

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

Next Ordinance No: 4102
Next Resolution No: 19-57

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

Village Board of Trustees

August 26, 2019

7:00 PM

Village President Albert Bulthuis
Village Clerk Hosanna Korynecky
Village Trustees:

David Cilella, Nick Cuzzone, Christine Murphy, Kevin Patrick, Cheryl Tucker, and Robert Wagner

- 1. Call to Order - Roll Call**
- 2. Pledge of Allegiance**
- 3. Public Comments on Agenda Items**
- 4. Amendments to the Agenda**
- 5. Consent Agenda**
 - 5.a.** Bill Listing for the Weeks of August 12 and August 19, 2019 in the Total Amount of \$761,791.52
[2019-0812 CY19 Weekly Check Report](#)
[2019-0819 CY19 Weekly Check Report](#)
 - 5.b.** Minutes from the Board Meeting Held on August 12, 2019
[Minutes Aug 12, 2019](#)
- 6. First Reading on Ordinances to be Codified**
 - 6.a.** First Reading of an Ordinance of The Village of Villa Park, DuPage County, Illinois Amending the Villa Park Municipal Code Setting Fees For Liquor Licenses

Application and renewal fees for liquor licenses have not been changed since 1992.
For nearly all classes of licenses, Villa Park has the lowest fees of all of our

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.

surrounding communities. Staff recommends updating the Original Issuance Fee and Annual Renewal Fees for our liquor licenses, which will bring our liquor license fees to approximately the average of the immediate area. Going forward, liquor license fees will adjust annually with the CPI-U.

[MEMO - Liquor License Rate Change](#)

[Various Liquor Spreadsheet](#)

[ORD - Liquor License Fees](#)

- 6.b.** First Reading of an Ordinance of the Village of Villa Park, DuPage County, Illinois, Increasing the Number of Class D, Package Licenses for the Package Sale of Alcoholic Liquor

The business at 609 W. North Avenue is changing from US Liquors to Crown Liquors. The new business owners of Crown Liquors have successfully completed the background check. This ordinance will replace a Class D, Full Package, Grocery or Drug Store license that will be eliminated upon the closing or sale of US Liquors. There will continue to be 8 total Class D licenses and 64 total liquor licenses.

[MEMO - Crown Liquors liquor license](#)

[ORD - 2019 Liquor Licenses Crown Liquors](#)

[September 2019 Liquor Licenses](#)

7. Ordinances

- 7.a.** First Reading of an Ordinance of the Village of Villa Park, DuPage County, Illinois, Accepting a Plat of Easement for Stormwater Management Purposes at 1050 North Villa Avenue (Mickey's Linen)

Certain stormwater improvements have been constructed as part of a development at 1050 North Villa Avenue. The DuPage County Countywide Stormwater and Flood Plain Ordinance requires all major and minor stormwater systems to be located within easements. The necessary legal documents have been prepared and signed by the owner. Acceptance of the easement by the Village is required before it can be recorded.

[MEMO - Villa N 1050 Easement](#)

[Villa N 1050 - Plat of Easement](#)

[ORD - Villa N 1050 - Accepting Easement](#)

- 7.b.** Ordinance of the Village of Villa Park, DuPage County, Illinois, Vacating a Public Alleyway and Selling to Adjacent Property Owners

The Village received a request from a property owner to acquire a portion of an unimproved dedicated right-of-way adjacent to the property owner's parcel. In response, staff researched property owner information and secured an appraisal for this right-of-way. Five property owners of the eight contacted expressed interest in purchasing a portion of the Village's alleyway. This ordinance allows the Village to both vacate the alleyway and sell the property to the interested adjacent property owners. If approved, a Public Utility Easement is necessary as utilities exist in the

right-of-way.

[MEMO - Alley Vacation 8.26.19](#)

[Plat of Vacation with colored divisions](#)

[Exhibit A](#)

[ORD - Alley Vacation](#)

- 7.c.** Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Appendix C of the Villa Park Municipal Code Providing for the Regulation of Signs

At the direction of the Village Board, the Zoning & Planning Commission held a public hearing on April 11, 2019 on a text amendment that would add electronic billboards as a special use in the Zoning Ordinance. This item was continued for additional information, and on June 13, the Zoning & Planning Commission unanimously recommended against this text amendment. Should the Village Board wish to approve this text amendment, they should approve the attached ordinance.

[MEMO - Electronic Billboards](#)

[Minutes PZ 19-0002 6-13-2019](#)

[ORD - Electronic Billboards](#)

8. Resolutions

- 8.a.** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number One to the Contract between the Village of Villa Park and Superior Road Striping, Inc., for the 2018 Pavement Marking Program

The Village has a contract with Superior Road Striping, Inc. of Melrose Park, Illinois for the 2018 Pavement Marking Program in the amount of \$51,489.10. Proposed final Change Order Number 1 consists of the final balancing of contract quantities as measured in the field. The net amount of this proposed Final Change Order No. 1 is a deduction of \$1,022.65, for an adjusted final contract amount of \$50,466.45.

[MEMO - Change Order 01 \(Final\) - Memo - Pavement Marking 2018.pdf](#)

[RESO - 2018 Pavement Markings Final Change Order](#)

[Contractor-Signed Change Order 01 - 2018 Pavement Markings](#)

[Approved PO #180091 - Pavement Markings 2018 - 2018-09-28.pdf](#)

- 8.b.** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with TranSystems Corporation of Schaumburg, Illinois, for Phase III Construction Engineering of the Astor, Myrtle, & Euclid Project in an Amount Not to Exceed \$229,747

TranSystems Corporation submitted a proposal to the Village to provide Phase III construction engineering services (street, utility and drainage improvements) for the Astor, Myrtle and Euclid Improvement Project. This resolution approves a contract with TranSystems Corporation for Phase III construction services in an amount not to exceed \$229,747, which would be taken from the Street Improvement, Stormwater, Water, Wastewater (Sewer Separation) and Wastewater (Capital) funds. It is anticipated that IEPA loan funding will also support this project. Staff recommends

approval of the agreement.

[MEMO - Engineering - Phase III - TranSystems - Memo - Astor, Myrtle, Euclid Improvements.pdf](#)

[RESO - Engineering - Phase III - TranSystems - Resolution - Astor, Myrtle, Euclid Improvements](#)

[Phase III Engineering Agreement - TranSystems - Astor, Myrtle, Euclid Improvements Astor/Myrtle CIP](#)

[Euclid \(Kenilworth to Highland\) CIP](#)

- 8.c.** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a License Agreement for a Portion of Alley Right-of-Way between the Village of Villa Park and the Owners of 205 West Madison Street, 213 West Madison Street, and 814 South Harvard Avenue

The property owners of 205 West Madison Street, 213 West Madison Street, and 814 South Harvard Avenue wish to pave and maintain a shared driveway in the alley right-of-way located south of Madison Street and west of Harvard Avenue. A license agreement would be needed to grant the property owners permission for the proposed construction, maintenance, and continued use of the right-of-way.

[MEMO - License Agreement 814 S Harvard](#)

[RESO - License Agreement 814 S Harvard](#)

[Exhibit A - Map - License Agreement - 814 S Harvard](#)

[Exhibit B - License Agreement - 814 S Harvard](#)

- 8.d.** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a License Agreement for a Portion of Alley Right-of-Way between the Village of Villa Park and the Owner of 15 West Adams Street

The property owner of 15 West Adams Street wishes to repave and maintain a driveway in the alley right-of-way located south of Adams Street and adjacent to the property on the east. A license agreement would be needed to grant the property owner permission for the proposed construction, maintenance and continued use of the right-of-way.

[MEMO - License Agreement 15 W Adams](#)

[RESO - License Agreement 15 W. Adams](#)

[Exhibit A - Adams W 0015 - Map](#)

[Exhibit B - License Agreement 15 W Adams](#)

- 8.e.** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for Construction of the 631 East Wildwood Avenue and Rotary Park Site Improvements in an Amount Not to Exceed \$430,232.38

In January 2019 the Village Board approved the purchase of the commercial property at 631 East Wildwood Avenue. A portion of the property is currently located in the 100-year flood plain. The Village Board also approved the design of a project to remove the affected area from the flood plain by providing compensatory flood

storage at nearby Rotary Park. The design has been completed and the project has been competitively bid. A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, submitted the lowest responsible bid for the project in the amount of \$430,232.38. If approved, funds for this project would be taken from St. Charles Road TIF account number 28.502.01.401.

[MEMO - Contract Award- A Lamp Rotary Park 2019](#)

[RESO - Contract Award - Rotary Park 2019](#)

[Bid Results Summary - 631 Wildwood & Rotary Park](#)

- 8.f.** Resolution of the Village of Villa Park, DuPage County, Illinois, Rejecting all bids for the 2019 Lions Park Basketball Court Reconstruction Project

The Village recently bid the 2019 Lions Park Basketball Court Reconstruction Project. Only one bid was received and the bid was considerably higher than expected. A formal rejection of the bid received is recommended.

[MEMO - Lions Basketball Courts Reconstruction Rejection](#)

[RESO - Lions Basketball Courts Reconstruction 2019 Rejection](#)

- 8.g.** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Michels Corporation of Brownsville, Wisconsin, for Construction of the 2019 Sewer Rehabilitation Program in an Amount Not to Exceed \$1,156,040.70

The Village expects to receive low-interest loan funding from the Illinois Environmental Protection Agency for the 2019 Sewer Rehabilitation Program. The scope of work includes sanitary sewer lining, manhole rehabilitation, sanitary sewer service reinstatement, and sanitary sewer point repairs. The project included both a base bid and one alternate, so that in the event bid prices were favorable, additional work could be completed under a single contract. The project was competitively bid, with four bids received. Michels Corporation of Brownsville, Wisconsin, submitted the lowest responsible bid for the base bid project in the amount of \$1,156,040.70. If approved, the Village would be responsible for paying for project costs and requesting loan reimbursement. The Illinois EPA will also need to review and approve the award of a contract after Village Board consideration. Funds would be taken from Wastewater Fund account number 83.502.02.401.

[MEMO - 2019 Sewer Rehab Contract Award](#)

[RESO - 2019 Sewer Rehab Contract Award](#)

[2019 Sewer Rehab Contract Award Recommendation](#)

[2019 Sewer Rehab Location Map](#)

- 8.h.** Resolution of the Village of Villa Park, DuPage County, Illinois Approving Final Change Order Number 1 to the Contract between the Village of Villa Park and A Lamp Concrete Contractors, Inc. for the 2018 Pavement Patching Program for a Deduction in the Amount of \$4,586.65

The Village has a contract with A Lamp Concrete Contractors, Inc. of Schaumburg, Illinois, for the 2018 Pavement Patching Program in the amount of \$198,800. Proposed final Change Order Number 1 consists of the final balancing of contract

quantities as measured in the field. The net amount of this proposed Final Change Order No. 1 is a deduction of \$4,586.65, for an adjusted final contract amount of \$194,213.35.

[MEMO - Change Order 01 \(Final\) - Memo - Pavement Patching 2018.pdf](#)

[RESO - Change Order 01 \(Final\) - Pavement Patching 2018](#)

[Contractor-Signed Change Order 01 - Pavement Patching 2018](#)

[Notice of Contract Time Suspension \(ACCEPTED\) - Pavement Patching 2018](#)

9. Public Comments on Non-Agenda Items

10. Village Clerk's Report

11. Village Trustees' Report

12. Village President's Report

13. Village Manager's Report

14. Executive Session

14.a. Pursuant to the General Provisions of the Open Meetings Act:

- a. 5ILCS 120/2 (c) (1) Personnel Matters
 - b. 5ILCS 120/2 (c) (2) Collective Bargaining Matters
 - c. 5ILCS 120/2 (c) (5) Purchase or Lease of Property
 - d. 5ILCS 120/2 (c) (6) Sale or Lease of Property
 - e. 5ILCS 120/2 (c) (11) Pending Litigation
 - f. 5ILCS 120/2 (c) (21) Discussion of Closed Session Minutes
- [8.26.19 Executive Session Agenda](#)

15. Adjournment

Next Meeting is September 9, 2019

Village Board of Trustees Agenda Item Report

Meeting Date: August 26, 2019

Submitted by: Kelly Kuechle

Submitting Department: Finance Department

Item Type: Bill Listing

Agenda Section:

Subject:

Bill Listing for the Weeks of August 12 and August 19, 2019 in the Total Amount of \$761,791.52

Suggested Action:

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[2019-0812 CY19 Weekly Check Report](#)

[2019-0819 CY19 Weekly Check Report](#)



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on August 26, 2019

Covering weekly check runs dated for:

August 12, 2019/CY19\$135,060.90

1 of 1

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "081201","WF0812"

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

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.40002 PERS PROP REPLACEMENT TAXES								
VILLA PARK PUBLIC LIBRARY	PPRT JULY19	0		TO REIMBURSE PPRT - JULY 2019	9,013.71	.00		081201
Total 10.40002 PERS PROP REPLACEMENT TAXES:					9,013.71	.00		
Total :					9,013.71	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.511.00.212 LEGAL SERVICES-POLICE								
SMITH & FULLER	2788	0		LEGAL - DUI PROSECUTION	3,560.40	.00		WF0812
Total 10.511.00.212 LEGAL SERVICES-POLICE:					3,560.40	.00		
10.511.00.299 OTHER CONTRACTUAL SERVICES								
REV.COM INC	9204185	0		BOARD MEETING TRANSCRIPTION SVCS	106.00	.00		WF0812
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					106.00	.00		
10.511.00.655 PLANNING & ZONING COMMISSION								
DAILY HERALD	23217	0		PUBLIC NOTICE PZ-19-0005	369.15	.00		WF0812
DAILY HERALD	23217	0		PUBLIC NOTICE PZ-19-0006	70.15	.00		WF0812
Total 10.511.00.655 PLANNING & ZONING COMMISSION:					439.30	.00		
Total PUBLIC AFFAIRS:					4,105.70	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.512.01.210 TELEPHONE								
SAWYER, BRIAN	REIMBJULY19	0		PERS DEVICE PHONE REIMB; JUL 2019	24.99	.00		081201
SAWYER, BRIAN	REIMBJULY19	0		PERS DEVICE USAGE REIM; JUL 2019	24.99	.00		081201
Total 10.512.01.210 TELEPHONE:					49.98	.00		
10.512.01.299 OTHER CONTRACTUAL SERVICES								
KNO2 LLC	INV00006102	0		MONTHLY LINE AND DOMESTIC PAGES	33.41	.00		081201
ONSOLVE, LLC	INV54661789347	0		CODE RED STANDARD	5,225.00	.00		081201
SAWYER, BRIAN	REIMBJULY19	0		MILEAGE REIMB; JUL 2019	27.77	.00		081201
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					5,286.18	.00		
Total MANAGER:					5,336.16	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.513.00.105 SALARIES: PART-TIME								
CONNECT SEARCH LLC	SI003934	0		TEMPORARY STAFF SERVICES	957.00	.00		081201
Total 10.513.00.105 SALARIES: PART-TIME:					957.00	.00		
10.513.00.210 TELEPHONE								
BAIG,RANA	PHONEREIMBJUN19	0		PERS DEVICE PHONE REIM; JUN 2019	24.99	.00		081201
BAIG,RANA	PHONEREIMBJUN19	0		PERS USAGE PHONE REIM; JUN 2019	24.99	.00		081201
BAIG,RANA	PHONEREIMBMAY19	0		PERS DEVICE PHONE REIM; MAY 2019	24.99	.00		081201
BAIG,RANA	PHONEREIMBMAY19	0		PERS USAGE PHONE REIM; MAY 2019	24.99	.00		081201
WACHTEL, KEVIN	JULY 19	0		PERS DEVICE PHONE REIMB; JULY 2019	24.99	.00		WF0812
WACHTEL, KEVIN	JULY 19	0		USAGE REIMBURSEMENT; JULY 2019	24.99	.00		WF0812
Total 10.513.00.210 TELEPHONE:					149.94	.00		
Total FINANCE:					1,106.94	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.514.00.230 PRINTING SERVICES								
SIR SPEEDY PRINT SIGNS MARKETIN	77534	0		FLYERS FOR CENSUS 2020	100.00	.00		WF0812
Total 10.514.00.230 PRINTING SERVICES:					100.00	.00		
10.514.00.299 OTHER CONTRACTUAL SERVICES								
CAR WASH DEVELOPMENT LLC	158	0		CD/ED CAR WASHES JULY 2019	6.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		446 N GERARD GRASS LIEN	11.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		446 N GERARD GRASS LIEN	11.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		363 N WESTMORE GRASS LIEN	11.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		363 N WESTMORE GRASS LIEN	11.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		356 MISSION CD LIEN	11.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		446 GERARD GRASS LIEN	11.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		236 N SECOND CD LIEN	12.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		36 N HARVARD CD LIEN	11.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		533 N VILLA CD LIEN	11.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		236 N SECOND CD LIEN	11.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		901 W NORTH CD LIEN	11.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		1325 S VILLA CD LIEN	11.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		232 W KENILWORTH CD LIEN	11.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		1009 W NORTH CD LIEN	11.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		941 MICHIGAN CD LIEN	11.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		531 HARVARD CD LIEN	11.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		905 W NORTH CD LIEN	11.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		905 W NORTH CD LIEN	11.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		126 N THIRD CD LIEN	11.00	.00		WF0812
DUPAGE COUNTY RECORDER	40057629-40057630	0		213 WISCONSIN CD LIEN	11.00	.00		WF0812
MUNICIPAL SYSTEMS, INC.	17973	0		CD TICKET PROGRAM JULY 2019	300.00	.00		WF0812
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					527.00	.00		
Total COMMUNITY DEVELOPMENT:					627.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.515.00.281 RENTAL OF EQUIPMENT								
MAILFINANCE	N7835872	0		QRTLY PSTG MACH RENTAL;08/24-11/23/19	609.97	.00		081201
Total 10.515.00.281 RENTAL OF EQUIPMENT:					609.97	.00		
Total CENTRAL SERVICES:					609.97	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.519.00.292 ENGINEERING SERVICES								
TERRA CONSULTING GROUP LTD	0023375-IN	0		CELL TOWER REVIEW FOR T-MOBILE	375.00	.00		081201
Total 10.519.00.292 ENGINEERING SERVICES:					375.00	.00		
Total ENGINEERING:					375.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.520.01.202 TRAINING & CONFERENCES								
ILLINOIS HOMICIDE	CONFERENCE	0		10/15-10/17 ILHIA CONF; AB,LE,DG,EG,JL,JR	1,350.00	.00		081201
Total 10.520.01.202 TRAINING & CONFERENCES:					1,350.00	.00		
10.520.01.210 TELEPHONE								
VERIZON WIRELESS	9834422633	0		DATA FOR SQUAD CAR COMPUTERS	756.27	.00		081201
Total 10.520.01.210 TELEPHONE:					756.27	.00		
10.520.01.261 INSURANCE CLAIM LOSSES								
INTERGOVERNMENTAL RISK	SALES0017603	0		POLICE	93.97	.00		081201
Total 10.520.01.261 INSURANCE CLAIM LOSSES:					93.97	.00		
10.520.01.299 OTHER CONTRACTUAL SERVICES								
MUNICIPAL SYSTEMS, INC.	17973	0		PD TICKET PROGRAM JULY 2019	650.00	.00		WF0812
MUNICIPAL SYSTEMS, INC.	17974	0		COLLECTION PROGRAM JULY 2019	200.00	.00		WF0812
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:					850.00	.00		
10.520.07.230 PRINTING SERVICES								
PRINTSMART PRINTING &	33737	0		VIDEO GAMING LICENSE STICKERS	84.70	.00		081201
Total 10.520.07.230 PRINTING SERVICES:					84.70	.00		
10.520.08.299 OTHER CONTRACTUAL SERVICES								
TRANSUNION RISK & ALTERNATIVE	797595 7/19	0		INVESTIGATIVE SERVICES; JUL 2019	50.00	.00		081201
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:					50.00	.00		
10.520.09.299 OTHER CONTRACTUAL SERVICES								
CAR WASH DEVELOPMENT LLC	159	0		PD CAR WASHES; JUL 2019	120.00	.00		081201
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					120.00	.00		
10.520.09.399 OTHER SUPPLIES								
RUTTER, DAYNA	08.06.19	0		NNO EVENT-FACE PAINTING	150.00	.00		081201
Total 10.520.09.399 OTHER SUPPLIES:					150.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
Total POLICE:					3,454.94	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.521.01.303 DUES & PUBLICATIONS								
ROTARY CLUB OF VILLA PARK	358	0		APR-JUN DUES M.BYRON	280.00	.00		081201
Total 10.521.01.303 DUES & PUBLICATIONS:					280.00	.00		
10.521.01.315 BUILDING MAINT SUPPLIES								
ACE HARDWARE, VILLA PARK	14206	0		REPAIR SUPPLIES FOR REFRIGERATOR	24.94	.00		081201
CASE LOTS INC	10504	0		PAPER TOWELS, LINER, BLEACH, DISH SOA	377.15	.00		081201
Total 10.521.01.315 BUILDING MAINT SUPPLIES:					402.09	.00		
10.521.01.399 OTHER SUPPLIES								
GORDON FOOD SERVICE INC	770211714	0		SUPPLIES FOR JULY 4TH LUNCHEON	91.34	.00		081201
GORDON FOOD SERVICE INC	770211757	0		07/04 LUNCHEON SUPPLIES	32.98	.00		081201
Total 10.521.01.399 OTHER SUPPLIES:					124.32	.00		
10.521.22.299 OTHER CONTRACTUAL SERVICES								
AIR ONE EQUIPMENT INC	146632	0		COMPRESSOR 6MOS MAINT SERVICE	630.82	.00		081201
Total 10.521.22.299 OTHER CONTRACTUAL SERVICES:					630.82	.00		
Total FIRE:					1,437.23	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.524.02.299 OTHER CONTRACTUAL SERVICES								
VINTAGE TECH LLC	20789	0		E-WASTE REMOVAL FEES	1,682.80	.00		081201
VINTAGE TECH LLC	20790	0		E-WASTE REMOVAL FEES	1,698.88	.00		081201
VINTAGE TECH LLC	20804	0		E-WASTE REMOVAL FEES	1,598.80	.00		081201
VINTAGE TECH LLC	20928	0		E-WASTE REMOVAL FEES	1,344.32	.00		081201
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:					6,324.80	.00		
Total GARBAGE:					6,324.80	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.525.25.281 RENTAL OF EQUIPMENT								
C. E. RENTALS	115473	0		YANMAR VIO#57 RENTAL	295.00	.00		081201
Total 10.525.25.281 RENTAL OF EQUIPMENT:					295.00	.00		
10.525.27.299 OTHER CONTRACTUAL SERVICES								
YORK TOWNSHIP HIGHWAY DEPT	053019	0		SNOW REMOVAL 2018-2019 WINTER SEASO	4,869.00	.00		081201
Total 10.525.27.299 OTHER CONTRACTUAL SERVICES:					4,869.00	.00		
Total STREET:					5,164.00	.00		
Total CORPORATE FUND:					37,555.45	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
28.502.01.299 OTHER CONTRACTUAL SERVICES								
V3 COMPANIES OF ILLINOIS	619363	0		PLAN REVIEW; 631 WILDWOOD AVE	194.85	.00		081201
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:					194.85	.00		
Total GENERAL:					194.85	.00		
Total TIF 4 FUND - ST. CHARLES RD:					194.85	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
35.44401 SUMMER PROGRAM REVENUE								
GIORGI, DEBBIE	91989	0		REFUND CANCELLED TRIP	16.00	.00		081201
Total 35.44401 SUMMER PROGRAM REVENUE:					16.00	.00		
Total :					16.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
35.502.01.261 INSURANCE CLAIM LOSSES								
INTERGOVERNMENTAL RISK	SALES0017603	0		RECREATION	93.00	.00		081201
Total 35.502.01.261 INSURANCE CLAIM LOSSES:					93.00	.00		
35.502.35.299 OTHER CONTRACTUAL SERVICES								
ROBOTHINK LLC	10539	0		CONTRACTUAL YOUTH CO-OP PROG.	126.00	.00		081201
SMITH, VIOLET R	07.01-08.05	0		CONTRACTUAL YOGA PROG	656.00	.00		081201
Total 35.502.35.299 OTHER CONTRACTUAL SERVICES:					782.00	.00		
35.502.36.311 PROGRAM SUPPLIES								
DESTINATION ATHLETE OF COOK/DU	1256	0		POLO SHIRTS FOR ICC/CRB STAFF	221.00	.00		081201
Total 35.502.36.311 PROGRAM SUPPLIES:					221.00	.00		
Total GENERAL:					1,096.00	.00		
Total RECREATION FUND:					1,112.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
60.502.02.105 SALARIES: PART-TIME								
GOVTEMPSUSA LLC	2825833	0		S.T. HOURS	4,032.00	.00		081201
Total 60.502.02.105 SALARIES: PART-TIME:					4,032.00	.00		
60.502.02.299 OTHER CONTRACTUAL SERVICES								
SUPERIOR ROAD STRIPING INC	711619	0	180091	2018 PAVEMENT MARKING PROGRAM	11,920.50	.00		081201
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:					11,920.50	.00		
60.502.03.292 ENGINEERING SERVICES								
ENGINEERING ENTERPRISES, INC	67138	0	190024	PRINCETON AVE. IMP PROJ PHASE III CONS	13,793.18	.00		081201
Total 60.502.03.292 ENGINEERING SERVICES:					13,793.18	.00		
Total GENERAL:					29,745.68	.00		
Total STREET IMPROVEMENT FUND:					29,745.68	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
68.502.02.292 ENGINEERING SERVICES								
V3 COMPANIES OF ILLINOIS	619364	0		PLAN REVIEW; 350 N ADDISON	97.44	.00		081201
Total 68.502.02.292 ENGINEERING SERVICES:					97.44	.00		
68.502.10.292 ENGINEERING SERVICES								
BURKE ENGINEERING LTD, CHRISTO	151271	0	180114	JACKSON POND OVERFLOW, PHASE 3 ENGI	38,216.42	.00		081201
Total 68.502.10.292 ENGINEERING SERVICES:					38,216.42	.00		
Total GENERAL:					38,313.86	.00		
Total STORMWATER BUYOUT FUND:					38,313.86	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
82.502.01.202 TRAINING & CONFERENCES								
INTERGOVERNMENTAL RISK	IVC0011257	0		PWSC; PILLAR, SCHAEDEL	117.00	.00		081201
Total 82.502.01.202 TRAINING & CONFERENCES:					117.00	.00		
82.502.02.292 ENGINEERING SERVICES								
ENGINEERING ENTERPRISES, INC	67138	0	190024	PRINCETON AVE. IMP PROJ PHASE III CONS	4,144.52	.00		081201
Total 82.502.02.292 ENGINEERING SERVICES:					4,144.52	.00		
Total GENERAL:					4,261.52	.00		
Total WATER SUPPLY FUND:					4,261.52	.00		

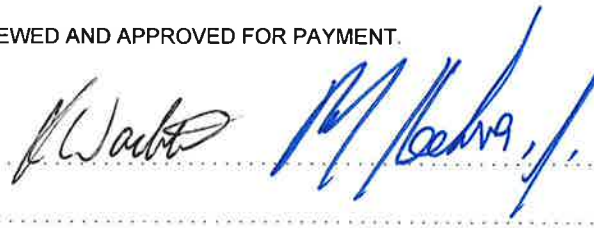
Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
83.502.01.105 SALARIES: PART-TIME								
CONNECT SEARCH LLC	SI003933	0		TEMPORARY STAFF SERVICES	990.99	.00		081201
Total 83.502.01.105 SALARIES: PART-TIME:					990.99	.00		
83.502.01.202 TRAINING & CONFERENCES								
INTERGOVERNMENTAL RISK	IVC0011266	0		PWSC; JOHNSON, VENCHUS	117.00	.00		081201
Total 83.502.01.202 TRAINING & CONFERENCES:					117.00	.00		
83.502.02.292 ENGINEERING SERVICES								
ENGINEERING ENTERPRISES, INC	67138	0	190024	PRINCETON AVE. IMP PROJ PHASE III CONS	875.76	.00		081201
Total 83.502.02.292 ENGINEERING SERVICES:					875.76	.00		
83.502.02.401 CAPITAL OUTLAY								
SCHULGEN, KEVIN	REIMBURSE	0		REIMB FOR ROW SEWER REPAIR	1,000.00	.00		081201
Total 83.502.02.401 CAPITAL OUTLAY:					1,000.00	.00		
83.502.04.292 ENGINEERING SERVICES								
ENGINEERING ENTERPRISES, INC	67138	0	190024	PRINCETON AVE. IMP PROJ PHASE III CONS	20,069.29	.00		081201
RUBINO ENGINEERING, INC	5238	0		PRINCETON MATERIAL TESTING	824.50	.00		081201
Total 83.502.04.292 ENGINEERING SERVICES:					20,893.79	.00		
Total GENERAL:					23,877.54	.00		
Total WASTEWATER FUND:					23,877.54	.00		
Grand Totals:					135,060.90	.00		

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>37,555.45</u>
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	<u>194.85</u>
RECREATION FUND	
Total RECREATION FUND:	<u>1,112.00</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>29,745.68</u>
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	<u>38,313.86</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>4,261.52</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>23,877.54</u>
Grand Totals:	<u><u>135,060.90</u></u>

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

DATE

APPROVED BY


.....
.....



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on August 26, 2019

Covering weekly check runs dated for:

August 19, 2019/CY19 \$626,730.62

1 of 1

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "081901","WF0814","WF0819"

