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.
Next Resolution No.

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

**Village Board of Trustees**

**August 22, 2022** **7:00 PM**

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

**1. Call to Order - Roll Call**

**2. Pledge of Allegiance**

**3. Presentation**

3.a Life Saving Award

3.b F.U.N. Commission Oldest Tree Award

**4. Proclamations**

4.a Library Card Sign-Up Month
Library Card Proclamation.docx

**5. Public Comments on Agenda Items**

**6. Amendments to the Agenda**

**7. Consent Agenda**

7.a Minutes from August 8, 2022 Special Meeting of the Village Board and the August 8, 2022 Regular Meeting of the Village Board
Special Meeting Aug 8 2022.docx
Minutes Aug 8 2022.docx

7.b Bill Listing from August 8 and August 15, 2022 in a Total Amount of $949,766.70
2022-0808 CY22 Weekly Chk Report.pdf
2022-0815 CY22 Weekly Chk Report.pdf

## 8. First Reading on Ordinances to be Codified

8.a An Ordinance of the Village of Villa Park, DuPage County, Illinois, to Increase the Maximum Number of Licenses Permitted Under Class EE Liquor License.

The current business May's Lounge located at 100 E Roosevelt Road, Suite 5, is being sold to Zachary and Amanda Heidner. May's Lounge current operates a Class EE license authorizing the sale at retail in restaurants of beer and wine only to patrons seated at tables on the premise. The current EE license would be surrendered upon the sale of the business to Mr. and Mrs. Heidner. The Liquor Commission has approved the issuance of this license.
Memo - May's Lounge.pdf
ORD_-_Add_Class_EE_License_-_May's Lounge Inc.docx

8.b An Ordinance Amending the Villa Park Municipal Code In Order To Establish Rules Regarding the Committee of the Whole

The proposed ordinance, if passed, will establish the rules under which Committee of the Whole Meetings will take place. If first reading is waived, then the first Committee of the Whole Meeting under these rules will be held Monday, September 12, 2022 at 6:00 P.M. If the Board would prefer to give have two readings of the ordinance, then a Special Meeting would have to called to keep the proposed time and agenda for a meeting on September 12.
Memo-Board Action Summary - Committee of the Whole.docx
Villa Park Ordinance Amending the Village Code - Committee of the Whole.docx

## 9. Ordinances

9.a Multiple Ordinances of the Village of Villa Park, Illinois Regarding Variations Related to the Development and Construction of an Apartment Building Located at 27 W. Park Boulevard, Villa Park

As discussed at the last Village Board meeting, Ross Builders, Inc. proposes to redevelop certain property for the purpose of redeveloping, constructing and operating a four (4) story, twenty-four (24) unit market-rate apartment building with elevator, individual storage units on each floor, with internal and external parking. A total of six (6) variations to the Village's Zoning Code are required in order to allow for the development as proposed. Hearings were held before the Village's Planning & Zoning Commission on the requested variations. The Commission voted 6 – 0 to recommend approval of four of the variance requests indicating strict application of the zoning code or unique characteristics of the site create a hardship. The Commission voted 3 – 3 on two of the variance requests with not all of the Commissioners finding the Petitioner has sufficiently demonstrated that the variance requests for parking relief and lot coverage are due to hardship caused by conditions of the site, or practical difficulties of the zoning ordinance, and not based on financial return.

The Village Board will consider six separate ordinances on this matter, with each ordinance independently addressing a variation requested by the developer related to the subject property.

Memo-Board Action Summary - Multiple Ordinances Regarding Ardmore Flats Variations.docx
ORD - Minimum Parking Variation - 27 W. Park Boulevard - Ardmore Flats.docx
ORD - Lot Coverage Variation - 27 W. Park Boulevard - Ardmore Flats.docx
ORD - Parking Design Variation - 27 W. Park Boulevard - Ardmore Flats.docx
ORD - Garage Entrance Location Variation - 27 W. Park Boulevard - Ardmore Flats.docx
ORD - Visibility Triange Variation - 27 W. Park Boulevard - Ardmore Flats.docx
ORD - Build-to-Zone Streetscape Variation - 27 W. Park Boulevard - Ardmore Flats.docx
082322 PZC_Recommendation_to_Village_Board_-_27_W._Park_Boulevard_-_Ardmore_Flats.pdf
Ex._1_-_PZC_Findings_of_Fact_-_27_W._Park_Boulevard_-_Ardmore_Flats.docx
Ex 2 PZ 22 0005 Petitioner Narrative.pdf
Ex 3 PZ 22 0005 Site Plans 06-16-22 6-17-22.pdf
Ex 4 PZ 22 0005 Building Elevations 6-16-22.pdf
Ex 6 PZ 22 0005 Prelim Eng Plans 05-26-26.pdf
Ex 7 Photometric Plan 27 W Park_05-25-22.pdf
Ex 8 PZ 22 0005 Traffic Assessment 6-21-2022.pdf
Ex 5 PZ 22 0005 Landscape 05-26-22.pdf
Ex 9 Traffic and Safety Memo 27 West Park Blvd.pdf
Ex 10 Boundary Survey 01-07-22.pdf
EX 11 Transcripts June 9 and June 30 2022 PH.pdf
Ex 12 Craig Ross Letter To The Board.pdf

9.b

An Ordinance for the Village of Villa Park, Illinois Granting a Special Use for Vehicle Body and Paint Finishing Shop for the Property Located at 225 W. Stone Road (Petition PZ-22-0007 / 225 W. Stone / Let's Go Motors)

This Ordinance, if approved, will allow for special use approval of the property located at 225 W. Stone Road to operate as a vehicle body and paint finishing shop. Let's Go Motors, the applicant of the special use, currently operates as auto dealer at its location in the Village. The business model is to purchase vehicles and sell, not rebuild vehicles. The applicant indicates clean title vehicles are bought, minor body work is completed, and vehicles are sold. Use of the vehicle body and paint finishing booth is described as an accessory use for the auto dealership. At the July 14, 2022 public hearing, the Planning & Zoning Commission voted 6-2 recommending approval of the special use contingent on certain conditions as set forth in the Ordinance.
Ordinance_for_PZ-22-0007_225_W_Stone__SU_Auto_Paint_Booth.docx
Ex 1 Aug 8 2022 VB 225 W Stone SU Paint Booth PZ-22-0007 .docx
Ex 2 Site Plan 225 W Stone.pdf
Ex 3 Interior 225 W Stone.pdf
Ex 4 Spray Paint Booth Plan Submittal.pdf

Ex 5 Minutes PZ-22-0007 7-14-22.pdf

## 10. Resolutions

10.a Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Civiltech Engineering, Inc., of Itasca, Illinois, for Phase II Design Engineering of the Tri-Trail Connector Project in an Amount Not to Exceed $101,184.01

The Tri-Trail Connector Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project's objective is to increase the safety of pedestrians and bicyclists using the Village's three trails and to improve the connectivity of those trails. The project's engineering design is budgeted for CY 2022 and needs to start this year to meet the timeline for the FY 2024 STP grant funding the Village has been awarded. Staff recommends approval of an engineering services agreement with Civiltech Engineering, Inc., of Itasca, Illinois, for Phase II design engineering of the Tri-Trail Connector Project in an amount not to exceed $101,184.01. Funding for this agreement will be from the TIF 4 and TIF 5 Funds.

This item satisfies the Village's Short-Term Complex Goal #1 Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc.
MEMO - Tri-Trail Connector Project - PH2 Engineering Agreement
RESO Tri-Trail Path Improvements Project - Phase II - Civiltech.docx
AGREEMENT with Civiltech Engineering - Tri-Trail Path Improvements Project - Phase II.doc
EXHIBIT A to Agreement - Tri-Trail Connector Project - PH2 Engineering - Civiltech Proposal
CIP - Tri-Trail Connector Project - PH2 Engineering

10.b Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase III Construction Engineering of the Jackson Pond Improvement Project in an Amount Not to Exceed $198,943.43

The Jackson Pond Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project's objective is to expand the Jackson Pond stormwater detention basin to lessen the frequency and severity of area flooding. Staff recommends approval of an engineering services agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase III construction engineering of the Jackson Pond Improvement Project in an amount not to exceed $198,943.43. Funding for these engineering services would be taken from the Stormwater Fund. The Village will utilize a portion of its $4 million disaster mitigation grant from FEMA to pay for these services.

This item satisfies the Short-Term Complex Strategic Plan Goal, "Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc."
RESO - Phase III Agreement - Jackson Pond Expansion Project.docx

MEMO - Phase III Engineering Services Agreement - Jackson Pond Improvement Project
AGREEMENT with V3 Companies - Construction Engineering Services - Jackson Pond Expansion Project - Phase III.doc
EXHIBIT A to Agreement - Construction Engineering Services - Jackson Pond Expansion Project - Phase III - V3 Companies
CIP - Phase III Engineering Services Agreement - Jackson Pond Improvement Project

10.c A Resolution Approving an Intergovernmental Agreement Between the Village of Addison, the Village of Villa Park, and DuPage High School District 88 for School Resource Officer Services.

If passed by this Resolution, this Agreement would extend the existing agreement between Dupage High School District 88 and the Village of Villa Park for six years. This agreement provides a School Resource Officer to Willowbrook High School in exchange for payment of 60% of the cost of the SRO officer. The Village of Addison is also part of this agreement. Their officer is assigned to Addison Trail High School.
RESO - Approving and Authorizing IGA for School Resource Officer Services.docx
Dist. 88-Addison-VP SRO IGA Updated March 25th 2022 - CLEAN with MMW revisions.docx

10.d Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Corrective Asphalt Materials, LLC of South Roxana, Illinois, for the 2022 Pavement Rejuvenation Program in an Amount Not to Exceed $68,580.49 and to waive the bidding requirements.

Since the early 1990s, the Village has been utilizing a rejuvenating agent known as "Reclamite" as part of its preventative maintenance program to extend the life of asphalt roadways that have been resurfaced or reconstructed. Reclamite restores asphalt components that are lost during the pavement aging process and helps protect against the air and water intrusion into the pavement. This extends the quality of the road surface delaying the need for other costly road maintenance such as crack filling and patching. Due to the limited applicators for this type of product, the Village has historically received one bid for this work. Therefore staff is recommending to waive the bidding requirements and to award the a contract to Corrective Asphalt Materials, LLC of South Roxana, Illinois, in the amount of $68,580.49. Funds have been budgeted for this work in the Street Improvement Fund account number 60.502.02.299.

This items satisfies the Village's Strategic Long-Term Complex Goal "Continue to Use a disciplined maintenance plan and schedule for Village infrastructure."
Memo_-_Resolution_for_2022_Pavement_Rejuvenation_Program.docx
RESO - Approving Proposal of CAM - 2022 Pavement Rejuvenation Program.docx
Ex. A to RESO - CAM Proposal - 2022 Pavement Rejuvenation Program.pdf
Ex. B to RESO - Contractor's Certification - Corrective Asphalt Materials.docx
Map.png

Rejuvenation 2022 Street List.xlsx
Villa Park letter.pdf

11. **Public Comments on Non-Agenda Items**

12. **Village Clerk's Report**

13. **Village Trustees' Report**

14. **Village President's Report**

15. **Village Manager's Report**

16. **Executive Session**

17. **Adjournment**

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

# Village Board of Trustees Agenda Item Report

**Meeting Date:** August 22, 2022
**Submitted by:** Suzanne McVey
**Submitting Department:** Village Manager's Office
**Item Type:** Report/Presentation
**Agenda Section:** Presentation

---

**Subject:**
Life Saving Award

**Suggested Action:**

**Attachments:**

# Village Board of Trustees Agenda Item Report

**Meeting Date:** August 22, 2022
**Submitted by:** Suzanne McVey
**Submitting Department:** Village Manager's Office
**Item Type:** Report/Presentation
**Agenda Section:** Presentation

---

**Subject:**
F.U.N. Commission Oldest Tree Award

**Suggested Action:**

**Attachments:**

# Village Board of Trustees Agenda Item Report

**Meeting Date:** August 22, 2022
**Submitted by:** Suzanne McVey
**Submitting Department:** Village Manager's Office
**Item Type:** Proclamations
**Agenda Section:** Proclamations

---

**Subject:**
Library Card Sign-Up Month

**Suggested Action:**

**Attachments:**
Library Card Proclamation.docx

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

**PROCLAMATION RECOGNIZING SEPTEMBER 2022**
**AS LIBRARY CARD SIGN UP MONTH**

**WHEREAS,** Libraries and librarians play a crucial role in the education and the development of children; and

**WHEREAS,** Librarians are literacy experts, offering everything from preschool story hours to summer reading clubs that sustain school-year learning; and

**WHEREAS,** libraries provide a learning environment that fosters joyful exploration, encouraging students to research subjects that they are genuinely curious about; and

**WHEREAS,** librarians create a welcoming and inclusive spaces for people of all backgrounds to learn together and engage with one another; and

**WHEREAS,** a library card empowers all people to pursue their dreams, explore new passions and interests, and find their voice; and

**WHEREAS,** the Village are fortunate to have access to the Villa Park Public Library which is constantly transforming to deliver new services that connect closely with the community needs.

**THEREFORE, BE IT RESOLVED** that I, Nick Cuzzone, President of the Village of Villa Park, along with the Board of Trustees, do hereby proclaim September Library Card Sign-up Month in Villa Park, Illinois and courage everyone to sign up for their own library card today.

**IN WITNESS WHEREOF,** I have hereunto set my hand this 22nd day of August 2022.

_____
Nick Cuzzone, Villa Park

# Village Board of Trustees Agenda Item Report

**Meeting Date:** August 22, 2022
**Submitted by:** Suzanne McVey
**Submitting Department:** Village Manager's Office
**Item Type:** Minutes
**Agenda Section:** Consent Agenda

---

**Subject:**
Minutes from August 8, 2022 Special Meeting of the Village Board and the August 8, 2022 Regular Meeting of the Village Board

**Suggested Action:**

**Attachments:**
Special Meeting Aug 8 2022.docx
Minutes Aug 8 2022.docx

# VILLAGE OF VILLA PARK

## Village Hall, Board Chambers
## 20 S. Ardmore Avenue
## Villa Park, IL 60181

## Special Meeting of the Village Board of Trustees

**August 8, 2022** **6:30 PM**

Village President Nick Cuzzone

Village Clerk Hosanna Korynecky
Village Trustees David Cilella, Jack Corkery, Jack Kozar, Deepa Kumar, Christine Murphy, Kevin Patrick

**1. Call to Order – Roll Call.**
President Cuzzone called the meeting to order and Clerk Korynecky called the roll.

**2. Pledge of Allegiance.**
President Cuzzone led the Pledge of Allegiance.

**3. Discussion Items.**
**3.a.** Meeting Dates and Procedures for Committee of the Whole.
Manager Harline referred to his memo to the board dated August 5, 2022. He reviewed the decision steps needed to be taken by the board regarding Committee of the Whole that included frequency, meeting time and public input. Attorney Wolf referred to proposed additions and revisions before the board to the code implementing specific provisions regarding Committee of the Whole. Discussion ensued. Attorney Wolf responded to questions from the board and provided additional clarification. Consensus of the board was to set a regular meeting time for Committee of the Whole on the second Monday of the month at 6 p.m. Consensus of the board to also approve the code revisions presented to the board with the clarifications regarding emails. Some discussion ensued on items for the Committee of the Whole agenda. The board was in agreement.

**4. Public Comments.**
There were no participants.

**5. Adjournment.**
Motion to adjourn was made by Trustee Corkery and seconded by Trustee Kumar. Voice vote passed with all ayes. Meeting adjourned at 6:53 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Ordinance No. 4292

Next Resolution No. 2189

# VILLAGE OF VILLA PARK

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

## Village Board of Trustees

**August 8, 2022** **7:00 PM**

Village President Nick Cuzzone

Village Clerk Hosanna Korynecky

Village Trustees David Cilella, Jack Corkery, Jack Kozar, Deepa Kumar, Christine Murphy, Kevin Patrick

**MINUTES OF THE FORMAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON AUGUST 8, 2022**

**1. Call to Order – Roll Call.**

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

**2. Pledge of Allegiance.**

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

**3. Public Comments on Agenda Items.**

Paul Buikema, representing Steuerle Chapel, referred to Item 7.a and asked that any major modifications would include inserting a fence along the eastern side of the development for safety reasons.

*The following residents referred to Item 7.a. and asked the board to vote no and also said:*

Resident Terri Rodriguez said the proposed exterior of the development would be out of character with the historical characteristics of other structures in the Village.

Resident Ed Rodriguez referred to stormwater sewer issues already in the development area.

Resident Deb Meyers said traffic and parking issues already exist in the area.

Resident Jeanie Nicholson spoke about alley safety in the area.

Resident Susan Mucerino cited issues with the 70% impervious surface.

Resident Molly Karcz said she would like new development but it should be suitable to the neighborhood and comply with Village codes.

Resident Kim Ormond said increased traffic and parking issues will be created.

Resident Justyna Zucker said the proposed building is too large for the lot.

Resident Alesia Bailey said there isn't enough parking and the developer has not proven hardship on the variances.

Resident Amy Passow referred to aesthetics of the prairie path and the current parking issues and traffic.

Resident Tony Mucerino spoke about impervious surfaces and the stormwater sewers.

Resident Janet Schaudt Gilbert said the development is too dense.

Resident Ann Marie Testa presented the board with 510 signatures on a petition against the development.

Resident Patrice Gallagher asked the board to view the development looking to the future.

Resident Gina Mosel said there is no egress window in the den if used as a bedroom.

Resident Elise Kramer said the development does not have enough overnight parking spaces.

Resident Ted Ott spoke about issues with vehicles using the alley.

Resident Vicki Flaskamp asked the board to listen to the residents who do not support this development.

Resident Cheryl Tucker referred to Item 10.a. and asked the board to approve the resolution.

**4. Amendments to the Agenda.**

**5. Proclamations.**
**5.a.** Proclamation by President Cuzzone recognizing life-long resident Nancy Woodruff on her retirement and expressing appreciation for her contribution to the betterment of Villa Park as owner of Cherokee Rose for 30 years and founding member of the Villa Avenue Business Association.

**6. Consent Agenda.**
**6.a.** Minutes from the July 25, 2022 Village Board of Trustees Meeting.
**6.b.** Bill Listing from July 25 and August 1, 2022 in the Total Amount of $1,017,516.93.
Motion to approve Consent Agenda was made by Trustee Kumar and seconded by Trustee Corkery. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Patrick, Cilella, Murphy, Corkery, Kozar, Kumar and President Cuzzone. There were no nays. Motion carried.

**7. First Reading on Ordinances to be Codified.**
**7.a.** An Ordinance of the Village of Villa Park, Illinois, Granting and Denying Certain Variations Related to the Development and Construction of an Apartment Building Located at 27 W. Park Boulevard, Villa Park.
*This ordinance is presented for first reading and discussion. Ross Builders, Inc. proposes to redevelop certain property for the purpose of redeveloping, constructing and operating a four (4) story, twenty-four (24) unit market-rate apartment building with elevator, individual storage units on each floor, with internal and external parking. A total of six (6) variations to the Village's Zoning Code are required in order to allow for the development as proposed. Hearings were held before the Village's Planning & Zoning Commission on the requested variations. The Commission voted 6-0 to recommend approval of four of the variance requests indicating strict application of the zoning code or unique characteristics of the site create a hardship. The Commission voted 3-3 on two of the variance requests with not all of the commissioners finding the petitioner has sufficiently demonstrated that he variance requests for parking relief and lot coverage are due to hardship caused by conditions of the site, or practical difficulties of the zoning ordinance and not based on financial return.*
Discussion ensued. Attorney Wolf provided clarification on the ordinance. Consensus of the board was to allow Craig Ross with Ross Builders, Inc. to give a PowerPoint presentation on the proposed development. Mr. Ross also responded to questions from the board. Public Works Director Guerra provided information on flooding issues, drainage and the stormwater sewer system. Consensus of the board was not to vote on the ordinance as written. Direction of the board for Attorney Wolf was to vote on the variances separately and to include the fence as a condition.

**8. Second Reading on Ordinances to be Codified.**

**9. Ordinances.**
**9.a.** An Ordinance Terminating the Designation of the Villa Avenue Redevelopment Project Area as created by the Village of Villa Park as a Tax Increment Financing Redevelopment Project Area and Dissolving the Special Tax Increment Allocation Fund for Said Redevelopment Project Area.
*This ordinance, if approved, will effectuate closure to the Redevelopment Project Area TIF that previously expired on December 31, 2019. Specifically, the ordinance will dissolve the special tax allocation fund for the Redevelopment Project Area and terminate the designation of the Redevelopment Project Area. This allows the Village to close the books and records of the Redevelopment Project Area and distribute any excess monies to the appropriate taxing districts in accordance with State law, once confirmation that payment of project costs and obligations issued in connection with the Redevelopment Project Area have been retired.*
Motion to approve the ordinance was made by Trustee Kumar and seconded by Trustee Cilella. Trustee Kozar asked for clarification. Manager Harline provided the information. Attorney Wolf said this ordinance is in compliance with the TIF statutes. Roll call vote tallied seven (7) ayes made by Trustees Corkery, Patrick, Murphy, Kozar, Cilella, Kumar and President Cuzzone. There were no nays. Motion carried.

**10. Resolutions.**
**10.a.** Resolution to Approve and Authorize the Execution of a Standard Form of Agreement for Construction Management Services By and Between the Village of Villa Park and W.B. Olson for the Lions Park Recreation Center Project.
*Staff recommends the retention of W.B. Olson, Northbrook, Illinois, for construction management services in the amount not to exceed $1,396,002 for the construction of the Lions Park Recreation Center. Costs include preconstruction/design assist services ($60,000(), construction phase services ($696,002), insurance costs (1% of the total cost of construction) and profit fees (3% of total cost of construction) for an*

*estimated cost base on construction costs of $16,000.000, or an approximate total fee of $1,396,002. The Parks and Recreation Advisory Commission supports this recommendation. Funds are available from the Illinois Department of Natural Resources (IDNR) - Build Illinois Bond Fund grant.*
Motion to approve the resolution was made by Trustee Kumar and seconded by Trustee Patrick. Trustee Kumar asked for clarification of the cost. Manager Harline provided the information. Trustee Kozar asked about the bidding process. Parks and Recreation Director Gola said the bid process is not on cost but on the qualifications of the bidders. Attorney Wolf said this is a procurement method for selection of professional services. Dan Bulthuis with W. B. Olson reviewed the next steps in the process. Roll call vote tallied seven (7) ayes made by Trustees Murphy, Kozar, Corkery, Cilella, Kumar, Patrick and President Cuzzone. There were no nays. Motion carried.

**11. Public Comments on Non-Agenda Items.**
There were no participants.

**12. Village Clerk's Report.**
Clerk Korynecky had no report or recommendations.

**13. Village Trustees' Report.**
Trustee Kumar said she attended Shakespeare in the Park and saw Trustee Corkery's performance. She also said she is pleased that plans for the new recreation center are in process.
Trustee Corkery thanked Parks and Recreation and everyone who attended Shakespeare in the Park. He also said he was glad to see the public engaged in tonight's meeting.
Trustee Murphy had no report or recommendations.
Trustee Patrick said Bob Wagner asked him to announce the Ride with D45 event on August 13 from 9 to 11 a.m. to kick off the 2022-23 school year. Log on d45.org/ride-with-d45 for details and to register. He also said resident and WWII veteran Edward Bigh is turning 100 on August 13. A letter or birthday card can be sent to 234 E. Harrison. There will also be a short parade at 1 p.m.
Trustee Kozar thanked residents for their input tonight.
Trustee Cilella thanked resident for expressing their opinions. He also thanked Police and Fire for the recent National Night Out event.

**14. Village President's Report.**
President Cuzzone congratulated the cast of Shakespeare in the Park. He read a letter addressed to Fire Chief Rakosnik from a resident thanking him for the respectful way the death of her uncle was handled by the firefighter/paramedics. President Cuzzone also read a letter dated June 17 from the Village of Roselle thanking Villa Park Public Works for the support provided in aiding clean up after a severe storm event.

**15. Village Manager's Report.**
Manager Harline said staff is reviewing options for adjustments to the Maple Street Improvement Project. He said he attend Coffee with the Board. He also said he has items for Executive Session.

**16. Executive Session.**
**16.a.** Pursuant to 5 ILCS 120/2
(c)(2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.
**16.b.** Pursuant to 5 ILCS 120/2
(c)(11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
Motion to approve Executive Session was made by Trustee Corkery and seconded by Trustee Cilella. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Kozar, Cilella, Corkery, Patrick, Murphy, Kumar and President Cuzzone. There were no nays. Motion carried.

**17. Adjournment.**
Motion to adjourn was made by Trustee Patrick and seconded by Trustee Kumar. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 9:46 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

**Next Meeting is Scheduled for August 22, 2022.**

# Village Board of Trustees Agenda Item Report

**Meeting Date:** August 22, 2022
**Submitted by:** Suzanne McVey
**Submitting Department:** Village Manager's Office
**Item Type:** Bill Listing
**Agenda Section:** Consent Agenda

---

**Subject:**
Bill Listing from August 8 and August 15, 2022 in a Total Amount of $949,766.70

**Suggested Action:**

**Attachments:**
2022-0808 CY22 Weekly Chk Report.pdf
2022-0815 CY22 Weekly Chk Report.pdf

# VILLAGE OF VILLA PARK

## List of Bills Presented to the Board of Trustees

## at its Meeting on August 22, 2022

Covering weekly check runs dated for:

August 8, 2022/CY22 ..... $205,006.64

*1 of 1*

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0808"
Invoice Detail.Type = {<>} "Adjustment"

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.511.00.210 TELEPHONE** | | | | | | | | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 39.39 | .00 | | WF0808 | |
| Total 10.511.00.210 TELEPHONE: | | | | 39.39 | .00 | | | |
| Total PUBLIC AFFAIRS: | | | | 39.39 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.512.00.210 TELEPHONE** | | | | | | | | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 39.39 | .00 | | WF0808 | |
| VERIZON WIRELESS PW | 9909822052 | 0 | EQUIPMENT | 29.99 | .00 | | WF0808 | |
| Total 10.512.00.210 TELEPHONE: | | | | 69.38 | .00 | | | |
| **10.512.01.210 TELEPHONE** | | | | | | | | |
| SAWYER, BRIAN | 072022 | 0 | PERS DEVICE PHONE REIMB; JULY 2022 | 24.99 | .00 | | WF0808 | |
| SAWYER, BRIAN | 072022 | 0 | USAGE REIMB; JULY 2022 | 24.99 | .00 | | WF0808 | |
| Total 10.512.01.210 TELEPHONE: | | | | 49.98 | .00 | | | |
| **10.512.01.270 MAINT OF OFFICE EQUIPMENT** | | | | | | | | |
| PROCOM ENTERPRISES LTD | 771621 | 0 | ADDITIONAL DOORS INSTALLED | 4,994.20 | .00 | | WF0808 | |
| Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT: | | | | 4,994.20 | .00 | | | |
| **10.512.01.299 OTHER CONTRACTUAL SERVICES** | | | | | | | | |
| ARLINGTON COMPUTER PRODUCTS | 72444 | 0 | VEEAM BACKUP ESSENTIALS LICENSE | 1,887.00 | .00 | | WF0808 | |
| CURRENT TECHNOLOGIES CORP | 729762 | 0 | IT CONSULTANT | 1,485.00 | .00 | | WF0808 | |
| LIFTOFF, LLC | 6472gds | 0 | OFFICE 365 MIGRATION SERVICES | 12,000.00 | .00 | | WF0808 | |
| LIFTOFF, LLC | 6519add1 | 0 | POWER AUTOMATE LICENSE | 105.00 | .00 | | WF0808 | |
| PROCOM ENTERPRISES LTD | 771623 | 0 | ALARM.COM DOOR ACCESS CONTROL | 36.00 | .00 | | WF0808 | |
| SAWYER, BRIAN | 072022 | 0 | MILEAGE REIMB; JULY 2022 | 20.24 | .00 | | WF0808 | |
| Total 10.512.01.299 OTHER CONTRACTUAL SERVICES: | | | | 15,533.24 | .00 | | | |
| Total MANAGER: | | | | 20,646.80 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.514.00.210 TELEPHONE** | | | | | | | | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 114.69 | .00 | | WF0808 | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 196.95 | .00 | | WF0808 | |
| Total 10.514.00.210 TELEPHONE: | | | | 311.64 | .00 | | | |
| Total COMMUNITY DEVELOPMENT: | | | | 311.64 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.515.00.281 RENTAL OF EQUIPMENT** | | | | | | | | |
| QUADIENT LEASING USA, INC | N9511023 | 0 | QRTLY PSTG MACH RENTAL; 8/24/22 - 11/23/ | 708.13 | .00 | | WF0808 | |
| Total 10.515.00.281 RENTAL OF EQUIPMENT: | | | | 708.13 | .00 | | | |
| Total CENTRAL SERVICES: | | | | 708.13 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.516.00.219 UTILITY - ELECTRIC** | | | | | | | | |
| COMMONWEALTH EDISON CO | 0030170051 6/2022 | 0 | 21 W PLYMOUTH; 6/7-7//7/22 | 141.68 | .00 | | WF0808 | |
| COMMONWEALTH EDISON CO | 1043074121 6/2022 | 0 | JACKSON POND; 6/20-7/20/22 | 48.03 | .00 | | WF0808 | |
| COMMONWEALTH EDISON CO | 9006703009 6/2022 | 0 | SIREN; 6/6-7/6/22 | 28.78 | .00 | | WF0808 | |
| COMMONWEALTH EDISON CO | 9006734022 6/2022 | 0 | 106 S. VILLA; 6/6-7/6/22 | 265.59 | .00 | | WF0808 | |
| Total 10.516.00.219 UTILITY - ELECTRIC: | | | | 484.08 | .00 | | | |
| **10.516.00.299 OTHER CONTRACTUAL SERVICES** | | | | | | | | |
| ACITELLI HEATING & PIPING | 36285 | 0 | CHAMBER- REFRIGERATION PIPING LEAK R | 1,207.89 | .00 | | WF0808 | |
| P A CRIMSON FIRE RISK SERVICES | 24931 | 0 | PW- HAZMAT EXTINGUISHERS | 193.75 | .00 | | WF0808 | |
| Total 10.516.00.299 OTHER CONTRACTUAL SERVICES: | | | | 1,401.64 | .00 | | | |
| Total BUILDINGS & GROUNDS: | | | | 1,885.72 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.517.00.219 UTILITY - ELECTRIC** | | | | | | | | |
| COMMONWEALTH EDISON CO | 8000258004 6/2022 | 0 | METRA STN PARK LOT; 6/7-7/7/22 | 102.63 | .00 | | WF0808 | |
| Total 10.517.00.219 UTILITY - ELECTRIC: | | | | 102.63 | .00 | | | |
| **10.517.00.299 OTHER CONTRACTUAL SERVICES** | | | | | | | | |
| ROMANO LANDSCAPE | 41505 | 0 | MTHLY LAWN MAINT. METRA | 1,300.00 | .00 | | WF0808 | |
| Total 10.517.00.299 OTHER CONTRACTUAL SERVICES: | | | | 1,300.00 | .00 | | | |
| Total COMMUTER PARKING LOT: | | | | 1,402.63 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.518.00.210 TELEPHONE** | | | | | | | | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 39.39 | .00 | | WF0808 | |
| Total 10.518.00.210 TELEPHONE: | | | | 39.39 | .00 | | | |
| **10.518.00.215 SHOP SERVICES** | | | | | | | | |
| CINTAS CORPORATION #344 | 4126725318 | 0 | FLT UNIFORM & TOWELS | 47.30 | .00 | | WF0808 | |
| Total 10.518.00.215 SHOP SERVICES: | | | | 47.30 | .00 | | | |
| **10.518.00.309 GAS & DIESEL FUEL** | | | | | | | | |
| AL WARREN OIL COMPANY INC | W1491000 | 0 | FLT UNLEADED FUEL 5997 GALS. | 20,998.49 | .00 | | WF0808 | |
| AL WARREN OIL COMPANY INC | W1491001 | 0 | FLT BIO DIESEL 1500 GALS | 6,194.25 | .00 | | WF0808 | |
| Total 10.518.00.309 GAS & DIESEL FUEL: | | | | 27,192.74 | .00 | | | |
| **10.518.00.315 INSPECTIONS AND SAFETY TESTS** | | | | | | | | |
| SUBURBAN DRIVELINE INC | 65910 | 0 | PW95-SAFETY TEST | 40.00 | .00 | | WF0808 | |
| Total 10.518.00.315 INSPECTIONS AND SAFETY TESTS: | | | | 40.00 | .00 | | | |
| Total GARAGE: | | | | 27,319.43 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.519.00.399 OTHER SUPPLIES** | | | | | | | | |
| CLIFFORD-WALD COMPANY | IN00128022 | 0 | PLOTTER INK CARTRIDGE | 138.99 | .00 | | WF0808 | |
| Total 10.519.00.399 OTHER SUPPLIES: | | | | 138.99 | .00 | | | |
| Total ENGINEERING: | | | | 138.99 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.520.01.261 INSURANCE CLAIM LOSSES** | | | | | | | | |
| IRMA | IVC0011939 | 0 | POLICE COMMISSIONER BONDS | 9.00 | .00 | | WF0808 | |
| Total 10.520.01.261 INSURANCE CLAIM LOSSES: | | | | 9.00 | .00 | | | |
| Total POLICE: | | | | 9.00 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.521.01.210 TELEPHONE** | | | | | | | | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 100.05 | .00 | | WF0808 | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 78.78 | .00 | | WF0808 | |
| Total 10.521.01.210 TELEPHONE: | | | | 178.83 | .00 | | | |
| Total FIRE: | | | | 178.83 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.523.02.210 TELEPHONE** | | | | | | | | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 100.05 | .00 | | WF0808 | |
| Total 10.523.02.210 TELEPHONE: | | | | 100.05 | .00 | | | |
| Total AMBULANCE/PARAMEDIC: | | | | 100.05 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.524.02.299 OTHER CONTRACTUAL SERVICES** | | | | | | | | |
| LAKESHORE RECYCLING SYSTEMS | 2673808 | 0 | TRASH & BRUSH REMOVAL JUNE 2022 | 125,161.28 | .00 | | WF0808 | |
| Total 10.524.02.299 OTHER CONTRACTUAL SERVICES: | | | | 125,161.28 | .00 | | | |
| Total GARBAGE: | | | | 125,161.28 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.525.01.210 TELEPHONE** | | | | | | | | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 19.46 | .00 | | WF0808 | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 33.35 | .00 | | WF0808 | |
| Total 10.525.01.210 TELEPHONE: | | | | 52.81 | .00 | | | |
| **10.525.25.219 UTILITY - ELECTRIC** | | | | | | | | |
| COMMONWEALTH EDISON CO | 0179073093 6/2022 | 0 | 889 W NO STREETLGHTS; 6/7-7/7/22 | 26.50 | .00 | | WF0808 | |
| COMMONWEALTH EDISON CO | 0969040060 6/2022 | 0 | TRAFFIC SIGNALS; 6/8-7/8/22 | 432.89 | .00 | | WF0808 | |
| COMMONWEALTH EDISON CO | 3779053023 6/2022 | 0 | STREETLIGHTS 2; 6/6-7/6/22 | 22.26 | .00 | | WF0808 | |
| COMMONWEALTH EDISON CO | 5763147089 6/2022 | 0 | STREETLIGHTS 1; 6/1-6/30/22 | 55.40 | .00 | | WF0808 | |
| Total 10.525.25.219 UTILITY - ELECTRIC: | | | | 537.05 | .00 | | | |
| **10.525.27.342 ASPHALT MIX** | | | | | | | | |
| DUPAGE MATERIALS COMPANY, LLC. | 18782 | 0 | HIGH PERFORMANCE COLD | 320.00 | .00 | | WF0808 | |
| Total 10.525.27.342 ASPHALT MIX: | | | | 320.00 | .00 | | | |
| Total STREET: | | | | 909.86 | .00 | | | |
| Total CORPORATE FUND: | | | | 178,811.75 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **26.502.01.299 OTHER CONTRACTUAL SERVICES** | | | | | | | | |
| ROMANO LANDSCAPE | 41505 | 0 | MTHLY LAWN MAINT. ARDMORE | 750.00 | .00 | | WF0808 | |
| Total 26.502.01.299 OTHER CONTRACTUAL SERVICES: | | | | 750.00 | .00 | | | |
| Total GENERAL: | | | | 750.00 | .00 | | | |
| Total TIF 6 FUND-NO ARDMORE/VERMONT: | | | | 750.00 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **27.502.01.401 CAPITAL OUTLAY** | | | | | | | | |
| ARTISTIC OUTDOOR LIGHTING | 9900 | 0 | CORTESI BROKEN FIXTURES | 435.00 | .00 | | WF0808 | |
| Total 27.502.01.401 CAPITAL OUTLAY: | | | | 435.00 | .00 | | | |
| Total GENERAL: | | | | 435.00 | .00 | | | |
| Total TIF 5 FUND - KENILWORTH: | | | | 435.00 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **35.502.01.205 POSTAGE** | | | | | | | | |
| POSTMASTER | 08012022 | 0 | POSTAGE REPLENISHMENT FOR BREWFES | 75.00 | .00 | | WF0808 | |
| Total 35.502.01.205 POSTAGE: | | | | 75.00 | .00 | | | |
| **35.502.01.210 TELEPHONE** | | | | | | | | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 236.34 | .00 | | WF0808 | |
| Total 35.502.01.210 TELEPHONE: | | | | 236.34 | .00 | | | |
| **35.502.16.219 UTILITY - ELECTRIC** | | | | | | | | |
| COMMONWEALTH EDISON CO | 8668740009 6/2022 | 0 | TENNIS CRTS; 6/3-7/5/22 | 303.04 | .00 | | WF0808 | |
| COMMONWEALTH EDISON CO | 9006778006 6/2022 | 0 | LIONS FIELD; 6/6-7/6/22 | 110.28 | .00 | | WF0808 | |
| Total 35.502.16.219 UTILITY - ELECTRIC: | | | | 413.32 | .00 | | | |
| **35.502.16.315 BUILDING MAINT SUPPLIES** | | | | | | | | |
| ACE HARDWARE, LOMBARD | 248321 | 0 | ICC-CAULK | 15.98 | .00 | | WF0808 | |
| Total 35.502.16.315 BUILDING MAINT SUPPLIES: | | | | 15.98 | .00 | | | |
| Total GENERAL: | | | | 740.64 | .00 | | | |
| Total RECREATION FUND: | | | | 740.64 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **36.502.01.210 TELEPHONE** | | | | | | | | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 196.95 | .00 | | WF0808 | |
| Total 36.502.01.210 TELEPHONE: | | | | 196.95 | .00 | | | |
| **36.502.01.219 UTILITY - ELECTRIC** | | | | | | | | |
| COMMONWEALTH EDISON CO | 0603100125 6/2022 | 0 | TWIN LAKES; 6/24-7/26/22 | 44.41 | .00 | | WF0808 | |
| COMMONWEALTH EDISON CO | 9006795007 6/2022 | 0 | ROTARY PARK; 6/6-7/6/22 | 33.10 | .00 | | WF0808 | |
| Total 36.502.01.219 UTILITY - ELECTRIC: | | | | 77.51 | .00 | | | |
| **36.502.01.299 OTHER CONTRACTUAL SERVICES** | | | | | | | | |
| SIR SPEEDY PRINT SIGNS MARKETIN | 84068 | 0 | BUSINESS CARDS - YC | 75.00 | .00 | | WF0808 | |
| Total 36.502.01.299 OTHER CONTRACTUAL SERVICES: | | | | 75.00 | .00 | | | |
| **36.502.02.210 TELEPHONE** | | | | | | | | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 5.56 | .00 | | WF0808 | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 100.05 | .00 | | WF0808 | |
| Total 36.502.02.210 TELEPHONE: | | | | 105.61 | .00 | | | |
| **36.502.02.299 OTHER CONTRACTUAL SERVICES** | | | | | | | | |
| ROMANO LANDSCAPE | 41505 | 0 | MTHLY LAWN MAINT. NORTH AVE | 1,400.00 | .00 | | WF0808 | |
| Total 36.502.02.299 OTHER CONTRACTUAL SERVICES: | | | | 1,400.00 | .00 | | | |
| **36.502.02.304 GROUNDS SUPPLIES** | | | | | | | | |
| ACE HARDWARE, LOMBARD | 247723 | 0 | PKS - HOSES, SPRNKLR | 109.94 | .00 | | WF0808 | |
| ACE HARDWARE, LOMBARD | 247729 | 0 | PKS- HOSE NOZZLE | 13.99 | .00 | | WF0808 | |
| ACE HARDWARE, LOMBARD | 247839 | 0 | PKS -WATERING CAN | 17.99 | .00 | | WF0808 | |
| ACE HARDWARE, LOMBARD | 247928 | 0 | BLOOM BOOSTER 4LB | 15.99 | .00 | | WF0808 | |
| ACE HARDWARE, LOMBARD | 248157 | 0 | PKS- HOSE SHUTOFF | 9.59 | .00 | | WF0808 | |
| ACE HARDWARE, LOMBARD | 248199 | 0 | NOZZLE SELECT SPRAY | 12.99 | .00 | | WF0808 | |
| ACE HARDWARE, LOMBARD | 7105307 | 0 | PKS-SPIKE FERT TREE | 13.99 | .00 | | WF0808 | |
| Total 36.502.02.304 GROUNDS SUPPLIES: | | | | 194.48 | .00 | | | |
| **36.502.02.305 TURF SUPPLIES** | | | | | | | | |
| ACE HARDWARE, LOMBARD | 248417 | 0 | PLANT FOOD 4LB | 14.99 | .00 | | WF0808 | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| Total 36.502.02.305 TURF SUPPLIES: | | | | 14.99 | .00 | | | |
| **36.502.02.319 ATHLETIC FIELD MATERIALS** | | | | | | | | |
| ACE HARDWARE, LOMBARD | 247051 | 0 | BASEBALL FIELD TOP SOIL 40# X3 | 7.47 | .00 | | WF0808 | |
| Total 36.502.02.319 ATHLETIC FIELD MATERIALS: | | | | 7.47 | .00 | | | |
| **36.502.02.325 GENERAL EQUIPMENT PARTS** | | | | | | | | |
| ACE HARDWARE, LOMBARD | 247841 | 0 | PKS- HOSE FLEXOGEN X 3 | 123.95 | .00 | | WF0808 | |
| SHOREWOOD HOME & AUTO INC | 03-321659 | 0 | JDC-COTTER PIN, WASHER, BUSHING, PIN | 128.26 | .00 | | WF0808 | |
| Total 36.502.02.325 GENERAL EQUIPMENT PARTS: | | | | 252.21 | .00 | | | |
| Total GENERAL: | | | | 2,324.22 | .00 | | | |
| Total PARKS FUND: | | | | 2,324.22 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **41.502.01.219 UTILITY - ELECTRIC** | | | | | | | | |
| COMMONWEALTH EDISON CO | 7748424005 6/2022 | 0 | JEFF POOL; 6/7-7/7/22 | 1,533.64 | .00 | | WF0808 | |
| Total 41.502.01.219 UTILITY - ELECTRIC: | | | | 1,533.64 | .00 | | | |
| **41.502.02.299 OTHER CONTRACTUAL SERVICES** | | | | | | | | |
| KODIAK CONTRACTORS | 08.14.22 | 0 | PATROL APPRECIATION 081422 | 400.00 | .00 | | WF0808 | |
| Total 41.502.02.299 OTHER CONTRACTUAL SERVICES: | | | | 400.00 | .00 | | | |
| **41.502.03.315 BUILDING MAINT SUPPLIES** | | | | | | | | |
| PORTER PIPE AND SUPPLY | 12407219 | 0 | POOL PARTS- MAXITROL REGULATOR | 175.38 | .00 | | WF0808 | |
| Total 41.502.03.315 BUILDING MAINT SUPPLIES: | | | | 175.38 | .00 | | | |
| Total GENERAL: | | | | 2,109.02 | .00 | | | |
| Total SWIMMING POOL FUND: | | | | 2,109.02 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **60.502.02.299 OTHER CONTRACTUAL SERVICES** | | | | | | | | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 38.23 | .00 | | WF0808 | |
| Total 60.502.02.299 OTHER CONTRACTUAL SERVICES: | | | | 38.23 | .00 | | | |
| Total GENERAL: | | | | 38.23 | .00 | | | |
| Total STREET IMPROVEMENT FUND: | | | | 38.23 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **66.502.02.299 OTHER CONTRACTUAL SERVICES** | | | | | | | | |
| WILLIAMS ARCHITECTS | 21107 | 35011 | JUNE 2022 PRE-DESIGN LIONS REC CENTE | 11,926.14 | .00 | | WF0808 | |
| Total 66.502.02.299 OTHER CONTRACTUAL SERVICES: | | | | 11,926.14 | .00 | | | |
| Total GENERAL: | | | | 11,926.14 | .00 | | | |
| Total LAND & BUILDINGS FUND: | | | | 11,926.14 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **82.502.01.210 TELEPHONE** | | | | | | | | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 114.69 | .00 | | WF0808 | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 78.78 | .00 | | WF0808 | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 2.70 | .00 | | WF0808 | |
| Total 82.502.01.210 TELEPHONE: | | | | 196.17 | .00 | | | |
| **82.502.01.299 OTHER CONTRACTUAL SERVICES** | | | | | | | | |
| DUPAGE COUNTY RECORDER | 40442998&4042995 | 0 | W,S,G LIENS & RELEASES | 145.00 | .00 | | WF0808 | |
| Total 82.502.01.299 OTHER CONTRACTUAL SERVICES: | | | | 145.00 | .00 | | | |
| **82.502.01.399 OTHER SUPPLIES** | | | | | | | | |
| CLIFFORD-WALD COMPANY | IN00128022 | 0 | PLOTTER INK CARTRIDGE | 138.99 | .00 | | WF0808 | |
| Total 82.502.01.399 OTHER SUPPLIES: | | | | 138.99 | .00 | | | |
| **82.502.02.219 UTILITY - ELECTRIC** | | | | | | | | |
| COMMONWEALTH EDISON CO | 0005158074 6/2022 | 0 | 520 N PRINCETON; 6/8-7/8/22 | 59.91 | .00 | | WF0808 | |
| COMMONWEALTH EDISON CO | 0233060038 6/2022 | 0 | CENTRAL PUMPING STN; 6/8-7/8/22 | 182.44 | .00 | | WF0808 | |
| COMMONWEALTH EDISON CO | 6152211004 6/2022 | 0 | WTR/SWR; 6/6-7/6/22 | 85.15 | .00 | | WF0808 | |
| COMMONWEALTH EDISON CO | 6667072019 6/2022 | 0 | WELL #2; 6/6-7/6/22 | 382.07 | .00 | | WF0808 | |
| Total 82.502.02.219 UTILITY - ELECTRIC: | | | | 709.57 | .00 | | | |
| **82.502.02.292 ENGINEERING SERVICES** | | | | | | | | |
| STANLEY CONSULTANTS INC | 0235170 | 0 | SCADA STUDY UPDATE TO 2016 STUDY | 1,823.00 | .00 | | WF0808 | |
| Total 82.502.02.292 ENGINEERING SERVICES: | | | | 1,823.00 | .00 | | | |
| **82.502.02.293 LABORATORY TESTING** | | | | | | | | |
| PACE ANALYTICAL SERVICES LLC | I9519755 | 0 | DBP QUARTERLY SAMPLES | 440.10 | .00 | | WF0808 | |
| Total 82.502.02.293 LABORATORY TESTING: | | | | 440.10 | .00 | | | |
| Total GENERAL: | | | | 3,452.83 | .00 | | | |
| Total WATER SUPPLY FUND: | | | | 3,452.83 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **83.502.01.210 TELEPHONE** | | | | | | | | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 76.46 | .00 | | WF0808 | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 5.56 | .00 | | WF0808 | |
| VERIZON WIRELESS PW | 9909822052 | 0 | WIRELESS SERVICE FROM 05/27/22 TO 06/2 | 78.78 | .00 | | WF0808 | |
| Total 83.502.01.210 TELEPHONE: | | | | 160.80 | .00 | | | |
| **83.502.02.219 UTILITY - ELECTRIC** | | | | | | | | |
| COMMONWEALTH EDISON CO | 0007134036 6/2022 | 0 | WESTLANDS LIFT STN; 6/8-7/8/22 | 31.54 | .00 | | WF0808 | |
| COMMONWEALTH EDISON CO | 0045126092 6/2022 | 0 | NORTH & YALE; 6/24-7/26/22 | 103.82 | .00 | | WF0808 | |
| COMMONWEALTH EDISON CO | 0051086116 6/2022 | 0 | 900 N VILLA; 6/24-7/26/22 | 248.13 | .00 | | WF0808 | |
| COMMONWEALTH EDISON CO | 0063015145 6/2022 | 0 | S VILLA LIFT STN; 6/10-7/8/22 | 431.65 | .00 | | WF0808 | |
| COMMONWEALTH EDISON CO | 0375103058 6/2022 | 0 | RT 83 LIFT STN; 6/8-7/8/22 | 37.62 | .00 | | WF0808 | |
| COMMONWEALTH EDISON CO | 0474090018 6/2022 | 0 | YALE/RIDGE LIFT STN; 6/8-7/8/22 | 98.12 | .00 | | WF0808 | |
| Total 83.502.02.219 UTILITY - ELECTRIC: | | | | 950.88 | .00 | | | |
| **83.502.02.221 LOMBARD SEWER SERVICE** | | | | | | | | |
| LOMBARD, VILLAGE OF | 12/15/21-6/15/22 | 0 | SEWER FEES; 12/15-6/15/22 | 1,484.13 | .00 | | WF0808 | |
| Total 83.502.02.221 LOMBARD SEWER SERVICE: | | | | 1,484.13 | .00 | | | |
| **83.502.02.292 ENGINEERING SERVICES** | | | | | | | | |
| STANLEY CONSULTANTS INC | 0235170 | 0 | SCADA STUDY UPDATE TO 2016 STUDY | 1,823.00 | .00 | | WF0808 | |
| Total 83.502.02.292 ENGINEERING SERVICES: | | | | 1,823.00 | .00 | | | |
| Total GENERAL: | | | | 4,418.81 | .00 | | | |
| Total WASTEWATER FUND: | | | | 4,418.81 | .00 | | | |
| Grand Totals: | | | | 205,006.64 | .00 | | | |

| | Amount Paid |
|---|---|
| **CORPORATE FUND** | |
| Total CORPORATE FUND: | 178,811.75 |
| **TIF 6 FUND-NO ARDMORE/VERMONT** | |
| Total TIF 6 FUND-NO ARDMORE/VERMONT: | 750.00 |
| **TIF 5 FUND - KENILWORTH** | |
| Total TIF 5 FUND - KENILWORTH: | 435.00 |
| **RECREATION FUND** | |
| Total RECREATION FUND: | 740.64 |
| **PARKS FUND** | |
| Total PARKS FUND: | 2,324.22 |
| **SWIMMING POOL FUND** | |
| Total SWIMMING POOL FUND: | 2,109.02 |
| **STREET IMPROVEMENT FUND** | |
| Total STREET IMPROVEMENT FUND: | 38.23 |
| **LAND & BUILDINGS FUND** | |
| Total LAND & BUILDINGS FUND: | 11,926.14 |
| **WATER SUPPLY FUND** | |
| Total WATER SUPPLY FUND: | 3,452.83 |
| **WASTEWATER FUND** | |
| Total WASTEWATER FUND: | 4,418.81 |
| Grand Totals: | 205,006.64 |

Amount Paid

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

DATE 8/3/22 APPROVED BY

8/3/22

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF0808"

# VILLAGE OF VILLA PARK

## List of Bills Presented to the Board of Trustees

## at its Meeting on August 22, 2022

Covering weekly check runs dated for:

August 15, 2022/CY22 ..... $744,760.06

*1 of 1*

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0815"
Invoice Detail.Type = {<>} "Adjustment"

