	1,200,455	(89,180)
Investment Income	425,000	34,075	8%	230,718	(196,644)
Fines & Penalties	1,078,000	342,880	32%	460,404	(117,523)
Charges for Services	1,091,650	241,478	22%	481,922	(240,444)
Residential Garbage Fees	1,889,000	842,627	45%	810,032	32,595
Operating Transfers In	473,150	68,750	15%	194,982	(126,232)
Grants	561,800	36,965	7%	42,450	(5,484)
Miscellaneous	263,700	459,542	174%	(138,049)	597,592
TOTAL	27,971,177	7,744,969	28%	10,351,066	(2,606,097)

General Fund year-to-date revenues as of 5/31/25 total \$7,744,969, which is 28% of the FY 2025 annual budget, and is \$2,606,097 less than revenues at 5/31/2024. This delay is due to the Finance Department being behind on recording revenue received by the Village.

The Finance Director is currently working with the Accountant to bring the Village's reconciliations up to date and within an acceptable timeframe.

At five months into the fiscal year, we should have received approximately 41.5% of our budgeted revenues as a benchmark for performance.



Other Fund Revenues

	2025 Budgeted	FY 2025 Actual	% to Budget	FY 2024 Actual	Comparison 2025 to 2024
Capital Fund	4,057,600	-	0%	92,211	(92,211)
DUI Technology Fund	37,000	24,135	65%	15,390	8,744
Drug Control Fund	-	650	100%	-	650
TIF 7 - St. Charles Rd.	100,000	-	0%	-	-
TIF 6 - N. Ardmore / Vermont	143,672	163	0%	20,622	(20,458)
TIF 5 - Kenilworth	490,837	975	0%	16,983	(16,008)
TIF 4 - St. Charles Rd.	57,270	-	0%	615	(615)
TIF 3 - North Ave.	1,368,248	8,084	1%	140,282	(132,198)
MFT Fund	1,074,500	371,929	35%	450,126	(78,197)
Hotel / Motel Tax Fund	147,000	65,543	45%	74,273	(8,730)
NEDSRA Fund	276,000	664	0%	27,987	(27,323)
Recreation Fund	1,235,600	211,248	17%	612,341	(401,093)
Parks Fund	3,113,800	27,617	1%	680,046	(652,430)
Swimming Pool & Recreation Fund	1,196,700	10,594	1%	76,472	(65,878)
Debt Service Fund	5,463,050	1,716	0%	380,240	(378,524)
Street Improvement Fund	3,947,500	682,796	17%	1,005,057	(322,261)
Capital Projects Fund	2,382,700	659,546	28%	1,071,198	(411,652)
Stormwater Buyout Fund	2,454,600	378,775	15%	281,126	97,649
Water Fund	7,741,300	2,427,852	31%	3,013,368	(585,516)
Wastewater Fund	15,581,500	1,100,695	7%	1,026,014	74,682
TOTAL	50,868,877	5,972,981	12%	8,984,351	(3,011,370)



General Fund Expenses

	2025 Budgeted	FY 2025 Actual	% to Budget	FY 2024 Actual	Comparison 2025 to 2024
Public Affairs	720,095	154,295	21%	211,161	(56,866)
Manager	7,800	582	7%	245	337
Administration - Manager	579,600	273,781	47%	199,916	73,865
IT	699,350	410,424	59%	304,380	106,043
Finance	673,710	247,914	37%	241,997	5,917
Community Development	1,171,380	395,542	34%	351,942	43,600
Central Services	656,900	205,481	31%	182,672	22,809
Building & Grounds	430,550	133,194	31%	129,210	3,985
Commuter Parking Lot	51,600	11,555	22%	11,778	(222)
Garage	961,396	270,785	28%	268,698	2,087
Engineering	41,200	4,167	10%	3,631	536
Police - Administration	2,172,105	692,322	32%	1,150,870	(458,548)
Police - Records	664,296	338,209	51%	343,961	(5,752)
Police - Detectives	4,728,735	1,828,231	39%	1,790,036	38,195
Police - Patrol	738,169	441,513	60%	514,275	(72,762)
Fire - Administration	2,283,138	283,960	12%	365,059	(81,099)
Fire - Prevention & Protection	143,457	29,140	20%	25,852	3,288
Fire - Ambulance / Paramedic	4,108,901	1,247,939	30%	1,575,557	(327,618)
Garbage	1,927,000	775,585	40%	602,392	173,193
Public Works - Administration	397,500	85,844	22%	128,357	(42,513)
Public Works - Traffic	202,000	68,295	34%	47,078	21,217
Public Works - Stormsewer	18,250	-	-	-	-
Public Works - Street Maintenance	202,500	88,321	44%	40,529	47,792
Public Works - Forestry	334,750	40,100	12%	18,135	21,965
Debt Payments	862,000	-	0%	341,603	(341,603)
Transfers	7,550,500	-	0%	866,875	(866,875)
Contractual	-	1,922	100%	-	1,922
TOTAL	32,326,882	8,029,100	25%	9,716,208	(1,687,108)



Other Fund Expenses

	2025 Budgeted	FY 2025 Actual	% to Budget	FY 2024 Actual	Comparison 2025 to 2024
Capital Fund	3,434,791	1,388,277	40%	3,392,282	(2,004,005)
DUI Technology Fund	36,000	10,788	30%	9,455	1,333
Drug Control Fund	-	800	100%	65	735
TIF 7 - St. Charles Rd.	-	5,704	100%	-	5,704
TIF 6 - N. Ardmore / Vermont	300,000	4,708	2%	47,580	(42,871)
TIF 5 - Kenilworth	701,500	22,053	3%	1,590	20,463
TIF 4 - St. Charles Rd.	10,000	9,512	95%	2,397	7,115
TIF 3 - North Ave.	4,221,500	-	0%	-	-
MFT Fund	1,097,500	68,750	6%	194,982	(126,232)
Hotel / Motel Tax Fund	120,200	-	0%	52,917	(52,917)
NEDSRA Fund	155,000	-	0%	41,203	(41,203)
Recreation Fund	1,599,923	535,957	33%	483,099	52,858
Parks Fund	2,915,950	794,561	27%	819,563	(25,002)
Swimming Pool & Recreation Fund	1,063,217	74,515	7%	4,990	69,526
Debt Service Fund	3,954,200	9,100	0%	2,050	7,050
Street Improvement Fund	11,460,430	1,056,382	9%	1,044,160	12,222
Capital Projects Fund	3,950,000	37,071	1%	-	37,071
Stormwater Buyout Fund	4,857,025	1,699,290	35%	29,334	1,669,957
Water Fund	7,824,353	1,495,154	19%	1,595,957	(100,803)
Wastewater Fund	11,756,513	733,012	6%	591,374	141,639
TOTAL	59,458,102	7,945,633	13%	8,312,995	(367,362)

Village of Villa Park

Policy Memorandum: Roles, Responsibilities & Expectations for Village Commissions

Effective Date:

Issued By: Village President Kevin Patrick

I. Purpose

This policy memorandum establishes clear expectations for the conduct, structure, and responsibilities of all Village of Villa Park advisory commissions. It defines the appropriate roles of Commission Members, Staff Liaisons, and Board Liaisons to ensure transparency, efficiency, and consistency in all commission functions.

II. Guiding Principles

- Commissions are advisory bodies created by ordinance to make formal recommendations directly to the Village Board.
- The Village of Villa Park Comprehensive Plan shall serve as a strategic roadmap for commission deliberations, recommendations, and future planning.
- Commissions are expected to serve as civic think tanks, identifying community needs and proposing forward-thinking solutions that support the village's long-term vision.

III. Roles and Responsibilities

A. Commission Members

- Actively participate in commission meetings and discussions.
- Set the agenda in collaboration with the Chair and fellow commissioners.
- Make thoughtful and strategic recommendations directly to the Village Board, aligning with the Comprehensive Plan.
- Manage and run meetings, selecting their own officers. The Chair of each commission shall be appointed by the Village President.
- Treat Staff Liaisons respectfully and avoid excessive or unreasonable requests.
- Uphold ethical standards, Open Meetings Act compliance, and professional conduct.

B. Staff Liaisons

- Provide administrative support and subject matter expertise.
- Assist in agenda distribution and background preparation.
- Refrain from steering or directing commission conversations.
- Act as a resource—not a policy guide—for the commission.
- Implement directives from the Village Board or Village Manager only.

C. Board Liaisons

- Serve as a communication bridge between the commission and Village Board.
- Help ensure alignment between commission goals and Board priorities.
- Report recommendations and major developments to the Village Board.
- Support commissions without influencing or interfering with decision-making.

IV. Transparency & Public Visibility

- All commission meetings will be video recorded and archived for public access.
- All commissioners are expected to be publicly visible during meetings.
- Commissioners must maintain professional decorum in publicly viewable meetings.
- Meeting minutes and official recommendations will be published and preserved as part of the public record.

V. Meeting Management & Conduct

- Meeting agendas are created by the Chair with input from commissioners and assistance from the Staff Liaison.
- Commissions are expected to meet monthly unless otherwise specified by ordinance.
- Recommendations must be submitted to the Village Board in writing through the Board Liaison and Village Manager's Office.

VI. Oversight

- This policy applies to all advisory commissions created by Village ordinance.
- The Village President, with input from the Village Manager, will oversee compliance.
- This memorandum will be included in the Commissioner Handbook and distributed to all appointed commissioners.

VII. Commission Chair Appointments

In accordance with Village policy, all Chairs of Village of Villa Park advisory commissions shall be appointed by the Village President. This ensures consistent leadership and alignment with the Village's strategic goals. Commission members may recommend candidates for Chair, but final appointment authority rests with the Village President.



MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: June 23, 2025
SUBJECT: Annual TIF Reports for FY23

RECOMMENDED ACTION:

Every year, the TIF Administrator is required to prepare an Annual Report for each active TIF District and submit it to the Illinois Comptroller for acceptance. Additionally, a meeting of the Joint Review Board (JRB) must be held to review the Annual Reports.

BACKGROUND:

The JRB reviewed the FY23 Annual Reports at a meeting held on June 13, 2025 at 10am.

DISCUSSION:

The Seal of the State of Illinois is a circular emblem. It features an eagle with wings spread, perched on a rock. The eagle's chest is covered by a shield with a vertical red and white striped pattern and a blue chief. In its talons, the eagle holds a banner with the word 'STATE SOVEREIGN, NATIONAL UNION'. The background of the seal includes a rising sun and a sheaf of wheat. The outer ring of the seal contains the text 'SEAL OF THE STATE OF ILLINOIS' at the top and 'AUG. 26TH 1818' at the bottom, separated by two stars.

SECTION 2 [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

FY 2023

Name of Redevelopment Project Area:

TIF 3 - North Avenue

Primary Use of Redevelopment Project Area*:	
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.	
If "Combination/Mixed" List Component Types:	
Under which section of the Illinois Municipal Code was the Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act	☒
Industrial Jobs Recovery Law	☐

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (labeled Attachment A). For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment A).	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification (labeled Attachment B).		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion (labeled Attachment C).		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement (labeled Attachment D).	X	
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) (labeled Attachment E).	X	
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information (labeled Attachment F).	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report (labeled Attachment H).		X
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J).	X	
An analysis prepared by a financial advisor or underwriter, chosen by the municipality , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; and actual debt service . [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (labeled Attachment J).	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose audited financial statements of the special tax allocation fund (labeled Attachment K).		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L).		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose the list only, not actual agreements (labeled Attachment M).	X	
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).	X	

SECTION 3.1 [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]

FY 2023

Name of Redevelopment Project Area:

TIF 3 - North Avenue

Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 2,518,136

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 900,324	\$ 17,334,271	100%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest			0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

All Amount Deposited in Special Tax Allocation Fund \$ 900,324

Cumulative Total Revenues/Cash Receipts \$ 17,334,271 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 13,409

Transfers to Municipal Sources

Distribution of Surplus

Total Expenditures/Disbursements \$ 13,409

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ 886,915

Previous Year Adjustment (Explain Below)

FUND BALANCE, END OF REPORTING PERIOD* \$ 3,405,051

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

Previous Year Explanation:

SECTION 3.2 A [65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c)]

FY 2023

Name of Redevelopment Project Area:

TIF 3 - North Avenue

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

PAGE 1

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
		\$ -
2. Annual administrative cost.		
Gardiner Koch Weisberg - Legal	6,684	
Storino, Ramello & Durkin - Legal	6,725	
		\$ 13,409
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
		\$ -
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
		\$ -
6. Costs of the construction of public works or improvements.		
		\$ -

SECTION 3.2 A
PAGE 2

7. Costs of eliminating or removing contaminants and other impediments.		
		\$ -
8. Cost of job training and retraining projects.		
		\$ -
9. Financing costs.		
		\$ -
10. Capital costs.		
		\$ -
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
		\$ -
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
		\$ -

SECTION 3.2 A
PAGE 3

13. Relocation costs.		
		\$ -
14. Payments in lieu of taxes.		
		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		\$ -
17. Cost of day care services.		
		\$ -
18. Other.		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 13,409

Section 3.2 B [Information in the following section is not required by law, but may be helpful in creating fiscal transparency.]

FY 2023

Name of Redevelopment Project Area:

TIF 3 - North Avenue

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

[illegible]

FY 2023

TIF 3 - North Avenue

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source

FUND BALANCE BY SOURCE	\$ 3,405,051
-------------------------------	---------------------

1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
Total Amount Designated for Obligations	\$ -	\$ -

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
Land Acquisition		\$ 2,000,000
Demolition		\$ 500,000
ROW Improvements		\$ 500,000
Parking Improvements		\$ 500,000
Total Amount Designated for Project Costs		\$ 3,500,000

TOTAL AMOUNT DESIGNATED	\$ 3,500,000
--------------------------------	---------------------

SURPLUS/(DEFICIT)	\$ (94,949)
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SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2023

Name of Redevelopment Project Area:

TIF 3 - North Avenue

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

	Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.
--	--

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 [20 ILCS 620/4.7 (7)(F)]

FY 2023

Name of Redevelopment Project Area:

TIF 3 - North Avenue

PAGE 1

Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.

Select ONE of the following by indicating an 'X':

1. <u>NO</u> projects were undertaken by the Municipality Within the Redevelopment Project Area.	
2. The municipality <u>DID</u> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	x
2a. The total number of <u>ALL</u> activities undertaken in furtherance of the objectives of the redevelopment plan:	9
2b. The total number of NEW projects undertaken by the municipality in fiscal year 2022 and any fiscal year thereafter, within the Redevelopment Project area, if any.	0

LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 4,500,000	\$ -	\$ -
Public Investment Undertaken	\$ 4,266,128	\$ -	\$ -
Ratio of Private/Public Investment	1 4/73		0

Project 1 Name: Wildfire Harley Davidson

Private Investment Undertaken (See Instructions)	\$ 1,500,000		
Public Investment Undertaken	\$ 2,900,549		
Ratio of Private/Public Investment	15/29		0

Project 2 Name: North Avenue Townhome Lift Station

Private Investment Undertaken (See Instructions)	\$ -		
Public Investment Undertaken	\$ 199,500		
Ratio of Private/Public Investment	0		0

Project 3 Name: 325 E North Avenue

Private Investment Undertaken (See Instructions)	\$ -		
Public Investment Undertaken	\$ 45,021		
Ratio of Private/Public Investment	0		0

Project 4 Name: 729 N Ardmore Avenue

Private Investment Undertaken (See Instructions)	\$ -		
Public Investment Undertaken	\$ 69,068		
Ratio of Private/Public Investment	0		0

Project 5 Name: North Avenue Streetscape

Private Investment Undertaken (See Instructions)	\$ -		
Public Investment Undertaken	\$ 30,868		
Ratio of Private/Public Investment	0		0

Project 6 Name: Pet Supplies Plus

Private Investment Undertaken (See Instructions)	\$ 3,000,000		
Public Investment Undertaken	\$ 808,748		
Ratio of Private/Public Investment	3 22/31		0

PAGE 2 **ATTACH ONLY IF PROJECTS ARE LISTED**

Project 7 Name: North Avenue Townhomes Cameras & Lighting

Private Investment Undertaken (See Instructions)	\$	-	
Public Investment Undertaken	\$	66,837	
Ratio of Private/Public Investment		0	0

Project 8 Name: North Side Sidewalks

Private Investment Undertaken (See Instructions)	\$	-	
Public Investment Undertaken	\$	72,225	
Ratio of Private/Public Investment		0	0

Project 9 Name: Flood Control

Private Investment Undertaken (See Instructions)	\$	-	
Public Investment Undertaken	\$	73,312	
Ratio of Private/Public Investment		0	0

Project 10 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 11 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 12 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 13 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 14 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

Project 15 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))

TIF 3 - North Avenue

Number of Jobs Retained	Number of Jobs Created	Job Description and Type (Temporary or Permanent)	Total Salaries Paid
			\$ _____.