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

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.511.00.207 APPRECIATION DINNER & AWARDS								
VPCD/ED	PETTY CASH	0		RETIREMENT GIFT; JUSKELIS	32.26	.00		081901
Total 10.511.00.207 APPRECIATION DINNER & AWARDS:					32.26	.00		
10.511.00.211 LEGAL SERVICES								
CLARK BAIRD SMITH LLP	11532	0		LEGAL - LABOR/UNION	1,137.50	.00		WF0819
ORR & ASSOC, KATHLEEN FIELD	15982	0		LEGAL SERVICES	2,375.75	.00		WF0819
ROBBINS SCHWARTZ	852890	0		LEGAL SERVICES - TN PROP VIOLATIONS	750.00	.00		WF0819
ROBBINS SCHWARTZ	852891	0		LEGAL SERVICES - FM PROP VIOLATIONS	2,529.00	.00		WF0819
ROBBINS SCHWARTZ	852892	0		LEGAL SERVICES - PROSECUTIONS	2,625.00	.00		WF0819
Total 10.511.00.211 LEGAL SERVICES:					9,417.25	.00		
10.511.00.299 OTHER CONTRACTUAL SERVICES								
CCVP	CONTRIBUTION	0		LOVE YOUR NEIGHBOR DAY CONTRIBUTIO	2,000.00	.00		081901
FEDEX	6-706-87378	0		BOARD PACKET MAILING TO ATTY	12.38	.00		WF0814
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					2,012.38	.00		
10.511.00.303 DUES & PUBLICATIONS								
CHICAGO METROPOLITAN AGENCY	FY2020-255	0		FY 2020 LOCAL CONTRIBUTION	825.12	.00		WF0819
Total 10.511.00.303 DUES & PUBLICATIONS:					825.12	.00		
10.511.00.667 COMMUNITY PRIDE COMMISSION								
GOLES, WENDEE	0056	0		FACE PAINTING PAWS ON PATH 9.2019	200.00	.00		WF0819
Total 10.511.00.667 COMMUNITY PRIDE COMMISSION:					200.00	.00		
10.511.00.671 PARKS & REC ADVISORY COMMISSI								
RUIZ, PATTY	JUL-AUG	0		PRAC RECORDING SRVCS.	150.00	.00		081901
Total 10.511.00.671 PARKS & REC ADVISORY COMMISSI:					150.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
Total PUBLIC AFFAIRS:					12,637.01	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.512.00.299 OTHER CONTRACTUAL SERVICES								
KEEHNER JR, RICH	201906RK	0		PHONE USAGE REIMB; JUNE 2019	40.00	.00		WF0819
KEEHNER JR, RICH	201906RK	0		PERS PHONE REIMB; JUNE 2019	35.89	.00		WF0819
Total 10.512.00.299 OTHER CONTRACTUAL SERVICES:					75.89	.00		
10.512.00.303 DUES & PUBLICATIONS								
ROTARY CLUB OF VILLA PARK	370	0		QUARTERLY DUES AND LUNCHES - R.KEEH	280.00	.00		WF0819
Total 10.512.00.303 DUES & PUBLICATIONS:					280.00	.00		
10.512.00.399 OTHER SUPPLIES								
ADDISON ENGRAVING INC	94074	0		NAMEPLATE G.GUTIERREZ	7.95	.00		WF0819
Total 10.512.00.399 OTHER SUPPLIES:					7.95	.00		
10.512.01.299 OTHER CONTRACTUAL SERVICES								
CURRENT TECHNOLOGIES CORP	722722	0		IT CONSULTANT- REMOTE SUPPORT	437.50	.00		081901
PORTER LEE CORPORATION	22542	0		ANNUAL SOFTWARE BEAST SYS SUPPORT	965.00	.00		081901
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					1,402.50	.00		
Total MANAGER:					1,766.34	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.514.00.299 OTHER CONTRACTUAL SERVICES								
RJS GROUP INC	20913	0	190004	CLEANING CD/ED	573.00	.00		081901
VPCD/ED	PETTY CASH	0		NATIONAL NIGHT OUT SUPPLIES	106.39	.00		081901
VPCD/ED	PETTY CASH	0		NATIONAL NIGHT OUT SUPPLIES	2.49	.00		081901
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					681.88	.00		
10.514.00.317 OFFICE SUPPLIES								
VPCD/ED	PETTY CASH	0		COFFEE	11.23	.00		081901
VPCD/ED	PETTY CASH	0		BRAKE FLUID	4.49	.00		081901
Total 10.514.00.317 OFFICE SUPPLIES:					15.72	.00		
10.514.00.399 OTHER SUPPLIES								
VPCD/ED	PETTY CASH	0		LUNCH FOR CENSUS MEETING	13.90	.00		081901
Total 10.514.00.399 OTHER SUPPLIES:					13.90	.00		
Total COMMUNITY DEVELOPMENT:					711.50	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.516.00.299 OTHER CONTRACTUAL SERVICES								
ALLIED GARAGE DOOR INC	135889	0		REPAIR TO BOTH STH, NTH HANGING DOO	2,371.76	.00		081901
ALLIED GARAGE DOOR INC	136338	0		REPAIR TO PD SALLY PORT	704.86	.00		081901
ALLIED GARAGE DOOR INC	136346	0		REPAIR TO FS#81 SW DOOR	198.00	.00		081901
PATTERSON ELECTRICAL SERVICES I	FDST	0		DISCOVER,LABEL CIRCUIT FS81,82	1,375.00	.00		081901
RJS GROUP INC	20913	0	190004	CLEANING VH, PW, PD, PARKS	4,617.00	.00		081901
SERVICE MANAGEMENT INC	1424	0		ICC IRRIGATION REPAIR	225.50	.00		081901
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					9,492.12	.00		
Total BUILDINGS & GROUNDS:					9,492.12	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.517.00.299 OTHER CONTRACTUAL SERVICES								
BEAR LANDSCAPE GROUP	6416	0		JUL MAINT. NORTH METRA	745.00	.00		081901
BEAR LANDSCAPE GROUP	6417	0		JUL MAINT. SOUTH METRA	464.29	.00		081901
RJS GROUP INC	20913	0	190004	CLEANING METRA STATION	1,031.00	.00		081901
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:					2,240.29	.00		
Total COMMUTER PARKING LOT:					2,240.29	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.518.00.215 SHOP SERVICES								
CINTAS CORPORATION #344	344218166	0		UNIFORM, TOWELS	47.30	.00		081901
Total 10.518.00.215 SHOP SERVICES:					47.30	.00		
10.518.00.309 GAS & DIESEL FUEL								
AL WARREN OIL COMPANY INC	W1242625	0		UNLEADED FUEL FOR FLEET	11,598.00	.00		081901
AL WARREN OIL COMPANY INC	W1242626	0		BIO DIESEL FOR FLEET	457.23	.00		081901
AL WARREN OIL COMPANY INC	W1242990	0		BIO DIESEL FOR FLEET	4,112.64	.00		081901
Total 10.518.00.309 GAS & DIESEL FUEL:					16,167.87	.00		
Total GARAGE:					16,215.17	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.519.00.210 TELEPHONE								
VOSKRESENSKI, VASSILI	JULY	0		PERS PHONE REIMBURSEMENT; JULY 2019	24.99	.00		081901
VOSKRESENSKI, VASSILI	JULY	0		USAGE REIMBURSEMENT; JULY 2019	24.99	.00		081901
Total 10.519.00.210 TELEPHONE:					49.98	.00		
Total ENGINEERING:					49.98	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.520.01.303 DUES & PUBLICATIONS								
ILEAS	DUES8857	0		2019 ANNUAL DUES	120.00	.00		081901
Total 10.520.01.303 DUES & PUBLICATIONS:					120.00	.00		
10.520.08.399 OTHER SUPPLIES								
LOU'S GLOVES INC	029828	0		NON-LATEX GLOVES	162.80	.00		081901
Total 10.520.08.399 OTHER SUPPLIES:					162.80	.00		
Total POLICE:					282.80	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.524.02.299 OTHER CONTRACTUAL SERVICES								
ROY STROM REFUSE REMOVAL INC	0000042776	0		TRASH AND BRUSH REMOVAL	129,334.92	.00		WF0819
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:					129,334.92	.00		
Total GARBAGE:					129,334.92	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.525.25.399 OTHER SUPPLIES								
WESTMORE SUPPLY CO	R99226	0		YARDS OF CEMENT	37.00	.00		081901
Total 10.525.25.399 OTHER SUPPLIES:					37.00	.00		
10.525.27.342 ASPHALT MIX								
DUPAGE MATERIALS COMPANY, LLC.	7094	0		2.50 TNS HIGH PERFORM COLD PATCH	350.00	.00		081901
DUPAGE MATERIALS COMPANY, LLC.	7368	0		8.97 TNS HMA SC N50 D9.5R	491.11	.00		081901
DUPAGE MATERIALS COMPANY, LLC.	7447	0		7.25 TNS HMA SC N50 D9.5R	396.94	.00		081901
DUPAGE MATERIALS COMPANY, LLC.	7495	0		9.44 TNS HMA SC N50 D9.5R	516.84	.00		081901
DUPAGE MATERIALS COMPANY, LLC.	7552	0		7.93 TNS HMA SC N50 D9.5R	434.17	.00		081901
HEALY ASPHALT CO LLC	19501	0		3.37 TNS UPM COLD MIX	461.69	.00		081901
HEALY ASPHALT CO LLC	19769	0		2.62 TNS UPM COLD MIX	358.94	.00		081901
Total 10.525.27.342 ASPHALT MIX:					3,009.69	.00		
10.525.27.399 OTHER SUPPLIES								
PRO SAFETY INC	2/862840	0		SAFETY GLASSES, RESPIRATOR	92.25	.00		081901
Total 10.525.27.399 OTHER SUPPLIES:					92.25	.00		
10.525.28.287 TREE REMOVAL & TRIMMING								
SITE ONE LANDSCAPE SUPPLY	93496213	0		MAPLE FREEMAN TREE	210.00	.00		081901
Total 10.525.28.287 TREE REMOVAL & TRIMMING:					210.00	.00		
Total STREET:					3,348.94	.00		
Total CORPORATE FUND:					176,079.07	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
26.502.01.299 OTHER CONTRACTUAL SERVICES								
BEAR LANDSCAPE GROUP	6415	0		JUL MAINT. ARDMORE STREETScape	484.38	.00		081901
Total 26.502.01.299 OTHER CONTRACTUAL SERVICES:					484.38	.00		
Total GENERAL:					484.38	.00		
Total TIF 6 FUND-NO ARDMORE/VERMONT:					484.38	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
27.502.01.292 ENGINEERING SERVICES								
WILLIAMS ARCHITECTS	19301	0		PRE-DESIGN SERVICES	822.54	.00		081901
Total 27.502.01.292 ENGINEERING SERVICES:					822.54	.00		
27.502.01.299 OTHER CONTRACTUAL SERVICES								
ORR & ASSOC, KATHLEEN FIELD	15982	0		LEGAL SERVICES - KENILWORTH TIF	129.00	.00		WF0819
Total 27.502.01.299 OTHER CONTRACTUAL SERVICES:					129.00	.00		
27.502.01.401 CAPITAL OUTLAY								
NUTOYS LEISURE PRODUCTS	49340	0	190028	OUTDOOR FURNITURE FOR DECK AT CORT	4,303.00	.00		081901
Total 27.502.01.401 CAPITAL OUTLAY:					4,303.00	.00		
Total GENERAL:					5,254.54	.00		
Total TIF 5 FUND - KENILWORTH:					5,254.54	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
28.502.01.299 OTHER CONTRACTUAL SERVICES								
ORR & ASSOC, KATHLEEN FIELD	15982	0		LEGAL SERVICES - ST CHARLES TIF	129.00	.00		WF0819
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:					129.00	.00		
Total GENERAL:					129.00	.00		
Total TIF 4 FUND - ST. CHARLES RD:					129.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
29.502.01.299 OTHER CONTRACTUAL SERVICES								
ORR & ASSOC, KATHLEEN FIELD	15982	0		LEGAL SERVICES - NORTH AVE TIF	903.00	.00		WF0819
Total 29.502.01.299 OTHER CONTRACTUAL SERVICES:					903.00	.00		
Total GENERAL ADMINISTRATION:					903.00	.00		
Total TIF 3 FUND - NORTH AVENUE:					903.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
30.502.01.299 OTHER CONTRACTUAL SERVICES								
ORR & ASSOC, KATHLEEN FIELD	15982	0		LEGAL SERVICES - OVALTINE TIF	107.50	.00		WF0819
Total 30.502.01.299 OTHER CONTRACTUAL SERVICES:					107.50	.00		
Total GENERAL:					107.50	.00		
Total TIF 2 FUND - OVALTINE:					107.50	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
33.502.02.303 DUES & PUBLICATIONS								
DUPAGE CONVENTION & VISITORS B	4129	0		ANNUAL MUNICIPALITY DUES	5,000.00	.00		WF0819
Total 33.502.02.303 DUES & PUBLICATIONS:					5,000.00	.00		
Total GENERAL:					5,000.00	.00		
Total HOTEL/MOTEL TAX FUND:					5,000.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
34.502.02.401 CAPITAL OUTLAY								
CEDAR VALLEY	1698	0		ADA CERTIFIED MULCH, WESTMORE PARK	145.00	.00		081901
Total 34.502.02.401 CAPITAL OUTLAY:					145.00	.00		
34.502.02.601 CONTRIBUTIONS								
NEDSRA	2019-01	0		2019 PROPERTY TAX COLLECTIONS	114,842.33	.00		WF0819
Total 34.502.02.601 CONTRIBUTIONS:					114,842.33	.00		
Total GENERAL:					114,987.33	.00		
Total NEDSRA FUND:					114,987.33	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
35.210508 ESCROW: REC RENTAL DEPOSITS								
WILLIAMS, DOMINIQUE	REFUND	0		ROOM RENTAL REFUND	187.50	.00		081901
Total 35.210508 ESCROW: REC RENTAL DEPOSITS:					187.50	.00		
Total :					187.50	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
35.502.01.205 POSTAGE								
VPRD CRB	PETTY CASH 7-19-1	0		POSTAGE FOR RETURNED GOLDEN TIMES	5.40	.00		081901
VPRD ICC	PETTY CASH 7-19	0		POSTAGE FOR RETURNED GOLDEN TIMES	4.00	.00		081901
Total 35.502.01.205 POSTAGE:					9.40	.00		
35.502.35.204 TRANSPORTATION								
FIRST STUDENT INC.	9300644	0		TRANSPORTATION 07.10 CAMP TRIP	371.00	.00		081901
FIRST STUDENT INC.	9303681	0		TRANSPORTATION 07.17 CAMP TRIP	728.75	.00		081901
Total 35.502.35.204 TRANSPORTATION:					1,099.75	.00		
35.502.35.297 OFFICIATING SERVICES								
PANEK, BRIAN	07.2019	0		SOFTBALL LEAGUE UMPIRE SRVCS.	1,014.00	.00		081901
Total 35.502.35.297 OFFICIATING SERVICES:					1,014.00	.00		
35.502.35.311 PROGRAM SUPPLIES								
GORDON FOOD SERVICE INC	770210998	0		FOOD FOR SENIOR LUNCHEON	25.98	.00		081901
GORDON FOOD SERVICE INC	770212224	0		SNACKS TO BE SOLD AT POOL CONCE.	121.55	.00		081901
STAR PRO SHOP	2793	0		SOFTBALL LEAGUE TROPHIES	276.00	.00		081901
VPRD CRB	PETTY CASH 7-19-1	0		SUPPLIES FOR BIRTHDAY BUNCH&LUNCH	19.32	.00		081901
VPRD CRB	PETTY CASH 7-19-1	0		ADMISSION TO UKRAINIAN MUSEUM	5.00	.00		081901
VPRD ICC	PETTY CASH 7-19	0		SUPPLIES FOR BIRTHDAY BUNCH&LUNCH	6.45	.00		081901
VPRD ICC	PETTY CASH 7-19	0		OFFICE SUPPLIES	14.99	.00		081901
VPRD ICC	PETTY CASH 7-19	0		SENIOR SUPPLIES	4.00	.00		081901
VPRD ICC	PETTY CASH 7-19	0		ADMISSION TO HALIM TIME & GLASS	13.00	.00		081901
VPRD ICC	PETTY CASH 7-19	0		SENIOR SUPPLIES	3.00	.00		081901
Total 35.502.35.311 PROGRAM SUPPLIES:					489.29	.00		
35.502.36.299 OTHER CONTRACTUAL SERVICES								
ADDISON PARK DISTRICT	20-998	0		CONTRACTUAL INDOOR SWIM PROG.	202.50	.00		081901
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					202.50	.00		
35.502.36.311 PROGRAM SUPPLIES								
VPRD CRB	PETTY CASH 7-19-1	0		ADMISSION TO GALOS CAVES	10.00	.00		081901
VPRD ICC	PETTY CASH 7-19	0		ADMISSION FOR MOOSEHEART BUS TRIP	60.00	.00		081901
VPRD ICC	PETTY CASH 7-19	0		ADMISSION TO ART INSTITUTE	16.00	.00		081901
VPRD ICC	PETTY CASH 7-19	0		SENIOR SUPPLIES	5.00	.00		081901

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
VPRD ICC	PETTY CASH 7-19	0		SUPPLIES FOR BIRTHDAY BUNCH&LUNCH	10.80	.00		081901
VPRD ICC	PETTY CASH 7-19	0		ADMISSION TO MITCHELL MUSEUM	6.00	.00		081901
VPRD ICC	PETTY CASH 7-19	0		ADMISSION TO RIVERBOAT BUS TRIP	8.50	.00		081901
VPRD ICC	PETTY CASH 7-19	0		ADMISSION TO DANK HOUSE BUS TRIP	5.00	.00		081901
VPRD ICC	PETTY CASH 7-19	0		ADMISSION FOR MOSSEHEART BUS TRIP	20.00	.00		081901
Total 35.502.36.311 PROGRAM SUPPLIES:					141.30	.00		
Total GENERAL:					2,956.24	.00		
Total RECREATION FUND:					3,143.74	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
36.502.02.299 OTHER CONTRACTUAL SERVICES								
BEAR LANDSCAPE GROUP	6418	0		JUL MAINT. NORTH AVE MEDIANS	950.00	.00		081901
ROLLINS AQUATIC SOLUTIONS INC	19650	0		AUG MAINT. POND SRVC.	259.00	.00		081901
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:					1,209.00	.00		
36.502.02.304 GROUNDS SUPPLIES								
DUPAGE TOPSOIL INC	48579	0		SEMI PULV DIRT, WESTMORE PARK	345.00	.00		081901
Total 36.502.02.304 GROUNDS SUPPLIES:					345.00	.00		
36.502.02.325 GENERAL EQUIPMENT PARTS								
TERRACE SUPPLY COMPANY	1002896	0		JUL WELDING TANK RENTAL	19.53	.00		081901
TERRACE SUPPLY COMPANY	1002897	0		JUL WELDING TANK RENTAL	19.53	.00		081901
TERRACE SUPPLY COMPANY	1002898	0		JUL WELDING TANK RENTAL	20.46	.00		081901
TERRACE SUPPLY COMPANY	998965	0		MAR WELDING TANK RENTAL	19.53	.00		081901
TERRACE SUPPLY COMPANY	998966	0		MAR WELDING TANK RENTAL	19.53	.00		081901
TERRACE SUPPLY COMPANY	998967	0		MAR WELDING TANK RENTAL	20.46	.00		081901
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:					119.04	.00		
Total GENERAL:					1,673.04	.00		
Total PARKS FUND:					1,673.04	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
41.502.02.311 PROGRAM SUPPLIES								
ACE HARDWARE, VILLA PARK	14327	0		POOL CHAIN FOR FENCE LOCK	8.99	.00		081901
GORDON FOOD SERVICE INC	770211533	0		SNACKS TO BE SOLD AT POOL CONCE.	59.75	.00		081901
Total 41.502.02.311 PROGRAM SUPPLIES:					68.74	.00		
41.502.03.302 CHEMICALS								
AQUA PURE ENTERPRISES INC	120786	0		SODIUM THIOSULFATE POOL CHEMICAL	964.54	.00		081901
Total 41.502.03.302 CHEMICALS:					964.54	.00		
Total GENERAL:					1,033.28	.00		
Total SWIMMING POOL FUND:					1,033.28	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
60.502.03.292 ENGINEERING SERVICES								
HANCOCK ENGINEERING CO, EDWIN	19-0625	0	180087	MAPLE AREA SEWER SEPARATION, PHASE	562.32	.00		081901
Total 60.502.03.292 ENGINEERING SERVICES:					562.32	.00		
60.502.10.292 ENGINEERING SERVICES								
HANCOCK ENGINEERING CO, EDWIN	19-0625	0	180087	MAPLE AREA SEWER SEPARATION, PHASE	9,032.87	.00		081901
Total 60.502.10.292 ENGINEERING SERVICES:					9,032.87	.00		
60.502.10.299 OTHER CONTRACTUAL SERVICES								
ENGINEERING SOLUTIONS TEAM	190001-5	0	190001	ST. CHARLES ROAD BRIDGE, LAND ACQUISI	536.50	.00		081901
Total 60.502.10.299 OTHER CONTRACTUAL SERVICES:					536.50	.00		
Total GENERAL:					10,131.69	.00		
Total STREET IMPROVEMENT FUND:					10,131.69	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
64.210518 ESCROW: SIDEWALKS								
DIX, MICHELLE	PRFW19-525	0		SIDEWALK BOND RLS; 408 N YALE	675.00	.00		081901
Total 64.210518 ESCROW: SIDEWALKS:					675.00	.00		
Total :					675.00	.00		
Total CAPITAL PROJECTS FUND:					675.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
68.502.10.292 ENGINEERING SERVICES								
HANCOCK ENGINEERING CO, EDWIN	19-0625	0	180087	MAPLE AREA SEWER SEPARATION, PHASE	18,197.06	.00		081901
Total 68.502.10.292 ENGINEERING SERVICES:					18,197.06	.00		
Total GENERAL:					18,197.06	.00		
Total STORMWATER BUYOUT FUND:					18,197.06	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
82.502.01.271 MAINT OF RADIO EQUIPMENT								
ILLINOIS COMMUNICATIONS SALES	80001265	0		MAINTENANCE OF COMMUNICATION SYSTE	505.50	.00		081901
Total 82.502.01.271 MAINT OF RADIO EQUIPMENT:					505.50	.00		
82.502.01.321 PURCHASE OF WATER								
DUPAGE WATER COMMISSION	JUL2019WATER	0		WATER COSTS; JUL 2019	249,220.65	.00		081901
Total 82.502.01.321 PURCHASE OF WATER:					249,220.65	.00		
82.502.02.292 ENGINEERING SERVICES								
HANCOCK ENGINEERING CO, EDWIN	19-0625	0	180087	MAPLE AREA SEWER SEPARATION, PHASE	9,423.00	.00		081901
Total 82.502.02.292 ENGINEERING SERVICES:					9,423.00	.00		
82.502.02.293 LABORATORY TESTING								
ETP LABS INC	19-133955	0		WATER SAMPLES	229.50	.00		081901
PDC LABORATORIES INC	19377917	0		WATER SAMPLES	400.00	.00		081901
Total 82.502.02.293 LABORATORY TESTING:					629.50	.00		
82.502.02.342 ASPHALT MIX								
DUPAGE MATERIALS COMPANY, LLC.	7470	0		7.12 TNS HMA SC N50 D9.5R	389.82	.00		081901
Total 82.502.02.342 ASPHALT MIX:					389.82	.00		
82.502.02.344 CONCRETE - REDI MIX								
WESTMORE SUPPLY CO	R98855	0		YARDS OF CEMENT	3,352.50	.00		081901
Total 82.502.02.344 CONCRETE - REDI MIX:					3,352.50	.00		
82.502.02.351 VALVES								
GREAT LAKES CONCRETE LLC	234426	0		CONCRETE CASTING FOR VALVE VAULT	205.00	.00		081901
ZIEBELL WATER SERVICE	246497	0		VALVES FOR STOCK	2,676.00	.00		081901
Total 82.502.02.351 VALVES:					2,881.00	.00		
82.502.02.352 WATERMAIN REPAIR PARTS								
ZIEBELL WATER SERVICE	246498	0		WATER METER PARTS FOR STOCK	2,266.00	.00		081901

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
Total 82.502.02.352 WATERMAIN REPAIR PARTS:					2,266.00	.00		
82.502.02.353 SERVICE CONNECTION MATERIALS								
CORE & MAIN	K877625	0		SERVICE LINE STOCK	1,430.15	.00		081901
CORE & MAIN	K877736	0		SERVICE LINE MATERIALS	1,690.00	.00		081901
Total 82.502.02.353 SERVICE CONNECTION MATERIALS:					3,120.15	.00		
82.502.02.355 FIRE HYDRANT REPAIR PARTS								
ZIEBELL WATER SERVICE	246499	0		HYDRANT PARTS	279.50	.00		081901
Total 82.502.02.355 FIRE HYDRANT REPAIR PARTS:					279.50	.00		
82.502.02.399 OTHER SUPPLIES								
ACE HARDWARE, VILLA PARK	13592	0		PIPE CUTTER	36.28	.00		081901
Total 82.502.02.399 OTHER SUPPLIES:					36.28	.00		
Total GENERAL:					272,103.90	.00		
Total WATER SUPPLY FUND:					272,103.90	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
83.502.02.292 ENGINEERING SERVICES								
HANCOCK ENGINEERING CO, EDWIN	19-0625	0	180087	MAPLE AREA SEWER SEPARATION, PHASE	7,146.75	.00		081901
Total 83.502.02.292 ENGINEERING SERVICES:					7,146.75	.00		
83.502.02.299 OTHER CONTRACTUAL SERVICES								
FLOW TECHNICS	INV000007437	0		REPAIR SSO PUMP AT WWFTF	1,365.00	.00		081901
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:					1,365.00	.00		
83.502.02.344 CONCRETE - REDI MIX								
WESTMORE SUPPLY CO	R98855	0		YARDS OF CEMENT	3,083.75	.00		081901
WESTMORE SUPPLY CO	R99226	0		YARDS OF CEMENT	3,131.25	.00		081901
Total 83.502.02.344 CONCRETE - REDI MIX:					6,215.00	.00		
83.502.02.399 OTHER SUPPLIES								
USA BLUEBOOK	887748	0		SAMPLE/PH PACKETS	101.34	.00		081901
Total 83.502.02.399 OTHER SUPPLIES:					101.34	.00		
83.502.02.401 CAPITAL OUTLAY								
RUSSELL, LORRAINE	940 S MICHIGAN	0		REIMB STAIRWELL DRAIN REROUTE	1,000.00	.00		081901
VANKOLLENBURG, MARY	531 S YALE	0		REIMB FOR ROW SEWER REPAIR	1,000.00	.00		081901
Total 83.502.02.401 CAPITAL OUTLAY:					2,000.00	.00		
Total GENERAL:					16,828.09	.00		
Total WASTEWATER FUND:					16,828.09	.00		
Grand Totals:					626,730.62	.00		

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	176,079.07
TIF 6 FUND-NO ARDMORE/VERMONT	
Total TIF 6 FUND-NO ARDMORE/VERMONT:	484.38
TIF 5 FUND - KENILWORTH	
Total TIF 5 FUND - KENILWORTH:	5,254.54
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	129.00
TIF 3 FUND - NORTH AVENUE	
Total TIF 3 FUND - NORTH AVENUE:	903.00
TIF 2 FUND - OVALTINE	
Total TIF 2 FUND - OVALTINE:	107.50
HOTEL/MOTEL TAX FUND	
Total HOTEL/MOTEL TAX FUND:	5,000.00
NEDSRA FUND	
Total NEDSRA FUND:	114,987.33
RECREATION FUND	
Total RECREATION FUND:	3,143.74
PARKS FUND	
Total PARKS FUND:	1,673.04
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	1,033.28

	<u>Amount Paid</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>10,131.69</u>
CAPITAL PROJECTS FUND	
Total CAPITAL PROJECTS FUND:	<u>675.00</u>
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	<u>18,197.06</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>272,103.90</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>16,828.09</u>
Grand Totals:	<u><u>626,730.62</u></u>

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

DATE

APPROVED BY



Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "081901","WF0814","WF0819"

Village Board of Trustees Agenda Item Report

Meeting Date: August 26, 2019

Submitted by: Hosanna Korynecky

Submitting Department: Village Board

Item Type: Minutes

Agenda Section:

Subject:

Minutes from the Board Meeting Held on August 12, 2019

Suggested Action:

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[Minutes Aug 12, 2019](#)

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

Village Board of Trustees Minutes

August 12, 2019

7:00 PM

Village President Albert Bulthuis
Village Clerk Hosanna Korynecky
Village Trustees:

David Cilella, Nick Cuzzone, Christine Murphy, Kevin Patrick, Cheryl Tucker, and Robert Wagner

MINUTES OF THE FORMAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON AUGUST 12, 2019

PRESENT: Trustees Cilella, Cuzzone, Murphy, Patrick, Tucker, Wagner and President Bulthuis.

ALSO PRESENT: Attorney Orr, Manager Keehner and Clerk Korynecky.

1. Call to Order – Roll Call.

President Bulthuis called the meeting to order and Clerk Korynecky called the roll.

2. Pledge of Allegiance.

Calvin Fleming with Boy Scout Troop 119 led the Pledge of Allegiance and Trustee Wagner said the prayer.

3. Public Comments on Agenda items.

There were no participants.

4. Amendments to the Agenda.

5. Presentations.

Parks and Recreation Feasibility Study Results Presentation.

Leon Younger with PROS Consulting presented the results of the Parks and Recreation Feasibility Study. He also responded to questions from resident Holly Sloan. Parks and Recreation Director Gola, Superintendent of Recreation Gina Racanelli and Leon Younger responded to questions from the board and provided additional clarification.

6. Appointments to Boards and Commissions.

6.a. Environmental Concerns Commission.

Adam Hudson (A) 8/12/2019 – 4/30/2022

6.b. Community Pride Commission.

Adam Hudson (A) 8/12/2019 – 4/30/2022

6.c. Traffic & Safety Commission.

Grace Visser (A) 8/12/2019 – 4/30/2022

6.d. Parks and Recreation Advisory Commission.

Robert Allan (A) 8/12/2019 – 4/30/2020

Motion to approve the appointments was made by Trustee Wagner and seconded by Trustee Cilella. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Cuzzone, Patrick, Murphy, Wagner, Cilella and President Bulthuis. There were no nays. Trustee Tucker abstained. Motion carried.

7. Consent Agenda.

7.a. Minutes from the Board Meeting Held on July 22, 2019.

7.b. Bill Listing for the Weeks of July 22, July 29 and August 5, 2019, in the Total Amount of \$1,431,743.59.

Motion to approve Consent Agenda was made by Trustee Cuzzone and seconded by Trustee Wagner. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Patrick, Tucker, Cilella, Murphy, Cuzzone, Wagner and President Bulthuis. There were no nays. Motion carried.

8. Second Reading on Ordinances to be Codified.

Second and Final Reading of an Ordinance of the Village of Villa Park, DuPage County, Illinois, Adopting New Traffic Study Guidelines.

Traffic studies are an important component of property developments. Traffic studies evaluate existing traffic volumes and patterns along adjacent roadways and estimate traffic changes which may result from a proposed development. This information is critical in designing site plans that promote safety and minimize traffic delays. Village staff has prepared updated traffic study regulations to better ensure that new developments can function adequately without safety issues or additional traffic congestion. Public Works and Community Development staff request that the Village Board approve the ordinance adopting these new Traffic Study Regulations.

Motion to approve the Ordinance was made by Trustee Wagner and seconded by Trustee Cuzzone. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Cilella, Murphy, Tucker, Patrick, Wagner, Cuzzone and President Bulthuis. There were no nays. Motion carried.

9. Ordinances.

9.a. Ordinance Authorizing and Providing for the Issue of \$2,735,000.00 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2019A, of the Village of Villa Park, DuPage County, Illinois, for the Purpose of Financing Certain Village-Wide Stormwater Public Infrastructure Projects, Including, but not Limited to, Stormwater Drainage Improvements in Connection with the Jackson Pond Improvement Project, the Astor Court/Myrtle Avenue Improvement Project and a Portion of the Michigan Avenue Improvement Project (Madison Street to Jackson Street) Within the Village; Prescribing the Details of Said Bonds; Providing for the Imposition of Taxes Sufficient to Pay the Same and for the Collection, Segregation and Application of Certain Village Revenues to Pay Said Bonds.

This ordinance will approve the third and final tranche of Stormwater alternate revenue bonds to be used for the stormwater projects. Pricing for the bonds will occur on Monday, August 12, based on market conditions. If the market provides fair and favorable rates as expected (there is no reason to believe that it will not), the Village Board will be asked to approve a version of the attached ordinance that will be populated with priced bond information. Speer Financial, the Village's financial advisor, will be able to advise if the rates and structure are in the Village's best interest. The bonds are expected to close in late August.

Motion to approve the ordinance was made by Trustee Wagner and seconded by Trustee Cilella. Finance Director Wachtel provided additional details and responded to questions from the board. Roll call vote tallied seven (7) ayes made by Trustees Cuzzone, Tucker, Patrick, Murphy, Cilella, Wagner and President Bulthuis. There were no nays. Motion carried.

9.b. Ordinance Providing for the Issuance of \$4,745,000.00 General Obligation Bonds, Series 2019B, of the Village of Villa Park, DuPage County, Illinois, the Proceeds of Which will be Used for the Purpose of Paying for Costs of Certain Street and Related Improvements in the Village and Costs Related Thereto and to the Issuance of Such Bonds, and Providing for the Levy and Collection of a Direct Annual Tax for the Payment of the Principal of and Interest on Said Bonds.

This ordinance will approve the third and final tranche of road referendum bonds, which were approved by voters in November 2014. Pricing for the bonds will occur on Monday, August 12, based on market conditions. If the market provides fair and favorable rates as expected (there is no reason to believe that it will not), the Village Board will be asked to approve a version of the attached ordinance that will be populated with priced bond information. Speer Financial, the Village's financial advisor, will be able to advise if the rates and structure are in the Village's best interest. The bonds are expected to close in late August.

Motion to approve the ordinance was made by Trustee Cuzzone and seconded by Trustee Wagner. Director Wachtel provided additional details. Roll call vote tallied seven (7) ayes made by Trustees Murphy, Tucker, Patrick, Cilella, Wagner Cuzzone and President Bulthuis. There were no nays. Motion carried.

10. Public Comments on Non-Agenda Items.

Lions Club member, Kevin Wachtel, announced a Lions Club 50/50 raffle that will be used for Willowbrook High School scholarships and Lions Club charities. Tickets will be sold in August and September.

11. Village Clerk's Report.

Clerk Korynecky had no report or recommendations.

12. Village Trustees' Report.

Trustee Patrick had no report or recommendations.

Trustee Cilella thanked Police and Fire for the recent Night Out event and asked for updates on the St. Charles Road Bridge and Ardmore Avenue railroad tracks. Village Engineer Kevin Mantels provided updates on work being done. Trustee Cuzzone asked about work being delayed on the Michigan Avenue project. Village Engineer Mantels said the section between Kenilworth and Central had not yet gone out to bid.

Trustee Wagner said the Traffic and Safety Commission will meet on August 13 at 8 p.m. at Village Hall. He reminded residents about Love Your Neighbor Day on September 28. To volunteer, go to www.ccvponline.net. He said anyone interested in using solar panels can attend Solarize at the Iowa Community Center on August 27 in room 10 from 7 to 9 p.m. He also thanked the Community Pride Commission on their recent sidewalk party.

Trustee Tucker said the Parks and Recreation Advisory Commission will meet on August 13 at 7 p.m. at the Iowa Community Center. She said Jefferson Pool hours will be 4 to 8 beginning August 14. She reminded residents about the August concerts at Cortesi Veterans Memorial Park on Wednesdays at 6:30 p.m. She announced Big Rigs at Cortesi Veterans Memorial Park on August 17 from 10 a.m. to 12 noon and the Easter Seals helicopter ball drop fundraiser at Lions Park at 12:30 p.m.

Trustee Murphy announced the 50th anniversary of Mike's Meat Market and their cook-out in front of their store every Saturday in August. She said Inland Bank will host a shredding event on August 24. She thanked Trustee Wagner for directing her to the York Township Recycling Center that accepts items at no charge.

13. Village President's Report.

President Bulthuis had no report or recommendations.

14. Village Manager's Report.

Manager Keehner said the next Village electronic recycling event will be on Saturday, August 17 from 9 a.m. to 12 noon. He also introduced new Village Communications Specialist Gaby Gutierrez.

15. Adjournment.

Motion to adjourn was made by Trustee Cuzzone and seconded by Trustee Cilella. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 8:25 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting is August 26, 2019.

Village Board of Trustees Agenda Item Report

Meeting Date: August 26, 2019

Submitted by: Kevin Wachtel

Submitting Department: Finance Department

Item Type: Ordinances

Agenda Section:

Subject:

First Reading of an Ordinance of The Village of Villa Park, DuPage County, Illinois Amending the Villa Park Municipal Code Setting Fees For Liquor Licenses

Suggested Action:

Application and renewal fees for liquor licenses have not been changed since 1992. For nearly all classes of licenses, Villa Park has the lowest fees of all of our surrounding communities. Staff recommends updating the Original Issuance Fee and Annual Renewal Fees for our liquor licenses, which will bring our liquor license fees to approximately the average of the immediate area. Going forward, liquor license fees will adjust annually with the CPI-U.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - Liquor License Rate Change](#)

[Various Liquor Spreadsheet](#)

[ORD - Liquor License Fees](#)

Memo

Date: August 16, 2019

To: President Bulthuis and Board of Trustees

From: Kevin Wachtel, Finance Director

Cc: Richard Keehner, Village Manager

RE: Ordinance to update liquor license fees

The Village's liquor license fee rates have remain unchanged since 1992. Since that time, a few new categories have been added, but the fees have not been updated.

Staff has reviewed fees for adjacent communities (Villa Park, Elmhurst, Lombard, Addison and Glendale Heights) and identified the annual license for like classes. Villa Park's license rates are currently the lowest of the five comparison communities in 14 of the 20 classes. For the categories that we are not the lowest, we currently have the second lowest rate.

The recommended rates are approximately the average rates for similar classes of our neighboring communities. The only notable exceptions is for Class EE, Restaurant beer and wine because the average would be the same rate as Class E, Restaurant beer only. We selected \$2,000 to be the middle rate between Restaurant Unrestricted (\$2,500) and Restaurant beer only (\$1,500)

Since 1992, inflation has increased by 82%. That is, \$100 dollars in 1992 is equivalent to \$182 in 2019. Staff recommends adjusting the liquor license application fees and renewal rates to approximately the average license fee of our surrounding communities. Further, we recommend that the annual license fee is adjusted each year by CPI-U, which is the same metric that adjusts the property tax cap.

For all classes that require an Original Issuance Fee, that fee is the same as the annual renewal fee.