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.210508 ESCROW: P. W. PROJECTS** | | | | | | | | |
| FIRST ALERT DEVELOPMENT | 08032022 | 0 | BOND REFUND; PRUU202200223 | 1,200.00 | .00 | | WF0815 | |
| Total 10.210508 ESCROW: P. W. PROJECTS: | | | | 1,200.00 | .00 | | | |
| **10.231145 P&Z DEPOSIT: MISCELLANEOUS** | | | | | | | | |
| DOERING, LINDA | 2221 | 0 | MINUTES PZ-22-005 | 1,777.00 | .00 | | WF0815 | |
| Total 10.231145 P&Z DEPOSIT: MISCELLANEOUS: | | | | 1,777.00 | .00 | | | |
| Total : | | | | 2,977.00 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.511.00.212 LEGAL SERVICES-POLICE** | | | | | | | | |
| DOERING, LINDA | 2222 | 0 | COURT REPORTER HEARING COURT JULY | 550.00 | .00 | | WF0815 | |
| Total 10.511.00.212 LEGAL SERVICES-POLICE: | | | | 550.00 | .00 | | | |
| Total PUBLIC AFFAIRS: | | | | 550.00 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.513.00.299 OTHER CONTRACTUAL SERVICES** | | | | | | | | |
| AMERICAN PRINTING TECHNOLOGIE | 22-VP07 | 0 | PRODUCTION SVCS UTIL BILL RUN#7 2022 | 625.05 | .00 | | WF0815 | |
| Total 10.513.00.299 OTHER CONTRACTUAL SERVICES: | | | | 625.05 | .00 | | | |
| Total FINANCE: | | | | 625.05 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.514.00.270 MAINT OF OFFICE EQUIPMENT** | | | | | | | | |
| KONICA MINOLTA PREMIER FINANCE | 478457138 | 0 | LEASE CHARGES JULY 2022 | 80.00 | .00 | | WF0815 | |
| Total 10.514.00.270 MAINT OF OFFICE EQUIPMENT: | | | | 80.00 | .00 | | | |
| **10.514.00.289 INSPECTORS FEES** | | | | | | | | |
| CHADA, MICHAEL | June-July 2022 | 0 | PLUMBING INSPECTIONS | 360.00 | .00 | | WF0815 | |
| ELEVATOR INSPECTION SVC CO INC | 106235 | 0 | ELEVATOR INSPECTIONS | 1,312.00 | .00 | | WF0815 | |
| Total 10.514.00.289 INSPECTORS FEES: | | | | 1,672.00 | .00 | | | |
| **10.514.00.299 OTHER CONTRACTUAL SERVICES** | | | | | | | | |
| DUPAGE COUNTY RECORDER | 40443004 | 0 | 5 PROPERTY MAINTENANCE LIENS | 55.00 | .00 | | WF0815 | |
| MILLER, SCOTT | 1707 | 0 | BOARD UP OF 1047 RTE 83 | 305.00 | .00 | | WF0815 | |
| Total 10.514.00.299 OTHER CONTRACTUAL SERVICES: | | | | 360.00 | .00 | | | |
| Total COMMUNITY DEVELOPMENT: | | | | 2,112.00 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.515.00.270 MAINT OF OFFICE EQUIPMENT** | | | | | | | | |
| GORDON FLESCH CO., INC | IN13847033 | 0 | COPIER USAGE 5/6-8/4/22 | 982.90 | .00 | | WF0815 | |
| Total 10.515.00.270 MAINT OF OFFICE EQUIPMENT: | | | | 982.90 | .00 | | | |
| **10.515.00.317 OFFICE SUPPLIES** | | | | | | | | |
| RUNCO OFFICE SUPPLY | 875937-0 | 0 | CLEAR FRAMES/ WHITE OUT | 25.87 | .00 | | WF0815 | |
| RUNCO OFFICE SUPPLY | 876190-0 | 0 | POST IT NOTES | 9.96 | .00 | | WF0815 | |
| Total 10.515.00.317 OFFICE SUPPLIES: | | | | 35.83 | .00 | | | |
| Total CENTRAL SERVICES: | | | | 1,018.73 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.516.00.299 OTHER CONTRACTUAL SERVICES** | | | | | | | | |
| ALLIED GARAGE DOOR INC | 196423 | 0 | 20 W HOME N.E OHD OPERATOR REPLACE | 2,418.20 | .00 | | WF0815 | |
| Total 10.516.00.299 OTHER CONTRACTUAL SERVICES: | | | | 2,418.20 | .00 | | | |
| Total BUILDINGS & GROUNDS: | | | | 2,418.20 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.518.00.215 SHOP SERVICES** | | | | | | | | |
| CINTAS CORPORATION #344 | 4127436993 | 0 | MATS, UNIFORMS, TOWELS | 57.30 | .00 | | WF0815 | |
| Total 10.518.00.215 SHOP SERVICES: | | | | 57.30 | .00 | | | |
| **10.518.00.310 MOTOR VEHICLE PARTS & ACCESS** | | | | | | | | |
| WENTWORTH TIRE SERVICE | 40060178 | 0 | PW#17 PUNCTURE REPAIR/ROAD SERVICE | 458.48 | .00 | | WF0815 | |
| Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS: | | | | 458.48 | .00 | | | |
| Total GARAGE: | | | | 515.78 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.520.01.202 TRAINING & CONFERENCES** | | | | | | | | |
| ILLINOIS HOMICIDE | 2022A056 | 0 | ILHIA TRING& CONF-DETS. BLAKE,BANASZE | 1,500.00 | .00 | | WF0815 | |
| Total 10.520.01.202 TRAINING & CONFERENCES: | | | | 1,500.00 | .00 | | | |
| **10.520.01.210 TELEPHONE** | | | | | | | | |
| VERIZON WIRELESS | 9911528950 | 0 | CELL PHONES SQUAD & IPAD DATA PACKS | 756.32 | .00 | | WF0815 | |
| Total 10.520.01.210 TELEPHONE: | | | | 756.32 | .00 | | | |
| **10.520.09.301 UNIFORMS** | | | | | | | | |
| JG UNIFORMS INC | 101912 | 0 | BODY ARMOR FOR A. BUCUR (CSO) | 880.00 | .00 | | WF0815 | |
| Total 10.520.09.301 UNIFORMS: | | | | 880.00 | .00 | | | |
| **10.520.09.399 OTHER SUPPLIES** | | | | | | | | |
| POSITIVE IMPRESSIONS | PPJ-5990 | 0 | VPPD PENS/GIVEAWAYS-NATIL NITE OUT E | 615.00 | .00 | | WF0815 | |
| POSITIVE IMPRESSIONS | PPJ-5991 | 0 | VPPD BADGE CUPS/GIVEAWAYS-NAT'L NITE | 442.50 | .00 | | WF0815 | |
| Total 10.520.09.399 OTHER SUPPLIES: | | | | 1,057.50 | .00 | | | |
| Total POLICE: | | | | 4,193.82 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.521.01.303 DUES & PUBLICATIONS** | | | | | | | | |
| O'HERRON CO INC, RAY | 2209685 | 0 | RUIZ- POLO SHIRTS | 124.00 | .00 | | WF0815 | |
| Total 10.521.01.303 DUES & PUBLICATIONS: | | | | 124.00 | .00 | | | |
| **10.521.01.315 BUILDING MAINT SUPPLIES** | | | | | | | | |
| STATE INDUSTRIAL PRODUCTS | 902542388 | 0 | DRAIN MAINT. PROG. | 154.97 | .00 | | WF0815 | |
| Total 10.521.01.315 BUILDING MAINT SUPPLIES: | | | | 154.97 | .00 | | | |
| Total FIRE: | | | | 278.97 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.523.02.399 OTHER SUPPLIES** | | | | | | | | |
| STRYKER SALES CORPORATION | 3835527 | 0 | LPCR REPLACEMENT KIT,BATTERY | 227.80 | .00 | | WF0815 | |
| Total 10.523.02.399 OTHER SUPPLIES: | | | | 227.80 | .00 | | | |
| Total AMBULANCE/PARAMEDIC: | | | | 227.80 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **10.525.27.342 ASPHALT MIX** | | | | | | | | |
| DUPAGE MATERIALS COMPANY, LLC. | 18970 | 0 | HMA SC N50 | 451.20 | .00 | | WF0815 | |
| DUPAGE MATERIALS COMPANY, LLC. | 18994 | 0 | HMA SC N50 | 823.68 | .00 | | WF0815 | |
| DUPAGE MATERIALS COMPANY, LLC. | 19014 | 0 | HMA SC N50 | 442.88 | .00 | | WF0815 | |
| DUPAGE MATERIALS COMPANY, LLC. | 19039 | 0 | HMA SC N50 | 306.56 | .00 | | WF0815 | |
| DUPAGE MATERIALS COMPANY, LLC. | 19065 | 0 | HMA SC N50 | 681.66 | .00 | | WF0815 | |
| Total 10.525.27.342 ASPHALT MIX: | | | | 2,705.98 | .00 | | | |
| Total STREET: | | | | 2,705.98 | .00 | | | |
| Total CORPORATE FUND: | | | | 17,623.33 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **35.210508 ESCROW: REC RENTAL DEPOSITS** | | | | | | | | |
| LOCOCO, LAURIE | 8601 | 0 | RENTAL DEPOSIT REFUND FOR 7/30/2022 | 150.00 | .00 | | WF0815 | |
| Total 35.210508 ESCROW: REC RENTAL DEPOSITS: | | | | 150.00 | .00 | | | |
| Total : | | | | 150.00 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **35.502.01.205 POSTAGE** | | | | | | | | |
| POSTMASTER | AUG 2022 GOLDEN TIME | 0 | SNR NEWSLETTER POSTAGE | 350.00 | .00 | | WF0815 | |
| Total 35.502.01.205 POSTAGE: | | | | 350.00 | .00 | | | |
| **35.502.01.295 SUMMERFEST** | | | | | | | | |
| VILLA PARK CHAMBER OF COMMERC | SUMMERFEST EUCLID B | 0 | BEER COST FOR SUMMERFEST 2022 | 5,635.60 | .00 | | WF0815 | |
| Total 35.502.01.295 SUMMERFEST: | | | | 5,635.60 | .00 | | | |
| **35.502.35.204 TRANSPORTATION** | | | | | | | | |
| FIRST STUDENT INC. | 9393485 | 0 | 071322 CAMP FT TO SANTA'S VILLAGE | 455.00 | .00 | | WF0815 | |
| Total 35.502.35.204 TRANSPORTATION: | | | | 455.00 | .00 | | | |
| **35.502.35.281 RENTAL OF EQUIPMENT** | | | | | | | | |
| LRS HOLDINGS LLC | PS470549 | 0 | GAZEBO PORTABLE TOILET | 300.00 | .00 | | WF0815 | |
| LRS HOLDINGS LLC | PS470550 | 0 | HARVARD TOT PORTABLE TOILET | 300.00 | .00 | | WF0815 | |
| Total 35.502.35.281 RENTAL OF EQUIPMENT: | | | | 600.00 | .00 | | | |
| **35.502.35.299 OTHER CONTRACTUAL SERVICES** | | | | | | | | |
| CALIPARI, ROCCO | 08.25.22 | 0 | 08.25.22 AUGUST CONCERTS BAND | 1,200.00 | .00 | | WF0815 | |
| CHESS SCHOLARS | 3004357 | 0 | YTH CAMP CHESS PROGRAM | 178.00 | .00 | | WF0815 | |
| LABOUNTY, KIMBERLY | VPPR1010 | 0 | CY22 SUMMER CONTRACTUAL YOGA INSTR | 634.50 | .00 | | WF0815 | |
| LRS HOLDINGS LLC | PS472430 | 0 | CORTESI JUNE 2022 PORTABLE RESTROO | 1,800.00 | .00 | | WF0815 | |
| ROCK 'N' KIDS INC | VPSUII22 | 0 | SUMMER CONTRACTED PROGRAM | 102.00 | .00 | | WF0815 | |
| Total 35.502.35.299 OTHER CONTRACTUAL SERVICES: | | | | 3,914.50 | .00 | | | |
| **35.502.35.311 PROGRAM SUPPLIES** | | | | | | | | |
| GOLD MEDAL CHICAGO ML30 | 392482 | 0 | ICE CREAM- SUMMER CONCERTS | 447.11 | .00 | | WF0815 | |
| Total 35.502.35.311 PROGRAM SUPPLIES: | | | | 447.11 | .00 | | | |
| **35.502.36.297 OFFICIATING SERVICES** | | | | | | | | |
| PANEK, BRIAN | 08.03.22 | 0 | SPRING MEN'S SOFTBALL UMPIRE SVC | 369.00 | .00 | | WF0815 | |
| Total 35.502.36.297 OFFICIATING SERVICES: | | | | 369.00 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| Total GENERAL: | | | | 11,771.21 | .00 | | | |
| Total RECREATION FUND: | | | | 11,921.21 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **36.502.02.299 OTHER CONTRACTUAL SERVICES** | | | | | | | | |
| SOLITUDE LAKE MANAGEMENT LLC | PI-A00814115-JULY | 0 | JULY N. TERRACE LAKE & POND MGT SVCS | 278.00 | .00 | | WF0815 | |
| Total 36.502.02.299 OTHER CONTRACTUAL SERVICES: | | | | 278.00 | .00 | | | |
| **36.502.02.305 TURF SUPPLIES** | | | | | | | | |
| ACE HARDWARE, LOMBARD | 248789 | 0 | PLANT FOOD 4LB | 14.99 | .00 | | WF0815 | |
| Total 36.502.02.305 TURF SUPPLIES: | | | | 14.99 | .00 | | | |
| **36.502.02.399 OTHER SUPPLIES** | | | | | | | | |
| TERRACE SUPPLY COMPANY | 1039431 | 0 | PARKS TOOL RENTAL | 26.66 | .00 | | WF0815 | |
| TERRACE SUPPLY COMPANY | 1039432 | 0 | PARKS TOOL RENTAL | 20.46 | .00 | | WF0815 | |
| Total 36.502.02.399 OTHER SUPPLIES: | | | | 47.12 | .00 | | | |
| Total GENERAL: | | | | 340.11 | .00 | | | |
| Total PARKS FUND: | | | | 340.11 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **41.502.03.302 CHEMICALS** | | | | | | | | |
| AQUA PURE ENTERPRISES INC | 141678-IN | 0 | POOL-CALCIUM TABS | 3,820.03 | .00 | | WF0815 | |
| Total 41.502.03.302 CHEMICALS: | | | | 3,820.03 | .00 | | | |
| Total GENERAL: | | | | 3,820.03 | .00 | | | |
| Total SWIMMING POOL FUND: | | | | 3,820.03 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **60.502.03.299 OTHER CONTRACTUAL SERVICES** | | | | | | | | |
| A LAMP CONCRETE CONTRACTORS I | Maple PE #07 - A Lamp #1 | 0 | MAPLE AREA INPROVEMENT PROJECT | 586,125.18 | .00 | | WF0815 | |
| Total 60.502.03.299 OTHER CONTRACTUAL SERVICES: | | | | 586,125.18 | .00 | | | |
| **60.502.10.292 ENGINEERING SERVICES** | | | | | | | | |
| EDWIN HANCOCK ENGINEERING CO | 22-0650 | 0 | MAPLE AREA IMPROVEMENT PROJECT | 34,854.50 | .00 | | WF0815 | |
| Total 60.502.10.292 ENGINEERING SERVICES: | | | | 34,854.50 | .00 | | | |
| Total GENERAL: | | | | 620,979.68 | .00 | | | |
| Total STREET IMPROVEMENT FUND: | | | | 620,979.68 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **66.502.02.292 ENGINEERING SERVICES** | | | | | | | | |
| V3 COMPANIES OF ILLINOIS | 622240 | 0 | TOPOGRAPHIC SURVEY FOR LIONS PARK C | 9,750.00 | .00 | | WF0815 | |
| Total 66.502.02.292 ENGINEERING SERVICES: | | | | 9,750.00 | .00 | | | |
| Total GENERAL: | | | | 9,750.00 | .00 | | | |
| Total LAND & BUILDINGS FUND: | | | | 9,750.00 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **82.502.01.210 TELEPHONE** | | | | | | | | |
| JESSEN, DENNIS | 072022 | 0 | PERS DEVICE PHONE REIMB; JULY 2022 | 24.99 | .00 | | WF0815 | |
| JESSEN, DENNIS | 072022 | 0 | USAGE REIMBURSEMENT; JULY 2022 | 24.99 | .00 | | WF0815 | |
| VENCHUS, THOMAS | 072022 | 0 | PERS DEVICE PHONE REIMB; JULY 2022 | 24.99 | .00 | | WF0815 | |
| VENCHUS, THOMAS | 072022 | 0 | USAGE REIMBURSEMENT; JULY 2022 | 24.99 | .00 | | WF0815 | |
| Total 82.502.01.210 TELEPHONE: | | | | 99.96 | .00 | | | |
| **82.502.01.270 MAINT OF OFFICE EQUIPMENT** | | | | | | | | |
| GORDON FLESCH CO., INC | IN13847033 | 0 | COPIER USAGE 5/6-8/4/22 | 32.79 | .00 | | WF0815 | |
| Total 82.502.01.270 MAINT OF OFFICE EQUIPMENT: | | | | 32.79 | .00 | | | |
| **82.502.02.293 LABORATORY TESTING** | | | | | | | | |
| ETP LABS INC | 22-136064 | 0 | ROUTINE MONTHLY WATER SAMPLES | 336.00 | .00 | | WF0815 | |
| Total 82.502.02.293 LABORATORY TESTING: | | | | 336.00 | .00 | | | |
| **82.502.02.399 OTHER SUPPLIES** | | | | | | | | |
| RUSSO'S POWER EQUIPMENT INC | SPI11194955 | 0 | DIAMOND SAW BLADE | 188.10 | .00 | | WF0815 | |
| Total 82.502.02.399 OTHER SUPPLIES: | | | | 188.10 | .00 | | | |
| **82.502.02.401 CAPITAL OUTLAY** | | | | | | | | |
| A LAMP CONCRETE CONTRACTORS I | Maple PE #07 - A Lamp #1 | 0 | MAPLE AREA INPROVEMENT PROJECT | 51,919.83 | .00 | | WF0815 | |
| Total 82.502.02.401 CAPITAL OUTLAY: | | | | 51,919.83 | .00 | | | |
| Total GENERAL: | | | | 52,576.68 | .00 | | | |
| Total WATER SUPPLY FUND: | | | | 52,576.68 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|
| **83.502.01.271 MAINT OF RADIO EQUIPMENT** | | | | | | | | |
| GORDON FLESCH CO., INC | IN13847033 | 0 | COPIER USAGE 5/6-8/4/22 | 32.79 | .00 | | WF0815 | |
| Total 83.502.01.271 MAINT OF RADIO EQUIPMENT: | | | | 32.79 | .00 | | | |
| **83.502.02.273 MAINT OF CONTROLS** | | | | | | | | |
| FLOW TECHNICS | 9643 | 0 | MODULE FOR RT 83 LIFT STATION | 333.80 | .00 | | WF0815 | |
| Total 83.502.02.273 MAINT OF CONTROLS: | | | | 333.80 | .00 | | | |
| **83.502.02.292 ENGINEERING SERVICES** | | | | | | | | |
| RJN GROUP INC | 382701 | 0 | 2022 SANITARY SEWER MASTER PLAN UPD | 25,227.50 | .00 | | WF0815 | |
| Total 83.502.02.292 ENGINEERING SERVICES: | | | | 25,227.50 | .00 | | | |
| **83.502.02.293 LABORATORY TESTING** | | | | | | | | |
| ETP LABS INC | 22-52691 | 0 | WWFTF SAMPLES | 590.00 | .00 | | WF0815 | |
| Total 83.502.02.293 LABORATORY TESTING: | | | | 590.00 | .00 | | | |
| **83.502.02.299 OTHER CONTRACTUAL SERVICES** | | | | | | | | |
| TRI-R SYSTEMS INC | 005523 | 0 | REWIRE CONTROL FOR SSO PUMPS @ WW | 465.00 | .00 | | WF0815 | |
| Total 83.502.02.299 OTHER CONTRACTUAL SERVICES: | | | | 465.00 | .00 | | | |
| **83.502.02.399 OTHER SUPPLIES** | | | | | | | | |
| BRISTOL COMPANIES | 3486668 | 0 | REPAIR FLUSHER HOSE | 99.93 | .00 | | WF0815 | |
| Total 83.502.02.399 OTHER SUPPLIES: | | | | 99.93 | .00 | | | |
| **83.502.02.401 CAPITAL OUTLAY** | | | | | | | | |
| FECARATTA, LORI | 08042022 | 0 | ROW SEWER REPAIR REIMBURSEMENT; 30 | 1,000.00 | .00 | | WF0815 | |
| Total 83.502.02.401 CAPITAL OUTLAY: | | | | 1,000.00 | .00 | | | |
| Total GENERAL: | | | | 27,749.02 | .00 | | | |
| Total WASTEWATER FUND: | | | | 27,749.02 | .00 | | | |
| Grand Totals: | | | | 744,760.06 | .00 | | | |

| Vendor Name | Invoice Number | Activity | Description | Invoice Amt | Amount Paid | Date Paid | Batch | Voided |
|---|---|---|---|---|---|---|---|---|

| | Amount Paid |
|---|---|
| **CORPORATE FUND** | |
| Total CORPORATE FUND: | 17,623.33 |
| **RECREATION FUND** | |
| Total RECREATION FUND: | 11,921.21 |
| **PARKS FUND** | |
| Total PARKS FUND: | 340.11 |
| **SWIMMING POOL FUND** | |
| Total SWIMMING POOL FUND: | 3,820.03 |
| **STREET IMPROVEMENT FUND** | |
| Total STREET IMPROVEMENT FUND: | 620,979.68 |
| **LAND & BUILDINGS FUND** | |
| Total LAND & BUILDINGS FUND: | 9,750.00 |
| **WATER SUPPLY FUND** | |
| Total WATER SUPPLY FUND: | 52,576.68 |
| **WASTEWATER FUND** | |
| Total WASTEWATER FUND: | 27,749.02 |
| Grand Totals: | 744,760.06 |

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

DATE 8/11/22 APPROVED BY

Amount Paid

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF0815"

# Village Board of Trustees Agenda Item Report

**Meeting Date:** August 22, 2022
**Submitted by:** Suzanne McVey
**Submitting Department:** Village Manager's Office
**Item Type:** Ordinances
**Agenda Section:** First Reading on Ordinances to be Codified

---

**Subject:**
An Ordinance of the Village of Villa Park, DuPage County, Illinois, to Increase the Maximum Number of Licenses Permitted Under Class EE Liquor License.

**Suggested Action:**
The current business May's Lounge located at 100 E Roosevelt Road, Suite 5, is being sold to Zachary and Amanda Heidner. May's Lounge current operates a Class EE license authorizing the sale at retail in restaurants of beer and wine only to patrons seated at tables on the premise. The current EE license would be surrendered upon the sale of the business to Mr. and Mrs. Heidner. The Liquor Commission has approved the issuance of this license.

**Attachments:**
Memo - May's Lounge.pdf
ORD_-_Add_Class_EE_License_-_May's Lounge Inc.docx

Memo

Date: August 18, 2022

To: President Cuzzone and Board of Trustees

Cc: Village Manager Matt Harline

From: Julie Settles

**RE: Liquor License for Zachary and Amanda Heidner – May's Lounge**

The current business May's Lounge located at 100 E. Roosevelt Road, Suite 5, is being sold to Zachary and Amanda Heidner. May's Lounge currently operates under a Class EE liquor license. Mr. and Mrs. Heidner have applied for a Class EE liquor license to sell beer and wine only to patrons seated at tables for consumption on the premises. The current EE license would be surrendered upon sale of the business to Mr. and Mrs. Heidner. Mr. and Mrs. Heidner have successfully completed the background check by the Police Department.

The Liquor Commission has approved the issuance of this license.

**Ordinance No. _____**

**An Ordinance Amending Section 3-313(a) of the Municipal Code of the Village of Villa Park To Increase the Maximum Number of Licenses Permitted under the Class EE Liquor License**

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

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

**WHEREAS,** Chapter 3 of the Municipal Code of the Village of Villa Park, as amended, provides for the issuance of a Class EE liquor license for the sale at retail in restaurants of beer and wine only to patrons at tables on the premises; and

**WHEREAS,** Zachary and Amanda Heidner ("Applicant") are prospective purchasers of the of the establishment located at 100 E. Roosevelt Rd. Suite 5, Villa Park, which currently operates as May's Lounge under a Class EE liquor license; and

**WHEREAS,** the Class EE liquor license maintained by May's Lounge shall be surrendered upon the sale of the business and shall automatically and immediately reduce the maximum number of Class EE liquor licenses by one (1), pursuant to Section 3-315(d) of the Municipal Code of the Village of Villa Park; and

**WHEREAS,** upon Applicants' purchase and acquisition of the establishment, Applicants seek to operate an establishment called May's Lounge, and has applied for a Class EE liquor license; and

**WHEREAS,** the Village President, as the Local Liquor Control Commissioner, has approved the Applicants' application for a Class EE liquor license in order to operate the establishment of May's Lounge at 100 E. Roosevelt Rd., Suite 5, Villa Park; and

**WHEREAS,** the corporate authorities of the Village of Villa Park deem it to be in the best interests of the Village and its residents to increase the maximum number of Class EE liquor licenses by one (1) in order to accommodate the Applicants license application.

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

Ordinance No: _____

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

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

| Class | Maximum Number |
|---|---|
| EE | 10 |

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

Passed this _____ day of _____, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2022.

_____
Village President

Attest:

_____
Village Clerk

Published in pamphlet form:

_____, 2022

# Village Board of Trustees Agenda Item Report

**Meeting Date:** August 22, 2022
**Submitted by:** Matt Harline
**Submitting Department:** Village Manager's Office
**Item Type:** Ordinances
**Agenda Section:** First Reading on Ordinances to be Codified

---

**Subject:**
An Ordinance Amending the Villa Park Municipal Code In Order To Establish Rules Regarding the Committee of the Whole

**Suggested Action:**
The proposed ordinance, if passed, will establish the rules under which Committee of the Whole Meetings will take place. If first reading is waived, then the first Committee of the Whole Meeting under these rules will be held Monday, September 12, 2022 at 6:00 P.M. If the Board would prefer to give have two readings of the ordinance, then a Special Meeting would have to called to keep the proposed time and agenda for a meeting on September 12.

**Attachments:**
Memo-Board Action Summary - Committee of the Whole.docx
Villa Park Ordinance Amending the Village Code - Committee of the Whole.docx

**Memo / Board Action Summary**

**Village Board Meeting Date: August 22, 2022**

**Agenda Location: First Reading on Ordinances to be Codified**

**Re:** Ordinances Amending the Villa Park Village Code In Order to Establish Rules Regarding the Committee of the Whole

**Summary:**

This Ordinance, if adopted, will codify rules associated with Committee of the Whole ("COW") meetings of the Village Board. The purpose of meeting as a COW is to allow for a less formal, sometimes more in depth, discussion of Village topics. No formal action is taken at a COW meeting, but most matters presented at the COW will be presented for formal action at subsequent meetings of the Village Board.

This Ordinance establishes that the COW will meet regularly on the second Monday of each month at 6:00 p.m., and prior to the regular meeting of the Village Board. Special meetings of the COW may be called by the Village President or upon the written request (e-mail will suffice) of two (2) Trustees to the Village President or Village Manager, submitted at least 72 hours in advance of the requested meeting.

The agenda for the COW will be prepared by the Village Manager, in consultation with the Village President. The trustees may add items for consideration at a COW meeting by voting a prior Village Board meeting to add the item. The COW meetings will be held and the associated agendas will be prepared in compliance with the Illinois Open Meetings Act. The Village President will serve as chairperson of the COW meeting and the procedures of the COW meeting will be governed by Robert's Rules of Order (Newly Revised), current edition.

**Ordinance No. _____**

**AN ORDINANCE AMENDING THE VILLA PARK MUNICIPAL CODE IN ORDER TO ESTABLISH RULES REGARDING THE COMMITTEE OF THE WHOLE**

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

**WHEREAS,** the corporate authorities of the Village of Villa Park are desirous of meeting on a regular basis as a Committee of the Whole and deem it in the best interests of the Village to amend the Villa Park Municipal Code in order to establish regulations regarding the Committee of the Whole and its meetings.

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

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

**Section 2:** That Division 1 of Article IV entitled "Corporate Authorities", of Chapter 2 entitled "Administration" of the Villa Park Municipal Code, is hereby amended by adding a new Section 2-403, to read as follows:

Sec. 2-403. Committee of the Whole:

(a) Established. There is established a seven-member standing committee of the whole composed of those persons holding the elective office of village president and village trustee.

(b) Purpose. The committee of the whole is established to create a less formal parliamentary setting to discuss village business. The committee of the whole will meet in order to discuss, but not to formally act upon, village business.

(c) Meeting place. The meeting place of the committee of the whole shall be at the Village Hall unless otherwise noticed in accordance with the Illinois Open Meetings Act.

(d) Meeting Dates. The committee of the whole shall meet at 6:00 p.m., on the second Monday of each month and prior to the regular meeting of the Village Board. Special meetings of the committee of the whole may be called by the Village President or upon the request of two (2) Trustees by written notice (e-mail notice

will suffice) to the Village President or Village Manager no later than seventy-two (72) hours in advance of such special meeting.

(e) Agenda. The agenda for the committee of the whole will be prepared by the Village Manager in consultation with the Village President. The Village board, by motion and majority vote at a prior Village Board meeting, may add an item to the agenda of an upcoming committee of the whole meeting. An agenda for each committee of the whole meeting shall be posted at Village Hall and at the location of the meeting at least forty-eight (48) hours in advance of the holding of the meeting.

(f) Chairman. The village president shall serve as chairman of the committee of the whole.

(g) Procedure. The procedures of the committee of the whole shall be governed by Robert's Rules of Order (Newly Revised), current edition. Since the purpose of the committee of the whole is to allow an opportunity to engage in more informal discussions, the rules of parliamentary practice for standing committees comprised in the latest published edition of Robert's Rules of Order (Newly Revised) shall govern the Committee of the Whole in all cases to which they are applicable, and in which they are not inconsistent with the statutes or laws of the State of Illinois.

**Section 3:** That Section 2-703 entitled "Functions," of Article VII entitled "Village Clerk", of Chapter 2 entitled "Administration" of the Villa Park Municipal Code, is hereby amended by revising paragraph (b) of said Section 2-703, to read as follows:

(b) To attend the following meetings:

(1) All regular and special meetings of the corporate authorities, including committee of the whole meetings of the corporate authorities.

(2) All executive sessions which are called during any meeting which the clerk is otherwise required to attend.

(3) All public meetings called by the corporate authorities.

(4) All meetings of the board of local improvements.

(5) Such other meetings as the corporate authorities may direct.

The clerk shall take minutes of such meetings and transcribe them and distribute and disburse them as directed by the corporate authorities prior to the next scheduled meeting of the corporate authorities.

**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 _____, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2022.

_____
Village President

Attest:

_____
Village Clerk

Published in pamphlet form:

_____, 2022

**Memo / Board Action Summary**

**Village Board Meeting Date: August 22, 2022**

**Agenda Location: Ordinances**

**Re:** Multiple Ordinances of the Village of Villa park Regarding Variations Related to the Development and Construction of an Apartment Building Located at 27 W. Park Boulevard, Villa Park

**Summary:**

In accordance with prior Village Board direction at the last meeting held on July 25, 2022, the variations associated with the Ardmore Flats property are being presented for consideration and final decision by the Village Board in six separate ordinances.

As discussed at the last Village Board meeting, Ross Builders, Inc. proposes to redevelop certain property for the purpose of redeveloping, constructing and operating a four (4) story, twenty-four (24) unit market-rate apartment building with elevator, individual storage units on each floor, with internal and external parking. A total of six (6) variations to the Village's Zoning Code are required in order to allow for the development as proposed. Hearings were held before the Village's Planning & Zoning Commission on the requested variations. The Commission voted 6 – 0 to recommend approval of four of the variance requests indicating strict application of the zoning code or unique characteristics of the site create a hardship. The Commission voted 3 – 3 on two of the variance requests with respect to parking and lot coverage, with not all of the Commissioners finding the Petitioner had sufficiently demonstrated that the variance requests for parking relief and lot coverage are due to hardship caused by conditions of the site, or practical difficulties of the zoning ordinance, and not based on financial return.

The ordinances presented are for final action by the Village with respect to each variation requested by the developer related to the subject property. The variations that failed to receive a positive recommendation from the Planning & Zoning Commission, specifically the minimum parking and lot coverage variations, require a favorable vote of two-thirds of the trustees of the municipality.

Ordinance No. __

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS, GRANTING A MINUMUM PARKING VARIATION RELATED TO THE DEVELOPMENT AND CONSTRUCTION OF AN APARTMENT BUILDING LOCATED AT 27 W. PARK BOULEVARD, VILLA PARK (Minimum Parking Requirements – Zoning Code Sec. 7.2)**

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

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

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

**WHEREAS**, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5) the President and Board of Trustees of the Village (the "Corporate Authorities") may determine and vary the regulations relating to its zoning ordinances; and,

**WHEREAS,** Section 11.5, entitled "Variations," of Article 11, entitled "Review and Approval Procedures," of the Zoning Ordinance sets forth the authority and standards of the granting of variations to the Zoning Ordinance; and

**WHEREAS**, Ross Builders, Inc. ("Petitioner") on behalf of Apex Ardmore, LLC ("Owner"), proposes to redevelop certain property for the purpose of redeveloping, constructing and operating a four (4) story, twenty-four (24) unit market-rate apartment building with elevator, individual storage units on each floor, with internal and external parking ("Project"), on the property legally described as follows:

LOTS 10, 11, 12, 13, AND 14 IN CLARKE'S DIVISION BEING A RESUBDIVISION OF LOTS 209 AND 232 OF ARDMORE, BEING A SUBDIVISION IN SECTION 9 AND 10, TOWNSHIP 39, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CLARKE'S DIVISION RECORDED JULY 9, 1923 AS DOCUMENT 167402, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 06-09-220-001, 06-09-220-002; and

Commonly known as 27 W. Park Boulevard, Villa Park, Illinois 60181 (the "Subject Property"); and

WHEREAS, the Subject Property is located within the MX-T Mixed-Use Transitional ("MX-T District"); and

WHEREAS, the Applicant submitted a Variation Application for certain variations ("Variations") for the purpose of facilitating the development of the Subject Property for the Project, as follows:

(i) Variation to Section 7.2, entitled "Minimum Parking Ratios," of Article 7, entitled "Parking," of the Zoning Ordinance to permit 33 Parking spaces, where 37 parking spaces are required (Sec. 7.2 Minimum Parking Ratios);

(ii) Variation to Subsection 7.9.2, entitled "Parking Stall Sizes and Parking Lot Geometrics," of Section 7.9, entitled "Parking Area Design," of Article 7, entitled "Parking," of the Zoning Ordinance to allow for a 20-foot parking aisle width, when a 24-foot aisle width is required;

(iii) Variation to Subsection 4.4.3.A.10, entitled "Permitted Garage Entrance Location," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a garage entrance on the side yard (Princeton Ave.), where only rear entrance is permitted;

(iv) Variation to Subsection 4.4.3.A.7, entitled "Maximum Impervious Cover Additional Semi-Pervious Cover," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for 85% of lot coverage and 2.5% semi-pervious lot coverage, where a maximum impervious coverage of 70% and an additional semi-pervious cover of 25% is allowed;

(v) Variation to Subsection 4.5.2, entitled "Build to Zone," of Section 4.5, entitled "Building Types-Measurements," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a streetscape area ranging from zero feet to 10 feet, where a minimum of 13 feet of streetscape area is required along street frontages; and

(vi) Variation to Section 9.3, entitled "Visibility Triangles," of Article 9, entitled "Site Design and Performance Standards," to allow for the elimination of a visibility triangle requirement in order to accommodate required build-to-zones.

**WHEREAS,** on June 9, 2022 and June 30, 2022, the Zoning and Planning Commission conducted a public hearing at the Villa Park Village Hall, 20 S. Ardmore Street, Villa Park, Illinois 60181, in connection with the aforesaid application, after proper notice of said hearing was duly given; and

**WHEREAS,** after taking into consideration all evidence and testimony presented at the public hearing, the Planning and Zoning Commission reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and on June 30, 2022, and voted with 6 in favor and none opposed, to recommend approval of the following variations:

(i) Variation to Subsection 7.9.2, entitled "Parking Stall Sizes and Parking Lot Geometrics," of Section 7.9, entitled "Parking Area Design," of Article 7, entitled "Parking," of the Zoning Ordinance to allow for a 20-foot parking aisle width, when a 24-foot aisle width is required;

(ii) Variation to Subsection 4.4.3.A.10, entitled "Permitted Garage Entrance Location," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a garage entrance on the side yard (Princeton Ave.), where only rear entrance is permitted;

(iii) Variation to Subsection 4.5.2, entitled "Build to Zone," of Section 4.5, entitled "Building Types-Measurements," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a streetscape area ranging from zero feet to 10 feet, where a minimum of 13 feet of streetscape area is required along street frontages; and

(iv) Variation to Section 9.3, entitled "Visibility Triangles," of Article 9, entitled "Site Design and Performance Standards," to allow for the elimination of a visibility triangle requirement in order to accommodate required build-to-zones.

WHEREAS, after taking into consideration all evidence and testimony presented at the public hearing, the Planning and Zoning Commission reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and on June 30, 2022, voted with 3 in favor and 3 opposed, thereby failing to receive a majority vote to recommend approval of the following variations:

(i) Variation to Section 7.2, entitled "Minimum Parking Ratios," of Article 7, entitled "Parking," of the Zoning Ordinance to permit 33 Parking spaces, where 37 parking spaces are required (Sec. 7.2 Minimum Parking Ratios); and

(ii) Variation to Subsection 4.4.3.A.7, entitled "Maximum Impervious Cover Additional Semi-Pervious Cover," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for 85% of lot coverage and 2.5% semi-pervious lot coverage, where a maximum impervious coverage of 70% and an additional semi-pervious cover of 25% is allowed.

**WHEREAS,** August 8, 2022, the Planning and Zoning Commission submitted its report and recommendation, including its findings of fact related to the variations, to the Board of Trustees of the Village of Villa Park; and

**WHEREAS,** Board of Trustees of the Village of Villa Park have received and considered the recommendations of the Planning and Zoning Commission; and

**WHEREAS,** the Board of Trustees has determined that it is appropriate to consider each variation requested by Petitioner independently and in separate ordinances; and

**WHEREAS,** the Board of Trustees deems it is advisable, necessary and in the public interest to approve the variation to Section 7.2 of the Zoning Ordinance, for purposes of facilitating development of the Project, to allow for relief to the minimum parking requirements, which variation failed to receive a positive recommendation from the Village's Planning and Zoning Commission.

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

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

**Section 2:** The Village Board adopts the following findings of facts with respect to the requested variation regarding the minimum parking requirements for the Project:

**Request for variation to allow for 33 spaces where 37 spaces are required, per Sec 7.2 of the Zoning Ordinance.**

- The Village adopts the findings of fact advanced by the Petitioner with respect to this minimum parking variation and finds that the market does not support reduced units or commercial uses on the first floor of the Project. As such, strict compliance with the zoning ordinance creates a practical difficulty or hardship which warrants site specific relief, per Section 11.5.1 of the Zoning Ordinance.

**Section 3**: The following variation is hereby granted for the purpose of developing the Subject Property with the Project:

- Variation to Section 7.2, entitled "Minimum Parking Ratios," of Article 7, entitled "Parking," of the Zoning Ordinance to permit 33 Parking spaces, where 37 parking spaces are required (Sec. 7.2 Minimum Parking Ratios).

**Section 4:** The relief granted in Section 3 is authorized subject to the Petitioner satisfying all of the following conditions:

1. Except as such plans and drawings may be modified to conform to the Village codes and ordinances, and to remedy any other Variations contained in Petitioner's application that have been denied, the Project shall substantially conform to the:

    - Site Plan prepared by RWG Engineering, dated June 17, 2022
    - Preliminary Engineering Plan prepared by RWG Engineering, dated May 26, 2022
    - Building Elevations prepared by Studio 21 Architects, dated June 16, 2022
    - Landscape Plan prepared by Metz & Company, dated May 26, 2022
    - Photometric Plan, prepared by Force Partners, dated May 25, 2022

2. Prior to release of a Building Permit, Final Plat of Subdivision, Final Landscaping, and Final Engineering will be approved.
3. The development will conform to all village codes and regulations, except as variations are approved herein.
4. The petitioner will comply with the DuPage County Stormwater Ordinance and obtain all necessary permits/certifications for development, including a building permit, right-of-way permit, and a stormwater certification.
5. The Petitioner, and all successors, agree to maintain the landscaping installed in the public right of way on the perimeter of the site.
6. Security systems are subject to review and approval by Villa Park Police Department and will include Village of Villa Park access to the closed-circuit security (CCTV) system in the common areas of the complex.
7. The Project shall be amended to include a directional island (also referred to as a porkchop) at the entry of the new parking garage so entry to the garage would be from the north and exiting traffic would proceed north to Park, which is an east-west collector street, to distribute the traffic to Ardmore or Harvard.
8. The Project shall restrict west-bound traffic from the alley to a right turn only to head north on S. Princeton, channeling alley traffic northbound to Park Boulevard.
9. The Petitioner shall install bollards to provide protection to the two existing utility poles in the alley and further protect the poles by cross hatch marking of the pavement between the building and the alley, at the pole locations.
10. Petitioner shall pay to cost for the Village to install additional signage at the alley exit to Ardmore Ave. shall be installed to bring attention to the blind pedestrian crossing.
11. Petitioner shall install a fence along the eastern perimeter of the Subject Property, in a design as approved by the Village Community Development Director or Village Manager.

**Section 6:** All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Passed this _____ day of _____, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2022.

_____
Village President

Attest:
_____
Village Clerk

Published in pamphlet form:

_____, 2022

Ordinance No. __

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS, GRANTING A LOT COVERAGE VARIATION RELATED TO THE DEVELOPMENT AND CONSTRUCTION OF AN APARTMENT BUILDING LOCATED AT 27 W. PARK BOULEVARD, VILLA PARK (Impervious and Semi-Pervious Lot Coverage – Zoning Code Subsection 4.4.3.A.7)**

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

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

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

**WHEREAS**, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5) the President and Board of Trustees of the Village (the "Corporate Authorities") may determine and vary the regulations relating to its zoning ordinances; and,

**WHEREAS,** Section 11.5, entitled "Variations," of Article 11, entitled "Review and Approval Procedures," of the Zoning Ordinance sets forth the authority and standards of the granting of variations to the Zoning Ordinance; and

**WHEREAS**, Ross Builders, Inc. ("Petitioner") on behalf of Apex Ardmore, LLC ("Owner"), proposes to redevelop certain property for the purpose of redeveloping, constructing and operating a four (4) story, twenty-four (24) unit market-rate apartment building with elevator, individual storage units on each floor, with internal and external parking ("Project"), on the property legally described as follows:

LOTS 10, 11, 12, 13, AND 14 IN CLARKE'S DIVISION BEING A RESUBDIVISION OF LOTS 209 AND 232 OF ARDMORE, BEING A SUBDIVISION IN SECTION 9 AND 10, TOWNSHIP 39, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CLARKE'S DIVISION RECORDED JULY 9, 1923 AS DOCUMENT 167402, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 06-09-220-001, 06-09-220-002; and

Commonly known as 27 W. Park Boulevard, Villa Park, Illinois 60181 (the "Subject Property"); and

WHEREAS, the Subject Property is located within the MX-T Mixed-Use Transitional ("MX-T District"); and

WHEREAS, the Applicant submitted a Variation Application for certain variations ("Variations") for the purpose of facilitating the development of the Subject Property for the Project, as follows:

(i) Variation to Section 7.2, entitled "Minimum Parking Ratios," of Article 7, entitled "Parking," of the Zoning Ordinance to permit 33 Parking spaces, where 37 parking spaces are required (Sec. 7.2 Minimum Parking Ratios);

(ii) Variation to Subsection 7.9.2, entitled "Parking Stall Sizes and Parking Lot Geometrics," of Section 7.9, entitled "Parking Area Design," of Article 7, entitled "Parking," of the Zoning Ordinance to allow for a 20-foot parking aisle width, when a 24-foot aisle width is required;

(iii) Variation to Subsection 4.4.3.A.10, entitled "Permitted Garage Entrance Location," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a garage entrance on the side yard (Princeton Ave.), where only rear entrance is permitted;

(iv) Variation to Subsection 4.4.3.A.7, entitled "Maximum Impervious Cover Additional Semi-Pervious Cover," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for 85% of lot coverage and 2.5% semi-pervious lot coverage, where a maximum impervious coverage of 70% and an additional semi-pervious cover of 25% is allowed;

(v) Variation to Subsection 4.5.2, entitled "Build to Zone," of Section 4.5, entitled "Building Types-Measurements," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a streetscape area ranging from zero feet to 10 feet, where a minimum of 13 feet of streetscape area is required along street frontages; and

(vi) Variation to Section 9.3, entitled "Visibility Triangles," of Article 9, entitled "Site Design and Performance Standards," to allow for the elimination of a visibility triangle requirement in order to accommodate required build-to-zones.

**WHEREAS,** on June 9, 2022 and June 30, 2022, the Zoning and Planning Commission conducted a public hearing at the Villa Park Village Hall, 20 S. Ardmore Street, Villa Park, Illinois 60181, in connection with the aforesaid application, after proper notice of said hearing was duly given; and

**WHEREAS,** after taking into consideration all evidence and testimony presented at the public hearing, the Planning and Zoning Commission reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and on June 30, 2022, and voted with 6 in favor and none opposed, to recommend approval of the following variations:

(i) Variation to Subsection 7.9.2, entitled "Parking Stall Sizes and Parking Lot Geometrics," of Section 7.9, entitled "Parking Area Design," of Article 7, entitled "Parking," of the Zoning Ordinance to allow for a 20-foot parking aisle width, when a 24-foot aisle width is required;

(ii) Variation to Subsection 4.4.3.A.10, entitled "Permitted Garage Entrance Location," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a garage entrance on the side yard (Princeton Ave.), where only rear entrance is permitted;

(iii) Variation to Subsection 4.5.2, entitled "Build to Zone," of Section 4.5, entitled "Building Types-Measurements," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a streetscape area ranging from zero feet to 10 feet, where a minimum of 13 feet of streetscape area is required along street frontages; and

(iv) Variation to Section 9.3, entitled "Visibility Triangles," of Article 9, entitled "Site Design and Performance Standards," to allow for the elimination of a visibility triangle requirement in order to accommodate required build-to-zones.

WHEREAS, after taking into consideration all evidence and testimony presented at the public hearing, the Planning and Zoning Commission reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and on June 30, 2022, voted with 3 in favor and 3 opposed, thereby failing to receive a majority vote to recommend approval of the following variations:

(i) Variation to Section 7.2, entitled "Minimum Parking Ratios," of Article 7, entitled "Parking," of the Zoning Ordinance to permit 33 Parking spaces, where 37 parking spaces are required (Sec. 7.2 Minimum Parking Ratios); and

(ii) Variation to Subsection 4.4.3.A.7, entitled "Maximum Impervious Cover Additional Semi-Pervious Cover," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for 85% of lot coverage and 2.5% semi-pervious lot coverage, where a maximum impervious coverage of 70% and an additional semi-pervious cover of 25% is allowed.

**WHEREAS,** August 8, 2022, the Planning and Zoning Commission submitted its report and recommendation, including its findings of fact related to the variations, to the Board of Trustees of the Village of Villa Park; and

**WHEREAS,** Board of Trustees of the Village of Villa Park have received and considered the recommendations of the Planning and Zoning Commission; and

**WHEREAS,** the Board of Trustees has determined that it is appropriate to consider each variation requested by Petitioner independently and in separate ordinances; and

**WHEREAS,** the Board of Trustees deems it is advisable, necessary and in the public interest to approve the variation to Subsection 4.4.3.A.7 of the Zoning Ordinance, for purposes of facilitating development of the Project, to allow for relief from the maximum impervious cover and additional semi-pervious cover requirements, which variation failed to receive a positive recommendation from the Village's Planning and Zoning Commission.

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

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

**Section 2:** The Village Board adopts the following findings of facts with respect to the requested variation regarding the maximum impervious cover and additional semi-pervious cover requirements for the Project:

**Request for variation to allow for 85% impervious lot Coverage and 2.5% semi-pervious lot coverage, where a maximum impervious coverage of 70% and an additional semi-pervious cover of 25% is allowed per Sec. 4.4.3.A.7 of the Zoning Ordinance.**

- The Village adopts the findings of fact advanced by the Petitioner with respect to this variation and finds that the building plans cannot be designed to create a desirable building that would meet the lot coverage requirements. As such, unique or special characteristics of the property itself or strict compliance with the zoning ordinance creates a practical difficulty or hardship which warrants site specific relief, per Section 11.5.1 of the Zoning Ordinance.

**Section 3**: The following variation is hereby granted for the purpose of developing the Subject Property with the Project:

- Variation to Subsection 4.4.3.A.7, entitled "Maximum Impervious Cover Additional Semi-Pervious Cover," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for 85% of lot coverage and 2.5% semi-pervious lot coverage, where a maximum impervious coverage of 70% and an additional semi-pervious cover of Variation to Subsection 4.4.3.A.10, entitled "Permitted Garage Entrance Location," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a garage entrance on the side yard (Princeton Ave.), where only rear entrance is permitted.

**Section 4:** The relief granted in Section 3 is authorized subject to the Petitioner satisfying all of the following conditions:

1. Except as such plans and drawings may be modified to conform to the Village codes and ordinances, and to remedy any other Variations contained in Petitioner's application that have been denied, the Project shall substantially conform to the:

    - Site Plan prepared by RWG Engineering, dated June 17, 2022
    - Preliminary Engineering Plan prepared by RWG Engineering, dated May 26, 2022
    - Building Elevations prepared by Studio 21 Architects, dated June 16, 2022
    - Landscape Plan prepared by Metz & Company, dated May 26, 2022
    - Photometric Plan, prepared by Force Partners, dated May 25, 2022

2. Prior to release of a Building Permit, Final Plat of Subdivision, Final Landscaping, and Final Engineering will be approved.
3. The development will conform to all village codes and regulations, except as variations are approved herein.
4. The petitioner will comply with the DuPage County Stormwater Ordinance and obtain all necessary permits/certifications for development, including a building permit, right-of-way permit, and a stormwater certification.
5. The Petitioner, and all successors, agree to maintain the landscaping installed in the public right of way on the perimeter of the site.
6. Security systems are subject to review and approval by Villa Park Police Department and will include Village of Villa Park access to the closed-circuit security (CCTV) system in the common areas of the complex.
7. The Project shall be amended to include a directional island (also referred to as a porkchop) at the entry of the new parking garage so entry to the garage would be from the north and exiting traffic would proceed north to Park, which is an east-west collector street, to distribute the traffic to Ardmore or Harvard.
8. The Project shall restrict west-bound traffic from the alley to a right turn only to head north on S. Princeton, channeling alley traffic northbound to Park Boulevard.
9. The Petitioner shall install bollards to provide protection to the two existing utility poles in the alley and further protect the poles by cross hatch marking of the pavement between the building and the alley, at the pole locations.
10. Petitioner shall pay to cost for the Village to install additional signage at the alley exit to Ardmore Ave. shall be installed to bring attention to the blind pedestrian crossing.
11. Petitioner shall install a fence along the eastern perimeter of the Subject Property, in a design as approved by the Village Community Development Director or Village Manager.

**Section 6:** All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed

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

Passed this _____ day of _____, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2022.

_____
Village President

Attest:
_____
Village Clerk

Published in pamphlet form:

_____, 2022

Ordinance No. __

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS, GRANTING A PARKING AREA DESIGN VARIATION RELATED TO THE DEVELOPMENT AND CONSTRUCTION OF AN APARTMENT BUILDING LOCATED AT 27 W. PARK BOULEVARD, VILLA PARK (Parking Area Design – Zoning Code Subsection 7.9.2)**

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

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

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

**WHEREAS**, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5) the President and Board of Trustees of the Village (the "Corporate Authorities") may determine and vary the regulations relating to its zoning ordinances; and,

**WHEREAS,** Section 11.5, entitled "Variations," of Article 11, entitled "Review and Approval Procedures," of the Zoning Ordinance sets forth the authority and standards of the granting of variations to the Zoning Ordinance; and

**WHEREAS**, Ross Builders, Inc. ("Petitioner") on behalf of Apex Ardmore, LLC ("Owner"), proposes to redevelop certain property for the purpose of redeveloping, constructing and operating a four (4) story, twenty-four (24) unit market-rate apartment building with elevator, individual storage units on each floor, with internal and external parking ("Project"), on the property legally described as follows:

LOTS 10, 11, 12, 13, AND 14 IN CLARKE'S DIVISION BEING A RESUBDIVISION OF LOTS 209 AND 232 OF ARDMORE, BEING A SUBDIVISION IN SECTION 9 AND 10, TOWNSHIP 39, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CLARKE'S DIVISION RECORDED JULY 9, 1923 AS DOCUMENT 167402, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 06-09-220-001, 06-09-220-002; and

Commonly known as 27 W. Park Boulevard, Villa Park, Illinois 60181 (the "Subject Property"); and

WHEREAS, the Subject Property is located within the MX-T Mixed-Use Transitional ("MX-T District"); and

WHEREAS, the Applicant submitted a Variation Application for certain variations ("Variations") for the purpose of facilitating the development of the Subject Property for the Project, as follows:

(i) Variation to Section 7.2, entitled "Minimum Parking Ratios," of Article 7, entitled "Parking," of the Zoning Ordinance to permit 33 Parking spaces, where 37 parking spaces are required (Sec. 7.2 Minimum Parking Ratios);

(ii) Variation to Subsection 7.9.2, entitled "Parking Stall Sizes and Parking Lot Geometrics," of Section 7.9, entitled "Parking Area Design," of Article 7, entitled "Parking," of the Zoning Ordinance to allow for a 20-foot parking aisle width, when a 24-foot aisle width is required;

(iii) Variation to Subsection 4.4.3.A.10, entitled "Permitted Garage Entrance Location," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a garage entrance on the side yard (Princeton Ave.), where only rear entrance is permitted;

(iv) Variation to Subsection 4.4.3.A.7, entitled "Maximum Impervious Cover Additional Semi-Pervious Cover," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for 85% of lot coverage and 2.5% semi-pervious lot coverage, where a maximum impervious coverage of 70% and an additional semi-pervious cover of 25% is allowed;

(v) Variation to Subsection 4.5.2, entitled "Build to Zone," of Section 4.5, entitled "Building Types-Measurements," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a streetscape area ranging from zero feet to 10 feet, where a minimum of 13 feet of streetscape area is required along street frontages; and

(vi) Variation to Section 9.3, entitled "Visibility Triangles," of Article 9, entitled "Site Design and Performance Standards," to allow for the elimination of a visibility triangle requirement in order to accommodate required build-to-zones.

**WHEREAS,** on June 9, 2022 and June 30, 2022, the Zoning and Planning Commission conducted a public hearing at the Villa Park Village Hall, 20 S. Ardmore Street, Villa Park, Illinois 60181, in connection with the aforesaid application, after proper notice of said hearing was duly given; and

**WHEREAS,** after taking into consideration all evidence and testimony presented at the public hearing, the Planning and Zoning Commission reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and on June 30, 2022, and voted with 6 in favor and none opposed, to recommend approval of the following variations:

(i) Variation to Subsection 7.9.2, entitled "Parking Stall Sizes and Parking Lot Geometrics," of Section 7.9, entitled "Parking Area Design," of Article 7, entitled "Parking," of the Zoning Ordinance to allow for a 20-foot parking aisle width, when a 24-foot aisle width is required;

(ii) Variation to Subsection 4.4.3.A.10, entitled "Permitted Garage Entrance Location," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a garage entrance on the side yard (Princeton Ave.), where only rear entrance is permitted;

(iii) Variation to Subsection 4.5.2, entitled "Build to Zone," of Section 4.5, entitled "Building Types-Measurements," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a streetscape area ranging from zero feet to 10 feet, where a minimum of 13 feet of streetscape area is required along street frontages; and

(iv) Variation to Section 9.3, entitled "Visibility Triangles," of Article 9, entitled "Site Design and Performance Standards," to allow for the elimination of a visibility triangle requirement in order to accommodate required build-to-zones.

WHEREAS, after taking into consideration all evidence and testimony presented at the public hearing, the Planning and Zoning Commission reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and on June 30, 2022, voted with 3 in favor and 3 opposed, thereby failing to receive a majority vote to recommend approval of the following variations:

(i) Variation to Section 7.2, entitled "Minimum Parking Ratios," of Article 7, entitled "Parking," of the Zoning Ordinance to permit 33 Parking spaces, where 37 parking spaces are required (Sec. 7.2 Minimum Parking Ratios); and

(ii) Variation to Subsection 4.4.3.A.7, entitled "Maximum Impervious Cover Additional Semi-Pervious Cover," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for 85% of lot coverage and 2.5% semi-pervious lot coverage, where a maximum impervious coverage of 70% and an additional semi-pervious cover of 25% is allowed.

**WHEREAS,** August 8, 2022, the Planning and Zoning Commission submitted its report and recommendation, including its findings of fact related to the variations, to the Board of Trustees of the Village of Villa Park; and

**WHEREAS,** Board of Trustees of the Village of Villa Park have received and considered the recommendations of the Planning and Zoning Commission; and

**WHEREAS,** the Board of Trustees has determined that it is appropriate to consider each variation requested by Petitioner independently and in separate ordinances; and

**WHEREAS,** the Board of Trustees deems it is advisable, necessary and in the public interest to approve the variation to Subsection 7.9.2 of the Zoning Ordinance for purposes of facilitating development of the Project, to allow for relief to the parking design requirements, which variation received a positive recommendation from the Village's Planning and Zoning Commission.

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

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

**Section 2:** The Village Board adopts the following findings of facts with respect to the requested variation regarding parking design for the Project:

**Request for variation to allow for a parking drive aisle less than 24' wide, per Sec. 7.9 Parking Area Design**

- Unique or special characteristic of the property itself or strict compliance with the Zoning Ordinance creates a practical difficulty or hardship which warrants site specific relief, per Section 11.5.1 of the Zoning Ordinance.

  *The angular geometry of the site, a public alley at the rear property line, and existing adjacent development are current conditions not created by the petitioner which impact the design of rear parking and warrant relief.*

  *The building will have 11 parking stalls placed perpendicular to the alley with a proposed 21.82' drive aisle which includes the public alley. The alley is integral to operation of businesses to the east and the parking for existing apartment buildings. As requested by the Village, the Petitioner has redesigned parking along the rear of the building as perpendicular which would provide choice in traffic flow for the different properties adjacent to the alley, allowing east and west use of the alley. The zoning code design requirement for a 24' drive aisle envisions parking on both sides of the aisle, not single-loaded access from a public alley. The developed property immediately adjacent to the south is not being asked to contribute land to create the 24' drive aisle. The petitioner has provided 9.5' wide spaces, wider than the code requirement of 9' to create a turning radius that is sufficient.*

**Section 3**: The following variation is hereby granted for the purpose of developing the Subject Property with the Project:

- Variation to Subsection 7.9.2, entitled "Parking Stall Sizes and Parking Lot Geometrics," of Section 7.9, entitled "Parking Area Design," of Article 7, entitled "Parking," of the Zoning Ordinance to allow for a 20-foot parking aisle width, when a 24-foot aisle width is required.

**Section 4:** The relief granted in Section 3 is authorized subject to the Petitioner satisfying all of the following conditions:

1. Except as such plans and drawings may be modified to conform to the Village codes and ordinances, and to remedy any other Variations contained in Petitioner's application that have been denied, the Project shall substantially conform to the:

    - Site Plan prepared by RWG Engineering, dated June 17, 2022
    - Preliminary Engineering Plan prepared by RWG Engineering, dated May 26, 2022
    - Building Elevations prepared by Studio 21 Architects, dated June 16, 2022
    - Landscape Plan prepared by Metz & Company, dated May 26, 2022
    - Photometric Plan, prepared by Force Partners, dated May 25, 2022

2. Prior to release of a Building Permit, Final Plat of Subdivision, Final Landscaping, and Final Engineering will be approved.
3. The development will conform to all village codes and regulations, except as variations are approved herein.
4. The petitioner will comply with the DuPage County Stormwater Ordinance and obtain all necessary permits/certifications for development, including a building permit, right-of-way permit, and a stormwater certification.
5. The Petitioner, and all successors, agree to maintain the landscaping installed in the public right of way on the perimeter of the site.
6. Security systems are subject to review and approval by Villa Park Police Department and will include Village of Villa Park access to the closed-circuit security (CCTV) system in the common areas of the complex.
7. The Project shall be amended to include a directional island (also referred to as a porkchop) at the entry of the new parking garage so entry to the garage would be from the north and exiting traffic would proceed north to Park, which is an east-west collector street, to distribute the traffic to Ardmore or Harvard.
8. The Project shall restrict west-bound traffic from the alley to a right turn only to head north on S. Princeton, channeling alley traffic northbound to Park Boulevard.
9. The Petitioner shall install bollards to provide protection to the two existing utility poles in the alley and further protect the poles by cross hatch marking of the pavement between the building and the alley, at the pole locations.
10. Petitioner shall pay to cost for the Village to install additional signage at the alley exit to Ardmore Ave. shall be installed to bring attention to the blind pedestrian crossing.
11. Petitioner shall install a fence along the eastern perimeter of the Subject Property, in a design as approved by the Village Community Development Director or Village Manager.

**Section 6:** All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed

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

Passed this _____ day of _____, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2022.

_____
Village President

Attest:
_____
Village Clerk

Published in pamphlet form:

_____, 2022

Ordinance No. __

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS, GRANTING A GARAGE ENTRANCE LOCATION VARIATION RELATED TO THE DEVELOPMENT AND CONSTRUCTION OF AN APARTMENT BUILDING LOCATED AT 27 W. PARK BOULEVARD, VILLA PARK (Garage Entrance Location – Zoning Code Subsection 4.4.3.A.10)**

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

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

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

**WHEREAS**, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5) the President and Board of Trustees of the Village (the "Corporate Authorities") may determine and vary the regulations relating to its zoning ordinances; and,

**WHEREAS,** Section 11.5, entitled "Variations," of Article 11, entitled "Review and Approval Procedures," of the Zoning Ordinance sets forth the authority and standards of the granting of variations to the Zoning Ordinance; and

**WHEREAS**, Ross Builders, Inc. ("Petitioner") on behalf of Apex Ardmore, LLC ("Owner"), proposes to redevelop certain property for the purpose of redeveloping, constructing and operating a four (4) story, twenty-four (24) unit market-rate apartment building with elevator, individual storage units on each floor, with internal and external parking ("Project"), on the property legally described as follows:

LOTS 10, 11, 12, 13, AND 14 IN CLARKE'S DIVISION BEING A RESUBDIVISION OF LOTS 209 AND 232 OF ARDMORE, BEING A SUBDIVISION IN SECTION 9 AND 10, TOWNSHIP 39, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CLARKE'S DIVISION RECORDED JULY 9, 1923 AS DOCUMENT 167402, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 06-09-220-001, 06-09-220-002; and

Commonly known as 27 W. Park Boulevard, Villa Park, Illinois 60181 (the "Subject Property"); and

WHEREAS, the Subject Property is located within the MX-T Mixed-Use Transitional ("MX-T District"); and

WHEREAS, the Applicant submitted a Variation Application for certain variations ("Variations") for the purpose of facilitating the development of the Subject Property for the Project, as follows:

(i) Variation to Section 7.2, entitled "Minimum Parking Ratios," of Article 7, entitled "Parking," of the Zoning Ordinance to permit 33 Parking spaces, where 37 parking spaces are required (Sec. 7.2 Minimum Parking Ratios);

(ii) Variation to Subsection 7.9.2, entitled "Parking Stall Sizes and Parking Lot Geometrics," of Section 7.9, entitled "Parking Area Design," of Article 7, entitled "Parking," of the Zoning Ordinance to allow for a 20-foot parking aisle width, when a 24-foot aisle width is required;

(iii) Variation to Subsection 4.4.3.A.10, entitled "Permitted Garage Entrance Location," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a garage entrance on the side yard (Princeton Ave.), where only rear entrance is permitted;

(iv) Variation to Subsection 4.4.3.A.7, entitled "Maximum Impervious Cover Additional Semi-Pervious Cover," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for 85% of lot coverage and 2.5% semi-pervious lot coverage, where a maximum impervious coverage of 70% and an additional semi-pervious cover of 25% is allowed;

(v) Variation to Subsection 4.5.2, entitled "Build to Zone," of Section 4.5, entitled "Building Types-Measurements," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a streetscape area ranging from zero feet to 10 feet, where a minimum of 13 feet of streetscape area is required along street frontages; and

(vi) Variation to Section 9.3, entitled "Visibility Triangles," of Article 9, entitled "Site Design and Performance Standards," to allow for the elimination of a visibility triangle requirement in order to accommodate required build-to-zones.