Project Name	The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement.		The number of jobs, if any, created as a result of the development to date, for the reporting period, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement.	
	Temporary	Permanent	Temporary	Permanent

[illegible]

Project Name	Stated Rate of Return

SECTION 7 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2023

Name of Redevelopment Project Area:

TIF 3 - North Avenue

Provide a general description of the redevelopment project area using only major boundaries.

North Avenue between Villa Avenue and Grace Street

Optional Documents	Enclosed
Legal description of redevelopment project area	
Map of District	

SECTION 8 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2023

Name of Redevelopment Project Area:

TIF 3 - North Avenue

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area.

Year of Designation	Base EAV	Reporting Fiscal Year EAV
2006	\$ 37,135,920	51,407,320

List all overlapping tax districts in the redevelopment project area.
If overlapping taxing district received a surplus, list the surplus.

Indicate an 'X' if the overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -



Attachment B

Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181

Nick Cuzzone, Village President
Hosanna Korynecky, Village Clerk
Matt Harline, Village Manager

VILLAGE OF VILLA PARK, ILLINOIS

Unit Code 022/100/32

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Nick Cuzzone, the President of the Village of Villa Park, DuPage County, Illinois, certify that the Village has complied with all of the requirements of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., during the calendar year ending December 31, 2023, in connection with the administration of the North Avenue (TIF 3) Tax Increment Redevelopment Project Area.

Nick Cuzzone, Village President

LAW OFFICES

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April 17, 2025

JOSEPH G. KUSPER
BRYAN J. BERRY
ANN M. WILLIAMS
RICHARD F. PELLEGRINO
DONALD J. STORINO II
BRIAN R. KUSPER
MARK R. STEPHENS

OF COUNSEL

IN REPLY REFER TO FILE NO.

Office of the Comptroller
Local Government Division
Illinois Office of Comptroller
555 West Monroe Street, Suite 1400S-A
Chicago, Illinois 60661

VP-14

**RE: VILLAGE OF VILLA PARK, ILLINOIS
TAX INCREMENT REDEVELOPMENT PROJECT AREA NO. 3
NORTH AVENUE TIF DISTRICT**

Dear Ladies and Gentlemen:

We do hereby certify that the law firm of Storino, Ramello & Durkin serves as Corporation Counsel for the Village of Villa Park, Illinois. We further state that to the best of our knowledge and belief, during the Fiscal Year ending December 31, 2023, the Village was in compliance with the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4, *et al.* (State Bar Ed. 2022)] for the above TIF district.

In rendering this opinion, we have relied upon representations of the Village with respect to certain material facts solely within the Village's knowledge, including, but not limited to, (i) the use of tax increment funds, and (ii) the timing and contents of all information required to be provided to the Joint Review Board or the State of Illinois under the Act. This opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion. We do not express any opinions other than that which is set forth in this letter. No opinions other than those specifically set forth herein are to be implied, and we specifically disclaim any opinions by inference and implication from those stated herein. We express no opinion concerning, and assume no responsibility for, the effect of any event, action, change of law or other development that may occur subsequent to the date of this correspondence.

This opinion is rendered solely for your information and no other parties shall be entitled to rely on any matters set forth herein without the express written consent of the undersigned.

STORINO, RAMELLO & DURKIN



Brian W. Baugh

BWB/njg

#1274402v1

**Joint Review Board
2022 Annual Meeting
TIF #3, North Avenue Redevelopment Project Area
Minutes from October 9, 2024**

Call Meeting to Order: Meeting for review of fiscal year 2022 was called to order by Director, Marc McLaughlin at 10:00 a.m. and roll call was taken.

Roll Call: Present were the following representatives:

Attorney Brian Baugh, Village of Villa Park
Chuck Howard, Finance Director Villa Park
Ryan Domeracki, High School District 88
Jeff Eagan, School District 45
Sandy Hill, Villa Park Library
Paul Hoss, DuPage County
Dean Stathopoulos, Addison Park District
Jessica Ramirez, Lombard Park District
and Janelle Manzke, Public Member

No representation for College of DuPage #502, Addison Township, York Township, Addison School District #4.

Elect or Re-elect Public Member: Motion was made by Paul Hoss to elect Janelle Manzke for Public Member and seconded by Jeff Eagan. Passed with all ayes.

Elect or Re-elect Chairperson: Motion made by Paul Hoss for Marc McLaughlin to act as Chairperson, seconded by Jeff Egan. Passed with all ayes.

Public Comment: None.

Status of TIF Fiscal Year 2022: The North Avenue TIF started in 2006 and will close in 2029. The Revenue/Cash Receipts were approximately \$700,000 with expenditures of \$9,237 with an ending fund balance of \$2,554.386.

Discussion

DuPage County is working on a program on housing solutions and will partner with surrounding communities. The goal is to provide financial assistance to assist with property improvements for affordable housing.

Adjournment: At the conclusion of all TIF agendas, the motion to adjourn the meeting was made by Paul Hoss and seconded by Jeff Eagan. The motion passed with all ayes. The meeting adjourned at 10:07 a.m.

Respectively submitted by,

Pat Boksha

VILLAGE OF VILLA PARK, ILLINOIS
TAX INCREMENT FINANCING DISTRICTS

Statement of Revenues, Expenditures and Changes in Fund Balance
For the Fiscal Year Ended December 31, 2023

	Tax Increment Financing #3	Tax Increment Financing #4	Tax Increment Financing #5	Tax Increment Financing #6
Revenues				
Taxes				
Property Taxes	\$ 900,324	36,770	302,406	70,029
Investment Income	—	—	10,144	33,219
Total Revenues	900,324	36,770	312,550	103,248
Expenditures				
General Government				
Contractual Services	13,409	61,278	165,701	12,548
Capital Outlay	—	52,000	8,401	—
Total Expenditures	13,409	113,278	174,102	12,548
Net Change in Fund Balance	886,915	(76,508)	138,448	90,700
Fund Balances - Beginning	2,518,136	(96,369)	159,201	519,584
Fund Balances - Ending	3,405,051	(172,877)	297,649	610,284



INDEPENDENT AUDITOR'S REPORT
ON SUPPLEMENTAL INFORMATION

December 26, 2024

The Honorable Village President
Members of the Board of Trustees
Village of Villa Park, Illinois

We have audited the basic financial statements of the Village of Villa Park, Illinois, for the year ended December 31, 2023, and have issued our report thereon dated December 26, 2024, which expressed an unmodified opinion on those financial statements. The financial statements are the responsibility of the Village of Villa Park, Illinois' management. Our responsibility is to express opinions on the basic financial statements based on our audit.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements of the Village of Villa Park, Illinois. The Balance Sheet and Schedule of Revenues, Expenditures and Changes in Fund Balance for Tax Increment Financing Funds (TIF) #3, #4, #5, and #6 is presented for purposes of additional analysis and are not a required part of the basic financial statements. This information is the responsibility of management and derives from and relates directly to the underlying and other records used to prepare the basic financial statements. That information has been subjected to the auditing procedures applied to the audit of the basic financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements, or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

The Seal of the State of Illinois is a circular emblem. It features an eagle with wings spread, perched on a shield with vertical stripes. The eagle is holding a banner in its beak that reads "STATE SOVEREIGN, NATIONAL UNION". The shield is positioned over a landscape with a rising sun and a sheaf of wheat. The words "JANUARY 1818" are inscribed on a banner at the base of the shield. The outer ring of the seal contains the text "SEAL OF THE STATE OF ILLINOIS" at the top and "AUG 26TH 1818" at the bottom, separated by two stars.

SECTION 2 [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

FY 2023

Name of Redevelopment Project Area:

TIF 4 - St Charles Road

Primary Use of Redevelopment Project Area*:	
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.	
If "Combination/Mixed" List Component Types:	
Under which section of the Illinois Municipal Code was the Redevelopment Project Area designated? (check one): Tax Increment Allocation Redevelopment Act ☒ Industrial Jobs Recovery Law ☐	

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (labeled Attachment A). For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment A).	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification (labeled Attachment B).		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion (labeled Attachment C).		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement (labeled Attachment D).		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) (labeled Attachment E).	X	
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information (labeled Attachment F).	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report (labeled Attachment H).		X
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J).	X	
An analysis prepared by a financial advisor or underwriter, chosen by the municipality , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; and actual debt service . [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (labeled Attachment J).	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose audited financial statements of the special tax allocation fund (labeled Attachment K).		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L).		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose the list only, not actual agreements (labeled Attachment M).	X	
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).	X	

SECTION 3.1 [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]

FY 2023

Name of Redevelopment Project Area:

TIF 4 - St Charles Road

Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ (96,369)

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 36,770	\$ 238,944	97%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ -	\$ 27	0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources	\$ -	\$ 7,788	3%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

All Amount Deposited in Special Tax Allocation Fund \$ 36,770

Cumulative Total Revenues/Cash Receipts \$ 246,759 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 113,278

Transfers to Municipal Sources

Distribution of Surplus

Total Expenditures/Disbursements \$ 113,278

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ (76,508)

Previous Year Adjustment (Explain Below)

FUND BALANCE, END OF REPORTING PERIOD* \$ (172,877)

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

Previous Year Explanation:

SECTION 3.2 A [65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c)]

FY 2023

Name of Redevelopment Project Area:

TIF 4 - St Charles Road

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

PAGE 1

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
Teska - TIF Planning	14,047	
Thomson Surveying - Legal Description	1,230	
Paddock Publications - TIF notification	3,885	
Gentile & Associates - Survey	1,675	
Potstage - TIF mailings	1,000	
Printsmart - Printing Plans	237	
		\$ 22,073
2. Annual administrative cost.		
Storino Ramello & Durkin - Legal	14,177	
DuPage County - Property Tax	24,948	
DuPage County - Property Tax Refund	(47)	
	127	
		\$ 39,205
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
110 S Villa Ave - lease buy-out	52,000	
		\$ 52,000
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
		\$ -
6. Costs of the construction of public works or improvements.		
		\$ -

SECTION 3.2 A
PAGE 2

7. Costs of eliminating or removing contaminants and other impediments.		
		\$ -
8. Cost of job training and retraining projects.		
		\$ -
9. Financing costs.		
		\$ -
10. Capital costs.		
		\$ -
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
		\$ -
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
		\$ -

SECTION 3.2 A
PAGE 3

13. Relocation costs.		
		\$ -
14. Payments in lieu of taxes.		
		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		\$ -
17. Cost of day care services.		
		\$ -
18. Other.		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 113,278

Section 3.2 B [Information in the following section is not required by law, but may be helpful in creating fiscal transparency.]

FY 2023

Name of Redevelopment Project Area:

TIF 4 - St Charles Road

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

[illegible]

FY 2023

TIF 4 - St Charles Road

FUND BALANCE BY SOURCE

\$	(172,877)
----	-----------

1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
Total Amount Designated for Obligations	\$ -	\$ -

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
Façade Improvements		\$ 150,000
Total Amount Designated for Project Costs		\$ 150,000

TOTAL AMOUNT DESIGNATED

\$	150,000
----	---------

SURPLUS/(DEFICIT)

\$	(322,877)
----	-----------

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2023

Name of Redevelopment Project Area:

TIF 4 - St Charles Road

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

X	Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.
---	--

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 [20 ILCS 620/4.7 (7)(F)]

FY 2023

Name of Redevelopment Project Area:

TIF 4 - St Charles Road

PAGE 1

Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.

Select ONE of the following by indicating an 'X':

1. <u>NO</u> projects were undertaken by the Municipality Within the Redevelopment Project Area.	
2. The municipality <u>DID</u> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	X
2a. The total number of <u>ALL</u> activities undertaken in furtherance of the objectives of the redevelopment plan:	2
2b. The total number of NEW projects undertaken by the municipality in fiscal year 2022 and any fiscal year thereafter, within the Redevelopment Project area, if any.	0

LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 1,601,621	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 1 Name: AK Mulch Relocation

Private Investment Undertaken (See Instructions)	\$ -		
Public Investment Undertaken	\$ 1,500,093		
Ratio of Private/Public Investment	0		0

Project 2 Name: Street Improvements

Private Investment Undertaken (See Instructions)	\$ -		
Public Investment Undertaken	\$ 101,528		
Ratio of Private/Public Investment	0		0

Project 3 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 4 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 5 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

SECTION 6 [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.

SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))

FY 2023

Name of Redevelopment Project Area:

TIF 4 - St Charles Road

SECTION 6.1-For redevelopment projects beginning before FY 2022, complete the following information about job creation and retention.

Number of Jobs Retained	Number of Jobs Created	Job Description and Type (Temporary or Permanent)	Total Salaries Paid
			\$ -

SECTION 6.2-For redevelopment projects beginning in or after FY 2022, complete the following information about projected job creation and actual job creation.

Project Name	The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement.		The number of jobs, if any, created as a result of the development to date, for the reporting period, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement.	
	Temporary	Permanent	Temporary	Permanent

SECTION 6.3-For redevelopment projects beginning in or after FY 2022, complete the following information about increment projected to be created and actual increment created.

Project Name	The amount of increment projected to be created at the time of approval of the redevelopment agreement.	The amount of increment created as a result of the development to date, for the reporting period, using the same assumptions as was used for the projections used at the time of the approval of the redevelopment agreement.

SECTION 6.4-For redevelopment projects beginning in or after FY 2022, provide the stated rate of return identified by the developer to the municipality and verified by an independent third party, IF ANY:

Project Name	Stated Rate of Return

SECTION 7 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2023

Name of Redevelopment Project Area:

TIF 4 - St Charles Road

Provide a general description of the redevelopment project area using only major boundaries.

Villa Avenue and St Charles Road

Optional Documents	Enclosed
Legal description of redevelopment project area	
Map of District	

SECTION 8 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2023

Name of Redevelopment Project Area:

TIF 4 - St Charles Road

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area.

Year of Designation	Base EAV	Reporting Fiscal Year EAV
2009	\$ 2,834,880	3,470,320

List all overlapping tax districts in the redevelopment project area.
If overlapping taxing district received a surplus, list the surplus.

Indicate an 'X' if the overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -



Village of Villa Park

Attachment B

20 South Ardmore Avenue, Villa Park, Illinois 60181

Nick Cuzzone, Village President

Hosanna Korynecky, Village Clerk

Matt Harline, Village Manager

VILLAGE OF VILLA PARK, ILLINOIS

Unit Code 022/100/32

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Nick Cuzzone, the President of the Village of Villa Park, DuPage County, Illinois, certify that the Village has complied with all of the requirements of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., during the calendar year ending December 31, 2023, in connection with the administration of the St Charles Road (TIF 4) Tax Increment Redevelopment Project Area.

Nick Cuzzone, Village President

LAW OFFICES

STORINO, RAMELLO & DURKIN

9501 TECHNOLOGY BOULEVARD, SUITE 4200

ROSEMONT, ILLINOIS 60018

DONALD J. STORINO
 MICHAEL K. DURKIN
 RICHARD J. RAMELLO
 NICHOLAS S. PEPPERS
 MELISSA M. WOLF
 ANDREW Y. ACKER
 JAMES E. MACHOLL
 BRIAN W. BAUGH
 ANTHONY J. CASALE
 PETER A. PACIONE
 MATTHEW G. HOLMES
 MICHAEL R. DURKIN
 THOMAS J. HALLERAN
 ADAM R. DURKIN
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(847) 318-9500

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April 17, 2025

JOSEPH G. KUSPER
 BRYAN J. BERRY
 ANN M. WILLIAMS
 RICHARD F. PELLEGRINO
 DONALD J. STORINO II
 BRIAN R. KUSPER
 MARK R. STEPHENS

OF COUNSEL

IN REPLY REFER TO FILE NO.