Current License Rates, August 2019

		Oak Brook						Recommendation
		Villa Park	Lombard	Addison	Elmhurst	Terrace	Glendale Heights	
Class AAA	Tavern beer & wine only	1,450.00	1,000.00	2,062.00	2,549.00		1,975.00	1,896.50
Class AA	Tavern unrestricted	1,750.00	3,000.00	2,737.00	2,549.00	2,800.00	3,200.00	2,857.20
Class A	Tavern restricted	1,450.00	3,000.00	2,062.00	2,549.00		3,000.00	2,652.75
Class B	Package	1,500.00	2,000.00	2,062.00	2,837.00	2,900.00	2,750.00	2,509.80
Class C	Club	500.00	800.00	100.00	850.00	1,100.00	600.00	690.00
Class D	Full package, grocery or drug	1,450.00	2,000.00	2,062.00	2,837.00		2,750.00	2,412.25
Class D-1	Full package convenience store	1,450.00	2,000.00	2,062.00	2,549.00		1,900.00	2,127.75
Class E	Restaurant beer only	1,250.00	1,000.00	2,062.00				1,531.00
Class EEE	Restaurant unrestricted	1,500.00	3,000.00	2,062.00	2,549.00	2,800.00	2,250.00	2,532.20
Class EE	Restaurant beer and wine only	1,450.00	1,000.00	2,062.00		1,540.00		1,534.00
Class F	Package beer only	625.00						-
Class G	Special events (per day)	75.00	50.00	50.00	82.00	100.00	50.00	66.40
Class H	Package grocery or drug store beer & wine only	1,050.00	1,500.00	2,062.00	2,549.00	1,760.00	1,600.00	1,894.20
Class I	Restaurant sit-down bar	1,750.00	3,000.00	2,062.00	2,549.00	2,800.00	3,000.00	2,682.20
Class J	Park district	no fee	no fee	no fee	no fee		no fee	-
Class K	sampling	10/day	50/day					50.00
Class K-1	sampling	500 or 300 with Class H license	1,000.00					1,000.00
Class X	Exhibition hall	1,750 for master license + 50 for 1day and 100 for 2-7day	3,000.00	2,338.00				2,669.00
Class Y	Billiards room/café/lounge	2,000.00	3,000.00	2,338.00				2,669.00
Class Z	Family entertainment center	2,000.00	3,000.00	2,338.00				2,669.00

Red cells = lowest in class

Green cells = highest in class

Recommended rates and comparisons

					<i>Recommendation</i>	Current license count	
		Recommendation	Dollar change	percent change	<i>CPI Adjusted</i> Rate		<i>under (over) CPI</i> Adjusted Rate
Class AAA	Tavern beer &wine only	1,900.00	450.00	31%	2,642.88	742.88	0
Class AA	Tavern unrestricted	3,000.00	1,250.00	71%	3,189.69	189.69	7
Class A	Tavern restricted	2,500.00	1,050.00	72%	2,642.88	142.88	4
Class B	Package	2,500.00	1,000.00	67%	2,734.02	234.02	8
Class C	Club	750.00	250.00	50%	911.34	161.34	1
Class D	Full package, grocery or drug	2,400.00	950.00	66%	2,642.88	242.88	8
Class D-1	Full package convenience store	2,100.00	650.00	45%	2,642.88	542.88	2
Class E	Restaurant beer only	1,500.00	250.00	20%	2,278.35	778.35	0
Class EEE	Restaurant unrestricted	2,500.00	1,000.00	67%	2,734.02	234.02	6
Class EE	Restaurant beer and wine only	2,000.00	550.00	38%	2,642.88	642.88	8
Class F	Package beer only	1,000.00	375.00	60%	1,139.17	139.17	0
Class G	Special events (per day)	75.00	-	0%	136.70	61.70	0
Class H	Package grocery or drug store beer & wine only	2,000.00	950.00	90%	1,913.81	(86.19)	6
Class I	Restaurant sit-down bar	2,750.00	1,000.00	57%	3,189.69	439.69	10
Class J	Park district	-	-	0%		-	1
Class K	sampling	10.00	-	0%	18.23	8.23	
Class K-1	sampling	1,000.00	500.00	100%	911.34	(88.66)	1
Class X	Exhibition hall	2,700.00	950.00	54%	3,189.69	489.69	1
Class Y	Billiards room/café/lounge	2,700.00	700.00	35%	3,645.36	945.36	0
Class Z	Family entertainment center	2,700.00	700.00	35%	3,645.36	945.36	1

CPI-U

1992 138.10

2019 251.712

Percent Change 82%

Ordinance No. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS
AMENDING THE VILLA PARK MUNICIPAL CODE SETTING FEES
FOR LIQUOR LICENSES**

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, Article IV of the Liquor Control Act (235 ILCS 5/4-1) authorizes the Village to determine the number, kind and classification of licenses for the retail sale of alcoholic liquor and the amount of the license fees to be paid for and the kind of licenses to be issued; and,

WHEREAS, the Village has not increased either the initial issuance fee or the annual fee for liquor licenses since 1992 and believes it to be in the best interest of the Village to adjust its fees to be commensurate with the municipalities in the area.

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 Villa Park Municipal Code is hereby be amended by deleting Section 3-314 of Chapter 3, Article III in its entirety and inserting the following in lieu thereof:

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

C	<i>Club:</i> Class C licenses shall authorize the sale at retail of alcoholic liquors by a bona fide social or fraternal organization or club organized under the laws of the state, and not for pecuniary profit, solely for the promotion of some common object other than the sale or consumption of alcoholic liquors, to its members, their guests, and/or functions officially sanctioned by the organization or club, for consumption with the premises maintained by the club.	\$ 750.00
D	<i>Full package, grocery or drug store:</i> Class D licenses shall authorize the sale at retail of alcoholic liquors, and only in the original packages, by persons engaged in the sale of foods and foodstuffs, commonly known as grocers or groceries and only as an incident to such drug or grocery business and not to be consumed on the premises described in the license.	\$2,400.00
D-1	<i>Full package, convenience store:</i> Class D-1 licenses shall authorize the sale at retail of alcoholic liquors on the premises specified in their original package and not for consumption on the premises of a retail establishment commonly known as a convenience store subject to the following conditions and restrictions: 1. That the premises shall be a convenience store which primarily sells food, beverages and convenience items often in conjunction with other uses such as a filling station or restaurant which other uses shall be considered the principal use, 2. The total floor and cooler space dedicated for the display of alcoholic liquor is limited to not more than twenty (20) percent of the gross floor area of the convenience store, 3. The display area of alcoholic beverages shall be compact and confined in a single area approved by the local liquor control commissioner, 4. Wine and spirits shall not be sold in containers less than 750 ml, 5. Beer shall not be sold in quantities of less than four (4) cans or bottles to any customer, 6. Each transaction for the sale of alcoholic liquor shall be with point-of-sale equipment that shall scan the identification of the customer as to verify age, 7. Window signs used for advertising the sale of alcoholic liquor shall be limited to twenty (20) percent of the permitted total window sign area.	\$2,100.00
EEE	<i>Restaurant, unrestricted:</i> Class EEE licenses shall authorize the sale at retail in restaurants of alcoholic liquors to patrons at tables on the premises described in said license.	\$2,500.00

	Patrons are to be served only if they are seated at a table. The alcoholic beverages are to be consumed only in the portion of the premises described in the license in which food is ordered and served to patrons, and then only as part of the food ordered by and served to said patrons provided that the sale of liquor produces less than fifty (50) percent of the total gross receipts for such restaurant.	
EE	<i>Restaurant, restricted, beer and wine only:</i> Class EE licenses shall authorize the sale at retail in restaurants of beer and wine only to patrons at tables on the premises described in said license. Patrons are to be served only if they are seated at a table. The alcoholic beverages are to be consumed only in the portion of the premises described in the license in which food is ordered and served to patrons, and then only as part of the food ordered by and served to said patrons provided that the sale of liquor produces less than fifty (50) per cent of the total gross receipts for such restaurant.	\$2,000.00
E	<i>Restaurant, restricted, beer only:</i> Class E licenses shall authorize the sale at retail in restaurants of beer only to patrons at tables on the premises described in said license. Patrons are to be served only if they are seated at a table. The beer is to be consumed only in that portion of the premises described in the license, in which food is served to patrons, and then only as part of the food ordered by and served to patrons, provided further that the sale of beer produces less than fifty (50) per cent of the total gross receipts for such restaurants.	\$1,500.00
F	<i>Package, restricted, beer only:</i> Class F licenses shall authorize the sale at retail of beer only, and only in the original packages, by persons engaged in the sale of foods and foodstuffs, commonly known as grocers or groceries and only as an incident to such drug or grocery business and not to be consumed on the premises described in the license.	\$1,000.00
G	<i>Special events, by the day:</i> Class G licenses shall authorize the sale at retail of beer and wine only by a bona fide educational, fraternal, political, civic, religious, or nonprofit organization only, and only on special occasions, and only for consumption on the premises described in the license, and only on the specific dates designated in the license. Such license may be issued by the local liquor control commissioner, but only upon evidence of proper liquor liability insurance coverage.	\$75.00 per day
H	<i>Package, grocery or drug store:</i> Class H licenses shall authorize the sale at retail of beer and wine only, and only	\$2,000.00

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	in original packages, and in no event to be consumed on the premises described in the application of said license.	
I	<i>Restaurant sit-down bar, unrestricted:</i> Class I licenses shall authorize the sale at retail of alcoholic liquor in restaurants to patrons, the same to be consumed by patrons only at tables or at a bar on the premises described in said license. Patrons are to be served only if they are seated at a table or at a bar.	\$2,750.00
J	<i>Municipal and/or park district, restricted:</i> Class J licenses shall authorize the retail sale of alcoholic liquors on the premises owned wholly or jointly by municipalities and/or park districts under their corporate powers to contract or otherwise associate pursuant to Article VII of the 1970 Illinois Constitution and/or the Park District Code (Chapter 105, Section 1-1 et seq., of the Illinois Revised Statutes of 1977) in connection with the operation of an established food service facility during time when food is dispensed for consumption of the premises.	NO FEE
K	Class K licenses shall authorize the holder thereof to offer to the patrons of the licensed establishment, for the purpose of tasting or sampling, various and sundry different products of alcoholic liquor, free of cost. Such license shall be valid for only one (1) day and may be issued by the local liquor control commissioner upon evidence of proper insurance coverage, the amount to be determined at the discretion of the local liquor control commissioner. Further, Class K licenses may only be issued to licensees holding one (1) of the following other licenses authorized by this section: Class B, Class D, Class J, and Class H.	\$10.00 per day
K-1	Class K-1 licenses shall authorize the holder of a such license to offer to customers of an establishment, that either (i) is not licensed to sell alcoholic liquor or (ii) is licensed only to sell packaged beer and wine for consumption off the premises, one (1) or more drinks for sampling purposes, free of cost, provided the total quantity of the sampling package, regardless of the number of containers in which the alcoholic liquor is being served, does not exceed one (1) ounce of distilled spirits; seven (7) one (1) ounce tastings or one (1) eight (8) ounce glass of wine; or sixteen (16) ounces of beer. In any event, all provisions of <u>section 3-416</u> shall apply to an on-premises retail licensee that conducts product sampling, and no more than one (1) sampling package shall be provided to a patron each day.	\$1,000.00
X	<i>Exhibition halls, sports arenas, etc.:</i> Class X licenses shall authorize the sale at retail of alcoholic liquor to patrons in exhibition halls and sports arenas, the same to be consumed	\$2,700.00

	by the patrons upon the premises described in the license, except as hereinafter provided. 1. Within the licensed premises, the licensee may designate a single enclosed area ("lounge area") for the sale at retail of alcoholic liquor for consumption on premises. No person under the age of twenty-one (21) shall be permitted in such lounge area, unless such person is accompanied by his parent or legal guardian, and alcoholic beverages sold in the lounge may be removed from the lounge only if the beverage is dispensed in a proper container. Licensee may, in such lounge area, elect to have alcoholic liquor or beverages dispensed and delivered to purchasers in glass containers. 2. In any area of the licensed premises other than the lounge area, alcoholic liquors shall be dispensed and delivered to purchasers thereof only in cups of soft and lightweight material such as paper cups, polyethylene cups, plastic cups, etc.; except that glassware may be used for dispensing and delivering of alcoholic liquor to patrons in such area, but only while said patrons are seated at tables where food is being served and then only if the event is one where there is not general admission of the public. 3. Upon payment of the annual fee, a master license shall be issued which license shall authorize, without additional fee (except as hereinafter provided), the sale or delivery of alcoholic beverages or liquor within the licensed premises. As part of any bona fide private trade or exhibition show, admission to which is not accorded to the public, any manufacturer of alcoholic beverages holding a valid state manufacturer's liquor license may dispense alcoholic beverages, either for consumption on premises, or as package goods, but only if same is done without charge or fee and provided that the appropriate daily license has been issued. The daily license shall be issued in the name of the licensee and the manufacturer. A daily license shall also be required of any exhibitor offering any free tasting or sampling of various and sundry products of alcoholic liquor and shall be issued in the name of the licensee and the exhibitor. For any exhibition or event held outside of the confines of the exhibition hall wherein alcoholic beverages are sold, a daily license shall be required, and will be	
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	issued at the discretion of the liquor commissioner. Application for daily license shall be made specifying the days on which the event or events are to be held for which alcohol is to be served, the location of service, nature of beverages sought to be served, and the times of the day when service will be made. The fee for each day of the daily license shall be as specified in <u>section 3-316</u>. Issuance of any daily license may only be for a specific day or succession of consecutive days. Any conditions or restrictions as may be reasonably necessary to protect the public health, safety and welfare may be imposed by the liquor commissioner as a condition of granting the daily X license. 4. Consumption off-premises. Delivery or dispensing of alcoholic liquor for consumption off-premises shall not be permitted except that as part of any bona fide private trade or exhibition show admission to which is not accorded to the public, package goods may be delivered for consumption off-premises, provided no fee or charge is made in connection with the delivery.	
Y	<i>Billiards room/cafe/lounge:</i> A Class Y license shall authorize the sale of alcoholic liquor to patrons in the licensed premises where the premises are used for a combined billiards room/cafe/lounge business, subject to the following terms and conditions: 1. Alcoholic liquor may be ordered, served and consumed throughout the premises; however, alcoholic liquor may only be drawn or poured in the designated lounge area; and 2. No person under the age of twenty-one (21) shall be permitted in the lounge area unless accompanied by his/her parent or legal guardian.	\$2,700.00
Z	<i>Family recreation and entertainment center:</i> A Class Z license shall authorize the sale of alcoholic liquor to patrons in the licensed premises where the premises are used for a family recreation and entertainment center business, subject to the following terms and conditions: 1. Alcoholic liquor shall be ordered only in the designated alcohol service area, and alcoholic liquor shall be consumed only in the designated alcohol service area of the premises; 2. The licensee shall provide both physical limitations and employee supervision to prevent ordering or	\$2,700.00

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	consumption of alcoholic liquor out of the designated alcohol service area; and 3. The designated alcohol service area shall be delineated on a floor plan on file with and approved by the liquor commissioner, together with a plan to limit service outside of the designated alcohol service area of the premises.	
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Said original issuance fee shall be payable upon the original issuance of the liquor license by the local liquor control commissioner and shall not be prorated in any manner. Said original issuance fee shall be in addition to the annual fee as herein set forth.”

Section 2. The Villa Park Municipal Code is hereby amended by deleting Section 3-316 of Chapter 3, Article III, in its entirety and inserting the following in lieu thereof:

“*Sec. 3-316. Annual Fee.*

(a) The annual fee for liquor licenses in the Village shall be as follows commencing January 1, 2019:

Class	Definition	Annual Fee
AAA	<i>Tavern, beer and wine only:</i> Class AAA licenses shall authorize the sale at retail of beer and wine only to patrons for consumption on the premises described in the license and the sale of beer and wine at retail in original packages for consumption off the premises.	\$1,900.00
AA	<i>Tavern, unrestricted:</i> Class AA licenses shall authorize the sale at retail of alcoholic liquors for consumption on the premises described in the license and the sale of any alcoholic liquor at retail in original packages for consumption off the premises.	\$3,000.00
A	<i>Tavern, restricted:</i> Class A licenses shall authorize the sale at retail of alcoholic liquors for consumption on the premises described in the license but no sales of any alcoholic beverages for consumption off the premises.	\$2,500.00
B	<i>Package:</i> Class B licenses shall authorize the sale at retail of alcoholic liquor in original packages only, but not for consumption on the premises where sold.	\$2,500.00
C	<i>Club:</i> Class C licenses shall authorize the sale at retail of alcoholic liquors by a bona fide social or fraternal organization or club organized under the laws of the state, and not for pecuniary profit, solely for the promotion of some common object other than the sale or consumption of alcoholic liquors, to its members, their guests, and/or	\$ 750.00

	functions officially sanctioned by the organization or club, for consumption with the premises maintained by the club.	
D	<i>Full package, grocery or drug store:</i> Class D licenses shall authorize the sale at retail of alcoholic liquors, and only in the original packages, by persons engaged in the sale of foods and foodstuffs, commonly known as grocers or groceries and only as an incident to such drug or grocery business and not to be consumed on the premises described in the license.	\$2,400.00
D-1	<i>Full package, convenience store:</i> Class D-1 licenses shall authorize the sale at retail of alcoholic liquors on the premises specified in their original package and not for consumption on the premises of a retail establishment commonly known as a convenience store subject to the following conditions and restrictions: 8. That the premises shall be a convenience store which primarily sells food, beverages and convenience items often in conjunction with other uses such as a filling station or restaurant which other uses shall be considered the principal use, 9. The total floor and cooler space dedicated for the display of alcoholic liquor is limited to not more than twenty (20) percent of the gross floor area of the convenience store, 10. The display area of alcoholic beverages shall be compact and confined in a single area approved by the local liquor control commissioner, 11. Wine and spirits shall not be sold in containers less than 750 ml, 12. Beer shall not be sold in quantities of less than four (4) cans or bottles to any customer, 13. Each transaction for the sale of alcoholic liquor shall be with point-of-sale equipment that shall scan the identification of the customer as to verify age, 14. Window signs used for advertising the sale of alcoholic liquor shall be limited to twenty (20) percent of the permitted total widow sign area.	\$2,100.00
EEE	<i>Restaurant, unrestricted:</i> Class EEE licenses shall authorize the sale at retail in restaurants of alcoholic liquors to patrons at tables on the premises described in said license. Patrons are to be served only if they are seated at a table. The alcoholic beverages are to be consumed only in the portion of the premises described in the license in which food is ordered and served to patrons, and then only as part of the food ordered by and served to said patrons provided	\$2,500.00

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	that the sale of liquor produces less than fifty (50) percent of the total gross receipts for such restaurant.	
EE	<i>Restaurant, restricted, beer and wine only:</i> Class EE licenses shall authorize the sale at retail in restaurants of beer and wine only to patrons at tables on the premises described in said license. Patrons are to be served only if they are seated at a table. The alcoholic beverages are to be consumed only in the portion of the premises described in the license in which food is ordered and served to patrons, and then only as part of the food ordered by and served to said patrons provided that the sale of liquor produces less than fifty (50) per cent of the total gross receipts for such restaurant.	\$2,000.00
E	<i>Restaurant, restricted, beer only:</i> Class E licenses shall authorize the sale at retail in restaurants of beer only to patrons at tables on the premises described in said license. Patrons are to be served only if they are seated at a table. The beer is to be consumed only in that portion of the premises described in the license, in which food is served to patrons, and then only as part of the food ordered by and served to patrons, provided further that the sale of beer produces less than fifty (50) per cent of the total gross receipts for such restaurants.	\$1,500.00
F	<i>Package, restricted, beer only:</i> Class F licenses shall authorize the sale at retail of beer only, and only in the original packages, by persons engaged in the sale of foods and foodstuffs, commonly known as grocers or groceries and only as an incident to such drug or grocery business and not to be consumed on the premises described in the license.	\$1,000.00
G	<i>Special events, by the day:</i> Class G licenses shall authorize the sale at retail of beer and wine only by a bona fide educational, fraternal, political, civic, religious, or nonprofit organization only, and only on special occasions, and only for consumption on the premises described in the license, and only on the specific dates designated in the license. Such license may be issued by the local liquor control commissioner, but only upon evidence of proper liquor liability insurance coverage.	\$75.00 per day
H	<i>Package, grocery or drug store:</i> Class H licenses shall authorize the sale at retail of beer and wine only, and only in original packages, and in no event to be consumed on the premises described in the application of said license.	\$2,000.00
I	<i>Restaurant sit-down bar, unrestricted:</i> Class I licenses shall authorize the sale at retail of alcoholic liquor in restaurants to patrons, the same to be consumed by patrons only at	\$2,750.00

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	tables or at a bar on the premises described in said license. Patrons are to be served only if they are seated at a table or at a bar.	
J	<i>Municipal and/or park district, restricted:</i> Class J licenses shall authorize the retail sale of alcoholic liquors on the premises owned wholly or jointly by municipalities and/or park districts under their corporate powers to contract or otherwise associate pursuant to Article VII of the 1970 Illinois Constitution and/or the Park District Code (Chapter 105, Section 1-1 et seq., of the Illinois Revised Statutes of 1977) in connection with the operation of an established food service facility during time when food is dispensed for consumption of the premises.	NO FEE
K	Class K licenses shall authorize the holder thereof to offer to the patrons of the licensed establishment, for the purpose of tasting or sampling, various and sundry different products of alcoholic liquor, free of cost. Such license shall be valid for only one (1) day and may be issued by the local liquor control commissioner upon evidence of proper insurance coverage, the amount to be determined at the discretion of the local liquor control commissioner. Further, Class K licenses may only be issued to licensees holding one (1) of the following other licenses authorized by this section: Class B, Class D, Class J, and Class H.	\$10.00 per day
K-1	Class K-1 licenses shall authorize the holder of a such license to offer to customers of an establishment, that either (i) is not licensed to sell alcoholic liquor or (ii) is licensed only to sell packaged beer and wine for consumption off the premises, one (1) or more drinks for sampling purposes, free of cost, provided the total quantity of the sampling package, regardless of the number of containers in which the alcoholic liquor is being served, does not exceed one (1) ounce of distilled spirits; seven (7) one (1) ounce tastings or one (1) eight (8) ounce glass of wine; or sixteen (16) ounces of beer. In any event, all provisions of <u>section 3-416</u> shall apply to an on-premises retail licensee that conducts product sampling, and no more than one (1) sampling package shall be provided to a patron each day.	\$1,000.00
X	<i>Exhibition halls, sports arenas, etc.:</i> Class X licenses shall authorize the sale at retail of alcoholic liquor to patrons in exhibition halls and sports arenas, the same to be consumed by the patrons upon the premises described in the license, except as hereinafter provided. 5. Within the licensed premises, the licensee may designate a single enclosed area ("lounge area") for the sale at retail of alcoholic liquor for consumption	\$2,700.00 (WITH ANY OTHER LIQUOR LICENSE) FOR MASTER LICENSE

	on premises. No person under the age of twenty-one (21) shall be permitted in such lounge area, unless such person is accompanied by his parent or legal guardian, and alcoholic beverages sold in the lounge may be removed from the lounge only if the beverage is dispensed in a proper container. Licensee may, in such lounge area, elect to have alcoholic liquor or beverages dispensed and delivered to purchasers in glass containers. 6. In any area of the licensed premises other than the lounge area, alcoholic liquors shall be dispensed and delivered to purchasers thereof only in cups of soft and lightweight material such as paper cups, polyethylene cups, plastic cups, etc.; except that glassware may be used for dispensing and delivering of alcoholic liquor to patrons in such area, but only while said patrons are seated at tables where food is being served and then only if the event is one where there is not general admission of the public. 7. Upon payment of the annual fee, a master license shall be issued which license shall authorize, without additional fee (except as hereinafter provided), the sale or delivery of alcoholic beverages or liquor within the licensed premises. As part of any bona fide private trade or exhibition show, admission to which is not accorded to the public, any manufacturer of alcoholic beverages holding a valid state manufacturer's liquor license may dispense alcoholic beverages, either for consumption on premises, or as package goods, but only if same is done without charge or fee and provided that the appropriate daily license has been issued. The daily license shall be issued in the name of the licensee and the manufacturer. A daily license shall also be required of any exhibitor offering any free tasting or sampling of various and sundry products of alcoholic liquor and shall be issued in the name of the licensee and the exhibitor. For any exhibition or event held outside of the confines of the exhibition hall wherein alcoholic beverages are sold, a daily license shall be required, and will be issued at the discretion of the liquor commissioner. Application for daily license shall be made specifying the days on which the event or events are to be held for which alcohol is to be served, the location of service, nature of beverages sought to be	PLUS \$50.00 FOR A ONE- DAY LICENSE AND \$100.00 FOR A TWO (2) TO SEVEN (7)- DAY LICENSE
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	served, and the times of the day when service will be made. The fee for each day of the daily license shall be as specified in <u>section 3-316</u>. Issuance of any daily license may only be for a specific day or succession of consecutive days. Any conditions or restrictions as may be reasonably necessary to protect the public health, safety and welfare may be imposed by the liquor commissioner as a condition of granting the daily X license. 8. Consumption off-premises. Delivery or dispensing of alcoholic liquor for consumption off-premises shall not be permitted except that as part of any bona fide private trade or exhibition show admission to which is not accorded to the public, package goods may be delivered for consumption off-premises, provided no fee or charge is made in connection with the delivery.	
Y	<i>Billiards room/cafe/lounge:</i> A Class Y license shall authorize the sale of alcoholic liquor to patrons in the licensed premises where the premises are used for a combined billiards room/cafe/lounge business, subject to the following terms and conditions: 3. Alcoholic liquor may be ordered, served and consumed throughout the premises; however, alcoholic liquor may only be drawn or poured in the designated lounge area; and 4. No person under the age of twenty-one (21) shall be permitted in the lounge area unless accompanied by his/her parent or legal guardian.	\$2,700.00
Z	<i>Family recreation and entertainment center:</i> A Class Z license shall authorize the sale of alcoholic liquor to patrons in the licensed premises where the premises are used for a family recreation and entertainment center business, subject to the following terms and conditions: 4. Alcoholic liquor shall be ordered only in the designated alcohol service area, and alcoholic liquor shall be consumed only in the designated alcohol service area of the premises; 5. The licensee shall provide both physical limitations and employee supervision to prevent ordering or consumption of alcoholic liquor out of the designated alcohol service area; and 6. The designated alcohol service area shall be delineated on a floor plan on file with and approved by the liquor commissioner, together with a plan to	\$2,700.00

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	limit service outside of the designated alcohol service area of the premises.	
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(b) The annual fee shall be established in the following amount as to those licenses issued by the local liquor control commissioner after the following dates:

1. After January 1 but before April 1, one hundred percent (100%) of fee.
2. After April 1 but before July 1, seventy-five percent (75%) of fee.
3. After July 1 but before October 1, fifty percent (50%) of fee.
4. After October 1 but before January 1, twenty-five percent (25%) of fee.

(c) The annual fee shall be due and payable in full on or before January 1 of each year.”

Section 4. On each January 1st commencing January 1, 2021, the issuance license fee and annual license fee shall be increased by an amount equal to the percentage of the increase in the Consumer Price Index (CPI-U) for the prior calendar year.

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

Passed this _____ day of _____, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2019.

Village President

Attest:

Village Clerk

Published in pamphlet form: _____, 2019.

Village Board of Trustees Agenda Item Report

Meeting Date: August 26, 2019

Submitted by: Kelly Kuechle

Submitting Department: Finance Department

Item Type: Ordinances

Agenda Section:

Subject:

First Reading of an Ordinance of the Village of Villa Park, DuPage County, Illinois, Increasing the Number of Class D, Package Licenses for the Package Sale of Alcoholic Liquor

Suggested Action:

The business at 609 W. North Avenue is changing from US Liquors to Crown Liquors. The new business owners of Crown Liquors have successfully completed the background check. This ordinance will replace a Class D, Full Package, Grocery or Drug Store license that will be eliminated upon the closing or sale of US Liquors. There will continue to be 8 total Class D licenses and 64 total liquor licenses.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - Crown Liquors liquor license](#)

[ORD - 2019 Liquor Licenses Crown Liquors](#)

[September 2019 Liquor Licenses](#)

Memo

Date: August 15, 2019

To: President Bulthuis and Board of Trustees

From: Kevin Wachtel, Finance Director

Cc: Village Manager Keehner

RE: Liquor License Ordinance for Govardhan LLC., Crown Liquors

The business at 609 W. North Avenue is changing from US Liquors and will be leased to a new tenant store called Crown Liquors. Patel Rumitkumar and Patel Niravkumar, owners of Shree Govardhan LLC., will operate the establishment. US Liquors currently holds a Class D license that will be eliminated upon the sale or closing of the business, per Village Code. When that license is eliminated, there will be no available Class D liquor licenses, so the Village will need to adopt the attached ordinance to allow for this liquor license.

Applicants Patel Rumitkumar and Patel Niravkumar have successfully completed the background check by the Police Department. The Liquor Commissioner has approved the issuances of this license.

A replacement class D license will be added for Crown Liquors, 609 W. North Avenue.

With this new license, there will continue to be 8 total Class D licenses and a total of 64 total liquor licenses.

An Ordinance Of The Village Of Villa Park, DuPage County, Illinois Increasing the Number of Class D, Package licenses for Package Sale of Alcoholic Liquor

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 Patel Rumitkumar and Patel Niravkumar, owners of Shree Govardhan LLC, for 609 W. North Avenue, doing business as Crown Liquors, subject to the approval of a replacement Class D package liquor license that allows the sale of alcoholic liquors to be sold in original packages, not for consumption 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: That Section 3-313(a) of the Villa Park Municipal Code, as amended, be and is hereby amended to read as follows:

Class	Maximum Number
D	8

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

Passed this _____ day of _____, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2019.

Village President

Attest:

Village Clerk

Ordinance No: _____

Published in pamphlet form:

_____, 2019

Class	Count										
AAA	0										
AA	7	MORE BREWING	FITZ'S IRISH BULLDOG	LUNAR BREWING CO.	PARK BLVD. TAVERN	ARDMORE LOUNGE	CAP'S BAR & GRILL	DEMITO'S DOUBLE D SALOON			
A	4	ULTIMATE LOUNGE	MAHONEY'S PUB	CURLING CLUB COMMUNITY, INC	FUEL						
B	8	FOREMOST LIQUOR	ARDMORE STATION LIQUORS	ROYAL LIQUOR & FOOD	WAL-MART STORE #1737	VILLA PARK TOBACCO & LIQUORS	SAL'S BEVERAGE WORLD	ARDMORE STATION LIQUORS #2	BEVERAGE HUB		
C	1	VILLA PARK VFW POST #2801									
D	8	OSCO DRUGS #3284	ARDMORE FOOD & LIQUOR	TARGET STORE #T-0957	WALGREENS #03994	UNCLE TOBACCO CONVENIENT STORE	CROWN LIQUORS	7-ELEVEN #33871B	WALGREENS #04252		
D-1	2	PRIDE STORES	JOHNSON'S LIGHTHOUSE POINT								
EEE	6	GYROS EXPRESS	CHIPOTLE MEXICAN GRILL #2737	TONGS TIKI HUT	K3 WINE BAR INC., DBA ROSIE'S	TAE FU CHINESE RESTAURANT	LOS BURRITOS MEXICANOS				
EE	8	CHUCK E. CHEESE'S #686	STELLA'S PLACE	DOMINICK'S PIZZA AND PASTA	HI-VIEW RESTAURANT	BETTY'S BISTRO	STELLA'S PLACE	SHELBY'S	MAY'S LOUNGE		
E	0										
F	0										
G	0										
H	6	SUPREME LOBSTER & SEA FOODS	7-ELEVEN #33770A	ALDI STORE #28	ALDI STORE #36	ONE STOP CONVENIENCE	VILLA PARK FRUIT & MEAT MARKET				
I	10	LA BAMBÁ COCINA MEXICANA	ALLEGRA BANQUETS	JOSEPHINE'S MARTINI & WINE BAR	LAS ISLAS MARIAS	SIMON'S	CRAZY POUR	5 O'CLOCK BAR & GRILL	MONTECASINO	TACOS & CEMITAS POBLANO	BULLDOG ALE HOUSE
J	1	SUGAR CREEK GOLF COURSE									
K	0										
K1	1	OSCO DRUGS #3284									
X	1	M.G. CONCESSIONS									
Y	0										
Z	1	SAFARI LAND									

Total 64

Village Board of Trustees Agenda Item Report

Meeting Date: August 26, 2019

Submitted by: Vassili Voskresenski

Submitting Department: Public Works

Item Type: Ordinances

Agenda Section:

Subject:

First Reading of an Ordinance of the Village of Villa Park, DuPage County, Illinois, Accepting a Plat of Easement for Stormwater Management Purposes at 1050 North Villa Avenue (Mickey's Linen)

Suggested Action:

Certain stormwater improvements have been constructed as part of a development at 1050 North Villa Avenue. The DuPage County Countywide Stormwater and Flood Plain Ordinance requires all major and minor stormwater systems to be located within easements. The necessary legal documents have been prepared and signed by the owner. Acceptance of the easement by the Village is required before it can be recorded.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - Villa N 1050 Easement](#)

[Villa N 1050 - Plat of Easement](#)

[ORD - Villa N 1050 - Accepting Easement](#)

Departmental Correspondence

Date: 08/26/2019

To: Richard Keehner, Village Manager

From: 

RE: Consider Ordinance approving Plat of Easement for 1050 North Villa Avenue (Mickey's Linen)

STATEMENT OF PROBLEM

A commercial building addition has been constructed at 1050 North Villa Avenue. Certain stormwater improvements have been constructed as part of a development at 1050 North Villa Avenue. The DuPage County Stormwater and Flood Plain Ordinance require all major and minor stormwater systems to be located within easements. The necessary legal documents have been prepared and signed by the owner. Acceptance of the easement by the Village is required before it can be recorded.

INVESTIGATION

As part of the improvements for the development, certain stormwater improvements have been constructed on the property. To assure that the portions of land used for stormwater are not used for other purposes, a permanent easement is required. The easement would also give the Village the right to enter the property to perform maintenance or correct a deficiency if the property owner fails to do so. The Village would also be entitled to recover any costs associated with any such action. Formal acceptance of the easement by the Village is required before it can be recorded.

RECOMMENDATION

Public Works staff recommends acceptance of the grant of easement from the property owner at 1050 North Villa Avenue.