**WHEREAS,** on June 9, 2022 and June 30, 2022, the Zoning and Planning Commission conducted a public hearing at the Villa Park Village Hall, 20 S. Ardmore Street, Villa Park, Illinois 60181, in connection with the aforesaid application, after proper notice of said hearing was duly given; and

**WHEREAS,** after taking into consideration all evidence and testimony presented at the public hearing, the Planning and Zoning Commission reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and on June 30, 2022, and voted with 6 in favor and none opposed, to recommend approval of the following variations:

(i) Variation to Subsection 7.9.2, entitled "Parking Stall Sizes and Parking Lot Geometrics," of Section 7.9, entitled "Parking Area Design," of Article 7, entitled "Parking," of the Zoning Ordinance to allow for a 20-foot parking aisle width, when a 24-foot aisle width is required;

(ii) Variation to Subsection 4.4.3.A.10, entitled "Permitted Garage Entrance Location," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a garage entrance on the side yard (Princeton Ave.), where only rear entrance is permitted;

(iii) Variation to Subsection 4.5.2, entitled "Build to Zone," of Section 4.5, entitled "Building Types-Measurements," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a streetscape area ranging from zero feet to 10 feet, where a minimum of 13 feet of streetscape area is required along street frontages; and

(iv) Variation to Section 9.3, entitled "Visibility Triangles," of Article 9, entitled "Site Design and Performance Standards," to allow for the elimination of a visibility triangle requirement in order to accommodate required build-to-zones.

WHEREAS, after taking into consideration all evidence and testimony presented at the public hearing, the Planning and Zoning Commission reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and on June 30, 2022, voted with 3 in favor and 3 opposed, thereby failing to receive a majority vote to recommend approval of the following variations:

(i) Variation to Section 7.2, entitled "Minimum Parking Ratios," of Article 7, entitled "Parking," of the Zoning Ordinance to permit 33 Parking spaces, where 37 parking spaces are required (Sec. 7.2 Minimum Parking Ratios); and

(ii) Variation to Subsection 4.4.3.A.7, entitled "Maximum Impervious Cover Additional Semi-Pervious Cover," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for 85% of lot coverage and 2.5% semi-pervious lot coverage, where a maximum impervious coverage of 70% and an additional semi-pervious cover of 25% is allowed.

**WHEREAS,** August 8, 2022, the Planning and Zoning Commission submitted its report and recommendation, including its findings of fact related to the variations, to the Board of Trustees of the Village of Villa Park; and

**WHEREAS,** Board of Trustees of the Village of Villa Park have received and considered the recommendations of the Planning and Zoning Commission; and

**WHEREAS,** the Board of Trustees has determined that it is appropriate to consider each variation requested by Petitioner independently and in separate ordinances; and

**WHEREAS,** the Board of Trustees deems it is advisable, necessary and in the public interest to approve the variation to Subsection 4.4.3.A.10 of the Zoning Ordinance for purposes of facilitating development of the Project, to allow for relief to the garage entrance location requirements, which variation received a positive recommendation from the Village's Planning and Zoning Commission.

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

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

**Section 2:** The Village Board adopts the following findings of facts with respect to the requested variation regarding the garage entrance location for the Project:

**Request for variation to allow for a garage entry on the side yard (Princeton Ave.), where only rear entrance is permitted per Sec. 4.4.3(10).**

- Unique or special characteristic of the property itself or strict compliance with the Zoning Ordinance creates a practical difficulty or hardship which warrants site specific relief, per Section 11.5.1 of the Zoning Ordinance.

*As an urban design consideration, the code envisions entrances to internal garages or surface lots be from the rear yard of properties in the MX Districts to create a continuous building wall on the primary street. Park Boulevard is considered the Primary Street (front yard) because it fronts civic space (the Prairie Path). The existing alley is not set on a 90-degree angle to the property. The angular geometry of the site negatively impacts the ability to place the entrance in the rear and would result in lost parking spaces in both the garage and outside parking. Additionally, placing the parking garage entrance in the rear would increase traffic on the alley.*

*The Code does allow for entry to garages from a non-primary street with an Administrative Adjustment. The Commission finds the request is warranted here and creates better site design than an entrance from the rear yard, off the alley.*

**Section 3**: The following variation is hereby granted for the purpose of developing the Subject Property with the Project:

- Variation to Subsection 4.4.3.A.10, entitled "Permitted Garage Entrance Location," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a garage entrance on the side yard (Princeton Ave.), where only rear entrance is permitted;

**Section 4:** The relief granted in Section 3 is authorized subject to the Petitioner satisfying all of the following conditions:

1. Except as such plans and drawings may be modified to conform to the Village codes and ordinances, and to remedy any other Variations contained in Petitioner's application that have been denied, the Project shall substantially conform to the:

    - Site Plan prepared by RWG Engineering, dated June 17, 2022
    - Preliminary Engineering Plan prepared by RWG Engineering, dated May 26, 2022
    - Building Elevations prepared by Studio 21 Architects, dated June 16, 2022
    - Landscape Plan prepared by Metz & Company, dated May 26, 2022
    - Photometric Plan, prepared by Force Partners, dated May 25, 2022

2. Prior to release of a Building Permit, Final Plat of Subdivision, Final Landscaping, and Final Engineering will be approved.
3. The development will conform to all village codes and regulations, except as variations are approved herein.
4. The petitioner will comply with the DuPage County Stormwater Ordinance and obtain all necessary permits/certifications for development, including a building permit, right-of-way permit, and a stormwater certification.
5. The Petitioner, and all successors, agree to maintain the landscaping installed in the public right of way on the perimeter of the site.
6. Security systems are subject to review and approval by Villa Park Police Department and will include Village of Villa Park access to the closed-circuit security (CCTV) system in the common areas of the complex.
7. The Project shall be amended to include a directional island (also referred to as a porkchop) at the entry of the new parking garage so entry to the garage would be from the north and exiting traffic would proceed north to Park, which is an east-west collector street, to distribute the traffic to Ardmore or Harvard.
8. The Project shall restrict west-bound traffic from the alley to a right turn only to head north on S. Princeton, channeling alley traffic northbound to Park Boulevard.
9. The Petitioner shall install bollards to provide protection to the two existing utility poles in the alley and further protect the poles by cross hatch marking of the pavement between the building and the alley, at the pole locations.
10. Petitioner shall pay to cost for the Village to install additional signage at the alley exit to Ardmore Ave. shall be installed to bring attention to the blind pedestrian crossing.
11. Petitioner shall install a fence along the eastern perimeter of the Subject Property, in a design as approved by the Village Community Development Director or Village Manager.

**Section 6:** All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed

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

Passed this _____ day of _____, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2022.

_____
Village President

Attest:
_____
Village Clerk

Published in pamphlet form:

_____, 2022

Ordinance No. __

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS, GRANTING A VISIBILITY TRIANGLE VARIATION RELATED TO THE DEVELOPMENT AND CONSTRUCTION OF AN APARTMENT BUILDING LOCATED AT 27 W. PARK BOULEVARD, VILLA PARK**
**(Visibility Triangle – Zoning Code Section 9.3)**

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

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

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

**WHEREAS**, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5) the President and Board of Trustees of the Village (the "Corporate Authorities") may determine and vary the regulations relating to its zoning ordinances; and,

**WHEREAS,** Section 11.5, entitled "Variations," of Article 11, entitled "Review and Approval Procedures," of the Zoning Ordinance sets forth the authority and standards of the granting of variations to the Zoning Ordinance; and

**WHEREAS**, Ross Builders, Inc. ("Petitioner") on behalf of Apex Ardmore, LLC ("Owner"), proposes to redevelop certain property for the purpose of redeveloping, constructing and operating a four (4) story, twenty-four (24) unit market-rate apartment building with elevator, individual storage units on each floor, with internal and external parking ("Project"), on the property legally described as follows:

LOTS 10, 11, 12, 13, AND 14 IN CLARKE'S DIVISION BEING A RESUBDIVISION OF LOTS 209 AND 232 OF ARDMORE, BEING A SUBDIVISION IN SECTION 9 AND 10, TOWNSHIP 39, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CLARKE'S DIVISION RECORDED JULY 9, 1923 AS DOCUMENT 167402, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 06-09-220-001, 06-09-220-002; and

Commonly known as 27 W. Park Boulevard, Villa Park, Illinois 60181 (the "Subject Property"); and

WHEREAS, the Subject Property is located within the MX-T Mixed-Use Transitional ("MX-T District"); and

WHEREAS, the Applicant submitted a Variation Application for certain variations ("Variations") for the purpose of facilitating the development of the Subject Property for the Project, as follows:

(i) Variation to Section 7.2, entitled "Minimum Parking Ratios," of Article 7, entitled "Parking," of the Zoning Ordinance to permit 33 Parking spaces, where 37 parking spaces are required (Sec. 7.2 Minimum Parking Ratios);

(ii) Variation to Subsection 7.9.2, entitled "Parking Stall Sizes and Parking Lot Geometrics," of Section 7.9, entitled "Parking Area Design," of Article 7, entitled "Parking," of the Zoning Ordinance to allow for a 20-foot parking aisle width, when a 24-foot aisle width is required;

(iii) Variation to Subsection 4.4.3.A.10, entitled "Permitted Garage Entrance Location," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a garage entrance on the side yard (Princeton Ave.), where only rear entrance is permitted;

(iv) Variation to Subsection 4.4.3.A.7, entitled "Maximum Impervious Cover Additional Semi-Pervious Cover," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for 85% of lot coverage and 2.5% semi-pervious lot coverage, where a maximum impervious coverage of 70% and an additional semi-pervious cover of 25% is allowed;

(v) Variation to Subsection 4.5.2, entitled "Build to Zone," of Section 4.5, entitled "Building Types-Measurements," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a streetscape area ranging from zero feet to 10 feet, where a minimum of 13 feet of streetscape area is required along street frontages; and

(vi) Variation to Section 9.3, entitled "Visibility Triangles," of Article 9, entitled "Site Design and Performance Standards," to allow for the elimination of a visibility triangle requirement in order to accommodate required build-to-zones.

**WHEREAS,** on June 9, 2022 and June 30, 2022, the Zoning and Planning Commission conducted a public hearing at the Villa Park Village Hall, 20 S. Ardmore Street, Villa Park, Illinois 60181, in connection with the aforesaid application, after proper notice of said hearing was duly given; and

**WHEREAS,** after taking into consideration all evidence and testimony presented at the public hearing, the Planning and Zoning Commission reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and on June 30, 2022, and voted with 6 in favor and none opposed, to recommend approval of the following variations:

(i) Variation to Subsection 7.9.2, entitled "Parking Stall Sizes and Parking Lot Geometrics," of Section 7.9, entitled "Parking Area Design," of Article 7, entitled "Parking," of the Zoning Ordinance to allow for a 20-foot parking aisle width, when a 24-foot aisle width is required;

(ii) Variation to Subsection 4.4.3.A.10, entitled "Permitted Garage Entrance Location," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a garage entrance on the side yard (Princeton Ave.), where only rear entrance is permitted;

(iii) Variation to Subsection 4.5.2, entitled "Build to Zone," of Section 4.5, entitled "Building Types-Measurements," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a streetscape area ranging from zero feet to 10 feet, where a minimum of 13 feet of streetscape area is required along street frontages; and

(iv) Variation to Section 9.3, entitled "Visibility Triangles," of Article 9, entitled "Site Design and Performance Standards," to allow for the elimination of a visibility triangle requirement in order to accommodate required build-to-zones.

WHEREAS, after taking into consideration all evidence and testimony presented at the public hearing, the Planning and Zoning Commission reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and on June 30, 2022, voted with 3 in favor and 3 opposed, thereby failing to receive a majority vote to recommend approval of the following variations:

(i) Variation to Section 7.2, entitled "Minimum Parking Ratios," of Article 7, entitled "Parking," of the Zoning Ordinance to permit 33 Parking spaces, where 37 parking spaces are required (Sec. 7.2 Minimum Parking Ratios); and

(ii) Variation to Subsection 4.4.3.A.7, entitled "Maximum Impervious Cover Additional Semi-Pervious Cover," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for 85% of lot coverage and 2.5% semi-pervious lot coverage, where a maximum impervious coverage of 70% and an additional semi-pervious cover of 25% is allowed.

**WHEREAS,** August 8, 2022, the Planning and Zoning Commission submitted its report and recommendation, including its findings of fact related to the variations, to the Board of Trustees of the Village of Villa Park; and

**WHEREAS,** Board of Trustees of the Village of Villa Park have received and considered the recommendations of the Planning and Zoning Commission; and

**WHEREAS,** the Board of Trustees has determined that it is appropriate to consider each variation requested by Petitioner independently and in separate ordinances; and

**WHEREAS,** the Board of Trustees deems it is advisable, necessary and in the public interest to approve the variation to Section 9.3 of the Zoning Ordinance for purposes of facilitating development of the Project, to allow for relief to the visibility triangle requirements, which variation received a positive recommendation from the Village's Planning and Zoning Commission.

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

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

**Section 2:** The Village Board adopts the following findings of facts with respect to the requested variation regarding the visibility triangle for the Project:

**Request for variation to remove the requirement for a Visibility Triangle, per Sec. 9.3, in order to accommodate required Build-To-Zones.**

- Unique or special characteristic of the property itself or strict compliance with the zoning ordinance creates a practical difficulty or hardship which warrants site specific relief, per Section 11.5.1 of the Zoning Ordinance.

*The Commission found that application of the visibility triangle requirements in the code creates a conflict with the setback requirements for a General Form building in the MX District and warrants relief. Regulations for the MX District seek to bring the buildings closer to the street to create a more pedestrian family atmosphere and to slow traffic down. The zoning code requirement for a visibility triangle exempts several MX Districts. As the Commission works through development projects in each of the new zoning districts it has become evident that the visibility triangle is not always possible. In the case of this proposal, the building is proposed 2.5' from Princeton at the corner (where a 0-10' setback allowed), and 5' from Park (where a 5-10' setback allowed). Strict application of the Zoning Code creates a practical difficulty for the development.*

*The visibility triangle distance is formed by two lines that begin at the point of intersection of the subject lot's street lots lines and extend for a distance of 20' along each street lot line with a third connecting line that forms the triangle. The petitioner states that a 20' x 20' triangle would force the building to be about 14' from the front and side property lines.*

**Section 3**: The following variation is hereby granted for the purpose of developing the Subject Property with the Project:

- Variation to Section 9.3, entitled "Visibility Triangles," of Article 9, entitled "Site Design and Performance Standards," to allow for the elimination of a visibility triangle requirement in order to accommodate required build-to-zones.

**Section 4:** The relief granted in Section 3 is authorized subject to the Petitioner satisfying all of the following conditions:

1. Except as such plans and drawings may be modified to conform to the Village codes and ordinances, and to remedy any other Variations contained in Petitioner's application that have been denied, the Project shall substantially conform to the:

    - Site Plan prepared by RWG Engineering, dated June 17, 2022
    - Preliminary Engineering Plan prepared by RWG Engineering, dated May 26, 2022
    - Building Elevations prepared by Studio 21 Architects, dated June 16, 2022
    - Landscape Plan prepared by Metz & Company, dated May 26, 2022
    - Photometric Plan, prepared by Force Partners, dated May 25, 2022

2. Prior to release of a Building Permit, Final Plat of Subdivision, Final Landscaping, and Final Engineering will be approved.
3. The development will conform to all village codes and regulations, except as variations are approved herein.
4. The petitioner will comply with the DuPage County Stormwater Ordinance and obtain all necessary permits/certifications for development, including a building permit, right-of-way permit, and a stormwater certification.
5. The Petitioner, and all successors, agree to maintain the landscaping installed in the public right of way on the perimeter of the site.
6. Security systems are subject to review and approval by Villa Park Police Department and will include Village of Villa Park access to the closed-circuit security (CCTV) system in the common areas of the complex.
7. The Project shall be amended to include a directional island (also referred to as a porkchop) at the entry of the new parking garage so entry to the garage would be from the north and exiting traffic would proceed north to Park, which is an east-west collector street, to distribute the traffic to Ardmore or Harvard.
8. The Project shall restrict west-bound traffic from the alley to a right turn only to head north on S. Princeton, channeling alley traffic northbound to Park Boulevard.
9. The Petitioner shall install bollards to provide protection to the two existing utility poles in the alley and further protect the poles by cross hatch marking of the pavement between the building and the alley, at the pole locations.
10. Petitioner shall pay to cost for the Village to install additional signage at the alley exit to Ardmore Ave. shall be installed to bring attention to the blind pedestrian crossing.
11. Petitioner shall install a fence along the eastern perimeter of the Subject Property, in a design as approved by the Village Community Development Director or Village Manager.

**Section 6:** All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed

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

Passed this _____ day of _____, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2022.

_____
Village President

Attest:
_____
Village Clerk

Published in pamphlet form:

_____, 2022

Ordinance No. __

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS, GRANTING A STREETSCAPE VARIATION RELATED TO THE DEVELOPMENT AND CONSTRUCTION OF AN APARTMENT BUILDING LOCATED AT 27 W. PARK BOULEVARD, VILLA PARK (Build-to-Zone Streetscape Area – Zoning Code Subsection 4.5.2)**

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

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

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

**WHEREAS**, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5) the President and Board of Trustees of the Village (the "Corporate Authorities") may determine and vary the regulations relating to its zoning ordinances; and,

**WHEREAS,** Section 11.5, entitled "Variations," of Article 11, entitled "Review and Approval Procedures," of the Zoning Ordinance sets forth the authority and standards of the granting of variations to the Zoning Ordinance; and

**WHEREAS**, Ross Builders, Inc. ("Petitioner") on behalf of Apex Ardmore, LLC ("Owner"), proposes to redevelop certain property for the purpose of redeveloping, constructing and operating a four (4) story, twenty-four (24) unit market-rate apartment building with elevator, individual storage units on each floor, with internal and external parking ("Project"), on the property legally described as follows:

LOTS 10, 11, 12, 13, AND 14 IN CLARKE'S DIVISION BEING A RESUBDIVISION OF LOTS 209 AND 232 OF ARDMORE, BEING A SUBDIVISION IN SECTION 9 AND 10, TOWNSHIP 39, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CLARKE'S DIVISION RECORDED JULY 9, 1923 AS DOCUMENT 167402, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 06-09-220-001, 06-09-220-002; and

Commonly known as 27 W. Park Boulevard, Villa Park, Illinois 60181 (the "Subject Property"); and

WHEREAS, the Subject Property is located within the MX-T Mixed-Use Transitional ("MX-T District"); and

WHEREAS, the Applicant submitted a Variation Application for certain variations ("Variations") for the purpose of facilitating the development of the Subject Property for the Project, as follows:

(i) Variation to Section 7.2, entitled "Minimum Parking Ratios," of Article 7, entitled "Parking," of the Zoning Ordinance to permit 33 Parking spaces, where 37 parking spaces are required (Sec. 7.2 Minimum Parking Ratios);

(ii) Variation to Subsection 7.9.2, entitled "Parking Stall Sizes and Parking Lot Geometrics," of Section 7.9, entitled "Parking Area Design," of Article 7, entitled "Parking," of the Zoning Ordinance to allow for a 20-foot parking aisle width, when a 24-foot aisle width is required;

(iii) Variation to Subsection 4.4.3.A.10, entitled "Permitted Garage Entrance Location," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a garage entrance on the side yard (Princeton Ave.), where only rear entrance is permitted;

(iv) Variation to Subsection 4.4.3.A.7, entitled "Maximum Impervious Cover Additional Semi-Pervious Cover," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for 85% of lot coverage and 2.5% semi-pervious lot coverage, where a maximum impervious coverage of 70% and an additional semi-pervious cover of 25% is allowed;

(v) Variation to Subsection 4.5.2, entitled "Build to Zone," of Section 4.5, entitled "Building Types-Measurements," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a streetscape area ranging from zero feet to 10 feet, where a minimum of 13 feet of streetscape area is required along street frontages; and

(vi) Variation to Section 9.3, entitled "Visibility Triangles," of Article 9, entitled "Site Design and Performance Standards," to allow for the elimination of a visibility triangle requirement in order to accommodate required build-to-zones.

**WHEREAS,** on June 9, 2022 and June 30, 2022, the Zoning and Planning Commission conducted a public hearing at the Villa Park Village Hall, 20 S. Ardmore Street, Villa Park, Illinois 60181, in connection with the aforesaid application, after proper notice of said hearing was duly given; and

**WHEREAS,** after taking into consideration all evidence and testimony presented at the public hearing, the Planning and Zoning Commission reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and on June 30, 2022, and voted with 6 in favor and none opposed, to recommend approval of the following variations:

(i) Variation to Subsection 7.9.2, entitled "Parking Stall Sizes and Parking Lot Geometrics," of Section 7.9, entitled "Parking Area Design," of Article 7, entitled "Parking," of the Zoning Ordinance to allow for a 20-foot parking aisle width, when a 24-foot aisle width is required;

(ii) Variation to Subsection 4.4.3.A.10, entitled "Permitted Garage Entrance Location," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a garage entrance on the side yard (Princeton Ave.), where only rear entrance is permitted;

(iii) Variation to Subsection 4.5.2, entitled "Build to Zone," of Section 4.5, entitled "Building Types-Measurements," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a streetscape area ranging from zero feet to 10 feet, where a minimum of 13 feet of streetscape area is required along street frontages; and

(iv) Variation to Section 9.3, entitled "Visibility Triangles," of Article 9, entitled "Site Design and Performance Standards," to allow for the elimination of a visibility triangle requirement in order to accommodate required build-to-zones.

WHEREAS, after taking into consideration all evidence and testimony presented at the public hearing, the Planning and Zoning Commission reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and on June 30, 2022, voted with 3 in favor and 3 opposed, thereby failing to receive a majority vote to recommend approval of the following variations:

(i) Variation to Section 7.2, entitled "Minimum Parking Ratios," of Article 7, entitled "Parking," of the Zoning Ordinance to permit 33 Parking spaces, where 37 parking spaces are required (Sec. 7.2 Minimum Parking Ratios); and

(ii) Variation to Subsection 4.4.3.A.7, entitled "Maximum Impervious Cover Additional Semi-Pervious Cover," of Section 4.4, entitled "Building Types Generally," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for 85% of lot coverage and 2.5% semi-pervious lot coverage, where a maximum impervious coverage of 70% and an additional semi-pervious cover of 25% is allowed.

**WHEREAS,** August 8, 2022, the Planning and Zoning Commission submitted its report and recommendation, including its findings of fact related to the variations, to the Board of Trustees of the Village of Villa Park; and

**WHEREAS,** Board of Trustees of the Village of Villa Park have received and considered the recommendations of the Planning and Zoning Commission; and

**WHEREAS,** the Board of Trustees has determined that it is appropriate to consider each variation requested by Petitioner independently and in separate ordinances; and

**WHEREAS,** the Board of Trustees deems it is advisable, necessary and in the public interest to approve the variation to Subsection 4.5.2 of the Zoning Ordinance for purposes of facilitating development of the Project, to allow for relief to the build-to-zone streetscape area requirements, which variation received a positive recommendation from the Village's Planning and Zoning Commission.

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

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

**Section 2:** The Village Board adopts the following findings of facts with respect to the requested variation regarding the streetscape design for the Project:

**Request for variation to allow for a streetscape area ranging from 0' to 10', where a minimum 13 ft. streetscape area is required along street frontages, per Sec. 4.5.2 Build-To-Zone.**

- Unique or special characteristic of the property itself or strict compliance with the zoning ordinance creates a practical difficulty or hardship which warrants site specific relief, per Section 11.5.1 of the Zoning Ordinance.

*The Commission finds the existing situation of a perpendicular parking spaces built within the parkway creates a hardship when the streetscape setback and building setback are imposed. Park Boulevard is an 80' right of way with no southern parkway. At the east end of the block, buildings are at the property line with a 7' carriage walk only; the southern parkway was paved over 20 years ago to create perpendicular parking. The zoning code envisions building form close to the street in the MX Districts to create a vibrant streetscape created by a minimum 13' streetscape setback measured from the back of the existing curb with an additional building setback. When a General Building form is built in the MX-T District the building setback is to be 5 – 10'.*

*The building is proposed at 14' from the curb and 5' from the property line. Proposed within the 14' is a 7' deep landscape area that encroaches 2' onto the right-of way, and a 7' sidewalk which is consistent with land parcels to the east. The Commission indicated the building setback is consistent with the building form envisioned by the zoning code. Further, introducing the landscape island at the corner of Princeton and Park will re-establish the western boundary of a traditional parkway and improve site lines for northbound turn movements onto Park Boulevard.*

**Section 3**: The following variation is hereby granted for the purpose of developing the Subject Property with the Project:

- Variation to Subsection 4.5.2, entitled "Build to Zone," of Section 4.5, entitled "Building Types-Measurements," of Article 4, entitled "MX Districts," of the Zoning Ordinance to allow for a streetscape area ranging from zero feet to 10 feet, where a minimum of 13 feet of streetscape area is required along street frontages.

**Section 4:** The relief granted in Section 3 is authorized subject to the Petitioner satisfying all of the following conditions:

1. Except as such plans and drawings may be modified to conform to the Village codes and ordinances, and to remedy any other Variations contained in Petitioner's application that have been denied, the Project shall substantially conform to the:

    - Site Plan prepared by RWG Engineering, dated June 17, 2022
    - Preliminary Engineering Plan prepared by RWG Engineering, dated May 26, 2022
    - Building Elevations prepared by Studio 21 Architects, dated June 16, 2022
    - Landscape Plan prepared by Metz & Company, dated May 26, 2022
    - Photometric Plan, prepared by Force Partners, dated May 25, 2022

2. Prior to release of a Building Permit, Final Plat of Subdivision, Final Landscaping, and Final Engineering will be approved.
3. The development will conform to all village codes and regulations, except as variations are approved herein.
4. The petitioner will comply with the DuPage County Stormwater Ordinance and obtain all necessary permits/certifications for development, including a building permit, right-of-way permit, and a stormwater certification.
5. The Petitioner, and all successors, agree to maintain the landscaping installed in the public right of way on the perimeter of the site.
6. Security systems are subject to review and approval by Villa Park Police Department and will include Village of Villa Park access to the closed-circuit security (CCTV) system in the common areas of the complex.
7. The Project shall be amended to include a directional island (also referred to as a porkchop) at the entry of the new parking garage so entry to the garage would be from the north and exiting traffic would proceed north to Park, which is an east-west collector street, to distribute the traffic to Ardmore or Harvard.
8. The Project shall restrict west-bound traffic from the alley to a right turn only to head north on S. Princeton, channeling alley traffic northbound to Park Boulevard.
9. The Petitioner shall install bollards to provide protection to the two existing utility poles in the alley and further protect the poles by cross hatch marking of the pavement between the building and the alley, at the pole locations.
10. Petitioner shall pay to cost for the Village to install additional signage at the alley exit to Ardmore Ave. shall be installed to bring attention to the blind pedestrian crossing.

11. Petitioner shall install a fence along the eastern perimeter of the Subject Property, in a design as approved by the Village Community Development Director or Village Manager.

**Section 6:** All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed

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

Passed this _____ day of _____, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2022.

_____
Village President

Attest:

_____
Village Clerk

Published in pamphlet form:

_____, 2022

# Village of Villa Park

Community Development Department, 11 W. Home Avenue, Villa Park, IL 60181

**TO:** Villa Park Village Board
**FROM:** Planning and Zoning Commission
**DATE:** August 23, 2022
**RE:** Planning and Zoning Commission recommendation for **PZ-22-0005 / 27 W. Park Boulevard** (Ardmore Flats) / Plat of Subdivision / Variances / Ross Builders, Inc. (Petitioner) on behalf of Apex Ardmore, LLC (Owner)

**Summary of Request:**
The Petitioner wishes to construct a 4 story twenty-four (24) unit market-rate apartment building with elevator, individual storage units on each floor, twenty-two (22) parking spaces on the first floor in an internal parking garage, and eleven (11) parking along the rear of the building, adjacent to a public alley. Variations are requested from the Zoning Ordinance (Appendix C), per **Article 11, Section 11.5-Variations**, for the following:

- 33 Parking spaces, where 37 spaces are required **(Sec. 7.2 Minimum Parking Ratios)**
- Less than 24' wide aisle width in the alley (**Sec. 7.9 Parking Area Design)**
- Garage entry on the side yard (Princeton Ave.), where only rear entrance is permitted **(Sec. 4.4.3.A.10. Permitted Garage Entrance Location)**
- 85% Lot Coverage, where a maximum impervious coverage of 70% and an additional semi-pervious cover of 25% is allowed **(Sec. 4.4.3.A.7 Maximum Impervious Cover Additional Semi-Pervious Cover)**
- Streetscape area from 0' to 10', where Minimum 13 ft. streetscape area is required along street frontages (**Sec. 4.5.2 Build-To-Zone)**
- Relief from the Visibility Triangle **(Sec. 9.3 Visibility Triangle**) in order to accommodate required build-to-zones

Approval of Final Engineering, Final Landscaping, and a Plat of Subdivision to consolidate two land parcels would be required prior to Building Permit. The Final Plat of Subdivision has not been submitted for review.

**Site Information:**
Present Zoning: MX-T Mixed-Use Transitional
Property Size: .4 Acre, 17,338.83 sq. ft.
Present Land Use: Commercial building
PINS: 06-09-220-001, 06-09-220-002

**Surrounding Zoning:**

| | |
|---|---|
| North: | Mixed-Use Main Street (MX-2) |
| West: | Residential Single Dwelling (RS-7.5) |
| East: | Mixed Use Main Street (MX-2) |
| South: | Mixed Residential District 2 (MX- R2) |

**Present Land Use**

| |
|---|
| Green Space / Prairie Path / Commercial |
| Detached Single Family Housing |
| Accessory Parking Lot & Commercial |
| Multi-family Housing |

**Comprehensive Plan Designation:**




**Business District Mixed-Use:**



**Comprehensive Plan Designation:**
Future Land Use is classified as Business District Commercial (BDC) which is recommended for the Village's neighborhood business districts: Ardmore Avenue, Villa Avenue, and the Metra Station TOD area. The subject property is in the Ardmore Avenue Business District, which is contemplated as a healthy neighborhood mixed-use activity node that the Plan indicates would benefit from enhanced pedestrian and bike connections with the Villa Avenue Business District, the Municipal Campus, and the TOD area through the introduction of mixed-use medium-density residences within the district to support retail stores and restaurants. Policy formation in the Plan suggests new restaurants, cafes, retail shops, a plaza large enough to handle live bands, parking, senior housing, and condos, and preservation of historic buildings. Churches and the Villa Park Public Library are in the vicinity.



**Public Input:**
*Public Meetings:* On June 9, 2022 the Planning & Zoning Commission held a Public Hearing, after due notice as required by law, to consider a request by Ross Builders (Petitioner) on behalf of Apex Ardmore LLC (owner) for the property at 27 W Park, Villa Park, Illinois and after discussion, including public input, continued the hearing "date certain" to June 30, 2022. Nineteen members of the public spoke. The hearing was reopened on June 30th. Eighteen members of the public spoke and after discussion, individual motions were considered so that the recommendation for the Village Board would convey the Commission's opinions on each variance in the application.

The case has been widely followed by the community with significant public input at these meetings:

- Concept Plan to the Planning & Zoning Commission on April 14, 2022
- Community Input meeting on June 2, 2022
- The March, June, and July Traffic and Safety Commission meetings.

The Planning and Zoning Commission recommendation was presented to the Village Board at the August 8, 2022 Village Board meeting. Public comment was heard. No action was taken and the Village Attorney was asked to revise the proposed Ordinance, separating it into six separate Ordinances, one for each Variance request.

*Legal Notice:* Legal notice for the zoning petition was published in the Daily Herald newspaper on Tuesday, May 24, 2022 for a June 9, 2022 Public hearing. Two potential additional variances were identified during the June 9, 2022 meeting: 1) relief from Sec. 9.1.5.3 relating to rear foundation landscaping, and 2) relief from Sec. 7.9 Parking Area Design for the width of the drive aisle access to parking from the alley. Legal notice was re-published on June 14, 2022 for the June 30th hearing with these 2 items added. Both published Legal notices included a request for variance for outdoor lighting, but a modified plan now meets code.

Ultimately, in consultation with the Village Attorney, it was determined no variance is required for the rear foundation landscaping. Off-street parking design is subject to the dimensional requirements in Table 7-4:

Parking Area Dimensions. Per 7.9.2 Parking Stall Sizes and Parking Lot Geometrics, the Community Development Director is authorized to establish dimensions for parking configurations not shown. Because alley design has been a significant topic of community interest and each variance is integral to the others the Interim Community Development Director referred the request to the Planning & Zoning Commission for consideration.

During the review process the community expressed concerns over density, traffic, building materials, height, parking for building tenants and guests, directional traffic flow in the alley, rental vs. ownership, concern over snow and trash removal, unit configurations, and stormwater flooding in the neighborhood.

**Project Summary:**
The property is an irregular shaped lot located south of the Prairie Path Bike Trail, 1 mile south of the Metra Station, within the Ardmore Avenue Business District. Park Boulevard is an 80' right-of-way and often used for community events and festivals. The property currently contains a 1,491 sq. ft. building, 25 parking spaces, and a 1,778 sq. ft. pervious grass area in the northeast corner of the property. The Petitioner's Narrative is Exhibit 2. The proposed project would contain:

- An 11,239 sq. ft., 24-unit, four-story residential building with entrances to two street-level residential units with outside entrance, and 3 stories of apartments above.
- The 11 one-bedroom/1 den/2 bath and 13 two-bedroom/2 bath units total 37 total bedrooms, requiring 37 parking spaces. The dens are interior to the building with no exterior window, and by Building Code standards are not to be considered a bedroom.
- There are 33 on-site parking spaces proposed. Entrance to the first-floor parking garage (22 spaces) would be from the west on Princeton. 11 exterior perpendicular parking spaces are south of the building, with entrance from the public alleyway. *Variance request is for 4 spaces.*
- There would be 6 new street parking spaces (one of the six is to be ADA compliant) on Park Blvd after the existing driveway is closed, but per Village Code Sec. 7.4.1, street parking can be counted towards requirements for commercial use, not for residential.
- The building is proposed at 46' tall with the fourth floor stepped back along Park and at the SWC of the building on Princeton. To provide some comparison, St. Alexander's church (just off the Prairie Path) has eaves at about 38' feet and a peak of almost 50'. The Kenilworth townhomes are approximately 35-40' to the peak, and the Villa Park Police department parapet is about 35' above the Ardmore sidewalk grade.
- The eastern curb of Princeton would be extended north to create a landscaped island at Park Boulevard, restoring a portion of the streetscape. (final design determined at time of final engineering).

Original proposal




Revised Proposal (June 30, 2022)



There is support in the community for development to occur but different opinions on what the development should look like.

Throughout the process Staff advised the petitioner that some residents have voiced concern over density, height, materials, traffic, and unit configuration. Business owners are concerned over the loss of parking for the business district, but the fact is that this is a private lot.

Staff continued to work with the petitioner, seeking revisions which could minimize variance requests. Revisions since the June 9, 2022 Public Hearing are:

- Set back the 4th floor on the west elevation by 9.5', eliminating one bedroom, (reduces the required number of parking spaces by 1, to 37).
- Reconfigured parking in alley:
  - Perpendicular parking stalls are provided along the alley (net 1 new parking space).
  - Variance request added for a 21.82' drive aisle along alley versus 24'.
  - Increased the buffer between the alley and rear of parking stalls from 4' to 6.82'.
  - Widened parking stalls from 9' to 9.5'. Parking stall would be 15.5' deep with a 2.5' overhang. Village standards generally seek an 18' long stall or a 16' stall with 2' overhang.
  - Curb would be installed in place of wheel stops.
- Total Impervious surface reduced to 84.99% from 86.78%, reducing total impervious surface an additional 4.91% from the current property condition. (See table below)
  - The ADA parking stall (with 8' striped egress pad) at westernmost parking at rear of the building is moved east of the existing power pole creating an additional 77 sq. ft. of landscape.
  - The 2.5' green strip with ground cover and curbing adjacent to the rear of the building adds 192 sq. ft. of pervious surface.
  - Residents would travel from their vehicle to the building, walking south of the parking spaces.
  - The landscape peninsula in the ROW was downsized to create additional on-street space, with this sixth new space meeting ADA requirements.
  - Overall, the site is getting greener, on the subject property and off-site, where an adjacent additional 751 sq. ft. of pervious landscaping is being added. (See the blue area in Exhibit 3)

**Existing vs. Proposed Lot Coverage Summary –** Note, lot is 17,338.83 sq. ft.

| | **Existing sq. ft. / % of whole** | **Proposed sq. ft. / % of whole** | **Code Requirement MX-T District** |
|---|---|---|---|
| Building Footprint | 1,491 / 8.60% | 11,239 / 64.82% | 70% Maximum Impervious Cover (12,137 sq) |
| Asphalt/Concrete | 14,070 / 81.15% | 3,497 / 20.17% | |
| Total Impervious | 89.75% | 84.99% | |
| Semi Pervious * | 0 / 0% | 437 / 2.52% | 25% Maximum Additional Semi-Pervious Cover (4,335 sq. ft.) |
| Pervious Landscape Areas | 1,778 / 10.25% | 2,166 / 12.49% | Minimum 5% |
| Additional landscaping in ROW | | 751 sq. ft. | N/A |

* % Imperviousness of Materials to be confirmed by Public Works Director

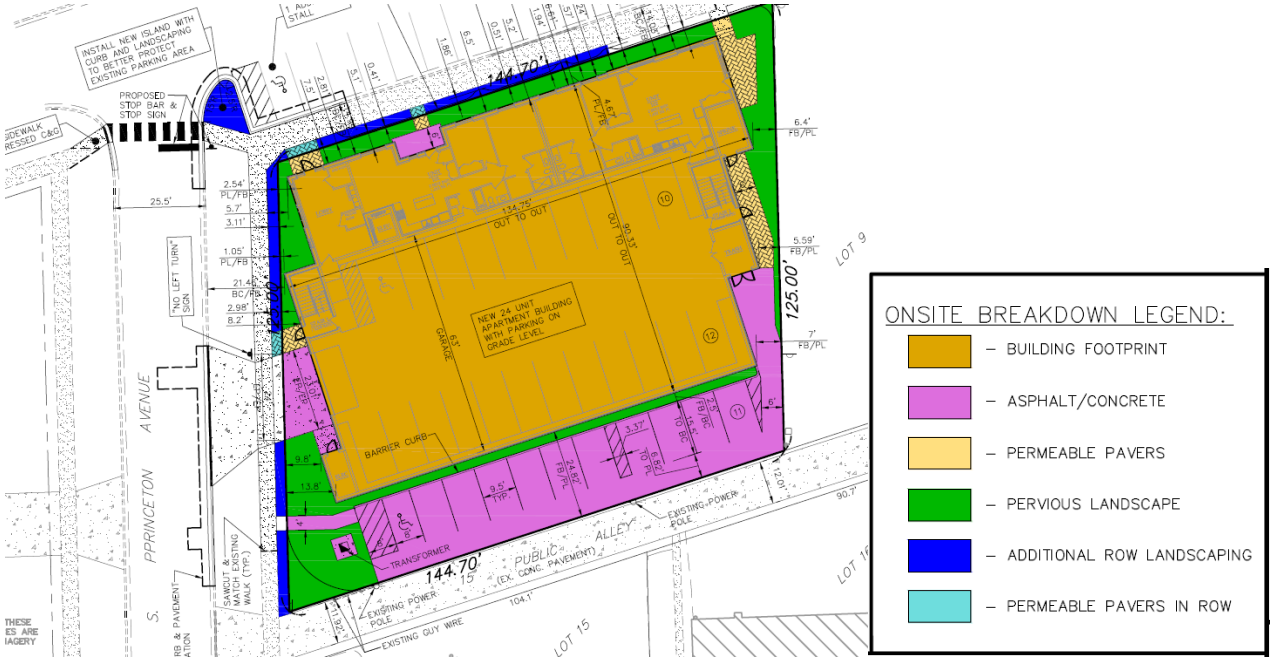
The Site plan proposes 2' of landscape in the ROW on the perimeter of the subject lot. As elsewhere the property owner is responsible for maintenance of the landscaping in the public parkway. The owner of 27 W.

Park will maintain the corner plantings as well as the strip adjacent to their building. This revised Site Plan below includes the proposed landscaping in the public ROW, in blue.

Approved Final Engineering, a Final Landscaping Plan, and an approved/recorded Plat of Subdivision to consolidate two land parcels will be required prior to a Building Permit. Note Plan set submitted is marked "Final Engineering" but Staff expects changes and considers the exhibit to be "Preliminary Engineering." Final Engineering may lead to changes in the design of the landscape peninsula at Princeton and Park, and the adjacent public parking spaces, therefore the Landscape Plan will be reviewed at, or before the Building Permit review and will include landscape beds similar to what is found in the Ardmore area at the Metra Station.

The development shall comply with all applicable Village Codes and regulations. The petitioner will obtain all necessary permits/certifications for development, including a building permit, right-of-way permit, and a stormwater certification. Security systems are subject to review and approval by Villa Park Police Department and will include Village of Villa Park access to the closed-circuit security (CCTV) system in the common areas of the complex.

**Site Plan**




**Zoning Request:**
The petitioner originally requested a Planned Unit Development. Per Sec. 11.3.1 - Purpose and Intent, PUDs are a unique complex type of special use potentially consisting of various land uses and developments. The Special Use procedure for a PUD provides an alternate zoning procedure under which land can be developed with innovation, increased amenities, and a creative environmental and architectural design than would be possible under standard district regulations. A single building with one use is conventional, exceptional public amenities are proposed, therefore the petitioner was asked to submit for variations.

Per Sec. 11.5.1. – Intent, a Variation is to grant relief from strict compliance of the zoning ordinance – not as a means to simply remove an inconvenience or financial burden, but to help alleviate a practical difficulty or particular hardship that would be caused by literal enforcement. Variances provide site specific relief when the zoning code would render land difficult or impossible to use. In considering the question of hardship, as it

relates to the variance requests, the Commission considered the impact to the neighborhood, the configuration of the block and the parcel (depth and angles), and some inconsistencies in the new 2018 Zoning Code which are becoming apparent as the Commission reviews new projects. Note, the latter is common with significant updates to a Code, such as the Village undertook as a zoning code is a complex document.

*General Review Comments:* The project was reviewed extensively by representatives from Community Development, Public Works, Fire, Police, and the Economic Development Department. Several elements of concern to the community such as the height of the building and the proposed building materials are permitted "by right" and *do meet* the standards of the Zoning Code. Therefore, the memorandum for the June 30, 2022 included a discussion of where the proposal meets the requirements of "General Building" as defined in Article 4, and where variances would be needed from Article 4 and other elements of the Zoning Code.

*Land Use:* While first floor residential truncates the business district short of the western boundary, it is a permitted use in the MX-T District. If the first floor were commercial, street parking could be used towards parking requirements (Village Code Sec. 7.4.1); required residential parking spaces must be provided on site. Commercial use has potential to increase the externalities traditionally presented by a single office as is currently on the site.

*Building Façade:* The submittal meets design regulations; materials are among the "Primary Materials" list within the Code. Quality finishes are proposed for the building façade, including brick at 16% of the north façade, 22% of the east façade, 21% of the south façade, and 16% of the west façade. Material percentages are identified on the Elevations, in the packet as Exhibit 4. Building elevations conform to required design elements on the upper floors. The building is articulated, particularly on the west and north facades.

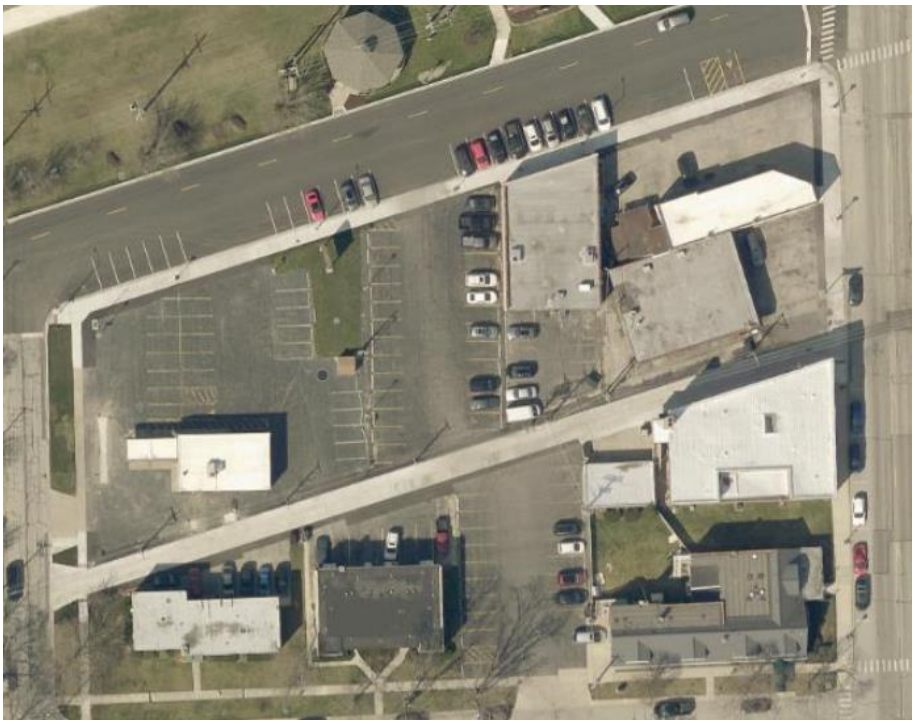
*Plat of Subdivision*: The subject lot contains two parcels. The Legal Notice indicated approval of a Plat of Subdivision. None has been submitted and the petitioner requests a Plat of Subdivision be reviewed prior to building permit. An approved Final Plat of Subdivision will be required prior to building permit. Staff recommends the Final Plat of Subdivision (for Consolidation) should include appropriate covenants, an indication that the Petitioner and successive owners will not object should a Special Service Area (SSA) be needed for property maintenance; such funds would only be used for expenses related to the property, and any other items determined as necessary by the Village Attorney.

*Traffic Analysis*: The developer has submitted a Traffic Assessment (TA). The proposed development is expected to generate less than 100 vehicle trips during either the AM or PM weekday peak hours; therefore, a Traffic Assessment is an acceptable level of analysis. The Traffic Assessment is generally consistent with the Village's Traffic Assessment content requirements and addressed previously raised concerns.

*Other*: If the developer wishes to proceed with cutting pavement on Park Boulevard for the proposed water connection as shown in the engineering, a written request to waive the Village's ordinance prohibiting cutting of new pavement will be needed.

*Traffic & Safety Commission recommendations*: The Traffic and Safety Commission has reviewed the proposed development at multiple meetings and considered the impacts it would have on the pedestrian and traffic patterns in the area. The Traffic and Safety Commission does not have any authority to approve or deny the development or provide direction on any zoning requirements such as the amount of lot coverage or parking requirements. The Commission does have recommendations to improve the traffic circulation of the project and a motion containing the recommendations was passed at their July 5, 2022 meeting, 6-0 with 4 members absent. Exhibit 9 is a memorandum from Traffic and Safety Commission Chairman Pienkos which summarizes five changes recommended by the Traffic and Safety Commission:

1. Include a directional island (also referred to as a porkchop) at the entry of the new parking garage so entry to the garage would be from the north and exiting traffic would proceed north to Park, which is an east-west collector street, to distribute the traffic to Ardmore or Harvard.
2. Restrict west-bound traffic from the alley to a right turn only to head north on S. Princeton, again channeling alley traffic northbound to Park Boulevard.
3. Install bollards to provide protection to the two existing utility poles in the alley.
4. Further protect the poles by cross hatch marking of the pavement between the building and the alley, at the pole locations.
5. Install additional signage at the alley exit to Ardmore Ave. to bring attention to the blind pedestrian crossing.



The alley is integral to operation of businesses to the east and was discussed extensively during review. Parking for the two apartment buildings immediately south side (of the alley) is perpendicular to that building, and the angular dimension of the alley makes it easier for them to exit west bound.

Village staff sought perpendicular parking to allow circulation in either direction and disperse trips in both directions (not concentrating ingress/egress from one street).

*A two-way alley configuration is preferred by Police, Fire, Engineering, and Community Development.* Note – <u>two-way does</u> not connote both directions with cars passing at the same time, rather it refers to the ability to move both east and west, not a one-way only movement.

The Village adopted a form-based zoning code in 2018. The property is zoned MX-T, a form-based district which is intended to accommodate low- to mid-scaled office and/or residential buildings transitioning between mixed-use shopping nodes and residential uses. The building form defines compact buildings with entrances, windows, and interior uses facing the primary corridor. Parking is intended to be internal to the building; located in the rear of the lot, screened from the primary street with the building; or located in the side yard, limited in width and orientation. Per 4.33 of the Zoning Code, three building types are permitted in the district: General Building, Row Buildings, and Civic Buildings. A "General Building" form is proposed here. General Buildings may be built in the MX-T, MX-R1, and MX-R2 districts. Article 4 of the Zoning Code contains a table of regulations for each building type. Per the Section 4.2.1 Streets and Blocks, Park Boulevard is considered the Primary Street as Park Boulevard fronts civic open space. Princeton is also a "Primary Street because the subject lot is a corner lot.

In their discussion the Planning and Zoning Commission noted that in 2007 a Commercial PUD was approved for this parcel of land via Ordinance 3427 for a three-story mixed-use development consisting of first floor office and 16 residential condominiums on the second and third floors. When the PUD approval expired the zoning reverted back to C2 Commercial district which would have permitted, by "right," a four-story office building (up to 50% of the lot) at a maximum height of 45', with 7' yard setbacks, or alternately, a strip mall as

is found at the east end of the Ardmore Business District. In the previous code lot coverage was measured as the ratio of the building to the lot and there were not landscape requirements, so a building on 50% of lot with the remainder as parking would have met zoning requirements.

Conflicts within the new Zoning Code and an irregular shape of the lot create some hardship for development warranting consideration. The Planning and Zoning Commission discussed each variance individually and supported four of the six variance requests unanimously but voted 3-3 on the request for variance from parking requirements and lot coverage.

This table identifies where the proposal meets Zoning Requirements and Staff comments. **The Findings of Fact determined by the Planning and Zoning Commission follow each code section noted as a Variance (in grey highlight).**

### Conformance to Zoning Code Requirements. (For P&Z Findings of Fact Refer to Exhibit 1)

| | **Section 4.4.3 "General Building"** | **Requirement MX-T** | **Proposed** | **Staff Notes** | **Variance Needed** |
|---|---|---|---|---|---|
| **Building Siting** | | | | | |
| 1 | Minimum Primary Frontage Build-to-Zone Coverage | 75% | 86% | 125'-8" (bldg. width) / 144'-8" (lot width) = 0.86 | No |
| 2 | Front Build-to-Zone | 5' - 10' | 5.24' building setback on Park | After minimum 13' streetscape. | No |
| 3 | Corner Build-to-Zone | 0' - 10' | 1' – 13.8' building setback on Princeton | Setback from side yard. | No |
| 4 | Minimum Side Yard Setback | 5' | 5.59' – 7' building setback on east lot line | Angle of lot presents opportunity to articulate building | No |
| 5 | Minimum Rear Yard Setback | 5' | 22.82' On alley | Complies | No |
| 6 | Maximum Building Width | none | | N/A | |
| 7 | Maximum Impervious Cover<br><br>Additional Semi-Pervious Cover | 70% (12,187 sq. ft.)<br><br>25% (4,352 sq. ft.) | 84.99% Impervious<br><br>15.01% semi pervious and pervious total / 2,603 sq. ft. | Use of impervious pavement is possible in proposed paved areas but must be weighed against cost and maintenance concerns. Green roof treatment may be an option. | Variance for 15% impervious cover and 10% semi-pervious cover |
| 8 | Surface Parking or Accessory Parking Structure | Rear & limited side yard only | Interior parking & rear surface parking | | No |
| 9 | Driveway Access Locations | | | N/A | No |
| 10 | Permitted Garage Entrance Location | Rear Façade; a side façade garage access requires administrative adjustment | Per 11.6.6, CD Director is authorized to refer requests for | Hardship consideration – shallow parcel dictates garage circulation - east to west. Entrance from the rear places | Variance for side façade entrance |

| | | | | | |
|---|---|---|---|---|---|
| | | | administrative adjustment to P&Z. | would further strain the alley and reduces available parking. | |
| **Height** | | | | | |
| 11 | Height - Overall (min. & Max.) | 2 story min. & 5 story max. | 4 stories | Meets Code. No Variance.<br>The building is proposed at 46' tall. General Buildings are allowed at 2 to 5 stories with a minimum height of 9' and maximum height of 14' for each floor. 11' is proposed for each floor. The fourth story is stepped back 12' from the front façade as required.<br>Note, the four-story height was contemplated in the current zoning district and in the previous C-2 district. | |
| 12 | Stepped back upper stories | Stories above the 3rd story should step back 12' from front façade | Proposing to step back the 4th floor to comply with step back from front façade | | |
| 13 | Each story height (min & max) | 9' min. & 14' max. | Proposing 11' floor to floor; 12' from ground floor to 2nd | | |
| **Uses** | | | | | |
| 14 | Ground Story & Basement | All permitted uses except commercial service, eating and drinking establishments, and retail sales are limited to no more than 50% of gross floor area of the story | MX-T permitted uses include residential units | Refer to previous Planning & Zoning discussion | |
| 15 | Upper Stories | Any permitted uses except commercial service, eating and drinking establishments and retail sales | MX-T permitted uses include residential units | | No |
| 16 | Parking within Building | Permitted fully in any basement and in rear of upper floors | Proposing interior parking in rear of ground floor | | No |
| 17 | Required Occupied Building Space | Minimum 20' deep on all full height floors from any primary street façade; not required in basement | 27' | Depth of residential units along Park (primary street façade) comply | No |
| **Façade & Roof Requirements** | | | | | |
| 18 | Minimum Transparency Street, Courtyard, Open Space Façade | 15% | Glass garage door | | No |
| 19 | Blank Wall Limitations | Required per floor on all street facades | Glass garage door | | No |
| 20 | Entrance Location & Number | Principal Entrance required on primary frontage façade; with one every 90' of building façade | On Park at corner; entrance to unit 1 on the façade for an entrance every 90'. | | No |

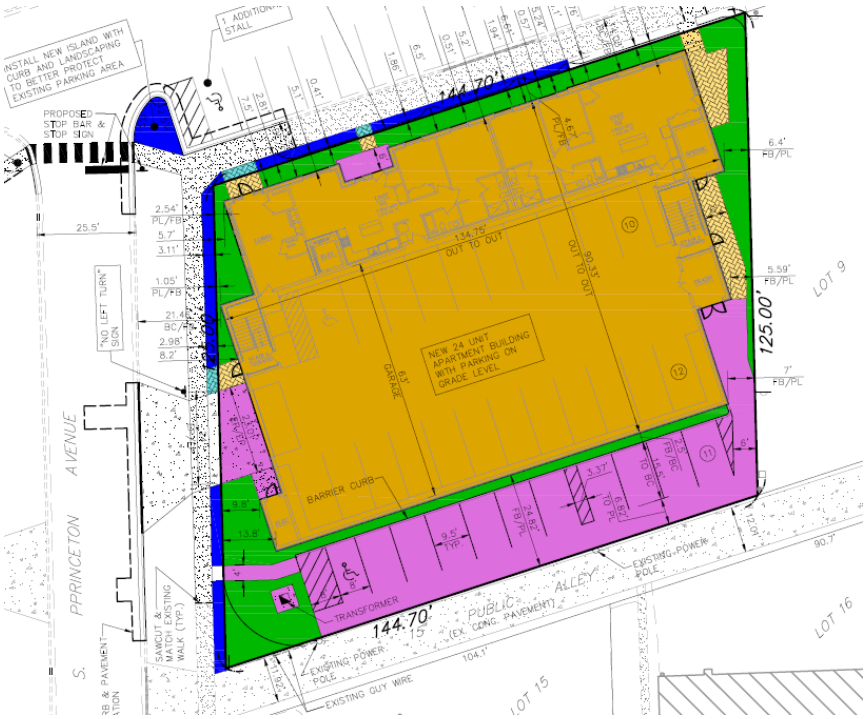
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| 21 | Entryway Configuration & Elevations | Entry doors off a stoop, minimum 6' wide and 3' deep; entrances within 30" of street sidewalk average elevation or between 30" and 5' with visible basement | | | No |
| 22 | Ground Story Vertical Façade Divisions | One 2" deep expression line per every 60; of façade width | Proposed complies with all the balcony insets and stepping on the Princeton side | | No |
| 23 | Horizontal Façade Divisions | Within 3' of the top of the ground story, any visible basement, and the bottom of any 5th floor | brick on ground story and then a sill changing to siding | | No |
| 24 | Permitted Roof Types | Parapet, pitched, flat; tower permitted | Flat roof proposed with parapet at stepped back 4th floor | | No |

Variances are requested from additional sections of the Zoning Code.