Office of the Comptroller
 Local Government Division
 Illinois Office of Comptroller
 555 West Monroe Street, Suite 1400S-A
 Chicago, Illinois 60661

VP-15

**RE: VILLAGE OF VILLA PARK, ILLINOIS
 TAX INCREMENT REDEVELOPMENT PROJECT AREA NO. 4
 ST. CHARLES ROAD TIF DISTRICT**

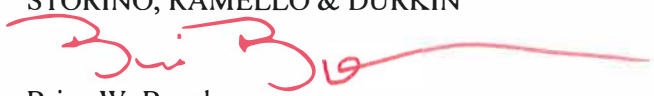
Dear Ladies and Gentlemen:

We do hereby certify that the law firm of Storino, Ramello & Durkin serves as Corporation Counsel for the Village of Villa Park, Illinois. We further state that to the best of our knowledge and belief, during the Fiscal Year ending December 31, 2023, the Village was in compliance with the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4, *et al.* (State Bar Ed. 2022)] for the above TIF district.

In rendering this opinion, we have relied upon representations of the Village with respect to certain material facts solely within the Village's knowledge, including, but not limited to, (i) the use of tax increment funds, and (ii) the timing and contents of all information required to be provided to the Joint Review Board or the State of Illinois under the Act. This opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion. We do not express any opinions other than that which is set forth in this letter. No opinions other than those specifically set forth herein are to be implied, and we specifically disclaim any opinions by inference and implication from those stated herein. We express no opinion concerning, and assume no responsibility for, the effect of any event, action, change of law or other development that may occur subsequent to the date of this correspondence.

This opinion is rendered solely for your information and no other parties shall be entitled to rely on any matters set forth herein without the express written consent of the undersigned.

STORINO, RAMELLO & DURKIN


 Brian W. Baugh

BWB/njg

Attachment D

The Village approved a Letter of Intent December 6, 2021 with Catalyst Partners and Marquette Companies to develop the Village owned property at 100-11- S Villa Avenue. The developers proposed a \$80 million, mixed-use project consisting of 224 market rate apartments on a 2-story parking deck that includes 8,000 square feet of retail space.

**Joint Review Board
2022 Annual Meeting
TIF #4, St. Charles Road, Redevelopment Project Area
Minutes from October 9, 2024**

Call Meeting to Order: Meeting for review of fiscal year 2022 was called to order by Director, Marc McLaughlin at 10:16 a.m. and roll call was taken.

Roll Call: Present were the following representatives:

Attorney Brian Baugh, Village of Villa Park
Chuck Howard, Finance Director Villa Park
Ryan Domeracki, High School District 88
Jeff Eagan, School District 45
Sandy Hill, Villa Park Library
Paul Hoss, DuPage County
and Janelle Manzke, Public Member

No representation for College of DuPage #502, York Township.

Elect or Re-elect Public Member: Motion was made by Paul Hoss to elect Janelle Manzke for Public Member and seconded by Jeff Eagan. Passed with all ayes.

Elect or Re-elect Chairperson: Motion made by Paul Hoss for Marc McLaughlin to act as Chairperson, seconded by Jeff Eagan. Passed with all ayes.

Public Comment: None.

Status of TIF Fiscal Year 2021: The St. Charles Road TIF was created in 2009. The beginning fund balance was \$11,713. The ending fund balance was \$(88,579). Total expenditures were: \$141,331.

Discussion: This TIF will be closed as the creation of TIF 7 will incorporate this area. The new TIF will have a life span of 23 years. Reporting for TIF 7 will begin next year.

Adjournment: At the conclusion of all TIF agendas, the motion to adjourn the meeting was made by Paul Hoss and seconded by Jeff Eagan. The motion passed with all ayes. The meeting adjourned at 10:18 a.m.

Respectively submitted by,
Pat Boksha

VILLAGE OF VILLA PARK, ILLINOIS
TAX INCREMENT FINANCING DISTRICTS

Statement of Revenues, Expenditures and Changes in Fund Balance
For the Fiscal Year Ended December 31, 2023

	Tax Increment Financing #3	Tax Increment Financing #4	Tax Increment Financing #5	Tax Increment Financing #6
Revenues				
Taxes				
Property Taxes	\$ 900,324	36,770	302,406	70,029
Investment Income	—	—	10,144	33,219
Total Revenues	900,324	36,770	312,550	103,248
Expenditures				
General Government				
Contractual Services	13,409	61,278	165,701	12,548
Capital Outlay	—	52,000	8,401	—
Total Expenditures	13,409	113,278	174,102	12,548
Net Change in Fund Balance	886,915	(76,508)	138,448	90,700
Fund Balances - Beginning	2,518,136	(96,369)	159,201	519,584
Fund Balances - Ending	3,405,051	(172,877)	297,649	610,284



INDEPENDENT AUDITOR'S REPORT
ON SUPPLEMENTAL INFORMATION

December 26, 2024

The Honorable Village President
Members of the Board of Trustees
Village of Villa Park, Illinois

We have audited the basic financial statements of the Village of Villa Park, Illinois, for the year ended December 31, 2023, and have issued our report thereon dated December 26, 2024, which expressed an unmodified opinion on those financial statements. The financial statements are the responsibility of the Village of Villa Park, Illinois' management. Our responsibility is to express opinions on the basic financial statements based on our audit.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements of the Village of Villa Park, Illinois. The Balance Sheet and Schedule of Revenues, Expenditures and Changes in Fund Balance for Tax Increment Financing Funds (TIF) #3, #4, #5, and #6 is presented for purposes of additional analysis and are not a required part of the basic financial statements. This information is the responsibility of management and derives from and relates directly to the underlying and other records used to prepare the basic financial statements. That information has been subjected to the auditing procedures applied to the audit of the basic financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements, or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

The Seal of the State of Illinois is a circular emblem. It features an eagle with wings spread, perched on a rock. The eagle's chest is covered by a shield with a blue field containing white stars and a red field containing a white anchor. The eagle is surrounded by a wreath. The words "SEAL OF THE STATE OF ILLINOIS" are inscribed around the top inner edge of the seal, and "AUG. 26TH 1818" is inscribed around the bottom inner edge.

SECTION 2 [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

FY 2023

Name of Redevelopment Project Area:

TIF 5 - Kenilworth

Primary Use of Redevelopment Project Area*:	
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.	
If "Combination/Mixed" List Component Types:	
Under which section of the Illinois Municipal Code was the Redevelopment Project Area designated? (check one): Tax Increment Allocation Redevelopment Act X Industrial Jobs Recovery Law	

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (labeled Attachment A). For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment A).	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification (labeled Attachment B).		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion (labeled Attachment C).		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement (labeled Attachment D).		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) (labeled Attachment E).	X	
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information (labeled Attachment F).	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report (labeled Attachment H).		X
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J).	X	
An analysis prepared by a financial advisor or underwriter, chosen by the municipality , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; and actual debt service . [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (labeled Attachment J).	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose audited financial statements of the special tax allocation fund (labeled Attachment K).		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L).		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose the list only, not actual agreements (labeled Attachment M).	X	
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).	X	

SECTION 3.1 [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]

FY 2023

Name of Redevelopment Project Area:

TIF 5 - Kenilworth

Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 159,201

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 302,406	\$ 1,092,875	99%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 10,144	\$ 12,849	1%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources	\$ -	\$ 500	0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

All Amount Deposited in Special Tax Allocation Fund \$ 312,550

Cumulative Total Revenues/Cash Receipts \$ 1,106,224 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 174,102

Transfers to Municipal Sources

Distribution of Surplus

Total Expenditures/Disbursements \$ 174,102

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ 138,448

Previous Year Adjustment (Explain Below)

FUND BALANCE, END OF REPORTING PERIOD* \$ 297,649

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

Previous Year Explanation:

SECTION 3.2 A [65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c)]

FY 2023

Name of Redevelopment Project Area:

TIF 5 - Kenilworth

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

PAGE 1

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
Kenilworth Townhome RDA payment	52,029	
Kenilworth Townhome RDA payment	68,918	
Civil Tech - Engineering	24,706	
STORINO RAMELLO & DURKIN - Legal	49	
		\$ 145,701
2. Annual administrative cost.		
		\$ -
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
		\$ -
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
John Paul Demirdjian - 212 S Villa Ave	20,000	
		\$ 20,000
6. Costs of the construction of public works or improvements.		
NuToys Leisure Products - Streetscape	4,964	
Angela Rojek - Streetscape	897	
Midland Plumbing - Irrigation	2,200	
Ace Hardware - Streetscape	340	
		\$ 8,401

SECTION 3.2 A
PAGE 2

7. Costs of eliminating or removing contaminants and other impediments.		
		\$ -
8. Cost of job training and retraining projects.		
		\$ -
9. Financing costs.		
		\$ -
10. Capital costs.		
		\$ -
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
		\$ -
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
		\$ -

SECTION 3.2 A
PAGE 3

13. Relocation costs.		
		\$ -
14. Payments in lieu of taxes.		
		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		\$ -
17. Cost of day care services.		
		\$ -
18. Other.		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 174,102

Section 3.2 B [Information in the following section is not required by law, but may be helpful in creating fiscal transparency.]

FY 2023

Name of Redevelopment Project Area:

TIF 5 - Kenilworth

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

[illegible]

SECTION 3.3 [65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d)]

FY 2023

Name of Redevelopment Project Area:

TIF 5 - Kenilworth

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source

FUND BALANCE BY SOURCE	\$ 297,649
-------------------------------	--

1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
Total Amount Designated for Obligations	\$ -	\$ -

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
Kenilworth Townhomes		\$ 520,000
Total Amount Designated for Project Costs		\$ 520,000

TOTAL AMOUNT DESIGNATED	\$ 520,000
--------------------------------	--

SURPLUS/(DEFICIT)	\$ (222,351)
--------------------------	--

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2023

Name of Redevelopment Project Area:

TIF 5 - Kenilworth

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

X	Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.
---	--

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 [20 ILCS 620/4.7 (7)(F)]

FY 2023

Name of Redevelopment Project Area:

TIF 5 - Kenilworth

PAGE 1

Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.

Select ONE of the following by indicating an 'X':

1. <u>NO</u> projects were undertaken by the Municipality Within the Redevelopment Project Area.	
2. The municipality <u>DID</u> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	X
2a. The total number of <u>ALL</u> activities undertaken in furtherance of the objectives of the redevelopment plan:	16
2b. The total number of NEW projects undertaken by the municipality in fiscal year 2022 and any fiscal year thereafter, within the Redevelopment Project area, if any.	0

LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 4,700,000	\$ -	\$ -
Public Investment Undertaken	\$ 2,152,820	\$ -	\$ -
Ratio of Private/Public Investment	2 13/71		0

Project 1 Name: Cortesi Veteran's Memorial Park Renovation

Private Investment Undertaken (See Instructions)	\$ -		
Public Investment Undertaken	\$ 242,300		
Ratio of Private/Public Investment	0		0

Project 2 Name: Street Improvements

Private Investment Undertaken (See Instructions)	\$ -		
Public Investment Undertaken	\$ 452,885		
Ratio of Private/Public Investment	0		0

Project 3 Name: Depot Renovation

Private Investment Undertaken (See Instructions)	\$ -		
Public Investment Undertaken	\$ 139,670		
Ratio of Private/Public Investment	0		0

Project 4 Name: Façade Assistance Program

Private Investment Undertaken (See Instructions)	\$ -		
Public Investment Undertaken	\$ 99,001		
Ratio of Private/Public Investment	0		0

Project 5 Name: Streetscaping

Private Investment Undertaken (See Instructions)	\$ -		
Public Investment Undertaken	\$ 7,165		
Ratio of Private/Public Investment	0		0

Project 6 Name: Astor/Myrtle Stormsewer Separation

Private Investment Undertaken (See Instructions)	\$ -		
Public Investment Undertaken	\$ 53,000		
Ratio of Private/Public Investment	0		0

PAGE 2 **ATTACH ONLY IF PROJECTS ARE LISTED**

Project 7 Name: Building Improvements

Private Investment Undertaken (See Instructions)	\$	-		
Public Investment Undertaken	\$	48,403		
Ratio of Private/Public Investment		0		0

Project 8 Name: Parking Improvements

Private Investment Undertaken (See Instructions)	\$	-		
Public Investment Undertaken	\$	93,791		
Ratio of Private/Public Investment		0		0

Project 9 Name: Great Western Trail

Private Investment Undertaken (See Instructions)	\$	-		
Public Investment Undertaken	\$	40,679		
Ratio of Private/Public Investment		0		0

Project 10 Name: Museum Improvements

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken	\$	2,312		
Ratio of Private/Public Investment		0		0

Project 11 Name: Big Time (shelter construction)

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken	\$	18,093		
Ratio of Private/Public Investment		0		0

Project 12 Name: More Brewing Façade Assistance

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken	\$	15,550		
Ratio of Private/Public Investment		0		0

Project 13 Name: Meagrah Façade Assistance

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken	\$	15,550		
Ratio of Private/Public Investment		0		0

Project 14 Name: Kiosks & Wayfinding

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken	\$	4,404		
Ratio of Private/Public Investment		0		0

Project 15 Name: Geotechnical and Feasibility Studies

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken	\$	20,017		
Ratio of Private/Public Investment		0		0

PAGE 3 **ATTACH ONLY IF PROJECTS ARE LISTED**

Project 16 Name: Kenilworth Townhomes Project

Private Investment Undertaken (See Instructions)	\$	4,700,000		
Public Investment Undertaken	\$	900,000		
Ratio of Private/Public Investment		5 2/9		0

Project 17 Name:

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

Project 18 Name:

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

Project 19 Name:

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

Project 20 Name:

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

Project 21 Name:

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

Project 22 Name:

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

Project 23 Name:

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

Project 24 Name:

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

Project 25 Name:

Private Investment Undertaken (See Instructions)				
Public Investment Undertaken				
Ratio of Private/Public Investment		0		0

SECTION 6 [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.

SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))

FY 2023

Name of Redevelopment Project Area:

TIF 5 - Kenilworth

SECTION 6.1-For redevelopment projects beginning before FY 2022, complete the following information about job creation and retention.

Number of Jobs Retained	Number of Jobs Created	Job Description and Type (Temporary or Permanent)	Total Salaries Paid
			\$ -

SECTION 6.2-For redevelopment projects beginning in or after FY 2022, complete the following information about projected job creation and actual job creation.

Project Name	The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement.		The number of jobs, if any, created as a result of the development to date, for the reporting period, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement.	
	Temporary	Permanent	Temporary	Permanent

SECTION 6.3-For redevelopment projects beginning in or after FY 2022, complete the following information about increment projected to be created and actual increment created.

Project Name	The amount of increment projected to be created at the time of approval of the redevelopment agreement.	The amount of increment created as a result of the development to date, for the reporting period, using the same assumptions as was used for the projections used at the time of the approval of the redevelopment agreement.

SECTION 6.4-For redevelopment projects beginning in or after FY 2022, provide the stated rate of return identified by the developer to the municipality and verified by an independent third party, IF ANY:

Project Name	Stated Rate of Return

SECTION 7 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2023

Name of Redevelopment Project Area:

TIF 5 - Kenilworth

Provide a general description of the redevelopment project area using only major boundaries.

Cortesi Ave and Kenilworth Ave

Optional Documents	Enclosed
Legal description of redevelopment project area	
Map of District	

SECTION 8 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2023

Name of Redevelopment Project Area:

TIF 5 - Kenilworth

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area.

Year of Designation	Base EAV	Reporting Fiscal Year EAV
2014	\$ 4,653,680	8,854,040

List all overlapping tax districts in the redevelopment project area.
If overlapping taxing district received a surplus, list the surplus.

☐ Indicate an 'X' if the overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -



Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181

Nick Cuzzone, Village President

Hosanna Korynecky, Village Clerk

Matt Harline, Village Manager

VILLAGE OF VILLA PARK, ILLINOIS

Unit Code 022/100/32

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Nick Cuzzone, the President of the Village of Villa Park, DuPage County, Illinois, certify that the Village has complied with all of the requirements of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., during the calendar year ending December 31, 2023, in connection with the administration of the Kenilworth (TIF 5) Tax Increment Redevelopment Project Area.