Pc: Rich Salerno, Interim Director of Public Works
Kevin Mantels, Assistant Village Engineer

PLAT OF EASEMENT GRANT

DRAINAGE EASEMENT AND
STORMWATER MANAGEMENT AREA MAINTENANCE PROVISIONS

OWNER ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, AND ALL FUTURE HOLDERS OF TITLE TO THE PROPERTY WHICH IS THE SUBJECT OF THIS PLAT (COLLECTIVELY, THE "OWNER"), HEREBY COVENANTS AND AGREES WITH THE VILLAGE OF VILLA PARK (THE "VILLAGE") AS FOLLOWS:

OWNER SHALL MAINTAIN, OPERATE AND REPAIR THE PORTIONS OF THE PROPERTY IDENTIFIED ON THIS PLAT AS THE STORMWATER MANAGEMENT EASEMENT AREA AT ALL TIMES IN A MANNER CONSISTENT WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE VILLAGE (AND UPON REQUEST, FURNISH PROOF OF COMPLIANCE THEREWITH). THE OWNER GRANTS THE VILLAGE AND ITS DESIGNEES THE RIGHT OF ACCESS UPON, OVER AND ACROSS THE PROPERTY TO INSPECT THE STORM WATER MANAGEMENT EASEMENT AREA AND TO PERFORM ANY MAINTENANCE OF SAID AREAS (AND TO STORE EQUIPMENT NECESSARY THEREFOR) WHICH THE OWNER HAS FAILED TO PERFORM. IF SUCH FAILURE CONTINUOUS FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE VILLAGE OF SUCH FAILURE, THE VILLAGE MAY ENTER UPON THE PROPERTY AND PERFORM SUCH WORK AS SHOULD HAVE BEEN UNDERTAKEN BY OWNER WITHOUT NOTICE TO OWNER IN AN EMERGENCY (E.G. WHERE PERSONAL INJURY OR MATERIAL DAMAGE TO PROPERTY MAY BE IMMINENT). THAT OWNER SHALL BE LIABLE FOR THE COST OF ANY MAINTENANCE SO PERFORMED BY THE VILLAGE AND SHALL PROMPTLY REIMBURSE THE VILLAGE FOR SUCH COSTS, WITH INTEREST AT STATUTORY PRE-JUDGEMENT RATE CALCULATED FROM THE DATE OF EXPENDITURE. UPON RECORDATION BY THE VILLAGE OF A CLAIM FOR REIMBURSEMENT, THE VILLAGE SHALL HAVE A FORECLOSEABLE LIEN UPON THE PROPERTY TO SECURE REIMBURSEMENT.

IN ADDITION TO OTHER REMEDIES PROVIDED FOR ABOVE, UPON OWNER'S FAILURE TO MAINTAIN THE STORMWATER MANAGEMENT EASEMENT AREAS (AFTER NOTICE WHERE REQUIRED AS AFORESAID), THE VILLAGE SHALL BE ENTITLED TO ALL REMEDIES AT LAW OR EQUITY TO ENFORCE THIS AGREEMENT, INCLUDING ALL REMEDIES FOR THE ABATEMENT OF A NUISANCE, WHICH REMEDIES SHALL BE CUMULATIVE AND NOT EXCLUSIVE. IF A JUDGEMENT IS ENTERED AGAINST THE OWNER, THE OWNER SHALL PAY ALL REASONABLE ATTORNEYS FEES AND COSTS OF THE VILLAGE, THE VILLAGE SHALL NOT BE LIABLE TO OWNER OR ANY PARTY CLAIMING THROUGH THE OWNER FOR ANY DAMAGE CAUSED BY IT IN THE PERFORMANCE OF ANY MAINTENANCE UNDERTAKEN PURSANT TO THIS AGREEMENT. UNLESS SUCH DAMAGE IS CAUSED BY WANTON OR WILLFUL CONDUCT. FAILURE TO ENFORCE A RIGHT GRANTED HEREUNDER SHALL NOT BE DEEMED A WAIVER OF SUCH RIGHT OR ANY OTHER RIGHTS HEREUNDER. NO PART SHALL BE LIABLE FOR FAILURE TO ENFORCE THE PROVISION HEREOF.

THE OWNER RESERVES UNTO ITSELF ALL RIGHTS NOT MATERIALLY INCONSISTENT WITH THESE PROVISIONS, INCLUDING THE RIGHT TO IMPROVE THE PROPERTY AND TO GRANT EASEMENTS AND OTHER RIGHTS AND INTERESTS IN AND TO SAID PROPERTY.

THE OWNER'S OBLIGATIONS UNDER THESE PROVISIONS MAY BE ASSUMED BY AN OWNER'S ASSOCIATION. UPON WRITTEN NOTICE OF SUCH ASSUMPTION ANY NOTICE OF NON-PERFORMANCE BY THE VILLAGE SHALL BE GIVEN TO SUCH OWNER'S ASSOCIATION. HOWEVER, EACH OWNER (IF THERE IS MORE THAN ONE) IS AND SHALL REMAIN INDIVIDUALLY AND COLLECTIVELY LIABLE FOR ALL OF THE OBLIGATIONS OF AN "OWNER" HEREUNDER IF THE ASSOCIATION FAILS TO PERFORM SUCH OBLIGATIONS. IF TITLE TO ALL OR ANY PART OF THE PROPERTY IS VESTED IN A LAND TRUST, ANY BENEFICIARIES THEREOF SHALL BE PERSONALLY LIABLE FOR ALL OBLIGATIONS IMPOSED HEREBY ON THE "OWNER" OF SUCH PROPERTY OR PORTION THEREOF SO OWNED.

OWNER'S CERTIFICATE

STATE OF ILLINOIS

COUNTY OF COOK

1050 N. VILLA AVENUE, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT IS TITLE HOLDER OF THE PROPERTY DESCRIBED HEREON AND THAT IT HEREBY GRANTS UNTO THE VILLAGE OF VILLA PARK, A DRAINAGE EASEMENT AS SHOWN HEREON.

DATED THIS 1 DAY OF May, A.D., 20 19.

1050 N. VILLA AVENUE, LLC.

BY: [Signature] ATTEST: _____

NOTARY CERTIFICATE

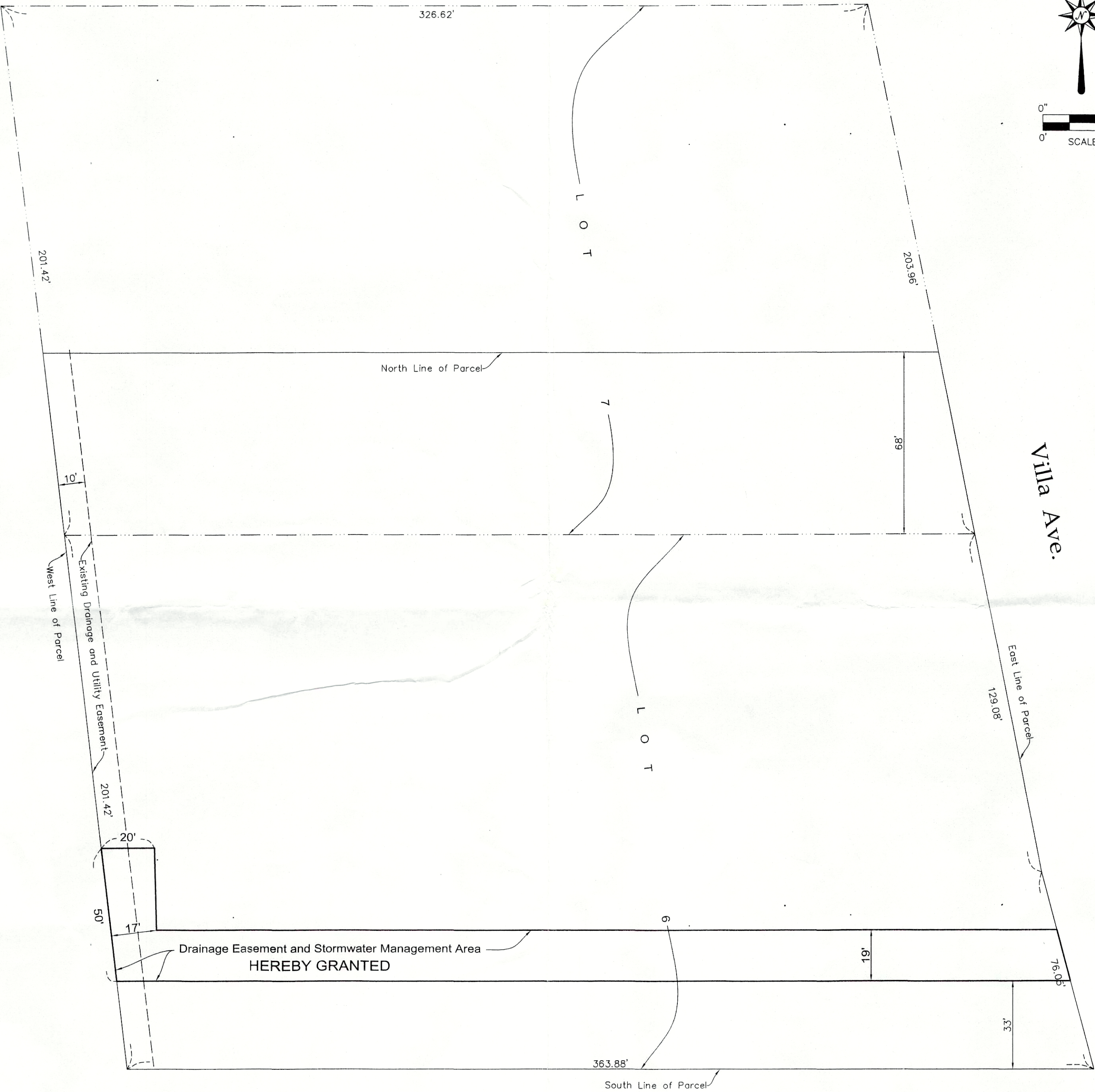
STATE OF Illinois

COUNTY OF Cook

I, Michelle M. Patke, A NOTARY PUBLIC IN AND FOR THE COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT Gregory H. Beaudet RESPECTIVELY, OF 1050 N. VILLA AVENUE, LLC, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH Gregory H. Beaudet AND _____ AND APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF 1050 N. VILLA AVENUE, LLC, FOR THE PURPOSES THEREIN SET FORTH.

GIVE UNDER MY HAND AND NOTARIAL SEAL THIS 1 DAY OF May, A.D. 20 19, AT Illinois STATE

NOTARY PUBLIC



LEGAL DESCRIPTION OF PARCEL

LOT 6 (EXCEPT THE SOUTH 33.0 FEET AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) AND THE SOUTH 68.0 FEET AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF OF LOT 7, IN VILLA INDUSTRIAL PARK, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 3, 1971 AS DOCUMENT R71-18023, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 03-34-303-031

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS

COUNTY OF KANE

THIS IS TO CERTIFY THAT I, VINCENT B. FRYE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR PREPARED THIS PLAT OF EASEMENT GRANT FROM OFFICAL PUBLIC RECORDS, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF THE ABOVE DESCRIBED EASEMENT TO BE DEDICATED.

GIVEN UNDER MY HAND AND SEAL AT ELBURN, ILLINOIS.

DATED THIS 20TH DAY OF DECEMBER 2018.

Vincent B. Frye
VINCENT B. FRYE
ILLINOIS PROFESSIONAL
LAND SURVEYOR NO. 3272
MY LICENSE EXPIRES NOVEMBER 30, 2020



VILLAGE CERTIFICATE

STATE OF ILLINOIS

COUNTY OF DUPAGE

APPROVED AND ACCEPTED THIS _____ DAY OF _____ AD, 20 _____ BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK, ILLINOIS IN ACCORDANCE WITH ORDINANCE # _____.

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

RECORDER'S CERTIFICATE

STATE OF ILLINOIS

COUNTY OF DUPAGE

THIS INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THIS _____ DAY OF _____, 20 _____.

COUNTY RECORDER OF DU PAGE COUNTY, ILLINOIS.

Ordinance No. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
ACCEPTING A PLAT OF EASEMENT FOR STORMWATER MANAGEMENT PURPOSES AT
1050 NORTH VILLA AVENUE
(Mickey's Linen)**

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 President and Board of Trustees have reviewed the attached Plat of Easement Grant and find that its acceptance is in the best interest of the Village; and,

WHEREAS, the Village has the authority to accept statutory dedications of property pursuant to the Plat Act (765 ILCS 205/0.01 et seq.).

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 above recitals are incorporated and made a part of this Ordinance.

Section 2. That the Village President and Village Clerk be and are hereby authorized to accept on behalf of the Village the Plat of Easement for stormwater management and drainage purposes prepared by Vincent B. Frye, a copy of which is attached hereto and made a part hereof by reference.

Section 3. That the Village Clerk shall record this Ordinance and the attached Plat of Easement Grant in the Office of the DuPage County Recorder.

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

Passed this _____ day of _____, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2019.

Village President

Attest:

Village Clerk

Published in pamphlet form:
_____, 2019

Village Board of Trustees Agenda Item Report

Meeting Date: August 26, 2019

Submitted by: Patrick Grill

Submitting Department: Community Development

Item Type: Ordinances

Agenda Section:

Subject:

Ordinance of the Village of Villa Park, DuPage County, Illinois, Vacating a Public Alleyway and Selling to Adjacent Property Owners

Suggested Action:

The Village received a request from a property owner to acquire a portion of an unimproved dedicated right-of-way adjacent to the property owner's parcel. In response, staff researched property owner information and secured an appraisal for this right-of-way. Five property owners of the eight contacted expressed interest in purchasing a portion of the Village's alleyway. This ordinance allows the Village to both vacate the alleyway and sell the property to the interested adjacent property owners. If approved, a Public Utility Easement is necessary as utilities exist in the right-of-way.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - Alley Vacation 8.26.19](#)

[Plat of Vacation with colored divisions](#)

[Exhibit A](#)

[ORD - Alley Vacation](#)



Village of Villa Park

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

COMMUNITY DEVELOPMENT DEPARTMENT
Director • Patrick M. Grill, AICP

Phone (630) 433-4300
Fax (630) 941-5979
TDD (630) 834-8589

MEMORANDUM

TO: Manager Keehner

FROM: Patrick M. Grill, AICP

DATE: August 9, 2019

RE: **Alley Vacation between Adams and Jackson, west of Ardmore Avenue**

Upon request of the owner of 14 West Jackson to sell a portion of Village Right-Of-Way to him, the Village explored the feasibility to do so. The Village confirmed that this alleyway served no useful function, and that there is no chance this alleyway would ever be improved for Village purposes. There are utilities in this right-of-way, which is why a Public Utilities Easement will remain on the property.

In order to sell dedicated right-of-way, the Village must vacate the alley and offer adjacent property owners the opportunity to acquire this property. Village staff identified all adjacent owners and contacted them to see if they were interested in acquiring part of the alleyway.

A total of eight property owners were identified, with five expressing an interest in purchasing the adjacent alleyway property. For those owners who did not wish to acquire this property, the owners on the opposite side of the alleyway were contacted to see if they were interested in that part of the alleyway. In all three instances, those owners wished to also acquire the additional area so that there was interest in all of the alleyway.

Based on this interest, the Village sought an appraisal of this right-of-way that valued this alleyway at \$22,500.00. By dividing this number and the cost of the appraisal (\$2,350) by the total square footage of the alley, the value came to \$3.2865 per square foot.

The attached plat of vacation identifies which property owners are interested in which portion of the alleyway. The breakdown of the cost per owner is as follows:

<u>Owner and Address</u>	<u>Sq. Footage</u>	<u>Cost per S.F.</u>	<u>Total Cost</u>
Madsen (15 W. Adams)	3,280.6	\$3.2865	\$10,781.69

Rojickova (14 W Jackson)	2,530.6	\$3.2865	\$ 8,316.82
Stubbs (932 S. Ardmore)	750	\$3.2865	\$ 2,464.88
Pentecost (936 S. Ardmore)	500	\$3.2865	\$ 1,643.25
Summaria (940 S. Ardmore)	500	\$3.2865	\$ 1,643.25

When contacted with these figures, the above-listed owners were still interested in purchasing the vacated alleyway as indicated on the plat of vacation.

For comparison purposes, when the Village vacated right-of-way on Harrison near Oakland in 2016. The two owners involved paid \$9,000.00 each for 3,000 square feet of vacated right-of-way. Additionally, they split the cost of the appraisal at \$1,325.00 each. When broken out by cost per square foot, each paid \$3.44 per square foot for the adjacent vacated right-of-way.

REQUESTED ACTION:

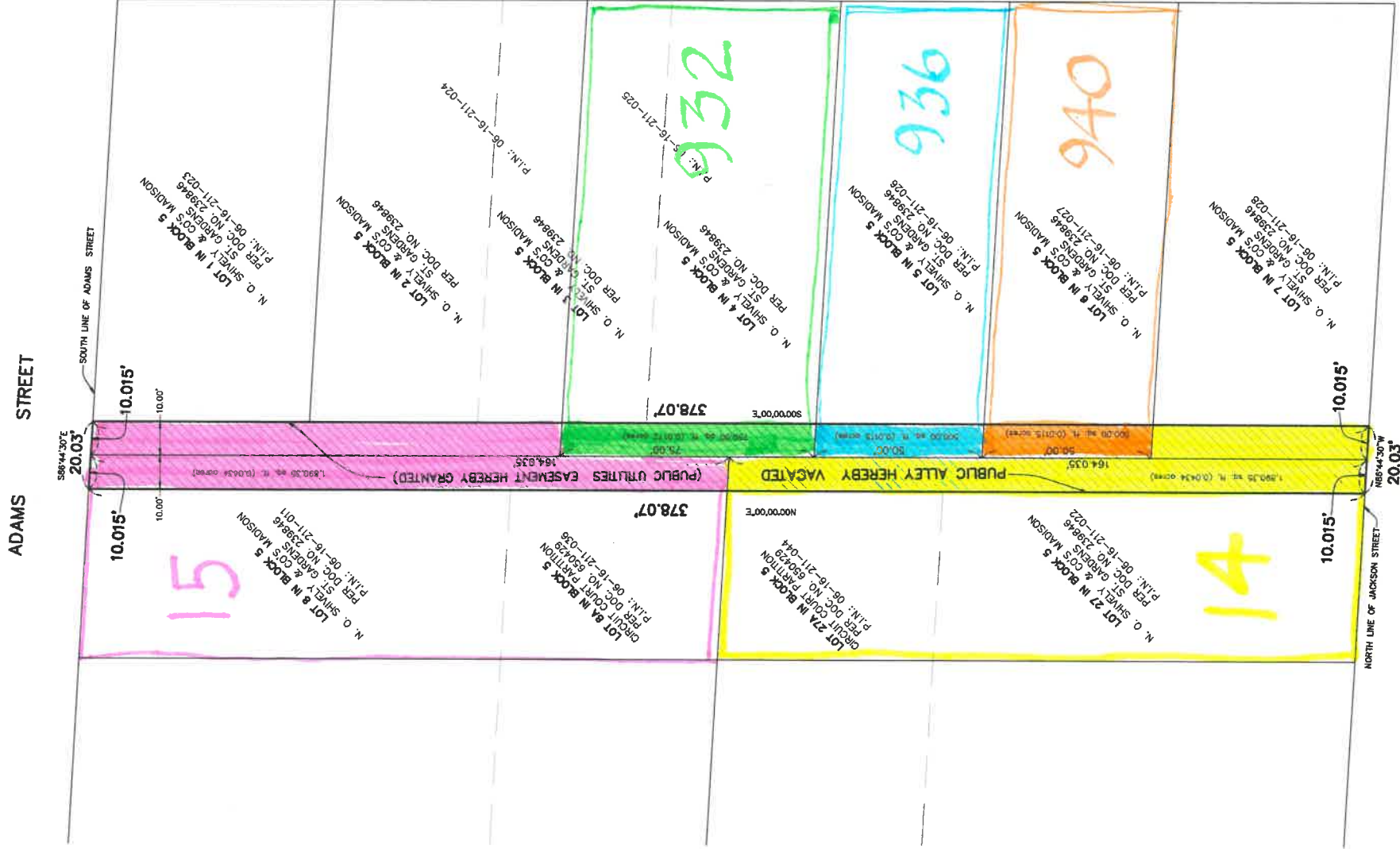
If the Village Board finds in support of this vacation, they should approve the attached Ordinance.



PLAT OF VACATION

THE NORTH/SOUTH 20 FOOT ALLEY SOUTH OF AND ADJACENT TO THE SOUTH LINE OF ADAMS STREET, NORTH OF AND ADJACENT TO THE NORTH LINE OF JACKSON STREET, WEST OF AND ADJACENT TO LOTS 7 IN BLOCK 5 IN N. O. SHIPLEY & CO'S MADISON ST. GARDENS BEING IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1927 AS DOCUMENT NUMBER 239846 AND ALSO THAT PART OF THE NORTH/SOUTH 20 FOOT ALLEY LYING EAST OF AND ADJACENT TO LOTS 8A AND 27A IN BLOCK 5, IN CIRCUIT COURT PARTITION OF MORNINGSIDES PARK IN BLOCK 1, EVERGREEN PARK IN BLOCK 4 AND SUNSET PARK IN BLOCK 5, BEING IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1932 AS DOCUMENT 650429, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING: 7,561.40 sq. ft. (0.1736 acres)



EASEMENT RESERVATION FOR PUBLIC ALLEY VACATION

AN EASEMENT IS HEREBY RESERVED TO THE VILLAGE OF VILLA PARK AND TO THOSE PUBLIC UTILITY COMPANIES OWNING AND HAVING PUBLIC SERVICE FACILITIES IN THE PUBLIC ALLEY BEING VACATED, AS ARE NECESSARY, IN THE JUDGMENT OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF VILLA PARK, FOR THE CONTINUING PUBLIC SERVICE BY MEANS OF THESE FACILITIES AND FOR THE MAINTENANCE, RENEWAL AND RECONSTRUCTION OF SAID FACILITIES, AS SHOWN ON THE PLAT DRAWN.

STATE OF ILLINOIS)) S.S.
COUNTY OF DUPAGE)
THIS _____ DAY OF _____ A.D. 20____

PREPARED FOR: VILLAGE OF VILLA PARK DEPT. ECONOMIC DEVELOPMENT
DRAWN BY: MAG
ORDER NO.: 18-21091

PRESIDENT _____
VILLAGE CLERK _____

G GENTILE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
1001 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE (630) 918-6282

ILLINOIS PROFESSIONAL DESIGN
FIRM LICENSE NO. 184.002870

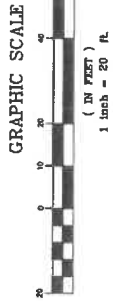
STATE OF ILLINOIS)) S.S.
COUNTY OF DUPAGE)
THIS INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF
DUPAGE COUNTY, ILLINOIS, AFORESAID, ON THE _____ DAY OF _____ A.D. 20____
AT _____ O'CLOCK _____ M.

DUPAGE COUNTY RECORDER OF DEEDS _____

STATE OF ILLINOIS)) SS
COUNTY OF DU PAGE)
I, JOSEPH F. GENTILE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT
HEREON DRAWN HAS BEEN PREPARED AT AND UNDER MY DIRECTION FOR THE PURPOSE OF VACATING A
PUBLIC ALLEY AND RESERVING A PUBLIC UTILITY EASEMENT THEREIN, AND THAT IT IS A CORRECT
REPRESENTATION OF THE AREA DESCRIBED HEREIN.

GIVEN UNDER MY HAND AND SEAL AT LOMBARD, ILLINOIS THIS _____ DAY OF
_____ A.D. 20____

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. _____
MY LICENSE EXPIRES NOVEMBER 30, 2020.

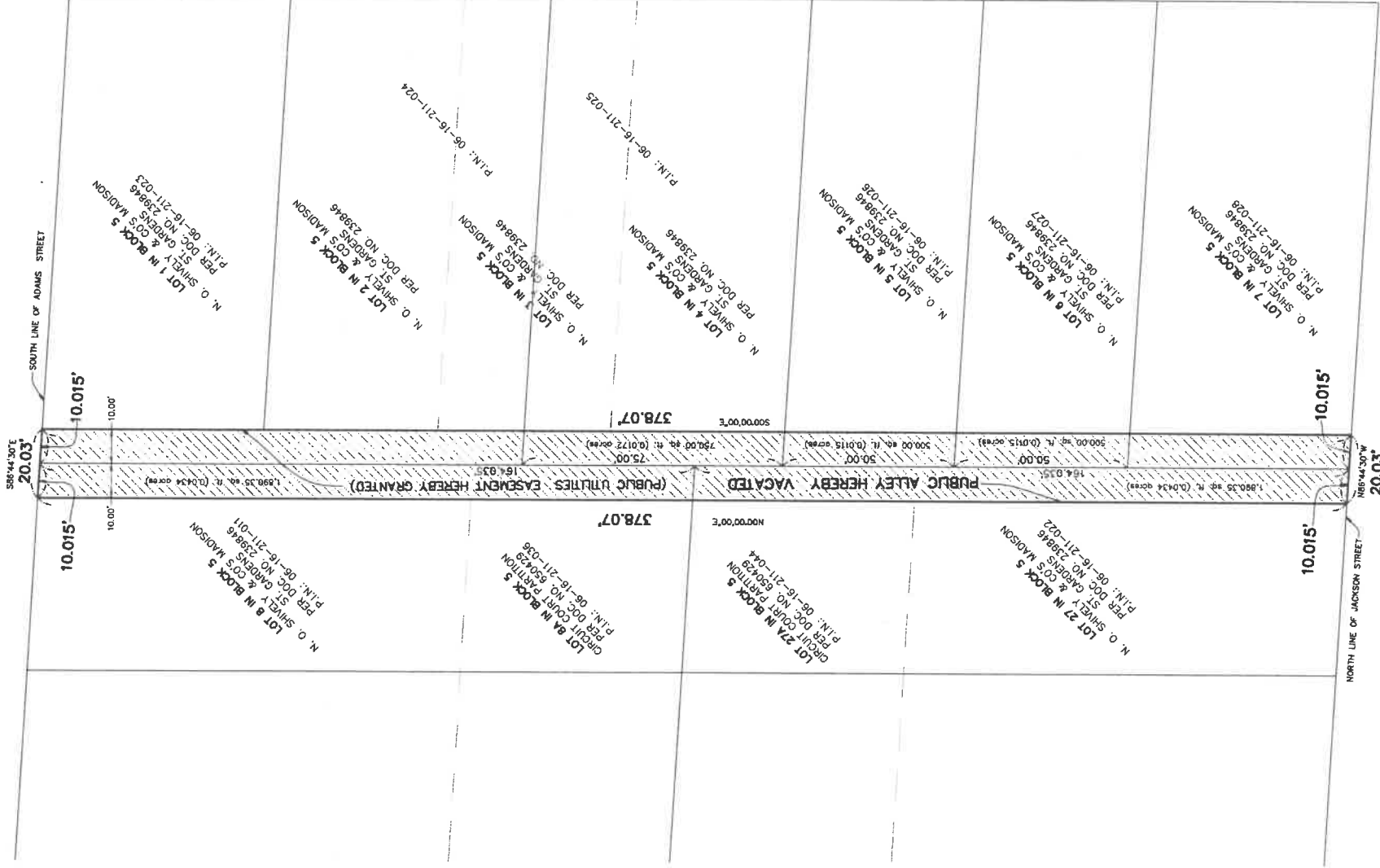


PLAT OF VACATION

OF
THE NORTH/SOUTH 20 FOOT ALLEY SOUTH OF AND ADJACENT TO THE SOUTH LINE OF ADAMS STREET, NORTH OF AND ADJACENT TO THE NORTH LINE OF JACKSON STREET, WEST OF AND ADJACENT TO LOTS 1 TO 7 IN BLOCK 5, IN N. O. SHIVELY & CO'S MADISON ST. GARDENS, AND EAST OF AND ADJACENT TO LOTS 8 AND 27 IN BLOCK 5, IN N. O. SHIVELY & CO'S MADISON ST. GARDENS BEING IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1927 AS DOCUMENT NUMBER 239846 AND ALSO THAT PART OF THE NORTH/SOUTH 20 FOOT ALLEY LYING EAST OF AND ADJACENT TO LOTS 8A AND 27A IN BLOCK 5, IN CIRCUIT COURT NORTH OF MORNINGSIDE PARK IN BLOCK 1, EVERGREEN PARK IN BLOCK 4 AND SUNSET PARK IN BLOCK 5, BEING IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 20, 1932 AS DOCUMENT 650428, ALL IN DUPAGE COUNTY, ILLINOIS.

CONTAINING: 7,561.40 sq. ft. (0.1736 acres)

ADAMS STREET



ARDMORE AVENUE

JACKSON STREET

EASEMENT RESERVATION FOR PUBLIC ALLEY VACATION

AN EASEMENT IS HEREBY RESERVED TO THE VILLAGE OF VILLA PARK AND TO THOSE PUBLIC UTILITY COMPANIES OWNING AND HAVING PUBLIC SERVICE FACILITIES IN THE PUBLIC ALLEY BEING VACATED, AS ARE NECESSARY, IN THE JUDGMENT OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF VILLA PARK, FOR THE CONTINUING PUBLIC SERVICE BY MEANS OF THESE FACILITIES AND FOR THE MAINTENANCE, REPAIR, REPLACEMENT AND RECONSTRUCTION OF SAID FACILITIES, AS SHOWN ON THE PLAT DRAWN.

STATE OF ILLINOIS)) S.S.
COUNTY OF DUPAGE)
APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK, ILLINOIS,
THIS _____ DAY OF _____ A.D. 20____

PRESIDENT _____
VILLAGE CLERK _____

G
GENTILE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
550 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE (630) 916-6262

PREPARED FOR: VILLAGE OF VILLA PARK DEPT. ECONOMIC DEVELOPMENT
DRAWN BY: MHC
ORDER NO.: 19-21091
ILLINOIS PROFESSIONAL DESIGN
FIRM LICENSE NO. 184-002870

STATE OF ILLINOIS)) S.S.
COUNTY OF DUPAGE)
THIS INSTRUMENT NUMBER _____
DUPAGE COUNTY, ILLINOIS, AFORESAID, ON THE _____ DAY OF _____
AT _____ O'CLOCK _____ M.
DUPAGE COUNTY RECORDER OF DEEDS _____

STATE OF ILLINOIS) SS
COUNTY OF DU PAGE)
I, JOSEPH F. GENTILE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT
HEREON DRAWN HAS BEEN PREPARED AT AND UNDER MY DIRECTION FOR THE PURPOSE OF VACATING A
PUBLIC ALLEY AND RESERVING A PUBLIC UTILITY EASEMENT THEREIN, AND THAT IT IS A CORRECT
REPRESENTATION OF THE AREA DESCRIBED HEREIN.

GIVEN UNDER MY HAND AND SEAL AT LOMBARD, ILLINOIS THIS _____ DAY OF
_____ A.D. 20____

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. _____
MY LICENSE EXPIRES NOVEMBER 30, 2020.

Ordinance No. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
VACATING A PUBLIC ALLEYWAY**

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the “*Village*”) is a duly organized and validly existing municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the Illinois Municipal Code, as from time to time amended (the “*Municipal Code*”) (65 ILCS 5/65-1-1-2, *et seq.*); and,

WHEREAS, the Village received a request from a property owner to acquire that portion of an unimproved dedicated right-of-way (the “*Alleyway*”) adjacent to said owner’s property; and,

WHEREAS, Section 11-91-1 of the Illinois Municipal Code (the “*Code*”) provides that whenever the corporate authorities of any municipality determine that the public interest will be served by vacating any street or alley, they may do so by ordinance provided that the owners of property abutting the street or alley pay to the municipality the fair market value of the property to be acquired by such property owner; and,

WHEREAS, the Village has been informed that all of the property owners of the properties abutting the Alleyway have been contacted and five of the eight property owners have interest in acquiring portions of the alleyway as hereinafter set forth; and,

WHEREAS, as authorized by the Code, the President and Board of Trustees (the “*Corporate Authorities*”) have determined that the Village has no use nor expects to have any need for this Alleyway and therefore believes it to be in the best interest of the Village to vacate said alleyway and convey portions thereof to the property owners abutting the Alleyway as hereinafter provided.

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 above recitals are fully incorporated into this Ordinance as if fully set forth in this Section.

Section 2. The Corporate Authorities hereby approve the Plat of Vacation prepared by Gentile & Associates, Inc., attached as Exhibit A, and hereby vacate the alleyway legally described on said Plat of Vacation.

Section 3. That the following portions of the Alleyways, as hereinafter legally described, be conveyed to the property owners requesting the acquisition of any portion of the Alleyway upon payment of the fair market value as specified:

Legal Descriptions for Alley Vacation:

To 940 South Ardmore, Property Owners: Mark D. Summaria and Elaine Summaria

The adjacent 10' (ten-feet) adjoining the west line of Lot 6 in Block 5 of N.O. Shively & Co's Madison St. Gardens Subdivision

Purchase Price: \$1,643.25

To 936 South Ardmore, Property Owners: Michael J. Pentecost and Katie Pentecost

The adjacent 10' (ten-feet) adjoining the west line of Lot 5 in Block 5 of N.O. Shively & Co's Madison St. Gardens Subdivision

Purchase Price: \$1,643.25

To 932 South Ardmore, Property Owners: Jeffrey S. Stubbs and Rosemarie L. Stubbs

The adjacent 10' (ten-feet) adjoining the west line of Lot 4 and the south half of Lot 3 in Block 5 of N.O. Shively & Co's Madison St. Gardens Subdivision

Purchase Price: \$2,464.88

To 14 West Jackson, Property Owners: Jarmila Rojickova

The adjacent 10' (ten-feet) adjoining the east line of Lots 27 and 27A in Block 5 of N.O. Shively & Co's Madison St. Gardens Subdivision; and the adjacent 10' (ten-feet) adjoining the west line of Lot 7 in Block 5 of N.O. Shively & Co's Madison St. Gardens Subdivision

Purchase Price: \$8,316.82

To 15 West Adams, Property Owners: Dale Madsen

The adjacent 10' (ten-feet) adjoining the east line of Lots 8 and 8A in Block 5 of N.O. Shively & Co's Madison St. Gardens Subdivision; and the adjacent 10' (ten-feet) adjoining the west line of Lots 1 and 2 in Block 5 of N.O. Shively & Co's Madison St. Gardens Subdivision; and the adjacent 10' (ten-feet) adjoining the west line of the north half of Lot 3 in Block 5 of N.O. Shively & Co's Madison St. Gardens Subdivision

Purchase Price: \$10,781.69

Section 4. The Village President and Village Clerk are hereby authorized to execute any and all documents as may be required to convey each portion of the Alleyway as hereinabove set forth to the property owners herein above listed upon payment of the specified purchase price.

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

Passed this ____ day of _____, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this ____ day of _____, 2019.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2019

Village Board of Trustees Agenda Item Report

Meeting Date: August 26, 2019

Submitted by: Patrick Grill

Submitting Department: Community Development

Item Type: Ordinances

Agenda Section:

Subject:

Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Appendix C of the Villa Park Municipal Code Providing for the Regulation of Signs

Suggested Action:

At the direction of the Village Board, the Zoning & Planning Commission held a public hearing on April 11, 2019 on a text amendment that would add electronic billboards as a special use in the Zoning Ordinance. This item was continued for additional information, and on June 13, the Zoning & Planning Commission unanimously recommended against this text amendment. Should the Village Board wish to approve this text amendment, they should approve the attached ordinance.