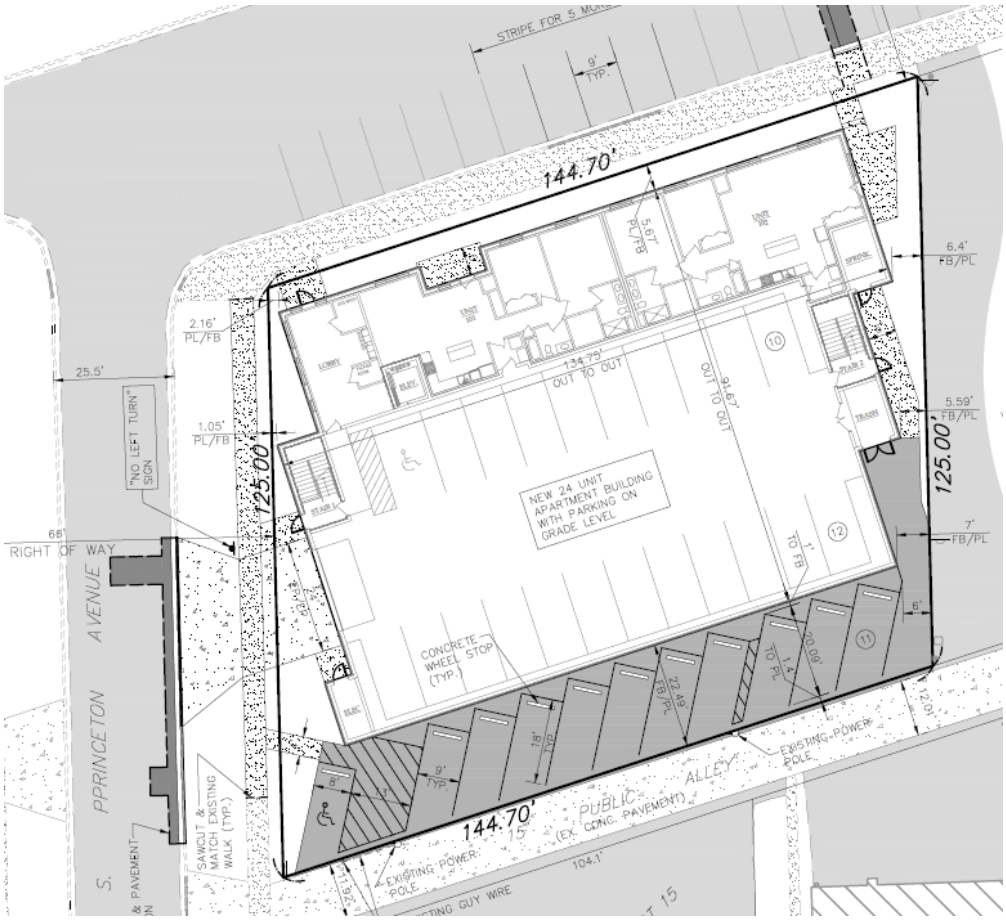
| **Additional Code Sections** | | | | | |
|---|---|---|---|---|---|
| | | **Required** | **Proposed** | **Notes** | **Variance Needed** |
| | Sec. 4.5.2 Build-To-Zone - Minimum 13' streetscape area along street frontages | The 13' is measured from the curb line, and then the build-to-zone is applied.<br>Note: Sec. 9.3.1 - Plantings in intersection visibility triangle to maintain clear visibility betwee n a height of three (3) feet and ten (10) feet above grade. | 9' provided<br>Building is 14' south of curb. 7' landscape feature includes 5' on private property & 2' on public property.<br>A new streetscape landscape bed at the intersection of Park/Princeton should contain a planting bed for perennials and annuals meeting requirements of 9.3.1 | Complies on Princeton w/ 21.46'<br>Does not comply on Park where a 13' streetscape + 5' build-to-zone would place the building 18' back from curb.<br>Building is 14' from curb and includes a 7' sidewalk and 7' of landscape. Building is 5' from property line<br>It is recommended that the Plat of Subdivision commit the owner and successors to maintenance of 2' landscape encroachment.<br>Unique to this parcel, Village moved the curb south to create street parking. Pushing building 28' back contradicts MX District intent to place buildings close to the lot line. | Variance of 4' required for reduced streetscape on Park |

| | | | | | |
|---|---|---|---|---|---|
| | Sec. 7.2 MINIMUM PARKING RATIOS | 1 parking space / bedroom<br><br>37 bedrooms | 33 parking spaces | Parking requirements could be met through a variety of changes which could include shrinking the building footprint, reducing bedroom count, or including commercial uses.<br>Petitioner does not believe market supports commercial. | 33 Parking spaces are provided where 37 spaces are required. Variance for 4 parking spaces. |
| | Sec. 7.9 Parking Area Design | Stall Width – 9'<br>Stall length – 18'<br>Aisle width 24' | Perpendicular parking south of building include 16.5' stall with 2.5' overhang, with 6.82 property and 15' alley to create a 21.82' alley width. | Hardship is supported as this property's situation is unique – angular geometry of the property and existing adjacent conditions were not created by the petitioner. | Variation - 2.18' |
| | Sec. 9.3 Visibility Triangle – corner lots | Nothing to be placed in the triangle formed by 2 lines that begin at point of intersection of the lots street lot lines and extend for 20' along each street lot line. | | The conflict in the Code supports a hardship. Relief from the Visibility Triangle **(Sec. 9.3**) is warranted in order to accommodate the required build-to-zones. The triangle simply cannot be provided with a 5' build-to zone. | Variation |

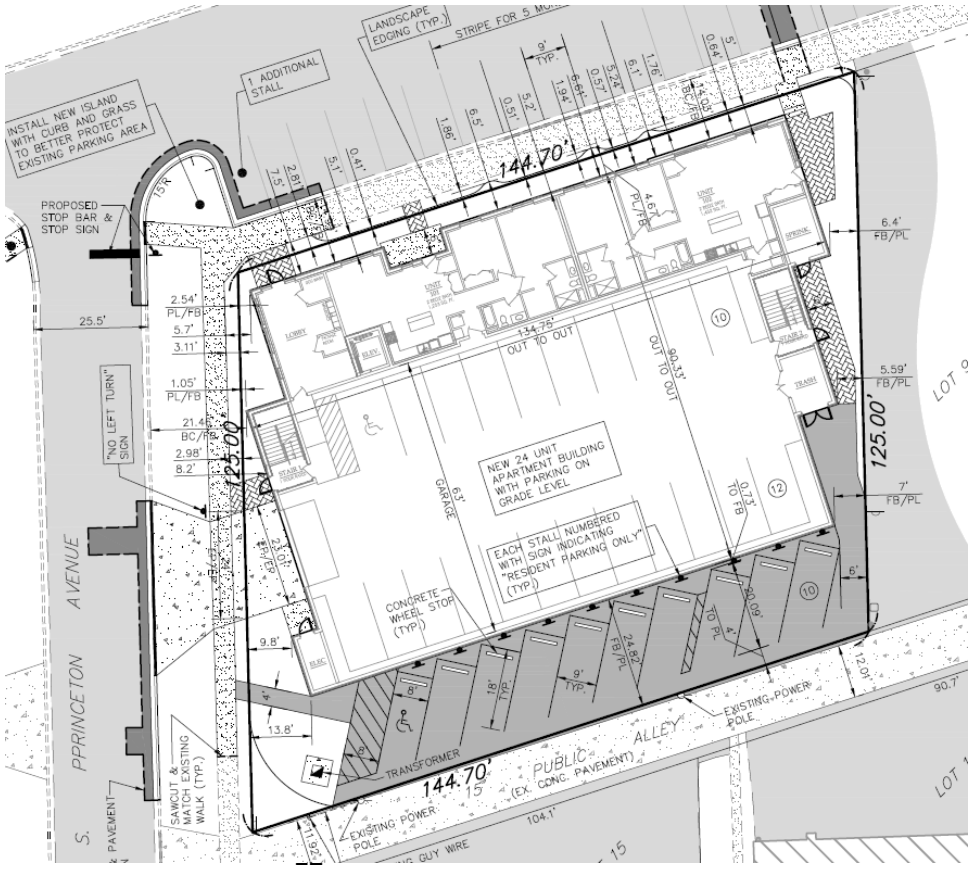
*Current Site Plan (June 17, 2022)*:



*Original Concept Site Plan*
*(April 28, 2022:*




*Site Plan*
*(June 1, 2022)*:



**Findings of Fact:**
The Planning and Zoning Commission considered a Findings of Fact for each variance request individually; their Findings are Exhibit 1. The justification for Variation submitted by the Petitioner is Exhibit 2.

**Standards for a Variance**

Per 11.1.7. - Decision-Making Criteria; Burden of Proof or Persuasion, the burden of proof is on the Petitioner.

In considering a variance request the Commission considered consider the standards set forth in 11.5.1 and 11.5.2 of the Zoning Code:

11.5.1. - Intent

A variation is a grant of relief to a property owner from strict compliance with the regulations of this zoning ordinance. The intent of a variation is not to simply remove an inconvenience or financial burden that may result from compliance with applicable zoning requirements. Variations are intended to help alleviate a practical difficulty or particular hardship that would be caused by the literal enforcement of the subject ordinance requirements. They are intended to provide site-specific relief when the requirements of this zoning ordinance render land difficult or impossible to use because of some unique or special characteristic of the property itself.

11.5.2. - Authorized Variations

The planning and zoning commission is authorized to recommend and the village board is authorized to grant a variation of any regulation in this zoning ordinance, except that the variation procedures may not be used to do any of the following:

A. Allow a principal use in a zoning district that is not otherwise allowed in that zoning district (i.e., "use variations" are prohibited);

B. Waive, modify, or amend any definition or use classification;

C. Waive, modify, or otherwise vary any of the review and approval procedures of this article; or

D. Waive, vary, modify, or otherwise override a condition of approval or requirement imposed by an authorized decision-making body or the state or federal government; or

E. Waive, vary, or modify applicable residential density regulations, provided that this provision is not intended to prohibit variations to minimum lot area or width requirements that apply to lots occupied by a single dwelling unit.

Further, Section 11-13-5 of the Illinois Municipal Code provides that variations may be granted “in cases where there are practical difficulties or particular hardship in the way of carrying out the strict letter of any of those regulations relating to the use, construction, or alteration of buildings or structures or the use of land.” (65 ILCS 5/11-13-5).

The Village Board should determine if the petitioner has sufficiently made their case for each Variance.

**Planning and Zoning Recommendation:**

At the June 30, 2022 public hearing, on a motion to recommend approval, the Planning & Zoning Commission voted 6-0 regarding the following four variance requests:

1. A motion to approve less than 24’ wide aisle width, per Sec. 7.9 Parking Area Design, based upon the

Findings of Fact identified in the record for PZ 22-0005.

2. A motion to approve garage entry on the side yard (Princeton Ave.), where only rear entrance is permitted per Sec. 4.4.3.A.10 Permitted Garage Entrance Location, based upon the Findings of Fact identified in the record for PZ 22-0005.
3. A motion to approve a Streetscape area from 0' to 10', where Minimum 13 ft. streetscape area is required along street frontages, per Sec. 4.5.2 Build-To-Zone, based upon the Findings of Fact identified in the record for PZ 22-0005.
4. A motion to grant relief from the Visibility Triangle, per Sec. 9.3.Visibility Triangle, in order to accommodate required build-to-zones; based upon the Findings of Fact identified in the record for PZ 22-0005.

At the June 30, 2022 public hearing, on a motion to recommend approval the Planning & Zoning Commission voted 3-3 regarding the following two variances, thereby failing to receive a majority vote to recommend approval of the following variations:

1. A motion to approve 85% impervious Lot Coverage and 2.5% semi-pervious Lot Coverage, where a maximum impervious coverage of 70% and an additional semi-pervious cover of 25% is allowed per Sec. 4.4.3.A.7 Maximum Impervious Cover Additional Semi-Pervious Cover, based upon the Findings of Fact identified in the record for PZ 22-0005.
2. A motion to approve 33 spaces where 37 spaces are required, per Sec 7.2 Minimum Parking Ratios, based upon the Findings of Fact identified in the record for PZ 22-0005.

**Attachments:**

| | |
|---|---|
| Exhibit 1 | Planning & Zoning Commission Findings of Fact |
| Exhibit 2 | Project Narrative, by Ross Builders, June 22, 2022 |
| Exhibit 3 | Site Plan, prepared by RWG Engineering, dated June 16, 2022 and colorized site breakdown of surface materials, prepared by RWG Engineering, dated June 17, 2022 *(as it relates to lot coverage)* |
| Exhibit 4 | Building Elevations, prepared by Studio21 Architects, dated June 16, 2022 |
| Exhibit 5 | Landscape Plan, prepared by Metz & Company, dated May 26, 2022 |
| Exhibit 6 | Preliminary Engineering Plan, prepared by RWG Engineering, dated May 26, 2022 |
| Exhibit 7 | Ardmore Flats Photometric Plan, prepared by Force Partners, dated May 25, 2022 |
| Exhibit 8 | Traffic Assessment, prepared by KLOA, dated June 21, 2022 |
| Exhibit 9 | Traffic & Safety Commission Recommendation |
| Exhibit 10 | Boundary and Topographic Survey, prepared by Gentile & Associates, dated January 7, 2022 |
| Exhibit 11 | Transcripts of June 9, 2022 and June 30, 2022 Planning & Zoning Commission Hearing |

**Planning & Zoning Commission**
**Findings of Fact**
**PZ 22-0005 Variance Request**

**27 W. Park Boulevard**

## I. Subject

Consideration of a request by Ross Builders, Inc., (petitioner) on behalf of Apex Ardmore, LLC (owner) for Zoning Variations from the Village of Villa Park Zoning Ordinance, per Article 11, Section 11.5-Variations, to allow for:

- 33 Parking spaces, where 37 spaces are required **(Sec. 7.2 Minimum Parking Ratios)**
- Less than 24' wide parking aisle width from the alley (**Sec. 7.9 Parking Area Design)**
- Garage entry on the side yard (Princeton Ave.), where only rear entrance is permitted **(Sec. 4.4.3.A.10 Permitted Garage Entrance Location)**
- 85% impervious Lot Coverage, where a maximum impervious coverage of 70% and an additional semi-pervious cover of 25% is allowed **(Sec. 4.4.3.A.7 Maximum Impervious Cover Additional Semi-Pervious Cover)**
- Streetscape area from 0' to 10', where Minimum 13 ft. streetscape area is required along street frontages (**Sec. 4.5.2 Build-To-Zone)**
- Relief from the Visibility Triangle **(Sec. 9.3 Visibility Triangle**) in order to accommodate required build-to-zones.

for the construction of a 24-unit 4 story apartment building with internal parking garage in the MX-T District at 27 W. Park.

## II. Findings

That on June 9, 2022, after due notice as required by law, the Villa Park Planning & Zoning Commission held a public hearing on the subject request concerning PZ 22-0005. There were over 50 members of the public that appeared, 19 spoke. The hearing was continued to June 30, 2022. On June 30, 2022, after due notice as required by law, the Villa Park Planning & Zoning Commission continued the public hearing on PZ 22-0005, a request for Variances for 27 W. Park. There were over 30 members of the public that appeared, 18 spoke at the June 30th hearing. Overall written comments were filed by 5 members of the community having concerns regarding the density, parking, lot coverage, area flooding, bedroom configuration, and height of the property.

The Planning and Zoning Commission has considered each variation request individually against the standards within the Village Zoning Code and made the following findings regarding each:

A. Do unique or special characteristic of the property itself or strict compliance with the zoning ordinance create a practical difficulty or hardship which warrants site specific relief, per Section 11.5.1?

B. Is the nature of the requested variance authorized by Section 11.5.2?

## III. Recommendations

The Planning & Zoning Commission has reviewed and is supportive of construction of an apartment building on the subject property. The Commission voted 6 – 0 to recommend approval of four of the variance requests indicating strict application of the zoning code or unique characteristics of the site create a hardship. The Commission voted 3 – 3 on two of the variance requests, thereby failing to receive a majority vote to recommend approval of the variations for parking relief and lot coverage, identifying the concern that the request lacked hardship caused by conditions of the site, or practical difficulties of the zoning ordinance, and not based on financial return.

**Accordingly, by a vote of 6 to 0, the Planning and Zoning Commission recommends approval of the request, subject to the conditions set forth below.**

1. **A motion to recommend approval of a parking drive aisle less than 24' wide, per Sec. 7.9 Parking Area Design, based upon the Findings of Fact identified in the record for PZ 22-0005.**

   A. Do unique or special characteristic of the property itself or strict compliance with the zoning ordinance create a practical difficulty or hardship which warrants Site specific relief, per Section 11.5.1?

   *The building will have 11 parking stalls placed perpendicular to the alley with a proposed 21.82' drive aisle which includes the public alley. The alley is integral to operation of businesses to the east and the parking for existing apartment buildings. As requested by the Village, the Petitioner has redesigned parking along the rear of the building as perpendicular which would provide choice in traffic flow for the different properties adjacent to the alley, allowing east and west use of the alley. The zoning code design requirement for a 24' drive aisle envisions parking on both sides of the aisle, not single-loaded access from a public alley. The developed property immediately adjacent to the south is not being asked to contribute land to create the 24' drive aisle. The petitioner has provided 9.5' wide spaces, wider than the code requirement of 9' to create a turning radius that is sufficient.*

   *The angular geometry of the site, a public alley at the rear property line, and existing adjacent development are current conditions not created by the petitioner which impact the design of rear parking and warrant relief.*

   B. Is the requested variance authorized by Section 11.5.2?

   *The requested variance does not allow for a principle use not otherwise allowed; waive, modify, or amend any definition or use classification or any review or approval procedure; waive, vary, modify, or otherwise override a condition of approval or*

*requirement imposed by an authorized decision-making body or the state or federal government; or waive, vary, or modify applicable residential density regulations.*

**2. A motion to recommend approval of a garage entry on the side yard (Princeton Ave.), where only rear entrance is permitted per Sec. 4.4.3(10), based upon the Findings of Fact identified in the record for PZ 22-0005.**

A. Do unique or special characteristic of the property itself or strict compliance with the zoning ordinance create a practical difficulty or hardship which warrants site specific relief, per Section 11.5.1?

*As an urban design consideration, the code envisions entrances to internal garages or surface lots be from the rear yard of properties in the MX Districts to create a continuous building wall on the primary street. Park Boulevard is considered the Primary Street (front yard) because it fronts civic space (the Prairie Path). The existing alley is not set on a 90-degree angle to the property. The angular geometry of the site negatively impacts the ability to place the entrance in the rear and would result in lost parking spaces in both the garage and outside parking. Additionally, placing the parking garage entrance in the rear would increase traffic on the alley.*

*The Code does allow for entry to garages from a non-primary street with an Administrative Adjustment. The Commission finds the request is warranted here and creates better site design than an entrance from the rear yard, off the alley.*

B. Is the requested variance authorized by Section 11.5.2?

*The requested variance does not allow for a principle use not otherwise allowed; waive, modify, or amend any definition or use classification or any review or approval procedure; waive, vary, modify, or otherwise override a condition of approval or requirement imposed by an authorized decision-making body or the state or federal government; or waive, vary, or modify applicable residential density regulations.*

**3. A motion to recommend approval of a Streetscape area ranging from 0' to 10', where a Minimum 13 ft. streetscape area is required along street frontages, per Sec. 4.5.2 Build-To-Zone, based upon the Findings of Fact identified in the record for PZ 22-0005.**

A. Do unique or special characteristic of the property itself or strict compliance with the zoning ordinance create a practical difficulty or hardship which warrants Site specific relief, per Section 11.5.1?

*Park Boulevard is an 80' right of way with no southern parkway. At the east end of the block, buildings are at the property line with a 7' carriage walk only; the southern parkway was paved over 20 years ago to create perpendicular parking. The zoning code envisions building form close to the street in the MX Districts to create a vibrant streetscape created by a minimum 13' streetscape setback measured from the back of the existing curb with an additional building setback. When a General Building form is built in the MX-T District the building setback is to be 5 – 10'.*

*The building is proposed at 14‘ from the curb and 5’ from the property line. Proposed within the 14’ is a 7’ deep landscape area that encroaches 2’ onto the right-of way, and a 7’ sidewalk which is consistent with land parcels to the east. The Commission indicated the building setback is consistent with the building form envisioned by the zoning code. Further, introducing the landscape island at the corner of Princeton and Park will re-establish the western boundary of a traditional parkway and improve site lines for northbound turn movements onto Park Boulevard.*

*The Commission finds the existing situation of a perpendicular parking spaces built within the parkway creates a hardship when the streetscape setback and building setback are imposed.*

B. Is the requested variance authorized by Section 11.5.2?

*The requested variance does not allow for a principle use not otherwise allowed; waive, modify, or amend any definition or use classification or any review or approval procedure; waive, vary, modify, or otherwise override a condition of approval or requirement imposed by an authorized decision-making body or the state or federal government; or waive, vary, or modify applicable residential density regulations.*

**4. A motion to recommend granting relief from the Visibility Triangle, per Sec. 9.3, in order to accommodate required build-to-zones; based upon the Findings of Fact identified in the record for PZ 22-0005.**

A. Do unique or special characteristic of the property itself or strict compliance with the zoning ordinance create a practical difficulty or hardship which warrants Site specific relief, per Section 11.5.1?

*Regulations for the MX District seek to bring the buildings closer to the street to create a more pedestrian family atmosphere and to slow traffic down. The zoning code requirement for a visibility triangle exempts several MX Districts. As the Commission works through development projects in each of the new zoning districts it has become evident that the visibility triangle is not always possible. In the case of this proposal, the building is proposed 2.5’ from Princeton at the corner (where a 0-10’ setback allowed), and 5’ from Park (where a 5-10’ setback allowed). Strict application of the Zoning Code creates a practical difficulty for the development.*

*The visibility triangle distance is formed by two lines that begin at the point of intersection of the subject lot’s street lots lines and extend for a distance of 20’ along each street lot line with a third connecting line that forms the triangle. The petitioner states that a 20’ x 20’ triangle would force the building to be about 14’ from the front and side property lines.*

*The Commission found that application of the visibility triangle requirements in the code creates a conflict with the setback requirements for a General Form building in the MX District and warrants relief.*

B. Is the requested variance authorized by Section 11.5.2?

*The requested variance does not allow for a principle use not otherwise allowed; waive, modify, or amend any definition or use classification or any review or approval procedure; waive, vary, modify, or otherwise override a condition of approval or requirement imposed by an authorized decision-making body or the state or federal government; or waive, vary, or modify applicable residential density regulations.*

**The Planning and Zoning Commission voted with 3 in favor and 3 opposed to the motions to consider the following variations, thereby failing to receive a majority vote to recommend approval of the following variations:**

5. **A motion to recommend approval for 33 spaces where 37 spaces are required, per Sec 7.2, based upon the Findings of Fact identified in the record for PZ 22-0005.**

*The Planning and Zoning Commission vote was split because three commissioners did not believe the petitioner had proved the hardship and questioned if floor plans could be modified to reduce the number of bedrooms, or if commercial could be placed on the first floor. It was noted there is not one parking space indoor for each unit. The petitioner indicates he does not believe the market would support commercial and that he could build a five-story building of one-bedroom apartments with little to no variances.*

*Section 11.5.1 of the Zoning Ordinance dictates that "A variation is a grant of relief to a property owner from strict compliance with the regulations of this zoning ordinance. The intent of a variation is not to simply remove an inconvenience or financial burden that may result from compliance with applicable zoning requirements. Variations are intended to help alleviate a practical difficulty or particular hardship that would be caused by the literal enforcement of the subject ordinance requirements. They are intended to provide site-specific relief when the requirements of this zoning ordinance render land difficult or impossible to use because of some unique or special characteristic of the property itself."*

6. **A motion to recommend approval of 85% impervious Lot Coverage and 2.5% semi-pervious Lot Coverage, where a maximum impervious coverage of 70% and an additional semi-pervious cover of 25% is allowed per Sec. 4.4.3.A.7, based upon the Findings of Fact identified in the record for PZ 22-0005.**

*The Planning and Zoning Commission vote was split because three of the members of the Commission did not find the Petitioner had proven the building could not be designed to meet code requirements and that the design is based upon the financial motivation of the petitioner.*

*Section 11.5.1 of the Zoning Ordinance dictates that "A variation is a grant of relief to a property owner from strict compliance with the regulations of this zoning ordinance. The intent of a variation is not to simply remove an inconvenience or financial burden that may result from compliance with applicable zoning requirements. Variations are intended to help alleviate a practical difficulty or particular hardship that would be caused by the literal enforcement of the subject ordinance requirements. They are intended to provide site-specific relief when the requirements of this zoning ordinance render land difficult or impossible to use because of some unique or special characteristic of the property itself."*

*The original site plan with 90% impervious surface has been modified and the site plan now includes 85% impervious surface (65% building, 20% concrete/asphalt). The applicant has considered additional semi-pervious surface but has concerns over wear and tear from road salt through the winter season and the weight of vehicles over time. The proposal adds 4.76% of pervious landscaped surface on the subject property and in the spirit of the Ordinance an additional 751 sq. ft. (an amount equal to 4% of subject property) of new pervious landscaping offsite, in the public right-of-way on west and north property lines, and in a new landscape island. The petitioner noted that footprint of the proposed building accounts for 65% of the lot coverage and stormwater from the roof will be captured in gutters and downspouts, moving directly to Village storm sewers.*

**Conditions to approved variations recommended by Village Staff:**

1. Except as such plans and drawings may be modified to conform to the Village codes and ordinances, the Development shall substantially conform to the:

    - Site Plan prepared by RWG Engineering, dated June 17, 2022
    - Preliminary Engineering Plan prepared by RWG Engineering, dated May 26, 2022
    - Building elevations prepared by prepared by Studio 21 Architects, dated June 16, 2022
    - Landscape Plan prepared by Metz & Company, dated May 27, 2022
    - Photometric Plan, prepared by Force Partners, dated May 25, 2022

2. Prior to release of a Building Permit, Final Plat of Subdivision, Final Landscaping, and Final Engineering will be approved.
3. The development will conform to all village codes and regulations, except as variations are approved herein by the Village Board.
4. The petitioner will comply with the DuPage County Stormwater Ordinance and obtain all necessary permits/certifications for development, including a building permit, right-of-way permit, and a stormwater certification.

5. The petitioner, and all successors, agree to maintain the landscaping installed in the public right of way on the perimeter of the site.
6. Security systems are subject to review and approval by Villa Park Police Department and will include Village of Villa Park access to the closed-circuit security (CCTV) system in the common areas of the complex.

**Narrative Description and Statement of Intent**
**Variances Petition – 27 W Park BL**
**Craig Ross, Petitioner**

The Petitioner is seeking approval of seven variances in order to construct a 24-unit multifamily residential building in the Mixed Transitional (MX-T) zoned parcel of land located at the southeast corner of Park BL and Princeton AV which would fall under the "General Building" requirements of the Villa Park Zoning Ordinance. The site is currently an old gas station being used as an office space. A couple of previous attempts by others to develop the property were submitted to the Village in 2005 and 2007, and ultimately approved, but failed to make it to construction.

The Villa Park MX-T district is intended to accommodate low to mid-scale residential buildings transitioning between mixed-use shopping nodes and residential uses. According to the Zoning Ordinance, the General Building designation is intended to be built close to the front and corner property lines allowing easy access to passing pedestrians and transit riders. Parking can be provided in the rear of the lot and internally in the building.

The petitioner has met with the planning staff three times since November 1, 2021. The proposal was also presented to the Traffic and Safety Commission on February 1st which gave its support at that meeting. Most recently, the petitioner met with the Planning and Zoning Commission and neighboring community members on April 14th for further input. Further revisions to the plans have been made to accommodate this input and recommendations. The petitioner also conducted a well-attended Community Outreach meeting on June 2nd where the Public gave much positive feedback and recommendations. The petitioner also made a second presentation to the Traffic and Safety Commission on Jun 7th.

The subject property is relatively flat with a majority of the lot currently paved. The development of this site will actually decrease the storm water runoff. The intent is to create landscape areas along the Park and Princeton frontages. A landscape plan is included as part of this submittal.

Currently, the site has one curb cut on Park BL that the new proposal would eliminate, allowing for the Village to five more street parking spaces. The site plan also proposes to extend the curb along the east side of Princeton AV so that it aligns with the west side, which will also add one more street parking space, for a total of six new stalls.

The proposed exterior of the building is a mix of updated traditional and contemporary styles and materials that will include a combination of brick veneer and vertical and horizontal siding. The design of the building should fit in well with the transitional nature of the location, including a residential look and feel, and an updated design that can blend well with future nearby developments. Each unit has a recessed balcony or patio. The color selections are an updated palette of brown, grays and black, that keeps with current residential trends while still fitting in with traditional tones.

A trash enclosure is contained within the building and will be accessed from the outside on the east side of the building.

The building will be constructed with a fire suppression system and a fire alarm system for all floors. The fire suppression system will be a typical wet pipe sprinkler system.

The building will include an electronic access system tied to each unit, with keyless entry fobs for residents. Building access and entry communication systems will be the same at all access points. Security cameras will be installed at critical points with a DVR recording system.

The dwelling units are designed to appeal to median tenants that either work in Villa Park or the surrounding areas. The units will have a more contemporary design and an open floor plan including a combined kitchen and living area moved toward the front of the unit closer to large windows and a balcony/patio. The units will be comparable to condominium units as they will have upscale finishes, including stainless steel appliances, kitchen islands, in-unit washer and dryers, separate heating and cooling units, luxury vinyl flooring, etc.

**Parking Area Design Variance**
The proposed variance is necessary to address the existing alley width and the 90 degree parking stalls preferred by the Villa Park staff. The existing alley, while two-way, is 15' wide. The proposed turning radius into the parking stalls is measured at 21.82' from the edge of the stall to the south edge of the alley. Villa Park requires parking stalls to be 9' wide, but the proposal has widened them to 9.5' wide for an easier turning radius into the spaces.

The building configuration of the ground floor to accommodate a maximized number of interior parking stalls, and viable tenant space on the Park Blvd street side have dictated the building depth. The required parking stall 18' length, in the preferred 90 degree parking configuration, leave the aisle/turning radius dimension 2.18' less than the required 24'. As discussed, the width of the alley is 15', and the stalls have been widened to 9.5' from the required 9' which allows for an easier turning radius into the spaces from 21.82'.

**Foundation Landscape Variance**
The proposed variance is necessary to address the alley side of the property. In all other MX districts, and where there is no public access, foundation landscaping is not required. The alley side of the property is the appropriate space to provide parking which is what is proposed. No public access to the building is located on the rear face of the building. It would not be prudent to place landscaping against this side of the building. Lack of space, lack of sunlight, proximity to cars, and snow removal, would make maintenance of a landscape area on this side prohibitive.

This property's alley access is the appropriate place for parking and not for maintained landscaping. Limited visibility of this area and cost to maintain make landscaping an inappropriate use of this space. A pervious area will be created at the front of the parking stalls in lieu of a parking bumper to increase pervious area on the site.

**Parking Variance**
The building will have 11 one-bedroom, two bath plus den units, and 13 two-bedroom and two bath units and 33 parking spaces. Per Table 7-1, the zoning code requires one on-site parking space per bedroom.

Required parking spaces - 37
Proposed parking spaces – 33

- 22 interior parking spaces
- 11 exterior parking spaces

The petitioner is seeking a variance for 4 parking spaces.

The intention of the site layout is to create as much parking as possible on the site, both with-in the building and outside the building, while maintaining usable space on the ground floor on the Park Blvd. side to maintain the active streetscape the Village desires. With the dimensions of the site both width and depth, and the dimensions of required parking spaces and drive aisles, this layout maximizes the number of parking spaces. While Village ordinance requires one parking space per bedroom for a total of 37 spaces with the proposed development, a traffic assessment was performed by KLOA, a 3rd-party company that analyzes traffic and parking, which estimated that the parking demand for the proposed building would be between 25–32 vehicles. The proposal is above the high end of this estimation.

With this assessment, we feel we are meeting the practical standards for providing parking for such a development as we realize parking is a key factor in the viability of a multi-family development. Also, and as the parking assessment concludes, we have found that modern-day tenants have less cars, especially when they have nearby stores and restaurants that are accessible via walking and bicycle. It is now common for municipalities and developers to supply one parking space per dwelling unit. According to Yardi Matrix, a well-known national commercial real estate research firm, the national average for newly built apartment buildings in 2016 for the ratio between parking spaces and dwelling units was 1.27 for mid-rise buildings and less than 1.00 for the Chicago metropolitan area.

The approval of this variation will not negatively impact the surrounding neighborhood, nor increase hazard, increase congestion on the streets, or otherwise impair public safety. As a part of the development we are proposing 6 new on-street parking spaces on Park Blvd. for public use whether it be guest parking for the development, or parking for patronage of the local businesses along Park Blvd. and Ardmore Avenue.

Again, it is the goal to create a successful residential development that will encourage more patronage to local businesses and hopefully spur more local positive local development, and we know that only with proper parking can we attain this.

**Garage Entrance Variance**

The Zoning Ordinance, section 4.4.3(10) states that the garage entrance shall be located on the rear of the building, or a side facade garage access requires an administrative adjustment. The garage entrance location is proposed on the west elevation, or corner street facing side. While the zoning ordinance lists the requirement to be on the rear face of the building, it also indicates that this is an item that can be handled by an Administrative Adjustment to locate the garage entrance on the side of the building. The proposed garage entrance was supported in early discussions with the Planning Department as well as by the Traffic & Safety Commission. Also, the approved PUDs in 2005 and 2007 had a similarly located garage entrance.

It was discussed in both prior meetings with both the planning staff and with the Traffic & Safety Commission that a garage entrance off the alleyway would not be a viable solution due to the fact that it would significantly decrease the amount of parking that could be located on the site.

If the garage entrance were to be required on the rear of the building, a minimum of 7 parking spaces would be eliminated from the proposed plan, making it not viable to develop the site.

The site is unique in that it is a corner lot with an alley access off allowing parking to be maximized by placing exterior parking directly off the alley and a garage entrance along Princeton (secondary street).

The approval of this variation will not negatively impact the surrounding neighborhood, nor increase hazard, increase congestion on the streets, or otherwise impair public safety. During many meetings with the planning staff, Traffic & Safety Commission, and neighborhood residents, the issue of traffic entering and leaving the site has been discussed at length. Ultimately, from these discussions, it is believed that the proposed placement of parking and directional signage as proposed will disperse traffic minimizing impact in any single direction or street.

**Visibility Triangle Variance**

The Visibility Triangle referenced in section 9.3.1 seems that it would conflict with the Building Siting table's build-to zones and setbacks and Figure 4-7 required for the MX-T district. For example, the maximum Front and Corner Build-To Zones are supposed to be 10', but a 20' X 20' triangle would force the building to be about 14' from the front and side property lines. It would also seem to contradict 4.3.2.2 which states "General buildings are intended to be built close to the front and corner property lines…" The Village Staff is currently investigating ways to amend the code so that this requirement no longer applies to the MX-T district.

The proposed building is placed to continue the active streetscape to the corner, creating active, usable space along Park Blvd., as per previous discussion, is what the Village would like to see in this neighborhood. Pushing the building back from the corner would decrease active usable space, and create an unnecessary void in the streetscape at the corner.

Also, if you look at provided Site Plan, the visibility triangle seems to not apply well to this particular site. A car travelling north on Princeton stopping at the stop line, which will be moved north, see below and Site Plan, will not have their visibility of the pedestrian sidewalk blocked by the current proposed building. The non-right angle at which Park intersects and the wide parkway on Princeton, helps maintain this car's view of the sidewalk and oncoming pedestrians. The view of traffic on Park will not be affected by the building placement either. This was discussed at Traffic & Safety meeting we attended as well, and the committee members did not see an issue with how the building was sited.

The approval of this variation will not negatively impact the surrounding neighborhood, nor increase hazard, increase congestion on the streets, or otherwise impair public safety. Per discussions with the Village regarding the angle of the intersection and poor visibility of traffic on Park Blvd. for cars attempting to turn onto Park from Princeton we are proposing to extend the curb on the east side of Princeton AV north, so that it matches up with the curb on the west side of Princeton AV. This will allow the addition of a street parking space and allow the stop sign and line to be moved north so that visibility for all traffic and pedestrians is improved at the intersection.

**Maximum Impervious**

Section 4.4.3 – General Building states that 70% of the site may be impervious, plus an additional 25% semi-pervious. The total site area is 17,339 sq. ft., meaning that 12,137 sq. ft. may be impervious and an additional 4,335 sq. ft. may be semi-pervious per the requirements. The existing site, as it stands, has 15,561 sq. ft. (89.75%) of impervious area between the existing building footprint and the paved and concrete areas. The site currently has 1,778 sq. ft. (10.25%) pervious, grass area. The proposed development will contain 14,736 sq. ft. (84.99%) of impervious area and an additional 437 sq. ft. (2.52%) of semi-pervious area with permeable pavers. The proposed development will total 2,166 sq. ft. (12.49%) of pervious landscape/grass area.

This means that the proposed development will increase the amount of pervious surface area on the site by 388 sq. ft., plus create an additional 437 sq. ft. of semi-pervious area with permeable paver walkways. In addition, the proposal of the curb extension along Princeton and other ROW changes will create additional pervious area of 751 sq. ft. and 55 sq. ft. of permeable pavers that are now hardscapes off the site.

Per the zoning ordinance, 30% or 5,200 sq. ft. of the site is required to be permeable. Creating a viable building with parking, meeting the setbacks required cannot reasonably achieve this standard. For example, the entire tenant space and lobby north of the interior parking is approximately 3,200 sq. ft. If we were to take that off the building, the proposed permeable space would be at 5,057 sq. ft., still under the requirement, and certainly not a viable building, nor an active streetscape that the Village desires.

In order to create the necessary parking alone, the requirement would be difficult to achieve. The additional usage of semi-pervious space is not beneficial in this regard either as it is not

practical to use permeable pavers in parking and drive aisles as they would not hold up to the usage.

The approval of this variation will not negatively impact the surrounding neighborhood, nor increase hazard, increase congestion on the streets, or otherwise impair public safety. The current site is 89.75% impervious as it stands with no mitigation of surface storm water. The proposed development will decrease the impervious surface to 84.99%, while also making an additional 2.52% of the site semi-pervious with permeable pavers. We are also proposing to add 751 sq. ft. of permeable space and 55 sq. ft. of permeable pavers off the proposed property. In addition to this, storm water falling on the roof of the building, which accounts for 64.82% of the property will never run-off the site as it will be captured in gutters and downspouts that will direct this water directly into the Village storm sewers. This storm water mitigation should benefit the surrounding properties compared to current conditions.

**Streetscape Area/Build-to-Zone**
Section 4.4.3 – General Buildings, states that 13' minimum streetscape area is required along all frontages, measuring from the back of the existing curb onto the property. The build-to-zone requirement along Park Blvd. is 5' – 10', measured from the edge of the required streetscape onto the site. With the intent of creating a development that will one day complete the streetscape along Park Blvd from Ardmore to Princeton, it makes sense to not push this building back on the site per these zoning requirements.

As the only MX-T zoned site along this block it is the only property subject to that restriction which would disrupt the continuity of the streetscape in the future when possibly all the properties are developed. With Park Blvd. consisting of a 7' wide carriage walk in lieu of a parkway and sidewalk causes the required 13' streetscape to encroach 3'-3" over the property line, which moves the build-to-zone requirement back this distance as well. Instead of a Build-to-Zone of 5' – 10', this site requires the face of building to be 8'-3" – 13'-3".

The overall depth of the property also creates issues. Parking stall, drive aisle and vehicle turning radius dimensions are standards that shape and proportion the rear three-quarters of the property. Per previous discussions with the Village staff we are providing a 4' walkway between the property line and the exterior tenant parking, then 20'-10" to the building. The depth of the interior parking garage is 64'-8" including wall thickness. This puts the wall face of the parking garage facing Park Blvd., 30'-4" off of the front property line and 40'-2" from the back of curb. These necessary proportions make creating a viable, usable space in front of the parking, that will create an active streetscape and meet the dual requirement of a 13' Streetscape and a 5' – 10' Build-to-Zone, extremely limiting.

The site being zoned MX-T, when all adjacent properties on Park Blvd. are MX-2, means that this is the only property on the block subjected to this increased setback. In previous meetings and discussions with the Village, this was discussed as possibly having a negative impact the desired Park Blvd. streetscape as future properties develop.

The approval of this variation will not negatively impact the surrounding neighborhood, nor increase hazard, increase congestion on the streets, or otherwise impair public safety.
By siting the building as proposed, we believe this is keeping in-line with the Village's wishes to design a vibrant streetscape with continuity. The proposed building will be sited 14.32' from the back of the existing curb along Park Blvd. The variance request can be looked at as decreasing the minimum required streetscape to 9.32' from the required 13', or decreasing the build-to-zone requirement to 1.32' – 10'. Between the building face and the back of curb will be a 7.32' wide area of landscaping/grass, and the existing 7' wide public sidewalk. Again, this is proposal is keeping in-line with the requirements of future developments along Park Blvd. on this block.
Also, by moving the building closer to Park Blvd., and decreasing the depth of the building, we are able to provide a walkway along the alley for tenants who park in the exterior spaces to walk safely to the public walkway on Princeton to the building entrance.

**Conclusion and Statement of Intent**

The proposed development is a long-term investment both for the Petitioner and for the Village, every effort will be made to develop and construct the proposed building to a high standard and source occupants that will be beneficial for the residents of Villa Park. The Petitioner intends to retain ownership of the project and have direct involvement in the management, operations and maintenance of the project.

**Variation #1 (*Submitted by the Petitioner)***

For a Variation from Article 7, Section 7.2, Table 7-1 of the Zoning Ordinance to wit:
*The minimum parking ratio for a multi-unit residential building is to be one parking space per bedroom proposed within the development*

**Responses to Statements 1 – 4 on the Variation Form**

The building will have 11 one-bedroom units, and 13 two-bedroom and two bath units and 33 parking spaces. Per Table 7-1, the zoning code requires one on-site parking space per bedroom.

Required parking spaces - 37

Proposed parking spaces – 33

- 22 interior parking spaces
- 11 exterior parking spaces

The petitioner is seeking a variance for 4 parking spaces.

1. The intention of the site layout is to create as much parking as possible on the site, both with-in the building and outside the building, while maintaining usable space on the ground floor on the Park Blvd. side to maintain the active streetscape the Village desires. With the dimensions of the site both width and depth, and the dimensions of required parking spaces and drive aisles, this layout maximizes the number of parking spaces. While Village ordinance requires one parking space per bedroom for a total of 37 spaces with the proposed development, a traffic assessment was performed by KLOA, a 3rd-party company that analyzes traffic and parking, which estimated that the parking demand for the proposed building would be between 25–32 vehicles. Our proposal meets the high end of this estimation.

2. With this assessment, we feel we are meeting the practical standards for providing parking for such a development as we realize parking is a key factor in the viability of a multi-family development. Also, and as the parking assessment concludes, we have found that modern-day tenants have less cars, especially when they have nearby stores and restaurants that are accessible via walking and bicycle. It is now common for municipalities and developers to supply one parking space per dwelling unit. According to Yardi Matrix, a well-known national commercial real estate research firm, the national average for newly built apartment buildings in 2016 for the ratio between parking spaces and dwelling units was 1.27 for mid-rise buildings and less than 1.00 for the Chicago metropolitan area.

3. This properties situation is unique in the following respect that the site proportions and other regulations proposed on the site leave a limited amount of square footage available for parking. The proposed layout of the site and ground floor are the most efficient way to comply with the other regulations of zoning ordinance Article 4, while maximizing the number of parking spaces that can be provided. The parking evaluation provided indicates that the proposed number of spaces provided on-site will be sufficient to meet the demands of the building, as well as the available street parking along Park Blvd., which will increase with the elimination of the current curb cut on that side, that will provide additional day-time visitor and short-term tenant parking.

4. The approval of this variation will not negatively impact the surrounding neighborhood, nor increase hazard, increase congestion on the streets, or otherwise impair public safety. As a part of the development we are proposing 6 new on-street parking spaces on Park Blvd. for public use whether it be guest parking for the development, or parking for patronage of the local businesses along Park Blvd. and Ardmore Avenue. Again, it is the goal to create a successful residential development that will encourage more patronage to local businesses and hopefully spur more local positive local development, and we know that only with proper parking can we attain this.

**Garage Entrance Variance (*Submitted by the Petitioner)***

For a Variation from Article 4, Section 4.4.3(10) of the Zoning Ordinance to wit:

*Permitted garage entrance locations in the MX-T district for a "General Building" type shall be located on the rear facade.*

1. **State the particular hardship and/or practical difficulty created for you in carrying out the strict letter of the zoning regulations to wit:**
   *The Zoning Ordinance, section 4.4.3(10) states that the garage entrance shall be located on the rear of the building, or a side facade garage access requires an administrative adjustment. The garage entrance location is proposed on the west elevation, or corner street facing side. While the zoning ordinance lists the requirement to be on the rear face of the building, it also indicates that this is an item that can be handled by an Administrative Adjustment to locate the garage entrance on the side of the building. The proposed garage entrance was supported in early discussions with the Planning Department as well as by the Traffic & Safety Commission. Also, the approved PUDs in 2005 and 2007 had a similarly located garage entrance. It was discussed in both prior meetings with both the planning staff and with the Traffic & Safety Commission that a garage entrance off the alleyway would not be a viable solution due to the fact that it would significantly decrease the amount of parking that could be located on the site.*

2. **A reasonable return or use of your property is not possible under the existing regulations because:**
   *If the garage entrance were to be required on the rear of the building, a minimum of 7 parking spaces would be eliminated from the proposed plan, making it not viable to develop the site.*

3. **Your situation is unique (not applicable in other properties in the area or zoning classification) in the following respect:**
   *The site is unique in that it is a corner lot with an alley access off allowing parking to be maximized by placing exterior parking directly off the alley and a garage entrance along Princeton (secondary street).*

4. **The variation will not alter the essential character of the locality, impair an adequate supply of light and air to adjacent property; not increase hazard from fire; not impair property values in the neighborhood; not unduly increase congestion in the streets, or otherwise impair public safety; health and convenience because:**
   *The approval of this variation will not negatively impact the surrounding neighborhood, nor increase hazard, increase congestion on the streets, or otherwise impair public safety. During many meetings with the planning staff, Traffic & Safety Commission, and neighborhood residents, the issue of traffic entering and leaving the site has been discussed at length. Ultimately, from these discussions, it is believed that the proposed placement of parking and directional signage as proposed will disperse traffic minimizing impact in any single direction or street.*

**Visibility Triangle Variance** (***Submitted by the Petitioner)***

For a Variation from Article 9, Section 9.3.1 of the Zoning Ordinance to wit:

*On corner lots in MX-T districts, nothing may be erected, placed, planted, or allowed to grow between a height of 3' – 10' above grade within the required visibility triangle, which is formed by two lines that begin at the point of intersection of the subject lot's street lots lines and extend for a distance of 20' along each street lot line and a third connecting line that forms the triangle.*

1. **State the particular hardship and/or practical difficulty created for you in carrying out the strict letter of the zoning regulations to wit:**
   *The Visibility Triangle referenced in section 9.3.1 seems that it would conflict with the Building Siting table's build-to zones and setbacks and Figure 4-7 required for the MX-T district. For example, the maximum Front and Corner Build-To Zones are supposed to be 10', but a 20' X 20' triangle would force the building to be about 14' from the front and side property lines. It would also seem to contradict 4.3.2.2 which states "General buildings are intended to be built close to the front and corner property lines…" The Village Staff is currently investigating ways to amend the code so that this requirement no longer applies to the MX-T district.*

2. **A reasonable return or use of your property is not possible under the existing regulations because:**
   *The proposed building is placed to continue the active streetscape to the corner, creating active, usable space along Park Blvd., as per previous discussion, is what the Village would like to see in this neighborhood. Pushing the building back from the corner would decrease active usable space, and create an unnecessary void in the streetscape at the corner.*

3. **Your situation is unique (not applicable in other properties in the area or zoning classification) in the following respect:**
   *The site is unique in that if you look at provided Site Plan, the visibility triangle seems to not apply well to this particular site. A car travelling north on Princeton stopping at the stop line, which will be moved north, see below and Site Plan, will not have their visibility of the pedestrian sidewalk blocked by the current proposed building. The non-right angle at which Park intersects and the wide parkway on Princeton, helps maintain this car's view of the sidewalk and oncoming pedestrians. The view of traffic on Park will not be affected by the building placement either. This was discussed at Traffic & Safety meeting we attended as well, and the committee members did not see an issue with how the building was sited.*

4. **The variation will not alter the essential character of the locality, impair an adequate supply of light and air to adjacent property; not increase hazard from fire; not impair property values in the neighborhood; not unduly increase congestion in the streets, or otherwise impair public safety; health and convenience because:**
   *The approval of this variation will not negatively impact the surrounding neighborhood, nor increase hazard, increase congestion on the streets, or otherwise impair public safety. Per discussions with the Village regarding the angle of the intersection and poor*

*visibility of traffic on Park Blvd. for cars attempting to turn onto Park from Princeton we are proposing to extend the curb on the east side of Princeton AV north, so that it matches up with the curb on the west side of Princeton AV.  This will allow the addition of a street parking space and allow the stop sign and line to be moved north so that visibility for all traffic and pedestrians is improved at the intersection.*

**Variation #4 (*Submitted by the Petitioner)***

For a Variation from Article 4, Section 4.4.3 of the Zoning Ordinance to wit:

*On lots in the MX-T district which are designated as "General Building" the maximum impervious cover shall be 70% with an additional 25% of allowed semi-pervious cover.*

**Responses to Statements 1 – 4 on the Variation Form**

1. Section 4.4.3 – General Building states that 70% of the site may be impervious, plus an additional 25% semi-pervious. The total site area is 17,339 sq. ft., meaning that 12,137 sq. ft. may be impervious and 4,335 sq. ft. may be semi-pervious per the requirements. The existing site, as it stands, has 15,561 sq. ft. (89.75%) of impervious area between the existing building footprint and the paved and concrete areas. The site currently has 1,778 sq. ft. (10.25%) pervious, grass area. The proposed development will contain 14,736 sq. ft. (84.99%) of impervious area and an additional 437 sq. ft. (2.52%) of semi-pervious area with permeable pavers. The proposed development will total 2,166 sq. ft. (12.49%) of pervious landscape/grass area. This means that the proposed development will increase the amount of pervious surface area on the site by 388 sq. ft., plus create an additional 437 sq. ft. of semi-pervious area with permeable paver walkways. In addition, the proposal of the curb extension along Princeton will create additional pervious area that was once hardscape off the site.

2. Per the zoning ordinance, 30% or 5,200 sq. ft. of the site is required to be permeable. Creating a viable building with parking, meeting the setbacks required cannot reasonably achieve this standard. For example, the entire tenant space and lobby north of the interior parking is approximately 3,200 sq. ft. If we were to take that off the building, the proposed permeable space would be at 5,057 sq. ft., still under the requirement, and certainly not a viable building, nor an active streetscape that the Village desires.

3. The site dimensions are such that in order to create the necessary parking alone, the requirement would be difficult to achieve. The additional usage of semi-pervious space is not beneficial in this regard either as it is not practical to use permeable pavers in parking and drive aisles as they would not hold up to the usage.

4. The approval of this variation will not negatively impact the surrounding neighborhood, nor increase hazard, increase congestion on the streets, or otherwise impair public safety. The current site is 89.75% impervious as it stands with no mitigation of surface storm water. The proposed development will decrease the impervious surface to 84.99%, while also making an additional 2.52% of the site semi-pervious with permeable pavers. We are also proposing to add 751 sq. ft. of permeable space and 55 sq. ft. of permeable pavers off the proposed property where we are extending the Princeton curb line and other ROW changes. In addition to this, storm water falling on the roof of the building, which accounts for 64.82% of the property will never run-off the site as it will be captured in gutters and downspouts that will direct this water directly into the Village storm sewers. This storm water mitigation should benefit the surrounding properties compared to current conditions.

**Streetscape Area/Build-to-Zone (*Submitted by the Petitioner)***

For a Variation from Article 4, Section 4.4.3 of the Zoning Ordinance to wit:

*On lots in the MX-T district which are designated as "General Building" the Front Build-to-Zone shall be 5' – 10' starting from the edge of the 13' required streetscape measured from the back of curb onto the property.*

1. **State the particular hardship and/or practical difficulty created for you in carrying out the strict letter of the zoning regulations to wit:**
   *Section 4.4.3 – General Buildings, states that 13' minimum streetscape area is required along all frontages, measuring from the back of the existing curb onto the property. The build-to-zone requirement along Park Blvd. is 5' – 10', measured from the edge of the required streetscape onto the site. With the intent of creating a development that will one day complete the streetscape along Park Blvd from Ardmore to Princeton, it makes sense to not push this building back on the site per these zoning requirements. As the only MX-T zoned site along this block it is the only property subject to that restriction which would disrupt the continuity of the streetscape in the future when possibly all the properties are developed. With Park Blvd. consisting of a 7' wide carriage walk in lieu of a parkway and sidewalk causes the required 13' streetscape to encroach 3'-3" over the property line, which moves the build-to-zone requirement back this distance as well. Instead of a Build-to-Zone of 5' – 10', this site requires the face of building to be 8'-3" – 13'-3".*

2. **A reasonable return or use of your property is not possible under the existing regulations because:**
   *The overall depth of the property also creates issues. Parking stall, drive aisle and vehicle turning radius dimensions are standards that shape and proportion the rear three-quarters of the property. Per previous discussions with the Village staff we are providing a 4' walkway between the property line and the exterior tenant parking, then 20'-10" to the building. The depth of the interior parking garage is 64'-8" including wall thickness. This puts the wall face of the parking garage facing Park Blvd., 30'-4" off of the front property line and 40'-2" from the back of curb. These necessary proportions make creating a viable, usable space in front of the parking, that will create an active streetscape and meet the dual requirement of a 13' Streetscape and a 5' – 10' Build-to-Zone, extremely limiting.*

3. **Your situation is unique (not applicable in other properties in the area or zoning classification) in the following respect:**
   *The site being zoned MX-T, when all adjacent properties on Park Blvd. are MX-2, means that this is the only property on the block subjected to this increased setback. In previous meetings and discussions with the Village, this was discussed as possibly having a negative impact the desired Park Blvd. streetscape as future properties develop.*

4. **The variation will not alter the essential character of the locality, impair an adequate supply of light and air to adjacent property; not increase hazard from fire; not impair property values in the neighborhood; not unduly increase congestion in the streets, or otherwise impair public safety; health and convenience because:**

*The approval of this variation will not negatively impact the surrounding neighborhood, nor increase hazard, increase congestion on the streets, or otherwise impair public safety. By siting the building as proposed, we believe this is keeping in-line with the Village's wishes to design a vibrant streetscape with continuity. The proposed building will be sited 14.32' from the back of the existing curb along Park Blvd. The variance request can be looked at as decreasing the minimum required streetscape to 9.32' from the required 13', or decreasing the build-to-zone requirement to 1.32' – 10'. Between the building face and the back of curb will be a 7.32' wide area of landscaping/grass, and the existing 7' wide public sidewalk. Again, this is proposal is keeping in-line with the requirements of future developments along Park Blvd. on this block. Also, by moving the building closer to Park Blvd., and decreasing the depth of the building, we are able to provide a walkway along the alley for tenants who park in the exterior spaces to walk safely to the public walkway on Princeton to the building entrance.*

**Variation #6 (*Submitted by the Petitioner)***

For a Variation from Article 7, Section 7.9 (Table 7-4) of the Zoning Ordinance to wit:

*The minimum aisle width adjacent to parking at a 90 degree angle shall be 24'*

**Responses to Statements 1 – 4 on the Variation Form**

The building will have 11 perpendicular parking stalls (90-degree) to the alley with a proposed 21.82' turning radius/aisle.

1. The proposed variance is necessary to address the existing alley width and the 90 degree parking stalls preferred by the Villa Park staff. The proposed turning radius into the parking stalls is measured at 21.82' from the edge of the stall to the south edge of the alley. Villa Park requires parking stalls to be 9' wide, but the proposal has widened them to 9.5' wide to make up for the shorter turning radius.

2. The building configuration of the ground floor to accommodate a maximized number of interior parking stalls, and viable tenant space on the Park Blvd street side have dictated the building depth. The required parking stall length of 18' and the Village Staff preferred 90 degree parking configuration, leave the aisle/turning radius dimension 2.18' less than the required 24', but the proposal has widened them to 9.5' wide for an easier turning radius into the spaces.

3. This property's situation is unique in that an existing two-way alley is only 15' wide and on a non-90 degree angle to the property.

4. The approval of this variation will not negatively impact the surrounding neighborhood, nor increase hazard, increase congestion on the streets, or otherwise impair public safety. Per staff recommendation, the alley parking has been reconfigured to accommodate 90-degree parking stalls. It has been discussed that this will allow choice in traffic flow and better visibility for cars pulling in or backing out of the spaces when compared to angled parking.

**Variation #7**

For a Variation from Article 9.1.5(3) of the Zoning Ordinance to wit:

*Foundation landscaping must be provided in the form of a continuous five-foot (minimum) landscape area around the full perimeter of the building, excluding pedestrian and vehicle access points. The foundation landscape area may not be reduced by more than fifty (50) percent to accommodate pedestrian and vehicle access points.*

**Responses to Statements 1 – 4 on the Variation Form**

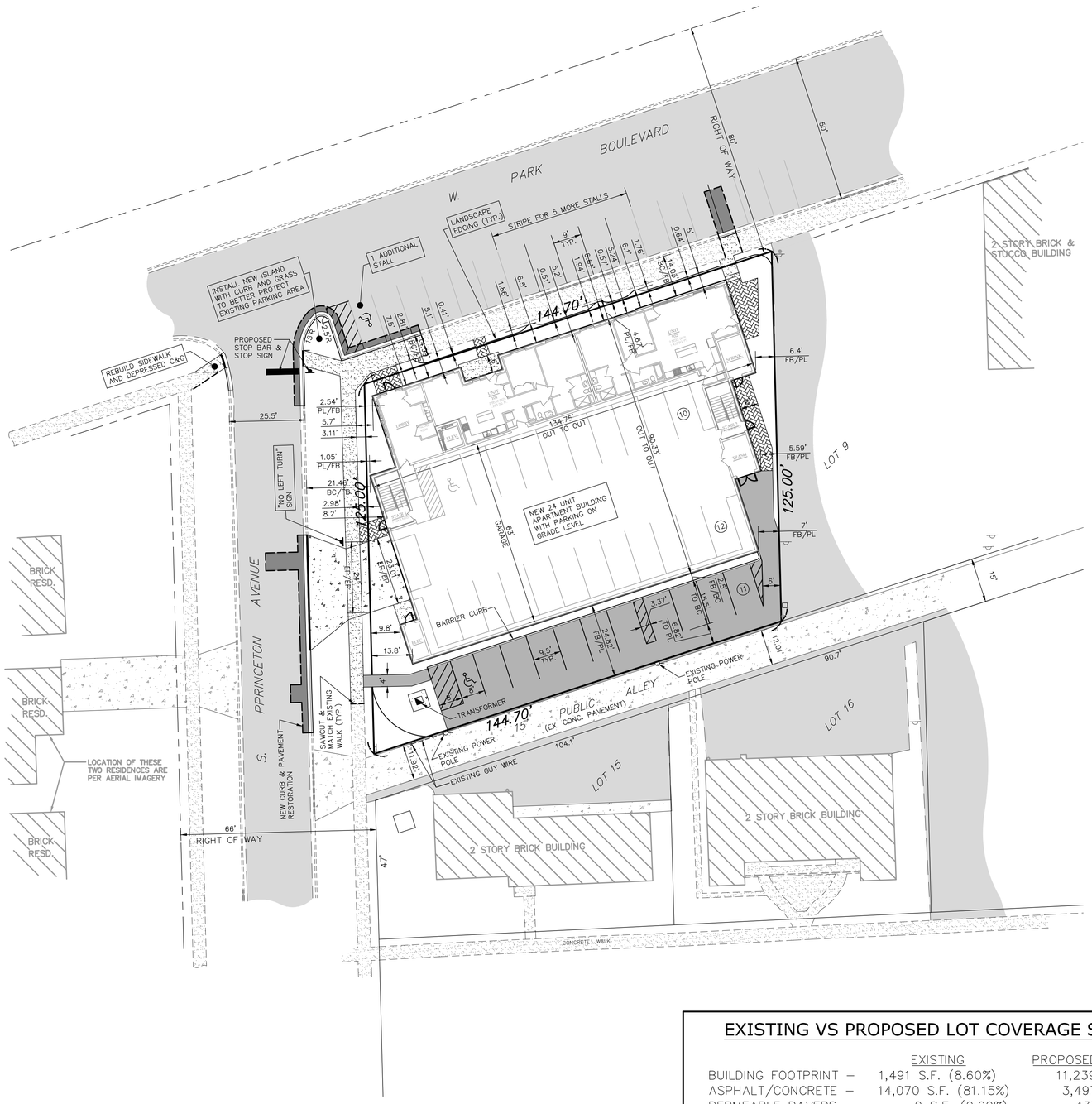
The building will be provided with foundation landscaping on both street faces.

1. The proposed variance is necessary to address the alley side of the property. In all other MX districts, and where there is no public access, foundation landscaping is not required. The alley side of the property is the appropriate space to provide parking which is what is proposed. No public access to the building is located on the rear face of the building. It would not be prudent to place landscaping against this side of the building due to lack of space, lack of sunlight, proximity to cars, and snow removal, would make maintenance of a landscape area on this side prohibitive.