Nick Cuzzone, Village President

LAW OFFICES

STORINO, RAMELLO & DURKIN

9501 TECHNOLOGY BOULEVARD, SUITE 4200
ROSEMONT, ILLINOIS 60018

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ANDREW Y. ACKER
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April 17, 2025

JOSEPH G. KUSPER
BRYAN J. BERRY
ANN M. WILLIAMS
RICHARD F. PELLEGRINO
DONALD J. STORINO II
BRIAN R. KUSPER
MARK R. STEPHENS

OF COUNSEL

IN REPLY REFER TO FILE NO.

Office of the Comptroller
Local Government Division
Illinois Office of Comptroller
555 West Monroe Street, Suite 1400S-A
Chicago, Illinois 60661

VP-16

**RE: VILLAGE OF VILLA PARK, ILLINOIS
TAX INCREMENT REDEVELOPMENT PROJECT AREA NO. 5
KENILWORTH TIF DISTRICT**

Dear Ladies and Gentlemen:

We do hereby certify that the law firm of Storino, Ramello & Durkin serves as Corporation Counsel for the Village of Villa Park, Illinois. We further state that to the best of our knowledge and belief, during the Fiscal Year ending December 31, 2023, the Village was in compliance with the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4, *et al.* (State Bar Ed. 2022)] for the above TIF district.

In rendering this opinion, we have relied upon representations of the Village with respect to certain material facts solely within the Village's knowledge, including, but not limited to, (i) the use of tax increment funds, and (ii) the timing and contents of all information required to be provided to the Joint Review Board or the State of Illinois under the Act. This opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion. We do not express any opinions other than that which is set forth in this letter. No opinions other than those specifically set forth herein are to be implied, and we specifically disclaim any opinions by inference and implication from those stated herein. We express no opinion concerning, and assume no responsibility for, the effect of any event, action, change of law or other development that may occur subsequent to the date of this correspondence.

This opinion is rendered solely for your information and no other parties shall be entitled to rely on any matters set forth herein without the express written consent of the undersigned.

STORINO, RAMELLO & DURKIN



Brian W. Baugh

BWB/njg

#1274383v1

Attachment D

Preliminary engineering for the Rec Center was initiated.

Environmental clean-up was performed in the District.

**Joint Review Board
2022 Annual Meeting
TIF #5, Kenilworth, Redevelopment Project Area
Minutes from October 9, 2024**

Call Meeting to Order: Meeting for review of fiscal year 2022 was called to order by Director, Marc McLaughlin at 10:07 a.m. and roll call was taken.

Roll Call: Present were the following representatives:

Attorney Brian Baugh, Village of Villa Park
Chuck Howard, Finance Director Villa Park
Ryan Domeracki, High School District 88
Jeff Eagan, School District 45
Sandy Hill, Villa Park Library
Paul Hoss, DuPage County
and Janelle Manzke, Public Member

No representation for College of DuPage #502, York Township.

Elect or Re-elect Public Member: Motion was made by Paul Hoss to elect Janelle Manzke for Public Member and seconded by Jeff Eagan. Passed with all ayes.

Elect or Re-elect Chairperson: Motion made by Pal Hoss for Marc McLaughlin to act as Chairperson, seconded by Jeff Egan. Passed with all ayes.

Public Comment: None.

Status of TIF Fiscal Year 2022: The Kenilworth TIF was created in 2014. The beginning fund balance was \$18,431 with the ending fund balance at \$159,201. Total expenditures were \$86,794. The Kenilworth Townhomes RDA payment is the main expense.

Discussion: None.

Adjournment: At the conclusion of all TIF agendas, the motion to adjourn the meeting was made by Paul Hoss and seconded by Jeff Eagan. The motion passed with all ayes. The meeting adjourned at 10:09 a.m.

Respectively submitted by,

Pat Boksha

VILLAGE OF VILLA PARK, ILLINOIS
TAX INCREMENT FINANCING DISTRICTS

Statement of Revenues, Expenditures and Changes in Fund Balance
For the Fiscal Year Ended December 31, 2023

	Tax Increment Financing #3	Tax Increment Financing #4	Tax Increment Financing #5	Tax Increment Financing #6
Revenues				
Taxes				
Property Taxes	\$ 900,324	36,770	302,406	70,029
Investment Income	—	—	10,144	33,219
Total Revenues	900,324	36,770	312,550	103,248
Expenditures				
General Government				
Contractual Services	13,409	61,278	165,701	12,548
Capital Outlay	—	52,000	8,401	—
Total Expenditures	13,409	113,278	174,102	12,548
Net Change in Fund Balance	886,915	(76,508)	138,448	90,700
Fund Balances - Beginning	2,518,136	(96,369)	159,201	519,584
Fund Balances - Ending	3,405,051	(172,877)	297,649	610,284



INDEPENDENT AUDITOR'S REPORT
ON SUPPLEMENTAL INFORMATION

December 26, 2024

The Honorable Village President
Members of the Board of Trustees
Village of Villa Park, Illinois

We have audited the basic financial statements of the Village of Villa Park, Illinois, for the year ended December 31, 2023, and have issued our report thereon dated December 26, 2024, which expressed an unmodified opinion on those financial statements. The financial statements are the responsibility of the Village of Villa Park, Illinois' management. Our responsibility is to express opinions on the basic financial statements based on our audit.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements of the Village of Villa Park, Illinois. The Balance Sheet and Schedule of Revenues, Expenditures and Changes in Fund Balance for Tax Increment Financing Funds (TIF) #3, #4, #5, and #6 is presented for purposes of additional analysis and are not a required part of the basic financial statements. This information is the responsibility of management and derives from and relates directly to the underlying and other records used to prepare the basic financial statements. That information has been subjected to the auditing procedures applied to the audit of the basic financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements, or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

The Seal of the State of Illinois is a circular emblem. It features an eagle with wings spread, perched on a shield with vertical stripes. The eagle is holding a banner in its beak that reads "STATE SOVEREIGN, NATIONAL UNION". The shield is positioned over a landscape with a rising sun and a sheaf of wheat. The words "JANUARY 1818" are inscribed on a banner at the base of the shield. The outer ring of the seal contains the text "SEAL OF THE STATE OF ILLINOIS" at the top and "AUG 26TH 1818" at the bottom, separated by two stars.

SECTION 2 [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

FY 2023

Name of Redevelopment Project Area:

TIF 6 - North Ardmore-Vermont

Primary Use of Redevelopment Project Area*:	
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.	
If "Combination/Mixed" List Component Types:	
Under which section of the Illinois Municipal Code was the Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act	☒
Industrial Jobs Recovery Law	☐

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (labeled Attachment A). For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment A).	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification (labeled Attachment B).		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion (labeled Attachment C).		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement (labeled Attachment D).		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) (labeled Attachment E).		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information (labeled Attachment F).	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report (labeled Attachment H).		X
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J).		X
An analysis prepared by a financial advisor or underwriter, chosen by the municipality , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; and actual debt service . [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (labeled Attachment J).		X
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose audited financial statements of the special tax allocation fund (labeled Attachment K).		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L).		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose the list only, not actual agreements (labeled Attachment M).		X
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).	X	

SECTION 3.1 [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]

FY 2023

Name of Redevelopment Project Area:

TIF 6 - North Ardmore-Vermont

Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 519,584

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 70,029	\$ 460,016	91%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 33,219	\$ 44,838	9%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

All Amount Deposited in Special Tax Allocation Fund \$ 103,248

Cumulative Total Revenues/Cash Receipts \$ 504,854 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 12,549

Transfers to Municipal Sources

Distribution of Surplus

Total Expenditures/Disbursements \$ 12,549

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ 90,699

Previous Year Adjustment (Explain Below)

FUND BALANCE, END OF REPORTING PERIOD* \$ 610,283

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

Previous Year Explanation:

SECTION 3.2 A [65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c)]

FY 2023

Name of Redevelopment Project Area:

TIF 6 - North Ardmore-Vermont

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

PAGE 1

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
DuPage County Recorder - Recording fee	58	
		\$ 58
2. Annual administrative cost.		
Stornio, Ramello & Durkin - Legal	5,292	
		\$ 5,292
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
		\$ -
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
		\$ -
6. Costs of the construction of public works or improvements.		
Romano Landscape - Streetscape	6,200	
		\$ 6,200

SECTION 3.2 A
PAGE 2

7. Costs of eliminating or removing contaminants and other impediments.		
		\$ -
8. Cost of job training and retraining projects.		
		\$ -
9. Financing costs.		
Amalgamated COI Fees	1,000	
		\$ 1,000
10. Capital costs.		
		\$ -
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
		\$ -
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
		\$ -

SECTION 3.2 A
PAGE 3

13. Relocation costs.		
		\$ -
14. Payments in lieu of taxes.		
		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		\$ -
17. Cost of day care services.		
		\$ -
18. Other.		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 12,549

Section 3.2 B [Information in the following section is not required by law, but may be helpful in creating fiscal transparency.]

FY 2023

Name of Redevelopment Project Area:

TIF 6 - North Ardmore-Vermont

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

[illegible]

FY 2023

TIF 6 - North Ardmore-Vermont

FUND BALANCE BY SOURCE

\$ 610,283

1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
Total Amount Designated for Obligations	\$ -	\$ -

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
Bond Payment		\$ 450,000
Property Acquisition		\$ 250,000
Total Amount Designated for Project Costs		\$ 700,000

TOTAL AMOUNT DESIGNATED

\$ 700,000

SURPLUS/(DEFICIT)

\$ (89,717)

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2023

Name of Redevelopment Project Area:

TIF 6 - North Ardmore-Vermont

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

X	Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.
---	--

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 [20 ILCS 620/4.7 (7)(F)]

FY 2023

Name of Redevelopment Project Area:

TIF 6 - North Ardmore-Vermont

PAGE 1

Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.

Select ONE of the following by indicating an 'X':

1. <u>NO</u> projects were undertaken by the Municipality Within the Redevelopment Project Area.	
2. The municipality <u>DID</u> undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	X
2a. The total number of <u>ALL</u> activities undertaken in furtherance of the objectives of the redevelopment plan:	2
2b. The total number of NEW projects undertaken by the municipality in fiscal year 2022 and any fiscal year thereafter, within the Redevelopment Project area, if any.	0

LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 401,843	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 1 Name: North Ardmore Streetscape

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 300,672		
Ratio of Private/Public Investment	0		0

Project 2 Name: Commuter Lot & Station Repairs

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$ 101,171		
Ratio of Private/Public Investment	0		0

Project 3 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 4 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 5 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

SECTION 6 [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.

SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))

FY 2023

Name of Redevelopment Project Area:

TIF 6 - North Ardmore-Vermont

SECTION 6.1-For redevelopment projects beginning before FY 2022, complete the following information about job creation and retention.

Number of Jobs Retained	Number of Jobs Created	Job Description and Type (Temporary or Permanent)	Total Salaries Paid
			\$ -

SECTION 6.2-For redevelopment projects beginning in or after FY 2022, complete the following information about projected job creation and actual job creation.

Project Name	The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement.		The number of jobs, if any, created as a result of the development to date, for the reporting period, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement.	
	Temporary	Permanent	Temporary	Permanent

SECTION 6.3-For redevelopment projects beginning in or after FY 2022, complete the following information about increment projected to be created and actual increment created.

Project Name	The amount of increment projected to be created at the time of approval of the redevelopment agreement.	The amount of increment created as a result of the development to date, for the reporting period, using the same assumptions as was used for the projections used at the time of the approval of the redevelopment agreement.

SECTION 6.4-For redevelopment projects beginning in or after FY 2022, provide the stated rate of return identified by the developer to the municipality and verified by an independent third party, IF ANY:

Project Name	Stated Rate of Return

SECTION 7 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2023

Name of Redevelopment Project Area:

TIF 6 - North Ardmore-Vermont

Provide a general description of the redevelopment project area using only major boundaries.

Ardmore Ave and Vermont St

Optional Documents	Enclosed
Legal description of redevelopment project area	
Map of District	

SECTION 8 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2023

Name of Redevelopment Project Area:

TIF 6 - North Ardmore-Vermont

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area.

Year of Designation	Base EAV	Reporting Fiscal Year EAV
2014	\$ 1,851,617	3,071,190

List all overlapping tax districts in the redevelopment project area.
If overlapping taxing district received a surplus, list the surplus.

☐ Indicate an 'X' if the overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -



Village of Villa Park

Attachment B

20 South Ardmore Avenue, Villa Park, Illinois 60181

Nick Cuzzone, Village President

Hosanna Korynecky, Village Clerk

Matt Harline, Village Manager

VILLAGE OF VILLA PARK, ILLINOIS

Unit Code 022/100/32

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Nick Cuzzone, the President of the Village of Villa Park, DuPage County, Illinois, certify that the Village has complied with all of the requirements of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., during the calendar year ending December 31, 2023, in connection with the administration of the North Ardmore-Vermont (TIF 6) Tax Increment Redevelopment Project Area.

Nick Cuzzone, Village President

LAW OFFICES

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April 17, 2025

JOSEPH G. KUSPER
BRYAN J. BERRY
ANN M. WILLIAMS
RICHARD F. PELLEGRINO
DONALD J. STORINO II
BRIAN R. KUSPER
MARK R. STEPHENS

OF COUNSEL

IN REPLY REFER TO FILE NO.

Office of the Comptroller
Local Government Division
Illinois Office of Comptroller
555 West Monroe Street, Suite 1400S-A
Chicago, Illinois 60661

VP-12

**RE: VILLAGE OF VILLA PARK, ILLINOIS
TAX INCREMENT REDEVELOPMENT PROJECT AREA NO. 6
NORTH ARDMORE-VERMONT TIF DISTRICT**

Dear Ladies and Gentlemen:

We do hereby certify that the law firm of Storino, Ramello & Durkin serves as Corporation Counsel for the Village of Villa Park, Illinois. We further state that to the best of our knowledge and belief, during the Fiscal Year ending December 31, 2023, the Village was in compliance with the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4, et al. (State Bar Ed. 2022)] for the above TIF district.

In rendering this opinion, we have relied upon representations of the Village with respect to certain material facts solely within the Village's knowledge, including, but not limited to, (i) the use of tax increment funds, and (ii) the timing and contents of all information required to be provided to the Joint Review Board or the State of Illinois under the Act. This opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion. We do not express any opinions other than that which is set forth in this letter. No opinions other than those specifically set forth herein are to be implied, and we specifically disclaim any opinions by inference and implication from those stated herein. We express no opinion concerning, and assume no responsibility for, the effect of any event, action, change of law or other development that may occur subsequent to the date of this correspondence.

This opinion is rendered solely for your information and no other parties shall be entitled to rely on any matters set forth herein without the express written consent of the undersigned.

STORINO, RAMELLO & DURKIN


Brian W. Baugh

BWB/njg

ATTACHMENT D

Hawthorne Development has proposed a \$120 million, transit-oriented development adjacent to the Metra station. Eco Terra will consist of 348 market rate units and a two-story parking deck that will provide 450 parking spaces.

The Village approved intergovernmental agreements March 8, 2021, with School District 45 and School District 88.

The Planned Unit Development was approved June 14, 2021.

The redevelopment agreement was approved August 23, 2021, as well as an ordinance providing for the issuance of TIF revenue bonds.

Hawthorne Development closed on the properties September 30, 2021.

Demolition and excavation were scheduled to begin spring 2022.

PUBLISHED IN PAMPHLET FORM THE FOLLOWING:

ORDINANCE 4242

TITLED:

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, AND HAWTHORNE DEVELOPMENT CORPORATION**

**HOSANNA KORYNECKY
VILLAGE CLERK
VILLAGE OF VILLA PARK**

STATE OF ILLINOIS)) ss
COUNTY OF DU PAGE)

I, Hosanna Korynecky, Village Clerk of the Village of Villa Park, Illinois, DO HEREBY CERTIFY that as such Village Clerk and keeper of the records of the Village of Villa Park, that the foregoing is a true and duplicate copy of:

**4242 – AN ORDINANCE APPROVING A DEVELOPMENT
AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK,
DUPAGE COUNTY, ILLINOIS, AND HAWTHORNE
DEVELOPMENT CORPORATION**

Passed on and approved by the President and Board of Trustees of the Village of Villa Park on:

Dated August 23, 2021

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal this 23rd day of August 2021.