Attachments:

[MEMO - Electronic Billboards](#)

[Minutes PZ 19-0002 6-13-2019](#)

[ORD - Electronic Billboards](#)



Village of Villa Park

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

COMMUNITY DEVELOPMENT DEPARTMENT
Director • Patrick M. Grill, AICP

Phone (630) 433-4300
Fax (630) 941-5979
TDD (630) 834-8589

MEMORANDUM

TO: Manager Keehner

FROM: Patrick M. Grill, AICP

DATE: August 7, 2019

RE: **Petition PZ-19-0002 Text Amendment to Appendix C Villa Park Zoning Ordinance (Village of Villa Park, Petitioner)**

On July 12, 2010 the Village Board approved Ordinance No. 3617. This ordinance amended the Municipal Code and Zoning Code related to the regulation of electronic billboards. In general, the Municipal Code was amended to define electronic billboards, create a license for said billboards, set a license fee, create a revocation or suspension process, and create a hearing and decision process. The Zoning Code was amended to establish electronic billboard regulations under the special use process, create a definition for electronic billboard in the Zoning Code, and added electronic billboards as a permissible sign on vacant property.

However, this ordinance was never codified and these regulations were never inserted into the Municipal Code or Zoning Code. A copy of the approved ordinance is attached to this memo. This ordinance amended both the zoning code and municipal code.

Because the Village has adopted a new zoning code in the meantime, this language cannot just be added back in. Specifically, anything not included in the draft zoning document when adopted became null and void.

When this item was presented to the Village Board, they wished the language to be added back into the zoning code. As this would require a text amendment, they remanded the issue back to the Zoning & Planning Commission to hold a public hearing on a text amendment that establishes electronic billboard regulations under the special use process, creates a definition for electronic billboard in the Zoning Code, and adds electronic billboards as a permissible sign on vacant property.

Specifically, electronic billboards would be considered a special use that, in addition to the existing standards currently included in the new zoning ordinance, would have to meet the following criteria:

1. New electronic billboards shall only be considered along Route 64 (North Avenue) and Route 38 (Roosevelt Road).
2. Electronic billboard location and operations shall comply with Illinois Administrative Code Title 92, Chapter I, subchapter f, Highways Part 522: Control of Outdoor

Advertising Adjacent to Primary and Interstate Highways.

3. Only one (1) electronic billboard shall be permitted per lot or development.
4. New electronic billboards shall only be considered in the C-3 Service Business District, M-1 Light Industrial District, and M-2 General Industrial District.
5. Decorative landscaping shall be installed and maintained around the base of the sign, extending a minimum of three (3) feet from the outer edge of the sign base on all sides. Where the area around the base of a sign is not sufficient in size to accommodate landscaping, the director of community development or his/her designee may permit installation and maintenance of a portion of the required landscaping at an alternate location of the site.
6. Electronic billboards shall be subject to the licensing provisions of Article ___ of Chapter ___ of the Village Code.

Blanks have been left in #6 above as the Village Board has not established which Article and Chapter will be amended for this change.

A definition would be added that reads as follows:

Sign, electronic billboard: A programmable electronic sign that meets the requirements of a special use.

And the last amendment to the Zoning Code would be to Section 8.2 that reads as follows:

8.2.16 Signs on vacant lots. No commercial advertising signs shall be permitted to be placed on vacant lots, with the exception of real estate signs and electronic billboards.

On June 13, 2019, following a public hearing in which no one spoke against this amendment the Zoning & Planning Commission unanimously recommended against the following text amendment:

- Article 8 adding regulations concerning Electronic Billboards

A copy of the approved minutes from that meeting are attached.

PLANNING AND ZONING ACTION:

Majority of quorum.

_0_AYES, _6_NAYS

VILLAGE BOARD VOTE REQUIRED:

Two-thirds of all member of the Village Board.

____AYES, _____NAYS

VILLAGE OF VILLA PARK
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. 3617

**ORDINANCE AMENDING CHAPTER 13 OF THE MUNICIPAL CODE OF THE VILLAGE, AND
TEXT AMENDMENTS TO ARTICLES 6 AND 19 OF THE VILLA PARK ZONING ORDINANCE
RE ELECTRONIC BILLBOARDS**

WHEREAS, the Village of Villa Park has previously adopted Article 19 of the Villa Park Zoning Ordinance, which Article regulates the construction, maintenance and performance standards of signs; and

WHEREAS, under 65 ILCS 5/11-80-15(a), the corporate authorities of each municipality may license street advertising by means of billboards, sign boards, and signs and may regulate the character and control the location of the billboards, sign boards, and signs upon vacant property and upon buildings; and

WHEREAS, the President and Board of Trustees believe and hereby declare that it is in the best interests of the Village and its residents to license and regulate electronic billboards within the corporate limits;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK, DU PAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: The foregoing recitals are found to be true and correct, and they are hereby incorporated within this Section One as findings of fact as if said recitals were fully set forth herein.

SECTION TWO: Chapter 13 of the Municipal Code of the Village of Villa Park shall be and is hereby amended by the addition of a new Article XV thereto, which new Article XV shall hereafter be and read as follows:

ARTICLE XV. ELECTRONIC BILLBOARD LICENSING

Sec. 13-1501. Definitions.

For purposes of this Article, unless the context clearly requires otherwise, the term "electronic billboard" shall mean a programmable display that has the capability to present a large amount of variable text, color images and/or complex visual arrangements electronically.

Sec. 13-1502. License required.

It shall be unlawful for any person or entity to construct, install, maintain or operate an electronic billboard within the corporate limits of the Village of Villa Park without having a valid electronic billboard license issued by the Village President and attested by the Village Clerk. Pursuant to Article 6 of the Villa Park Zoning Ordinance, a special use permit shall also be required for an electronic billboard license to be issued. The term of the license shall be equal to the useful life of electronic billboards of comparable size and quality, as determined in accordance with industry standards.

Sec. 13-1503. Number of licenses.

There shall be in effect at any one time no more than one electronic billboard license.

Sec. 13-1504. Application for license.

(a) An application for any license provided for in this article shall be made to the village manager, in writing, signed by the applicant if an individual, by all the partners of a partnership, or by a duly authorized agent thereof if a corporation, and verified by a notarized affidavit, and filed with the village clerk. Such application shall contain the following statements and information:

- (1) The name and address of the applicant in the case of an individual; in the case of a partnership, the persons entitled to share in the profits thereof, in the case of a corporation, the president or local officer's name and corporate address of such person.
- (2) The character of business of the applicant, and in the case of a corporation, the objects for which it was formed as set forth in the corporate charter.
- (3) The length of time said applicant has been in business, or in the case of a corporation, the date when its charter was issued.

- (4) The location and description of the premises or place of business which is to be operated under such license.
- (5) A statement as to whether applicant has made application for a similar or other license on premises other than described in this application, and the disposition of such application.
- (6) A statement that applicant is not disqualified to receive a license by reason of any matter or thing contained in any ordinance or state law.
- (7) A statement that the applicant will not violate any of the laws of the state of Illinois or any ordinance of the village, in the conduct of his place of business.
- (8) Such other statements and information as may be required on such form.

(b) When any applicant for license is a corporation, said application shall be signed by the president or local officer thereof, and should the applicant be a partnership, then each and every member of the partnership including silent or limited partners, if any, shall sign such application.

(c) In each instance where business is being conducted by a manager or agent, such person or persons must comply with the applicable provisions of this section.

(d) The license shall be transferable provided that the transferor (1) prepares and files a new application and (2) meets the criteria for issuance of a license set forth in this section as enacted upon the date of passage herein. In the event the licensee transfers the sign internally to another subsidiary or undergoes a name change, the license shall automatically transfer with notification to the Village of such transfer or name change.

Sec. 13-1505. License fee.

A one-time license fee of five hundred dollars (\$500.00) shall be charged to the applicant for processing and issuance of the electronic billboard license or for the transfer thereof.

Sec. 13-1506. Revocation or suspension of license.

(a) No licensee holding an electronic billboard license or his agent or employee shall, in the conduct of the licensed business or upon the licensed premises:

- (1) Violate any law of the State of Illinois, regulating electronic billboards; or

(2) Violate any village ordinance regulating electronic billboards or resolution regulating electronic billboards; or

(3) Suffer or permit a violation of any law of the State of Illinois regulating electronic billboards; or

(4) Suffer or permit a violation of a village ordinance regulating electronic billboards.

(b) The Village President and Board of Trustees may, after providing written notice of any violation and affording the licensee a period of 30-days to cure such violation, revoke or suspend any license for any violation of this article in the event that the violation is not cured by licensee. No license shall be revoked or suspended except after a public hearing by the Village President and Board of Trustees with written notice to the licensee affording the licensee an opportunity to appear and defend.

(c) A violation of subsection (a) may be proved by evidence that the licensee, its employee or his agent or employee has been convicted of a violation of the law of the State of Illinois in the conduct of the licensed business or upon the licensed premises, or has been found guilty of violating any village ordinance regulating electronic billboards.

(d) Proof by a preponderance of evidence before the Village President and Board of Trustees of facts which establish a violation of any Illinois state statute regulating electronic billboards, or village ordinance regulating electronic billboards or resolution regulating electric billboards shall be sufficient cause for revocation or suspension of any license issued by the village, irrespective of whether or not a conviction has been obtained in any court.

(e) Should any applicant for license make a false or fraudulent statement in such application, the same shall be sufficient cause for revocation or suspension by the Village President and Board of Trustees of such license.

Sec. 13-1507. Hearing and decision.

In the event licensee does not cure a violation within the prescribed 30-day period, the electronic billboard license shall be revoked or suspended only after a public hearing by the Village President and Board of Trustees with written notice to the licensee affording the licensee an opportunity to appear and defend. The Village President and Board of Trustees shall, within five (5) days after such hearing, if they determines after such hearing that the license should be revoked or suspended, state the reason or reasons for such determination in a written order of revocation or suspension and shall serve a copy of such order within the five (5) days upon the licensee.

Sec. 13-1508. Penalty.

Any person who violates any provision of this Article 15 shall be fined not less than one hundred dollars (\$100.00) nor more than seven hundred fifty dollars (\$750.00), and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

SECTION THREE: Section 6.10 of Article 6 of the Villa Park Zoning Ordinance (Appendix

C) shall be and is hereby amended to add a new subsection A(21) thereto, which new subsection 6.10.A(21) shall hereafter be and read as follows:

- (21) Electronic billboards: In addition to the standards enumerated in subsection D of this section, all electronic billboards shall, at a minimum, meet the following criteria:
 - (a) New electronic billboards shall only be considered along Route 64 (North Avenue) and Route 38 (Roosevelt Road).
 - (b) Electronic billboard location and operations shall comply with Illinois Administrative Code Title 92, Chapter I, Subchapter f, Highways Part 522: Control of Outdoor Advertising Adjacent to Primary and Interstate Highways.
 - (c) Only one (1) electronic billboard shall be permitted per lot or development.
 - (d) New electronic billboards shall only be considered in the C-3 Service Business District, M-1 Light Industrial District, and M-2 General Industrial District.
 - (e) Decorative landscaping shall be installed and maintained around the base of the sign, extending a minimum of three (3) feet from the outer edge of the sign base on all sides. Where the area around the base of a sign is not sufficient in size to accommodate landscaping, the director of community development or his/her designee may permit installation and maintenance of a portion of the required landscaping at an alternate location on the site.
 - (f) Electronic billboards shall be subject to the licensing provisions of Article XV of Chapter 13 of the Village Code.

SECTION FOUR: Section 19.1 of Article 19 of the Villa Park Zoning Ordinance (Appendix C) shall be and is hereby amended to add a definition for "electronic billboard sign," which definition shall hereafter be and read as follows:

Sign, electronic billboard: A programmable electronic sign that meets the requirements of Section 6.10.A(21) of this ordinance.

SECTION FIVE: Subsection E of Section 19.5 of Article 19 of the Villa Park Zoning Ordinance (Appendix C) shall be and is hereby amended in its entirety so that said subsection 19.5.E shall hereafter be and read as follows:

E. *Signs on vacant lots.* No commercial advertising signs shall be permitted to be placed on vacant lots, with the exception of real estate signs and electronic billboards.

SECTION SIX: Any policy, resolution or ordinance of the Village that conflicts with the provisions of this ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION SEVEN: This ordinance shall be in full force and effect from and after its passage and approval and publication in the manner provided by law.

PASSED THIS 12th day of July, 2010.

AYES: 5 Bullwinkel, Bulthuis, Davis, Hegland, Cullerton

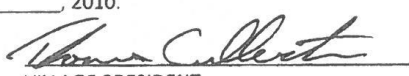
NAYS: 0

ABSENT: 2 Blankensop, Taglia

APPROVED THIS 12th day of July, 2010.

ATTEST:


VILLAGE CLERK/BOLINGBROOK #150271/mcs


VILLAGE PRESIDENT



IN RE THE MATTER OF:)
)
Text Amendment to) Petition PZ-19-0002
Appendix C, Villa Park)
Zoning Ordinance.)

PROCEEDINGS HAD and testimony taken before
the VILLAGE OF VILLA PARK PLANNING & ZONING
COMMISSION, taken at Villa Park Village Hall, 20
South Ardmore Avenue, Villa Park, Illinois, before
MARY E. FAILLO, C.S.R., qualified in the State of
Illinois.

1 BOARD MEMBERS PRESENT:

2 MR. JASON JARRETT

3 MR. MIKE ORLOWSKI

4 MR. LARRY CALVERT

5 MS. LINDA BELLOW

6 MR. JACK LANENGA

7 MR. DOMINICK ROMANO

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9
10 ALSO PRESENT:

11 MR. PATRICK GRILL, Director of Community
Development
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1 COMMISSIONER JARRETT: Next order of business
2 is Petition PZ-19-0002. That's a continuation of
3 Text Amendment to Appendix C, Villa Park Zoning
4 Ordinance. Petitioner, Village of Villa Park.

5 MR. GRILL: You will recall at the last
6 Commission meeting where this was discussed you saw
7 additional information as it related to vacant land
8 along North Avenue, Roosevelt Road, and also along
9 Route 83, which Staff has provided.

10 With that, Staff would entertain any
11 questions that the Commission has about this
12 proposed Text Amendment. I would wish to note that
13 I know we focused a little bit on the fact that, you
14 know, we're looking at the vacant parcels, but there
15 is nothing in the proposed language that precludes
16 someone from asking for a billboard on an already
17 developed parcel either.

18 COMMISSIONER JARRETT: Does it say the parcel
19 needs to be vacant?

20 MR. GRILL: It does not say the parcel needs to
21 be vacant. It just -- this ordinance allows the
22 owner of a vacant parcel to petition for a billboard

1 on their property. But, again, the petition also
2 right now limits the number of licenses to one.

3 COMMISSIONER LANENGA: That's not a ringing
4 endorsement, Patrick.

5 MR. GRILL: I am here before you tonight not
6 with a yes or a no. I am merely providing
7 information to help you. This is a policy decision,
8 and, you know, Staff doesn't have any valuable input
9 one way or the other on this, because it's more of a
10 decision that is a policy than it is anything else.
11 There's nothing -- you know, it's not like an
12 enforcement issue for me or anything like that.
13 It's a policy decision.

14 COMMISSIONER JARRETT: It's a planning issue
15 though.

16 MR. GRILL: It is a planning issue. You know,
17 this Commission did recommend approval of this some
18 eight, nine years ago, but it was a different
19 Commission. So, you know, you have the opportunity
20 tonight to either affirm that decision that was
21 made, you know, almost 10 years ago, or say, well,
22 you know, after 10 years we have a different feeling

1 on that, and it's certainly within your realm to
2 make a different decision on this.

3 COMMISSIONER JARRETT: Speaking only for
4 myself, I voted in favor of this 10 years ago to
5 facilitate one sign, and that sign is there, and not
6 passing this doesn't change anything with that sign.

7 I look at like the south side of Roosevelt
8 Road around Westmore, which is not Villa Park, but
9 there are probably four, five, six, maybe eight
10 signs between Westmore-Meyers and about Main Street,
11 and they're all ugly. Every one of them. In fact,
12 most of them are uglier than our big, ugly one. I
13 don't want more of that on Roosevelt Road for sure,
14 personally. I wouldn't want to see it on most of
15 North Avenue.

16 Personally, we know how hard those signs
17 are. As a Village, we should know, and we do know,
18 how hard it is to get rid of those signs once the
19 contract is in place. They're almost impossible.
20 Almost as hard as cell towers that we can't remove.
21 They make properties virtually un-developable
22 without the permission of the sign owners or the

1 tower owners. That's my opinion.

2 I don't know if there's a way to
3 facilitate specific signs that doesn't open up the
4 wild west of signs, but I'm not personally in favor
5 of opening up all of North Avenue, all of Roosevelt
6 Road, because there's nothing to preclude a building
7 that's not vacant from being torn down. We've got
8 crappy buildings on North Avenue that could be gone
9 in a day. We have some of those are Roosevelt that
10 are moderately useable spaces that would be much
11 more profitable with a billboard on them, but not to
12 the Village, unless the Village owned the property.

13 MR. GRILL: Correct.

14 COMMISSIONER JARRETT: It doesn't do anything
15 for the Village financially if the Village doesn't
16 own the property.

17 MR. GRILL: Correct.

18 COMMISSIONER JARRETT: And what's the cost of
19 more money for the Village if it's going to be
20 billboards.

21 MR. GRILL: Right. The only comment Staff
22 would have on the financial aspect of it, there is

1 nothing that would necessarily preclude the Village
2 from requiring a two, three, four, \$5,000 annual
3 licensing permit for that sign.

4 COMMISSIONER JARRETT: But it's not codified
5 that way currently.

6 MR. GRILL: That's correct.

7 COMMISSIONER JARRETT: As far as we heard from
8 the Village, there's no intent for that.

9 MR. GRILL: Certainly not in the proposed
10 language here before you this evening.

11 COMMISSIONER ORLOWSKI: That's a cheap price.

12 COMMISSIONER JARRETT: For signs that take
13 millions of dollars to make go away.

14 COMMISSIONER BELLOW: My personal opinion is I
15 don't like any of them. None.

16 COMMISSIONER ORLOWSKI: What do we have here?

17 COMMISSIONER JARRETT: I mean, there are places
18 on 83 where maybe it would sell, maybe, but if it's
19 the wild west, I can't do it. That's where I stand.

20 COMMISSIONER BELLOW: I think they're
21 unsightly. I think they're a distraction to drivers
22 who have enough distractions with their cell phones.

1 I don't think they need signs. I mean, I catch
2 myself doing it when I'm going up 294, because
3 you're bombarded with them and not even watching the
4 road.

5 COMMISSIONER LANENGA: What's that one with
6 Brian Urlacher?

7 COMMISSIONER BELLOW: Hair Club For Men.
8 Urlacher's up there, and it's like -- there's just
9 constant. It's awful. I don't even like them up
10 there.

11 I was someplace in Florida where they had
12 none. A big, huge highway. Beautiful, green, no
13 signs. It was beautiful. You couldn't even find
14 Walmart because the sign was so low, but it was
15 pretty.

16 COMMISSIONER JARRETT: Any other comments from
17 the Commission?

18 COMMISSIONER ORLOWSKI: No. I can say that,
19 yeah, I originally voted for this, but voted against
20 the one that's sitting on Roosevelt Road.

21 COMMISSIONER JARRETT: Likewise.

22 COMMISSIONER ORLOWSKI: I just assume leave it

1 the way that it is and not allow them. It's caused
2 some hardships with some pieces of -- key pieces of
3 property that we could have done other things with.
4 So I, myself, would -- I would rather vote no and
5 pass it on to the Board and let them discuss it
6 amongst themselves.

7 COMMISSIONER JARRETT: I should have asked this
8 earlier. Is there anybody from the public that
9 wishes to speak on this topic? I see no one wishing
10 to speak.

11 Any other comments? Questions?

12 COMMISSIONER LANENGA: If this is not approved,
13 what happens?

14 COMMISSIONER ORLOWSKI: It goes as a no vote to
15 the Board.

16 COMMISSIONER LANENGA: But what's in place now?

17 COMMISSIONER JARRETT: Which is that no
18 billboards are permitted.

19 COMMISSIONER LANENGA: Period?

20 COMMISSIONER JARRETT: Period. Under the
21 current ordinance, no offsite advertising signs are
22 permitted.

1 Any other questions or comments? All
2 right. Then I would entertain a motion.

3 COMMISSIONER LANENGA: I would move to not
4 approve the Text Amendment to Article A of Appendix
5 C of the Municipal Code adding regulations
6 concerning billboards.

7 COMMISSIONER JARRETT: I have a motion. Is
8 there a second?

9 COMMISSIONER ORLOWSKI: I'll second that
10 motion.

11 COMMISSIONER JARRETT: All right. So, just to
12 clarify, a yes vote is a vote against approving it.

13 COMMISSIONER LANENGA: That's correct.

14 COMMISSIONER JARRETT: A yes vote is a vote
15 against the passage of the recommendation.

16 All right. Any questions or comments?
17 Roll call.

18 Calvert.

19 COMMISSIONER CALVERT: Yes.

20 COMMISSIONER JARRETT: Orłowski.

21 COMMISSIONER ORLOWSKI: Yes.

22 COMMISSIONER JARRETT: Bellow.

1 COMMISSIONER BELLOW: Yes.

2 COMMISSIONER JARRETT: Lanenga.

3 COMMISSIONER LANENGA: Yes.

4 COMMISSIONER JARRETT: Romano.

5 COMMISSIONER ROMANO: Yes.

6 COMMISSIONER JARRETT: And I too vote yes.

7 With that, our recommendation passes to the Village
8 Board who can accept, reject, or modify our
9 recommendation.

10 (Whereupon, the public hearing was
11 concluded.)

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1 | STATE OF ILLINOIS)
) SS.

2 | COUNTY OF DU PAGE)

5 I, MARY FAILLO, C.S.R. No. 084-004565,
6 duly qualified by the State of Illinois, County of
7 Du Page, do hereby certify that at the request of
8 the VILLAGE OF VILLA PARK PLANNING & ZONING
9 COMMISSION, subject to the usual terms and
10 conditions of County Court Reporters, Inc., reported
11 in shorthand the proceedings had and testimony taken
12 at the public hearing of the above-entitled cause,
13 and that the foregoing transcript is a true, correct
14 and complete report of the entire testimony so taken
15 at the time and place hereinabove set forth.

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MARY FAILLO, CSR, RPR



A above-entitled 12:12 accept 11:8 adding 10:5 additional 3:7 advertising 9:21 affirm 4:20 ago 4:18,21 5:4 allow 9:1 allows 3:21 Amendment 1:4 3:3,12 10:4 annual 7:2 anybody 9:8 Appendix 1:4 3:3 10:4 approval 4:17 approve 10:4 approved 9:12 approving 10:12 Ardmore 1:18 Article 10:4 asked 9:7 asking 3:16 aspect 6:22 assume 8:22 Avenue 1:18 3:8 5:15 6:5,8 awful 8:9	Board 2:1 9:5,15 11:8 bombarded 8:3 Brian 8:6 building 6:6 buildings 6:8 business 3:1 C C 1:4 3:3 10:5 C.S.R 1:20 12:5 call 10:17 Calvert 2:4 10:18,19 catch 8:1 cause 12:12 caused 9:1 cell 5:20 7:22 certainly 5:1 7:9 certify 12:7 change 5:6 cheap 7:11 clarify 10:12 Club 8:7 Code 10:5 codified 7:4 comment 6:21 comments 8:16 9:11 10:1,16 Commission 1:1 1:7,16 3:6,11 4:17,19 8:17 12:9 COMMISSIO... 3:1,18 4:3,14 5:3 6:14,18 7:4 7:7,11,12,14 7:16,17,20 8:5 8:7,16,18,21 8:22 9:7,12,14 9:16,17,19,20 10:3,7,9,11,13 10:14,19,20,21 10:22 11:1,2,3	11:4,5,6 Community 2:11 complete 12:14 concerning 10:6 concluded 11:11 conditions 12:10 constant 8:9 continuation 3:2 contract 5:19 correct 6:13,17 7:6 10:13 12:13 cost 6:18 County 12:2,6 12:10 Court 12:10 crappy 6:8 CSR 12:19 current 9:21 currently 7:5 D day 6:9 decision 4:7,10 4:13,20 5:2 developed 3:17 Development 2:11 different 4:18,22 5:2 Director 2:11 discuss 9:5 discussed 3:6 distraction 7:21 distractions 7:22 doing 8:2 dollars 7:13 DOMINICK 2:7 drivers 7:21 Du 12:2,7 duly 12:6	E 1:20 earlier 9:8 eight 4:18 5:9 either 3:17 4:20 endorsement 4:4 enforcement 4:12 entertain 3:10 10:2 entire 12:14 evening 7:10 F facilitate 5:5 6:3 fact 3:13 5:11 FAILLO 1:20 12:5,19 far 7:7 favor 5:4 6:4 feeling 4:22 financial 6:22 financially 6:15 find 8:13 five 5:9 Florida 8:11 focused 3:13 foregoing 12:13 forth 12:15 four 5:9 7:2 G go 7:13 goes 9:14 going 6:19 8:2 green 8:12 GRILL 2:11 3:5 3:20 4:5,16 6:13,17,21 7:6 7:9	hard 5:16,18,20 hardships 9:2 heard 7:7 hearing 1:7 11:10 12:12 help 4:7 hereinabove 12:15 highway 8:12 huge 8:12 I Illinois 1:18,22 12:1,6 impossible 5:19 information 3:7 4:7 input 4:8 intent 7:8 issue 4:12,14,16 J JACK 2:6 JARRETT 2:2 3:1,18 4:14 5:3 6:14,18 7:4,7 7:12,17 8:16 8:21 9:7,17,20 10:7,11,14,20 10:22 11:2,4,6 JASON 2:2 JUNE 1:8 K key 9:2 know 3:13,14 4:8,11,16,19 4:21,22 5:16 5:17,17 6:2 L land 3:7 Lanenga 2:6 4:3 8:5 9:12,16,19
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10:3,13 11:2,3 language 3:15 7:10 LARRY 2:4 leave 8:22 licenses 4:2 licensing 7:3 Likewise 8:21 limits 4:2 LINDA 2:5 little 3:13 look 5:7 looking 3:14 low 8:14 M Main 5:10 MARY 1:20 12:5,19 MATTER 1:3 mean 7:17 8:1 meeting 3:6 MEMBERS 2:1 Men 8:7 merely 4:6 MIKE 2:3 millions 7:13 moderately 6:10 modify 11:8 money 6:19 motion 10:2,7,10 move 10:3 Municipal 10:5 N necessarily 7:1 need 8:1 needs 3:19,20 nine 4:18 North 3:8 5:15 6:5,8 note 3:12 number 4:2	O offsite 9:21 once 5:18 open 6:3 opening 6:5 opinion 6:1 7:14 opportunity 4:19 order 3:1 ordinance 1:5 3:4,21 9:21 originally 8:19 Orlowski 2:3 7:11,16 8:18 8:22 9:14 10:9 10:20,21 owned 6:12 owner 3:22 owners 5:22 6:1 P P.M 1:8 Page 12:2,7 parcel 3:17,18 3:20,22 parcels 3:14 Park 1:1,4,14,16 1:18 3:3,4 5:8 12:8 pass 9:5 passage 10:15 passes 11:7 passing 5:6 Patrick 2:11 4:4 Period 9:19,20 permission 5:22 permit 7:3 permitted 9:18 9:22 personal 7:14 personally 5:14 5:16 6:4 petition 1:4 3:2	3:22 4:1 Petitioner 3:4 phones 7:22 pieces 9:2,2 place 5:19 9:16 12:15 places 7:17 planning 1:1,7 1:14 4:14,16 12:8 policy 4:7,10,13 preclude 6:6 7:1 precludes 3:15 PRESENT 2:1 2:10 pretty 8:15 price 7:11 probably 5:9 proceedings 1:12 12:11 profitable 6:11 properties 5:21 property 4:1 6:12,16 9:3 proposed 3:12 3:15 7:9 provided 3:9 providing 4:6 public 1:7 9:8 11:10 12:12 PZ-19-0002 1:4 3:2 Q qualified 1:20 12:6 questions 3:11 9:11 10:1,16 R realm 5:1 recall 3:5 recommend 4:17	recommendati... 10:15 11:7,9 regulations 10:5 reject 11:8 related 3:7 remove 5:20 report 12:14 reported 12:10 Reporters 12:10 request 12:7 requiring 7:2 rid 5:18 right 4:2 6:21 10:2,11,16 ringing 4:3 road 3:8 5:8,13 6:6 8:4,20 Roll 10:17 Romano 2:7 11:4,5 Roosevelt 3:8 5:7,13 6:5,9 8:20 Route 3:9 RPR 12:19 S saw 3:6 second 10:8,9 see 5:14 9:9 sell 7:18 set 12:15 shorthand 12:11 side 5:7 sign 5:5,5,6,22 7:3 8:14 signs 5:10,16,18 6:3,4 7:12 8:1 8:13 9:21 sitting 8:20 six 5:9 someplace 8:11 south 1:18 5:7 spaces 6:10	speak 9:9,10 Speaking 5:3 specific 6:3 SS 12:1 Staff 3:9,10 4:8 6:21 stand 7:19 State 1:20 12:1,6 Street 5:10 subject 12:9 sure 5:13 T take 7:12 taken 1:12,16 12:11,14 terms 12:9 testimony 1:12 12:11,14 Text 1:4 3:3,12 10:4 things 9:3 think 7:20,21 8:1 three 7:2 time 12:15 tonight 4:5,20 topic 9:9 torn 6:7 tower 6:1 towers 5:20 transcript 12:13 true 12:13 two 7:2 U uglier 5:12 ugly 5:11,12 un-developable 5:21 unsightly 7:21 Urlacher 8:6 Urlacher's 8:8 useable 6:10
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Ordinance No. _____

**AN ORDINANCE AMENDING APPENDIX C OF THE VILLA PARK MUNICIPAL CODE
PROVIDING FOR THE REGULATION OF SIGNS IN THE
VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the “*Village*”) is a duly organized and validly existing municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the Illinois Municipal Code, as from time to time amended (the “*Municipal Code*”) (65 ILCS 5/65-1-1-2, *et seq.*); and,

WHEREAS, the Village filed an application requesting a text amendment to Article 8 of Appendix C to make certain clarifications and to add Section 8.8 providing for the regulation of electronic billboards; and,

WHEREAS, Notice of a public hearing on said text amendment was published on March 25, 2019 in the *Daily Herald*, a newspaper having general circulation within the Village, all as required by the State statutes and the ordinances of the Village; and,

WHEREAS, pursuant to said notice, the Zoning and Planning Commission of the Village conducted a public hearing on April 11, 2019, on said text amendment in accordance with the State statutes and the ordinances of the Village; and,

WHEREAS, the Zoning and Planning Commission found that the proposed amendments regulating signs are not good additions to Article 8, *Signs* and recommended against the amendments being granted; and,

WHEREAS, the Corporate Authorities of the Village have received and considered the recommendation of the Zoning and Planning Commission.

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

Ordinance No: _____

Section 1. Article 8 of Appendix C of the Villa Park Municipal Code is hereby amended by deleting 8.1.2 *Scope and Applicability* and replacing it with the following:

“8.1.2. Scope; Permit Required.

- A. All signs are subject to the regulations of this article and all other applicable provisions of this zoning ordinance.
- B. All signs shall require a permit other than Nameplates, Commemorative Wall Plaques and Inscriptions as provided in Sec. 8.3.1.
- C. Sandwich signs as provided in Sec. 8.3.2.
- D. Certain temporary signs as listed in 8.3.6A, 8.3.6B 8.3.6C and 8.3.6E (4).
- E. Sign exceptions as listed in Sec. 8.3.7.”

Section 2. Article 8 of Appendix C of the Villa Park Municipal Code is hereby amended by adding the following to Sec. 8.2:

“8.2.16. Signs Prohibited on Vacant Lots.

No commercial advertising signs shall be permitted to be placed on vacant lots, with the exception of real estate signs and electronic billboards.”

Section 3. Article 8 of Appendix C of the Villa Park Municipal Code is hereby amended by adding the following new section:

“Sec. 8.8 Electronic Billboards.

8.8.1. Definition.

Ordinance No: _____

An electronic billboard is a billboard with an electronic display system entirely computer controlled which can display images, video and animation that meets the requirements of a special use.

8.8.2. Where Allowed.

Only one (1) electronic billboard shall be permitted per lot or development limited to Route 64 (North Avenue); Route 38 (Roosevelt Road); C-3 Service Business District, M-1 Light Industrial District and M-2 General Industrial District.

8.8.3. Additional Requirements.

(a) Electronic billboard locations and operations shall comply with the Illinois Administrative Code, Title 92, Chapter 1, sub-chapter f, Highways Part 522: Control of Advertising Adjacent to Primary and Interstate Highways.

(b) Decorative landscaping shall be installed and maintained around the base of the electronic billboard, extending a minimum of three (3) feet from the outer edge of the electronic billboard base on all sides. Where the area around the base of the billboard is not sufficient in size to accommodate landscaping, the director of community development of his/her designee may permit installation and maintenance of a portion of the required landscaping at an alternate location of the site.”

Section 4. That ordinances or parts of ordinances in conflict with the provisions hereof, are hereby repealed to the extent of such conflict.

Ordinance No: _____

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

Passed this _____ day of _____, 2019.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2019.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2019

Village Board of Trustees Agenda Item Report

Meeting Date: August 26, 2019

Submitted by: Mike Todorovic

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section:

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number One to the Contract between the Village of Villa Park and Superior Road Striping, Inc., for the 2018 Pavement Marking Program

Suggested Action:

The Village has a contract with Superior Road Striping, Inc. of Melrose Park, Illinois for the 2018 Pavement Marking Program in the amount of \$51,489.10. Proposed final Change Order Number 1 consists of the final balancing of contract quantities as measured in the field. The net amount of this proposed Final Change Order No. 1 is a deduction of \$1,022.65, for an adjusted final contract amount of \$50,466.45.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - Change Order 01 \(Final\) - Memo - Pavement Marking 2018.pdf](#)

[RESO - 2018 Pavement Markings Final Change Order](#)

[Contractor-Signed Change Order 01 - 2018 Pavement Markings](#)

[Approved PO #180091 - Pavement Markings 2018 - 2018-09-28.pdf](#)

Departmental Correspondence

Date: 08/05/2019
To: Rich Keehner, Jr., Village Manager
From: Mike Todorovic, Senior Civil Engineer



Re: Resolution of the Village of Villa Park, DuPage County, Illinois Approving Final Change Order No. 1 to the Contract between the Village of Villa Park and Superior Road Striping, Inc. for the 2018 Pavement Marking Program.