2. As stated in response #1, the maintenance of what would be the required landscaping would be prohibitive. Keeping plantings alive with little sunlight exposure and harsh conditions, would be difficult and the area would be shielded by parked cars at most times leaving the landscaping primarily unseen by building tenants or public.

3. This property's alley access is the appropriate place for parking and not for maintained landscaping. Limited visibility of this area make landscaping an inappropriate use of this space. A pervious area will be created at the front of the parking stalls in lieu of a parking bumper to increase pervious area on the site, but as dictated, landscaping requiring maintenance would not be appropriate in this location.

4. The approval of this variation will not negatively impact the surrounding neighborhood, nor increase hazard, increase congestion on the streets, or otherwise impair public safety. The area that will not have foundation landscaping are the sides of the building that do not face public right-of-ways, other than the alley. The alley is used minimally by the users of that block. Visibility of these non-landscaped areas will be minimal at most. It should be noted that no other properties backing up to the alley have landscaped areas facing the alley, so the proposed development will fall in line with typical alley conditions.




## ABBREVIATIONS LEGEND:

| | | |
|---|---|---|
| EX | = | EXISTING |
| PR | = | PROPOSED |
| BC | = | BACK OF CURB |
| FC | = | FACE OF CURB |
| EP | = | EDGE OF PAVEMENT |
| PL | = | PROPERTY LINE |
| FB | = | FACE OF BUILDING |
| FW | = | FACE OF WALK (SIDEWALK) |
| ROW | = | RIGHT OF WAY |
| BC/BC | = | BACK OF CURB TO BACK OF CURB |
| SW | = | SIDEWALK |
| R | = | RADIUS |
| RW | = | RETAINING WALL |
| (TYP) | = | TYPICAL |

## SURFACE IMPROVEMENT LEGEND:

EXISTING SIDEWALK

EXISTING ASPHALT PAVEMENT

EXISTING CONCRETE

NEW ASPHALT PAVEMENT
1.5"– HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50
BITUMINOUS TACK COAT (0.05 GAL/SY)
2.5" HOT–MIX ASPHALT BINDER COURSE, IL–19, N50
BITUMINOUS PRIME COAT MC–30 (0.30 GAL/SY)
8" AGGREGATE BASE COURSE CA–6, TYPE B

PUBLIC ROAD ASPHALT PAVEMENT
MATCH EXISTING PAVEMENT CONFIGURATION AND THICKNESS PER CITY REQUIREMENTS

CONCRETE SIDEWALKS
4"– PCC SIDEWALK (4,000 PSI) – (5" PUBLIC SIDEWALK)
3"– AGGREGATE BASE COURSE TYPE B, CA–6 – (4" PUBLIC SIDEWALK)

NEW CONCRETE SLABS
8" PORTLAND CEMENT CONCRETE (4,000 PSI)
W/ 6"x6" No. 6 WELDED WIRE MESH
6" AGGREGATE BASE COURSE CA–6, TYPE B

PROPOSED CONCRETE CURB AND GUTTER

PROPOSED DEPRESSED CURB AND GUTTER

EXISTING CURB AND GUTTER

EXISTING DEPRESSED CURB AND GUTTER

## SITE GEOMETRIC AND PAVING NOTES:

1. SIDEWALK RAMPS WITH DETECTABLE WARNINGS AND DEPRESSED CURBS SHALL BE INSTALLED AT ALL SIDEWALK CROSSINGS. SEE CONSTRUCTION STANDARDS FOR SPECIFIC DETAILS.
2. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO THE BACK OF CURB, FACE OF BUILDING, OR PROPERTY LINES.
3. UNLESS OTHERWISE NOTED, ALL CURB AND GUTTER SHALL MATCH EXISTING CONCRETE CURB AND GUTTER. (SEE CONSTRUCTION STANDARDS FOR SPECIFIC DETAILS.)
4. ALL BOUNDARY AND LOT DIMENSIONS ARE SHOWN PER THE SITE PLAT PREPARED BY GENTILE AND ASSOCIATES, INC. AND DATED JANUARY 7, 2022.
5. BUILDING DIMENSIONS HAVE BEEN INDICATED HEREON BASED UPON ARCHITECTURAL INFORMATION CURRENT AS OF THE BASE DATE OF THIS PLAN PREPARATION. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND ADVISE THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
6. IMPROVEMENTS ADJACENT TO BUILDINGS, IF SHOWN (SUCH AS TRUCK DOCKS, RETAINING WALLS, SIDEWALKS, CURBING, FENCING, CANOPIES, RAMPS, HANDICAP ACCESS, PLANTERS, DUMPSTERS, TRANSFORMERS, BOLLARDS, ETC) HAVE BEEN SHOWN FOR APPROXIMATE LOCATION ONLY– REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS, SPECIFICATIONS AND DETAILS.
7. THE LOCATION OF PRIVATE SIDEWALKS SHALL BE COORDINATED WITH PROPOSED DOORWAYS. CONTRACTOR TO VERIFY ACTUAL DOORWAY LOCATION WITH ARCHITECTURAL PLANS PRIOR TO CONSTRUCTING SIDEWALKS.
8. UPON COMPLETION OF PAVING OPERATIONS, THE CONTRACTOR SHALL INSTALL THE PAVEMENT MARKINGS AND STRIPES AND ALL DIRECTIONAL SIGNAGE, ETC AS SHOWN HEREON. PARKING STALL (EXCEPT FOR HC) MARKING COLOR IS WHITE. ALL ONSITE PAVEMENT MARKINGS AND STRIPES SHALL BE PAINTED WITH IDOT SPECIFICATION PAVEMENT PAINT. PARKING STALL STRIPES SHALL BE 4" WIDE. HANDICAP STALLS SHALL BE PAINTED YELLOW AND SIGNED PER FEDERAL, STATE AND LOCAL REQUIREMENTS.

## SITE DATA:

PROPOSED SITE CONDITIONS:

| | |
|---|---|
| TOTAL SITE AREA | = 17,339 S.F. (100%) |
| NEW BUILDING FOOTPRINT | = 11,239 S.F. (64.82%) |
| NEW CONCRETE PAVT./WALKS | = 491 S.F. (2.83%) |
| NEW ASPHALT PAVEMENT | = 3,006 S.F. (17.34%) |
| NEW PERMEABLE PAVERS | = 437 S.F. (2.52%) |
| NEW PERVIOUS LANDSCAPE AREA | = 2,166 S.F. (12.49%) |

PROPOSED PARKING SUMMARY:

| | |
|---|---|
| PARKING IN BUILDING | = 22 |
| PARKING IN ALLEY | = 11 |
| NEW PARKING STALLS ON PARK BLVD. | = 6 |
| TOTAL STALLS PROVIDED | = 39 |

## EXISTING VS PROPOSED LOT COVERAGE SUMMARY:

| | EXISTING | PROPOSED DEVELOPMENT |
|---|---|---|
| BUILDING FOOTPRINT – | 1,491 S.F. (8.60%) | 11,239 S.F. (64.82%) |
| ASPHALT/CONCRETE – | 14,070 S.F. (81.15%) | 3,497 S.F. (20.17%) |
| PERMEABLE PAVERS – | 0 S.F. (0.00%) | 437 S.F. (2.52%) |
| PERVIOUS LANDSCAPE AREA – | 1,778 S.F. (10.25%) | 2,166 S.F. (12.49%) |

PROPOSED DEVELOPMENT RESULTS IN AN INCREASE IN THE PERVIOUS GRASS AREA BY 388 S.F. PLUS THE CREATION OF A PERMEABLE PAVER SECTION OF 437 S.F.. IN addition TO THAT, ADJACENT OFFSITE AREAS THAT CONVERT FROM EXISTING HARDSCAPE TO PERVIOUS GRASS/LANDSCAPE AREA TOTALS TO 751 S.F.

| | DATE | REVISIONS | DRAWN BY |
|---|---|---|---|
| 1 | 05/26/22 | GENERAL REVISIONS | TLM |
| 2 | 06/01/22 | ADDED LANDSCAPE DIMENSIONS | TLM |
| 3 | 06/10/22 | REVISED ALLEY PARKING AREA | TLM |
| 4 | 06/16/22 | REVISED ALLEY PARKING AREA & LANDSCAPE ISLAND | TLM |

# ARDMORE FLATS APARTMENTS
## VILLA PARK, ILLINOIS
## SITE GEOMETRIC AND PAVING PLAN

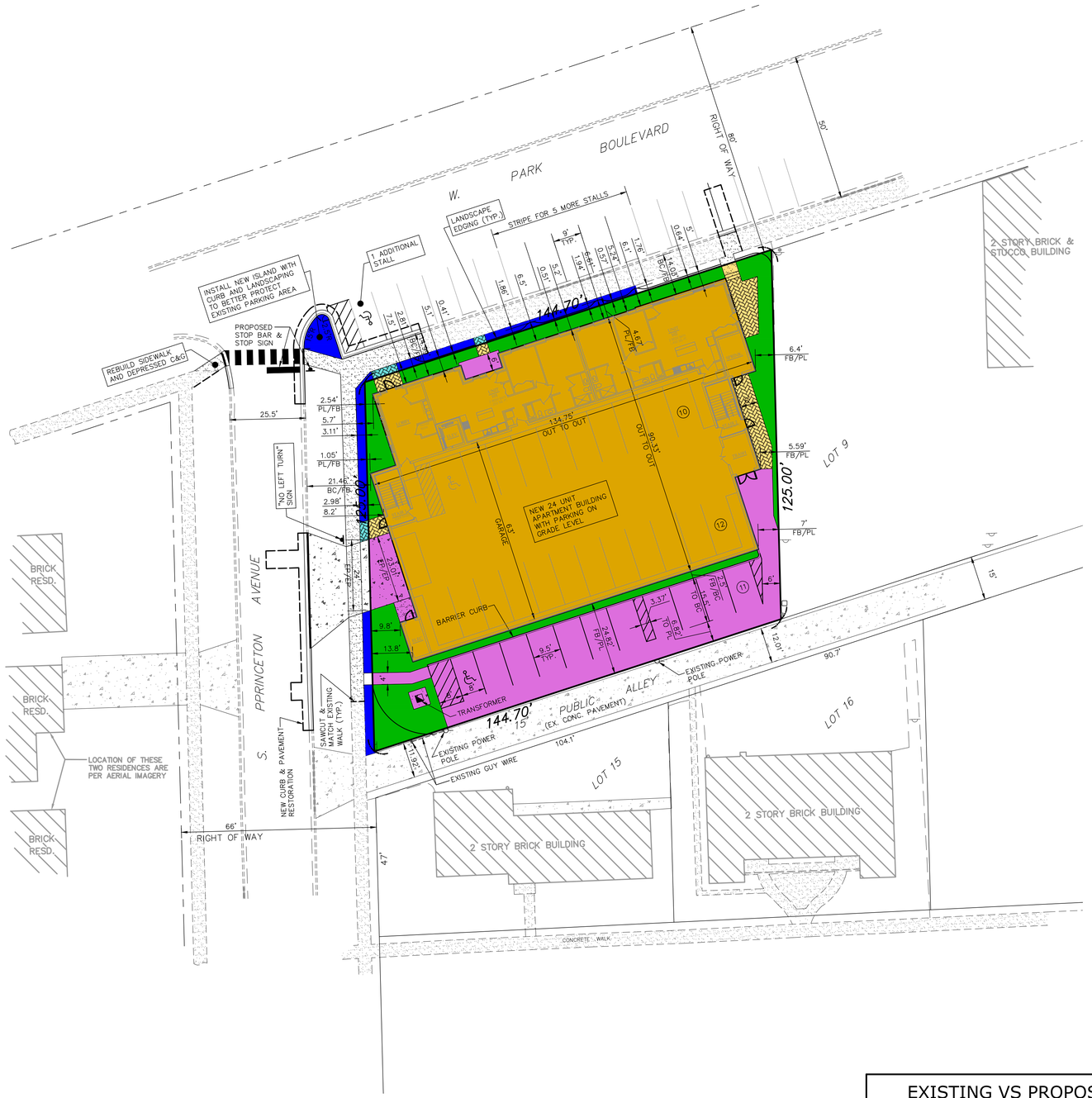
RWG Engineering, LLC
Civil Engineering ◆ Real Estate Consulting ◆ Project Management
975 E. 22nd St, Suite 400
Wheaton, IL 60189
630.480.7889
www.rwg-engineering.com

PROJECT NO. 66419521
DATE 04/28/22
SCALE 1"=20'
PROJ. MGR. RWG
PROJ. ASSOC. RWG
DRAWN BY TLM

SHEET
3 OF 7

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June 16, 2022 3:13:01 p.m. AcadVer:22.0s (LMS Tech)
Drawing: S:\66419521 – VILLA PARK APTS – ROSS\300_ENGINEERING\310_CADD\FINAL\664_BASE.DWG




GRAPHIC SCALE

20 0 10 20 40

( IN FEET )
1 inch = 20 ft.

NORTH

| DRAWN BY | REVISIONS | DATE |
|---|---|---|
| TLM | | |
| | 1 PER VILLAGE COMMENTS | 06/17/22 |

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# ARDMORE FLATS APARTMENTS
## VILLA PARK, ILLINOIS
## COLORED ONSITE BREAKDOWN

ABBREVIATIONS LEGEND:

| | | |
|---|---|---|
| EX | = | EXISTING |
| PR | = | PROPOSED |
| BC | = | BACK OF CURB |
| FC | = | FACE OF CURB |
| EP | = | EDGE OF PAVEMENT |
| PL | = | PROPERTY LINE |
| FB | = | FACE OF BUILDING |
| FW | = | FACE OF WALK (SIDEWALK) |
| ROW | = | RIGHT OF WAY |
| BC/BC | = | BACK OF CURB TO BACK OF CURB |
| SW | = | SIDEWALK |
| R | = | RADIUS |
| RW | = | RETAINING WALL |
| (TYP) | = | TYPICAL |

SURFACE IMPROVEMENT LEGEND:

EXISTING SIDEWALK

EXISTING ASPHALT PAVEMENT

EXISTING CONCRETE

NEW ASPHALT PAVEMENT
1.5"– HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50
BITUMINOUS TACK COAT (0.05 GAL/SY)
2.5" HOT–MIX ASPHALT BINDER COURSE, IL–19, N50
BITUMINOUS PRIME COAT MC–30 (0.30 GAL/SY)
8" AGGREGATE BASE COURSE CA–6, TYPE B

PUBLIC ROAD ASPHALT PAVEMENT
MATCH EXISTING PAVEMENT CONFIGURATION AND THICKNESS PER CITY REQUIREMENTS

CONCRETE SIDEWALKS
4"– PCC SIDEWALK (4,000 PSI) – (5" PUBLIC SIDEWALK)
3"– AGGREGATE BASE COURSE TYPE B, CA–6 – (4" PUBLIC SIDEWALK)

NEW CONCRETE SLABS
8" PORTLAND CEMENT CONCRETE (4,000 PSI)
W/ 6"x6" No. 6 WELDED WIRE MESH
6" AGGREGATE BASE COURSE CA–6, TYPE B

PROPOSED CONCRETE CURB AND GUTTER

PROPOSED DEPRESSED CURB AND GUTTER

EXISTING CURB AND GUTTER

EXISTING DEPRESSED CURB AND GUTTER

SITE GEOMETRIC AND PAVING NOTES:

1. SIDEWALK RAMPS WITH DETECTABLE WARNINGS AND DEPRESSED CURBS SHALL BE INSTALLED AT ALL SIDEWALK CROSSINGS. SEE CONSTRUCTION STANDARDS FOR SPECIFIC DETAILS.
2. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO THE BACK OF CURB, FACE OF BUILDING, OR PROPERTY LINES.
3. UNLESS OTHERWISE NOTED, ALL CURB AND GUTTER SHALL MATCH EXISTING CONCRETE CURB AND GUTTER. (SEE CONSTRUCTION STANDARDS FOR SPECIFIC DETAILS.)
4. ALL BOUNDARY AND LOT DIMENSIONS ARE SHOWN PER THE SITE PLAT PREPARED BY GENTILE AND ASSOCIATES, INC. AND DATED JANUARY 7, 2022.
5. BUILDING DIMENSIONS HAVE BEEN INDICATED HEREON BASED UPON ARCHITECTURAL INFORMATION CURRENT AS OF THE BASE DATE OF THIS PLAN PREPARATION. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND ADVISE THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
6. IMPROVEMENTS ADJACENT TO BUILDINGS, IF SHOWN (SUCH AS TRUCK DOCKS, RETAINING WALLS, SIDEWALKS, CURBING, FENCING, CANOPIES, RAMPS, HANDICAP ACCESS, PLANTERS, DUMPSTERS, TRANSFORMERS, BOLLARDS, ETC) HAVE BEEN SHOWN FOR APPROXIMATE LOCATION ONLY– REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS, SPECIFICATIONS AND DETAILS.
7. THE LOCATION OF PRIVATE SIDEWALKS SHALL BE COORDINATED WITH PROPOSED DOORWAYS. CONTRACTOR TO VERIFY ACTUAL DOORWAY LOCATION WITH ARCHITECTURAL PLANS PRIOR TO CONSTRUCTING SIDEWALKS.
8. UPON COMPLETION OF PAVING OPERATIONS, THE CONTRACTOR SHALL INSTALL THE PAVEMENT MARKINGS AND STRIPES AND ALL DIRECTIONAL SIGNAGE, ETC AS SHOWN HEREON. PARKING STALL (EXCEPT FOR HC) MARKING COLOR IS WHITE. ALL ONSITE PAVEMENT MARKINGS AND STRIPES SHALL BE PAINTED WITH IDOT SPECIFICATION PAVEMENT PAINT. PARKING STALL STRIPES SHALL BE 4" WIDE. HANDICAP STALLS SHALL BE PAINTED YELLOW AND SIGNED PER FEDERAL, STATE AND LOCAL REQUIREMENTS.

ONSITE BREAKDOWN LEGEND:

- BUILDING FOOTPRINT
- ASPHALT/CONCRETE
- PERMEABLE PAVERS
- PERVIOUS LANDSCAPE
- ADDITIONAL ROW LANDSCAPING
- PERMEABLE PAVERS IN ROW

## EXISTING VS PROPOSED LOT COVERAGE SUMMARY:

| | EXISTING | PROPOSED DEVELOPMENT |
|---|---|---|
| BUILDING FOOTPRINT – | 1,491 S.F. (8.60%) | 11,239 S.F. (64.82%) |
| ASPHALT/CONCRETE – | 14,070 S.F. (81.15%) | 3,497 S.F. (20.17%) |
| PERMEABLE PAVERS – | 0 S.F. (0.00%) | 437 S.F. (2.52%) |
| PERVIOUS LANDSCAPE AREA – | 1,778 S.F. (10.25%) | 2,166 S.F. (12.49%) |

PROPOSED DEVELOPMENT RESULTS IN AN INCREASE IN THE PERVIOUS GRASS AREA BY 388 S.F. PLUS THE CREATION OF A PERMEABLE PAVER SECTION OF 437 S.F.. IN ADDITION TO THAT, ADJACENT OFFSITE AREAS THAT CONVERT FROM EXISTING HARDSCAPE TO PERVIOUS GRASS/LANDSCAPE AREA TOTALS TO 751 S.F.

SITE DATA:

PROPOSED SITE CONDITIONS:

| | |
|---|---|
| TOTAL SITE AREA | = 17,339 S.F. (100%) |
| NEW BUILDING FOOTPRINT | = 11,239 S.F. (64.82%) |
| NEW CONCRETE PAVT./WALKS | = 491 S.F. (2.83%) |
| NEW ASPHALT PAVEMENT | = 3,006 S.F. (17.34%) |
| NEW PERMEABLE PAVERS | = 437 S.F. (2.52%) |
| NEW PERVIOUS LANDSCAPE AREA | = 2,166 S.F. (12.49%) |

PROPOSED PARKING SUMMARY:

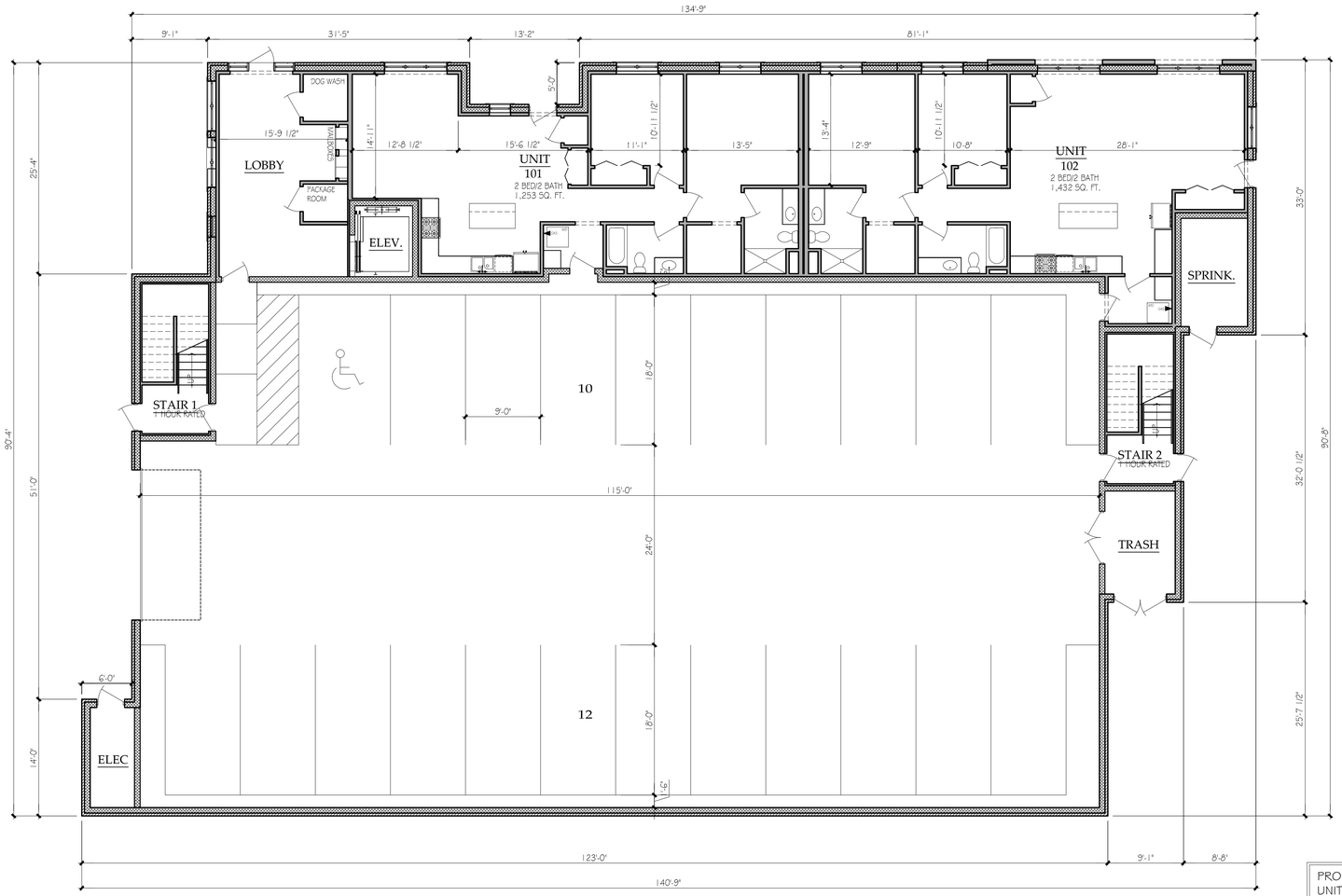
| | |
|---|---|
| PARKING IN BUILDING | = 22 |
| PARKING IN ALLEY | = 11 |
| NEW PARKING STALLS ON PARK BLVD. | = 6 |
| TOTAL STALLS PROVIDED | = 39 |

June 17, 2022 2:06:39 p.m. AcadVer:22.0s (LMS Tech)
Drawing: S:\66419521 – VILLA PARK APTS – ROSS\300_ENGINEERING\310_CADD\FINAL\664_BASE.DWG

RWG Engineering, LLC
Civil Engineering ◆ Real Estate Consulting ◆ Project Management
975 E. 22nd St. Suite 400
Wheaton, IL 60189
630.480.7889
www.rwg-engineering.com

PROJECT NO. 66419521
DATE 06/16/22
SCALE 1"=20'
PROJ. MGR. RWG
PROJ. ASSOC. RWG
DRAWN BY TLM

SHEET
1 OF 1




PROPOSED
UNIT BREAKDOWN

| FLOOR | 1 BED + DEN | 2 BED | TOTAL |
|---|---|---|---|
| 1ST FLOOR (GROUND) | 0 | 2 | 2 |
| 2ND FLOOR | 4 | 4 | 8 |
| 3RD FLOOR | 4 | 4 | 8 |
| 4TH FLOOR | 2 | 4 | 6 |
| TOTAL | 11 | 13 | 24 |

# FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

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The Ardmore Flats
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(630) 993-1445

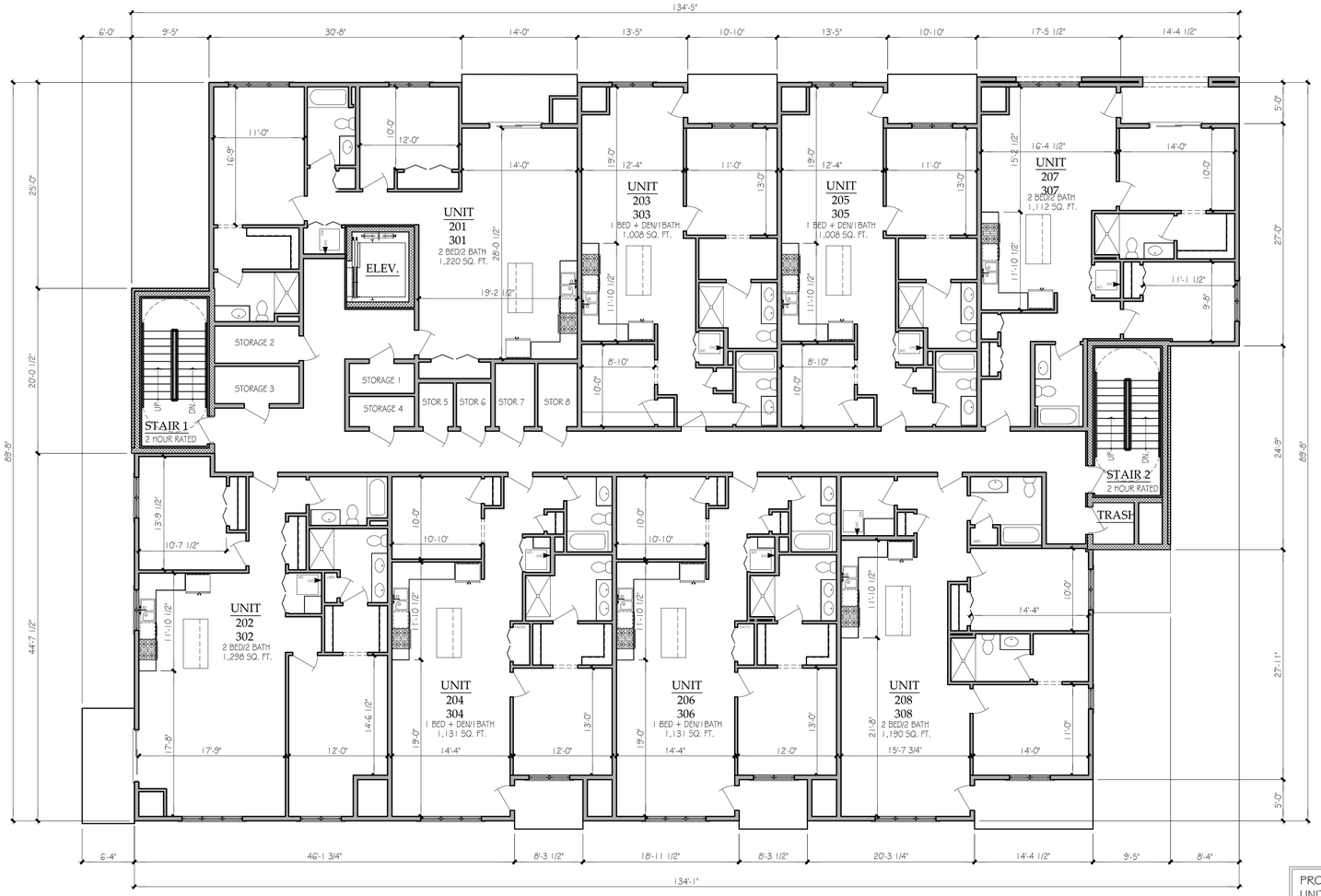
studio21 architects
5012 Fairview Ave.
Downers Grove, IL 60515
630.789.2513
studio21architects.com

DATE
06/16/22

REVISIONS

PROJECT
21294

SHEET
A1.0




PROPOSED
UNIT BREAKDOWN

| FLOOR | 1 BED + DEN | 2 BED | TOTAL |
|---|---|---|---|
| 1ST FLOOR (GROUND) | 0 | 2 | 2 |
| 2ND FLOOR | 4 | 4 | 8 |
| 3RD FLOOR | 4 | 4 | 8 |
| 4TH FLOOR | 3 | 3 | 6 |
| TOTAL | 11 | 13 | 24 |

# SECOND & THIRD FLOOR PLAN

SCALE: 1/8" = 1'-0"

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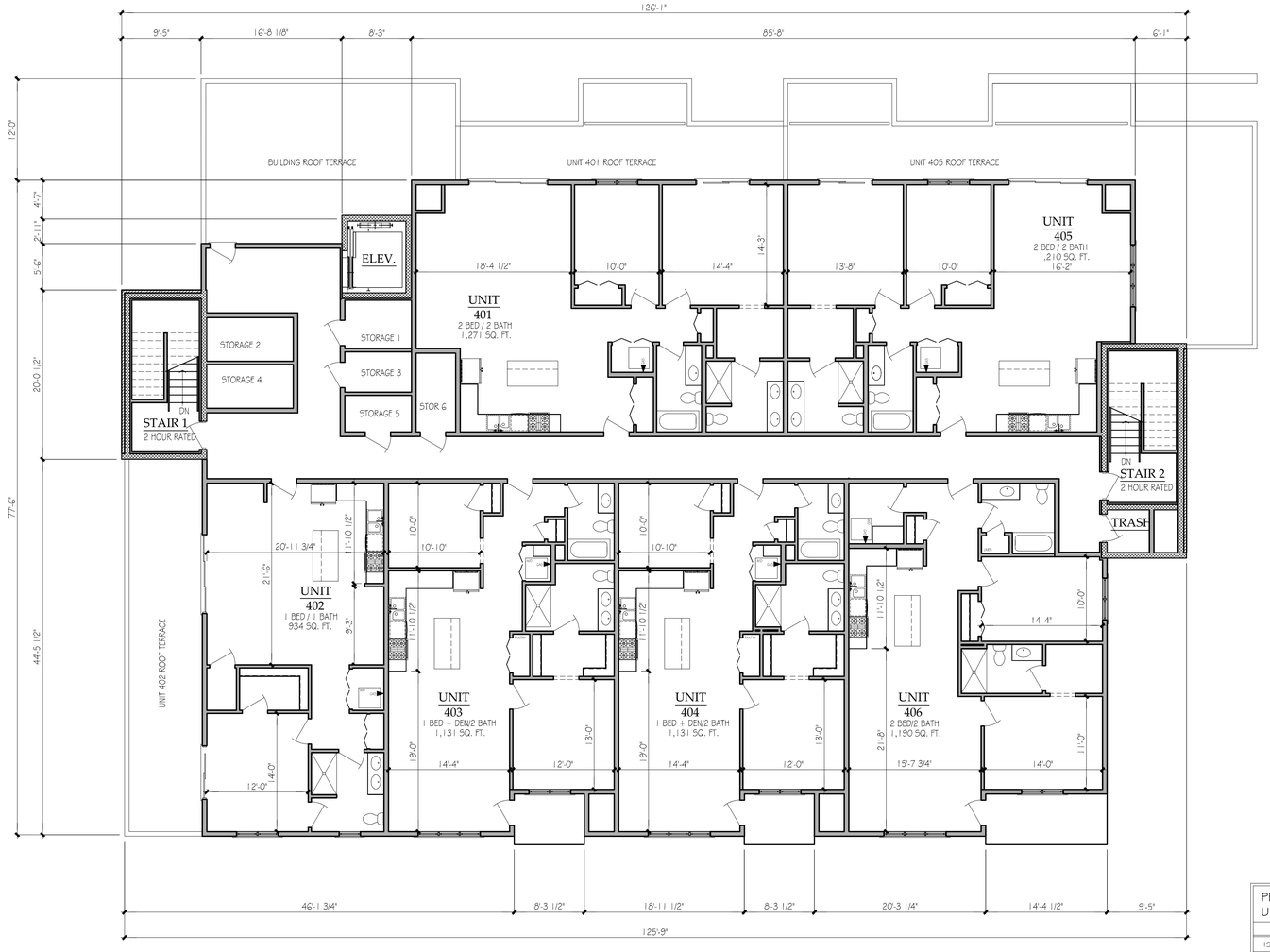
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Downers Grove, IL 60515
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studio21architects.com

DATE
06/16/22

REVISIONS

PROJECT
21294

SHEET
A2.0




PROPOSED
UNIT BREAKDOWN

| FLOOR | 1 BED + DEN | 2 BED | TOTAL |
|---|---|---|---|
| 1ST FLOOR (GROUND) | 0 | 2 | 2 |
| 2ND FLOOR | 4 | 4 | 8 |
| 3RD FLOOR | 4 | 4 | 8 |
| 4TH FLOOR | 3 | 3 | 6 |
| TOTAL | 11 | 13 | 24 |

# FOURTH FLOOR PLAN

SCALE: 1/8" = 1'-0"

N

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DATE
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REVISIONS

PROJECT
21294

SHEET
A2.1




EAST ELEVATION

EAST FACADE

BRICK – 22%
LP SMARTSIDE – 68%
FENESTRATION – 10%




NORTH ELEVATION

NORTH FACADE

BRICK – 16%
LP SMARTSIDE – 61%
FENESTRATION – 23%

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SHEET
A4.0C




WEST ELEVATION

WEST FACADE

BRICK – 16%
LP SMARTSIDE – 63%
FENESTRATION – 21%




SOUTH ELEVATION

SOUTH FACADE

BRICK – 21%
LP SMARTSIDE – 63%
FENESTRATION – 16%

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DATE
06/16/22

REVISIONS

PROJECT
21294

SHEET
A4.1C

RWG ENGINEERING, LLC
CIVIL ENGINEERING – REAL ESTATE CONSULTING – PROJECT MANAGEMENT
ILLINOIS PROFESSIONAL DESIGN FIRM #184-006370

LIMITATION OF WARRANTY OF ENGINEER'S INSTRUMENTS OF SERVICE

THE ENGINEER AND HIS CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE DELIVERABLES HEREIN BEYOND A REASONABLE DILIGENCE. IF ANY MISTAKES, OMISSIONS, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE DELIVERABLES, THE ENGINEER SHALL BE PROMPTLY NOTIFIED SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH FAILURE. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT TO THE ENGINEER, OR IN CONTRADICTION TO THE ENGINEER'S DELIVERABLES OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

# FINAL ENGINEERING PLANS
FOR
# ARDMORE FLATS APARTMENTS
## VILLA PARK, ILLINOIS

PLANS PREPARED FOR
**APEX ARDMORE, LLC**
23 NORTH LINCOLN STREET
HINSDALE, IL 60521
630-993-1445

## LEGEND

| | EXISTING | PROPOSED |
|---|---|---|
| SANITARY MANHOLE | ◎ | ◉ |
| STORM MANHOLE | ◎ | ◉ |
| CATCH BASIN | ○ | ● |
| INLET | □ | ■ |
| PRECAST FLARED END SECTION | ▷ | ▶ |
| CONCRETE HEADWALL | ⊃ | ⊃ |
| VALVE VAULT | ⊗ | ⊗ |
| VALVE BOX | ⊞ | ⊞ |
| FIRE HYDRANT | ⊃ | ⊃ |
| BUFFALO BOX | ⊕ | • |
| CLEANOUT | ⊡ | ⊡ |
| SANITARY SEWER | ◁ | ◀ |
| FORCE MAIN | ◁ | ◀ |
| STORM SEWER | ◁ | ◀ |
| WATER MAIN | | |
| CONSTRUCT WATER MAIN UNDER SEWER | | |
| GRANULAR TRENCH BACKFILL | | |
| STREET LIGHT | ☼ | ☼ |
| ELECTRICAL CABLE | E | E |
| 2" CONDUIT ENCASEMENT | | |
| ELECTRICAL TRANSFORMER OR PEDESTAL | E | ◪ |
| POWER POLE | ○ | ● |
| STREET SIGN | ▷ | ▶ |
| GAS MAIN | G | G |
| TELEPHONE LINE | T | T |
| CONTOUR | 749 | 749 |
| SPOT ELEVATION | ×(750.00) | ×750.00 |
| WETLANDS | | |
| FLOODWAY | | |
| FLOODPLAIN | | |
| HIGH WATER LEVEL (HWL) | | |
| NORMAL WATER LEVEL (NWL) | | |
| DIRECTION OF SURFACE FLOW | | |
| DITCH OR SWALE | | |
| OVERFLOW RELIEF ROUTING | | |
| SLOPE BANK | | |
| TREE WITH TRUNK SIZE | 6" 6" | |
| SOIL BORING | B-2 | B-1 |
| TOPSOIL PROBE | T-2 | T-1 |
| FENCE LINE, WIRE OR SILT | | |
| FENCE LINE, CHAIN LINK OR IRON | | |
| FENCE LINE, WOOD OR PLASTIC | | |
| CONCRETE SIDEWALK | | |
| CURB AND GUTTER | | |
| DEPRESSED CURB | | |
| REVERSE PITCH CURB & GUTTER | | |
| EASEMENT LINE | | |

## ABBREVIATIONS

| | | | |
|---|---|---|---|
| BL | BASE LINE | NWL | NORMAL WATER LEVEL |
| C | LONG CHORD OF CURVE | PC | POINT OF CURVATURE |
| C & G | CURB AND GUTTER | PT | POINT OF TANGENCY |
| CB | CATCH BASIN | PVI | POINT OF VERTICAL INTERSECTION |
| CL | CENTERLINE | R | RADIUS |
| D | DEGREE OF CURVE | ROW | RIGHT-OF-WAY |
| EP | EDGE OF PAVEMENT | SAN | SANITARY SEWER |
| FF | FINISHED FLOOR | ST | STORM SEWER |
| FG | FINISHED GRADE | T | TANGENCY OF CURVE |
| FL | FLOW LINE | TB | TOP OF BANK |
| FP | FLOODPLAIN | TC | TOP OF CURB |
| FR | FRAME | TF | TOP OF FOUNDATION |
| FW | FLOODWAY | TP | TOP OF PIPE |
| HWL | HIGH WATER LEVEL | TS | TOP OF SIDEWALK |
| INV | INVERT | TW | TOP OF WALK |
| L | LENGTH OF CURVE | WM | WATER MAIN |
| MH | MANHOLE | Δ | INTERSECTION ANGLE |

811 Know what's below. Call before you dig.
Formerly JULIE 1-800-892-0123

## LOCATION MAP




## INDEX OF SHEETS

1. TITLE SHEET
2. EXISTING CONDITIONS PLAN / DEMOLITION PLAN
3. SITE GEOMETRIC AND PAVING PLAN
4. SOIL EROSION AND SEDIMENT CONTROL (SESC) PLAN
5. GRADING PLAN / UTILITY PLAN
6. PROJECT NOTES AND SPECIFICATIONS
7. CONSTRUCTION STANDARDS AND DETAILS

## GENERAL NOTES

1. The contractor shall notify the following governmental agencies at least two working days prior to commencement of construction:
   - Village of Villa Park Public Works Department (630-834-8505)
2. The contractor shall notify all utility companies and arrange for their facilities to be located prior to work in any easement, right-of-way, or suspected utility location. Repair of any damage to existing facilities shall be the responsibility of the contractor. Utility locations shown herein are for graphic illustration only and are not to be relied upon.
3. Prior to commencement of any offsite construction, the contractor shall secure written authorization that all offsite easements have been secured, and that permission has been granted to enter onto private property.
4. Elevations shown herein reflect NAVD 1988 datum.
5. The boundary and topographic survey data for this project is based on a field survey prepared by Gentile and Associates, Inc, dated January 7, 2022. The contractor shall verify existing conditions prior to commencing construction and shall immediately notify the engineer in writing of any differing conditions.
6. RWG Engineering, LLC, it's employees and agents are not responsible for the safety of any party at or on the construction site. Safety is the sole responsibility of the contractor, and any other entity performing work at the site. Neither the owner nor the engineer assumes any responsibility for job site safety or for the means, methods or sequences of construction.
7. Except where modified by the contract documents, all work proposed hereon shall be in accordance with the following specifications, which are hereby made a part hereof:
   A. "Standard Specifications for Road and Bridge Construction in Illinois," as prepared by I.D.O.T. latest edition.
   B. "Standard Specifications for Water and Sewer Main Construction in Illinois," latest edition.
   C. "Illinois Recommended Standards for Sewage Works," as published by the I.E.P.A., latest edition.
   D. The subdivision and development codes and standards of the Village of Villa Park, as published by the Municipality.
   E. "Illinois Accessibility Code" as published by the State of Illinois Capital Development Board, effective October 23, 2018.
   F. The National Electric Code.
   G. "Illinois Urban Manual" as prepared by the U.S. Dept. of Agriculture latest edition.
8. The Village of Villa Park Development Ordinance shall take precedence if a conflict in project specifications occurs.

## BENCHMARKS

NOTES:

BENCHMARK:

DUPAGE COUNTY YK09003, PID DK3105 – STATION IS A DISK LOCATED ALONG HARVARD AVE., BETWEEN ITS INTERSECTION WITH CENTRAL BLVD. AND ITS INTERSECTION WITH PARK AVE. STATION IS 15.4 FT. EAST OF THE CENTERLINE OF HARVARD AVE., 89.5 FT. NORTH OF THE CENTERLINE OF PARK AVE., AND 79.5 FT. SOUTH OF THE CENTERLINE OF CENTRAL BLVD. MONUMENT IS 1 FT. BELOW GRADE OF GROUND AND IS FERROMAGNETIC.

ELEVATION – 707.14 (NAVD 88 DATUM)

SITE BENCHMARKS:

NO. 1 – CROSS NOTCH IN CONCRETE OF PUBLIC WALK IN SOUTH SIDE OF PARK BLVD. RIGHT OF WAY 28.44 FT. NORTHWEST (AS MEASURED DIRECTLY) OF THE NORTHEAST CORNER OF SUBJECT PROPERTY

ELEVATION – 702.33

NO. 2 – CROSS NOTCH IN CONCRETE OF PUBLIC WALK ON WEST SIDE OF PRINCETON AVE. RIGHT OF WAY 28.44 FT. NORTHWEST (AS MEASURED DIRECTLY) OF THE NORTHWEST CORNER OF SUBJECT PROPERTY.

ELEVATION – 702.82

NO. 3 – CROSS NOTCH IN PUBLIC WALK IN NORTH SIDE OF HIGHLAND AVE. RIGHT OF WAY 67.14 FT. SOUTH (AS MEASURED DIRECTLY) OF THE SOUTHWEST CORNER OF SUBJECT PROPERTY.

ELEVATION – 704.13

NO. 4 – CROSS NOTCH IN ASPHALT PAVEMENT 9.59 FT. NORTHEAST (AS MEASURED DIRECTLY) OF THE SOUTHEAST CORNER OF SUBJECT PROPERTY.

ELEVATION – 702.58

ROBERT W. GRONINGER
38423
REGISTERED PROFESSIONAL ENGINEER
OF
ILLINOIS
EXPIRATION DATE: 11/30/23

May 26, 2022 9:16:44 a.m. AcadVer:22.0s (LMS Tech)
Drawing: S:\66419521 – VILLA PARK APTS – RDGS\300_ENGINEERING\310_CADD\FINAL\664_BASE.DWG

| DRAWN BY |
|---|
| TLM |

| REVISIONS | | |
|---|---|---|
| DATE | GENERAL REVISIONS | |
| 1 05/26/22 | | |

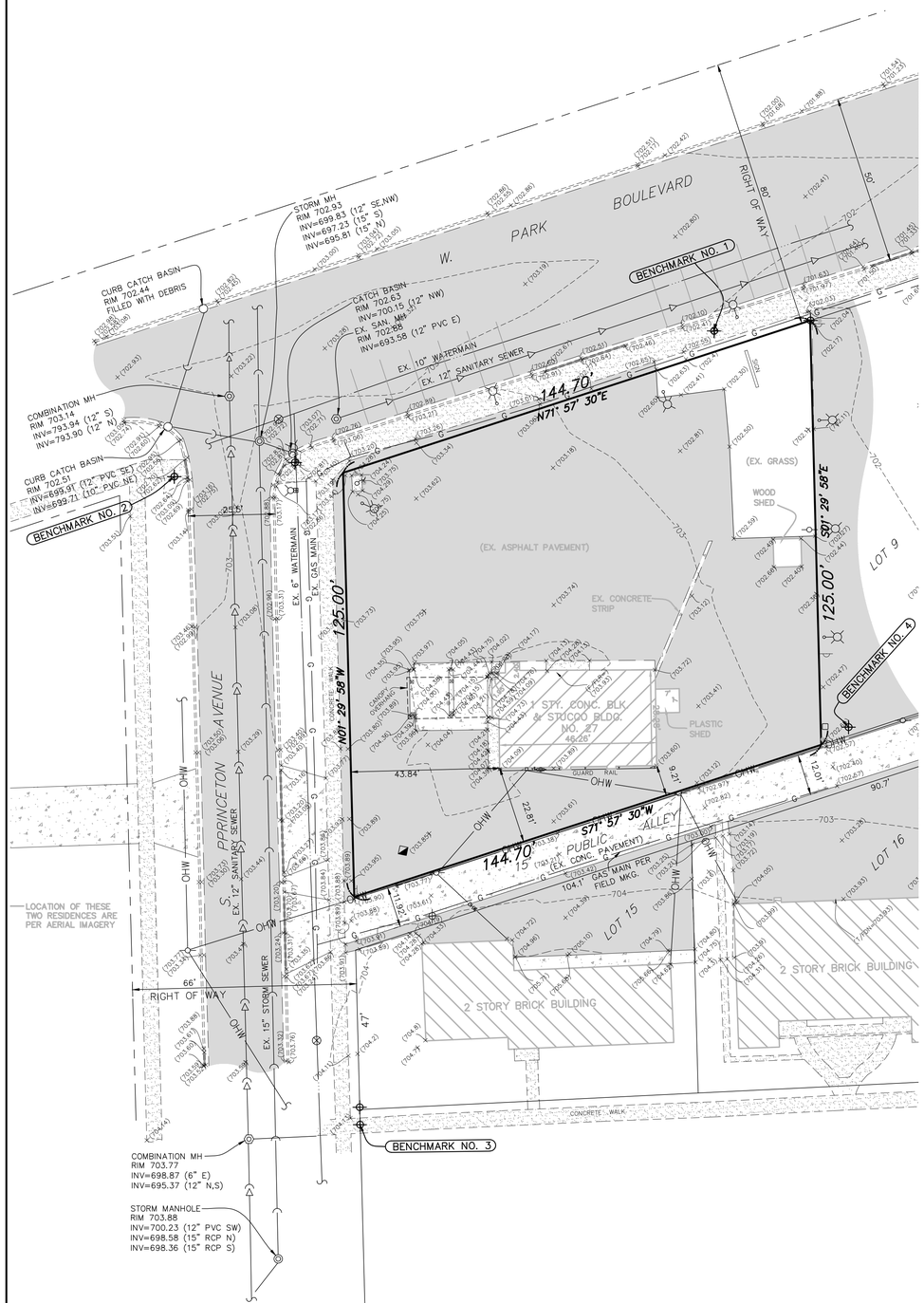
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ARDMORE FLATS APARTMENTS
VILLA PARK, ILLINOIS
TITLE SHEET

RWG Engineering, LLC
Civil Engineering ◆ Real Estate Consulting ◆ Project Management
975 E. 22nd St. Suite 400
Wheaton, IL 60189
630.480.7889
www.rwg-engineering.com

PROJECT NO. 66419521
DATE 04/28/22
SCALE NONE
PROJ. MGR. RWG
PROJ. ASSOC. RWG
DRAWN BY TLM

SHEET
1 OF 7




EXISTING CONDITIONS

GRAPHIC SCALE

20 0 10 20 40

( IN FEET )
1 inch = 20 ft.

## EXISTING PROPERTY DATA:

LOTS 10, 11, 12, 13 AND 14 IN CLARKE'S DIVISION BEING A RESUBDIVISION OF LOTS 209 AND 232 OF ARDMORE, BEING A SUBDIVISION IN SECTION 9 AND 10, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CLARKE'S DIVISION RECORDED JULY 9, 1923 AS DOCUMENT 167402, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING: 17,338.86 SQ. FT., 0.40 AC. (MORE OR LESS)

PROPERTY COMMONLY KNOWN AS: 27 W. PARK BOULEVARD, VILLA PARK, ILLINOIS. 60181

## ABBREVIATIONS LEGEND:

| | | |
|---|---|---|
| EX | = | EXISTING |
| PR | = | PROPOSED |
| BC | = | BACK OF CURB |
| FC | = | FACE OF CURB |
| EP | = | EDGE OF PAVEMENT |
| PL | = | PROPERTY LINE |
| FB | = | FACE OF BUILDING |
| FW | = | FACE OF WALK (SIDEWALK) |
| ROW | = | RIGHT OF WAY |
| BC/BC | = | BACK OF CURB TO BACK OF CURB |
| SW | = | SIDEWALK |
| R | = | RADIUS |
| RW | = | RETAINING WALL |
| (TYP) | = | TYPICAL |

## DEMOLITION NOTES:

1. EROSION CONTROL INSTALLATION SHALL BE DONE PRIOR TO COMMENCEMENT OF ANY DEMOLITION ACTIVITY
2. EXISTING ELECTRICAL AND PHONE CABLES MAY BE LOCATED WITHIN THE PROPOSED IMPROVEMENT AREA. APPROXIMATE KNOWN LOCATIONS ARE SHOWN HEREON. THE CONTRACTOR SHALL ARRANGE FOR PRECISE LOCATION OF EXISTING CABLE SERVICES AND EXERCISE EXTREME CARE WHEN WORKING AROUND THE SAME.
3. ALL STRUCTURAL PAVEMENT MATERIALS (ASPHALT, CONCRETE SIDEWALK, CURB/GUTTER) THAT CANNOT BE CRUSHED TO AN APPROVED IDOT SPECIFICATION FOR USE AS STRUCTURAL FILL SHALL BE DISPOSED OF BY THE CONTRACTOR AT AN OFFSITE LOCATION. RE-USE OF MILLED ASPHALT AND PROPERLY CRUSHED CONCRETE AS STRUCTURAL FILL IS ACCEPTABLE AND ENCOURAGED.
4. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO EXISTING AMENITIES SCHEDULED TO REMAIN. PROPER SAWCUTTING SHALL BE ACCOMPLISHED AT ALL POINTS OF CONNECTION OR INTERFACE BETWEEN EXISTING AND PROPOSED IMPROVEMENTS.
5. CONTRACTOR SHALL BE RESPONSIBLE TO HAVE ALL UNDERGROUND UTILITIES (EVEN IF NOT SHOWN ON THESE PLANS) LOCATED PRIOR TO DEMOLITION WORK. SANITARY SERVICE, WATERMAIN SERVICE, GAS, ELECTRIC, ETC SHALL BE CUT-OFF. CONTRACTOR TO COORDINATE WITH RESPECTIVE MUNICIPAL AGENCY TO ARRANGE FOR DISCONNECT.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DONE TO EXISTING UTILITIES, STREET LIGHTS, SIGNS, ETC. THAT ARE NOT INTENDED TO BE PERMANENTLY REMOVED.
7. CONTRACTOR SHALL NOTIFY THE VILLAGE OF VILLA PARK PUBLIC WORKS DEPARTMENT, ALL UTILITY COMPANIES, AND THE FIRE DEPARTMENT PRIOR TO START UP.
8. ONSITE DISTURBED AREAS TO REMAIN AS GREENSPACE SHALL BE RESTORED WITH MINIMUM 4" TOPSOIL AND SOD.
9. ALL EXISTING DRIVEWAY APRONS SHALL BE SAWCUT ALONG WITH REMOVAL OF ANY EXISTING DEPRESSED CURB AND GUTTER, AND NEW BARRIER CURB AND GUTTER (SIZED TO MEET EXISTING ADJACENT CONDITIONS) SHALL BE INSTALLED AND DOWELED INTO THE EXISTING ADJOINING CURB AND GUTTER.
10. PARKWAYS SHALL BE RESTORED WITH MINIMUM 4" TOPSOIL AND SOD
11. UTILITY LINES SCHEDULED FOR REMOVAL SHALL BE PROPERLY DISCONNECTED FROM FACILITIES THAT ARE TO REMAIN, SECURELY PLUGGED AT ALL CONNECTION POINTS, AND EITHER REMOVED OR FILLED WITH FLOWABLE FILL (LEAN CONCRETE MIXTURE) AND ABANDONED IN PLACE (REMOVE IF LOCATED UNDER NEW BUILDING PAD AREAS). IN THE CASE OF STRUCTURE ABANDONMENT, CASTINGS AND TOP SLABS AND CONE SECTIONS SHALL BE REMOVED PRIOR TO FILLING THE STRUCTURE (UNLESS THE STRUCTURE IS EASIER TO COMPLETELY REMOVE).
12. ALL ABANDONED SANITARY AND COMBINED SEWERS SHALL BE PLUGGED AT BOTH ENDS WITH A MINIMUM OF TWO (2) FEET LONG CONCRETE/MORTAR PLUGS.

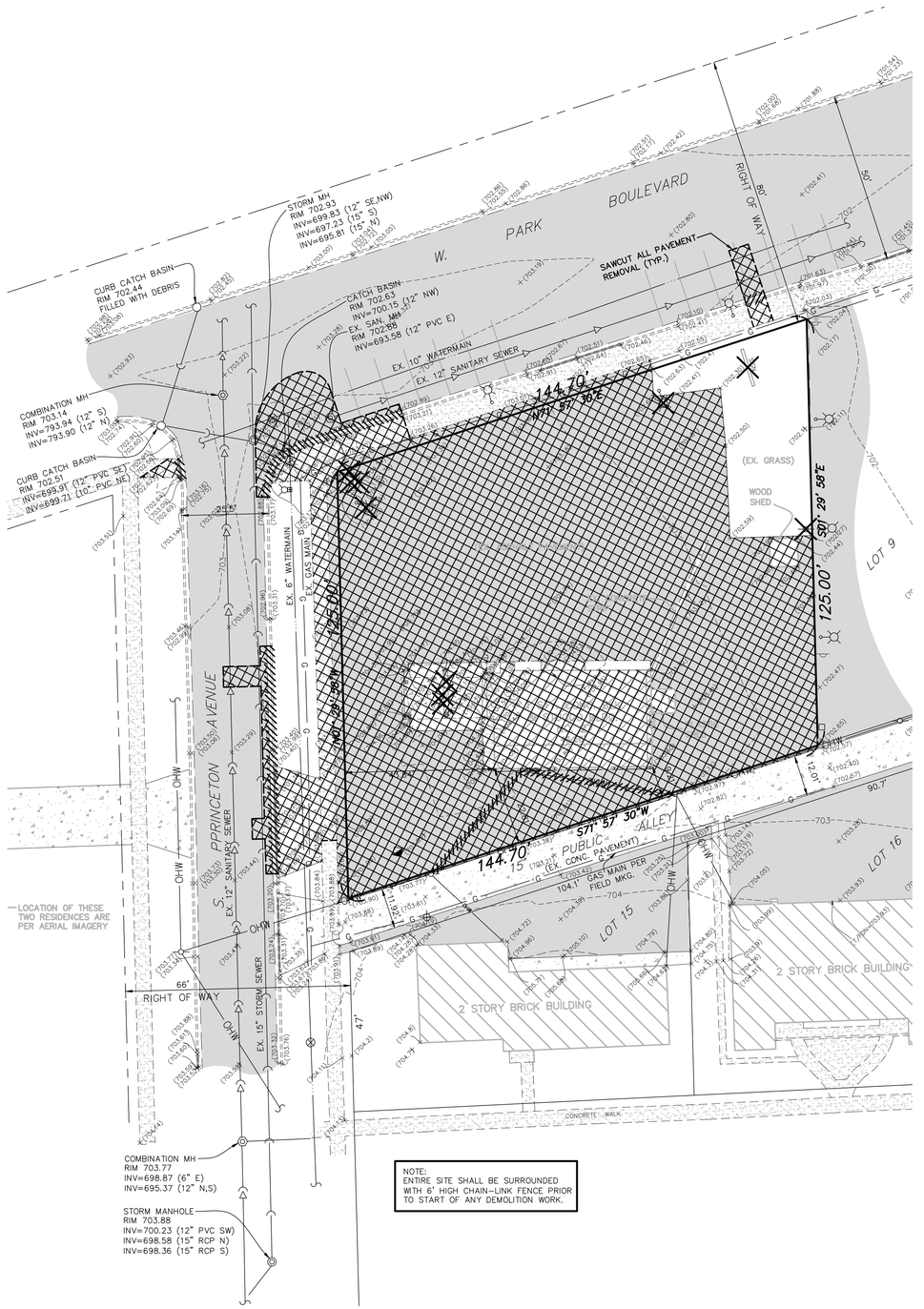
## DEMOLITION LEGEND

- REMOVE EXISTING PAVEMENT/SIDEWALK/STRUCTURE/C&G (INCL SAWCUT)
- PAVEMENT PAINT REMOVAL
- TREE/BUSH/STRUCTURE REMOVAL
- TREE PROTECTION FENCE
- REMOVE EXISTING UTILITY LINE
- REMOVE EXISTING CURB AND GUTTER

## SITE DATA:

EXISTING SITE CONDITIONS:

| | | |
|---|---|---|
| TOTAL SITE AREA | = | 17,339 S.F. (100%) |
| EXISTING BUILDING FOOTPRINT | = | 1,491 S.F. (8.60%) |
| EXISTING ASPHALT/CONCRETE | = | 14,070 S.F. (81.15%) |
| EXISTING PERVIOUS AREA | = | 1,778 S.F. (10.25%) |




NOTE:
ENTIRE SITE SHALL BE SURROUNDED WITH 6' HIGH CHAIN-LINK FENCE PRIOR TO START OF ANY DEMOLITION WORK.