Seal




Hosanna Korynecky, Clerk
Village of Villa Park

ORDINANCE NO. 4242

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS AND HAWTHORNE DEVELOPMENT CORPORATION

WHEREAS, the Village of Villa Park, DuPage County, Illinois, an Illinois Municipal Corporation (the "*Village*"), is a non-home rule unit of local government organized under the Constitution of the State of Illinois of 1970 and the laws of this State and as such has authority to promote the health, safety and welfare of the Village and its citizens; authority to encourage private investment in industry, business, and housing in order to enhance the tax base of the Village; authority to ameliorate blight; and, authority to enter into contractual agreements with third persons to achieve these purposes; and,

WHEREAS, the Village has identified certain areas within its municipal boundaries where there is a need for economic assistance in order to address the extraordinary measures which must be undertaken to accomplish redevelopment and induce private investment; and

WHEREAS, pursuant to their powers and in accordance with the requirements of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*"), on September 22, 2014, the President and Board of Trustees of the Village (collectively, the "*Corporate Authorities*") adopted Ordinance Nos. 3826, 3827, and 3828, which approved a redevelopment plan and project (the "*Redevelopment Plan*") for the North Ardmore/Vermont Redevelopment Project Area (the "*Redevelopment Project Area*"), and adopted tax increment allocation financing for the Redevelopment Project Area; and

WHEREAS, pursuant to the TIF Act, the Corporate Authorities are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "conservation area" as defined in Section 11.74.4-3 of the TIF Act; and,

WHEREAS, the Village has been informed by Hawthorne Development Corporation, an Illinois corporation (the "*Developer*"), that the Developer will acquire 2.91 acres located within the Redevelopment Project Area which is bordered by Vermont to the north, Beverly to the east, Ardmore to the west, and Terrace Street to the south, approximately 150 north feet of the Union Pacific railroad tracks (the "*Subject Property*"); and,

WHEREAS, the Developer proposes to develop a mixed use complex on the Subject Property with approximately 348 dwelling units, 8,653 square feet of commercial space, 440 parking spaces, a swimming pool, sundeck and other amenities to be known as Garden Station Development (the "*Project*"), which shall

Ordinance No. 4242

result in an investment by the Developer of not less than \$119,000,000; and,

WHEREAS, the Village is authorized under the TIF Act to enter into development agreements with developers and reimburse them for redevelopment project costs as set forth in a development agreement; and,

WHEREAS, the Corporate Authorities have determined that the Project, when completed, shall eliminate the factors which qualified the Subject Property to be included in the Redevelopment Project Area as a "conservation area", and in order to induce the Developer to undertake the Project at the Subject Property, it is in the best interests of the Village, and the health, safety, morals, and welfare of the residents of the Village, for the Village to reimburse the Developer for certain eligible Redevelopment Project Costs in accordance with the terms and conditions set forth in the attached Development Agreement by and between the Village and the Developer.

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

Section 1. That the preambles of this Ordinance are hereby incorporated into this Section as if set out herein in full.

Section 2. That the Development Agreement by and between the Village of Villa Park, DuPage County, Illinois and Hawthorne Development Corporation, an Illinois Corporation, attached hereto and made a part hereof, is hereby approved and the Village President and Village Clerk are hereby authorized to execute and deliver said Agreement on behalf of the Village.

Section 3. That the Village President and Village Manager are hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

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

PASSED this 23rd day of August, 2021, pursuant to a roll call vote as follows:

AYES:	6
NAYS:	1
ABSENT:	0

APPROVED by me, as Village President of the Village of Villa Park, DuPage County, Illinois, this 23rd day of August, 2021.

Ordinance No. 4242

Nick Cypore
Village President

Attest:
Loraine K. Gysbecky
Village Clerk



E.S

**DEVELOPMENT AGREEMENT BY AND BETWEEN THE
VILLAGE OF VILLA PARK AND HAWTHORNE DEVELOPMENT CORPORATION**

THIS REDEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 23rd day of August, 2021 ("Effective Date") by and between the Village of Villa Park, DuPage County, Illinois, an Illinois municipal corporation ("Village"), and Hawthorne Development Corporation, an Illinois corporation (the "Developer").

In consideration of the mutual covenants and agreements set forth in this Agreement, the Village and Developer hereby agree as follows:

ARTICLE 1: RECITALS

1.1 The Village is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State of Illinois.

1.2 The Village is engaged in the revitalization and development of certain properties zoned for a mixed-use transit oriented development (MX-1), comprising a total of 2.91 acres, bordered by Vermont to the north, Beverly to the east, Ardmore to the west and Terrace Street to the south, approximately 150 feet north of the Union Pacific railroad tracks, legally described on *Exhibit A* attached hereto (the "Development Site") and includes the property owned by the Village legally described on *Exhibit B* (the "Village Parcel").

1.3 The Village has the authority pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase job opportunities, and to enter into contractual agreements with third parties for the purpose of achieving these goals.

1.4 Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "TIF Act"), the President and Board of Trustees of the Village (collectively, the "Corporate Authorities") are empowered to undertake the development or the redevelopment of a designated area within its municipal boundaries in which existing conditions permit such area to be classified as a "blighted area" or a "conservation area" as such terms are defined in the TIF Act.

1.5 To stimulate and induce development and redevelopment pursuant to the TIF Act, the Village, after giving all required notices, conducting a public hearing and making all findings required by law, on the 22nd day of September, 2014, pursuant to Ordinance Nos. 3826, 3827 and 3828, approved a Redevelopment Plan & Project (the "Redevelopment Plan") for an area designated as the North Ardmore/Vermont Redevelopment Project Area (the "Project Area") which Project Area includes the Development Site and the Village Parcel, and adopted tax increment financing for the payment and financing of "Redevelopment Project Costs", as defined by the TIF Act, incurred within the Project Area as authorized by the TIF Act.

1.6 The Developer on May 19, 2020, submitted a proposal to the Village to acquire and redevelop the Development Site and the Village Parcel as a mixed-use market rate residential project, to include approximately:

- (a) 348 residential units;
 - (b) 8,653 square feet of commercial space;
 - (c) 440 parking spaces; and,
 - (d) Amenities, including but not limited to a swimming pool on a sundeck, resident lounge, business center, conference room, fitness center and pet spa.
- All of the foregoing being the components of the development collectively, "*Components of the Development*").

1.7 The Developer has submitted a concept plan for the redevelopment of the Development Site and the Village Parcel with renderings of the Components of the Development, a copy of which is attached hereto as *Exhibit C*, and is prepared to proceed to demolish all structures currently located on the Development Site and the Village Parcel; construct all required infrastructure and site improvements including utilities, sidewalks and landscaping; and, construct all of the Components of the Development (collectively, the "*Project*") resulting in an investment of approximately \$ 119,000,000 in the Project Area.

1.8 The Developer advised the Village that its ability to undertake the Project is contingent upon financial assistance and requested the Village to consider the use of "Incremental Taxes", as hereinafter defined, to be generated by the Development Site and the Village Parcel to reimburse the Developer for certain costs in connection with the Project, as hereinafter provided.

1.9 The Village believes the redevelopment of the Development Site and the Village Parcel, as the Developer has proposed, would enhance the transit oriented district of the Village and therefore desires to have the Development Site and the Village Parcel redeveloped by the Developer which the Village believes would have a synergistic effect upon the local businesses; increase the tax base for the Village and taxing districts authorized to levy taxes upon the Development Site and the Village Parcel; and, provide job opportunities for its citizens and therefore is prepared to reimburse the Developer for certain eligible "redevelopment project costs", as hereinafter defined, through the issuance of revenue bonds secured solely by seventy percent (70%) of the Incremental Taxes generated from the Development Site and the Village Parcel and not secured by the full-faith and credit of the Village (the "*Bonds*") as provided in Section 3.5 hereof; and, to the extent not required to pay debt service on the Bonds, for reimbursement of eligible redevelopment project costs to the Developer ("*Pledged Revenues*").

1.10 For purposes of this Agreement, "Incremental Taxes" shall mean the amount of ad valorem taxes attributable to the increase in the equalized assessed value of the Development Site and the Village Parcel over the initial equalized assessed value of the Development Site and the Village Parcel as established by the DuPage County Assessor as of the designation of the Project Area.

1.11 For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs and expenses as defined as "redevelopment project costs" in Section 11-74.4.3(q) of the TIF Act.

ARTICLE 2: DEVELOPER'S OBLIGATION

2.1 The Developer covenants and agrees to acquire fee simple title of the Development Site and the Village Parcel from the current owners, on the date on which the Bonds are issued (the "Bond Closing Date") but no later than September 30, 2021, and provide the Village with proof of financing in an amount required to pay the total cost of the Project.

2.2 It is understood and agreed that the Village is prepared to convey the Village Parcel (a portion of which is currently used to provide 55 parking spaces and light accessible spaces for commuters of Metra upon proof of the acquisition by the Developer of the properties commonly known as 403-405 North Beverly and 407-409 North Beverly, and legally described on *Exhibit D* (the "*Parking Area*"); receipt by the Village of a performance bond for the purposes as hereinafter provided; proof of acquisition of the Development Site; and, proof of financing for the Project as provided in Section 2.1. For and in consideration of the conveyance of the Village Parcel, the Developer covenants and agrees to the following:

- (a) To submit to the Village; an application for demolition of all structures currently on the Parking Area on or before the Bond Closing Date ; and,
- (b) To provide the Village with a performance bond guaranteeing that the Developer shall complete the construction of improvements to the Parking Area, as provided in Section 2.4 including permeable pavers, eight (8) foot privacy fence, parking lot storm inlets, landscaping, and, lighting as depicted on *Exhibit F* and striping of no less than 53 parking spaces, not including accessible spaces, in accordance with the requirements of Village Code; and convey title to the Parking Area to the Village with all required improvements as provided in Section 2.4 on or before March 1, 2022

2.3 The Developer shall have received all required permits to commence construction of the Project on or before December 31, 2021, and shall have commenced construction of the Project on or before March 31, 2022.

2.4 The Developer shall have completed the demolition of all structures on the Parking Area in accordance with all applicable ordinances and, thereafter, constructed a parking lot, in substantial compliance with the plans prepared by Jones & Jones dated May 6, 2021, in addition to the components in Section 2.2, and submitted to the Village, with no less than 61 parking spaces, including spaces along the Beverly right-of-way, resulting in 53 net new spaces, after changes are made to the existing Metra lot to the south, not including accessible spaces, as shown on Exhibit F, on or before March 1, 2022, the Village hereby authorizes the Developer to modify the lot to the south of the Parking Area, as shown on Exhibit F. The Developer shall, upon completion of construction of the Parking Area as a parking lot for commuters, convey the Parking Area to the Village in exchange for the conveyance of the Village Parcel to the Developer as hereinafter provided.

2.5 The Developer covenants and agrees to complete construction of the Project substantially in accordance with Exhibit C which is anticipated to occur on or before December 31, 2023, but in no event later than 3 years from the Bond Closing Date, and shall have received certificates of occupancy by such date for all Components of the Development, to the extent required by applicable law.

ARTICLE 3: VILLAGE OBLIGATIONS

3.1 The Village shall convey the Village Parcel to the Developer upon proof that the Developer has secured all financing to complete the Project and components of the Project pursuant to Section 2.1, on or before the Bond Closing Date and the establishment of an escrow

into which proceeds from the Bonds will be deposited and used for the purchase of the Development Site.

3.2 The Village also agrees:

- (a) To deliver the February 7, 2000, letter from the Illinois Environmental Protection Agency specifying no further remediation is required on the western portion of the Village Parcel;
- (b) To provide title insurance for the Village Parcel at the sole cost of the Developer, insuring title in the name of the Developer; and,
- (c) To provide a right of entry and easement to the Developer to re-stripe parking spaces on the Metra parking lot to replace accessible parking spaces.

3.3 Commencing on the Bond Closing Date, the Village shall annually apply seventy percent (70%) of the Incremental Taxes generated by the Development Site and the Village Parcel for payment of debt service on the Bonds, and to the extent any funds from the seventy percent (70%) after payment of the debt service, to the Developer as reimbursement of eligible Redevelopment Project Costs.

3.4 The Village acknowledges that the Developer has requested the Village to issue the Bonds payable solely from Incremental Taxes, a debt service reserve fund, and other amounts on deposit in certain funds and accounts created by and as described in a Trust Indenture pursuant to which the Bonds are to be issued (the "Indenture") the proceeds of which shall be used to finance Redevelopment Project Costs. The Village agrees to use commercially reasonable effort to issue the Bonds, the interest on which will be federally tax exempt and shall be at an annual rate necessary to allow for their sale in the marketplace. The issuance of the Bonds shall be subject to the following conditions:

- (a) The principal amount of the Bonds shall be determined by a bond underwriter approved by the Village and payable solely from seventy percent (70%) of the Incremental Taxes generated by the Development Site and the Village Parcel, the proceeds of which shall fund a debt service reserve fund not to exceed 10% of the par amount of the Bonds, and other funds and accounts as described in the Indenture, it being understood that the Bonds shall not, in any way, obligate the full-faith and credit of the Village or other funds of the Village;
- (b) The term of the Bonds shall not exceed the term of the Redevelopment Plan and the expiration of the Project Area which is December 31, 2038;
- (c) All costs of issuance of any kind incurred as a result of the issuance of the Bond, shall be paid from Bond proceeds on the date of issuance of the Bonds;
- (d) To the extent the Incremental Taxes generated by the Project are in excess of the amount required to pay the debt service on the Bonds in any calendar year, such excess shall be transferred to a Surplus Fund created under the Indenture and used to reimburse the Developer for Redevelopment Project Costs not funded by Bond proceeds;
- (e) The Developer has delivered or will deliver to the Village proof of Redevelopment Project Costs incurred in connection with the Project including executed closing statements on the acquisition of the Development Site and the Village Parcel, paid invoices, bills or receipts of any kind for such Project Costs which qualify as Redevelopment Project Costs under the TIF Act;

- (f) The Bonds may be issued prior to the issuance of certificates of occupancy but only to the extent all Bond purchasers are fully informed of the status of the Project as described in an offering document describing the Bonds and submitted to the Village; and,
- (g) The Village shall pay the school districts any amounts owed from the 30% share of Incremental Taxes that it retains pursuant to the terms of a certain Intergovernmental Agreement by and between the Village and School District 45 and an Intergovernmental Agreement with School District 88, and no such payments shall be made from the Garden Station Subaccount of the STAF (as defined below) or from amounts pledged to pay debt service on the Bonds under the Indenture.

ARTICLE 4. PROCEDURES TO REIMBURSE THE DEVELOPER

The Village has established a special tax allocation fund solely for the Project Area (the “STAF”) into which the Village shall deposit Incremental Taxes, as hereinafter defined, generated from the Project Area. On January 1 of each year commencing January 1, 2022 [or, if later, that date which is ten (10) days following the date upon which the Village receives Incremental Taxes from the final installment of real estate taxes (the “STAF Allocation Date”)], seventy percent (70%) of the Incremental Taxes with respect to the Development Site and the Village Parcel during the period from the immediately preceding STAF Allocation Date to but not including, the current STAF Allocation Date shall be transferred and deposited into the Garden Station Subaccount of the STAF (which Subaccount was automatically created by the ordinance approving this Agreement) and used to pay debt service owed on the Bonds as provided in the Indenture, and to reimburse the Developer for Project Costs which qualify as Redevelopment Project Costs under the Act. The Incremental Taxes deposited to the Garden Station Subaccount shall be held by a trustee under the Indenture and pledged to payment of debt service owed on the Bonds.

Payments of debt service on the Bonds shall be in accordance with the Indenture. Construction draws for Redevelopment Project Costs shall be funded from the proceeds of the Bonds in accordance with a Disbursement Request in the form set forth in the Indenture. Reimbursements to the Developer after payment of debt service, as hereinafter provided, shall be pursuant to a Request for Reimbursement in the form attached hereto as *Exhibit E*, but only to the extent the costs itemized therein constitute Redevelopment Project Costs and have not been funded by Bond proceeds and only after amounts have been set aside for the payment of any debt service due on the Bonds in such calendar year. The reimbursements to the Developer, after payment of debt service owed on the Bonds, as provided for herein shall cease upon the termination of this Agreement for any reason.