STATEMENT OF PROBLEM

The Village has a contract with Superior Road Striping, Inc. of Melrose Park, Illinois, for the 2018 Pavement Marking Program. Proposed Final Change Order No. 1 consists of the final balancing of contract quantities as measured in the field. The net amount of this proposed Final Change Order No. 1 is a deduction of \$1,022.65, for an adjusted final contract amount of \$50,466.45.

INVESTIGATION

The change order includes adjustments to awarded quantities to account for the deduction in marking quantity in order to balance final contract quantities.

The net amount of proposed Final Change Order No. 1 is a deduction of \$1,022.65, for an adjusted final contract amount of \$50,466.45. A summary of the Adjusted Final Contract would be as follows:

Awarded Contract Amount	\$51,489.10
Total Additions	\$5,560.63
Total Deductions	\$6,583.28
Final Change Order No. 1	(\$1,022.65)
Adjusted Final Contract Amount	\$50,466.45

RECOMMENDATION

Public Works staff requests approval of Final Change Order No. 1 to the contract with Superior Road Striping, Inc. of Melrose Park, Illinois, for the 2018 Pavement Marking Program.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois Approving Final Change Order No. 1 to the Contract between the Village of Villa Park and Superior Road Striping, Inc. for the 2018 Pavement Marking Program.

WHEREAS, the Village had approved a contract with Superior Road Striping, Inc. of Melrose Park, Illinois, for a project commonly known as the **2018 Pavement Marking Program**; and

WHEREAS, certain change orders must meet the required findings that circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or the change order is in the best interest of the Village as required by Section 33E-9 of the Illinois Criminal Code (720 ILCS 5/33 E-9); and

WHEREAS, it has been recommended to the Village Board that a change order is necessary and consists of the final balancing of contract quantities as measured in the field, as set forth in final Change Order No. 1 attached hereto and made a part hereof; and

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

Section 1: The Village hereby finds and declares that final Change Order No. 1 to the **2018 Pavement Marking Program** contract with Superior Road Striping, Inc. with total additions of (\$5,560.63) and total deductions of (\$6,583.28), resulting in a net deduction to the contract of (\$1,022.65), attached hereto and made a part hereof, is required by circumstances not reasonably foreseeable at the time the contract was signed and is in the best interests of the Village.

Section 2: The attached change order is hereby approved, and the Village Manager is authorized to execute the change order in substantially the form attached hereto.

Section 3: The Village Manager is directed to cause a copy of this resolution to be placed and maintained in the permanent contract file for the **2018 Pavement Marking Program** which shall be open to the public.

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

Resolution No. _____

PASSED this _____ day of _____, 2019, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2019

Attest: _____
Village Clerk

Village President

VILLAGE OF VILLA PARK

CHANGE ORDER NUMBER

01 (FINAL)

PROJECT: 2018 PAVEMENT MARKING PROGRAM
 CONTRACTOR: SUPERIOR ROAD STRIPING, INC.
 DATE OF CONTRACT TIME START: 09/28/2018
 AWARDED CONTRACT AMOUNT: \$51,489.10

CHANGES ORDERED HEREWITH:

ITEM NO.	PAY ITEM	UNIT	PREVIOUS QUANTITY	REVISED QUANTITY	UNIT PRICE	AMOUNT CHANGE
1	THPL PVT MK L & S	SF	1,410.00	1,752.40	\$3.51	\$1,201.82
2	THPL PVT MK LINE 4	LF	28,350.00	25,581.00	\$0.52	(\$1,439.88)
3	THPL PVT MK LINE 8	LF	1,350.00	5,565.00	\$0.76	\$3,203.40
4	THPL PVT MK LINE 12	LF	400.00	440.00	\$1.52	\$60.80
5	THPL PVT MK LINE 24	LF	725.00	734.00	\$3.78	\$34.02
6	PAVT MARKING REMOVAL	SF	13,350.00	15,405.10	\$0.41	\$842.59
7	MOD URETH PVT MK L & S	SF	775.00	720.00	\$6.00	(\$330.00)
8	MOD URETH PVT MK LINE 4	LF	2,625.00	2,198.60	\$1.00	(\$428.40)
9	MOD URETH PVT MK LINE 6	LF	3,350.00	3,293.00	\$2.00	(\$114.00)
10	MOD URETH PVT MK LINE 12	LF	250.00	35.00	\$4.00	(\$860.00)
11	MOD URETH PVT MK LINE 24	LF	775.00	396.00	\$9.00	(\$3,411.00)
X12	THPL PVT MK LINE 8	LF	0.00	218.00	\$1.00	\$218.00
TOTAL ADDITIONS						\$5,560.63
TOTAL DEDUCTIONS						(\$6,583.28)
TOTAL CHANGE ORDER AMOUNT						(\$1,022.65)

REASON FOR CHANGE ORDER:

This final Change Order #1 consists of the final balancing of contract quantities as measured in the field.

CONTRACT AMOUNT

AWARDED CONTRACT AMOUNT	<u>\$51,489.10</u>
PREVIOUS CHANGE ORDERS (+/-)	<u>\$0.00</u>
THIS CHANGE ORDER (+/-)	<u>(\$1,022.65)</u>
TOTAL CHANGE ORDERS (+/-)	<u>(\$1,022.65)</u>
ADJUSTED CONTRACT AMOUNT	<u>\$50,466.45</u>

CONTRACT TIME (CALENDAR DAYS & COMPLETION DATE)

	SUBSTANTIAL COMPLETION	FINAL COMPLETION
ORIGINAL	N/A	N/A
PREVIOUS C.O.'S (+/-)	0	0
THIS C.O. (+/-)	N/A	N/A
REVISED	N/A	N/A
ORIG. COMPLETION DATE	N/A	N/A
REV. COMPLETION DATE	N/A	N/A

It is mutually agreed by Owner and Contractor that this change order includes any and all costs associated with or resulting from the changes ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this change order. This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.

SUPERIOR ROAD STRIPING, INC.

CONTRACTOR

VILLAGE OF VILLA PARK

OWNER

BY:

BY:

DATE

DATE

VILLAGE OF VILLA PARK

20 S ARDMORE AVE
VILLA PARK IL 60181-2610

630-834-8500

PURCHASE ORDER

9971
TO: SUPERIOR ROAD STRIPING INC
1967 CORNELL CT
MELROSE PARK IL 60160

DATE: 09/28/2018

P.O. Number: 180091

QTY	DESCRIPTION	UNIT PRICE	AMOUNT	GL ACCOUNT
1.00	2018 PAVEMENT MARKING PROGRAM	51,489.00	51,489.00	60.502.02.299

TOTAL: 51,489.00

PREVAILING WAGE NOTICE

Village contracts that are subject to the Prevailing Wage laws include all public works, improvements to public facilities, including landscape improvements performed in conjunction with a public works project, and other publicly funded projects in accordance with Prevailing Wage Act (820 ILCS 130/). It is the responsibility of each contractor conducting work covered by the Prevailing Wage Act to pay employees accordingly and to maintain proper records to ensure and confirm compliance with the Act.

When a contract or work is subject to the Prevailing Wage Act, the Village will provide notice to the contractor (or general contractor only, if subcontractors are to be used) that the contract or work shall be subject to the Prevailing Wage Act. Notice shall be one of the following:

- a) For contracts that are bid, the project specification and the contract shall include a stipulation that not less than the prevailing rate shall be paid to all laborers, workers and mechanics performing work under the contract.
- b) For non-bid Prevailing Wage contracts, the Village shall provide written notice to the contractor prior to finalizing contract terms. This notice may include direct communications, or documentation through the purchase order process.

Pay requests for contracts that are subject to the Prevailing Wage Act shall include certified payrolls, in accordance with the act. Certified payrolls should be retained by the operating department.

Village Board of Trustees Agenda Item Report

Meeting Date: August 26, 2019

Submitted by: Mike Todorovic

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section:

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with TranSystems Corporation of Schaumburg, Illinois, for Phase III Construction Engineering of the Astor, Myrtle, & Euclid Project in an Amount Not to Exceed \$229,747

Suggested Action:

TranSystems Corporation submitted a proposal to the Village to provide Phase III construction engineering services (street, utility and drainage improvements) for the Astor, Myrtle and Euclid Improvement Project. This resolution approves a contract with TranSystems Corporation for Phase III construction services in an amount not to exceed \$229,747, which would be taken from the Street Improvement, Stormwater, Water, Wastewater (Sewer Separation) and Wastewater (Capital) funds. It is anticipated that IEPA loan funding will also support this project. Staff recommends approval of the agreement.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - Engineering - Phase III - TranSystems - Memo - Astor, Myrtle, Euclid Improvements.pdf](#)

[RESO - Engineering - Phase III - TranSystems - Resolution - Astor, Myrtle, Euclid Improvements](#)

[Phase III Engineering Agreement - TranSystems - Astor, Myrtle, Euclid Improvements](#)

[Astor/Myrtle CIP](#)

[Euclid \(Kenilworth to Highland\) CIP](#)

Departmental Correspondence

Date: 08/15/2019
To: Rich Keehner, Jr., Village Manager
From: Mike Todorovic, Senior Civil Engineer



Re: **Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with TranSystems Corporation, of Schaumburg, Illinois, for Phase III Construction Engineering of the Astor, Myrtle and Euclid Improvement Project in an Amount Not to Exceed \$229,747.00.**

STATEMENT OF PROBLEM

Staff recommends approval of an engineering services agreement with TranSystems Corporation, of Schaumburg, Illinois, for Phase III construction engineering of this project. The construction contract went out to bid on July 24, 2019.

INVESTIGATION

Staff completed a consultant Qualifications Based Selection (QBS) process for the evaluation of consultants to perform construction engineering of street and utility improvements. TranSystems Corporation, of Schaumburg, Illinois, was selected as one of the firms to perform these services for the Village based on their qualifications.

TranSystems Corporation has submitted a proposal to the Village to provide construction engineering services (street, utility and drainage improvements) for the Astor, Myrtle and Euclid Improvement Project in an amount not to exceed \$229,747.00. The scope of the engineering services would include pre-construction coordination, shop drawing review, construction observation and documentation, survey verification, inspection of traffic control and erosion control, measurement and computation of pay items, preparation of pay estimates, and preparation of record drawings. Funding would be taken from Street Improvement Fund (Referendum) account number 60.502.03.292, Stormwater Fund 68.502.10.292, Water Supply Fund account number 82.502.02.292, Wastewater Fund (Capital) account number 83.502.02.292, and Wastewater Fund (Combined Sewer Separation) account number 83.502.04.292. Additionally, the combined sewer separation component of the project is expected to receive IEPA loan funding and as such the Staff plans to submit to IEPA for loan reimbursement of the portion of the proposed Phase III engineering agreement that pertains to the combined sewer separation efforts.

RECOMMENDATION

Staff recommends approval of an engineering services agreement with TranSystems Corporation, of Schaumburg, Illinois, for Phase III Construction Engineering of the Astor, Myrtle and Euclid Improvement Project(s) in an amount not to exceed \$229,747.00.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with TranSystems Corporation, of Schaumburg, Illinois, for Phase III Construction Engineering of the Astor, Myrtle and Euclid Improvement Project in an Amount Not to Exceed \$229,747.00.

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 staff has completed a consultant Qualifications Based Selection (QBS) process and has recommended a proposed construction engineering services agreement with TranSystems Corporation, of Schaumburg, Illinois to perform Phase III construction engineering services for the Astor, Myrtle and Euclid Improvement Project in an amount not to exceed \$229,747.00; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is in the best interests of its citizens to enter into an agreement with TranSystems Corporation, of Schaumburg, Illinois, in accordance with the terms and conditions set forth in the “**Agreement Between Village of Villa Park and TranSystems Corporation for Professional Services**” a copy of which is attached hereto as Exhibit A and made a part hereof.

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

Section 1: That the “**Agreement Between Village of Villa Park and TranSystems Corporation for Professional Services**” attached as Exhibit A, be and the same is hereby approved and the Village Manager is hereby authorized and directed to execute same on behalf of the Village of Villa Park.

Section 2: That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this _____ day of _____, 2019, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2019

Attest: _____
Village Clerk

Village President

**AGREEMENT BETWEEN
VILLAGE OF VILLA PARK and
TRANSYSTEMS CORPORATION
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ____ day of _____, 20__ by and between the Village of Villa Park (hereafter referred to as "CLIENT") and TranSystems Corporation (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to design and construct the following described project:

VILLAGE OF VILLA PARK - ASTOR, MYRTLE & EUCLID IMPROVEMENTS as more fully described in the Project Description section set forth in Exhibit A attached hereto and incorporated herein by this reference (hereinafter collectively called the "Project").

Whereas CLIENT desires to engage TRANSYSTEMS to provided and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

Section 1.1 Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

SECTION 2 ADDITIONAL SERVICES OF TRANSYSTEMS

Section 2.1. Additional Services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

Section 3.1 Client Representative. Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.

Section 3.3 Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

Section 3.4 Client Participation. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other CONSULTANT as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TRANSYSTEMS.

Section 3.5 Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or

non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.7 Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may identified on Exhibit B, if any.

Section 3.9 Defects in Services. The CLIENT shall report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.

Section 3.10 Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

Section 3.11 Contractor Insurance and Indemnity Requirements. The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

Section 3.12 Unauthorized Changes. In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS' prior written consent, the CLIENT shall assume full responsibility for the results of such changes. therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS' construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

Section 3.13 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify TRANSYSTEMS of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of TRANSYSTEMS.

If the employment of such construction manager by the CLIENT results in additional time or expense to TRANSYSTEMS to prepare for, coordinate with or respond to the construction manager, TRANSYSTEMS shall be entitled to an equitable adjustment in fees and time for performance of these services.

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project.

Section 4.2 Completion Date. If in Exhibit A an estimated date for the completion of the Basic Services is provided, such estimated date shall be the date on which it is estimated, but not guaranteed, that the Basic Services will be completed by TRANSYSTEMS (the "Completion Date").

Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond

the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.

Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5 TRANSYSTEMS' COMPENSATION

Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TRANSYSTEMS under Section 1, CLIENT shall pay TRANSYSTEMS the amount of **\$229,747.00 on an hourly basis as detailed in Exhibit A**, in accordance with the provisions of Section 5.4, as follows:

Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

Section 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed.

Section 5.3 Transystems' Schedule of Rates and Expenses. TRANSYSTEMS' initial Schedule of Rates and Expenses is attached hereto as Schedule 1. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Section 5.4 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. *The statements will be based upon the amount of time spent*

and costs and expenses incurred by TRANSYSTEMS during the period covered by each such statement. CLIENT shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.2 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due TRANSYSTEMS for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.4 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

Section 5.5.5 Cost Factors. Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TranSystems' opinion of probable construction cost.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

Section 7.3 Delivery of Electronic Files. Accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures.

The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

Section 7.6.1 TranSystems Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

- (a) Workers Compensation and Employer's Liability Worker's Compensation Statutory Employer's Liability
\$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
\$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
\$1,000,000 - per occurrence
\$2,000,000 - annual aggregate
\$2,000,000 - product / completed operations per occurrence
\$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
\$1,000,000 - per occurrence
\$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.6.2 Client Insurance. If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Client Indemnification. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TRANSYSTEMS harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions. The CLIENT is not obligated to indemnify TRANSYSTEMS in any manner whatsoever for TRANSYSTEMS' own negligence.

Section 7.7.5 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, its employees, agents or subcontractors).

Section 7.7.6 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.8 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Betterment. If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.9 Protection From Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to the special provisions set forth in Exhibit C and Exhibit D attached to and made a part of this Agreement.

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

- Exhibit A - Project Description and Basic Services
- Exhibit B - CLIENT's Duties
- Exhibit C - Section 365.630 of Title 35, Subtitle C, Chapter II, Part 365, Subpart A of the Joint Committee on Administrative Rules, Administrative Code
- Exhibit D - United States Environmental Protection Agency - Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Schedule 1 - TRANSYSTEMS' Schedule of Rates and Expenses

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Attorneys Fees. In the event that either party hereto employs an attorney to enforce any provision of this Agreement or to collect damages for default or breach of this Agreement, or pursue claims in litigation or arbitration, the prevailing party in any such action shall be entitled to recover from the other such attorneys' fees and costs of collection as the prevailing party may expend or incur with respect thereto. In the event that a settlement is reached between the parties before a final decision in any such litigation or arbitration, then neither party shall be entitled to recover its attorneys' fees or costs from the other and neither party shall be responsible for the other party's attorney's fees or costs, unless otherwise agreed by the parties.

Section 8.6 Disputes. In the event a dispute arises between TRANSYSTEMS and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8.5 above) and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Illinois and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in DuPage County, Illinois, or the United States District Court for the Northern District of Illinois.

It is intended by the parties to this Agreement that TRANSYSTEMS' services in connection with the Project shall not subject TRANSYSTEMS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TRANSYSTEMS, an interstate corporation, and not against any of TRANSYSTEMS' individual employees, officers or directors.

Section 8.7 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.8 Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.9 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.10 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181

Attention: Kevin Mantels

If to TRANSYSTEMS:

TranSystems
1475 E. Woodfield Road
Schaumburg, IL 60173

Attention: Matthew Santeford

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

Section 8.11 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Illinois.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

Section 8.12 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word 'certify' shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

Section 8.13 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the ____ day of _____ 20__

Village of Villa Park

By: _____

Printed Name: _____

Title: _____

TranSystems Corporation

By:  _____

Printed Name: Louis Beugnot

Title: Asst. Vice President

EXHIBIT "A"
Basic Services

SCOPE OF ENGINEERING SERVICES

The scope of work includes construction management/administration for the Astor, Myrtle & Euclid Improvements in the Village of Villa Park.

Astor, Myrtle & Euclid Improvements include:

Astor Court from Summit Avenue to Myrtle Avenue, Myrtle Avenue from Park Boulevard to Highland Avenue, Crescent Drive from Myrtle Avenue to Villa Avenue, Euclid Avenue from Highland Avenue to Park Boulevard and Euclid Avenue from Central Boulevard to Kenilworth Avenue. The proposed improvement includes approximately 2,250 feet for storm sewers and 700 linear feet of sanitary sewers, approximately 3,650 linear feet of roadway improvements consisting of 2" HMA surface course, 4" HMA binder course on 6" of aggregate base course. Also included is the construction of an underground storm water detention system.

Construction Inspection Services

TranSystems will provide the resident engineer, inspectors, and other technical personnel necessary to observe, monitor, and document the contractor's progress on the project from the start of field operations to final completion.

1. **Pre-Construction**
 - a. Attend the pre-construction meeting.
2. **Public Outreach and Coordination**
 - a. Assign a dedicated public liaison to provide residents, tenants, and property owners with a single, knowledgeable, and authoritative point of contact for concerns, comments, and questions.
 - b. Provide construction updates to Village on a weekly basis for use on their website/social media.
 - d. Prepare and distribute project newsletters and/or letters to the affected properties notifying them of construction operations, staging or traffic modifications, interruptions in water or sewer service, and other pertinent information, as requested by the Village.
 - e. Monitor public opinion and report any issues requiring attention to the Village staff.
3. **On-Site Review of Work**
 - a. Act as the Village's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents, and advise and confer with Village officials during construction and issue the Village's authorized instructions to the contractor.
 - b. Assist the contractor in understanding the intent of the construction contract documents. Serve as the Village's liaison with other local agencies such as businesses, Village's representative, etc.
 - c. Coordinate with utility companies and developers to ensure an orderly progression of work and ensure completion of any required facility relocations.
 - d. Conduct on-site observations of the work in progress to determine that the project proceeds in accordance with the construction contract documents and that completed work will conform to the requirements of the construction contract documents.
 - e. Instruct Contractor to correct any work believed to be unsatisfactory, faulty or defective, not conforming to the requirements of the construction contract documents, or does not meet the requirements of any inspections, tests, or approval required to be made and report same to the Village; and advise Village of action taken or if any special testing or inspection will be required.
 - f. Verify that tests are conducted as required by the construction contract documents and in the presence of the required personnel, and that contractors maintain and submit adequate records thereof; observe, record, and report to the Village appropriate details relative to the test procedures.

- g. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to the Village.
 - h. Assist the contractor with interpretation of the drawings and specifications.
 - i. Prepare daily reports of construction progress.
 - j. Monitor the contractor's project traffic control for compliance with the contract documents as well as safety and impacts to vehicles and pedestrians.
- 4. Contractor Suggestions and Requests
 - a. Consider and evaluate suggestions and requests for modifications in drawings and specifications which may be submitted by the contractor and make recommendations to the Village with any time or cost implications for final decision.
- 5. Shop Drawings
 - a. Develop shop drawing submittal requirements and assist contractor in development of submittal schedules. Review and monitor compliance with submittal schedules.
 - b. Review and approve shop drawings and samples, the results of tests and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the construction contract documents. Such review shall not be construed as relieving the contractor of the responsibility to meet requirements of the construction contract documents. Determine the acceptability of substitute materials and equipment proposed by the contractor; and receive and review (for general content as required by the specifications) maintenance and operating instructions, guarantees, bonds and certificates of inspection which are to be assembled by the contractor(s) in accordance with the construction contract documents.
 - c. Record and maintain a shop drawing submittal and approval log and notify the contractor whenever submittals are lacking or untimely.
- 6. Schedules
 - a. Assist the contractor in their preparation of the construction schedule that can be presented to the Village for approval. A schedule of shop drawing submissions, and schedule of values shall also be prepared by the contractor and approved by the engineer.
 - b. Work with the contractor to maintain a workable updated Primavera style construction schedule that is maintained and monitored weekly as construction progresses as required by the construction contract documents. Report progress and schedule deviations and corrective measures proposed by the contractor to the Village.
- 7. Job Meetings
 - a. Conduct weekly progress meetings (or as needed) with all parties to review construction progress, design interpretations and overall progress. Prepare, maintain, and circulate copies of minutes thereof. Arrange a schedule of on-site job work meetings with the general contractor and subcontractors to review day-to-day operations.
 - b. Attend public informational meetings that may occur from time to time during the construction phase.
- 8. Contract Administration and Records
 - a. Handle all day-to-day contract administration and associated correspondence. Maintain orderly files for correspondence, reports of job conferences, shop drawings, and samples submissions, reproductions of

original construction contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract documents, progress reports, and other project related documents.

9. Contractor Pay Requests and Change Orders

- a. Review the contractor's requests for payments as construction work progresses, provide quantities in Microsoft Excel format and submit a recommendation letter to the Village of the amounts due and payable to the contractor in accordance with the terms of the construction contract documents.
- b. Perform evaluation of proposed construction contract change orders and submit recommendation for approval or denial to the Village. Prepare construction contract change orders when authorized by the Village.
- c. Obtain waivers (partial and final) and certified payrolls, required by contract for the Village's progress and final payment to the contractor. TranSystems shall review and verify compliance of waivers and certified payrolls with State requirements.

10. Final Completion and Record Drawings

- a. Prepare record drawings that show field measured dimensions of the completed construction work that the engineers consider significant and provide the Village with one set of electronic record drawings in CAD and PDF format. Record drawings shall incorporate post construction survey data of all new manholes, structures, etc. The Village shall provide the design CAD files for use in creating the record drawings.
- b. Conduct a final inspection of the project with the Village and the contractor, and prepare and give to the contractor a final punch list. Issue an opinion of satisfactory completion for acceptance of the project by the Village to process the contractor's final request for payment.

11. Material QA and Testing

- a. Ensure that all materials provided to the contract meet the contract plans and specification and that proper documentation (IDOT approved lists, manufacturer's certifications, etc) are provided to verify material quality is met.
- b. Coordinate and work with the materials testing consultant assigned to the project by the Village of Villa Park to provide on-site QA material testing for all concrete, asphalt and aggregate products delivered to the project to ensure that all specification requirements are met by the contractor.

12. Project Close-Out

- a. Perform final inspection with the Village, contractor, and applicable utilities to finalize punch list. Document the items in the final punch list and submit them to the contractor for close out. Verify completion of work and provide a close out recommendation to the City.
- b. Verify that documentation is accomplished and that all material inspections and certifications have been accounted for and are complete.
- c. Provide final documentation associated with the final balancing change order and final pay estimate.
- d. Provide PDF copy of record drawings (and CAD files) and also GIS data for the proposed sewers, structures and the underground storm water detention system.

13. IEPA Funding

- a. Prepare and collect paperwork related to the IEPA funding.
- b. TranSystems shall submit all non-reimbursement paperwork to the IEPA on behalf of the Village.

EXHIBIT "B"
CLIENT'S Duties

Intentionally left blank

EXHIBIT "C"

**Section 365.630 of Title 35, Subtitle C, Chapter II,
Part 365, Subpart A of the Joint Committee on
Administrative Rules, Administrative Code**

ADMINISTRATIVE CODE

TITLE 35: ENVIRONMENTAL PROTECTION SUBTITLE C: WATER POLLUTION

SUBTITLE C: WATER POLLUTION

CHAPTER II: ENVIRONMENTAL PROTECTION AGENCY

PART 365 PROCEDURES FOR ISSUING LOANS FROM THE WATER POLLUTION

CONTROL LOAN PROGRAM SUBPART A: INTRODUCTION

SECTION 365.630 CONTRACTS FOR PERSONAL AND PROFESSIONAL SERVICES

Section 365.630 Contracts for Personal and Professional Services

All subagreements for personal and professional services for design or construction expected to exceed \$150,000 in the aggregate shall include the following subagreement provisions.

- a) Subagreements for personal and professional construction services shall include:
 - 1) Evidence that affirmative steps have been taken in accordance with 40 CFR 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction, and services consistent with the provisions of the Agency's Operating Agreement with USEPA.
 - 2) An audit and access to records clause that provides as follows:
 - A) Subsections (a)(2)(B) through (E) shall be included in all contracts and all subcontracts directly related to project services that are in excess of \$150,000.
 - B) Books, records, documents, and other evidence directly pertinent to performance of WPCLP loan work under this agreement shall be maintained in accordance with generally accepted accounting principles. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for access and inspection.
 - C) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States.
 - D) All information and reports resulting from access to records pursuant to subsection (a)(2)(B) shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
 - E) Records under subsection (a)(2)(B) shall be maintained and made available during performance of project services under this

agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 365.650 (Disputes), litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.

- 3) A covenant against contingent fees clause as follows:

"The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage or contingent fee."

- 4) A Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with federal Executive Order 12549.
- 5) A description of the scope and extent of the project work.
- 6) The schedule for performance and completion of the contract work including, when appropriate, dates for completion of significant project tasks.
- 7) A method of compensation.
- 8) A clause as follows:

"No contractor or subcontractor shall discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under the WPCLP. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

- b) Subagreements for personal and professional design services shall include the subagreement provisions contained in subsections (a)(2) through (a)(4). In addition, the subagreements shall be accompanied by a statement regarding the use of disadvantaged business enterprises during the design service phase.
- c) If, at the time of contract execution, any of the elements required in this Section 365.630 cannot be defined adequately for later tasks, those tasks shall not be included in the contract at that time.

EXHIBIT "D"

**United States Environmental Protection Agency -
Certification Regarding Debarment, Suspension,
and Other Responsibility Matters**



L174151

EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- (b) 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 paragraph (1)(b) of this certification; and
- (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Louis G. Beugnet Assistant Vice President

Typed Name & Title of Authorized Representative

7/3/19
Date


Signature of Authorized Representative

☐ I am unable to certify to the above statements. My explanation is attached.

SCHEDULE "1"
TRANSYSTEMS' Schedule of Rates and Expenses

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

TranSystems
Prime
L Beugnet

DATE 03/11/19
PTB-ITEM# 1

CONTRACT TERM 5 MONTHS

START DATE 8/1/2019
RAISE DATE 4/1/2020

END DATE 12/31/2019

OVERHEAD RATE 126.88%
COMPLEXITY FACTOR 0
% OF RAISE 3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	8/1/2019	12/31/2019	5	100.00%

The total escalation = 0.00%

PAYROLL RATES

FIRM NAME TranSystems DATE 03/11/19
PRIME/SUPPLEMENT Prime
PTB-ITEM # 1

ESCALATION FACTOR 0.00%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer 5 (E5)	\$75.00	\$75.00
Engineer 4 (E4)	\$75.00	\$75.00
Engineer 3 (E3)	\$68.00	\$68.00
Engineer 2 (E2)	\$41.00	\$41.00
Engineer 1 (E1)	\$35.00	\$35.00
Planner 5 (P5)	\$75.00	\$75.00
Planner 4 (P4)	\$67.05	\$67.05
Planner 3 (P3)	\$48.04	\$48.04
Architect 4 (AR4)	\$70.76	\$70.76
Architect 3 (AR3)	\$57.26	\$57.26
Architect 2 (AR2)	\$33.95	\$33.95
Architect 1 (AR1)	\$27.42	\$27.42
Environmental Scientist 4 (S)	\$75.00	\$75.00
Industry Specialist 3 (IS3)	\$52.00	\$52.00
Industry Specialist 2 (IS2)	\$38.18	\$38.18
Construction Services 4 (CS)	\$50.82	\$50.82
Technician 3 (T3)	\$30.94	\$30.94
Technician 1 (T1)	\$20.64	\$20.64
Administrative 3 (A3)	\$47.52	\$47.52
Administrative 2 (A2)	\$43.50	\$43.50
Administrative 1 (A1)	\$23.90	\$23.90

COST PLUS FIXED FEE

Bureau of Design and Environment
Prepared By: Consultant
05/21/19

TranSystems

1

PRIME/SUPPLEMENT

OVERHEAD RATE	126.88%
COMPLEXITY FACTOR	0

COMPLEXITY FACTOR

[illegible]

DBE 0.00%

AVERAGE HOURLY PROJECT RATES

FIRM	TranSystems
PTB-ITEM#	1
PRIME/SUPPLEMENT	Prime

DATE 03/11/19

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Administration			Construction Inspection			Project Closeout			Material Inspection			Survey / Record Drawings		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	75.00	0.0																	
Engineer 4 (E4)	75.00	16.0	1.15%	0.86	16	66.67%	50.00												
Engineer 3 (E3)	68.00	944.0	67.82%	46.11				800	66.67%	45.33				120	100.00%	68.00		24	50.00%
Engineer 2 (E2)	41.00	424.0	30.46%	12.49				400	33.33%	13.67							24	50.00%	20.50
Engineer 1 (E1)	35.00	0.0																	
Planner 5 (P5)	75.00	0.0																	
Planner 4 (P4)	67.05	0.0																	
Planner 3 (P3)	48.04	0.0																	
Architect 4 (AR4)	70.76	0.0																	
Architect 3 (AR3)	57.26	0.0																	
Architect 2 (AR2)	33.95	0.0																	
Architect 1 (AR1)	27.42	0.0																	
Environmental Scientist 4 (S4)	75.00	0.0																	
Industry Specialist 3 (IS3)	52.00	0.0																	
Industry Specialist 2 (IS2)	38.18	0.0																	
Construction Services 4 (CS4)	50.82	0.0																	
Technician 3 (T3)	30.94	0.0																	
Technician 1 (T1)	20.64	0.0																	
Administrative 3 (A3)	47.52	0.0																	
Administrative 2 (A2)	43.50	8.0	0.57%	0.25	8	33.33%	14.50												
Administrative 1 (A1)	23.90	0.0																	
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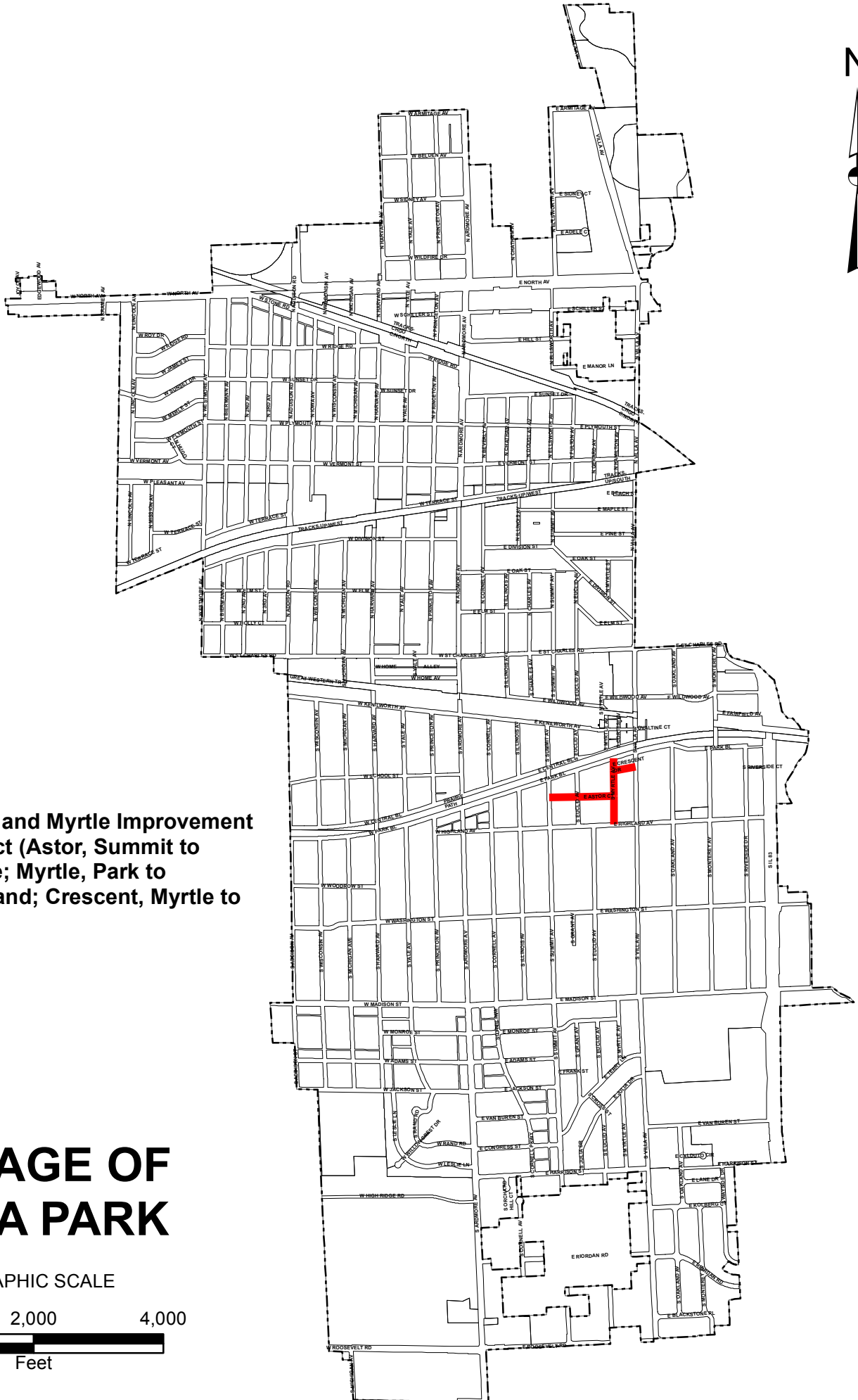
COMPANY NAME: TranSystems
PTB NUMBER: Village Of Villa Park - Astor, Myrtle & Euclid
TODAY'S DATE: 2/25/2019

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		160	\$65.00	\$10,400.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$19.54	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$3.91	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$15.18	\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost) see Items			\$0.00	\$0.00
Lab - Standard Proctor (Soils)				\$185.00	\$0.00
Lab - Atterberg Limits				\$135.00	\$0.00
Lab - Grain Size with Hydrometer (Soils)				\$185.00	\$0.00
Lab - Organic Content (Wet Method) (Soils)				\$145.00	\$0.00
Lab - Wash Gradation (Aggregates)				\$160.00	\$0.00
Lab -Cylinders 6x12-Compressive Strength (PCC)				\$30.00	\$0.00
Lab -Cylinders 4x8-Compressive Strength (PCC)				\$20.00	\$0.00
Lab - Air Voids (Gmm & Gmb) (HMA)				\$470.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
*Per Attached Cost Breakdown Sheet				\$0.00	\$0.00
TOTAL DIRECT COST					\$10,400.00

**If other allowable costs are needed and not listed, please add in the above spaces provided.*
LEGEND

W.O. = Work Order

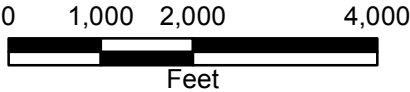
J.S. = Job Specific



**Astor and Myrtle Improvement
Project (Astor, Summit to
Myrtle; Myrtle, Park to
Highland; Crescent, Myrtle to
Villa)**

VILLAGE OF VILLA PARK

GRAPHIC SCALE



VILLAGE OF VILLA PARK CAPITAL IMPROVEMENT PLAN 2019 THROUGH 2023		Fund(s) / Department(s): GO Bonds Stormwater Fund Water Supply Fund Wastewater Fund Sewer Separation
Project Name: Astor and Myrtle Improvement Project (Astor, Summit to Myrtle; Myrtle, Park to Highland; Crescent, Myrtle to Villa)		
Objective: To significantly improve the condition of the roadway by removing the existing deteriorated pavement and replacing it with a new structurally sound pavement. A portion of the project includes combined sewer separation that should reduce the frequency and severity of surcharging of the combined sewer system.		
Description: This project consists of the reconstruction of Astor Court from Summit Avenue to Myrtle Avenue, Myrtle Avenue from Park Boulevard to Highland Avenue, and Crescent Boulevard from Myrtle Avenue to Villa Avenue. The project includes combined sewer separation. Some selective water system and sanitary sewer system improvements are also included. The stormwater improvements programmed in SY 2018 include the installation of underground stormwater detention. The stormwater improvements programmed in future years include the potential installation of above-ground stormwater detention on vacant property.		
Justification: The Village's pavement management program has determined that the condition of the street has deteriorated to the point that pavement rehabilitation is needed. This project is to be partially funded by voter approved bond proceeds.		