DEMOLITION PLAN

| NO. | DATE | REVISIONS | DRAWN BY |
|---|---|---|---|
| 1 | 05/26/22 | GENERAL REVISIONS | TLM |

# ARDMORE FLATS APARTMENTS
VILLA PARK, ILLINOIS

EXISTING CONDITIONS / DEMOLITION PLAN

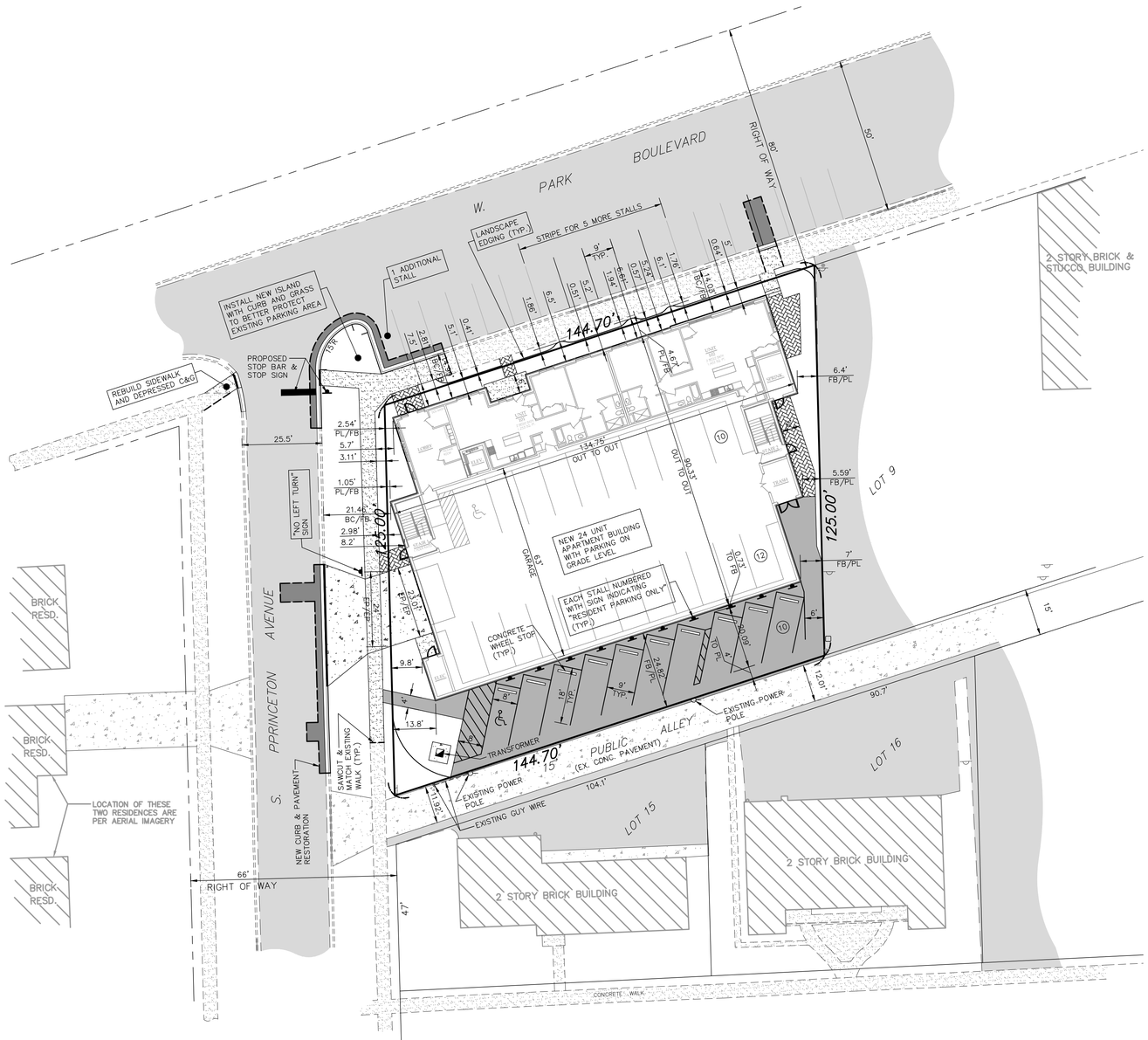
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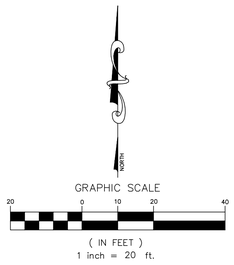
RWG Engineering, LLC
Civil Engineering ◆ Real Estate Consulting ◆ Project Management
975 E. 22nd St. Suite 400
Wheaton, IL 60189
630.480.7889
www.rwg-engineering.com

PROJECT NO. 66419521
DATE 04/28/22
SCALE 1"=20'
PROJ. MGR. RWG
PROJ. ASSOC. RWG
DRAWN BY TLM

SHEET
2 OF 7

May 26, 2022 2:49:25 p.m. AcadVer:22.0s (LMS Tech)
Drawing: S:\66419521 - VILLA PARK APTS - ROSS\300_ENGINEERING\310_CADD\FINAL\664_BASE.DWG




## ABBREVIATIONS LEGEND:

| | | |
|---|---|---|
| EX | = | EXISTING |
| PR | = | PROPOSED |
| BC | = | BACK OF CURB |
| FC | = | FACE OF CURB |
| EP | = | EDGE OF PAVEMENT |
| PL | = | PROPERTY LINE |
| FB | = | FACE OF BUILDING |
| FW | = | FACE OF WALK (SIDEWALK) |
| ROW | = | RIGHT OF WAY |
| BC/BC | = | BACK OF CURB TO BACK OF CURB |
| SW | = | SIDEWALK |
| R | = | RADIUS |
| RW | = | RETAINING WALL |
| (TYP) | = | TYPICAL |

## SURFACE IMPROVEMENT LEGEND:

EXISTING SIDEWALK

EXISTING ASPHALT PAVEMENT

EXISTING CONCRETE

NEW ASPHALT PAVEMENT
1.5"– HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50
BITUMINOUS TACK COAT (0.05 GAL/SY)
2.5" HOT–MIX ASPHALT BINDER COURSE, IL–19, N50
BITUMINOUS PRIME COAT MC–30 (0.30 GAL/SY)
8" AGGREGATE BASE COURSE CA–6, TYPE B

PUBLIC ROAD ASPHALT PAVEMENT
MATCH EXISTING PAVEMENT CONFIGURATION AND THICKNESS PER CITY REQUIREMENTS

CONCRETE SIDEWALKS
4"– PCC SIDEWALK (4,000 PSI) – (5" PUBLIC SIDEWALK)
3"– AGGREGATE BASE COURSE TYPE B, CA–6 –
(4" PUBLIC SIDEWALK)

NEW CONCRETE SLABS
8" PORTLAND CEMENT CONCRETE (4,000 PSI)
W/ 6"x6" No. 6 WELDED WIRE MESH
6" AGGREGATE BASE COURSE CA–6, TYPE B

PROPOSED CONCRETE CURB AND GUTTER

PROPOSED DEPRESSED CURB AND GUTTER

EXISTING CURB AND GUTTER

EXISTING DEPRESSED CURB AND GUTTER

## SITE GEOMETRIC AND PAVING NOTES:

1. SIDEWALK RAMPS WITH DETECTABLE WARNINGS AND DEPRESSED CURBS SHALL BE INSTALLED AT ALL SIDEWALK CROSSINGS. SEE CONSTRUCTION STANDARDS FOR SPECIFIC DETAILS.
2. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO THE BACK OF CURB, FACE OF BUILDING, OR PROPERTY LINES.
3. UNLESS OTHERWISE NOTED, ALL CURB AND GUTTER SHALL MATCH EXISTING CONCRETE CURB AND GUTTER. (SEE CONSTRUCTION STANDARDS FOR SPECIFIC DETAILS.)
4. ALL BOUNDARY AND LOT DIMENSIONS ARE SHOWN PER THE SITE PLAT PREPARED BY GENTILE AND ASSOCIATES, INC. AND DATED JANUARY 7, 2022.
5. BUILDING DIMENSIONS HAVE BEEN INDICATED HEREON BASED UPON ARCHITECTURAL INFORMATION CURRENT AS OF THE BASE DATE OF THIS PLAN PREPARATION. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND ADVISE THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
6. IMPROVEMENTS ADJACENT TO BUILDINGS, IF SHOWN (SUCH AS TRUCK DOCKS, RETAINING WALLS, SIDEWALKS, CURBING, FENCING, CANOPIES, RAMPS, HANDICAP ACCESS, PLANTERS, DUMPSTERS, TRANSFORMERS, BOLLARDS, ETC) HAVE BEEN SHOWN FOR APPROXIMATE LOCATION ONLY– REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS, SPECIFICATIONS AND DETAILS.
7. THE LOCATION OF PRIVATE SIDEWALKS SHALL BE COORDINATED WITH PROPOSED DOORWAYS. CONTRACTOR TO VERIFY ACTUAL DOORWAY LOCATION WITH ARCHITECTURAL PLANS PRIOR TO CONSTRUCTING SIDEWALKS.
8. UPON COMPLETION OF PAVING OPERATIONS, THE CONTRACTOR SHALL INSTALL THE PAVEMENT MARKINGS AND STRIPES AND ALL DIRECTIONAL SIGNAGE, ETC AS SHOWN HEREON. PARKING STALL (EXCEPT FOR HC) MARKING COLOR IS WHITE. ALL ONSITE PAVEMENT MARKINGS AND STRIPES SHALL BE PAINTED WITH IDOT SPECIFICATION PAVEMENT PAINT. PARKING STALL STRIPES SHALL BE 4" WIDE. HANDICAP STALLS SHALL BE PAINTED YELLOW AND SIGNED PER FEDERAL, STATE AND LOCAL REQUIREMENTS.

## SITE DATA:

PROPOSED SITE CONDITIONS:

| | |
|---|---|
| TOTAL SITE AREA | = 17,339 S.F. (100%) |
| NEW BUILDING FOOTPRINT | = 11,239 S.F. (64.82%) |
| NEW CONCRETE PAVT./WALKS | = 396 S.F. (2.28%) |
| NEW ASPHALT PAVEMENT | = 3,411 S.F. (19.67%) |
| NEW PERMEABLE PAVERS | = 436 S.F. (2.52%) |
| NEW PERVIOUS GRASS AREA | = 1,857 S.F. (10.71%) |

PROPOSED PARKING SUMMARY:

| | |
|---|---|
| PARKING IN BUILDING | = 22 |
| PARKING IN ALLEY | = 10 |
| NEW PARKING STALLS ON PARK BLVD. | = 6 |
| TOTAL STALLS PROVIDED | = 38 |

## EXISTING VS PROPOSED LOT COVERAGE SUMMARY:

| | EXISTING | PROPOSED DEVELOPMENT |
|---|---|---|
| BUILDING FOOTPRINT – | 1,491 S.F. (8.60%) | 11,239 S.F. (64.82%) |
| ASPHALT/CONCRETE – | 14,070 S.F. (81.15%) | 3,807 S.F. (21.96%) |
| PERMEABLE PAVERS – | 0 S.F. (0.00%) | 436 S.F. (2.51%) |
| PERVIOUS GRASS AREA – | 1,778 S.F. (10.25%) | 1,857 S.F. (10.71%) |

PROPOSED DEVELOPMENT RESULTS IN AN INCREASE IN THE PERVIOUS GRASS AREA BY 79 S.F. PLUS THE CREATION OF A PERMEABLE PAVER SECTION OF 436 S.F.. IN ADDITION TO THAT, ADJACENT OFFSITE AREAS THAT CONVERT FROM EXISTING HARDSCAPER TO PERVIOUS GRASS AREA THAT TOTALS TO 805 S.F.

| DATE | REVISIONS | DRAWN BY |
|---|---|---|
| 1 05/26/22 | GENERAL REVISIONS | TLM |
| 2 06/01/22 | ADDED LANDSCAPE DIMENSIONS | TLM |

# ARDMORE FLATS APARTMENTS
## VILLA PARK, ILLINOIS
## SITE GEOMETRIC AND PAVING PLAN

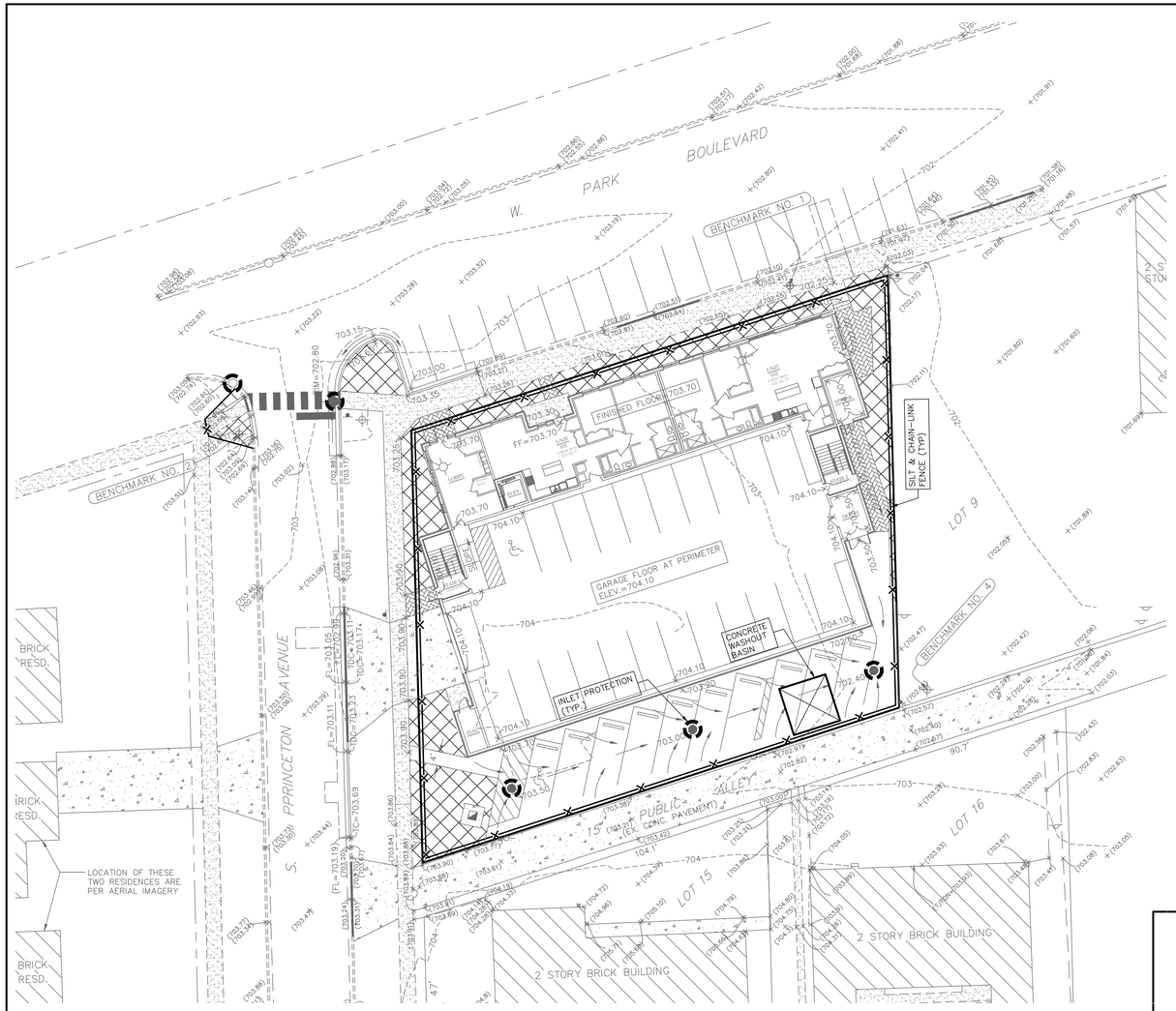
RWG Engineering, LLC
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975 E. 22nd St, Suite 400
Wheaton, IL 60189
630.480.7889
www.rwg-engineering.com

PROJECT NO. 66419521
DATE 04/28/22
SCALE 1"=20'
PROJ. MGR. RWG
PROJ. ASSOC. RWG
DRAWN BY TLM

SHEET
3 OF 7

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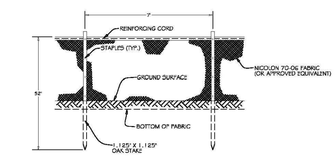


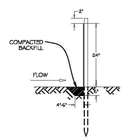

GRAPHIC SCALE

20 0 10 20 40

( IN FEET )

1 inch = 20 ft.



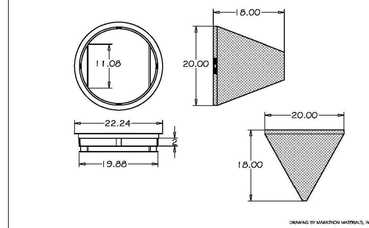




GENERAL NOTES:

1. SILT FENCE SHALL BE MAINTAINED UNTIL THE AREA TRIBUTARY TO THE STRUCTURE HAS STABILIZED GROUND COVER, AS DETERMINED BY THE VILLAGE ENGINEER.

NOT TO SCALE

| REV: | DATE: | | |
|---|---|---|---|
| REV: KMS | DATE: JUL 2004 | SILT FENCE INSTALLATION | VILLAGE OF VILLA PARK |
| DRAWN BY: VV | DATE: JAN 2003 | | ROAD - 11 |



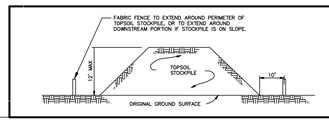

DRAWING BY MARATHON MATERIALS, INC.

GENERAL NOTES:

1. USE DRAINAGE STRUCTURE INLET FILTER MANUFACTURED BY MARATHONMATERIALS, INC. OR APPROVED EQUAL.
2. FRAME: TOP FLANGE FABRICATED FROM 1.25 X 1.25 X 0.125 ANGLE. BASE RIM FABRICATED FROM 1.5 X 0.5 X 0.125 CHANNEL. HANDLES AND SUSPENSION BRACKETS FABRICATED FROM 1.25 X 0.25 FLAT STOCK. ALL DOMESTIC STEEL CONFORMING TO ASTM - A36.
3. SEDIMENT BAG: BAG FABRICATED FROM 4 OZ/SQ. YD. NON-WOVEN POLYPROPYLENE GEOTEXTILE REINFORCED WITH POLYESTER MESH. BAG SECURED TO BASE RIM WITH A STAINLESS STEEL STRAP AND LOCK.

NOT TO SCALE

| REV: | DATE: | | |
|---|---|---|---|
| REV: | DATE: JUL 2004 | DRAINAGE STRUCTURE PROTECTION | VILLAGE OF VILLA PARK |
| DRAWN BY: VV | DATE: JAN 2003 | | STORM - 17 |




## EROSION CONTROL PLAN LEGEND

- STORM DRAINAGE STRUCTURE
- INLET PROTECTION
- DITCH CHECK
- TREE PROTECTION FENCE
- SILT FENCE & CHAIN-LINK FENCE
- STABILIZED CONSTRUCTION ENTRANCE
- TOPSOIL RESPREAD AND SOD OR LANDSCAPING WITH MULCH. SEE LANDSCAPE PLAN.
- CONCRETE WASHOUT

SOIL EROSION CONTROL CONSTRUCTION SCHEDULE:

1. INSTALL SEDIMENT CONTROL MEASURES:
   INLET BASKETS/BARRIER FILTERS/SILT FENCE
2. SITE GRADING WORK:
   INSTALL STABILIZED CONSTRUCTION ENTRANCE
   PERFORM DEMOLITION WORK
   REMOVE AND STOCKPILE TOPSOIL FOR RESPREAD
   MASS GRADE SITE
   ESTABLISH BUILDING PAD
3. SITE CONSTRUCTION WORK:
   INSTALL UNDERGROUND UTILITIES
   INSTALL BUILDING FOOTING/FOUNDATION/SLAB
   CONSTRUCT BUILDING ENVELOPE
   PREPARE SUBGRADE FOR PAVEMENT/SIDEWALK
   INSTALL BASE COURSE MATERIAL
   INSTALL PAVEMENT/SIDEWALK
4. PERMANENT VEGETATIVE STABILIZATION OF DISTURBED GREENSPACE:
   SPREAD TOPSOIL
   MULCH/SEED AS SPECIFIED (SEE LANDSCAPE PLAN)
5. CLEANUP/RESTORATION:
   REMOVE INLET BASKETS/BARRIER FILTERS

SOIL EROSION CONTROL INSPECTION SCHEDULE:

1. DIVERSION AND STRUCTURAL MEASURES – WILL BE INSPECTED AT 7 DAY INTERVALS AND AFTER EVERY 1/2" RAIN.
2. SEDIMENT BASINS AND PONDS – WILL BE CHECKED AFTER EACH MAJOR PHASE OF THE DEVELOPMENT FOR SEDIMENT ACCUMULATION.
3. VEGETATIVE PLANTINGS – SPRING PLANTINGS WILL BE CHECKED DURING SUMMER OR EARLY FALL.
4. REPAIRS – ANY EROSION CONTROL MEASURES, STRUCTURAL MEASURES OR OTHER RELATED ITEMS IN NEED OF REPAIR WILL BE MADE WITHIN 15 DAYS, OR EARLIER IF POSSIBLE BASE ON FIELD CONDITIONS.
5. MOWING – DRAINAGEWAYS, DITCHES AND OTHER AREAS THAT SUPPORT A DESIGNATED FLOW OF WATER WILL BE MOWED REGULARLY TO MAINTAIN THAT FLOW.
6. FERTILIZATION – SEEDED AREAS WHERE THE SEED HAS NOT PRODUCED A GOOD COVER WILL BE INSPECTED AND FERTILIZED IF NECESSARY.

SOIL EROSION AND SEDIMENT CONTROL NOTES:

1. VEGETATIVE AND STRUCTURAL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH SPECIFICATIONS AS OUTLINED IN THE "ILLINOIS URBAN MANUAL."
2. EROSION CONTROL MEASURES SHALL BE MAINTAINED AND FUNCTIONAL THROUGHOUT THE CONSTRUCTION PROJECT (MAINTENANCE AND/OR REPLACEMENT COST IS INCIDENTAL).
3. PERIMETER SILT FENCE SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF ANY DEMOLITION, CLEARING, OR GRADING OPERATIONS.
4. EROSION CONTROL MEASURES SHALL BE INSTALLED IN STRICT COMPLIANCE WITH CONSTRUCTION SEQUENCE (SEE SCHEDULE).
5. ALL STORM WATER RUNOFF SHALL BE DIVERTED INTO SEDIMENT BASINS AND/OR DRAINAGE DITCHES WHICH SHALL BE CONSTRUCTED AT THE ONSET OF GRADING OPERATIONS. ALL SITE RUNOFF SHALL BE ROUTED THROUGH SAID TRAPS AND SILTATION CONTROL DEVICES PRIOR TO DISCHARGE DOWNSTREAM/OFFSITE.
6. DISTURBED AREAS SHALL BE STABILIZED VIA SEEDING WITHIN SEVEN (7) DAYS OF COMPLETION OF DISTURBANCE UNLESS THE DISTURBANCE WILL COMMENCE AGAIN WITHIN FOURTEEN (14) DAYS. THE TEMPORARY SEED MIXTURE SHALL BE APPLIED AT A RATE OF 64 LB/AC.
7. TOPSOIL STOCKPILES SHALL BE SEEDED WITHIN SEVEN (7) DAYS OF COMPLETION AND SURROUNDED WITH SILT FENCE FOR EROSION CONTROL.
8. FILTER FABRIC OR INLET PROTECTION FILTER BASKETS SHALL BE INSTALLED UNDER THE GRATING OF EACH DRAINAGE STRUCTURE. FABRIC SHALL BE CUT LARGE ENOUGH TO PROVIDE A 24" SAG TO COLLECT SEDIMENT.
9. ALL DEWATERING OPERATIONS SHALL BE DISCHARGED INTO SEDIMENT BASINS OR SILT TRAPS. DEWATERING DISCHARGE DIRECTLY INTO FIELD TILE OR STORM SEWER IS PROHIBITED.
10. DUST CONTROL SHALL BE PERFORMED ON A DAILY BASIS USING EQUIPMENT SPECIFICALLY DESIGNED FOR THAT PURPOSE.
11. GRAVEL CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN OPERATING CONDITION THROUGHOUT CONSTRUCTION TO PREVENT SEDIMENT AND DEBRIS FROM BEING TRACKED ONTO PUBLIC ROADWAYS. SEDIMENT REACHING A PUBLIC ROAD SHALL BE REMOVED ON A DAILY BASIS.
12. LOOSE MATERIAL DEPOSITED IN THE FLOW LINE OF ANY GUTTER OR DRAINAGE DITCH SHALL BE REMOVED ON A DAILY BASIS.
13. THE CONTRACTOR SHALL INSPECT ALL EROSION CONTROL MEASURES AT LEAST ONCE EVERY SEVEN (7) DAYS AND WITHIN 24 HOURS AFTER A STORM EVENT OF 0.5 INCHES OR GREATER (OR THE EQUIVALENT SNOWFALL). REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF SAID MEASURES SHALL BE IMMEDIATE.
14. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH JURISDICTIONAL GOVERNMENTAL AGENCY REQUIREMENTS WITHIN THIRTY (30) DAYS OF FINAL SITE STABILIZATION.

| DATE | REVISIONS | DRAWN BY |
|---|---|---|
| 1 05/26/22 | GENERAL REVISIONS | TLM |

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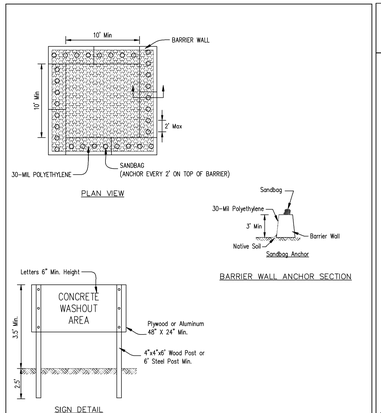
# ARDMORE FLATS APARTMENTS
VILLA PARK, ILLINOIS

## SOIL EROSION AND SEDIMENT CONTROL (SESC) PLAN

RWG Engineering, LLC
Civil Engineering ◆ Real Estate Consulting ◆ Project Management
975 E. 22nd St. Suite 400
Wheaton, IL 60189
630.480.7889
www.rwg-engineering.com

| | |
|---|---|
| PROJECT NO. | 66419521 |
| DATE | 04/28/22 |
| SCALE | 1"=20' |
| PROJ. MGR. | RWG |
| PROJ. ASSOC. | RWG |
| DRAWN BY | TLM |

SHEET 4 OF 7

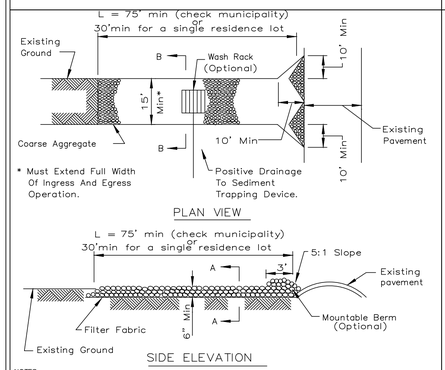



NOTES:

1. Maintaining temporary concrete washout facilities shall include removing and disposing of hardend concrete and/or slurry and returning the facilities to a functional condition.
2. Facility shall be cleaned or reconstructed in a new area once washout becomes two-thirds full.

| | | | |
|---|---|---|---|
| | | TEMPORARY CONCRETE WASHOUT FACILITY – BARRIER WALL | Date: |
| | | | Drawn: E. JOHNSON — Scale: |
| | | | Checked: — Date: |
| | | | Approved: — Date: |

## STABILIZED CONSTRUCTION ENTRANCE PLAN



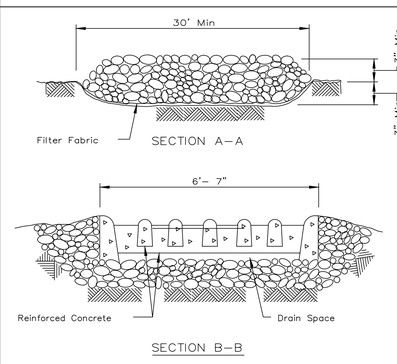

* Must Extend Full Width Of Ingress And Egress Operation.

NOTES:

1. Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE, Table I or 2, Class I, II or IV and shall be placed over the cleared area prior to the placing of rock.
2. Rock or reclaimed concrete shall meet one of the following IDOT coarseaggregate gradation, CA-1, Method 1 and Class III compaction.
3. Any drainage facilities required because of washing shall be constructed according to manufacturers specifications.
4. If wash racks are used they shall be installed according to the manufacturer's specifications.

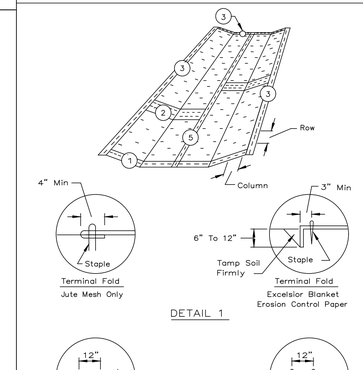
| REFERENCE | | | |
|---|---|---|---|
| Project | | | |
| Designed | Date | NRCS Natural Resources Conservation Service | STANDARD DWG. NO. IL-630A |
| Checked | Date | | SHEET 1 OF 2 |
| Approved | Date | | DATE 6-18-94 |

## STABILIZED CONSTRUCTION ENTRANCE PLAN



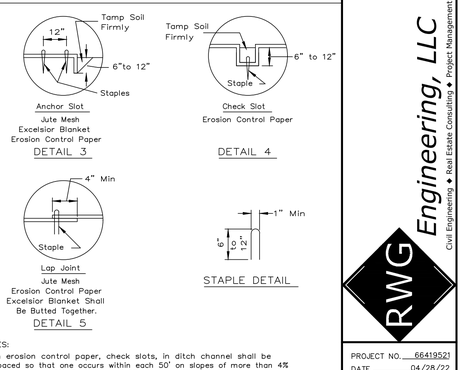

| REFERENCE | | | |
|---|---|---|---|
| Project | | | |
| Designed | Date | NRCS Natural Resources Conservation Service | STANDARD DWG. NO. IL-630B |
| Checked | Date | | SHEET 2 OF 2 |
| Approved | Date | | DATE 6-18-94 |

## EROSION BLANKET PLAN




| REFERENCE | | | |
|---|---|---|---|
| Project | | | |
| Designed | Date | NRCS Natural Resources Conservation Service | STANDARD DWG. NO. IL-530 |
| Checked | Date | | SHEET 1 OF 2 |
| Approved | Date | | DATE 5-24-94 |

## EROSION BLANKET PLAN




NOTES:

1. On erosion control paper, check slots, in ditch channel shall be spaced so that one occurs within each 50' on slopes of more than 4% and less than 6%. On slopes of 6% or more, they shall be spaced so that one occurs within each 25'.
2. Staples are to be placed alternately, in columns approximately 2' apart and in rows approximately 3' apart. Approximately 175 staples are required per 4'x 225' roll of material and 125 staples are required per 4'x 150' roll of material.
3. Erosion control material shall be placed loosely over ground surface. Do not stretch.
4. All terminal ends and transverse laps shall be stapled at approximately 12" intervals.

| REFERENCE | | | |
|---|---|---|---|
| Project | | | |
| Designed | Date | NRCS Natural Resources Conservation Service | STANDARD DWG. NO. IL-530 |
| Checked | Date | | SHEET 2 OF 2 |
| Approved | Date | | DATE 3-1-95 |

May 26, 2022 2:54:08 p.m. AcadVer:22.0s (LMS Tech)
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## UTILITY STRUCTURE SCHEDULE

### SANITARY SEWER STRUCTURES

| | |
|---|---|
| 1 CUT IN NEW TEE CONNECTION FOR 6" SERVICE USING NON-SHEAR MISSION COUPLING ALL PVC ASTM D 2241 (C-900) INV=694.48 (V.I.F.) | 2 34 LF – 6" PVC (C-900), SAN @ 2.00% |
| 3 SAN M.H. TYPE A (48" DIA.) RIM=703.95 INV=695.16 (6"W,NE) | 4 7 LF – 6" PVC (C-900), SAN @ 2.00% INV @ BLDG.=695.30 |

### STORM SEWER STRUCTURES

| | |
|---|---|
| 1 STORM M.H. (48" DIA.) CONSTRUCT ON EXISTING 15" STORM SEWER RIM=703.20 (V.I.F.) INV=697.99 (10" E) INV=697.82 (V.I.F.)(15") | 2 50 L.F. – 10" PVC (C-900) @ 0.50% |
| 3 STORM C.B. (TYPE C 24") RIM=703.50 INV=698.48 (6" N) INV=698.24 (10" E,W) | 4 12 L.F.–10" PVC (SDR 26) BLDG. DRAIN @ 1.00% INV @ BLDG.=698.60 |

### STORM SEWER STRUCTURES (CONT.)

| | |
|---|---|
| 5 55 L.F.–10" PVC (SDR 26) @ 0.50% | 6 STORM C.B. (TYPE C 24") RIM=703.00 INV=698.73 (6" N) INV=698.52 (10" E,W) |
| 7 12 L.F.–6" PVC (SDR 26) BLDG. DRAIN @ 1.00% INV @ BLDG.=698.85 | 8 55 L.F.–10" PVC (SDR 26) @ 0.50% |
| 9 STORM C.B. (TYPE C 24") RIM=702.40 INV=698.78 (6" N) INV=698.80 (10" W) | 10 12 L.F.–6" PVC (SDR 26) BLDG. DRAIN @ 1.00% INV @ BLDG.=698.90 |

### WATERMAIN

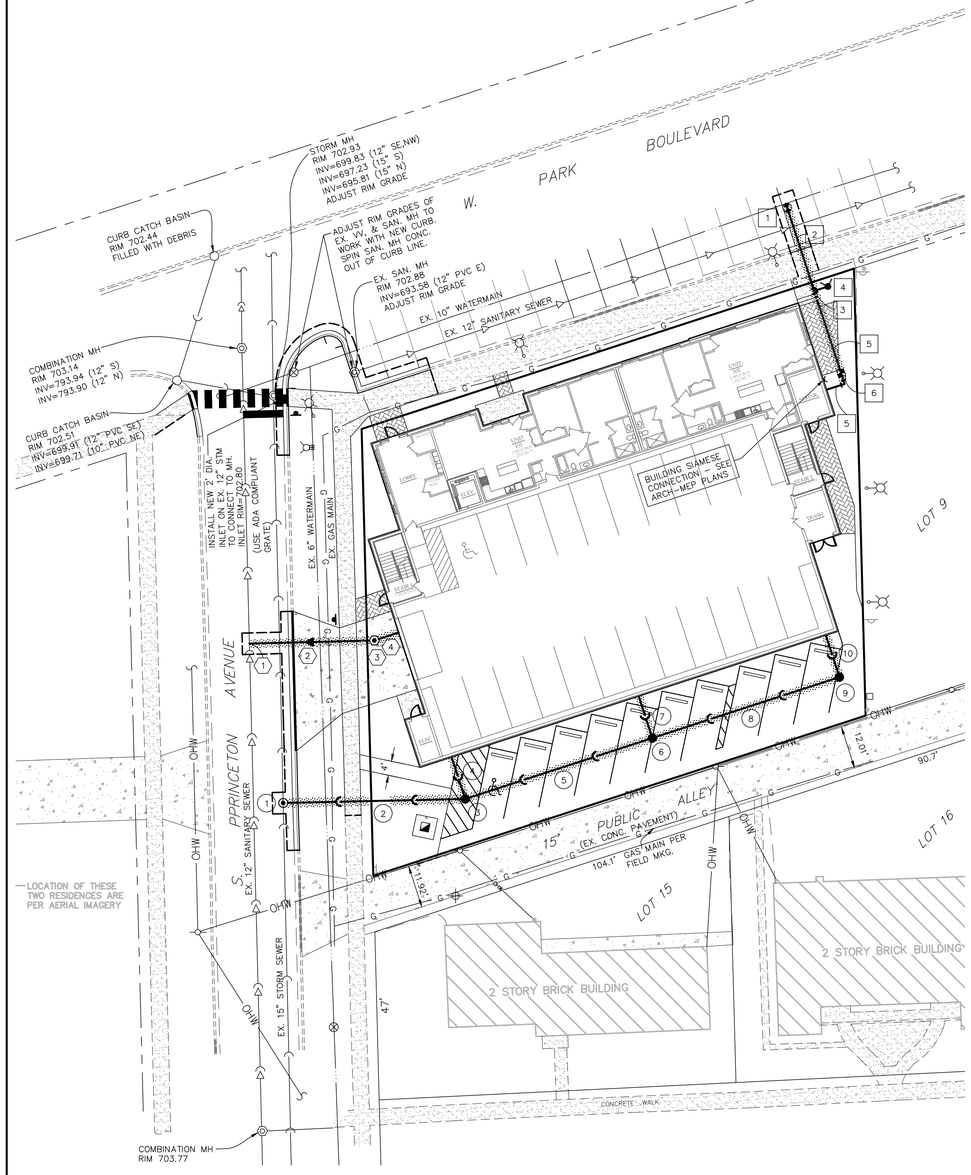
| | |
|---|---|
| 1 8" VALVE IN 60" DIA VAULT, PRESSURE CONNECTION TO EXISTING 10" WATERMAIN RIM=MATCH EX. PAVT. | 2 8" DUCTILE IRON WATERMAIN, CL 52 |
| 3 8"X6" TEE WITH 8"x6" REDUCER TO SOUTH | 4 FIRE HYDRANT WITH 6" LEAD + AUX VALVE + BOX RING EL=702.25 |
| 5 6" DUCTILE IRON WATERMAIN, CL 52 BUILDING SERVICE | 6 6" SERVICE VALVE IN BOX RIM=703.00 |

GRAPHIC SCALE

20 0 10 20 40

( IN FEET )

1 inch = 20 ft.




## GRADING PLAN

## GRADING LEGEND

| | EXISTING | PROPOSED |
|---|---|---|
| CONCRETE HEADWALL | | |
| PRECAST FLARED END SECTION | | |
| STORM DRAINAGE STRUCTURE | | |
| RETAINING WALL | | |
| CONTOUR | 749 | 749 |
| 5' CONTOUR | 750 | 750 |
| SPOT ELEVATION | ×(750.00) | ×750.00 |
| DIRECTION OF SURFACE FLOW | | |
| DITCH OR SWALE | | |
| OVERFLOW RELIEF ROUTING | | |
| SLOPE BANK | | |

GRADING NOTES:

1. PAVEMENT SLOPES WITHIN HANDICAP ACCESSIBLE PARKING AREAS SHALL NOT EXCEED 2.00% IN ANY DIRECTION.
2. HANDICAP RAMPS SHALL BE CONSTRUCTED WITH A CROSS SLOPE NOT TO EXCEED 2.00%
3. UNLESS SPECIFICALLY INDICATED OTHERWISE, EXISTING GRADES ARE TO BE MET AT PROJECT PERIMETER PROPERTY LINES.
4. THE CONTRACTOR SHALL REFER TO THE SOIL EROSION AND SEDIMENT CONTROL PLANS AND DETAILS FOR THE INSTALLATION OF EROSION CONTROL MEASURES PRIOR TO BEGINNING GRADING OPERATIONS.
5. UNLESS OTHERWISE NOTED, SPOT ELEVATIONS AND PROPOSED CONTOURS REFLECT THE FINISHED PAVEMENT SURFACE GRADE, TOP OF CURB GRADE, OR FINISHED GROUND ELEVATION AS APPLICABLE.
6. RIM GRADES FOR DRAINAGE STRUCTURES REFLECT THE FLOW LINE ELEVATION OF THE GUTTER, PAVEMENT OR DRAINAGE SWALE (AS APPLICABLE).

PLAN ABBREVIATION LEGEND
(IN ADDITION TO TITLE SHEET)

P = PAVEMENT
R = RIM (OR RADIUS)
TC = TOP OF CURB
SW = WALK (OR TOP OF WALK)
FF = FINISHED FLOOR
EP = EDGE OF PAVEMENT
FL = FLOW LINE
TW = TOP OF WALL ELEV
BW = BOTTOM OF WALL (GRADE) ELEV
TDC = TOP OF DEPRESSED CURB

STORM SEWER DRAINAGE STRUCTURE LEGEND

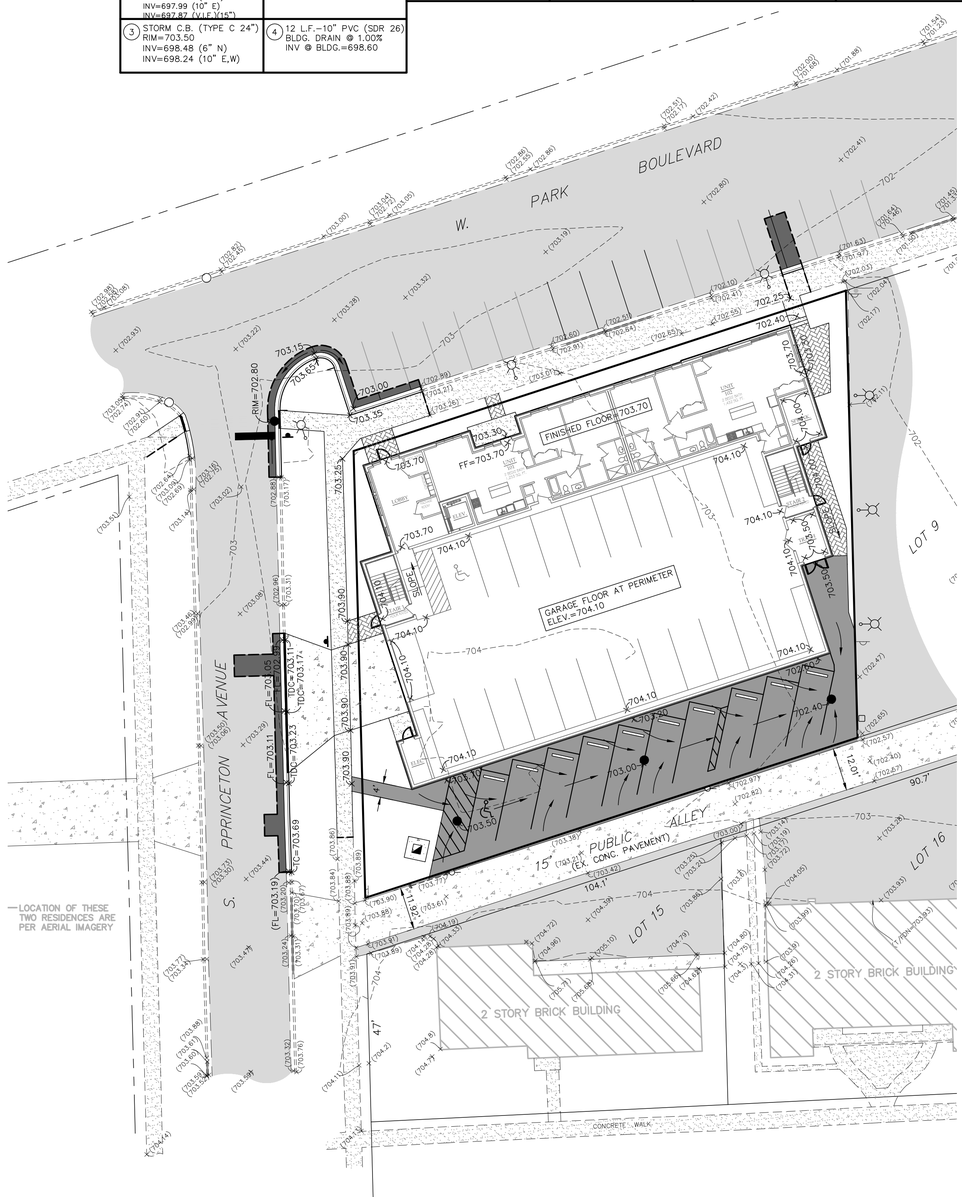
| EXISTING | PROPOSED | |
|---|---|---|
| □ | ■ | STORM INLET – OPEN GRATE |
| ○ | ● | STORM CATCH BASIN – OPEN GRATE |
| ◎ | ◉ | STORM MANHOLE – CLOSED LID |

(2) SANITARY STRUCTURE NUMBER
(11) STORM STRUCTURE NUMBER
[5] WATERMAIN STRUCTURE NUMBER

UTILITY NOTES:

1. RIM GRADES FOR DRAINAGE STRUCTURES REFLECT THE FLOW LINE ELEVATIONS OF THE GUTTER, PAVEMENT, OR DRAINAGE SWALE (AS APPLICABLE)
2. UNLESS OTHERWISE NOTED, ALL UTILITY DIMENSIONS ARE CENTER TO CENTER OF STRUCTURES (OR TO END OF FLARED END SECTION – IE INCLUDING LENGTH OF FLARED END SECTION)
3. THE CONTRACTOR SHALL ADJUST RIM ELEVATIONS OF ALL EXISTING STRUCTURES TO THE PROPOSED GRADES AS INDICATED ON THE PLANS.
4. CONNECTIONS TO EXISTING SEWERS OR WATERMAINS (OR EXISTING SERVICE STUBS) AT POINTS OTHER THAN VISIBLE STRUCTURES ARE APPROXIMATE. THE CONTRACTOR SHALL EXCAVATE AND VERIFY EXISTING SEWER OR WATERMAIN LOCATIONS, SIZES, ELEVATIONS, AND PIPE CONDITIONS AT PROPOSED CONNECTION POINTS PRIOR TO CONSTRUCTING UTILITY EXTENSIONS, AND NOTIFY THE ENGINEER AND OWNER OF ANY CONFLICT OR DISCREPANCIES.
5. EXISTING UNDERGROUND PIPE, CONDUIT AND/OR CABLES (LIGHTING, ELECTRIC, GAS, CABLE, ETC) ARE SHOWN FROM RECORD INFORMATION AND ARE APPROXIMATE IN NATURE. THE CONTRACTOR SHALL VERIFY EXACT LOCATION IN THE FIELD AND NOTIFY THE ENGINEER AND OWNER OF ANY CONFLICT.
6. SELECT GRANULAR TRENCH BACKFILL IS REQUIRED FOR ALL UTILITY TRENCHES UNDER EXISTING OR PROPOSED PAVEMENT, DRIVEWAYS, PARKING LOTS, AND SIDEWALKS, AND EXTENDED A MINIMUM OF 2' EACH SIDE OF SAME. GRANULAR TRENCH BACKFILL SHALL BE COMPACTED IN PLACE IN ACCORDANCE WITH THE SPECIFICATIONS.
7. BUILDING DIMENSIONS AND ADJACENT UTILITY SERVICE LOCATIONS HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE TIME OF DRAWING PREPARATION. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST. THE CONTRACTOR SHALL REFER TO THE CURRENT ARCHITECTURAL PLANS FIRST, FOR PRECISE BUILDING DIMENSIONS AND UTILITY SERVICE CONNECTION LOCATIONS AND NOTIFY THE ENGINEER AND ARCHITECT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
8. ROUTING OF GAS, ELECTRIC, TELEPHONE AND OTHER CABLE SERVICES (IF SHOWN) ARE APPROXIMATE AND SUBJECT TO MODIFICATION BY THE RESPECTIVE UTILITY COMPANY AND/OR DEVELOPER. THE CONTRACTOR SHALL COORDINATE THE FINAL UTILITY SERVICE LOCATION WITH EACH UTILITY COMPANY PRIOR TO CONSTRUCTION.

STORMWATER MANAGEMENT PROGRAM
THE SUBJECT SITE IS 17,339 S.F. (0.40 AC.), WHICH REMOVES IT FROM CONSIDERATIONS UNDER DUPAGE COUNTY STORMWATER ORDINANCE REQUIREMENTS. THE REDEVELOPMENT DOES NEED TO CONFORM TO VILLAGE OF VILLA PARK CRITERIA FOR FEE PAYMENT IN LIEU OF STORMWATER DETENTION PROVISION, BASED ON THE VILLAGE STORAGE VOLUME SUMMARY FOR THE 2 YEAR STORM EVENT.
CALCULATIONS ARE PROVIDED AS FOLLOWS:
RUNOFF CURVE NUMBER FOR PROPOSED REDEVELOPMENT:
15,046 S.F. IMPERVIOUS x 98 = 1,474,508
2,293 S.F. PERVIOUS x 74 = 169,682
1,644,190 ÷ 17,339 = 95 (CN)
WITH A CN OF 96, THE 2 YEAR VOLUME TO BE PURCHAIED IS:
95 CN = 0.184 x 0.40 AC. SITE = 0.0736 AC. FT.




## UTILITY PLAN

May 26, 2022 2:55:02 p.m. AcadVer:22.0s (LMS Tech)
Drawing: S:\66419521 – VILLA PARK APTS – ROSS\300_ENGINEERING\310_CADD\FINAL\664_BASE.DWG

| NO. | DATE | REVISIONS | DRAWN BY |
|---|---|---|---|
| 1 | 05/26/22 | GENERAL REVISIONS | TLM |

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# ARDMORE FLATS APARTMENTS
VILLA PARK, ILLINOIS
GRADING PLAN / UTILITY PLAN

RWG Engineering, LLC
Civil Engineering ◆ Real Estate Consulting ◆ Project Management
975 E. 22nd St. Suite 400
Wheaton, IL 60189
630.480.7889
www.rwg-engineering.com

PROJECT NO. 66419521
DATE 04/28/22
SCALE 1"=20'
PROJ. MGR. RWG
PROJ. ASSOC. RWG
DRAWN BY TLM

SHEET
5 OF 7

RWG ENGINEERING, LLC
PROJECT SPECIFICATIONS

GENERAL CONDITIONS

CONTRACT DOCUMENTS
The Standard Specifications listed on the title sheet, these Improvement Plans, the Special Provisions, General Conditions, and Subsequent Details are all part of the Contract Documents. Incidental items or accessories necessary to complete the work may not be specifically noted, but are to be considered a part of the contract.

USE OF IMPROVEMENT PLANS
No Improvement Plans shall be used for construction unless specifically marked 'For Construction.' Prior to commencement of construction, the contractor shall verify all dimensions and conditions affecting their work with the actual conditions at the job site. If there are discrepancies from what is shown on the construction plans, the contractor shall immediately report same to the engineer before doing any work, otherwise the contractor assumes full responsibility. In the event of disagreement between the construction plans, standard specifications, and/or special details, the contractor shall secure written instructions from the engineer prior to proceeding with any part of the work impacted by omissions or discrepancies. Failing to secure such instruction, the contractor will be considered to have proceeded at his own risk and expense. In the event of any doubt or question with respect to the true meaning of the construction plans or specifications, the decision of the engineer shall be final and conclusive.

WORKMANSHIP GUARANTEE
All work performed under this contract shall be guaranteed against all defects in material and workmanship of whatever nature by the contractor and his surety for a period of one year from the date of final acceptance of the work by the applicable governmental agencies and the owner.

FINAL PAYMENT
Prior to acceptance by the owner and final payment, all work shall be inspected and approved by the owner or his representative. Final payment will be made after all of the contractors' work has been approved and accepted, and in accordance with the contract documents.

PERFORMANCE BOND
Upon award of the contract and when required by the owner, the contractor shall furnish a labor, material, and performance bond in the penal sum of 100% of the contract guaranteeing completion of the work. The underwriter shall be approved by the owner.

HIGHWAY/ROADWAY CONSTRUCTION PERMITS
The contractor shall be responsible for obtaining all required permits for construction along or across existing streets or highways, including the use and access to existing streets. The contractor shall make arrangements for proper bracing, shoring, and other required protection of all roadways before construction begins. The contractor shall be responsible for any damage to streets or roadways and associated structures, and shall make repairs as necessary to the satisfaction of the engineer and applicable governmental agency.

EXISTING UTILITIES
Easements for existing utilities within public right-of-way are shown on the plans according to available records. The contractor shall be responsible for determining the exact location in the field of such utility lines and their protection. If existing utility lines of any nature are encountered which conflict in location or elevation with new construction, the contractor shall notify the engineer immediately so that the conflict may be resolved.

PROJECT IMPROVEMENTS AND QUANTITIES
The contractor shall review the construction documents and determine all required improvements and verify all quantities as may be provided by the engineer or owner for bidding purposes, and report any discrepancies to the engineer. The contract price submitted by the contractor shall be considered as lump sum for the completed project unless there is a plan revision or written change to the scope of work.

INCIDENTAL CONSTRUCTION
Whenever the performance of work is indicated on the plans and no item is included in the contract for payment, the work shall be considered incidental to the contract and no additional compensation will be provided.

MAINTENANCE OF SITE DRAINAGE
During construction operations any loose material that is deposited in the flow line of gutters, drainage structures, ditches, etc. and obstructs the natural drainage flow line shall be removed at the close of each working day by the responsible party. The contractor shall insure positive site drainage at the close of each work day. Drainage may be achieved by ditching, pumping, or any other acceptable method. Failure to provide positive drainage will preclude any possible added compensation requested due to delays or unsuitable materials created as a result thereafter. At the conclusion of construction operations all drainage structures and flow lines shall be free from dirt and debris. This work shall be considered incidental to the contract.

TRAFFIC CONTROL
The contractor is responsible for the installation and maintenance of adequate signage, traffic control, and warning devices to inform and protect the public during all phases of construction. All barricades and warning signs shall be provided in accordance with the IDOT Standard Specifications. Adequate lighting shall be maintained from dusk to dawn at all locations where construction operations warrant, or as designated by the engineer or applicable governmental agency. Traffic control items shall be in accordance with the IDOT 'Manual on Uniform Traffic Control Devices.'

PAVEMENT REMOVAL/REPLACEMENT
Existing permanent type pavements or other permanent improvements which abut or otherwise interfere with proposed improvements and must be removed shall be saw cut full depth prior to removal. Items so removed shall be replaced with similar construction materials to original condition or better. Payment for saw cutting shall be included in the removal cost and replacement will be paid under the respective iten in the contract, unless otherwise indicated. Removed pavement, sidewalk, curb, etc. shall be disposed of by the contractor at his own expense at an offsite dump site.

TREE PROTECTION
Existing trees not scheduled for removal shall be protected from damage. Trimming and sealing shall be in accordance with IDOT Standard Specifications.

EXISTING SIGNAGE & MAIL BOXES
Existing signage and mail boxes that interfere with construction shall be removed, stored, and replaced/reset by the contractor in accordance with the IDOT Standard Specifications. Damage to these items shall be repaired/replaced by the contractor at his expense. Temporary mailbox facilities shall be provided as an incidental cost.

EXISITNG FIELD TILE
Field tile encountered during construction shall be connected to proposed storm sewer or extended to outlet into a proposed drainage way. If this is not possible, then existing tile shall be repaired with new pipe of same size and material (or better) and restored in acceptable operating condition at the original grade. Records of location and elevation shall be made by the contractor and furnished to the engineer upon project completion.

CONSTRUCTION DEBRIS CLEAN-UP
The contractor is responsible for removal and disposal of all excess material and debris resulting from his construction operations at no expense to the owner.

CONSTRUCTION RECORD
The contractor shall keep a set of approved construction plans on the jobsite, and shall maintain a legible record on said plans of field tile encountered, modifications/alterations to alignment/installation of proposed improvements, etc. Upon completion of the contractor's work, said record documents shall be provided to the engineer. Final payments shall not cone due until this information is provided to the engineer.

SAFETY & CONSTRUCTION EXECUTION
The contractor shall comply with the rules and regulations of OSHA and appropriate authorities regarding jobsite safety provisions. The engineer and owner are not responsible for the construction means, methods, techniques, sequences or procedures, tine for performance, programs, or for any safety precautions used by the contractor. The contractor is solely responsible for execution of his work in accordance with the contract documents.

INSURANCE
Contractors responsible for construction shall purchase insurance for the benefit of the engineer, naming RWG Engineering, LLC as an additional insured to cover claims and expenses, including cost of defense, asserted against engineer, it's agents, employees, and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state that: 'The coverage afforded the additional insured's shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the contractor.' A certificate shall be issued to the engineer prior to the start of work. Applicable insurance maintained by RWG Engineering, LLC shall be considered secondary and on an excess or contingent basis.

PROJECT SPECIFICATIONS

I. SOIL EROSION AND SEDIMENT CONTROL

GENERAL STANDARDS
Unless specifically modified below, all soil erosion and sediment control work shall be done in accordance with NPDES General Permit No. ILR10 and the 'Illinois Urban Manual.' The contractor shall conform to all requirements of this general permit including maintenance and inspection of erosion control measures and filing applicable certifications and reports. A copy of the notification of coverage letter shall be posted at the site in a prominent place for public viewing. Any control measures in addition to those outlined in these plans which are deemed necessary by the owner, engineer, or applicable governmental agency shall be immediately inplemented by the contractor. Maintenance and replacement of erosion control items shall be considered incidental.

SITE PREPARATION
Prior to clearing and grading, perimeter silt fence shall be installed, and onsite sediment control measures shall be constructed and functional per the soil erosion and sediment control plan. The contractor shall construct ditches, swales, sediment traps, and siltation control measures to intercept surface waters prior to conveyance onto adjacent properties, routing surface flow to onsite treatment facilities.

STABILIZED CONSTRUCTION ENTRANCE
Temporary gravel construction entrances shall be installed and maintained to prevent sediment from being trucked offsite. Sediment reaching a public road shall be removed by shoveling or street sweeping at the end of each work day. Loose material deposited in the flow line of any gutter or drainage structure shall be removed at the end of each work day.

TOPSOIL STOCKPILES
Topsoil stockpiles shall be seeded within seven (7) calendar days of completion for erosion control, unless they will be distributed within fourteen (14) calendar days. Stockpiles shall be encompassed with a silt fence.

DUST CONTROL
Dust control shall be performed on a daily basis using water dispersed from a truck mounted tank with a standard discharge header for uniform application rate.

DE-WATERING
During de-watering operations water shall be pumped into sediment basins or silt traps. De-watering directly into field tile or stormwater structures is not permitted. Water pumped during construction operations shall be filtered.

STABILIZATION
Disturbed areas shall be stabilized by seeding within seven (7) days of completion of disturbance unless the area will be disturbed within fourteen (14) days. Temporary seed mixtures shall be applied at a rate of 64 lbs/acre.

SEDIMENT BASINS
When stormwater is routed through proposed detention basins to allow for settlement of suspended silt and debris, the basins shall be constructed at the start of the project. Basins shall be sufficiently over-excavated to provide appropriate volume for sediment collection.

INLET PROTECTION BASKETS
Inlet protection devices shall be installed in each onsite drainage structure and in offsite structures where so indicated.

DRAINAGE SYSTEM MAINTENANCE
All storm sewers, catch basins, sumps, and detention basins provided with this project shall be cleaned at construction completion and prior to final acceptance. Cleaning nay also be required during construction if the traps are not functioning properly.

INSPECTIONS
The contractor shall inspect all erosion control measures at least once every seven (7) calendar days, and within 24 hours of a storm event of 0.5 inches or greater (or equivalent snowfall) and in accordance with NPDES guidelines. Necessary repairs or clean up to maintain the effectiveness of the control measures shall be done immediately.