THE VILLAGE’S OBLIGATION TO PAY DEBT SERVICE ON THE BONDS AND TO REIMBURSE THE DEVELOPER FOR REDEVELOPMENT PROJECT COSTS UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM SEVENTY PERCENT (70%) OF THE INCREMENTAL TAXES DEPOSITED IN THE GARDEN STATION SUBACCOUNT OF THE STAF FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE.

ARTICLE 5. REPRESENTATIONS, WARRANTIES, AND COVENANTS

5.1 To induce the Village to enter into this Agreement, the Developer represents, covenants, warrants, and agrees that:

- (a) All representations and agreements made in Article 1 are true, complete, and accurate in all respects.
- (b) The Project shall be maintained in accordance with all applicable Village codes and other laws.
- (c) All fees, fines, utility bills and taxes due to the Village, State of Illinois, federal government and all taxing districts having the Development Site and the Village Parcel within their respective jurisdictions, including but not limited to all real estate taxes, shall be paid when due; provided that the Developer shall have the right to contest any such taxes in accordance with applicable law.
- (d) Developer is a duly formed and existing corporation organized under the laws of the State of Illinois and is authorized to do business in Illinois, and has the power to enter into, and by proper action has been duly authorized to execute, deliver, and perform, this Agreement. The Developer will do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence and standing as an entity authorized to do business in the State of Illinois while this Agreement is in full force and effect.
- (e) The execution, delivery, and performance of this Agreement by the Developer, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of any of the terms, conditions, or provisions of any offering or disclosure statement made, or to be made, on behalf of Developer, or any restriction, organizational document, or any material agreement, or instrument to which the Developer, is now a party or by which the Developer, is bound, or constitute a default under any of the foregoing.
- (f) There are no actions at law or similar proceedings either pending or, to the best of Developer's knowledge, threatened against the Developer that would materially or adversely affect:
 - (i) The Developer's financial condition;
 - (ii) The level or condition of the Developer's assets as of the date of this Agreement; or
 - (iii) The Developer's ability to perform its obligations hereunder.

5.2 To induce the Developer to enter into this Agreement and to undertake the performance of its obligations under this Agreement, the Village represents, covenants, warrants and agrees as follows:

- (a) All representations and agreements made in Article 1 are true, complete, and accurate in all respects.

- (b) The Village has the power to enter into and perform its obligations under this Agreement and by proper action has duly authorized the Village President and Village Clerk to execute and deliver this Agreement.
- (c) The execution, delivery, and performance of this Agreement by the Village, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of the terms of any order, agreement, or other instrument to which the Village is a party or by which the Village is now bound.
- (d) There are no actions at law or similar proceedings either pending or to the best of the Village's knowledge being threatened against the Village that would materially or adversely affect the ability of the Village to perform its obligations under this Agreement.

ARTICLE 6: ENFORCEMENT AND REMEDIES

6.1 The parties may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance. Notwithstanding the foregoing, the parties hereto agree that they will not seek, and do not have the right to seek, to recover a judgment for monetary damages against the other or any elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

6.2 In the event of a breach of this Agreement, the parties agree that the party alleged to be in breach shall have, unless specifically provided otherwise by any other provision of this Article 6, 30 days after notice of any breach delivered in accordance with Article 9 to correct the same prior to the non-breaching party's pursuit of any remedy provided for in Section 6.4 and 6.7 provided, however, that the 30-day period shall be extended, but only (i) if the alleged breach is not reasonably susceptible to being cured within the 30-day period, and (ii) if the defaulting party has promptly initiated the cure of the breach, and (iii) if the defaulting party diligently and continuously pursues the cure of the breach until its completion. If any party shall fail to perform any of its obligations under this Agreement, and if the party affected by the default shall have given written notice of the default to the defaulting party, and if the defaulting party shall have failed to cure the default as provided in this Section 6.2, then, except as specifically provided otherwise in the following sections of this Article 6 and in addition to any and all other remedies that may be available either in law or equity, a party affected by the default shall have the right (but not the obligation) to take any action as in its discretion and judgment shall be necessary to cure the default. In any event, the defaulting party hereby agrees to pay and reimburse the party affected by the default for all costs and expenses reasonably incurred by it in connection with action taken to cure the default, including reasonable attorney's fees and court costs.

6.3 Events of Default by the Developer. Any of the following events or circumstances shall be an event of default by the Developer with respect to this Agreement:

- (a) If any material representation made by the Developer in this Agreement, or in any certificate, notice, demand to the Village, or request made by the Village in

connection with any of the documents, shall prove to be untrue or incorrect in any material respect as of the date made.

- (b) Default by the Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of the Developer.
- (c) The Developer in the performance or breach of any material covenant, warranty, or obligation contained in this Agreement, including, but not limited to the Developer's failure to maintain the Development Site and the Village Parcel in accordance with applicable laws or pay any tax or fee when due as required by Section 5.1(c), respectively.
- (d) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of the Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 90 consecutive days. There shall be no cure period for this event of default.
- (e) The commencement by the Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by the Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of the Developer or of any substantial part of the Developer's respective property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Developer generally to pay such entity's debts as such debts become due or the taking of action by the Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.
- (f) The determination that the Developer did not, in fact, complete the obligations as set forth in Article 2.

6.4 Remedies for Default by Developer.

- (a) Subject to the provisions of this Agreement, in the case of an event of default by the Developer, the Village may terminate this Agreement, other than the obligation to pay debt service on the TIF Bonds from Available Incremental Taxes which shall survive any default or termination of the other obligations set forth in this Agreement and any and all other obligations hereunder shall be null and void or, pursuant to Section 6.1, may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel specific performance of the Developer's obligations under this Agreement.

- (b) In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Village, then, and in every such case, the Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the Village shall continue as though no such proceedings had been taken.

6.5 Indemnification by the Developer's Agreement to Pay Attorneys' Fees and Expenses. The Developer agrees to indemnify the Village, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, against any and all claims that may be asserted at any time against any of such parties in connection with or as a result of (i) Developer's development, construction, maintenance, or use of the Development Site and Village Parcel; or, (ii) the Developer's default under the provisions of this Agreement. Such indemnification obligation, however, shall not extend to claims asserted against the Village or any of the aforesaid parties in connection with or as a result of (i) the performance of the Village's representations, warranties and covenants under Article 6 of this Agreement; (ii) the Village's default under the provisions of this Agreement; or (iii) the act, omission, negligence or misconduct of the Village or any of the aforesaid parties. If the Developer shall commit an event of default and the Village should employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer, on the Village's demand, shall pay to the Village the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Village.

6.6 Events of Default by Village. Any of the following events or circumstances shall be an event of default by the Village with respect to this Agreement:

- (a) A default of any term, condition, or provision contained in any agreement or document relating to the Project (other than this Agreement), that would materially and adversely impair the ability of the Village to perform its obligations under this Agreement, and the failure to cure such default within the earlier of 30 days after the Developer's written notice to the Village of such default or in a time period reasonably required to cure such default or in accordance with the time period provided therein.
- (b) Failure to comply with any material term, provision, or condition of this Agreement within the time herein specified and failing to cure such noncompliance within 30 days after written notice from the Developer of such failure or in a time period reasonably required to cure such default.
- (c) A representation or warranty of the Village contained herein is not true and correct in any material respect for a period of 30 days after written notice to the Village by the Developer. If such default is incapable of being cured within 30 days, but the Village begins reasonable efforts to cure such default within 30 days, then such default shall not be considered an event of default hereunder for so long as the Village continues to diligently pursue its cure.

6.7 Remedies for Default by Village. Subject to the provisions of this Agreement, in the case of an event of default by the Village, the Developer, pursuant to Section 6.1, may institute

such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including proceedings to compel the Village's specific performance of its obligations under this Agreement; provided, however, no recourse under any obligation contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives in any amount in excess of the specific sum agreed to be paid by the Village hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of specific sums agreed by the Village to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

ARTICLE 7: GENERAL PROVISIONS

7.1 Liability and Indemnity of Village.

- (a) The Developer acknowledges and agrees that (i) the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Development Site and the Village Parcel or the improvements thereon and (ii) the Village's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.
- (b) The Developer shall hold harmless the Village, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may be asserted at any time against any of such parties in connection with (i) the Village's review and approval of any plans or improvements or (ii) the Village's issuance of any approval, permit or certificate. The foregoing provision, however, shall not apply to claims made against the Village as a result of a Village event of default under this Agreement, claims that are made against the Village that relate to one or more of the Village's representations, warranties, or covenants under Article 5 and claims that the Village, either pursuant to the terms of this Agreement or otherwise explicitly has agreed to assume.

7.2 No Implied Waiver of Village Rights. The Village shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except to the extent embodied in a duly authorized and written waiver of the Village, no failure to exercise at any time any right granted herein to the Village shall be construed as a waiver of that or any other right.

7.3 Force Majeure. Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of its obligations under this Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, weather conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, acts of terrorism, war, fuel

shortages, supply chain shortages, accidents, casualties, floods, earthquakes, fires, acts of Gods, epidemics, quarantine restrictions, including restrictions on evictions of tenants, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("*Force Majeure*"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

ARTICLE 8. TERM

Term. Unless otherwise terminated as provided herein, this Agreement shall be in full force and effect upon its execution by the parties and terminate December 31, 2038.

ARTICLE 9. NOTICES

Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below, or (c) by facsimile or email transmission, when transmitted to either the facsimile telephone number or email address set forth below, when actually received.

Notices and communications to Developer shall be addressed to, and delivered at, the following addresses:

with a copy to:

Hawthorne Development Corporation
100 Tower Drive, #238
Burr Ridge, IL 60527
Attn: Ganesan Visvabharathy

Gregory Mizen
Mizen Law
111 East Jefferson Avenue
Naperville, IL 60540

Notices and communications to the Village shall be addressed to and delivered at these addresses:

with a copy to:

Village of Villa Park
20 South Ardmore
Villa Park, IL 60181
Attention: Village Administrator

Kathleen Field Orr
Kathleen Field Orr & Associates
2024 Hickory Road, Suite 205
Homewood, IL 60430

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to such party, but no notice of a change of address or addressee shall be effective until actually received.

ARTICLE 10. IN GENERAL

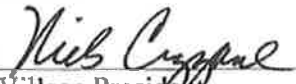
10.1 Amendments and Waiver. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by the Village and the Developer. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

10.2 Entire Agreement. This Agreement shall constitute the entire agreement of the Parties; all prior agreements between the Parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.

10.3 Counterparts. This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Commencement Date.

Village of Villa Park, an Illinois municipal corporation

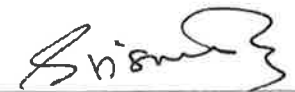
By: 
Village President

Date: 8/24, 2021

Attest:

By: 
Village Clerk

Hawthorne Development Corporation

By: 
President

Attest:

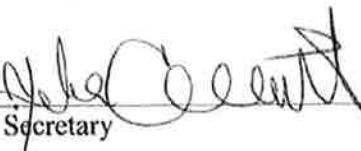
By: 
Secretary

EXHIBIT A**LEGAL DESCRIPTION OF THE DEVELOPMENT SITE**

LOTS 89 THRU 97, BOTH INCLUSIVE IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT 172335, AND LOTS 1 THROUGH 11, BOTH INCLUSIVE, IN TOWNLEY'S VILLA PARK HIGHLANDS, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1925 AS DOCUMENT 196958, AND THAT PART OF A PUBLIC ALLEY DEDICATED IN SAID SUBDIVISION LYING NORTHERLY OF THE SAID LOTS AND EASTERLY OF THE SOUTHERLY EXTENSION OF LOT 94 IN SAID GEORGE M. COLLINS VILLA PARK AND THAT PART OF A VACATED PUBLIC ALLEY, (PREVIOUSLY DEDICATED IN TOWNLEY'S VILLA PARK HIGHLANDS SUBDIVISION LYING WESTERLY OF THE SOUTHERLY EXTENSION OF LOT 94 IN SAID GEORGE M. COLLINS VILLA PARK, IN DUPAGE COUNTY, ILLINOIS.

PINs: 06-03-122-001
06-03-122-008
06-03-122-009
06-03-122-010
06-03-122-012
06-03-122-013
06-03-122-014
06-03-122-015
06-03-122-016
06-03-300-005
06-03-301-001

EXHIBIT B**LEGAL DESCRIPTION OF VILLAGE PARCEL**

Lots 1 through 11, both inclusive, in Townley's Villa Park Highlands, being a subdivision in the Southwest 1/4 of Section 3, Township 39 North, Range 11, east of the Third Principal Meridian, according to the plat thereof recorded July 28, 1925 as document number 196958 and that part of a public alley dedicated in said subdivision lying northerly of the said lots and easterly of the southerly extension of lot 94 in George M. Collins Villa Park, being a Subdivision in the Northwest Quarter of Section 3 Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded December 7, 1923 as document 172335, in DuPage County Illinois.

PINs: 06-03-300-005
06-03-301-001

EXHIBIT C
CONCEPT PLAN

1. What is the purpose of the experiment?
 To determine the effect of temperature on the rate of reaction between hydrogen peroxide and potassium iodide.

1. **Identify the problem** (What is the issue?)
 2. **Define the problem** (What are the symptoms?)
 3. **Identify the causes** (What is causing the problem?)
 4. **Identify the effects** (What are the consequences of the problem?)
 5. **Identify the stakeholders** (Who is affected by the problem?)
 6. **Identify the resources** (What do we have to solve the problem?)
 7. **Identify the constraints** (What are the limitations?)
 8. **Identify the options** (What are the possible solutions?)
 9. **Identify the risks** (What are the potential downsides?)
 10. **Identify the benefits** (What are the potential upsides?)
 11. **Identify the costs** (What are the expenses?)
 12. **Identify the timeline** (When will the problem be solved?)
 13. **Identify the responsibilities** (Who is responsible for what?)
 14. **Identify the communication** (How will we stay informed?)
 15. **Identify the feedback** (How will we know if we're doing well?)

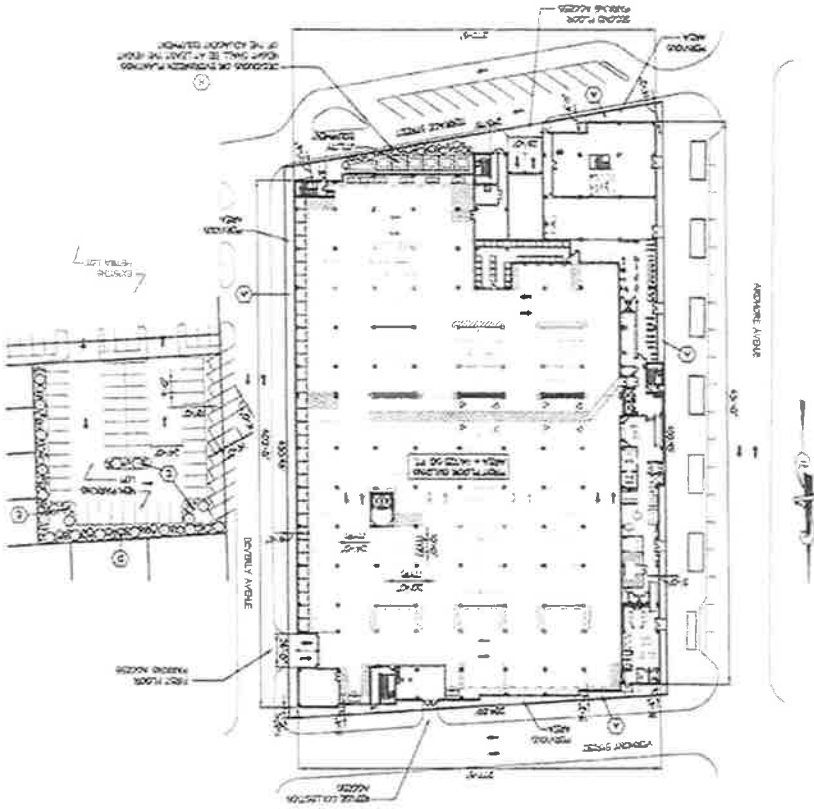
LANDSCAPING & SCREENING NOTES

OVERALL SITE PLAN

1 SITE AREA = 2.5 ACRES / 26,140 SQ. FT.
2 TOTAL GRADING PLANNED AREA = 8,304 SQ. FT.
3 ADDITIONAL REQUIRED PERMITS AREA PROVIDED ON THIRD FLOOR DECK

[illegible]

PARKING REQUIREMENTS



SKT.3

GARDEN STATION APARTMENTS
ARDMORE AVENUE / VERMONT STREET
VILLA PARK, ILLINOIS

JONES & JONES ASSOCIATES / ARCHITECTS PC

GARDEN STATION

 Jones + Jones Associates



CONCEPTUAL ELEVATION
CORNER OF ARDMORE & VERMONT



CONCEPTUAL ELEVATION
CORNER OF ARDMORE & VERMONT

GARDEN STATION

 Jones + Jones Associates
ARCHITECTS



CONCEPTUAL
POOL DECK



CONCEPTUAL
WALKING TRAIL



CONCEPTUAL
JACUZZI



CONCEPTUAL
COURTYARD

GARDEN STATION



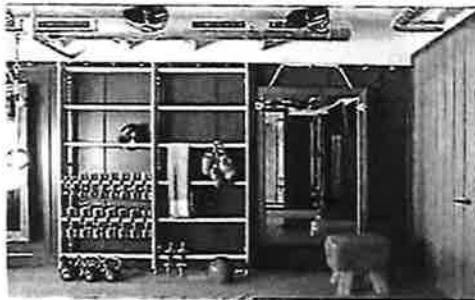
CONCEPTUAL
COMMUNITY ROOM



CONCEPTUAL
FISH TANK



CONCEPTUAL
RESTAURANT



CONCEPTUAL
FITNESS ROOM



CONCEPTUAL
BUSINESS LOUNGE



CONCEPTUAL
LOUNGE

EXHIBIT D

LEGAL DESCRIPTION of 403 N. BEVERLY and 407-09 N. BEVERLY

Legal Description

LOT 157 IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT NUMBER 172335 IN DUPAGE COUNTY, ILLINOIS.