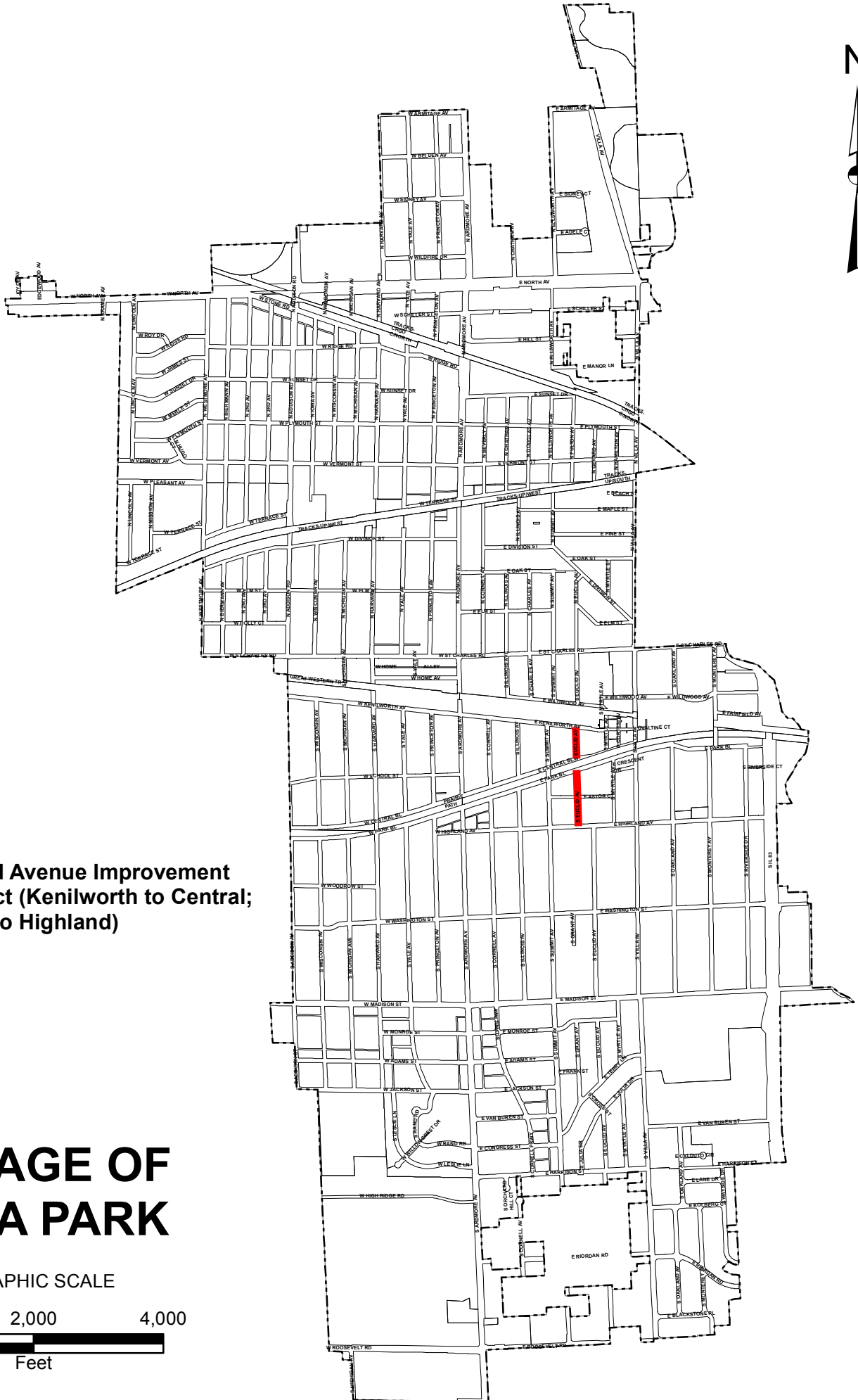
Funding Source	Total Cost	Previous Years	Estimated Expenditures by Year					Future Years
			2019	2020	2021	2022	2023	

Engineering / Professional Services								
GO Bonds	144,271	85,998	58,273	-	-	-	-	-
Stormwater Fund ¹	76,725	19,425	37,300	-	-	-	-	20,000
Water Supply Fund ³	7,305	-	7,305	-	-	-	-	-
Wastewater Fund ³	44,878	34,135	10,743	-	-	-	-	-
Sewer Separation ²	87,460	9,210	78,250	-	-	-	-	-
Engineering Subtotals	360,639	148,768	191,871	-	-	-	-	20,000

Construction / Building								
GO Bonds	582,728	-	582,728	-	-	-	-	-
Stormwater Fund ¹	481,000	-	373,000	-	-	-	-	108,000
Water Supply Fund ³	73,050	-	73,050	-	-	-	-	-
Wastewater Fund	107,426	-	107,426	-	-	-	-	-
Sewer Separation ²	860,000	-	860,000	-	-	-	-	-
Construction Subtotals	2,104,204	-	1,996,204	-	-	-	-	108,000

Funding Sources Subtotals								
GO Bonds	726,999	85,998	641,001	-	-	-	-	-
Stormwater Fund ¹	557,725	19,425	410,300	-	-	-	-	128,000
Water Supply Fund ³	80,355	-	80,355	-	-	-	-	-
Wastewater Fund ³	152,304	34,135	118,169	-	-	-	-	-
Sewer Separation ²	947,460	9,210	938,250	-	-	-	-	-
PROJECT TOTALS	2,464,843	148,768	2,188,075	-	-	-	-	128,000

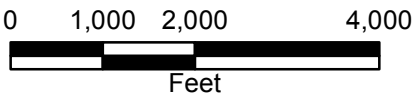
1. A loan will be needed for these improvements
2. An IEPA loan to be repaid with future revenue will be needed for these improvements
3. The Utility Sales Tax is expected to provide funding for these improvements



 **Euclid Avenue Improvement
Project (Kenilworth to Central;
Park to Highland)**

VILLAGE OF VILLA PARK

GRAPHIC SCALE



VILLAGE OF VILLA PARK CAPITAL IMPROVEMENT PLAN 2019 THROUGH 2023		Fund(s) / Department(s): GO Bonds Water Supply Fund Wastewater Fund
Project Name: Euclid Avenue Improvement Project (Kenilworth to Central; Park to Highland)		
Objective:	To significantly improve the condition of the roadway by removing the existing deteriorated pavement and replacing it with a new structurally sound pavement.	
Description:	This project consists of the reconstruction of South Euclid Avenue from Kenilworth Avenue to Central Boulevard and from Park Boulevard to Highland Avenue. Some selective water system and sanitary sewer system improvements are also included.	
Justification:	The Village's pavement management program has determined that the condition of the street has deteriorated to the point that pavement rehabilitation is needed. This project is to be partially funded by voter approved bond proceeds.	

Funding Source	Total Cost	Previous Years	Estimated Expenditures by Year					Future Years
			2019	2020	2021	2022	2023	

Engineering / Professional Services								
GO Bonds	94,700	47,350	47,350	-	-	-	-	-
Water Supply Fund	-	-	-	-	-	-	-	-
Wastewater Fund	-	-	-	-	-	-	-	-
Engineering Subtotals	94,700	47,350	47,350	-	-	-	-	-

Construction / Building								
GO Bonds	403,636	-	403,636	-	-	-	-	-
Water Supply Fund ¹	36,000	-	36,000	-	-	-	-	-
Wastewater Fund ¹	22,000	-	22,000	-	-	-	-	-
Construction Subtotals	461,636	-	461,636	-	-	-	-	-

Funding Sources Subtotals								
GO Bonds	498,336	47,350	450,986	-	-	-	-	-
Water Supply Fund ¹	36,000	-	36,000	-	-	-	-	-
Wastewater Fund ¹	22,000	-	22,000	-	-	-	-	-
PROJECT TOTALS	556,336	47,350	508,986	-	-	-	-	-

1. The Utility Sales Tax is expected to provide funding for these improvements

Village Board of Trustees Agenda Item Report

Meeting Date: August 26, 2019

Submitted by: Vassili Voskresenski

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section:

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a License Agreement for a Portion of Alley Right-of-Way between the Village of Villa Park and the Owners of 205 West Madison Street, 213 West Madison Street, and 814 South Harvard Avenue

Suggested Action:

The property owners of 205 West Madison Street, 213 West Madison Street, and 814 South Harvard Avenue wish to pave and maintain a shared driveway in the alley right-of-way located south of Madison Street and west of Harvard Avenue. A license agreement would be needed to grant the property owners permission for the proposed construction, maintenance, and continued use of the right-of-way.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - License Agreement 814 S Harvard](#)

[RESO - License Agreement 814 S Harvard](#)

[Exhibit A - Map - License Agreement - 814 S Harvard](#)

[Exhibit B - License Agreement - 814 S Harvard](#)

Departmental Correspondence

Date: 8/26/2019

To: Rich Keehner, Village Manager

From: 

RE: Consider License Agreement with the property owners of 205 and 213 West Madison Street and 814 South Harvard Avenue for construction and maintenance of a shared driveway in the alley right-of-way

STATEMENT OF PROBLEM

The property owners of 205 and 213 West Madison Street and 814 South Harvard Avenue wish to pave and maintain a shared driveway in the alley right-of-way located south of Madison Street and west of Harvard Avenue. A license agreement would be needed to grant the property owners permission for the proposed construction, maintenance and continued use of the right-of-way.

INVESTIGATION

The property owners of 205 and 213 West Madison Street and 814 South Harvard Avenue already utilize gravel driveway in the alley right-of-way to access their garages. The property owners applied for a building permit to pave the existing gravel driveway in the alley right-of-way and on their properties. A license agreement would be needed to allow the property owners to pave the shared driveway. The village does have a storm sewer in the alley right-of-way.

RECOMMENDATION

Public Works staff has no objections to the proposed license agreement provided it is understood that the license agreement is revocable in the event the Village needs the right-of-way for a public purpose.

Pc: Rich Salerno, Interim Director of Public Works
Kevin Mantels, Assistant Village Engineer

RESOLUTION No. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
APPROVING LICENSE AGREEMENT FOR A PORTION OF ALLEY RIGHT-OF-
WAY BETWEEN THE VILLAGE OF VILLA PARK AND THE OWNERS OF 205
WEST MADISON STREET, 213 WEST MADISON STREET, AND 814 SOUTH
HARVARD AVENUE**

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the "Village"), owns a portion of alley right-of-way located south of Madison Street and west of Harvard Avenue, Villa Park, Illinois as depicted on Exhibit A attached hereto and made a part hereof by this reference which is currently being used by the property owners of 205 and 213 West Madison Street and 814 South Harvard Avenue (the "Property Owners") as a shared driveway to access the garages on their properties; and,

WHEREAS, the Property Owners would like to reconstruct the shared driveway that is partially located in the alley right-of-way; and

WHEREAS, the Village is willing to grant a License to the Property Owners for said purposes, subject to the terms and conditions set forth in the License Agreement attached hereto as Exhibit B and made a part hereof by this reference; and,

WHEREAS, the President and Board of Trustees of the Village of Villa Park find that it is in the best interests of the Village to enter into said License Agreement with the Property Owners.

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. That the foregoing recitals shall be and are hereby incorporated as findings of fact in this Section 1 as if said recitals were fully set forth herein.

SECTION 2. That the License Agreement by and between the Village of Villa Park and the Property Owners, in the form attached hereto and made a part hereof as Exhibit B is hereby approved, and the Village President and Village Clerk are hereby authorized and directed to execute said License Agreement on behalf of the Village.

SECTION 3. That any policy or resolution of the Village that conflicts with the provisions of this resolution or the Agreement attached hereto shall be and is hereby repealed to the extent of such conflict.

SECTION 4. This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS ____ day of _____, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2019.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK



The enclosed materials and documentation are being provided pursuant to a request for information, which has been submitted, to the Village of Villa Park, Illinois. The Village expressly disclaims any responsibility for the accuracy of completeness or the materials and documentation provided, and any use thereof is at the requestor's sole and exclusive risk and expense.

814 S. Harvard Ave. - 205-213 W. Madison St.

1 inch = 50 feet



LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the **VILLAGE OF VILLA PARK**, an Illinois municipal corporation (the "Village"), and **Samuel and Amanda Campillo (205 W. Madison St.), Marc A. and Sara C. Miller (213 W. Madison St.), and Patrick Mallin and Carla Reece (814 S. Harvard Ave.)** (the "Licensees").

W I T N E S S E T H:

WHEREAS, the Village owns an unimproved right-of-way between South Harvard Avenue and South Michigan Avenue adjacent to **205 West Madison Street, 213 West Madison Street, and 814 South Harvard Avenue**, in the Village (the "Licensed Premises"), as depicted on Exhibit A attached hereto and made a part hereof by reference; and,

WHEREAS, the owners of properties adjacent to the Licensed Premises (the "Licensees"), **desire to pave the existing gravel shared driveway a portion of which is located on the Licensed Premises**; and

WHEREAS, the Village is willing to grant the Licensees a License for said purposes, subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. The recitals set forth hereinabove are hereby adopted as findings as if said recitals were fully set forth within this Paragraph 1.
2. The Village hereby grants the Licensees a non-exclusive license to go upon and use the Licensed Premises to pave, at their sole cost and expense, that portion of Licensees' driveway providing access to the Licensees' garages located on the Licensed Premises.
3. The Licensees covenant and agree to maintain, at their sole cost and expense, that portion of the driveway located on the Licensed Premises in accordance with all applicable ordinances of the Village during the term of this License and not to permit any obstruction on the Licensed Premises which would in any way limit the use of the Licensed Premises.
4. The Licensees expressly agree and acknowledge that this License is revocable at any time by the Village.
5. The Licensees expressly acknowledge that the Village has reserved the right to require the Licensees, at their sole expense, to remove from the Licensed Premises, either temporarily or permanently, any improvements, structures or obstructions made by the Licensees within thirty (30) days after notice from the Village but in any event upon termination of this License. In the event that Licensees fail to remove any improvements, the Village may remove same and charge the Licensees with any and all costs and expenses which the Village has incurred or may incur in connection with such removal.
6. Licensees agree to protect, indemnify, defend and forever hold harmless the Village and its officers, employees, agents, licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for death or injury to any

person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from Licensees' use, maintenance or repair of the Licensed Premises, Licensees' negligence or the failure of Licensees to comply with the provisions of this License. However, in no event shall this be construed as an indemnification of the Village's own negligence.

7. (a) In all contracts executed by Licensees for the construction, repair, replacement of any improvement, located on the Licensed Premises, Licensees will require every contractor to indemnify, hold harmless and defend the Village, its officers, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees.

(b) Licensees will further require all contractors to procure and maintain comprehensive policies of insurance, insuring the Village, its officers, employees, agents, successors and assigns, as additional insureds, from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

8. In addition to termination of this License, as provided in Paragraph 4 hereinabove, if Licensees defaults in any of Licensee's undertakings or obligations of this License and Licensees receive written notice of such default from the Village, then such event or action shall be deemed to constitute a breach of this License, and this License and Licensees' use of the Licensed Premises shall automatically terminate.

9. No waiver of any default of Licensees shall be implied from omission by the Village to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the event therein stated.

10. The Licensees shall not make any additional improvements to the Licensed Premises without having first obtained the prior written consent of the Village.

11. All rights and remedies of the Village shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

12. All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this License or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid, or sent by facsimile transmission to the Village or Licensees at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the day of delivery if sent by commercial courier, on the second business day after deposit in the U.S. Mail if sent by certified or registered mail, or on the first business day after successful transmission if sent by facsimile transmission.

Notices to the Village shall be mailed to:
Village of Villa Park
20 South Ardmore Avenue
Villa Park, IL 60181
Attention: Village Manager

Notices to Licensees shall be mailed to:
Samuel and Amanda Campillo
205 West Madison Street
Villa Park, IL 60181

Marc and Sara Miller
213 West Madison Street
Villa Park, IL 60181

Patrick Mallin and Carla Reece
814 South Harvard Avenue
Villa Park, IL 60181

13. All of the representations and obligations of the Village are contained herein. The Village and Licensees agree that no change or modification to this License, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties and attached to and made a part of this License.

14. The Village and Licensees agree that if any provision of this License is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, and requirements of applicable law.

15. (a) This License shall be binding upon and shall inure to the benefit of the Parties and their respective successors or assigns.

(b) This License shall be construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on the day and year first above written.

VILLAGE OF VILLA PARK

ATTEST:

Village Clerk

Village President

LICENSEE

Samuel Campillo

Amanda Campillo

Marc A. Miller

Sara C. Miller

Patrick Mallin

Carla Reece

Village Board of Trustees Agenda Item Report

Meeting Date: August 26, 2019

Submitted by: Vassili Voskresenski

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section:

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a License Agreement for a Portion of Alley Right-of-Way between the Village of Villa Park and the Owner of 15 West Adams Street

Suggested Action:

The property owner of 15 West Adams Street wishes to repave and maintain a driveway in the alley right-of-way located south of Adams Street and adjacent to the property on the east. A license agreement would be needed to grant the property owner permission for the proposed construction, maintenance and continued use of the right-of-way.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - License Agreement 15 W Adams](#)

[RESO - License Agreement 15 W. Adams](#)

[Exhibit A - Adams W 0015 - Map](#)

[Exhibit B - License Agreement 15 W Adams](#)

Departmental Correspondence

Date: 8/26/2019

To: Rich Keehner, Village Manager

From: 

RE: Consider License Agreement with the property owner of 15 West Adams Street for reconstruction and maintenance of a driveway in the alley right-of-way

STATEMENT OF PROBLEM

The property owner of 15 West Adams Street wishes to repave and maintain a driveway in the alley right-of-way located south of Adams Street and adjacent to the property on the east. A license agreement would be needed to grant the property owner permission for the proposed construction, maintenance and continued use of the right-of-way.

INVESTIGATION

The property owner of 15 West Adams Street already utilize asphalt driveway in the alley right-of-way to access his garages. The property owners applied for a building permit to pave the existing driveway in the alley right-of-way and on his property. A license agreement would be needed to allow the property owner to repave the driveway. The village does not have any underground utilities in the alley right-of-way.

RECOMMENDATION

Public Works staff has no objections to the proposed license agreement provided it is understood that the license agreement is revocable in the event the Village needs the right-of-way for a public purpose.

Pc: Rich Salerno, Interim Director of Public Works
Kevin Mantels, Assistant Village Engineer

RESOLUTION No. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
APPROVING LICENSE AGREEMENT FOR A PORTION OF ALLEY RIGHT-OF-
WAY BETWEEN THE VILLAGE OF VILLA PARK AND THE OWNER OF 15 WEST
ADAMS STREET**

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the “Village”), owns a portion of alley right-of-way located south of Adams Street, Villa Park, Illinois as depicted on Exhibit A attached hereto and made a part hereof by this reference which is currently used by the property owner of 15 West Adams Street (the “Property Owner”) as a driveway to access the garage on the property; and

WHEREAS, the Property Owner would like to reconstruct the driveway that is partially located in the alley right-of-way; and

WHEREAS, the Village is willing to grant a License to the Property Owner for said purposes, subject to the terms and conditions set forth in the License Agreement attached hereto as Exhibit B and made a part hereof by this reference; and,

WHEREAS, the President and Board of Trustees of the Village of Villa Park find that it is in the best interests of the Village to enter into said License Agreement with the Property Owner.

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. That the foregoing recitals shall be and are hereby incorporated as findings of fact in this Section 1 as if said recitals were fully set forth herein.

SECTION 2. That the License Agreement by and between the Village of Villa Park and Dale Madsen, Property Owner of 15 West Adams, in the form attached hereto and made a part

hereof as Exhibit B is hereby approved, and the Village President and Village Clerk are hereby authorized and directed to execute said License Agreement on behalf of the Village.

SECTION 3. That any policy or resolution of the Village that conflicts with the provisions of this resolution or the Agreement attached hereto shall be and is hereby repealed to the extent of such conflict.

SECTION 4. This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS ____ day of _____, 2019.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2019.

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK



The enclosed materials and documentation are being provided pursuant to a request for information, which has been submitted, to the Village of Villa Park, Illinois. The Village expressly disclaims any responsibility for the accuracy of completeness or the materials and documentation provided, and any use thereof is at the requestor's sole and exclusive risk and expense.

15 WEST ADAMS STREET

1 inch = 50 feet



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LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the **VILLAGE OF VILLA PARK**, an Illinois municipal corporation (the "Village"), and **Dale Madsen** (the "Licensees").

WITNESSETH:

WHEREAS, the Village owns an unimproved right-of-way south of **Adams Street** adjacent to **15 West Adams Street**, in the Village (the "Licensed Premises"), as depicted on Exhibit A attached hereto and made a part hereof by reference; and,

WHEREAS, Dale Madsen, the owner of property adjacent to the Licensed Premises (the "Licensee"), **desires to repave the existing asphalt driveway, a portion of which is located on the Licensed Premises**; and

WHEREAS, the Village is willing to grant the Licensee a License for said purposes, subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. The recitals set forth hereinabove are hereby adopted as findings as if said recitals were fully set forth within this Paragraph 1.
2. The Village hereby grants the Licensee a non-exclusive license to go upon and use the Licensed Premises to repave, at his sole cost and expense, that portion of the Licensee's driveway providing access to the Licensee's garage located on the Licensed Premises.
3. The Licensee covenants and agrees to maintain, at his sole cost and expense, that portion of the driveway located on the Licensed Premises in accordance with all applicable ordinances of the Village during the term of this License and not to permit any obstruction on the Licensed Premises which would in any way limit the use of the Licensed Premises.
4. The Licensee expressly agrees and acknowledges that this License is revocable at any time by the Village.
5. The Licensee expressly acknowledges that the Village has reserved the right to require the Licensee, at his sole expense, to remove from the Licensed Premises, either temporarily or permanently, any improvements, structures or obstructions made by the Licensee within thirty (30) days after notice from the Village but in any event upon termination of this License. In the event that Licensee fails to remove any improvement, the Village may remove same and charge the Licensee with any and all costs and expenses which the Village has incurred or may incur in connection with such removal.
6. Licensee agrees to protect, indemnify, defend and forever hold harmless the Village and its officers, employees, agents, licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from Licensee's use, maintenance or repair of the Licensed Premises, Licensee's

negligence or the failure of Licensee to comply with the provisions of this License. However, in no event shall this be construed as an indemnification of the Village's own negligence.

7. (a) In all contracts executed by Licensee for the construction, repair, replacement of any improvement, located on the Licensed Premises, Licensee will require every contractor to indemnify, hold harmless and defend the Village, its officers, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees.

(b) Licensee will further require all contractors to procure and maintain comprehensive policies of insurance, insuring the Village, its officers, employees, agents, successors and assigns, as additional insureds, from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

8. In addition to termination of this License, as provided in Paragraph 4 hereinabove, if Licensee defaults in any of Licensee's undertakings or obligations of this License and Licensee receive written notice of such default from the Village, then such event or action shall be deemed to constitute a breach of this License, and this License and Licensee's use of the Licensed Premises shall automatically terminate.

9. No waiver of any default of Licensee shall be implied from omission by the Village to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the event therein stated.

10. The Licensee shall not make any additional improvements to the Licensed Premises without having first obtained the prior written consent of the Village.

11. All rights and remedies of the Village shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

12. All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this License or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid, or sent by facsimile transmission to the Village or Licensee at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the day of delivery if sent by commercial courier, on the second business day after deposit in the U.S. Mail if sent by certified or registered mail, or on the first business day after successful transmission if sent by facsimile transmission.

Notices to the Village shall be mailed to:
Village of Villa Park
20 South Ardmore Avenue
Villa Park, IL 60181
Attention: Village Manager

Notices to Licensee shall be mailed to:

Dale Madsen
15 West Adams Street
Villa Park, IL 60181
Villa Park, IL 60181

13. All of the representations and obligations of the Village are contained herein. The Village and Licensee agree that no change or modification to this License, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties and attached to and made a part of this License.

14. The Village and Licensee agree that if any provision of this License is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, and requirements of applicable law.

15. (a) This License shall be binding upon and shall inure to the benefit of the Parties and their respective successors or assigns.

(b) This License shall be construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on the day and year first above written.

VILLAGE OF VILLA PARK

ATTEST:

Village Clerk

Village President

LICENSEE

Dale Madsen

Village Board of Trustees Agenda Item Report

Meeting Date: August 26, 2019

Submitted by: Kevin Mantels

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section:

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for Construction of the 631 East Wildwood Avenue and Rotary Park Site Improvements in an Amount Not to Exceed \$430,232.38

Suggested Action:

In January 2019 the Village Board approved the purchase of the commercial property at 631 East Wildwood Avenue. A portion of the property is currently located in the 100-year flood plain. The Village Board also approved the design of a project to remove the affected area from the flood plain by providing compensatory flood storage at nearby Rotary Park. The design has been completed and the project has been competitively bid. A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, submitted the lowest responsible bid for the project in the amount of \$430,232.38. If approved, funds for this project would be taken from St. Charles Road TIF account number 28.502.01.401.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - Contract Award- A Lamp Rotary Park 2019](#)

[RESO - Contract Award - Rotary Park 2019](#)

[Bid Results Summary - 631 Wildwood & Rotary Park](#)

Departmental Correspondence

Date: 08/16/2019

To: Rich Keehner, Jr., Village Manager

From: Kevin Mantels, Assistant Village Engineer



Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for Construction of the 631 Wildwood Avenue and Rotary Park Site Improvements in an Amount Not to Exceed \$430,232.38

STATEMENT OF PROBLEM

In January 2019 the Village Board approved the purchase of the commercial property at 631 East Wildwood Avenue. A portion of the property is currently located in the 100-year flood plain. The Village Board subsequently approved the design of a project to remove the affected area from the flood plain. That design has been completed and the project has been competitively bid. Staff would like to proceed with award of a construction contract.

INVESTIGATION

A portion of the property at 631 East Wildwood Avenue—specifically an area of the parking lot in the northeast portion of the property—is currently located in the 100-year flood plain. Flood plain regulations prohibit the storage or stockpiling of materials and other items in the flood plain. In order to make the property more suitable for future uses, it is desired to remove the affected area from the flood plain. This is proposed to be accomplished by providing compensatory storage at nearby Rotary Park, as permitted by flood plain regulations. The scope of construction work would include filling and re-paving the parking lot at 631 East Wildwood Avenue, and the excavation of the required compensatory storage at Rotary Park. Following review and verification of the process by FEMA, the parking lot at 631 East Wildwood would officially be removed from the flood plain and the current storage and stockpiling restrictions would be lifted.

In addition to removing the 631 Wildwood Avenue property from the flood plain, the project will also have stormwater benefits for the area. The additional flood storage volume which is expected to be provided at Rotary Park will exceed not only the volume that would be filled at 631 Wildwood Avenue, but also the minimum compensatory storage of 150% required by flood plain regulations. This additional flood storage volume should alleviate some of the local flooding and provide additional stormwater benefit to the area.

Engineering consultant Christopher B. Burke Engineering, Ltd., has completed the design and staff has competitively bid the project. Bids were opened on 08/13/2019 with five contractors submitting bids. The apparent low bid was submitted by A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, in an amount not to exceed \$430,232.38. The bid prices received for this work exceed the originally estimated construction cost of the project. Staff attributes this to a general increase in construction prices over the last few months, with the Village and other area entities experiencing similar price increases. Staff does not believe that re-bidding would result in better prices, and it would likely prevent the project from being completed this year.

RECOMMENDATION

Staff recommends approval of a contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for construction of the 631 Wildwood Avenue and Rotary Park Site Improvements in an amount not to exceed \$430,232.38. Funds would be taken from St. Charles Road Tax Increment Financing (TIF 4) Fund account number 28.502.01.401.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for Construction of the 631 E. Wildwood Avenue and Rotary Park Site Improvements in an Amount Not to Exceed \$430,232.38

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

WHEREAS, the Village has publicly advertised for bids for the 631 E. Wildwood Avenue and Rotary Park Site Improvements; 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 A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, having submitted a bid in the amount of \$430,232.38, is the lowest responsible bidder for the 631 E. Wildwood Avenue and Rotary Park Site 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: That the bid submitted by A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, in the amount not to exceed \$430,232.38 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 A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for the 631 E. Wildwood Avenue and Rotary Park Site Improvements, as contained 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 2: That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this _____ day of _____, 2019, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2019

Village President

Attest: _____
Village Clerk

DEPARTMENTAL CORRESPONDENCE

TO: Rich Salerno, Interim Public Works Director **DATE:** August 15, 2019

FROM: Kevin Mantels, Assistant Village Engineer

SUBJECT: 631 Wildwood Avenue & Rotary Park Site Improvements

Bids for the 631 Wildwood Avenue & Rotary Park Site Improvements were opened on Tuesday, August 13, 2019. The Village distributed sixteen (16) sets of bidding documents and received five (5) bids. The project included two addendums. A summary of the bids is as follows:

COMPANY	LOCATION	BID AMOUNT
ENGINEER'S ESTIMATE		\$415,405.00
A Lamp Concrete Contractors, Inc.	Schaumburg, IL	\$430,232.38
M & J Asphalt Paving, Inc.	Cicero, IL	\$461,030.59
Chicagoland Paving Contractors, Inc.	Lake Zurich, IL	\$475,000.00
Martam Construction, Inc.	Elgin, IL	\$486,685.50
V3 Companies of Illinois	Woodridge, IL	\$615,000.00
AVERAGE BID		\$493,564.78

A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, has previously completed work for the Village of Villa Park and has performed that work satisfactorily. It is my recommendation that a contract be awarded to A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, in the amount of **\$430,232.38** for the **Total Work**.

Village Board of Trustees Agenda Item Report

Meeting Date: August 26, 2019

Submitted by: Patty Ruiz

Submitting Department: Parks and Recreation Advisory Commission

Item Type: Resolutions

Agenda Section:

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Rejecting all bids for the 2019 Lions Park Basketball Court Reconstruction Project

Suggested Action:

The Village recently bid the 2019 Lions Park Basketball Court Reconstruction Project. Only one bid was received and the bid was considerably higher than expected. A formal rejection of the bid received is recommended.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - Lions Basketball Courts Reconstruction Rejection](#)

[RESO - Lions Basketball Courts Reconstruction 2019 Rejection](#)



MEMORANDUM

TO: Rich Keehner, Jr., Village Manager
Greg Gola, Director of Parks, Recreation and Fleet Services

FROM: Brian Roche, Superintendent of Parks, Buildings and Grounds

DATE: August 13, 2019

SUBJECT: Consider a resolution rejecting all bids received for the 2019 Lions Basketball Courts Reconstruction Project

STATEMENT OF PROBLEM

The Village recently bid the 2019 Lions Basketball Courts Reconstruction Project. Only one bid was received and the bid was considerably higher than expected. A formal rejection of the bid received is recommended.

INVESTIGATION

The Village went through the bidding process for the 2019 Lions Basketball Courts Reconstruction Project. The only bid was received from Evans and Son Blacktop of West Chicago, Illinois, with a total base bid amount of \$34,000. The Parks Department received estimates from various companies prior to bidding, the Parks Department estimate for the base bid, which included grading/base and paving was \$20,000. The Village budgeted \$30,000 for the Basketball Courts Reconstruction work.