CLEANUP
All erosion and sediment control measures shall be removed and disposed of in accordance with applicable governmental agency requirements within 30 days of final site stabilization.

II. EXCAVATION AND GRADING - (EARTHWORK)

GENERAL STANDARDS
Unless specifically modified below, all excavation and grading - (earthwork) shall be done in accordance with the applicable sections of the 'Standard Specifications For Road and Bridge Construction in Illinois,' as published by IDOT, Latest Edition.

SITE PREPARATIONS
Prior to onset of operations, the contractor shall become familiar with the soil erosion control specifications. The establishment of erosion control proceedures and the placement of filter fencing, etc. to protect adjacent property shall occur before mass grading begins, and in accordance with the implementation schedule.

Tree protection fencing shall be placed around any trees designated to be preserved within the construction zone. Fencing shall be placed in a circle centered around the tree, such that the entire drip zone (extent of furthest extended branches) shall be within the fence limits. The existing grade within the fenced area shall remain undisturbed.

DEMOLITION
Demolition of existing structures, pavements, curbs, flatwork, utilities, etc. shall be disposed of at an offsite dump site provided by the contractor. Onsite disposal will only be allowed if approved by the owner. Existing water wells shall be closed and capped in accordance with the Illinois Water Well Construction Code, as published by the Department of Public Health. Existing septic tanks and grease traps shall have all liquids and solids removed by a licensed waste hauler prior to structure removal or filling by the contractor.

CLEARING AND GRUBBING
Unless noted for preservation, all vegetative growth including trees and tree stumps shall be removed from the construction area. Offsite disposal shall be assumed unless permitted otherwise by owner.

TOPSOIL REMOVAL
Topsoil shall be stripped from all roadway, driveway, parking area, right-of-way, building pad and other designated structural areas. Stockpiling of topsoil for respread shall be at locations as directed by the owner. Topsoil stockpiled for future use shall be free from large roots, sticks, weeds, brush, stones larger than one inch diameter, and other litter or waste products not conducive to plant growth. Failure to properly sequence stockpiling operations shall not constitute a claim for additional compensation. No material shall be stockpiled in front yards, drainage swales, flood routing areas, utility locations, utility easements or right-of-way.

UNSUITABLE MATERIAL
Unsuitable subgrade material shall be removed from roadway, driveway, parking lot, building pad, and any other designated areas. Obviously soft underlying soil shall be removed from all structural improvement areas, areas to receive clay fill, and wherever else designated on the site. If underlying structural subgrade soils rut deeper than one inch under construction equipment or if the moisture content exceeds that needed for proper compaction, the soil shall be scarified, dried, and recompacted to the required specifications.

EXCAVATION AND EMBANKMENT
Upon completion of topsoil removal, the contractor shall perform excavation and embankment (Fill) operations in accordance with the inprovement plans.

Structural embankment material shall be placed in level uniform layers so that the compacted thickness is approximately six inches. Each layer shall be thoroughly mixed during spreading to insure uniformity.

Embankment material within roadway, driveway, parking areas, and other structural clay Fill areas shall be compacted to a minimum of ninety percent (90%) of maximum density (modified proctor method), or to such other density as determined appropriate by the soils engineer. Embankment for building pads shall be compacted to a minimum of ninety-five percent (95%) of maximum density (modified proctor method), or to such other density as determined appropriate by the soils engineer.

Embankment material within non-structural fill areas (random fill) shall be compacted to a minimum of eighty-five percent (85%) of maximum density (modified proctor method), or to such other density as determined appropriate by the soils engineer.

All subgrades for proposed street and pavement areas shall be proof-rolled by the contractor and any unstable areas shall be removed and replaced as directed by the soils engineer.

BACKFILLING CURBS, PAVEMENT, ETC.
Curbs, pavements, sidewalks, etc. shall be backfilled by the contractor after installation in accordance with the inprovement plan grades.

TOPSOIL RESPREAD
Except where otherwise noted, the contractor shall respread a minimum four (4) inch layer of topsoil on all designated open space, parkway, landscape, and other non-structural areas.

EXCESS MATERIAL
Unless otherwise approved by the owner, the contractor shall remove from the site any excess or unsuitable earth material.

SEEDING
Upon completion of topsoil respread, the contractor shall install seed and fertilizer as indicated on these improvement plans or per owner provided landscape plans.

INSPECTION BY THE SOILS ENGINEER
The owner provided soils engineer shall closely supervise and inspect the grading operations, particularly during the removal of unsuitable material and the construction of embankments or building pads. All testing, inspection and supervision of embankment quality, unsuitable removal and replacement, and other soils related operations shall be entirely the responsibility of the soils engineer.

GRADING TOLERANCE
Building pad elevations, subgrades for pavement, driveways and sidewalks, and all yard/open space areas shall be completed within a tolerance of plus or minus 0.1 foot of design subgrade elevations.

UTILITY INSTALLATION PREPARATION
Prior to utility construction, proposed pavement areas, building pads, driveway and sidewalk areas, and yard/open space areas shall be rough graded to plus or minus one foot of design subgrade elevations.

NOTE REGARDING PLAN GRADES
Grade elevations shown on the inprovement plans are finished grades. Pavement and/or topsoil respread thicknesses must be subtracted to determine subgrade elevations.

SITE DRAINAGE MAINTENANCE
Grading and site inprovement construction shall not cause ponding of stormwater. All areas adjacent to improvements shall be graded to provide positive site drainage.

SUBGRADE DESIGN CRITERIA
Pavement subgrade shall have a minimum IBR of 3.0 as determined by the soils engineer. The proposed pavement design has been based on a minimum IBR of 3.0. If areas of pavement subgrade are encountered which do not meet the minimum IBR requirements, remedial work or pavement design revisions will be ordered by the owner to obtain equivalent pavement strength.

III. UNDERGROUND UTILITIES - UNIVERSAL

GENERAL STANDARDS
All sewer and water main inprovements shall be constructed in accordance with the 'Standard Specifications for Water and Sewer Main Construction in Illinois,' Latest Edition, along with applicable sections of the 'Standard Specifications For Road and Bridge Construction in Illinois' as published by IDOT, Latest Edition, and the construction details and specifications of the applicable governnental agency.

GENERAL WORK SCOPE
Underground utility construction shall include trenching or augering; installation of pipe, structures and castings; backfilling of trenches with compaction; and testing as required. Fittings and accessories necessary to complete the work may not be specified, but shall be considered incidental to the cost of the contract.

GRADE PREPARATION
Rough grading to within one foot of finished subgrade shall be completed by the earthwork contractor prior to commencement of underground utility construction.

DE-WATERING
The contractor is responsible for dewatering any excavation for the installation of sewer or water systems. Dewatering will be considered incidental to the respective underground utility construction.

SHEETING AND BRACING
Any anticipated costs for sheeting and bracing shall be reflected in the contract amounts. Additional costs for sheeting and bracing will not be allowed.

SELECT GRANULAR BACKFILL
All utility trenches beneath existing or proposed pavement, driveways and sidewalks, and existing or proposed utilities (i.e. crossings), and for a distance of two (2) feet either side of same (or more for deeper utilities as noted on the plans), and/or wherever else shown on the plans shall be backfilled with select granular material and firnly compacted in accordance with the construction standard details.

EXCESS TRENCH MATERIAL
The contractor shall spread excess excavated trench material adjacent to the trenches in an orderly fashion so as not to create a hazard or obstruction, and to maintain the site in a workable condition.

DISSIMILAR MATERIALS/PIPE CONNECTIONS
'Band-Seal' or similar flexible type couplings shall be used when connecting sewer pipes of dissimilar materials. When connection to an existing sewer main by means other than an existing wye, tee, or an existing structure, one of the following methods shall be used:

- Circular coring of sewer main with proper tools ('Shewer-Tap' machine or similar) and installation of hub-wye or hub-tee saddle
- Renove entire section of pipe (breaking only the top of one bell) and replace with precast wye or tee branch section
- Using a pipe cutter, neatly and accurately cut out desired length of pipe for insertion of proper fitting, using a non-shear mission coupling to hold assembly firmly in place

UTILITY STRUCTURE SELECT BACKFILL
Where select granular bedding and backfill is required around utility structures, the cost for sane shall be nerged into the structure cost.

STRUCTURE CASTINGS
Frames and lids (or grates) for sanitary, water main and storn sewer structures shall be as indicated on the plans, and the cost of sane shall be integrated into the respective structure cost.

ADJUSTING RINGS
All structures shall incorporate a minimun of three (3) inches and a maximun of eight (8) inches of adjusting rings (two (2) rings maximun).

STRUCTURE ADJUSTMENT
All top of Frames for utility structures (including B-Boxes) shall be adjusted to meet final finished grade upon completion of finished grading and final inspection (cost incidental). The contractor shall insure that roadway, curb, and pavement inlets or structures (frames and grates) are at finished grade.

HORIZONTAL AND VERTICAL SEPARATION OF WATER AND SEWER MAINS
Horizontal and vertical separation between water and sewer mains shall be maintained in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois and said specifications standard drawings 18, 19, 20, 21, 22, 23, and 24.

FLOOR DRAINS AND FOOTING DRAINS
All floor drains and floor drain sump pumps shall discharge into the sanitary sewer. All downspouts, footing drains and subsurface stormwaters shall discharge into the storn sewer or onto the ground - not into the sanitary sewer.

CONSTRUCTION RECORD
The contractor shall maintain a legible record on a set of construction plans information concerning all manholes, wyes and services, valve boxes, curb boxes, etc. such that they can be field located in a manner acceptable to the applicable governmental agency.

IV UNDERGROUND UTILITIES - SANITARY SEWER

SANITARY SEWER PIPE
Sanitary sewers and services (or combined sewers in combined sewer areas) shall be constructed of one or more of the following materials as specified on the plans:

- PVC gravity sewer pipe conforning to ASTM D-3034 for pipe diameters of 4 inch to 15 inch, or conforning to ASTM F-679 for pipe diameters of 18 inch to 48 inch, with minun SDR of 26, and with Elastomeric gasket joints conforning to ASTM D-3212. The gasket shall comply with ASTM F-477. Sanitary services shall conform to ASTM D-2680 and D-2751 with solvent cement welded joints conforning to sane.
- Cement-lined ductile iron pipe class 52, conforning to AWWA C-151 (ANSI 21.51) with push-on joints conforning to AWWA C-111 (ANSI A21.11)
- Extra Strength Vitrified Clay Pipe (ESVCP) conforning to ASTM C-700 with ASTM C-425 joints and ASTM C-1784 collars (no-bell)

SANITARY SEWER BEDDING
Sanitary sewers shall be installed on compacted granular crushed stone bedding, 1/4 inch to 3/4 inch in size (IDOT gradation CA-7), with a minimun thickness of one fourth of the outside pipe diameter, but not less than 4 inches nor more than 8 inches. Bedding shall extend to one foot over the top of pipe for all sanitary sewer and services. Cost for bedding shall be nerged into lineal Footage cost for the respective sewer pipe.

SANITARY SEWER MANHOLES
Manholes shall be 4 Foot diameter precast reinforced concrete structures with eccentric cones. Cone openings shall be centered parallel to nainline flow. Structure sections and adjusting rings shall be securely sealed to each other using resilient, flexible, non-hardening, preformed bituminous nastic (Ram-Nek or approved equal). Mastic shall be applied such that no surface or ground water inflow can enter the structure. All structures shall be equipped with appropriate steps, frame and lid, and if indicated shall include an internal or external chimney seal (see construction standard detail). Manhole frames and lids shall be watertight with concealed pick-holes.

SANITARY PIPE MANHOLE CONNECTIONS
Sanitary sewer nanhole connections shall be nade with a flexible water-tight boot precast into the structure (see construction standard detail). Refer to ASTM C-923.

SERVICE LOCATIONS
Sanitary services shall be installed in a separate trench fran water services, with a ninnun horizontal separation of 10 feet.

TESTING
Sanitary sewers including nanholes and service lines shall be subjected to either an infiltration test or air test (and deflection test for flexible pipe) by the contractor. Allowable infiltration shall not exceed 200 gallons per inch diameter of pipe per nile per day. Vacuun testing of nanholes shall be in accordance with ASTM C-1244. Testing procedures shall be in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois. The contractor shall coordinate the testing with all applicable governmental agencies.

TELEVISING
Main line sanitary sewer shall be televised prior to acceptance and a DVD shall be provided to applicable governmental agencies. Corrective work required shall be done inmediately. Cost for televising shall be nerged into the unit price for the sewer pipe.

V. UNDERGROUND UTILITIES - WATER MAIN

WATER MAIN PIPE
Water nain shall be cement-lined ductile iron pipe class 52 conforning to AWWA C-151 (ANSI A21.51). Rubber gasket joints shall conforn to AWWA C-111 (ANSI A21.11). Ductile iron Fittings shall conforn to AWWA C-110 (ANSI A21.10). Cement lining shall conforn to AWWA C-104 (ANSI A21.4). If protective wrapping is indicated on the plan or details, it shall conforn to AWWA C105-99, ninnun thickness 8 nil polyethylene tube such as Olex type 'F-191' or equal, and shall completely encase and seal the nain, fittings, and accessories per nanufacturer's directions.

FITTINGS
Water nain fittings (bends, elbow, tees, increasers, reducers, etc.) nay or nay not be specifically referenced on the plans and quantities - if not, they shall be considered incidental and included in the lineal footage cost for the water nain.

DEPTH OF COVER - MAIN AND SERVICES
Minimun depth of cover fron Finished grade to top of water nain or water service pipe shall be five and one-half (5.5) feet.

THRUST BLOCKING
Thrust blocking shall be installed with water nains at all bends, tees, elbows, etc. (see construction standard detail). Restrained glands or nega-lug fittings nay be substituted if permitted by the applicable governmental agency. Cost of either to be nerged into lineal Footage cost for the water nain.

WATER MAIN BEDDING
Water nain shall be installed on compacted granular crushed stone bedding, 1/4 inch to 3/4 inch in size (IDOT gradation CA-6), a ninnun of 4 inches below the bottom of the pipe and extending upward to the springline (1/2 the pipe diameter). Cost for bedding shall be nerged into lineal Footage cost for the water nain.

WATER VALVES
Unless specifically noted otherwise, gate valves in accordance with the applicable governmental standard shall be used wherever valves are called for. Valves shall be iron body, bronze nounted, parallel resilient seat valves per AWA C-509. Valves shall be rated for 300 psi test pressure and 200 psi working pressure.

VALVE VAULTS
Valve vaults shall be used at all valve locations. Vaults shall be precast reinforced concrete structures, diameter as noted on the plans. Vaults shall include appropriate frames and lids (see construction standard detail(s).

PRESSURE TAPS
Where indicated on the plan, pressure tap operations shall be done while naintaining system pressure in the existing nain. The existing nain shall be cleaned prior to installation of the tapping sleeve. Tapping valve shall conforn to AWWA C-500. Vault, supports, frane, and lid shall conforn to the construction standard detail.

FIRE HYDRANTS
Hydrants shall be of the nanufacture and equipped with auxiliary valves and valve boxes in accordance with the applicable governmental agency's standard. Hydrants shall be equipped with two 2 1/2 inch hose nozzle connections and one 4 1/2 inch punper port. Hose threads shall be the standard of the applicable governmental agency. Hydrants shall open left (counter-clockwise). Hydrants shall generally be located three (3) feet clear of the back of curb.

SERVICE LOCATIONS
Water services shall be installed in a separate trench fran sanitary (or storn) services, with a ninnun horizontal separation of 10 feet.

TESTING AND DISINFECTION
Water nains shall be subject to a pressure test by the contractor. Hydrostatic pressure test and leakage shall be based on 150 psi for 2 hours. Chlorination for disinfection shall be in accordance with the Standard Specifications. Testing and chlorination of existing water nains (where connections are indicated on the plans) shall be considered incidental. In the event that pressure testing of existing nains fail, and such failures are attributable to pre-existing conditions not under the contractor's control, the contractor is entitled to additional payment to correct the deficiencies in the existing system.

VI. UNDERGROUND UTILITIES - STORM SEWER

STORM SEWER PIPE
Storn sewers and services shall be constructed of one or nore of the following materials as specified on the plans:

- Reinforced concrete pipe of the class as indicated on the plans, conforning to ASTM C-76 with trowel applied bituminous nastic compound per ASTM C-76. Where noted on the plan the joints and pipe shall incorporate flexible gaskets conforning to ASTM C-443 or ASTM C-361 in lieu of nastic (typically at water nain crossings).
- Cement-lined ductile iron pipe class 52, conforning to AWWA C-151 (ANSI 21.51) with push-on joints conforning to AWWA C-111 (ANSI A21.11).
- PVC gravity sewer pipe conforning to ASTM D-3034 (for pipe dianeters of 4 inch to 15 inch) or conforning to ASTM F-679 (for pipe dianeters of 18 inch to 48 inch). All pipe shall be SDR 35 or stronger, with elastomeric gasket joints conforning to ASTM D-3212.
- Galvanized corrugated netal (steel) pipe (CMP), 16 gauge ninnun, conforning to ASTM A760. This pipe nay be round, horizontal elliptical (HE), arch pipe or slotted drain as indicated on the plans. Slotted drain (trench drain) pipe shall incorporate 1.75 inch wide drain opening and 6 inch ninimun height adjustable drain guide.

STORM SEWER BEDDING
Storn sewers shall be installed on conpacted granular crushed stone bedding, 1/4 inch to 3/4 inch in size (IDOT gradation CA-6), with a ninnun thickness of one fourth of the outside pipe dianeter, but not less than 4 inches nor nore than 8 inches. Bedding shall extend upward to the springline of the pipe for concrete and ductile iron pipe, and one foot over the top of the pipe for PVC pipe and CMP pipe. Cost for bedding shall be nerged into lineal Footage cost for the respective sewer pipe.

INLETS, CATCH BASINS, AND MANHOLES
All structures shall be pre-cast reinforced concrete (see construction standard details). Structure sections and adjusting rings shall be securely sealed to each other with flexible bituminous nastic. Gaps at pipe connections shall be filled and securely sealed with non-shrink hydraulic cement nortar. Frames and grates (or lids) shall be as noted on the plans and shall be securely grouted with non-shrink hydraulic cement nortar.

SPECIAL STRUCTURES
If called for on the plans, special structures (headwalls, boxes, etc.) shall be in accordance with the construction standard details.

VII. PAVEMENT, CURBS, AND SIDEWALKS

GENERAL STANDARDS
Unless specifically nodified below, all pavement, curb, and sidewalk construction shall be done in accordance with the applicable sections of the 'Standard Specifications for Road and Bridge Construction in Illinois,' as published by IDOT, latest edition.

SUBGRADE PREPARATIN
The subgrade for roadways, pavement, and/or curbs and walks shall be finished by the excavation contractor to within 0.1 foot, plus or ninus, of plan elevation. The paving contractor shall confirn the proper preparation of the rough subgrade, or notify the owner and engineer in writing of any discrepancies. Prior to placement of base material, the paving contractor shall fine grade the subgrade to insure proper thicknesses for all base and pavement courses.

BITUMINOUS PAVEMENT
Bituminous Pavement shall consist of the sub-base course, base course, hot-nix asphalt binder course, and hot-nix asphalt surface course, of the thickness and materials as specified on the plans. The naximun size aggregate for the hot-nix surface course nixture shall be 3/8 inches. A prine coat shall be applied to the sub-base course (or base course) as indicated on the plans. A tack coat shall be applied to the binder course prior to surface course placement.

WEATHER REQUIREMENTS FOR BITUMINOUS PAVING
Hot-nix binder shall be placed only when the ambient air temperature is at least 40 degrees Fahrenheit and the Forecast is for rising temperatures. Hot-nix surface shall be placed when the ambient air tenperature is at least 45 degrees Fahrenheit and the Forecast is for rising temperatures.

BITUMINOUS PAVEMENT INSTALLATION
After installation of the base course, all traffic shall be kept off the base until the binder course is placed. After installation of the binder course (and for public inprovements after the binder course has been in place for one winter), and upon completion of inspection and approval by the applicable governmental agency and owner, the binder shall be cleaned, a tack coat shall be applied at a rate of 0.05 gal/square yard (cost incidental), and the surface course shall be placed. All damaged areas in the binder, base or curb shall be repaired prior to surface replacement.

REINFORCED CONCRETE PAVEMENT
Concrete pavement and base course shall be of the thickness as shown on the plans. All concrete pavement shall be reinforced with 6 inch x 6 inch No. 6 welded wire Fabric. All concrete pavement shall be broan finished. Contraction joints shall be sawcut inmediately after pavement installation and initial curing.

CONCRETE PAVEMENT JOINTING
Joints for concrete pavement shall be determined by contractor in the field using best practices. Maximun distance between joints shall be 15 feet. Jointing shall Follow the American Concrete Pavement Association Publication 'Proper use of Isolation and Expansion Joints in Concrete Pavements.'

CONCRETE CURB AND GUTTER
Combination curb and gutter shall be as detailed on the plans, underlain with the specified base course. Pre-nolded bituminous expansion joints ( 3/4 inch thick) with 3/4 inch x 8 inch plain round steel dowel bars shall be installed at 60 Foot intervals and at all P.C.'s, P.T.'s, curb returns, and at the end of each pour. Alternate ends of the dowel bars shall be greased and fitted with netal expansion tubes. Fiber expansion joints 3/4 inch shall also be used wherever sidewalk abuts the curb. Contraction joints shall be sawcut at 15 Foot intervals. Two (2) reinforcing bars (No. 4), 10 Feet long, shall be installed wherever curb and gutter crosses utility trenches or service lines. Curbs shall be depressed at all locations where public walks or pedestrian paths intersect curb lines (ADA Requirements - see construction standard details). Concrete curb and gutter shall be placed and vibrated to eliminate any honey-combing.

CONCRETE SIDEWALKS
Sidewalks and base course shall be of the thickness and dimensions as shown on the plans. Sidewalks crossing driveways shall be reinforced with 6 inch x 6 inch No. 6 welded wire mesh. Sidewalks crossing utility trenches shall be reinforced with three (3) No. 4 reinforcing bars 10 Feet long, centered over the trench crossing.

CONCRETE CURING
Curing and weather protection of all concrete surfaces (pavement, curb, sidewalk) shall be per the standard specifications.

TESTING
Testing of all pavement courses, curbs, and concrete shall be done by a qualified testing firm employed by the owner.

PAINTED PAVEMENT MARKINGS
Painted pavement markings and symbols shall be installed in the color and location as shown on the plan, and conforning to the standard specifications. Markings and symbols shall only be applied when the temperature is 50 degrees Fahrennheit or above.

| NO. | DATE | REVISIONS | DRAWN BY |
|---|---|---|---|
| 1 | 05/26/22 | GENERAL REVISIONS | TLM |

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# ARDMORE FLATS APARTMENTS
VILLA PARK, ILLINOIS

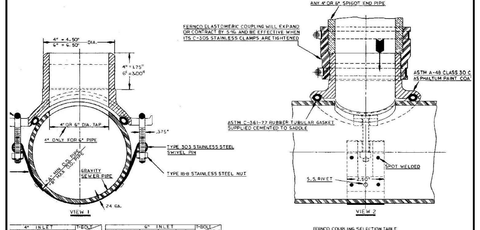
PROJECT SPECIFICATIONS AND NOTES

RWG Engineering, LLC
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630.480.7889
www.rwg-engineering.com

PROJECT NO. 66419521
DATE 04/28/22
SCALE NONE
PROJ. MGR. RWG
PROJ. ASSOC. RWG
DRAWN BY TLM

SHEET
6 OF 7

May 26, 2022 9:23:1 a.m. AcadVer:22.0s (LMS Tech)
Drawing: S:\66419521 - VILLA PARK APTS - ROSS\300_ENGINEERING\310_CADD\FINAL\664_BASE.DWG







| 4" INLET | | | | 6" INLET | | | | PIPE OUT |
|---|---|---|---|---|---|---|---|---|
| VERTICAL | A | B | STAR | RADIAL | A | B | STAR | |
| V1 | 14 3/4" | 3 1/4" | 4-1/4" | R1 | 14 3/4" | 3 1/4" | 4-1/4" | 4"-15" |
| V2 | 14 3/4" | 3 1/4" | 4-1/4" | R2 | 14 3/4" | 3 1/4" | 4-1/4" | 4"-15" |
| V3 | 14 3/4" | 3 1/4" | 4-1/4" | R3 | 14 3/4" | 3 1/4" | 4-1/4" | 4"-15" |
| V4 | 19 3/4" | 3 1/4" | 4-1/4" | R4 | 19 3/4" | 3 1/4" | 4-1/4" | 4"-15" |
| V5 | 19 3/4" | 3 1/4" | 4-1/4" | R5 | 19 3/4" | 3 1/4" | 4-1/4" | 4"-15" |
| V6 | 19 3/4" | 3 1/4" | 4-1/4" | R6 | 19 3/4" | 3 1/4" | 4-1/4" | 4"-15" |
| V7 | 19 3/4" | 3 1/4" | 4-1/4" | R7 | 19 3/4" | 3 1/4" | 4-1/4" | 4"-15" |
| V8 | 19 3/4" | 3 1/4" | 4-1/4" | R8 | 19 3/4" | 3 1/4" | 4-1/4" | 4"-15" |
| V9 | 19 3/4" | 3 1/4" | 4-1/4" | R9 | 19 3/4" | 3 1/4" | 4-1/4" | 4"-15" |
| V10 | 19 3/4" | 3 1/4" | 4-1/4" | R10 | 19 3/4" | 3 1/4" | 4-1/4" | 4"-15" |
| V11 | 19 3/4" | 3 1/4" | 4-1/4" | R11 | 19 3/4" | 3 1/4" | 4-1/4" | 4"-15" |
| V12 | 19 3/4" | 3 1/4" | 4-1/4" | R12 | 19 3/4" | 3 1/4" | 4-1/4" | 4"-15" |

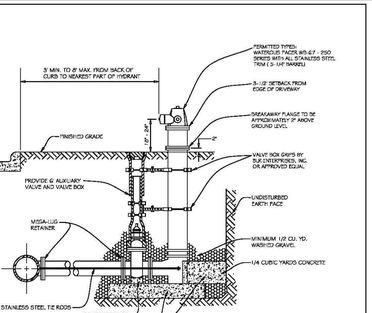
| GASKET SIZE | PIPE OUT | A | B |
|---|---|---|---|
| S X 8 | 4"-15" | 8-3/4" | 4-1/4" |
| S X 8 | 6"-15" | 8-3/4" | 4-1/4" |
| S X 12 | 4"-15" | 8-3/4" | 4-1/4" |
| S X 12 | 6"-15" | 8-3/4" | 4-1/4" |
| S X 12 | 8"-15" | 8-3/4" | 4-1/4" |
| S X 12 | 12"-15" | 8-3/4" | 4-1/4" |

FERNCO COUPLING SELECTION TABLE

| LATERAL TYPE | OD LATERAL | OD LATERAL |
|---|---|---|
| | MIN | MAX |
| ABS - SDR 35 | 3.95 | 4.16 |
| C.I.P. - EXTRA | 4.24 | 4.46 |
| CAST IRON - SV, SOIL OR SV | 4.24 | 4.46 |
| COPPER | 4.09 | 4.29 |
| DUCTILE | 4.24 | 4.46 |
| PLASTIC OR METAL | 4.09 | 4.29 |
| PVC - SDR 26 | 4.16 | 4.38 |
| SCH 40 | 4.16 | 4.38 |

# SEALTITE TYPE "S" SEWER PIPE SADDLE

STC - THIS DWG SUPERSEDES R-34-E-SE E-0-421-02



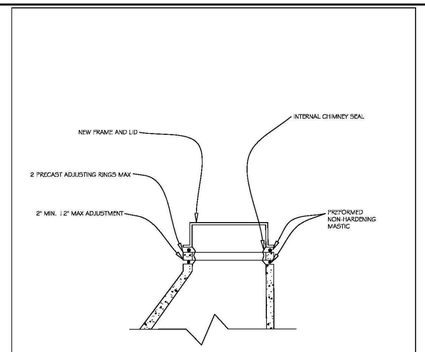

GENERAL NOTES:

1. MAXIMUM BARREL EXTENSIONS ARE 18 INCHES AND SHALL BE WATERGUS EXTENSION FOR WATERGUS HYDRANTS.
2. ALL HYDRANTS ARE TO BE SUPPLIED WITH A 6" FLANGED AND MECHANICAL JOINT AUXILIARY VALVE THAT CONFORMS TO AWWA 500-80. ALL TRIM BOLTS ARE TO BE STAINLESS STEEL.
3. ALL BELOW GRADE FASTENERS TO BE STAINLESS STEEL:
   A. BOLTS AND THREADED RODS - GRADE #304
   B. NUTS AND WASHERS - GRADE #300
4. MEGA-LUG RETAINERS MUST BE INSTALLED ON ALL MECHANICAL FITTINGS.

NOT TO SCALE

| REV: | | DATE: | | |
|---|---|---|---|---|
| REV: | RMR | DATE: | JUL 2004 | FIRE HYDRANT SETTING |
| DRAWN BY: | VV | DATE: | JAN 2003 | |

VILLAGE OF VILLA PARK
WATER - 04



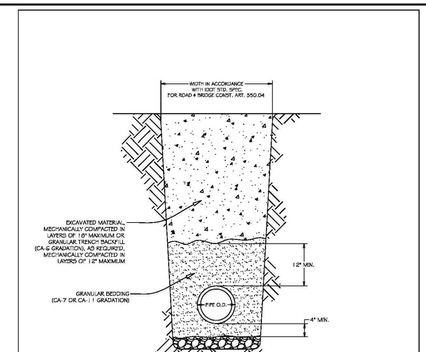

GENERAL NOTES:

1. INTERNAL MANHOLE CHIMNEY SEAL CONFORMING ASTM C-923 CRETOR OR APPROVED EQUAL (SANITARY AND COMBINED MANHOLES ONLY)
2. NEW FRAME AND LID (SANITARY): NEENAH R-1015-2000 FRAME NEENAH R-1015-2001 SELF SEALING LID
3. NEW FRAME AND LID (STORM): NEENAH R-1015-2000 FRAME NEENAH R-1015-2001 LID

NOT TO SCALE

| REV: | | DATE: | | |
|---|---|---|---|---|
| REV: | RMR | DATE: | JUL 2004 | TYPICAL MANHOLE ADJUSTMENT |
| DRAWN BY: | VV | DATE: | JAN 2003 | |

VILLAGE OF VILLA PARK
SANITARY - 02



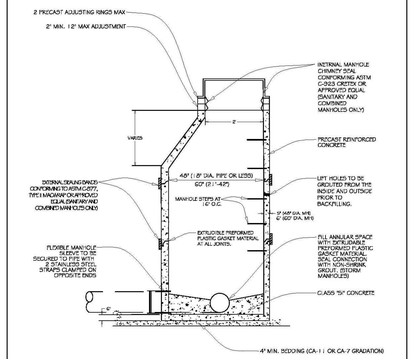

GENERAL NOTES:

1. GRANULAR TRENCH BACKFILL SHALL BE MECHANICALLY COMPACTED IN LAYERS OF 12" MAXIMUM, LOOSE MEASURE, TO 95% OF STANDARD MAXIMUM DENSITY (ASTM D 698)
2. EXCAVATED MATERIAL USED FOR BACKFILL SHALL BE MECHANICALLY COMPACTED IN LAYERS OF 18" MAXIMUM, LOOSE MEASURE, TO 90% OF STANDARD MAXIMUM DENSITY (ASTM D 698)

NOT TO SCALE

| REV: | KLM | DATE: | 10/20/2006 | |
|---|---|---|---|---|
| REV: | RMR | DATE: | 07/2004 | PIPE INSTALLATION |
| DRAWN BY: | VV | DATE: | 01/2003 | |

VILLAGE OF VILLA PARK
SANITARY - 03



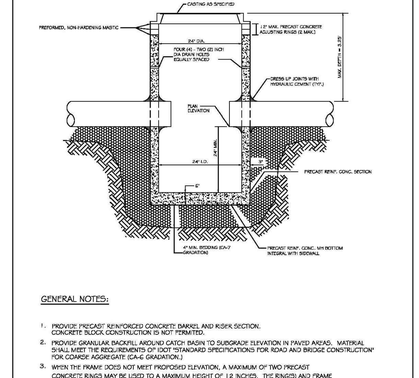

GENERAL NOTES:

1. FRAME AND LID (SANITARY): NEENAH R-1015-2000 FRAME NEENAH R-1015-2001 SELF SEALING LID
2. FRAME AND LID (STORM): NEENAH R-1015-2000 FRAME NEENAH R-1015-2001 LID
3. ALL LIFT HOLES ARE TO BE GROUTED FROM INSIDE AND OUTSIDE BEFORE BACKFILLING

NOT TO SCALE

| REV: | | DATE: | | |
|---|---|---|---|---|
| REV: | RMR | DATE: | JUL 2004 | STANDARD MANHOLE |
| DRAWN BY: | VV | DATE: | JAN 2003 | |

VILLAGE OF VILLA PARK
SANITARY - 05




GENERAL NOTES:

1. PROVIDE PRECAST REINFORCED CONCRETE BARREL AND RISER SECTION. CONCRETE BLOCK CONSTRUCTION IS NOT PERMITTED.
2. PROVIDE GRANULAR BACKFILL AROUND CATCH BASIN TO SUBGRADE ELEVATION IN PAVED AREAS. MATERIAL SHALL MEET THE REQUIREMENTS OF IDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" FOR COARSE AGGREGATE (CA-6 GRADATION.)
3. WITH THE FRAME DOES NOT MEET PROPOSED ELEVATION, A MAXIMUM OF TWO PRECAST CONCRETE RINGS MAY BE USED TO A MAXIMUM HEIGHT OF 12 INCHES. THE RING(S) AND FRAME SHALL BE SET IN A BED OF PREFORMED NON-HARDENING MASTIC (RUB-R-NEX OR APPROVED EQUAL).
4. PRECAST ADJUSTING RINGS SHALL BE REINFORCED WITH NO. 3 GAUGE WIRE OR EQUIVALENT AND SHALL HAVE A MINIMUM THICKNESS OF TWO INCHES.
5. MORTAR SHALL NOT BE USED TO DRESS UP ADJUSTING RINGS AND/OR FRAME.
6. DRESS UP INTERIOR JOINTS WITH HYDRAULIC CEMENT.
7. IN PAVED AREAS, DRAIN HOLES/WEEP HOLES SHALL BE COVERED WITH FILTER FABRIC. FILTER FABRIC SHALL BE SECURED TO THE OUTSIDE OF STRUCTURE PRIOR TO BACKFILL.
8. IN GRASSED AREAS, DRAIN HOLES/WEEP HOLES SHALL BE PLUGGED WITH HYDRAULIC CEMENT.

NOT TO SCALE

| REV: | | DATE: | | |
|---|---|---|---|---|
| REV: | RMR | DATE: | JUL 2004 | CATCH BASIN TYPE "C" |
| DRAWN BY: | VV | DATE: | JAN 2003 | |

VILLAGE OF VILLA PARK
STORM - 01




GENERAL NOTES:

1. CURING AND PROTECTION FOR IDOT SPECS AS APPROVED BY THE VILLAGE ENGINEER
2. ALL STONE BEDDING SHALL BE MECHANICALLY COMPACTED

NOT TO SCALE

| REV: | RMR | DATE: | 11/1/2007 | |
|---|---|---|---|---|
| REV: | RMR | DATE: | JUL 2004 | TYPICAL DRIVEWAY APPROACH |
| DRAWN BY: | VV | DATE: | JAN 2003 | |

VILLAGE OF VILLA PARK
STREET - 03




GENERAL NOTES:

1. ALL BELOW GRADE FASTENERS TO BE STAINLESS STEEL:
   A. BOLTS AND THREADED RODS - GRADE #304
   B. NUTS AND WASHERS - GRADE #300
2. FRAME AND LID: NEENAH R-1015-2000 FRAME NEENAH R-1015-2001 SELF SEALING LID "WATER" TO BE CAST INTO COVER

NOT TO SCALE

| REV: | | DATE: | | |
|---|---|---|---|---|
| REV: | RMR | DATE: | JUL 2004 | WATER VALVE IN VAULT |
| DRAWN BY: | VV | DATE: | JAN 2003 | |

VILLAGE OF VILLA PARK
WATER - 14




GENERAL NOTES:

1. Thrust blocks shall be made of 12" thick precastconcrete blocks or poured in place concrete.
2. Thrust blocks shall be installed at all tees and bends of 11.25° and grater.
3. Thrust blocks shall be installed against undisturbed soil.
4. Concrete shall be 3000 PSI (min.).
5. Poured concrete shall be placed in such a manner that pipe and fittings will be accessible for repairs.
6. All joints requiring thrust blocking shall also use Meg-a-Lug retainer glands.
7. Use of wood materials for thrust blocking is strongly prohibited.
8. All below grade fasteners to be stainless steel:
   bolts & threaded rods - grade 304
   nuts & washers - grade 300

NOT TO SCALE

| REV: | | DATE: | | |
|---|---|---|---|---|
| REV: | RMR | DATE: | FEB 2005 | THRUST BLOCK INSTALLATION |
| DRAWN BY: | VV | DATE: | FEB 2005 | |

VILLAGE OF VILLA PARK
WATER-22




GENERAL NOTES:

1. MEG-A-LUG RETAINER GLANDS AND THRUST BLOCKING SHALL BE USED AT ALL FITTINGS AND JOINTS.
2. AN EIGHTEEN INCH (1.5') VERTICAL SEPARATION SHALL BE MAINTAINED BETWEEN THE WATERMAIN AND THE PROPOSED SEWER.
3. WATERMAINS SHALL ONLY BE RAISED A MAXIMUM OF 1.5' WHEN USING M.J. OFFSET FITTINGS.
4. TYPE I RELOCATIONS SHALL ONLY BE USED WHEN THE TOP OF THE RELOCATED WATERMAIN IS 3.5' OR GREATER BELOW FINISHED GRADE.
5. TYPE II RELOCATIONS REQUIRE THE PROPOSED SEWER TO BE INSTALLED IN PRESSURE RATED PIPE (CLASS 52 DUCTILE IRON PIPE, OR PVC SDR-26, ASTM D-2241 ; PVC PIPE BETWEEN MANHOLES), OR ENCASED IN A BITUMINOUS COATED STEEL CASING PIPE, EXTENDING A MINIMUM OF 10' CENTERED ON THE WATERMAIN.
6. ALL BELOW GRADE FASTENERS SHALL BE STAINLESS STEEL.
   A. BOLTS: GRADE 304
   B. NUTS AND WASHERS: GRADE 300

NOT TO SCALE

| REV: | | DATE: | | |
|---|---|---|---|---|
| REV: | | DATE: | | WATERMAIN RELOCATION |
| DRAWN BY: | VV | DATE: | 01/07/2008 | |

VILLAGE OF VILLA PARK
WATER - 25




GENERAL NOTES:

1. CONTRACTION JOINTS SHALL BE PLACED BETWEEN EXPANSION JOINTS AT 15' INTREVALS.
2. EXPANSION JOINTS ARE TO BE PLACED AT 60' INTERVALS. 2-#6 X 18" REBARS TO BE PLACED AT ALL EXPANSION JOINTS.

NOT TO SCALE

| REV: | | DATE: | | |
|---|---|---|---|---|
| REV: | RMR | DATE: | JUL 2004 | COMBINATION CONCRETE CURB AND GUTTER |
| DRAWN BY: | VV | DATE: | JAN 2003 | |

VILLAGE OF VILLA PARK
ROAD - 02

ARDMORE FLATS APARTMENTS
VILLA PARK, ILLINOIS
CONSTRUCTION STANDARDS AND DETAILS

| NO. | DATE | REVISIONS | DRAWN BY |
|---|---|---|---|
| 1 | 05/26/22 | GENERAL REVISIONS | TLM |

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PROJECT NO. 66419521
DATE 04/28/22
SCALE NONE
PROJ. MGR. RWG
PROJ. ASSOC. RWG
DRAWN BY TLM

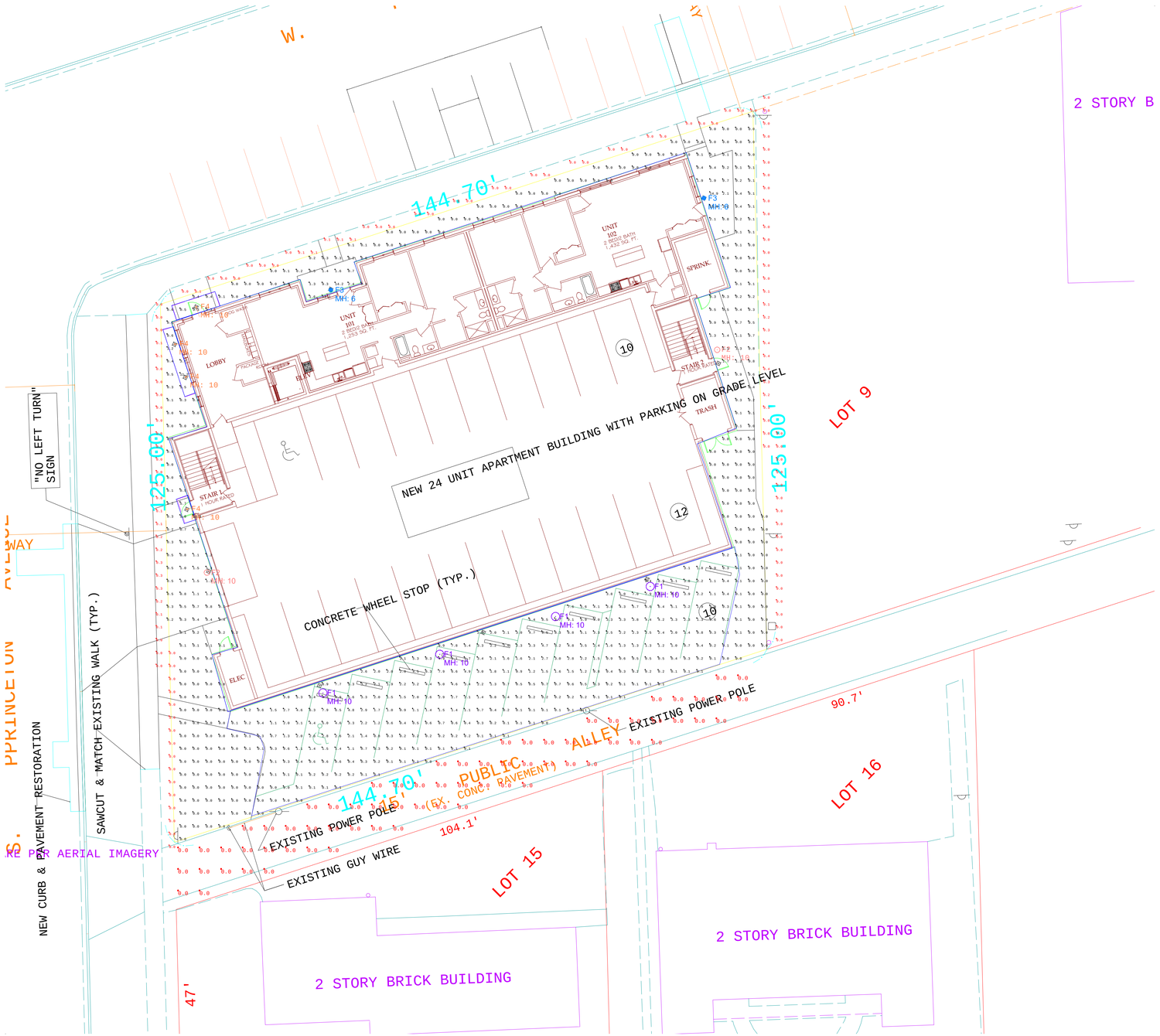
SHEET
7 OF 7

May 26, 2022 9:23:24 a.m. AcadVer:22.0s (LMS Tech)
Drawing: S:\66419521 – VILLA PARK APTS – ROSS\300_ENGINEERING\310_CADD\FINAL\664_BASE.DWG

| Luminaire Schedule | | | |
|---|---|---|---|
| Symbol | Tag | Qty | Description |
| | F1 | 4 | 512 - 41 - LVE01 - 3000lm |
| | F2 | 2 | 508 - 41 - LVE01 - 500lm |
| | F4 | 4 | AE2RRAB-SW-25-80-35-SDL-7W |
| | F3 | 2 | WS-W9101 A061916 |

NOTES:
LLF .9 FOR ALL FIXTURES
MOUNTING HEIGHTS SHOWN

| Calculation Summary | | | | | |
|---|---|---|---|---|---|
| Label | CalcType | Avg | Max | Min | Max/Min |
| ALLEY | Illuminance | 0.00 | 0.0 | 0.0 | N.A. |
| E PRIVATE ENTRY | Illuminance | 1.47 | 3.7 | 0.2 | 18.50 |
| EAST STAIR | Illuminance | 0.78 | 1.7 | 0.0 | N.A. |
| GARAGE ENTRANCE | Illuminance | 0.79 | 1.6 | 0.1 | 16.00 |
| MAIN ENTRY | Illuminance | 1.55 | 10.8 | 0.0 | N.A. |
| N PRIVATE ENTRY | Illuminance | 2.43 | 7.2 | 0.3 | 24.00 |
| OVERALL LOT | Illuminance | 1.33 | 15.9 | 0.0 | N.A. |
| PARKING_Planar | Illuminance | 2.12 | 8.4 | 0.0 | N.A. |
| PERIMETER | Illuminance | 0.04 | 0.4 | 0.0 | N.A. |
| WEST STAIR | Illuminance | 6.80 | 16.9 | 0.4 | 42.25 |




FORCE PARTNERS

| # | Date | Comments |
|---|---|---|
| Revisions | | |

Drawn By: BOSM
Checked By:
Date:5/25/2022
Scale:

ARDMORE FLATS

EXTERIOR



# Standard Dome

## Reflectors



A - B / C / D / E / F

A FIXTURE | B LAMP TYPE | C GLOBE | D CAST GUARD | E WIRE GUARD | F MOUNTING

## A Fixture

| | | | | |
|---|---|---|---|---|
| **508**<br>8" STANDARD DOME | **510**<br>10" STANDARD DOME | **512**<br>12" STANDARD DOME | **514**<br>14" STANDARD DOME | **516**<br>16" STANDARD DOME |
| **518**<br>18" STANDARD DOME | **520**<br>20" STANDARD DOME | | | |

Project:

Location:

Fixture Type:

Catalog Number:



**AVAILABLE FINISHES:**



# Vessel

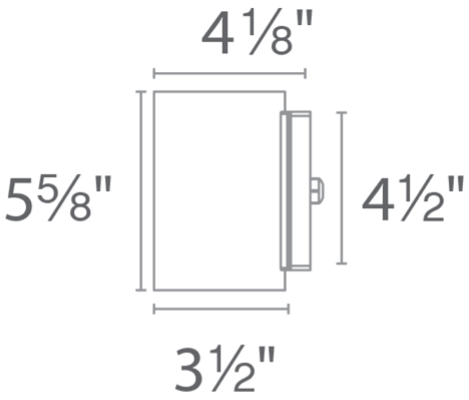
WS-W9101

**PRODUCT DESCRIPTION**

Minimalist and modern, these simplified cylinders project incredible light inside and out with advanced proprietary LED technology. Crafted from die-cast aluminum, Vessel provideseffortless versatility with its easy-to-pair shape and neutral finishes.

**FEATURES**

• 2700K and 4000K CCT option available for special order.
• Driver concealed within the fixture
• Silk-screened glass
• IDA Dark Sky compliant in color temperatures of 3000K or lower and when mounted in a downward orientation




WS-W9101

**SPECIFICATIONS**

| | |
|---|---|
| **Rated Life** | 50000 Hours |
| **Standards** | ETL, cETL,Wet Location Listed,IP66,Title 24 JA8: 2019 Compliant,Dark Sky Friendly |
| **Input** | 120-277V,50/60Hz |
| **Dimming** | ELV, 0-10V |
| **Mounting** | Can be mounted on wall vertically or upside down |
| **Color Temp** | 3000K |
| **CRI** | 90 |
| **Construction** | Die cast aluminum construction with silk-screened glass |

| Model & Size | Color Temp | Finish | LED Watts | LED Lumens | Delivered Lumens |
|---|---|---|---|---|---|
| ❍ WS-W9101 6" | 3000K | ❍ AL Brushed Aluminum | 16.8W | 1167 | 861 |
| | 3000K | ◎ BK Black | 16.8W | 1167 | 861 |
| | 3000K | ◎ BZ Bronze | 16.8W | 1167 | 861 |
| | 3000K | ◎ WT White | 16.8W | 1167 | 861 |

Example: **WS-W9101-WT**

•For '4000K' add "-'40'";'2700K' add "-'27'" before the finish: WS-W9101-27-AL

For custom requests please contact customs@modernforms.com

# AERA 2" DOWNLIGHT

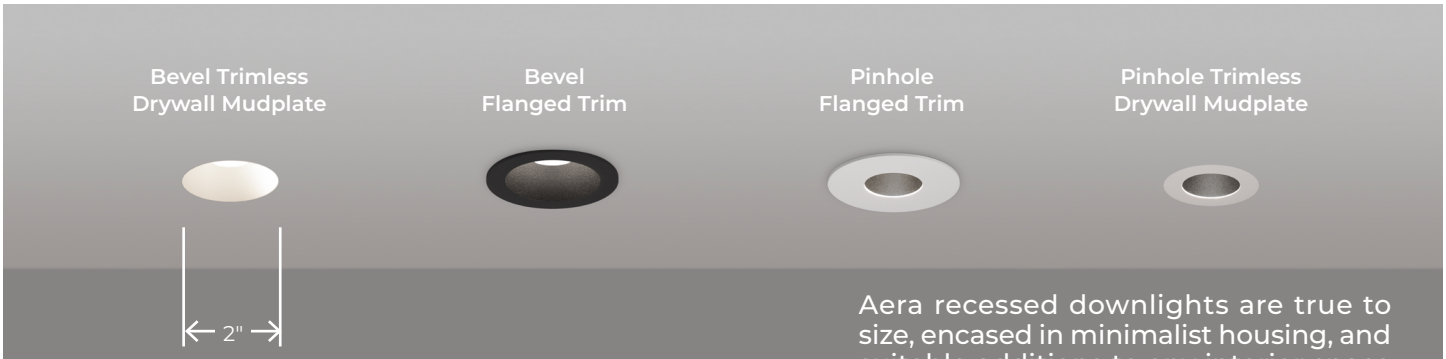
## ROUND RECESSED ADJUSTABLE

LUMENWERX

5 YEAR WARRANTY

Project: _____

Type: _____




Aera recessed downlights are true to size, encased in minimalist housing, and suitable additions to any interior space where outstanding optical performance, maximal eye comfort, and/or an industry-leading wall wash are required.

### Beam Angles




Low UGR < 10 in all beams / Max. tilt 35°

### Ceiling Types



Drywall Millwork Acoustic Tile

### Installation Types

New Construction (Type Non-IC, Type-IC, CCEA)
Remodel (Type Non-IC)

### Plenum Clearance

As low as 5"



### Certifications

IP44 Shower Rated
Some restrictions may apply.

JA8 TITLE 24

### Performance

| LUMEN OUTPUT [1] | WATTS | EFFICACY |
|---|---|---|
| 552 lm | 7 W | 79 lm/W |
| 727 lm | 10 W | 73 lm/W |

[1] Lumen packages are assuming 3500K, 80CRI, 35° beam, with SDL lens option.

### Light Source

Static White
Full Spectrum
SOLA - Dim-to-Warm
DUO - Tunable White

### COB

2 Step Color Binning
Up to 95 CRI

### Drivers

1%, 0.1% Dimming Available
0-10V, TRIAC, ELV, Lutron EcoSystem, DALI, DMX
Emergency Battery (optional)

### Aera Family (Refer to other spec sheets)

**Downlight**



2" / 3" / 4" Round / Square Recessed Adjustable
2" / 3" / 4" Round / Square Recessed
2" / 3" / 4" Round / Square Recessed Wall Wash

**Multi-aperture**



2" / 3" / 4" Round / Square Recessed Adjustable
2" / 3" / 4" Round / Square Recessed
2" / 3" / 4" Round / Square Recessed Wall Wash

**Cylinder**



2" / 3" / 4" Pendant
Pendant Asymmetric
Pendant Wall Wash
2" / 3" / 4" Wall
Wall Asymmetric
2" / 3" / 4" Surface
Surface Asymmetric
Surface Wall Wash



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# AERA 2" DOWNLIGHT

## ROUND RECESSED ADJUSTABLE

LUMENWERX

Project: _____

Type: _____

## Order Guide

To specify a Title 24 JA8 compliant fixture, see page 3.