PINs: 06-03-123-007

CKA: 403 North Beverly Ave., Villa Park, IL, 60181-2117

4853-1876-6822.1

Legal Description

LOT 158 IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT 172335, IN DUPAGE COUNTY, ILLINOIS.

PINs: 06-03-123-006

CKA: 407-09 North Beverly Ave., Villa Park, IL, 60181-2117

4820-9800-0102.1

EXHIBIT E
Form of Request for Reimbursement

Request for Reimbursement- Pay as you Go

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

Re: Development Agreement, dated _____, 2021, by and among the Village of Villa Park, Illinois; Hawthorne Development Corporation (the "*Developer*")

Dear Village Manager:

You are requested to disburse funds pursuant to the Redevelopment Agreement described above in the amount(s), and for the items set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. Request for Reimbursement No.: _____
2. The amount requested to be disbursed in this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs attached to this Request for Reimbursement.
4. The undersigned certifies that:
 - (i) the amounts included in 2 above were made or incurred or financed in accordance with approved plans, permits and specifications of the Project as defined in the Redevelopment Agreement;
 - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the reimbursement due and payable as Redevelopment Project Costs;
 - (iii) the expenditures for which amounts are requisitioned represent eligible Redevelopment Project Costs have not been included in any previous Request for Reimbursement, including requests funded with proceeds of TIF Bonds, with paid invoices attached for all sums for which reimbursement is requested;
 - (iv) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs;
 - (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

Hawthorne Development Corporation

Date:

By: _____

APPROVED:

Village of Villa Park, an Illinois municipal corporation

Date:

 Village Manager

EXHIBIT F
PARKING PLAN FOR PARKING AREA

VILLAGE OF VILLA PARK, ILLINOIS
TAX INCREMENT FINANCING DISTRICTS

Statement of Revenues, Expenditures and Changes in Fund Balance
For the Fiscal Year Ended December 31, 2023

	Tax Increment Financing #3	Tax Increment Financing #4	Tax Increment Financing #5	Tax Increment Financing #6
Revenues				
Taxes				
Property Taxes	\$ 900,324	36,770	302,406	70,029
Investment Income	—	—	10,144	33,219
Total Revenues	900,324	36,770	312,550	103,248
Expenditures				
General Government				
Contractual Services	13,409	61,278	165,701	12,548
Capital Outlay	—	52,000	8,401	—
Total Expenditures	13,409	113,278	174,102	12,548
Net Change in Fund Balance	886,915	(76,508)	138,448	90,700
Fund Balances - Beginning	2,518,136	(96,369)	159,201	519,584
Fund Balances - Ending	3,405,051	(172,877)	297,649	610,284



INDEPENDENT AUDITOR'S REPORT
ON SUPPLEMENTAL INFORMATION

December 26, 2024

The Honorable Village President
Members of the Board of Trustees
Village of Villa Park, Illinois

We have audited the basic financial statements of the Village of Villa Park, Illinois, for the year ended December 31, 2023, and have issued our report thereon dated December 26, 2024, which expressed an unmodified opinion on those financial statements. The financial statements are the responsibility of the Village of Villa Park, Illinois' management. Our responsibility is to express opinions on the basic financial statements based on our audit.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements of the Village of Villa Park, Illinois. The Balance Sheet and Schedule of Revenues, Expenditures and Changes in Fund Balance for Tax Increment Financing Funds (TIF) #3, #4, #5, and #6 is presented for purposes of additional analysis and are not a required part of the basic financial statements. This information is the responsibility of management and derives from and relates directly to the underlying and other records used to prepare the basic financial statements. That information has been subjected to the auditing procedures applied to the audit of the basic financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements, or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Lauterbach & Amen, LLP
LAUTERBACH & AMEN, LLP

2023 Intergovernmental Agreements

<u>Intergovernmental Parties</u>	<u>Ord or Resolution No.</u>
Village of Villa Park and School District 88	4207
Village of Villa Park and School District 45	4208
Village of Villa Park and Salt Creek Sanitary District	2076
Village of Villa Park and Illinois Emergency Management Agency	2118
Village of Villa Park and Village of Lombard	2123
Village of Villa Park and Elmhurst Park District (Sugar Creek GC)	2139

MINUTES OF PARKS & RECREATION ADVISORY COMMISSION

April 8th, 2025

VILLA PARK RECREATION CENTER

320 E. WILDWOOD

COMMISSIONERS: Chair S. Bousum, C. Tucker, S. Collentine, C. Murphy, D. Noxon, M. Storino, R. Pazar

PARKS & RECREATION LIASON: Director G. Gola

VILLAGE BOARD LIAISON: J. Cordova

COMMISSION CHAIRPERSON: S. Bousum

COMMISSION VICE-CHAIR: C. Tucker

SECRETARY: M. Storino

RECORDER OF MINUTES: C. Elgeness

- **CALL TO ORDER:** Chair S. Bousum called meeting to order at 7:17pm.
ROLL CALL: Chair S. Bousum, M. Storino, C. Tucker, D. Noxon
- **PUBLIC COMMENTS ON AGENDA ITEMS:** None.
- **PUBLIC COMMENTS ON NON-AGENDA ITEMS:** None.
- **Amendments to the Agenda –** None.
- **Approval of Minutes**
Comm. Chair Bousum to roll call; motion to approve the minutes by Comm. D Noxon, Comm. M. Storino seconded. Acclamation vote was taken with all ayes.
- **Department Staff Updates**
 - a) Recreation Division – Asst. Dir. Gina M. Racanelli

Adult and Senior Program Update

	<u># of programs</u>	<u># registered</u>
<i>March 2025 Totals:</i>	<i>19</i>	<i>358</i>
<i>March 2024 Totals:</i>	<i>17</i>	<i>279</i>

Spring Camp Update

- 2025 Spring Camp: Monday-Friday, March 31-April 4.
- **76 total** registrations for the week (**57 in 2024**)

Summer Camp Update

- Day Camp Counselor job posted:
 - Village website
 - COD and Elmhurst College website
- Interviews for summer staff have started.
- Intent to Return forms for returning summer staff were sent out in early February. **6 returning** camp counselors.
- Summer Camp registration opened on Monday, March 17

Athletics

- Spring Soccer
 - practices begin the week of Monday, April 7.
 - Games run on Saturdays April 12-May 31.
 - There are 187 registered (180 in 2024).
- Summer Youth *DuPage Basketball Alliance* League registrations have started.
 - We have 26 participants registered as of April 5 (20 in 2024).
 - Youth Basketball league practice begins the week of May 27
 - Sunday games run June 8-August 10.
 - Practices will be held at the VPRC and Addison Park District. The DuPage Basketball Alliance participates in the Summer Inter-Village Summer Basketball League Games are held at

participating agencies including Bensenville, Itasca, Wood Dale, Schaumburg, Carol Stream, Addison, Roselle and Glendale Heights.

Fitness

- 17 Fitness Center Orientations have been scheduled and completed since we started offering these free fitness center orientations to registered members starting March 21, 2025.
- 19 Group Fitness classes are offered each week at the VPRC. Group Fitness sales in 2025 from January to April 5 = \$6,297.50 (\$1385 in 2024).

Aquatics – 2025 Update

- Staff will attend the job fair at Willowbrook High School on Tuesday, April 8 to recruit lifeguards and Learn to Swim instructors and aides.
- Staff are collecting communication from returning Villa Park Aquatic Team members.
- Staff have received several applications for Lifeguards and already interviewed candidates.
- The Spring Lifeguarding class meets on four Sundays at COD 4/27, 5/4, 5/11, 5/18 from 12-4pm and at ICC on Fridays 6-8:30pm 5/2-5/23.
- Jefferson Pool opens Saturday, May 24 with reduced hours for the holiday weekend: Saturday-Monday, May 26 from 12-6pm. We will be closed Tuesday-Thursday due to WBHS final exam schedule, and open for a full day on Friday, May 30 from 12-7pm.
- Pre-season training for the Villa Park Aquatic Team will be held on Sunday, May 11 from 12-4pm at the College of DuPage and May 24 at Jefferson Pool from 8-11:15am.

Early Childhood (non-sport)

- Toddler Playtime averages 14 participants plus parents.
- Ceramics @ Nadine Design Your Own Lego Box had 5 participants
- Little Learners Club averages 45 participants per week.
- We continue to receive registrations for 2025-26 preschool as of 4/8 = 29

EVENT UPDATES

- Egg Hunt
 - Saturday, April 12, 10 am -Lufkin Park
 - 53 participants registered (29 at this time in 2024)
- Mom and Son Night
 - Friday, May 9, VPRC; 6-8 pm
 - DJ and Photobooth
 - Inflatable obstacle course
 - 11 Participants (6 at this time in 2024)
- Summer Festival: Saturday, June 21, 11a-10:30p

Fitness Center Memberships	1,285	\$161,638
Employee Memberships	70	\$0
TOTALS THROUGH MARCH 31, 2025	1,355	\$161,638
Visits as of 3/31/2025	13,912	88 days open
		158 avg visits per day

Daily VPRC ADMISSIONS		
VPRC Daily Admission Fitness Center Adult Daily Admission	87	\$845

VPRC Daily Admission Fitness Center Senior Daily Admission	9	\$82
VPRC Daily Admission Fitness Center Youth Daily Admission	74	\$551
VPRC Daily Admission Open Gym, Track, Pickleball ADULT Daily Admission	201	\$1,370
VPRC Daily Admission Open Gym, Track, Pickleball SENIOR Daily Admission	47	\$349
VPRC Daily Admission Open Gym, Track, Pickleball YOUTH Daily Admission	288	\$1,670
TOTAL DAILY ADMISSIONS	706	\$4,867

Program & Event Participation & Revenue

2025 (thru 3-31)		2024 (thru 3-31)	
Participants	Revenue	Participants	Revenue
3149	\$195,353	1624	\$67,466

Comm. D. Noxon asked about summer fest and if we have any new vendors?

Gina: They are switching to make it also attracted to old children also, they are getting the trackless train again. Our Magician that we use for so many years has passed away. The basketball traveling team is separated grade 5th and 6th grand and then 7th and 8th. She said we are having reptiles viewing but not petting zoo. May 30th 2025 will start out normal summer hours for the recreation center. She believes until Aug 20th, 2025. It will be open Monday through Friday. After August 20th the pool will be open on the weekends. They will be the pool officially closing Aug 31st, 2025. Gina stated it is harder to keep it open after Aug 20th because teens start going back to school and it is harder to get a schedule will less staff at the pool.

Comm. C. Tucker: She asked about the traveling team, what the ages for the teams and the ages combined are? Also, she asked if we are having a petting zoo for summer fest. She about the pool and the hours for the summer.

b) Parks, Buildings & Grounds Division – Supt. Brian Roche

• Current/Completed Park and Facility Projects

- Village Hall IT Office
 - We have found an architect to help us draw up plans to get through permitting, we are working to finalize some paperwork to get them on board, and then get them back into the building to start
- Police Department Second Level Improvements
 - We have received a detailed scope of work estimate and are working to review everything with PD and establish next steps
- Fire Station Improvements
 - There were a few changes and questions discussed while we worked to complete construction documents and it has initially pushed back the timeline roughly a month from what was discussed at last meeting, we are now hopeful to go out to bid by late April or early May
 - The project cost update will go to the Village Board for a vote to proceed on April 14
- Jefferson Pool
 - The pool liner was completed about two weeks ago and staff cleaned it last week, we coordinated with the Fire Department to start filling the pool yesterday
 - We have also purchased new filter elements for the pool filter, this will help keep air out of the system and the pool running cleaner and longer without needing frequent backwashes

- Lufkin Park
 - We are planning and preparing equipment this week to soon start continued improvements to Lufkin Park, fixing up the pathways (washouts, slope issues, etc.), adding some additional pathways (to outcropping stones, areas where we saw lots of activity from last season), installing new signage (around the pond, splash pad, updated playground), putting up dog waste stations, and preparing landscape areas for upcoming plantings
- We are also working to complete our annual ballfield cleanups and prep to start the season, our annual April list, and landscape area cleanups and mulching
- **Upcoming Projects**
 - Lions Park baseball field
 - We are working with Upland Design on the Lions Ballfield. They also designed the Lions Park project, we are looking to sit down with them in the coming few weeks to better discuss the project
 - Highridge baseball field
 - As mentioned at the last meeting, we are working with VPYB and Sports fields Inc to make improvements to the Highridge field
 - As it is still early in the season and conditions are still not great, once conditions improve and they are able to get vehicles and equipment to the field work will begin, we are hopeful in the next few weeks
 - Parks Office break area and restroom improvements
 - We are also looking to have an architect design our restroom project
 - We have met with a furniture company for layout design and cost estimates

Comm: D. Noxon asked about the signs for Lufkin Pond and if there is any sign for feed the ducks, dogs on a lease. When renting Lufkin does the agreement there is no liquor or grilling at the park?

Brian; stated they should not be feeding the ducks. Every sign is being printed at the sign shop, they will be included with the other signs at Lufkin Pond. The parks do allow grilling just not liquor at the parks. There are around 20 filters in the pool, we started adding water to the pool. The pool is ready to go for the summer.

Gina: If renters have a blow up, they will have to make arrangements for it to be there and a certificate of insurance and ext.

Comm: C Tucker; asked if Lion's ballfield is going to be up and running this year. Does the league use the Lions baseball field? How may filter at the pool and how long does it set.

Greg; stated it will only be up for practice. We will know better once we meet with upland designs. They are playing at high ridge at the moment.

- c) Director of Parks and Recreation – Dir. Greg Gola
- Welcome to our new Program Supervisor, Ryan Weiler, who will be responsible for Athletics, Fitness and assisting with Special Events.
 - He started last a week ago Monday. We have been able to add another Program Supervisor, since we opened the Rec Center. The first addition we have had in 25-30 years.
- Lions Park Construction Update: Construction started last week by doing prep work, constructing forms for the sidewalks, and Hacienda poured some of the sidewalk today.
 - We asked PIO Riley Pillar to update the project on the Village's website, similar to what WB Olsen had done with the VPRC and what we did for Lufkin Park construction.
 - Construction should be completed by late June or early July, weather permitting

- Summer Concert bands have been contracted with, so we're all set for 8 concerts this summer (4 in June and 4 in August)

Comm: D. Noxon are they going to advertise the bands?

Gina: We are working on publishing and having Riley update the website.