Evans and son Blacktop also bid on the alternates;

Alternate 1, Demolition, removal and disposal with a bid amount of \$35,000. The Parks Department estimate for Alternate 1 was \$8,000

Alternate 2, Basketball Goals with a bid amount of \$28,000. The Parks Department estimate for Alternate 2 was \$4,000.

Alternate 3, Painting/Striping with a bid amount of \$18,000. The Parks Department estimate for Alternate 3 was \$10,000.

The Parks Department intends to review the bidding documents and scope of work and reduce or remove items as able in an attempt to possibly reduce the scope of the project. The project will be re-evaluated by staff and re-estimated/bid as soon as appropriate.

RECOMMENDATION

At this time, the Parks Department feels that with only one bidder and the bids coming in higher than expected, Parks Department staff requests approval of a resolution rejecting all bids received for the 2019 Lions Basketball Courts Reconstruction Project.

Resolution No. _____

**A RESOLUTION REJECTING ALL BIDS RECEIVED FOR THE 2019 LIONS
BASKETBALL COURT RECONSTRUCTION PROJECT**

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 bid the 2019 Lions Basketball Court Reconstruction Project, which included a base bid of sub-surface preparation and hot mix asphalt paving, with alternative options of demolition, removal, and disposal of the existing basketball court pavement, basketball goal installation, and acrylic color system applications for new basketball courts; and,

WHEREAS, all bids for the 2019 Lions Basketball Court Reconstruction Project where found not to be in the best interest of the Village and the staff has recommended to the President and Board of Trustees to reject all bids in accordance with Section 2-216 of the Villa Park Municipal Code.

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: That all bids submitted to the Village for the 2019 Lions Basketball Court Reconstruction Project are hereby rejected pursuant to Paragraph 8 of the bidding documents and the Villa Park Municipal Code.

Section 2: That this resolution shall be in full force and effect from and after its passage according to law.

PASSED this ____ day of ____, 2019, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of ____, 2019

Village President

Attest: _____
Village Clerk

Village Board of Trustees Agenda Item Report

Meeting Date: August 26, 2019

Submitted by: Kevin Mantels

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section:

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Michels Corporation of Brownsville, Wisconsin, for Construction of the 2019 Sewer Rehabilitation Program in an Amount Not to Exceed \$1,156,040.70

Suggested Action:

The Village expects to receive low-interest loan funding from the Illinois Environmental Protection Agency for the 2019 Sewer Rehabilitation Program. The scope of work includes sanitary sewer lining, manhole rehabilitation, sanitary sewer service reinstatement, and sanitary sewer point repairs. The project included both a base bid and one alternate, so that in the event bid prices were favorable, additional work could be completed under a single contract. The project was competitively bid, with four bids received. Michels Corporation of Brownsville, Wisconsin, submitted the lowest responsible bid for the base bid project in the amount of \$1,156,040.70. If approved, the Village would be responsible for paying for project costs and requesting loan reimbursement. The Illinois EPA will also need to review and approve the award of a contract after Village Board consideration. Funds would be taken from Wastewater Fund account number 83.502.02.401.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - 2019 Sewer Rehab Contract Award](#)

[RESO - 2019 Sewer Rehab Contract Award](#)

[2019 Sewer Rehab Contract Award Recommendation](#)

[2019 Sewer Rehab Location Map](#)

Departmental Correspondence

Date: 08/15/2019

To: Rich Keehner, Jr., Village Manager

From: Kevin Mantels, Assistant Village Engineer



Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Michels Corporation of Brownsville, Wisconsin, for Construction of the 2019 Sewer Rehabilitation Program Base Bid in an Amount Not to Exceed \$1,156,040.70

STATEMENT OF PROBLEM

The 2019 Sewer Rehabilitation Program is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The proposed improvements were recommended by the Village of Villa Park Sanitary Sewer Master Plan. The Village expects to receive low-interest loan funding from the Illinois Environmental Protection Agency (IEPA) for eligible project costs. The project has been competitively bid and staff recommends approval of a contract with the apparent low bidder.

INVESTIGATION

The proposed scope of construction work of the project includes sanitary sewer lining, manhole rehabilitation, sanitary sewer service reinstatement, and sanitary sewer point repairs. Engineering consulting firm RJN Group, Inc., prepared the plans and specifications for the project, and the project was publicly advertised for bids. The bid advertisement included both a base bid and one alternate bid, so that in the event bid prices were favorable, additional work could be completed under a single construction contract. A bid opening was held on July 30, 2019, with four bids received.

The apparent low bid for the base bid was submitted by Michels Corporation of Brownsville, Wisconsin, in an amount not to exceed \$1,156,040.70. The apparent low bid for Alternate #1 was also submitted by Michels Corporation, in an amount not to exceed \$106,476.90. Because the CY 2019 construction budget for this project is \$1,196,860.00, staff recommends awarding a contract for the base bid only. The work proposed under Alternate #1 would be incorporated into a future sewer rehabilitation program. Michels Corporation has not previously worked for Villa Park, but RJN Group has worked with them on many occasions and has found their work to be satisfactory.

Because of the loan funding, the IEPA will need to review and approve the award of a contract after Village Board consideration. Assuming the loan is approved, it will provide reimbursement for 100% of eligible project costs, with a maximum reimbursement of \$1,316,000. The Village will be responsible for paying for project costs and requesting loan reimbursement. The terms of the loan repayment would include an interest rate of 2% and a repayment period of twenty years.

RECOMMENDATION

Staff recommends approval of a contract with Michels Corporation of Brownsville, Wisconsin, for construction of the 2019 Sewer Rehabilitation Program base bid in an amount not to exceed \$1,156,040.70. Funds would be taken from Wastewater Fund (Capital) account number 83.502.02.401.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Michels Corporation of Brownsville, Wisconsin, for Construction of the 2019 Sewer Rehabilitation Program in an Amount Not to Exceed \$1,156,040.70

WHEREAS, the Village of Villa Park 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 2019 Sewer Rehabilitation Program; 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 Michels Corporation of Brownsville, Wisconsin, having submitted a bid in the amount of \$1,156,040.70, is the lowest responsible bidder for the 2019 Sewer Rehabilitation Program.

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: Subject to review and approval by the Illinois Environmental Protection Agency (IEPA), the bid submitted by Michels Corporation of Brownsville, Wisconsin, in the amount not to exceed \$1,156,040.70 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 Michels Corporation of Brownsville, Wisconsin, for the 2019 Sewer Rehabilitation Program, 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 2: That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this _____ day of _____, 2019, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2019

Village President

Attest: _____
Village Clerk

July 30, 2019

Mr. Kevin Mantels
Village of Villa Park
Assistant Village Engineer
11 West Home Ave
Villa Park, IL 60181

**SUBJECT: VILLAGE OF VILLA PARK
2019 SEWER REHABILITATION PROGRAM
BIDDING RESULTS AND AWARD RECOMMENDATION**

Dear Mr. Mantels.

Four (4) sealed proposals were received, and all bids were read aloud on July 30, 2019 at Village of Villa Park Public Works for the 2019 Sewer Rehabilitation Program. The bid amounts ranged from \$ 1,156,040.70 to \$1,425,005.00. The lowest responsible, responsive bid was received from Michels Pipe Services of Brownsville, WI, in the amount of \$ 1,156,040.70. The second low bid was received from Insituform Technologies, of Chesterfield, MO, in the amount of \$ 1,244,986.50.

The alternate bids for additional CIPP lining work ranged from \$ 106,476.90 to \$145,000.

Michels Pipe Services has extensive experience in the field of sanitary sewer rehabilitation, as described in the Reference/Experience List. RJN team members specifically have had many positive experiences working with Michels Pipe Services of Brownsville, WI on previous projects in the field of sanitary sewer cleaning, televising, lining and repairs.

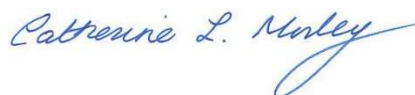
Additionally, RJN verified that Michels Pipe Services has the required minimum qualifications for consideration of award for this contract (Statement of qualifications).

Consequently, based on the available information, RJN Group, Inc. recommends that the award of the construction for the 2019 Sewer Rehabilitation Program be made to Michels Pipe Services in the bid amount of \$ 1,156,040.70.

If you have any questions, please call me at 630.682.4700 x1354.

Sincerely,

RJN GROUP, INC.



Catherine Morley P.E.
Senior Project Manager

Attachments: Bid tabulation, Bid Documentation

VILLAGE OF VILLA PARK
BID OPENING REPORT

VILLAGE OF VILLA PARK PROJECT: 2019 SEWER REHABILITATION PROGRAM BID OPENING: TUESDAY, JULY 30, 2019 @ 11:00 A.M. LOCATION: DEPT. OF PUBLIC WORKS, 11 WEST HOME AVE, VILLA PARK, IL 60181				Engineer's Estimate of Cost		Michels Pipe Services 817 Main St Brownsville WI		Insituform Technologies USA LLC 17988 Edison Ave Chesterfield MO 63005		Visu-Sewer of Illinois LLC W230 N4855 Betker Dr Pewaukee WI 53072		Hoerr Construction 1416 County Road 200N PO Box 65 Goodfield IL 61742	
ITEM NO.	ITEM DESCRIPTION	QTY.	UNITS	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	PRE-CONSTRUCTION SURFACE TELEVISING	1	LS	2,000.00	2,000.00	13,273.20	13,273.20	7,250.00	7,250.00	22,000.00	22,000.00	4,000.00	4,000.00
2	PRE-CONSTRUCTION SEWER CLEANING AND TELEVISING	22,000	LF	3.25	71,500.00	3.80	83,600.00	4.30	94,600.00	3.00	66,000.00	3.50	77,000.00
3	LATERAL CLEANING AND TELEVISING	2	EACH	500.00	1,000.00	360.80	721.60	363.00	726.00	400.00	800.00	1,000.00	2,000.00
4	CURED-IN-PLACE SEWER LINER, 8" DIAMETER	13,100	LF	30.00	393,000.00	21.30	279,030.00	20.30	265,930.00	28.20	369,420.00	28.00	366,800.00
5	CURED-IN-PLACE SEWER LINER, 10" DIAMETER	8,000	LF	32.00	256,000.00	21.90	175,200.00	23.80	190,400.00	28.50	228,000.00	29.00	232,000.00
6	CURED-IN-PLACE SEWER LINER, 15" DIAMETER	300	LF	70.00	21,000.00	55.30	16,590.00	40.30	12,090.00	62.00	18,600.00	70.00	21,000.00
7	CURED-IN-PLACE SEWER LINER, 18" DIAMETER	255	LF	110.00	28,050.00	84.90	21,649.50	111.10	28,330.50	111.25	28,368.75	142.00	36,210.00
8	CURED-IN-PLACE SEWER LINER, 21" DIAMETER	345	LF	140.00	48,300.00	81.60	28,152.00	71.20	24,564.00	79.50	27,427.50	98.00	33,810.00
9	INTERNAL SERVICE LATERAL REINSTATEMENT	510	EACH	115.00	58,650.00	107.40	54,774.00	111.00	56,610.00	50.00	25,500.00	100.00	51,000.00
10	PROTRUDING TAP REMOVAL	20	EACH	400.00	8,000.00	198.30	3,966.00	567.00	11,340.00	140.00	2,800.00	400.00	8,000.00
11	DYE TESTING OF EXISTING SERVICE CONNECTIONS	50	EACH	400.00	20,000.00	519.90	25,995.00	694.00	34,700.00	225.00	11,250.00	800.00	40,000.00
12	AIR TEST AND GROUT SERVICE CONNECTION	95	EACH	600.00	57,000.00	533.90	50,720.50	518.00	49,210.00	445.00	42,275.00	850.00	80,750.00
13	T-LINER INSTALLATION, 8" x 6"	2	EACH	4,000.00	8,000.00	5,824.70	11,649.40	5,850.00	11,700.00	6,050.00	12,100.00	6,150.00	12,300.00
14	ADDITIONAL LATERAL LINER	10	LF	65.00	650.00	103.10	1,031.00	104.00	1,040.00	110.00	1,100.00	110.00	1,100.00
15	POINT REPAIR JOB NO. 1	1	LS	7,500.00	7,500.00	17,010.30	17,010.30	17,150.00	17,150.00	25,700.00	25,700.00	18,150.00	18,150.00
16	POINT REPAIR JOB NO. 2	1	LS	13,000.00	13,000.00	25,773.20	25,773.20	25,900.00	25,900.00	28,000.00	28,000.00	27,500.00	27,500.00
17	POINT REPAIR JOB NO. 3	1	LS	8,000.00	8,000.00	22,680.40	22,680.40	22,800.00	22,800.00	26,800.00	26,800.00	24,200.00	24,200.00
18	POINT REPAIR JOB NO. 4	1	LS	10,000.00	10,000.00	17,010.30	17,010.30	17,100.00	17,100.00	26,800.00	26,800.00	38,120.00	38,120.00
19	EMERGENCY POINT REPAIR, 8" or 10" DIAMETER, UP TO 10' IN LENGTH, UP TO 10' DEEP, PUBLIC ROW	1	LS	10,000.00	10,000.00	14,381.40	14,381.40	14,500.00	14,500.00	30,000.00	30,000.00	15,400.00	15,400.00
19a	EMERGENCY POINT REPAIR, 8" or 10" DIAMETER, UP TO 10' IN LENGTH, UP TO 10' DEEP, BACKYARD	1	LS	12,000.00	12,000.00	22,680.40	22,680.40	18,545.00	18,545.00	30,000.00	30,000.00	24,200.00	24,200.00
20	EMERGENCY POINT REPAIR, 8" or 10" DIAMETER, UP TO 10' IN LENGTH, FROM 10' TO 15' DEEP, PUBLIC ROW	1	LS	13,000.00	13,000.00	18,453.60	18,453.60	22,800.00	22,800.00	35,000.00	35,000.00	19,700.00	19,700.00

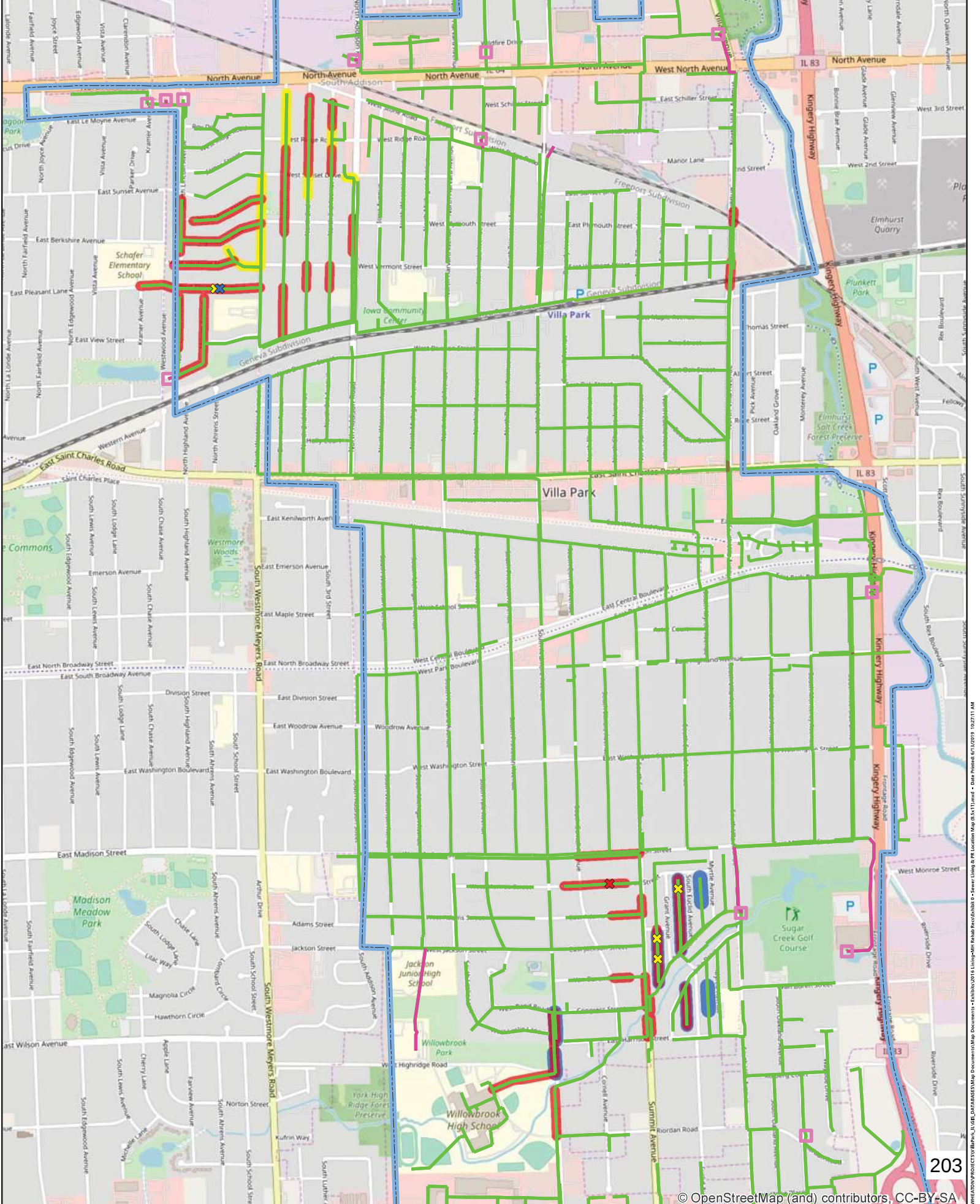
VILLAGE OF VILLA PARK
BID OPENING REPORT

VILLAGE OF VILLA PARK PROJECT: 2019 SEWER REHABILITATION PROGRAM BID OPENING: TUESDAY, JULY 30, 2019 @ 11:00 A.M. LOCATION: DEPT. OF PUBLIC WORKS, 11 WEST HOME AVE, VILLA PARK, IL 60181				Engineer's Estimate of Cost		Michels Pipe Services 817 Main St Brownsville WI		Insituform Technologies USA LLC 17988 Edison Ave Chesterfield MO 63005		Visu-Sewer of Illinois LLC W230 N4855 Betker Dr Pewaukee WI 53072		Hoerr Construction 1416 County Road 200N PO Box 65 Goodfield IL 61742	
ITEM NO.	ITEM DESCRIPTION	QTY.	UNITS	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
20a	EMERGENCY POINT REPAIR, 8" or 10" DIAMETER, UP TO 10' IN LENGTH, FROM 10' TO 15' DEEP, BACKYARD	1	LS	15,000.00	15,000.00	25,773.20	25,773.20	25,900.00	25,900.00	35,000.00	35,000.00	27,500.00	27,500.00
21	ADDITIONAL 8" SANITARY SEWER	10	LF	160.00	1,600.00	25.80	258.00	26.00	260.00	800.00	8,000.00	35.00	350.00
22	ADDITIONAL 6" SANITARY LATERAL	10	LF	120.00	1,200.00	15.50	155.00	16.00	160.00	750.00	7,500.00	25.00	250.00
23	ADDITIONAL SERVICE CONNECTION REPAIR (WITHIN TRENCH)	1	EACH	1,200.00	1,200.00	206.20	206.20	207.00	207.00	2,500.00	2,500.00	300.00	300.00
24	NEW LATERAL SERVICE INSTALLATION FROM NEW CLEANOUT TO EXISTING MANHOLE (20-FT DRILL APPROX.)	1	EACH	10,000.00	10,000.00	34,577.30	34,577.30	44,200.00	44,200.00	29,500.00	29,500.00	77,000.00	77,000.00
25	REPLACE COVER	10	EACH	400.00	4,000.00	232.00	2,320.00	233.00	2,330.00	375.00	3,750.00	250.00	2,500.00
26	REPLACE FRAME AND COVER (UNPAVED)	10	EACH	2,100.00	21,000.00	2,732.00	27,320.00	2,745.00	27,450.00	1,150.00	11,500.00	2,900.00	29,000.00
27	SEAL AND ADJUST MANHOLE FRAME (UNPAVED)	4	EACH	1,800.00	7,200.00	2,422.70	9,690.80	2,450.00	9,800.00	1,600.00	6,400.00	2,600.00	10,400.00
28	UNCOVER AND RAISE BURIED MANHOLE (UNPAVED)	1	EACH	3,100.00	3,100.00	3,489.70	3,489.70	3,500.00	3,500.00	4,300.00	4,300.00	3,750.00	3,750.00
29	INTERNAL CHIMNEY SEAL	15	EACH	400.00	6,000.00	431.80	6,477.00	495.00	7,425.00	475.00	7,125.00	750.00	11,250.00
30	CURTAIN GROUT MANHOLE	6	EACH	1,600.00	9,600.00	1,655.40	9,932.40	2,000.00	12,000.00	1,360.00	8,160.00	1,780.00	10,680.00
31	GROUT WALL JOINTS	25	EACH	450.00	11,250.00	275.30	6,882.50	440.00	11,000.00	685.00	17,125.00	385.00	9,625.00
32	CURTAIN GROUT BOTTOM 18 INCHES	25	EACH	700.00	17,500.00	1,196.50	29,912.50	1,140.00	28,500.00	610.00	15,250.00	700.00	17,500.00
33	CEMENTITIOUS MANHOLE SEALING - 48" DIA MANHOLE	240	VF	210.00	50,400.00	258.40	62,016.00	290.00	69,600.00	195.00	46,800.00	240.00	57,600.00
34	REPAIR BENCH AND TROUGH	5	EACH	1,200.00	6,000.00	683.20	3,416.00	1,250.00	6,250.00	1,650.00	8,250.00	460.00	2,300.00
35	REPLACE BENCH AND TROUGH	2	EACH	2,000.00	4,000.00	1,681.60	3,363.20	2,550.00	5,100.00	3,750.00	7,500.00	2,840.00	5,680.00
36	VACUUM TESTING	8	EACH	400.00	3,200.00	606.80	4,854.40	518.00	4,144.00	500.00	4,000.00	510.00	4,080.00
37	WATER USAGE DEDUCTION	100	TGAL	-8.85	-885.00	-8.85	-885.00	-885.00	-88,500.00	-8.85	-885.00	-8.85	-885.00
38	WATER USAGE CREDIT	100	TGAL	8.85	885.00	8.85	885.00	885.00	88,500.00	8.85	885.00	8.85	885.00
39	PROJECT MANAGEMENT	1	LS	3,000.00	3,000.00	6,919.50	6,919.50	49,150.00	49,150.00	13,000.00	13,000.00	18,000.00	18,000.00
40	TRAFFIC CONTROL AND PROTECTION	1	LS	2,000.00	2,000.00	14,135.20	14,135.20	10,725.00	10,725.00	7,500.00	7,500.00	4,000.00	4,000.00

VILLAGE OF VILLA PARK
BID OPENING REPORT

VILLAGE OF VILLA PARK				Engineer's Estimate of Cost		Michels Pipe Services 817 Main St Brownsville WI		Insituform Technologies USA LLC 17988 Edison Ave Chesterfield MO 63005		Visu-Sewer of Illinois LLC W230 N4855 Betker Dr Pewaukee WI 53072		Hoerr Construction 1416 County Road 200N PO Box 65 Goodfield IL 61742	
PROJECT: 2019 SEWER REHABILITATION PROGRAM													
BID OPENING: TUESDAY, JULY 30, 2019 @ 11:00 A.M.													
LOCATION: DEPT. OF PUBLIC WORKS, 11 WEST HOME AVE, VILLA PARK, IL 60181													
ITEM NO.	ITEM DESCRIPTION	QTY.	UNITS	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
TOTAL				1,223,900.00		1,156,040.70		1,244,986.50		1,301,101.25		1,425,005.00	

ADD ALTERNATE NO. 1				Engineer's Estimate of Cost		Michels Pipe Services 817 Main St Brownsville WI		Insituform Technologies USA LLC 17988 Edison Ave Chesterfield MO 63005		Visu-Sewer of Illinois LLC W230 N4855 Betker Dr Pewaukee WI 53072		Hoerr Construction 1416 County Road 200N PO Box 65 Goodfield IL 61742	
A.1	PRE-CONSTRUCTION SURFACE TELEVISIONING	1	LS	\$ 1,000.00	1,000.00	2,046.40	2,046.40	960.00	960.00	2,500.00	2,500.00	500.00	500.00
A.2	PRE-CONSTRUCTION SEWER CLEANING AND TELEVISIONING	3,500	LF	\$ 3.25	11,375.00	3.00	10,500.00	4.20	14,700.00	2.00	7,000.00	3.50	12,250.00
A.3	CURED-IN-PLACE SEWER LINER, 8" DIAMETER	750	LF	\$ 30.00	22,500.00	21.80	16,350.00	30.60	22,950.00	35.50	26,625.00	39.00	29,250.00
A.4	CURED-IN-PLACE SEWER LINER, 10" DIAMETER	2,750	LF	\$ 32.00	88,000.00	22.20	61,050.00	28.00	77,000.00	31.50	86,625.00	30.00	82,500.00
A.5	INTERNAL SERVICE LATERAL REINSTATEMENT	85	EA	\$ 115.00	9,775.00	109.70	9,324.50	126.00	10,710.00	50.00	4,250.00	100.00	8,500.00
A.6	PROTRUDING TAP REMOVAL	10	EA	\$ 400.00	4,000.00	194.40	1,944.00	1,075.00	10,750.00	140.00	1,400.00	400.00	4,000.00
A.7	DYE TESTING OF EXISTING SERVICE CONNECTIONS	10	EA	\$ 400.00	4,000.00	526.20	5,262.00	695.00	6,950.00	225.00	2,250.00	800.00	8,000.00
TOTAL				140,650.00		106,476.90		144,020.00		130,650.00		145,000.00	



Village Board of Trustees Agenda Item Report

Meeting Date: August 26, 2019

Submitted by: Mike Todorovic

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section:

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois Approving Final Change Order Number 1 to the Contract between the Village of Villa Park and A Lamp Concrete Contractors, Inc. for the 2018 Pavement Patching Program for a Deduction in the Amount of \$4,586.65

Suggested Action:

The Village has a contract with A Lamp Concrete Contractors, Inc. of Schaumburg, Illinois, for the 2018 Pavement Patching Program in the amount of \$198,800. Proposed final Change Order Number 1 consists of the final balancing of contract quantities as measured in the field. The net amount of this proposed Final Change Order No. 1 is a deduction of \$4,586.65, for an adjusted final contract amount of \$194,213.35.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - Change Order 01 \(Final\) - Memo - Pavement Patching 2018.pdf](#)

[RESO - Change Order 01 \(Final\) - Pavement Patching 2018](#)

[Contractor-Signed Change Order 01 - Pavement Patching 2018](#)

[Notice of Contract Time Suspension \(ACCEPTED\) - Pavement Patching 2018](#)

Departmental Correspondence

Date: 07/19/2019
To: Rich Keehner, Jr., Village Manager
From: Mike Todorovic, Senior Civil Engineer



Re: Resolution of the Village of Villa Park, DuPage County, Illinois Approving Final Change Order No. 1 to the Contract between the Village of Villa Park and A LAMP CONCRETE CONTRACTORS, INC. for the 2018 Pavement Patching Program.

STATEMENT OF PROBLEM

The Village has a contract with A LAMP CONCRETE CONTRACTORS, INC. of Schaumburg, Illinois, for the 2018 Pavement Patching Program. Proposed Final Change Order No. 1 consists of the final balancing of contract quantities as measured in the field. The net amount of this proposed Final Change Order No. 1 is a deduction of \$4,586.65, for an adjusted final contract amount of \$194,213.35.

INVESTIGATION

The change order includes adjustments to awarded quantities to account for the deduction in patching quantity in order to balance final contract quantities.

The net amount of proposed Final Change Order No. 1 is a deduction of \$4,586.65, for an adjusted final contract amount of \$194,213.35. A summary of the Adjusted Final Contract would be as follows:

Awarded Contract Amount	\$198,800.00
Final Change Order No. 1	(\$4,586.65)
Adjusted Final Contract Amount	\$194,213.35

RECOMMENDATION

Public Works staff requests approval of Final Change Order No. 1 to the contract with A LAMP CONCRETE CONTRACTORS, INC. of Schaumburg, Illinois, for the 2018 Pavement Patching Program.

Resolution No. _____

**Resolution of the Village of Villa Park, DuPage County, Illinois Approving
Final Change Order No. 1 to the Contract between the Village of Villa Park
and A LAMP CONCRETE CONTRACTORS, INC. for the 2018 Pavement
Patching Program.**

WHEREAS, the Village had approved a contract with A LAMP CONCRETE CONTRACTORS, INC. of Schaumburg, Illinois, for a project commonly known as the **2018 Pavement Patching Program**; and

WHEREAS, certain change orders must meet the required findings that circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or the change order is in the best interest of the Village as required by Section 33E-9 of the Illinois Criminal Code (720 ILCS 5/33 E-9); and

WHEREAS, it has been recommended to the Village Board that a change order is necessary and consists of the final balancing of contract quantities as measured in the field, as set forth in final Change Order No. 1 attached hereto and made a part hereof; and

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

Section 1: The Village hereby finds and declares that final Change Order No. 1 to the **2018 Pavement Patching Program** contract with A LAMP CONCRETE CONTRACTORS, INC. with total additions of \$885.00 and total deductions of \$5,471.65, attached hereto and made a part hereof, is required by circumstances not reasonably foreseeable at the time the contract was signed and is in the best interests of the Village.

Section 2: The attached change order is hereby approved, and the Village Manager is authorized to execute the change order in substantially the form attached hereto.

Section 3: The Village Manager is directed to cause a copy of this resolution to be placed and maintained in the permanent contract file for the **2018 Pavement Patching Program** which shall be open to the public.

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

Resolution No. _____

PASSED this _____ day of _____, 2019, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2019

Attest: _____
Village Clerk

Village President

VILLAGE OF VILLA PARK

CHANGE ORDER NUMBER

01 (FINAL)

PROJECT: 2018 PAVEMENT PATCHING PROGRAM
CONTRACTOR: A LAMP CONCRETE CONTRACTORS INC.
DATE OF CONTRACT TIME START: 11/19/2018
AWARDED CONTRACT AMOUNT: \$198,800.00

CHANGES ORDERED HEREWITH:

ITEM NO.	PAY ITEM	UNIT	PREVIOUS QUANTITY	REVISED QUANTITY	UNIT PRICE	AMOUNT CHANGE
1	CLASS D PATCHES, 2 INCH	SQ YD	8,000.00	7,785.30	\$19.50	(\$4,186.65)
2	CLASS D PATCHES, 2 INCH, 2 FOOT WIDTH	SQ YD	950.00	950.00	\$28.00	\$0.00
3	FRAMES AND LIDS TO BE ADJUSTED	EACH	3.00	2.00	\$400.00	(\$400.00)
4	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1.00	1.00	\$15,000.00	\$0.00
5	WATER USAGE DEDUCTION	TGAL	100.00	0.00	(\$8.85)	\$885.00
6	WATER USAGE CREDIT	TGAL	100.00	0.00	\$8.85	(\$885.00)

TOTAL ADDITIONS **\$885.00**

TOTAL DEDUCTIONS **(\$5,471.65)**

TOTAL CHANGE ORDER AMOUNT **(\$4,586.65)**

REASON FOR CHANGE ORDER:

This final Change Order #1 consists of the final balancing of contract quantities as measured in the field.

CONTRACT AMOUNT		CONTRACT TIME (CALENDAR DAYS & COMPLETION DATE)		
			SUBSTANTIAL COMPLETION	FINAL COMPLETION
AWARDED CONTRACT AMOUNT	<u>\$198,800.00</u>	ORIGINAL	30	44
PREVIOUS CHANGE ORDERS (+/-)	<u>\$0.00</u>	PREVIOUS C.O.'S (+/-)	0	0
THIS CHANGE ORDER (+/-)	<u>(\$4,586.65)</u>	THIS C.O. (+/-)	184	198
TOTAL CHANGE ORDERS (+/-)	<u>(\$4,586.65)</u>	REVISED	214	242
ADJUSTED CONTRACT AMOUNT	<u>\$194,213.35</u>	ORIG. COMPLETION DATE	12/19/2018	01/02/2019
		REV. COMPLETION DATE	06/21/2019	07/05/2019

It is mutually agreed by Owner and Contractor that this change order includes any and all costs associated with or resulting from the changes ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this change order. This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.

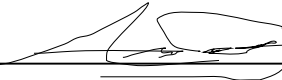
A LAMP CONCRETE CONTRACTORS INC.

CONTRACTOR

VILLAGE OF VILLA PARK

OWNER

BY:



7/22/19

DATE

BY:

DATE



Village of Villa Park

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

DEPARTMENT OF PUBLIC WORKS
VYDAS JUSKELIS, P.E. • Public Works Director

Phone (630) 834-8505
Fax (630) 834-8509

NOTICE OF CONTRACT TIME SUSPENSION

Date: 12/10/2018
To: A Lamp Concrete Contractors, Inc.
Address: 1900 Wright Boulevard
Schaumburg, Illinois 60193
Attn: Adele Lampignano, President
Project: 2018 Pavement Patching Program
Contract No.: 180090

The contract time for the referenced project is hereby suspended as of the date listed above. A summary of the current contract time is as follows:

	SUBSTANTIAL COMPLETION	FINAL COMPLETION
CONTRACT TIME	30 days	44 days
TIME EXPENDED	0 days	0 days
TIME REMAINING	30 days	44 days

AUTHORIZED BY:

Village of Villa Park

OWNER


AUTHORIZED SIGNATURE

Vydas Juskelis, P.E.

NAME

Public Works Director

TITLE

ACCEPTED BY:

A Lamp Concrete Contractors, Inc.

CONTRACTOR


AUTHORIZED SIGNATURE

Anthony Iacullo

NAME

Project Manager

TITLE

This 10th day of December, 2018.

This 10th day of December, 2018.



Village of Villa Park

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

Albert Bulthuis, Village President
Hosanna Korynecky, Village Clerk
Richard D. Keehner, Jr., Village Manager

Phone: (630) 834-8500
Fax: (630) 834-8967
TDD: (630) 834-8589

EXECUTIVE SESSION

August 26, 2019

Agenda

1. Call Meeting to Order
2. Roll Call
3. Approve Minutes
4. Executive Session – 5ILCS 120/2
 - a. (c) (1) Personnel Matters
 - b. (c) (2) Collective Bargaining Matters
 - c. (c) (5) Purchase or Lease of Property
 - d. (c) (6) Sale or Lease of Property
 - e. (c) (11) Pending Litigation
 - f. (c) (21) Discussion of Closed Session Minutes
5. Adjournment