Comm: C. Tucker asked about the schedule for the Lions playground. What is the pickle ball court made of? How many more fences will be put up?

Greg; stated that they might be a bit ahead as we have seen the concrete. There will be no more fences added on the property boarder. They will be adding a fence at the Pickle ball court, the court will be mad out of asphalt from my best recollection. There will be a fence around the playground and the future parking lot by basketball. Riley will be posting updates about the process of the construction.

- **Unfinished Business: None**
- **New Business: We are adding the elections to the May Agenda meeting.**
- **COMMISSIONER COMMENTS:**
Comm. M. Storino asked about the update of possible locations for a new pool. Greg stated this might be a new union project but we don't own the AK Mulch property and the area floods.
- **CHAIRPERSON COMMENTS: None**
- **VILLAGE LIASION:** None Left early
- **VILLAGE STAFF COMMENTS:**
 - Asst. Director Gina Racanelli: Rec staff are very excited to have a new member on the team. I think it is going to be a really good addition to the team.
 - Superintendent Brian Roche: None
 - Director Greg Gola: None
- **ADJOURNMENT:** Chair Bousum called for meeting to adjourn at 8:01pm. Comm. D. Noxon made motion and was second by Comm. C. Tucker Acclamation: vote was taken with all ayes.

NEXT MEETING: May 13th 2025

MINUTES OF PARKS & RECREATION ADVISORY COMMISSION

May 13th, 2025

VILLA PARK RECREATION CENTER

320 E. WILDWOOD

COMMISSIONERS: Chair S. Bousum, C. Tucker, S. Collentine, M. Storino, R. Pazar, D. Noxon, C. Murphy

PARKS & RECREATION LIASON: Director G. Gola

VILLAGE BOARD LIAISON: J. Cordova

COMMISSION CHAIRPERSON: S. Bousum

COMMISSION VICE-CHAIR: C. Tucker

SECRETARY: M. Storino

RECORDER OF MINUTES: C. Elgeness

- **CALL TO ORDER:** Chair S. Bousum called meeting to order at 7:00pm.
ROLL CALL: Chair S. Bousum, M. Storino, C. Tucker, R. Pazar, S Collentine
- **PUBLIC COMMENTS ON AGENDA ITEMS:** None.
- **PUBLIC COMMENTS ON NON-AGENDA ITEMS:** None.
- **Amendments to the Agenda –** None.
- **Approval of Minutes**
Comm. Chair Bousum to roll call; motion to approve the minutes by Comm. D Noxon, Comm. M. Storino seconded. Acclamation vote was taken with all ayes.
- **Nomination/Election of Rec Commission Officers**
Comm. S. Bousum nominated Comm. C. Tucker to Chair, Comm. R. Pazar has second the nomination.
Comm. S. Bousum nominated Comm. R. Pazar for Vice Chair, Comm. M. Storino has second the nomination.
Comm. C. Tucker nominated Comm. M. Storino
Comm. S. Bosum motion to vote Comm. M. Storino as active secretary for one more term year.
Acclamation vote was taken with all ayes.
Comm. S. Bousum motion to vote Comm. C. Tucker as Chair. Acclamation vote was taken with all ayes.
Comm. S. Bousum motion to vote Comm. R. Pazar as Vice Chair. Acclamation vote was taken with all ayes.

Commissioners will be at their new positions at next meeting June 10th, 2025.

- **Department Staff Updates**
 - a) Recreation Division – Asst. Dir. Gina M. Racanelli

RECREATION DIVISION

Presented by: Gina M. Racanelli, Assistant Director of Parks & Recreation

PROGRAM UPDATES

Adult and Senior Program Update

	<u># of programs</u>	<u># registered</u>
<i>April 2025 Totals:</i>	<i>18</i>	<i>300</i>
<i>April 2024 Totals:</i>	<i>16</i>	<i>273</i>

Spring Camp Update

- 2025 Spring Camp: Monday-Friday, March 31-April 4.
- **84 total** registrations for the week (**57 in 2024**)

Summer Camp Update

- Summer Camp registration opened Monday, March 17 with 100 registrations. (Camp opened April 8th, 2024). Summer Camp is averaging 59 campers a week (\$86,947).

Youth Non-Sport

- **3 NEW** classes w/ 27 reg participants
- Glitzy Girls Neon Jam Dancy Party took place on April 16 with 11 participants.
- Ceramics Nadine class took place on April 17 with 5 participants.
- Culinary Youth Classes Around the World in 80 Plates April 8-April 29 with 11

Athletics

- Summer Youth *DuPage Basketball Alliance* League registrations close May 16th.
 - We have 81 participants registered as of May 13 (61 in 2024).
 - Youth Basketball league practice begins the week of May 27
 - Sunday games run June 8-August 10.
- **NEW*** Sunday Morning Co-Rec Adult Pickup Basketball started May 4th. **7:30-9:30am @ VPRC**
 - Maxed out at 15 people (\$40 each for 8 weeks of play, \$600 total)
 - Many participants are volunteer coaches from our youth sports leagues.
- **NEW*** Adult Co-Rec Summer Volleyball starting Thursday June 5th. **6:45-8:45p @ VPRC**
 - Drop-in format to hopefully increase participation in women's leagues and potentially offer full co-rec league in future. \$10 per day

Fitness

- **21 Fitness Center Orientations** have been scheduled and completed since we started offering these free fitness center orientations to registered members starting March 21, 2025. We are now requiring it for any new youth members that sign up.
- **6 sessions (one hour) of personal training** have been purchased so far since we started offering them. Looking to bring on **1-2 more personal trainers** to have on staff.
- The first session of Yoga in the Park at Cortesi Park maxed out at 40 participants.

Aquatics – 2025 Update

- The Villa Park Aquatic Team has **18 returning** Lifeguards, and it looks like we will have **12 new** lifeguards. **The goal is 30. 9 Pool Ambassadors** are returning, **10-12 total**.
- The Spring Lifeguarding class met at COD on three Sundays, April 27, May 4 & 11, two Fridays, May 2 & 9. Many new Lifeguard candidates completed training on the third Sunday, May 11.
- Jefferson Pool opens Saturday, May 24: **Saturday-Monday, May 26 from 12-6pm**. We will be **closed Tuesday-Thursday, May 27-29** due to *WBHS final exam schedule*, and **open for the season** on Friday, **May 30 from 12-7pm**.
- Pre-season training for the Villa Park Aquatic Team will be held on Saturday, May 24 at Jefferson Pool from 8:30-11 am.

Early Childhood (non-sport)

- Little Learners Club averages 42 participants per week.
- We continue to receive registrations for 2025-26 preschool as of 5/13 = 32 (24 in 2024)
- Mini Adventure Camp Registration opened with 13 registrations (16 in 2024).

EVENT UPDATES

- Flashlight Egg Hunt-NEW
 - Friday, April 11, 7:30 pm
 - Lufkin Park

- 18 Participants
- Egg Hunt
 - Saturday, April 12
 - Lufkin Park
 - 96 Participants (119 in 2024)
- Summer Festival: Saturday, June 21, 11a-10:30p
- Rooftop Terrace opened 5/9/2025 for the season.
 - M-F: 7a – Sunset
 - Sa-Su: 7a – 6p
- FUN Commission nominated the VPRC to be featured in the ***Hokusai Exhibition: The Floating World @ COD***
 - Showcasing the many beautiful Villages and Cities of DuPage County
 - Installation at VPRC: Friday, 5/23, 6-8p
 - Exhibition @ the MAC; 5/31-9/21

Recreation Program Participants and Revenue through April 30, 2025

- Participants to Date: 5,940 (2,479 in 2024)
- Revenue to Date: \$328,669.30 (\$169,749.60 in 2024)

Total Fitness Memberships	1350	\$177,646	
Employee Memberships	74	\$0	
Total Membership Revenue April 30, 2025	1424	\$177,646	
Visits as of 4/30/2025	17835	116	Days Open
		154	avg. visits per day

Admissions			
VPRC Daily Admission Fitness Center Adult Daily Admission	185	\$1,431	
VPRC Daily Admission Fitness Center Senior Daily Admission	61	\$288	
VPRC Daily Admission Fitness Center Youth Daily Admission	213	\$1,332	
VPRC Daily Admission Open Gym, Track, Pickleball ADULT Daily Admission	531	\$2,566	
VPRC Daily Admission Open Gym, Track, Pickleball SENIOR Daily Admission	209	\$838	
VPRC Daily Admission Open Gym, Track, Pickleball YOUTH Daily Admission	857	\$3,715	
TOTAL DAILY ADMISSIONS	2056	\$10,170	

b) Parks, Buildings & Grounds Division – Supt. Brian Roche

- **Current/Completed Park and Facility Projects**
 - Village Hall
 - IT Office

- The architect has met with us and taken measurements and is working on initial drawings before we will meet again to discuss in more detail
 - It was also approved by the Village board to move forward with the Elevator modernization, we are working to get all documents in order to begin the process, this project beginning to end will take approx. 5-6 months
- Police Department Second Level Improvements
 - We have met with PD staff and are looking to make some changes to the scope of work, we are discussing with the contractor
- Fire Station Improvements
 - At Fire Station 81, We continue to revise design items and look to be out to bid soon
 - At Fire Station 82, we completed install of their new mini split a/c system, we are now working with the contractor to replace the boiler.
- Jefferson Pool
 - The pool is cleaned, filled, and up and running, we are adding chemicals this week to balance it, we will look to start heating the water this week as well
 - Some additional improvements include; conditioning the water slide and mushroom, painting of the baby pool, tree trimming and removals, reinstall diving board and funbrellas, landscaping, and some signage and deck markings
- Lufkin Park
 - The Park is fully open, restrooms operating, splash pad on, everything was turned on May 1
 - Staff continue to make improvements to the Park, interpretative signage is installed, butterfly gardens are marked out, trash cans and a dog waste station were installed, we continue to make pathway repairs, adding new pathways down to the water, and preparing to install a new Park sign
- Sport fields are all setup and in use, we are preparing to have Sportfields out this week and/or next at Highridge field to make improvements to the infield
- A few new pieces of equipment, new pickup truck arrived about a week ago, a service body with a liftgate for our facilities staff, and a new mower was board approved and ordered and we hope to see it arrive very shortly.
- **Upcoming Projects**
 - Lions Park baseball field
 - We are working with Upland Design on the Lions Ballfield, we have received some initial info from VPYB and have setup a meeting with Upland for next week to discuss the scope and timeline
 - Receiving proposals and working to finalize getting playground mulch installed into all playgrounds.
 - Lufkin Park Screenings, we have sent out a letter to residents letting them know if they were interested in having some planted screenings behind their property to let us know, we have received 22 responses from 30 homes, we are working to coordinate next steps with everyone.
 - 5 Memorial installs next week, 2 benches and 3 trees, all on the Prairie Path

Comm. C. Tucker asked if there are other locations could have a memorial installed.

Brian said anywhere they would like to be installed. The prairie path has been the most popular, we don't do the golf course that is coordinated by the golf course superintendent. You can plant memorials at the golf course, the village does not take care of this request.

c) Director of Parks and Recreation – Dir. Greg Gola

- **Lions Park**
 - The Lions Park project is going as scheduled. We will schedule a ribbon-cutting near finishing of the project.
- **Retirement**
 - June 5th will be my last date as I am retiring from the Village of Villa Projects.
 - Summer concerts will start June 5th, 2025, Petty cash will be the first band to play on Thursday.
 - Recap of the projects throughout the years within Park and Recreation.
- **Unfinished Business:** Comm. C Tucker speaking about the bike path to not have people be provided access to the recreation center.
Greg: Their trying to find other options for people to get into the rec center with being block off.
- **COMMISSIONER COMMENTS:**
Comm. M. Storino: Congratulations on your retirement.
Comm. R. Pazar: Congratulations on your retirement.
Comm. S. Collentine: Congratulations on your retirement and enjoy it.
Comm. C. Tucker: Thank you for everything you have done for the village and the community.
- **CHAIRPERSON COMMENTS:** Thank you again, enjoy and congratulations.
- **VILLAGE LIASION:** There will be a new board that got sworn in last night. It has been a pleasure working with Greg as a former commissioner. Greg you have done an incredible job you have done and really thank you .
- **VILLAGE STAFF COMMENTS:**
 - Asst. Director Gina Racanelli: Thank you and congratulations.
 - Superintendent Brian Roche: Thank you, it has been a pleasure working with you.
 - Director Greg Gola: Villa Park holds a special place in my heart, I will be back for sure.
- **ADJOURNMENT:** Chair Bousum called for meeting to adjourn at 8:45pm. Acclamation: vote was taken with all ayes.

NEXT MEETING: June 10th, 2025

F.U.N. Commission Meeting minutes from Tuesday, April 22, 2025 held at the Village Hall, Committee of the Whole Room, 20 S. Ardmore Avenue, Villa Park, IL 60181.

1. Call to Order – Roll Call: 5:32 pm. Mary Brunner-Hintze, Eliza Diederich, Carlus Jackson, Kimberly Tuttle, Junior commissioner Azana Jackson

Also in attendance: Village Staff Liaison- Sue Earl
Kyle Schnettler- President of VP Chamber of Commerce
Leslie Allison Seei

2. Public comments on Agenda Items – None
3. Public comments on Non-Agenda items - Leslie Allison Seei would like to join the commission again. Discussion among the commission members that would be a positive. Could use the help.
4. Amendments to the agenda- none
5. Consent agenda – Azana Jackson motioned to approve the minutes from Tuesday March 25th 2025. Eliza Diederich seconded.
6. Business-
 - a) Welcome Carlus Jackson and Kimberly Tuttle. Both were sworn in to the F.U.N. Commission prior to the meeting.
 - b) Prairie Path cleanup (Saturday April 26th) Mary and Michelle will be there. Water and snacks are covered.
 - c) Spring Sweep May 17th- Kim will volunteer and Carlus will check his schedule. Mary will let Mr. Wagner know that we have some volunteers.
 - d) Kites and Kicks- Joe's Heavenly hotdogs will be there. Eliza is checking with Michelle on Jessie's Gelato. Signs, fliers and banners are being made. Kyle mentioned that the Chamber will donate permanent markers for kites and kicks. We have a face painter and will order 48 kites. We have the permit, library van and party trailer all handled.
 - e) Hokusai COD art exhibit. The artist will make a banner for the VPRC to be up from May until September. The F.U.N. Commission will be promoting the event as well as doing a reception at the VPRC with the artist unveiling the banner. May 23rd is the hopeful date. Checking with Gina and the VPRC, the artist and Diane Blair-Sherlock to see if that date works. We will raffle a Great Wave Lego set.

Eliza motioned a vote to move the Clock Tower budget monies to the Hokusai Art budget. Carlus Jackson seconded and the commission unanimously voted yes.

- f) Summer Festival Saturday June 21st 10-6. We will have a Great Wave themed photo booth, guess how many paper cranes in a jar and origami paper folding lessons run by Azana. Summer Festival sign ups will be at the next meeting.
- g) Next meeting May 27th Landscape awards, GeekPalooza, Spirit Award and Autumn Jubilee

- 7. Commissioner comments- Eliza reached out to Carla for Autumn Jubilee info. Reached out to JP about food trucks and will reach out to Carla again to get the Autumn Jubilee ball rolling.
- 8. Chairperson comments- none
- 9. Village Board liaison- none present
- 10. Village staff comments- none
- 11. Motion to adjournment Eliza called. Carlus seconded 6:20pm

F.U.N. Commission Meeting taken by Eliza Diederich



MEMORANDUM

TO: Village Board of Trustees
FROM:
DATE: June 23, 2025
SUBJECT: Appointments to Local Liquor Control Commission

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: June 19, 2025

Re: Appointment of Members to Local Liquor Control Commission

Pending the Village Board's adoption of the amendments to the Local Liquor Control Commission, I am making the following appointments:

I am herewith appointing Joe de Tomaso as a member of the Local Liquor Control Commission.

I am herewith appointing Stephen "Tom" King as a member of the Local Liquor Control Commission.

I am herewith appointing Danielle Weis as a member of the Local Liquor Control Commission.

I am herewith appointing Zach Wagner as a member of the Local Liquor Control Commission.

Per the Liquor Control Act of 1934, these appointments do not require Village Board approval, so this memo is solely for information. Each appointment will be for a one (1) year term.