### 1 - Housing (Example: AE2RRA-TRM-SW-OF-ASB-120-7W-D1-NA)

| LUMINAIRE ID [1] | TRIM STYLE | LIGHT SOURCE | INSTALLATION TYPE | MOUNTING OPTION [4] Specify NA for Remodel |
|---|---|---|---|---|
| **AE2RRA** | | | | |
| **AE2RRA** - Aera 2" Round Recessed Adjustable<br>[1] Recessed (fixed) and Recessed Wall Wash also available. Consult other spec sheets. | **TRM** - Flanged trim<br>**TLMP** - Trimless drywall mudplate<br>**TLMW** [2] - Trimless millwork<br>[2] Not available with remodel (RM) installation type. | **SW** - Static white<br>**FS** - Full spectrum<br>**SOLA** - Dim-to-warm single channel control 35K to 22K<br>**DUO** - Tunable white 2-channel control 65K to 27K | **OF** - Open Frame Type Non-IC<br>**IC** [3] - Type-IC<br>**RM** - Remodel Type Non-IC<br>**CP** [3] - Chicago Plenum Type-IC (CCEA)<br>**AT** [3] - Airtight Type-IC<br>[3] Available with low output only. | **ASB** - Adjustable standard bar hangers<br>**FMB** - Flush mount bars<br>**ACB** - Adjustable commercial bar hangers<br>**AHC** - Adjustable hat channel bars<br>**NA** - Not applicable<br>[4] See page 5 for more details. |

| VOLTAGE | WATTAGE [6] | DIMMING [8] | | | OPTION [15] |
|---|---|---|---|---|---|
| | | | | | **NA** |
| **120** - 120V<br>**277** - 277V<br>**UNV** - 120V-277V<br>**347** [5] - 347V<br>[5] Available with RD1 driver only. Please consult factory. | **7W** - Low output 477-560 lm<br>**10W** [7] - Medium output 627-736 lm<br>[6] Lumen outputs are reduced with full spectrum, consult factory.<br>[7] Not available with IC/CP/AT. | **INTEGRAL**<br>**D1** - 1% 0-10V<br>**ELV** [9] - ELV 120V<br>**TRI** [9] - TRIAC 120V<br>[8] PoE (Power-over-Ethernet) compatible. Consult factory for details.<br>[9] Available with 120V only. | **REMOTE** [10]<br>**RD1** - 1% 0-10V<br>**RELV** [11] - ELV 120V<br>**RTRI** [11] - TRIAC 120V<br>**RLTEA2W** [11, 12] - Lutron 1% - 2 wire FP 120V<br>**RLDE1** [13] - Lutron Hi-lume 1% Eco | **RDA** [13] - DALI<br>**RELD1** - eldoLED 1% ECOdrive 0-10V<br>**RELD0** - eldoLED 0.1% SOLOdrive 0-10V<br>**+EB** [14] - Emergency battery<br>[10] A remote driver box is provided, see page 4 for details.<br>[11] Available with 120V only.<br>[12] Not available with 7 W output.<br>[13] On-site commissioning is required.<br>[14] For emergency battery, code will be like the following example: **RD1 + EB** | **NA** - None<br>[15] To specify a JA8 compliant fixture, see page 3. |
| | SOLA<br>**8W** - 8 W output, up to 250 lm<br>DUO<br>**7W** - 7 W output, up to 200 lm | SOLA<br>**SD1** - 1% 0-10V<br>**SELV** [9] - ELV 120V<br>**STRI** [9] - TRIAC 120V | SOLA<br>**RSD1** - Single 0-10V input<br>**RSELV** [11] - ELV 120V<br>**RSTRI** [11] - TRIAC 120V | DUO<br>**RDMX** [13] - DMX<br>**RDDA** [13] - DALI DT6<br>**RDDA8** [13] - DALI DT8<br>**RDD1** - Dual 0-10V input for CCT/intensity<br>**RPSQ0** [13] - Lutron T-Series 1% tunable white | |

### 2 - Light & Baffle (Example: AE2RRAB-SW-15-2-90-27-LS-TRM-SDL-TMW-TMW-NA)

| LUMINAIRE ID | LIGHT SOURCE | BEAM | COLOR QUALITY | CRI | COLOR TEMP. |
|---|---|---|---|---|---|
| **AE2RRAB** - Aera 2" Round Recessed Adjustable Bevel<br>**AE2RRAP** - Aera 2" Round Recessed Adjustable Pinhole | **SW** - Static white<br>**FS** - Full spectrum | **15** - 15° Spot<br>**25** - 25° Spot<br>**35** - 35° Narrow flood<br>**50** - 50° Wide flood<br>**80** - 80° Very wide flood<br>**90** - 90° Open flood | **2** [16] - 2 Step MacAdam Ellipse<br>**3** - 3 Step MacAdam Ellipse<br>[16] Not available with full spectrum. | **90** [17] - 90 CRI<br>**95** - 95 CRI<br>**80** [17] - 80 CRI<br>[17] Not available with full spectrum. | **27** - 2700K<br>**30** - 3000K<br>**35** - 3500K<br>**40** - 4000K |
| | **SOLA** - Dim-to-warm single channel control 35K to 22K<br>**DUO** - Tunable white 2-channel control 65K to 27K | **50** - 50° Wide flood | **3** - 3 Step MacAdam Ellipse | **90** - 90 CRI | **SOLA** - Dim-to-warm single channel control 35K to 22K<br>**DUO** - Tunable white 2-channel control 65K to 27K |

| OPTICAL OPTIONS | TRIM STYLE | LENS Specify NOL for Pinhole | BAFFLE FINISH Specify NA for Pinhole | TRIM FLANGE FINISH Specify NA for Bevel Trimless | OPTIONS [20] |
|---|---|---|---|---|---|
| **LS** [18] - Linear spread<br>**HEX** [18] - Hex louver<br>**NA** - None<br>[18] Hex louver and linear spread cannot be used together. | **TRM** - Flanged trim<br>**TLMP** - Trimless drywall mudplate<br>**TLMW** [19] - Trimless millwork<br>[19] Not available with remodel (RM) installation type. | **SDL** - Soft diffused lens<br>**FDL** - Frosted diffused lens<br>**CL** - Clear lens<br>**NOL** - No lens | **TMW** - Textured matte white<br>**TMB** - Textured matte black<br>**SPC** - Specular<br>**SSPC** - Semi-specular<br>**CHP** - Champagne<br>**CF#** - Custom finish, specify RAL#<br>**NA** - Not applicable | **TMW** - Textured matte white<br>**TMB** - Textured matte black<br>**SPC** - Specular<br>**SSPC** - Semi-specular<br>**CHP** - Champagne<br>**CF#** - Custom finish, specify RAL#<br>**NA** - Not applicable | **WET** [21] - Wet location<br>**NA** - None<br>[20] To specify a JA8 compliant fixture, see page 3.<br>[21] Must be specified with the bevel (AE2RRAB), flanged trim (TRM), and either SDL, FDL, or CL lens options. |



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# AERA 2" DOWNLIGHT

LUMENWERX

## ROUND RECESSED ADJUSTABLE

## Title 24 JA8

Project: _____

Type: _____

## Order Guide

## 1 - Housing (Example: AE2RRA-TRM-SW-AT-ASB-120-7W-D1-JA8)

| LUMINAIRE ID [1] | TRIM STYLE | LIGHT SOURCE | INSTALLATION TYPE | MOUNTING OPTION [2] |
|---|---|---|---|---|
| **AE2RRA** | | | **AT** | |
| **AE2RRA** - Aera 2" Round Recessed Adjustable<br>[1] Recessed (fixed) and Recessed Wall Wash also available. Consult other spec sheets. | **TRM** - Flanged trim<br>**TLMP** - Trimless drywall mudplate<br>**TLMW** - Trimless millwork | **SW** - Static white<br>**SOLA** - Dim-to-warm single channel control 35K to 22K | **AT** - Airtight Type-IC | **ASB** - Adjustable standard bar hangers<br>**FMB** - Flush mount bars<br>**ACB** - Adjustable commercial bar hangers<br>**AHC** - Adjustable hat channel bars<br>[2] See page 5 for more details. |

| VOLTAGE | WATTAGE | DIMMING | | OPTION |
|---|---|---|---|---|
| | | | | **JA8** |
| **120** - 120V<br>**277** - 277V | **7W** - Low output 477-560 lm | **INTEGRAL** | **REMOTE** [4] | **JA8** - JA8 compliant |
| | | **D1** - 1% 0-10V<br>**ELV** [3] - ELV 120V<br>**TRI** [3] - TRIAC 120V<br>[3] Available with 120V only. | **RD1** - 1% 0-10V<br>**RELV** [5] - ELV 120V<br>**RTRI** [5] - TRIAC 120V<br>**RLDE1** [6] - Lutron Hi-lume 1% Eco<br>[4] A remote driver box is provided, see page 4 for details.<br>[5] Available with 120V only.<br>[6] On-site commissioning is required. | |
| | **8W** - 8 W output, up to 250 lm | **SD1** - 1% 0-10V<br>**SELV** [3] - ELV 120V<br>**STRI** [3] - TRIAC 120V | **RSD1** - Single 0-10V input<br>**RSELV** [5] - ELV 120V<br>**RSTRI** [5] - TRIAC 120V | |

## 2 - Light & Baffle (Example: AE2RRAB-SW-15-2-90-27-NA-TRM-SDL-TMW-TMW-JA8-WET)

| LUMINAIRE ID | LIGHT SOURCE | BEAM | COLOR QUALITY | CRI | COLOR TEMP. |
|---|---|---|---|---|---|
| | | | | **90** | |
| **AE2RRAB** - Aera 2" Round Recessed Adjustable Bevel<br>**AE2RRAP** - Aera 2" Round Recessed Adjustable Pinhole | **SW** - Static white | **15** - 15° Spot<br>**25** - 25° Spot<br>**35** - 35° Narrow flood<br>**50** - 50° Wide flood<br>**80** - 80° Very wide flood<br>**90** - 90° Open flood | **2** - 2 Step MacAdam Ellipse<br>**3** - 3 Step MacAdam Ellipse | **90** - 90 CRI | **27** - 2700K<br>**30** - 3000K<br>**35** - 3500K<br>**40** - 4000K |
| | **SOLA** - Dim-to-warm single channel control 35K to 22K | **50** - 50° Wide flood | **3** - 3 Step MacAdam Ellipse | | **SOLA** - Dim-to-warm single channel control 35K to 22K |

| OPTICAL OPTION | TRIM STYLE | LENS<br>Specify NOL for Pinhole | BAFFLE FINISH<br>Specify NA for Pinhole | TRIM FLANGE FINISH<br>Specify NA for Bevel Trimless | OPTIONS |
|---|---|---|---|---|---|
| **NA** | | | | | **JA8** |
| **NA** - None | **TRM** - Flanged trim<br>**TLMP** - Trimless drywall mudplate<br>**TLMW** - Trimless millwork | **SDL** - Soft diffused lens<br>**FDL** - Frosted diffused lens<br>**CL** - Clear lens<br>**NOL** - No lens | **TMW** - Textured matte white<br>**TMB** - Textured matte black<br>**SPC** - Specular<br>**SSPC** - Semi-specular<br>**CHP** - Champagne<br>**CF#** - Custom finish, specify RAL#<br>**NA** - Not applicable | **TMW** - Textured matte white<br>**TMB** - Textured matte black<br>**SPC** - Specular<br>**SSPC** - Semi-specular<br>**CHP** - Champagne<br>**CF#** - Custom finish, specify RAL#<br>**NA** - Not applicable | **JA8** - JA8 compliant<br>**WET** [7,8] - Wet location<br>[7] Must be specified with the bevel (AE2RRAB), flanged trim (TRM), and either SDL, FDL, or CL lens options.<br>[8] To specify the WET option, the code will be JA8-WET. |



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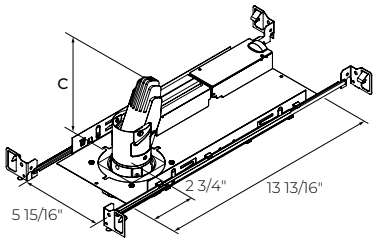
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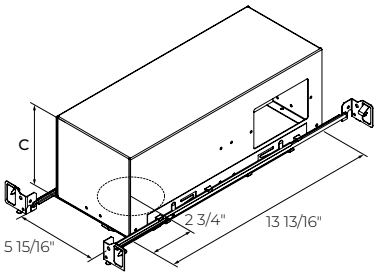
# AERA 2" DOWNLIGHT
## ROUND RECESSED ADJUSTABLE

LUMENWERX

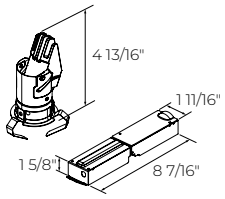
## Housing

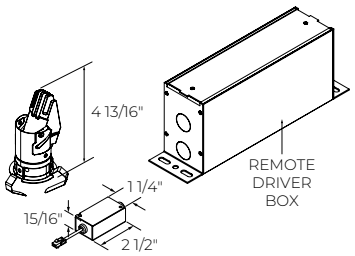
| INSTALLATION TYPES | | |
|---|---|---|
| **OF -** Open Frame Type Non-IC | **IC -** Type-IC | **CP -** Chicago Plenum Type-IC (CCEA)<br>**AT** - Airtight Type-IC |




| **RM -** Remodel Type Non-IC | |
|---|---|
| Integral | Remote |

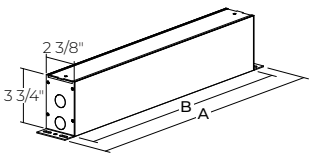


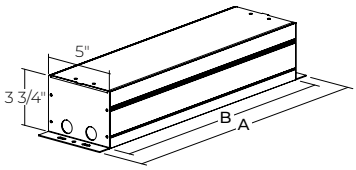

- For height dimension C, see the PLENUM CLEARANCE & CUT-OUT DIMENSIONS table below.
- For OF, IC, and CP installation types with remote dimming, a remote driver box is provided.

### REMOTE DRIVER BOX

RDB8 / RDB18 / RDB24

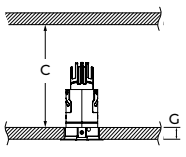



RDB24W

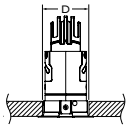



| | RDB8 | RDB18 | RDB24 | RDB24W |
|---|---|---|---|---|
| **A** | 10" | 20" | 26" | 26" |
| **B** | 8" | 18" | 24" | 24" |
| **DRIVER** | **RD1** - 1% 0-10V<br>**RELV** - ELV 120V<br>**RTRI** - TRIAC 120V<br><br>SOLA<br>**RSD1** - Single 0-10V input<br>**RSELV** - ELV 120V<br>**RSTRI** - TRIAC 120V | **RLTEA2W** - Lutron 1% - 2 wire FP 120V<br>**RLDE1** - Lutron Hi-lume 1% Eco<br>**RDA** - DALI<br>**RELD1** - eldoLED 1% ECOdrive 0-10V<br>**RELD0** - eldoLED 0.1% SOLOdrive 0-10V | Emergency battery (+EB) with the following driver options.<br>**RD1+EB** - 1% 0-10V<br>**RELV+EB** - ELV 120V<br>**RTRI+EB** - TRIAC 120V<br><br>DUO<br>**RDMX** - DMX<br>**RDDA** - DALI<br>**RDD1** - Dual 0-10V input for CCT/intensity<br>**RPSQ0** - Lutron T-Series 1% tunable white | Emergency battery (+EB) with the following driver options.<br>**RLTEA2W+EB** - Lutron 1% - 2 wire FP 120V<br>**RLDE1+EB** - Lutron Hi-lume 1% Eco<br>**RDA+EB** - DALI<br>**RELD1+EB** - eldoLED 1% ECOdrive 0-10V<br>**RELD0+EB** - eldoLED 0.1% SOLOdrive 0-10V |

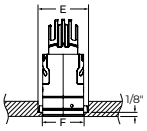
### PLENUM CLEARANCE & CUT-OUT DIMENSIONS




TRM/TLMP




TLMW




| | PLENUM CLEARANCE HEIGHT | | | |
|---|---|---|---|---|
| | REMOTE & INTEGRAL | | | |
| | OF | IC | CP/AT | RM |
| **C** | 5" | 5 1/8" | 5 1/8" | 5" |

| | CUT-OUT DIMENSIONS | |
|---|---|---|
| **D** | TRM/TLMP | Ø 2 1/2" |
| **E** | TLMW | Ø 2 1/2" |
| **F** | | Ø 2 1/16" with 1/8" lip |

| | MAXIMUM CEILING THICKNESS | |
|---|---|---|
| **G** | TRM/TLMP | 1" |
| | TLMW | 5/8" |

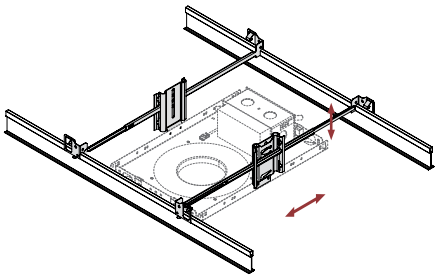
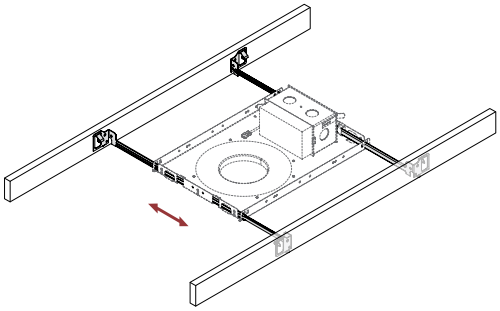
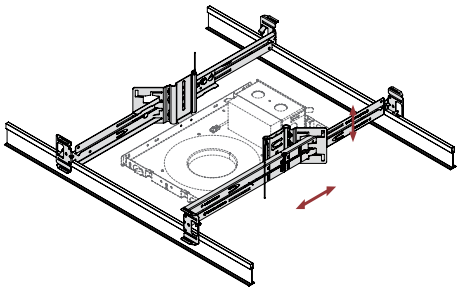
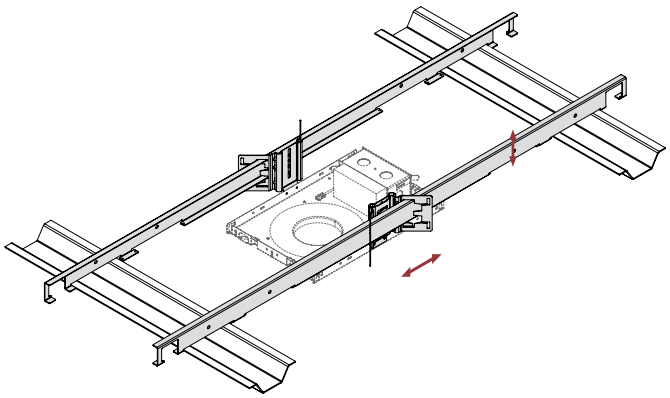


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## Housing

| MOUNTING OPTIONS | |
|---|---|
| **ASB -** Adjustable Standard Bar Hangers | |
|  | Adjustable Standard Bar hangers can be used in both commercial and residential applications and are adjustable to various heights in both Grid Ceiling and Drywall mounting. ASB hangers are less rigid and versatile than ACB hangers. |
| **FMB -** Flush Mount Bars | |
|  | Flush Mount Bars are best used in residential applications, fitting snug to the surface and suitable for Wood, Metal, and Drywall mounting. The flush mounted bars are static and can't be adjusted. |
| **ACB -** Adjustable Commercial Bar Hangers | |
|  | Adjustable Commercial Bar hangers can be used in both commercial and residential applications and are by far the most versatile mounting bar we offer with its adjustability to various heights. ACB hangers are suitable for Grid Ceiling, Drywall, Metal, Wood and Frame mounting.<br><br>· Extremely rigid<br>· Fits into C-Channel notches in a Butterfly Bracket |
| **AHC -** Adjustable Hat Channel Bars | |
|  | Adjustable Hat Channel bars can be used in both commercial and residential applications and come with a butterfly clip to adjust to various heights. AHC bars can be hung downward by 90 degrees in vertical position, and once wired, can be shifted onto the horizontal mounting plane. AHC bars are suitable for both Drywall and wood ceiling applications. |




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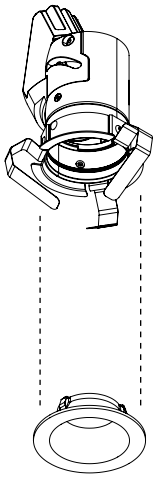
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# AERA 2" DOWNLIGHT

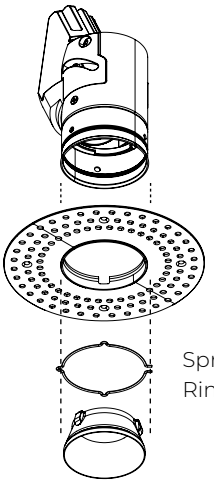
## ROUND RECESSED ADJUSTABLE

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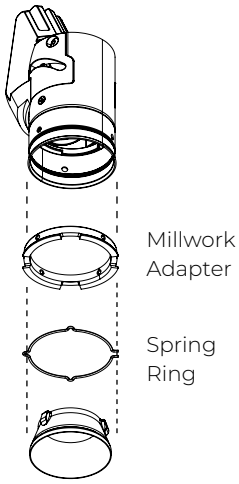
## Light & Baffle



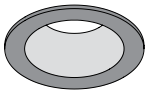
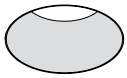
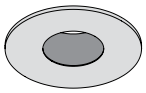
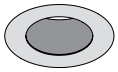
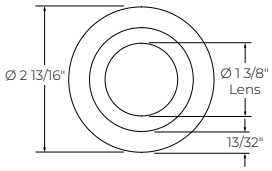
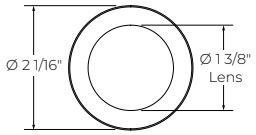
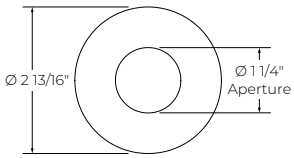
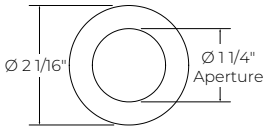
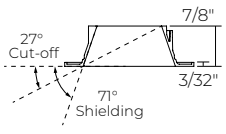
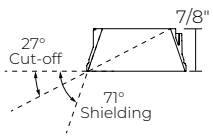
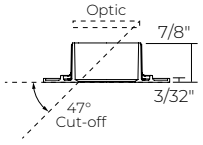
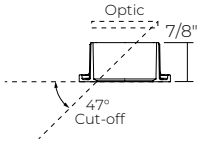
Flanged Trim




Trimless Drywall Mudplate




Trimless Millwork

| Bevel | | Pinhole | |
|---|---|---|---|
| **TRM** Flanged Trim | **TLMP/TLMW** Trimless Drywall Mudplate /Trimless Millwork | **TRM** Flanged Trim | **TLMP/TLMW** Trimless Drywall Mudplate /Trimless Millwork |
|  |  |  |  |
| Baffle finish<br>Trim flange finish | | Trim flange finish<br>Textured matte black | |
|  |  |  |  |
|  |  |  |  |



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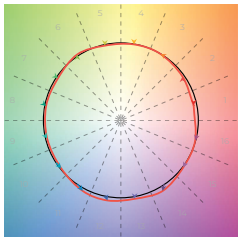
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AERA2-DOWNLIGHT-ROUND-RECESSED-ADJUSTABLE-SPEC-REV1 April 11, 2022

# AERA 2" DOWNLIGHT
## ROUND RECESSED ADJUSTABLE

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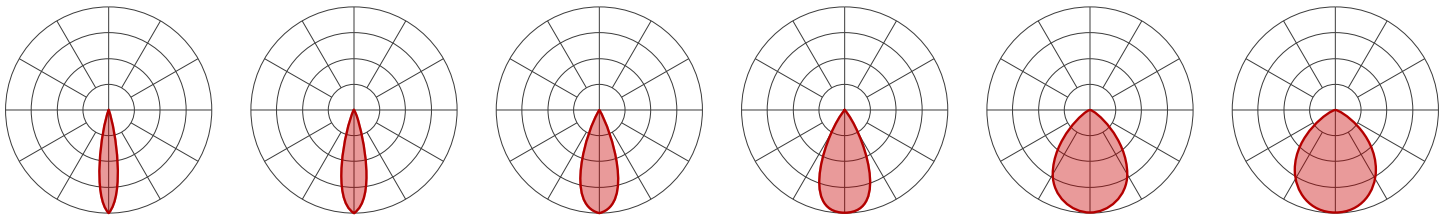
## Color Quality

| COLOR QUALITY - 3500K | |
|---|---|
| TM-30 $R_f$ | 91 |
| TM-30 $R_g$ | 100 |
| CRI | 90 |
| R9 | > 50 |



## Photometrics

Please follow the multiplier tables to ensure correct lumen value. Beams, CCT, baffle styles, baffle colors, lensing and accessories will change the lumen value.



15° 25° 35° 50° 80° 90°

Delivered Lumens for Bevel Baffles - At 35K, with SDL lens option

| CRI | 90 CRI | | | | | | 95 CRI | | | | | | 80 CRI | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BEAM | 15 | 25 | 35 | 50 | 80 | 90 | 15 | 25 | 35 | 50 | 80 | 90 | 15 | 25 | 35 | 50 | 80 | 90 |
| Low - 7 W | 479 | 523 | 516 | 495 | 446 | 446 | 369 | 403 | 397 | 381 | 343 | 343 | 513 | 560 | 552 | 530 | 477 | 477 |
| Medium - 10 W | 629 | 688 | 679 | 651 | 586 | 586 | 484 | 530 | 523 | 501 | 451 | 451 | 673 | 736 | 727 | 697 | 627 | 627 |

Efficacy Based on Delivered Lumens

| CRI | 90 CRI | | | | | | 95 CRI | | | | | | 80 CRI | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BEAM | 15 | 25 | 35 | 50 | 80 | 90 | 15 | 25 | 35 | 50 | 80 | 90 | 15 | 25 | 35 | 50 | 80 | 90 |
| Low - 7 W | 68 | 75 | 74 | 71 | 64 | 64 | 53 | 58 | 57 | 54 | 49 | 49 | 73 | 80 | 79 | 76 | 68 | 68 |
| Medium - 10 W | 63 | 69 | 68 | 65 | 59 | 59 | 48 | 53 | 52 | 50 | 45 | 45 | 67 | 74 | 73 | 70 | 63 | 63 |

### MULTIPLIERS

CCT

| CCT | |
|---|---|
| 2700K | 0.9 |
| 3000K | 0.95 |
| 3500K | 1 |
| 4000K | 1.05 |

For SOLA and DUO, please consult factory.

Baffle Style and Color

| BAFFLE VARIABLES | |
|---|---|
| White | 1 |
| Black | 1 |
| Round | 1 |
| Square | 1 |
| Bevel | 1 |
| Wet Bevel | 1 |
| Pinhole | 0.92 |
| Trimless | 1 |

Optical Options

| LENS AND LOUVERS | |
|---|---|
| No lens | 1.1 |
| Soft diffused lens | 1 |
| Frosted lens | 0.8 |
| Clear lens | 1.1 |
| Linear spread | 0.84 |
| Hex louvers | 0.86 |



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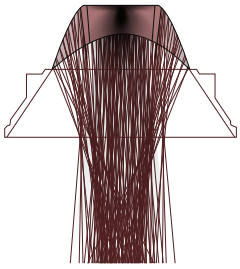
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# AERA 2" DOWNLIGHT
## ROUND RECESSED ADJUSTABLE

LUMENWERX

## Technical Specifications

### OPTIC
XPoint™ Refraction Technology optics provide precise optical control in a remarkably compact form. The core of this four-tier system is compound reflector with a central TIR element, just 1.06" deep. Beam angles are easily interchanged in the field.



### LIGHT SOURCE
Compact COB (Chip-On-Board) LED module, available in 2700K, 3000K, 3500K and 4000K with a choice of 80 CRI, 90 CRI, or 95 CRI, with elevated R9 value for 90 CRI and above. Color consistency is maintained to within 2 SDCM. All LEDs have been tested in accordance with IESNA LM-80-08 and the results have shown L80 lumen maintenance greater than 60,000 hours. Absolute product photometry is measured and presented in accordance with IESNA LM-79, unless otherwise indicated. Optional full spectrum LEDs can be incorporated in the fixture to increase Cyanosis Observation Index (COI) and assist in regulating circadian rhythms.

### CHROMAWERX - TUNABLE WHITE
**Chromawerx SOLA**
Chromawerx SOLA is single-channel control that dims output while warming the color temperature in a pre-determined relationship. A simple analog control adjusts a specially populated LED array to emulate the effect of dimming a filament source.

**Chromawerx DUO**
Chromawerx DUO offers a two-channel control system which uses analog or digital protocols for synchronous control of both cool (6500K) to warm (2700K) LED arrays - maintaining a CRI above 90. The range of color DUO offers is useful for entraining circadian rhythms, stimulating alertness, and compensating for jet lag among other applications. The Chromawerx drivers are programmed to limit maximum light output and power usage across all color temperatures.

### ELECTRICAL
Unless otherwise specified, dimming down to 1%. At maximum driver load: efficiency>84%, PF>0.9, THD<20%.
**Integral**: 0-10V, ELV, TRIAC.
**Remote**: 0-10V, ELV, TRIAC, Lutron Hi-Lume 1% 2-wire and 1% EcoSystem, DALI, eldoLED 0.1% SOLOdrive 0-10V, eldoLED 1% ECOdrive 0-10V, DMX, Lutron T-series (tunable white).
**Emergency Battery Options**: Remotely-installed, long-life, high-temperature, maintenance-free, Bodine Lithium-Ion battery pack with self-test functionality, test switch and charge indicator. IOTA and Fulham options available upon request. Minimum of 90 minutes operation, and recharge time of 24 hours. For fixtures less than 10W, the battery provides 6W of emergency light output. For fixtures 10W and over, the battery provides 10W.

**PoE**
Depending on the PoE manufacturer selected, Lumenwerx will install the node in factory as either integral to the luminaire, or as a remote module. Factory programming of the PoE node may or may not enable the following functionalities: lumen package, Duo (tunable white), emergency battery backup, and sensor integration. These must be addressed and evaluated on a case-by-case basis.

### CONSTRUCTION
**Housing**
For new construction, 20 gauge powder coated steel. Open frame, type-IC, or Chicago Plenum (CCEA) rated. 18 gauge galvanized steel junction box with ½" trade size knockouts. Adjustable hanger bars and butterfly brackets are included. Adjustable commercial hat channel and flush mounted brackets are also available.

**Light Element**
**Adjustability**: Hot aiming, 355° rotation and 35° vertical tilt with shift to ensure beam stays centered.
**LED Module**: Integral COB module. 90 CRI and 2 SDCM, Standard with options of 80 CRI, or 95 CRI. L80 > 60,000 hours
**XPoint™ Refraction Technology optic**: Micro optical paths from the chip on board converge and then disperse in precise beam angles, resulting in a crisp and exacting light quality.
**Thermal Management**: Die-cast aluminum heat sink to maximize thermal dissipation.

### WEIGHT
**Open Frame**: 4.0 lbs - 1.8 kg
**Type-IC**: 6.5 lbs - 2.9 kg
**Chicago Plenum**: 6.5 lbs - 2.9 kg
**Remodel**: 2.25 lbs - 1.0 kg


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# AERA 2" DOWNLIGHT
## ROUND RECESSED ADJUSTABLE

LUMENWERX

### BAFFLE
Die-cast aluminum mounted with retaining spring clips
**Trim style:** Trimmed and trimless with mudplate or millwork adapter

### OPTICAL OPTIONS

Linear Spread


Hex Louvers

### ENVIRONMENT
Ambient temperature at fixture location shall be within 0°C/32°F - 25°C/77°F, indoor dry or damp as well as outdoor damp use (canopies or marquees).

### CERTIFICATIONS
**ETL** - Rated for Indoor dry/damp locations. Conforms to UL Standard 1598 and certified to CAN/CSA Standard C22.2 No. 250.0.
**IP44** - IP44 rated for bathrooms, showers, outdoor canopies, and marquees when specified with the wet location (WET) option.
**Chicago Plenum** - City of Chicago approved (CCEA) when specified with CP installation type option.
**IC rated** - Suitable for direct contact with insulation when specified with IC, CP or AT installation type options.
**Title 24 JA8** - California Building Standards Code

### WARRANTY
Lumenwerx provides a five-year limited warranty on electrical and mechanical performance of the luminaires, including the LED boards, drivers, and auxiliary electronics. Lumenwerx will repair or replace defective luminaires or components at our discretion, provided they have been installed and operated in accordance with our specifications. Other limitations apply, please refer to the full warranty on our website.



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Kenig,Lindgren,O'Hara,Aboona,Inc.

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MEMORANDUM TO: Craig Ross
Ross Builders

FROM: Michael A. Werthmann, P.E., PTOE
Principal

DATE: June 21, 2022

SUBJECT: Traffic Statement
Proposed Apartment Development
Villa Park, Illinois

This memorandum summarizes the results and findings of a traffic statement prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for a proposed apartment development to be located in Villa Park, Illinois. The site, which currently contains two law offices, is located in the southeast quadrant of the intersection of Park Boulevard with Princeton Avenue. Access to the existing site is provided via one access drive on Princeton Avenue, one access drive on Park Boulevard, and via the public alley.

As proposed, the development is to contain 24 units consisting of 11 one-bedroom units and 13 two-bedroom units with a total of 33 parking spaces. Twenty-two (22) parking spaces are to be provided within the proposed parking garage with access provided via a full access drive on the east side of Princeton Avenue. Eleven (11) perpendicular parking spaces are proposed to be located along the south side of the development with access proposed via the public alley that runs along the south side of the site. As part of the development, the existing Park Boulevard access drive will be eliminated and replaced with six on-street perpendicular parking spaces on the south side of Park Boulevard. A copy of the site plan is included in the Appendix.

The purpose of this memorandum is to summarize the existing roadway conditions, estimate the volume of traffic that will be generated by the proposed development, review the access drive and internal circulation system, and determine the adequacy of the parking. **Figure 1** shows an aerial view of the site.

## Existing Roadway Characteristics

The following summarizes the physical and operating characteristics of the area roadways.

*Park Boulevard* is a northeast-to-southwest, local road that has one lane in each direction. Parking is generally permitted on both sides of the road east of Ardmore Avenue, is permitted on the south side of the street (via perpendicular parking spaces) between Ardmore Avenue and Princeton Avenue and permitted on the north side of the road only west of Princeton Avenue. Park Boulevard is under the jurisdiction of the Village of Villa Park and has a posted speed limit of 25 mph.




**Aerial View of Site** **Figure 1**

*Princeton Avenue* is a north-south, local road that has one lane in each direction and has a T-intersection with Park Boulevard. Parking is generally permitted on the west side of the road only. Princeton Avenue is under the jurisdiction of the Village of Villa Park and has a posted speed limit of 25 mph.

The *public alley* extends in a northeast-to-southwest direction between Princeton Avenue and Cornell Avenue and provides two-way traffic flow.

## Trip Generation Estimates

The number of peak hour vehicle trips estimated to be generated by the proposed apartment development was estimated based on trip rates published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual,* 11th Edition. The "Multifamily Housing (Low-Rise)" (Land-Use Code 220) rates were used to estimate the traffic to be generated by the apartment development. It should be noted that the ITE Manual provides rates based (1) on the average of all the surveys and (2) on a fitted curve equation. **Table 1** shows the estimated vehicle trips to be generated by the 24-unit apartment development during the weekday morning and evening peak hours based on both rates. The traffic volumes estimated based on the average trips rates represents the lower possible traffic volumes to be generated by the development and the traffic volumes estimated based on fitted curve equation represents the higher possible traffic volumes to be generated by the development. It is important to note that the traffic to be generated by the development will not be all new traffic as the development will be replacing two existing law offices which currently generate traffic. Further, several commercial uses that could occupy the site could generate a similar, if not, greater volume of traffic than the proposed development.

Table 1
PROJECTED SITE-GENERATED TRAFFIC VOLUMES

| Type/Size | Weekday Morning Peak Hour | | | Weekday Evening Peak Hour | | |
|---|---|---|---|---|---|---|
| | In | Out | Total | In | Out | Total |
| Apartment Development (24 Units) | | | | | | |
| • Average Rates | 2 | 8 | 10 | 7 | 5 | 12 |
| • Fitted Curve Equation | 7 | 23 | 30 | 19 | 12 | 31 |

## Site Access

Access to the 22-space parking garage is to be provided via a single access drive located on the east side of Princeton Avenue approximately halfway between Park Boulevard and the public alley south of the site. As proposed, this access drive will replace the access drive serving the existing site. The 24-foot access drive will provide one inbound lane and one outbound lane. It is recommended that the outbound lane be under stop sign control. It should be noted that the garage door opening to the parking garage will be approximately 18 feet wide. As such, in most instances, two-way traffic flow will not be accommodated and only one vehicle at a time will be able to traverse the garage door opening. However, given that the parking garage will be serving only 22 parking spaces, the number of times that a vehicle is entering and a vehicle is exiting the garage at the same time will be limited.

Further, it is important to note that the development will be eliminating the existing access drive on Park Boulevard and will only be replacing the existing access drive on Princeton Avenue, which will provide for more efficient and orderly vehicle and pedestrian flow in the area. In addition, as part of the development, a curb extension is proposed to be installed on the southeast corner of the intersection of Park Boulevard with Princeton Avenue. The addition of the curb extension will enhance the operation of the intersection for all modes of transportation as outlined below:

- It will reduce the size of the intersection and provide for better channelization of vehicles through the intersection.

- It will allow the relocation of the stop sign and stop bar on Princeton Avenue to be closer to Park Boulevard.

- It will reduce the length of the pedestrian crossing along the east leg of the intersection and will enhance the sight lines between the pedestrians in the southeast corner of the intersection and the vehicles traveling along Park Boulevard.

Given the lower volume of traffic on Princeton Avenue, the access drive has been designed to provide efficient and orderly access with limited impact on the existing roadway system. Further, various types of parking are currently provided along the alley.

### Public Alley Parking Spaces

Eleven perpendicular parking spaces are to be located along the south side of the development with access to each of the parking spaces provided via the public alley. As proposed, the parking spaces will be located approximately seven feet from the north side of the public alley, which will provide a buffer between the public alley and the parking spaces as well as a walkway between the development and the parking spaces. Access to and from the eleven parking spaces will be provided via Princeton Avenue and Ardmore Avenue.

The eleven parking spaces should not pose any operational issues/concerns concerning the operation of the public alley due to the following:

- The number of parking spaces is limited with a total of eleven. Further, the parking spaces will be reserved for residents of the development, as opposed to guests, who will be familiar with the operation of the parking spaces and the public alley.

- The public alley carries a low volume of traffic given that it only extends for one block and only serves several land uses. Further, the speeds along the public alley are very low and excellent sight lines will be provided between the vehicles traversing the public alley and the parking spaces.

- With an approximate seven-foot buffer between the public alley and the parking spaces and the existing 15-foot-wide public alley (total width of approximately 22 feet) as well as approximately 9.5-foot-wide parking stalls, vehicles will have sufficient area to enter and exit the parking spaces.

## Operation of the Public Alley

Per the request of the Village of Villa Park, KLOA, Inc. examined the operation (two-way vs. one-way traffic flow) of the public alley with the addition of the proposed development and the perpendicular parking along the public alley. As discussed above, the following summarizes the operation of the existing and future conditions along the public alley:

- The public alley carries a low volume of traffic given that it only extends for one block and only serves several land uses. Further, the speeds along the public alley are very low.

- The volume of traffic to be generated by the proposed development along the public alley will be limited as only eleven parking spaces will be located on the public alley. It is important to note that most of the parking for the development will be within the parking garage (22 parking spaces) which will have access only on Princeton Avenue. Further, the front of the building will be located along Park Boulevard.

- The proposed development will eliminate an existing surface parking lot that has direct access to the public alley, which will eliminate existing and future traffic traveling between the public alley and the parking lot.

- At 15 feet wide with a proposed approximate seven-foot buffer between the public alley and the parking spaces as well as approximately 9.5-foot-wide parking stalls, the public alley/buffer and the parking spaces are wide enough to accommodate both the inbound and outbound parking maneuvers.

Based on the above existing and future conditions, the existing two-way operation of the public alley should be sufficient to continue to provide orderly and efficient traffic flow with the addition of the proposed development and the parking spaces. The benefit of two-way traffic flow is that it provides greater access flexibility to and from the public alley and minimizes the additional circulation on the external roadway system that would result from a one-way operation. Provided that the public alley is currently operating without any issues/concerns, consideration should be given to having the public alley continue to provide two-way traffic flow with the caveat that the Village continue to monitor the operation of the public alley. If necessary, the public alley can always be converted to a one-way, eastbound operation in the future. The one-way, eastbound operation is preferred to a one-way, westbound operation due to the following:

- The eastbound, one-way operation will have the least impact on Princeton Avenue as it will minimize the potential for traffic to use the public alley as a cut-through route.

- The eastbound, one-way operation will have the least impact on Ardmore Avenue as the inbound traffic to the public alley will be prohibited, which will eliminate the left-turn and right-turn movements from Ardmore Avenue to the public alley. These movements restrict the flow of traffic along Ardmore Avenue given how tight the turns are to the public alley and the fact that the left-turn movements can block northbound traffic if they need to wait for a gap in the southbound traffic steam.

## Delivery/Service Traffic

The following summarizes the operation of the various delivery and service traffic that will be generated by the development. It is important to note that the operations of the delivery/service traffic will be similar to those of other residential, commercial, and business buildings in the area and will generally have a limited impact on the operation of the area roadway system and on-street parking.

- *Refuse Pick-Up*. Similar to the other buildings along the public alley, the refuse pick-up for the proposed development will occur along the public alley. The dumpster for the development is proposed to be located internal to the building and will be rolled out to the public alley during pick-up. According to the developer, refuse pick-up will likely occur once a week.

- *Move-Ins/Move-Outs.* It is anticipated that the moving vans for move-ins/move-outs will park on the west side of Princeton Avenue or Park Boulevard and access the development through the parking garage. If necessary, the building management will coordinate all move-ins/move-outs with the Village of Villa Park. After the initial stabilization of the building, the developer anticipates that the building will have a total of approximately seven to eight move-ins/move-outs per year.

- *Delivery Services.* It is anticipated that the delivery services to the building will park on the area roadways, particularly Park Boulevard given the location of the main entrance to the building. The impact of the delivery services on the area parking will be reduced as (1) the number of deliveries per day is limited; (2) most deliveries occur quickly and, as such, are not parking for long; and (3) as part of the development, six additional on-street perpendicular parking spaces will be provided on the south side of Park Boulevard.

## Impact of the Proposed Development

The impact of the development on the area roadway system and any of the area intersections is projected to be limited due to the following:

- The development is projected to generate a low volume of peak hour traffic. In addition, the development-generated traffic will not be all new traffic as it will be replacing an existing use.

- Given that the development parking will be provided within the parking garage and along the public alley as well as the various roads serving the development, the volume of traffic generated by the development will be distributed along the roadway system and the area intersections. It is estimated that the development will add a maximum of approximately 15 to 20 vehicles at any of the intersections within the vicinity of the site, which translates to an average of only one additional trip every three to four minutes.

- Given the existing roadway system and railroad tracks to the north, the majority of the development traffic is projected to use Ardmore Avenue and, to a lesser extent, Park Boulevard. Both roads are sufficient to accommodate the limited additional traffic to be generated by the development.

- Except for the section between Park Boulevard and Highland Avenue, it is anticipated that a limited volume of development-generated traffic will traverse Princeton Avenue and the other area residential roadways.

As part of the development, a curb extension is proposed to be provided on the southeast corner of the intersection of Park Boulevard with Princeton Avenue, which will enhance the operation of the intersection for all modes of transportation.

## Parking Evaluation

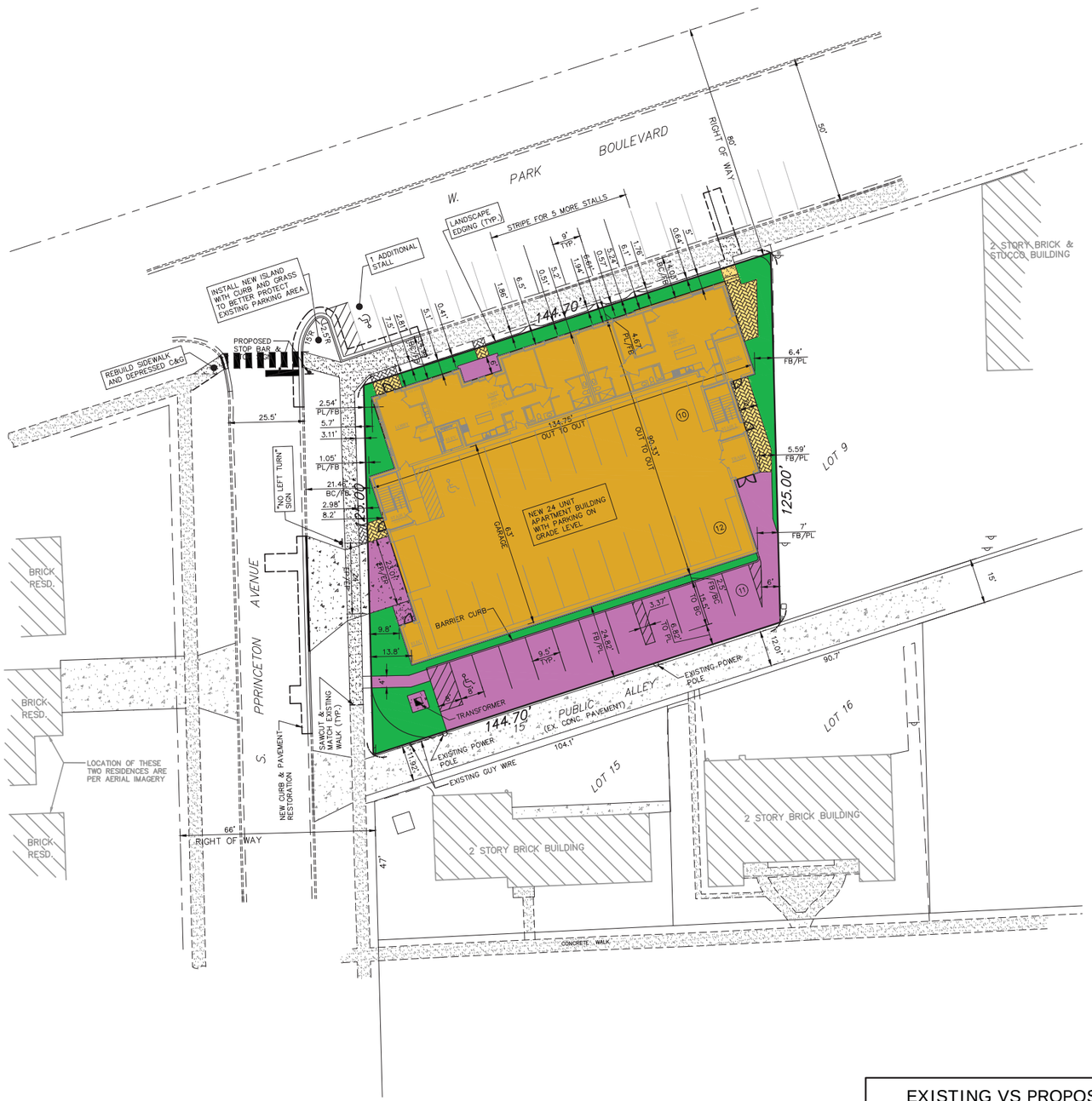
The development is proposed to provide 24 units and 33 parking spaces for a parking ratio of 1.33 parking spaces per unit. Of the 24 units, 11 are proposed to be one-bedroom units and 13 are proposed to be two-bedroom units. The Village of Villa Park's zoning ordinance requires one parking space per one-bedroom unit and two parking spaces per two-bedroom unit. Based on the proposed unit mix, the development requires 37 parking spaces per the Village's requirements, which is four more spaces than proposed to be provided by the development. However, the parking generation rates for the "Multifamily Housing (Low-Rise)" land use (Land-Use Code 222) published in the ITE *Parking Generation Manual*, 5$^{th}$ Edition indicate the following:

- The average peak parking demand ranges between 1.21 and 1.31 vehicles per unit. With a total of 24 units, the development is estimated to have a peak parking demand of 29 to 32 vehicles.

- The average peak parking demand ranges between 0.66 and 0.80 vehicles per bedroom. With a total of 37 bedrooms, the development is estimated to have a peak parking demand of 25 to 30 vehicles.

As such, the 33 parking spaces to be provided by the development will be sufficient to accommodate the peak parking demand of the development. In addition, on-street parking is provided on all the area roadways with eleven perpendicular parking spaces currently located on Park Boulevard along the site frontage. Further, six additional perpendicular parking spaces will be provided on Park Boulevard with the elimination of the Park Boulevard access drive serving the existing site for a total of 16 parking spaces. As such, additional on-street parking is available within proximity of the development that can also accommodate visitors to the proposed development and/or short-term tenant parking.

# Appendix







ABBREVIATIONS LEGEND:

| | | |
|---|---|---|
| EX | = | EXISTING |
| PR | = | PROPOSED |
| BC | = | BACK OF CURB |
| FC | = | FACE OF CURB |
| EP | = | EDGE OF PAVEMENT |
| PL | = | PROPERTY LINE |
| FB | = | FACE OF BUILDING |
| FW | = | FACE OF WALK (SIDEWALK) |
| ROW | = | RIGHT OF WAY |
| BC/BC | = | BACK OF CURB TO BACK OF CURB |
| SW | = | SIDEWALK |
| R | = | RADIUS |
| RW | = | RETAINING WALL |
| (TYP) | = | TYPICAL |

SURFACE IMPROVEMENT LEGEND:

EXISTING SIDEWALK

EXISTING ASPHALT PAVEMENT

EXISTING CONCRETE

NEW ASPHALT PAVEMENT
1.5"– HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50
BITUMINOUS TACK COAT (0.05 GAL/SY)
2.5" HOT–MIX ASPHALT BINDER COURSE, IL–19, N50
BITUMINOUS PRIME COAT MC–30 (0.30 GAL/SY)
8" AGGREGATE BASE COURSE CA–6, TYPE B

PUBLIC ROAD ASPHALT PAVEMENT
MATCH EXISTING PAVEMENT CONFIGURATION AND THICKNESS PER CITY REQUIREMENTS

CONCRETE SIDEWALKS
4"– PCC SIDEWALK (4,000 PSI) – (5" PUBLIC SIDEWALK)
3"– AGGREGATE BASE COURSE TYPE B, CA–6 – (4" PUBLIC SIDEWALK)

NEW CONCRETE SLABS
8" PORTLAND CEMENT CONCRETE (4,000 PSI)
W/ 6"x6" No. 6 WELDED WIRE MESH
6" AGGREGATE BASE COURSE CA–6, TYPE B

PROPOSED CONCRETE CURB AND GUTTER

PROPOSED DEPRESSED CURB AND GUTTER

EXISTING CURB AND GUTTER

EXISTING DEPRESSED CURB AND GUTTER

SITE GEOMETRIC AND PAVING NOTES:

1. SIDEWALK RAMPS WITH DETECTABLE WARNINGS AND DEPRESSED CURBS SHALL BE INSTALLED AT ALL SIDEWALK CROSSINGS. SEE CONSTRUCTION STANDARDS FOR SPECIFIC DETAILS.
2. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO THE BACK OF CURB, FACE OF BUILDING, OR PROPERTY LINES.
3. UNLESS OTHERWISE NOTED, ALL CURB AND GUTTER SHALL MATCH EXISTING CONCRETE CURB AND GUTTER. (SEE CONSTRUCTION STANDARDS FOR SPECIFIC DETAILS.)
4. ALL BOUNDARY AND LOT DIMENSIONS ARE SHOWN PER THE SITE PLAT PREPARED BY GENTILE AND ASSOCIATES, INC. AND DATED JANUARY 7, 2022.
5. BUILDING DIMENSIONS HAVE BEEN INDICATED HEREON BASED UPON ARCHITECTURAL INFORMATION CURRENT AS OF THE BASE DATE OF THIS PLAN PREPARATION. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND ADVISE THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
6. IMPROVEMENTS ADJACENT TO BUILDINGS, IF SHOWN (SUCH AS TRUCK DOCKS, RETAINING WALLS, SIDEWALKS, CURBING, FENCING, CANOPIES, RAMPS, HANDICAP ACCESS, PLANTERS, DUMPSTERS, TRANSFORMERS, BOLLARDS, ETC) HAVE BEEN SHOWN FOR APPROXIMATE LOCATION ONLY– REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS, SPECIFICATIONS AND DETAILS.
7. THE LOCATION OF PRIVATE SIDEWALKS SHALL BE COORDINATED WITH PROPOSED DOORWAYS. CONTRACTOR TO VERIFY ACTUAL DOORWAY LOCATION WITH ARCHITECTURAL PLANS PRIOR TO CONSTRUCTING SIDEWALKS.
8. UPON COMPLETION OF PAVING OPERATIONS, THE CONTRACTOR SHALL INSTALL THE PAVEMENT MARKINGS AND STRIPES AND ALL DIRECTIONAL SIGNAGE, ETC AS SHOWN HEREON. PARKING STALL (EXCEPT FOR HC) MARKING COLOR IS WHITE. ALL ONSITE PAVEMENT MARKINGS AND STRIPES SHALL BE PAINTED WITH IDOT SPECIFICATION PAVEMENT PAINT. PARKING STALL STRIPES SHALL BE 4" WIDE. HANDICAP STALLS SHALL BE PAINTED YELLOW AND SIGNED PER FEDERAL, STATE AND LOCAL REQUIREMENTS.

ONSITE BREAKDOWN LEGEND:

– BUILDING FOOTPRINT

– ASPHALT/CONCRETE

– PERMEABLE PAVERS

– PERVIOUS LANDSCAPE

SITE DATA:

PROPOSED SITE CONDITIONS:

| | |
|---|---|
| TOTAL SITE AREA | = 17,339 S.F. (100%) |
| NEW BUILDING FOOTPRINT | = 11,239 S.F. (64.82%) |
| NEW CONCRETE PAVT./WALKS | = 491 S.F. (2.83%) |
| NEW ASPHALT PAVEMENT | = 3,006 S.F. (17.34%) |
| NEW PERMEABLE PAVERS | = 437 S.F. (2.52%) |
| NEW PERVIOUS LANDSCAPE AREA | = 2,166 S.F. (12.49%) |

PROPOSED PARKING SUMMARY:

| | |
|---|---|
| PARKING IN BUILDING | = 22 |
| PARKING IN ALLEY | = 11 |
| NEW PARKING STALLS ON PARK BLVD. | = 6 |
| TOTAL STALLS PROVIDED | = 39 |

## EXISTING VS PROPOSED LOT COVERAGE SUMMARY:

| | EXISTING | PROPOSED DEVELOPMENT |
|---|---|---|
| BUILDING FOOTPRINT – | 1,491 S.F. (8.60%) | 11,239 S.F. (64.82%) |
| ASPHALT/CONCRETE – | 14,070 S.F. (81.15%) | 3,497 S.F. (20.17%) |
| PERMEABLE PAVERS – | 0 S.F. (0.00%) | 437 S.F. (2.52%) |
| PERVIOUS LANDSCAPE AREA – | 1,778 S.F. (10.25%) | 2,166 S.F. (12.49%) |

PROPOSED DEVELOPMENT RESULTS IN AN INCREASE IN THE PERVIOUS GRASS AREA BY 388 S.F. PLUS THE CREATION OF A PERMEABLE PAVER SECTION OF 437 S.F.. IN ADDITION TO THAT, ADJACENT OFFSITE AREAS THAT CONVERT FROM EXISTING HARDSCAPE TO PERVIOUS GRASS/LANDSCAPE AREA TOTALS TO 751 S.F.

DRAWN BY
REVISIONS
DATE

© COPYRIGHT 2022

# ARDMORE FLATS APARTMENTS
VILLA PARK, ILLINOIS
COLORED ONSITE BREAKDOWN

RWG Engineering, LLC
Civil Engineering ◆ Real Estate Consulting ◆ Project Management
975 E. 22nd St, Suite 400
Wheaton, IL 60189
630.510.0189
www.rwg-engineering.com

PROJECT NO. 66419521
DATE 06/16/22
SCALE 1"=20'
PROJ. MGR. RWG
PROJ. ASSOC. RWG
DRAWN BY TLM

SHEET
1 OF 1

June 16, 2022 4:17: p.m. AcadVer:22.0s (LMS Tech)
Drawing: S:\66419521 – VILLA PARK APTS – ROSS\300_ENGINEERING\310_CADD\FINAL\664_BASE.DWG

GENERAL NOTES:

Plant material shall be nursery grown and be either balled and bur-lapped or container grown. Sizes and spreads on plant list represent minimum requirements.

The requirements for measurement, branching and ball size shall conform to the latest addition of ANSI Z60.1, AMERICAN STANDARD OF NURSERY STOCK by the American Nursery & Landscape Association.

Any materials with damaged or crooked/disfigured leaders, bark abrasion, sunscald, insect damage, etc. are not acceptable and will be rejected. Trees with multiple leaders will be rejected unless called for in the plant list as multi-stem or clump (cl.).

If any mistakes, omissions, or discrepancies are found to exist with the work product, the Landscape Architect shall be promptly notified so that they have the opportunity to take any steps necessary to resolve the issue. Failure to promptly notify the Landscape Architect and the Owner of such conditions shall absolve them from any responsibility for the consequences of such failure.

Under no circumstances should these plans be used for construction purposes without examining actual locations of utilities on site, and reviewing all related documents mentioned herein, including related documents prepared by the project Civil Engineer and Architect.

Civil Engineering or Architectural base information has been provided by others. The location of various site improvements on this set of drawings is only illustrative and should not be relied upon for construction purposes.

Quantity lists are supplied as a convenience. However, Bidders and the Installing Contractor should verify all quantities. The drawings shall take precedence over the lists. Any discrepancies shall be reported to the Landscape Architect.

Actions taken without the knowledge and consist of the Owner and the Landscape Architect or in contradiction to the Owner and the Landscape Architect's work product or recommendations, shall become the responsibility not of the Owner and the Landscape Architect, but for the parties responsible for the taking of such action.

Refer to Civil Engineering documents for detailed information regarding size, location, depth and type of utilities, as well as locations of other site improvements, other than landscape improvements,

Plant symbols illustrated on this plan are a graphic representation of proposed plant material types and are intended to provide for visual clarity. However, the symbols do not necessarily represent actual plant spread at the time of installation.

All plant species specified are subject to availability. Material shortages in the landscape industry may require substitutions. All substitutions must be approved by the Village, Landscape Architect and Owner.

The Landscape Contractor shall verify location of all underground utilities prior to digging by calling "J.U.L.I.E." (Joint Utility Location for Excavators) 1-800-892-0123 and any other public or private agency necessary for utility location.

All perennial, ornamental grass, groundcover and annual beds shall be top dressed with a minimum of three inches (3") of mushroom compost. The top dressing shall be worked into the soil to a minimum depth of nine inches (9") by the use of a cultivating mechanism. Upon completion perennials & ornamental grasses shall be mulched with an additional two inch (2") layer of shredded wood mulch; Annuals & groundcovers shall be covered with a two inch (2") layer of southern pine bark fines mulch.

All other planting beds and tree saucers shall be mulched with a minimum of three inches (3") of shredded wood mulch.

Planting beds adjacent to building shall be mulched in their entirety to the building foundation. Plant materials shall not be installed under building overhangs and other such areas which do not receive natural rainfall.

Mulch beds at the time of planting shall extend a minimum of two feet (2') beyond the center of a shrub.

Mulch beds at the time of planting shall extend a minimum of two feet (2') beyond the center of a shrub.

All bed lines and tree saucers shall require a hand spaded edge between lawn and mulched areas.

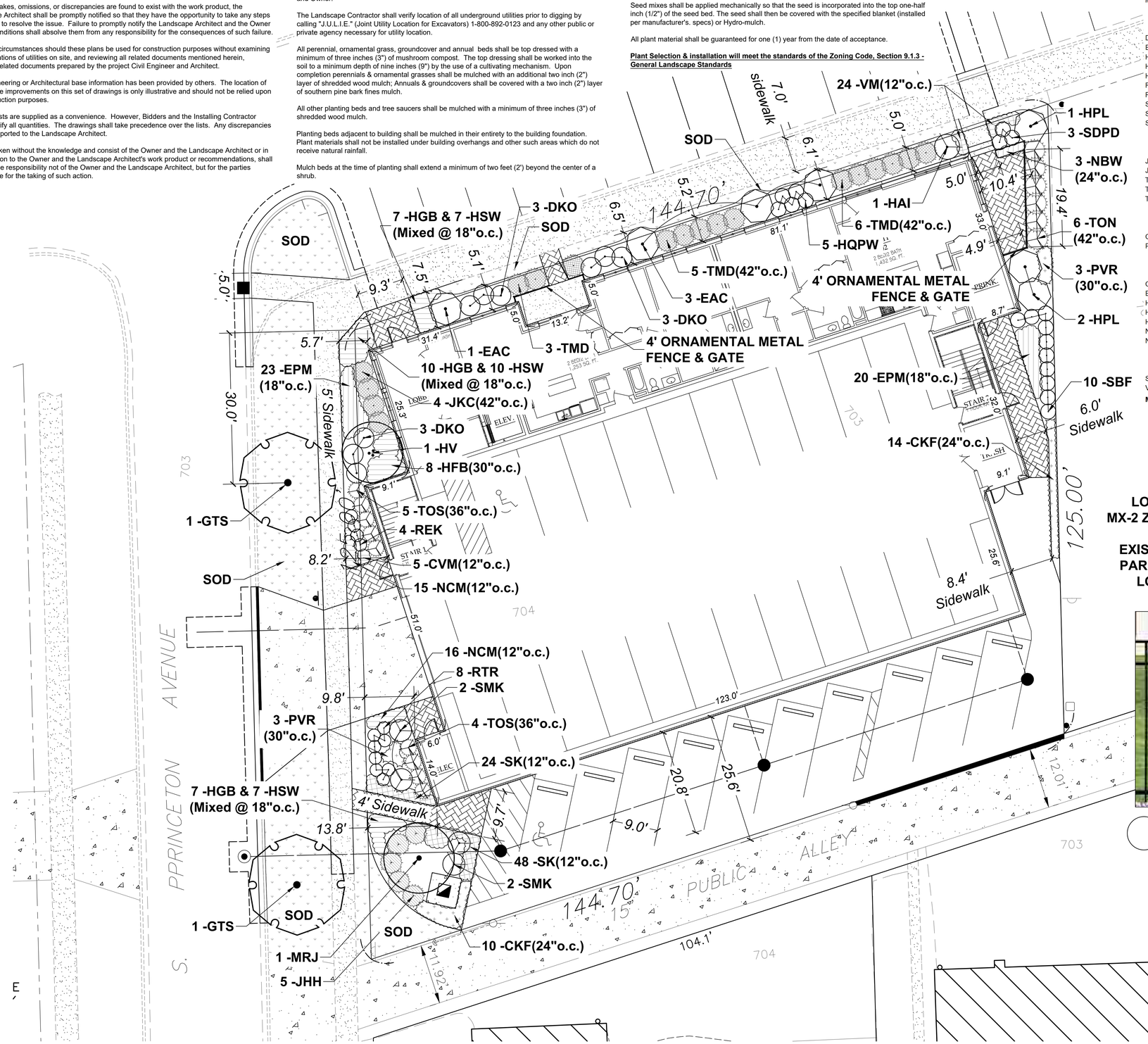
Grading shall provide slopes which are smooth and continuous. Positive drainage shall be provided in all areas.

Sod shall be mineral base only.

Seed mixes shall be applied mechanically so that the seed is incorporated into the top one-half inch (1/2") of the seed bed. The seed shall then be covered with the specified blanket (installed per manufacturer's. specs) or Hydro-mulch.

All plant material shall be guaranteed for one (1) year from the date of acceptance.

**Plant Selection & installation will meet the standards of the Zoning Code, Section 9.1.3 - General Landscape Standards**




**LOT 9**
**MX-2 ZONING**

**EXISTING PARKING LOT**



ORNAMENTAL FENCE - REPRESENTATIVE
SEE DETAIL ON SHEET L-2.0 FOR DESIGN SPECIFICATIONS NTS

**PLANT LIST**

| KEY | QTY | BOTANICAL NAME | COMMON NAME | SIZE/ TYPE |
|---|---|---|---|---|
| | | DECIDUOUS SHADE TREES | | |
| GTS | 2 | Gleditsia t.i.'Skyline' | Skyline Honeylocust | 2.0" BB |
| | | DECIDUOUS ORNAMENTAL TREES | | |
| HV | 1 | Hamamelis vernalis | Vernal Witchhazel | 6' BBcl. |
| MRJ | 1 | Malus 'Red Jewel' | Red Jewel Crabapple | 2.0" BB |
| | | DECIDUOUS SHRUBS & SHRUB ROSES | | |
| DKO | 9 | Diervilla r. 'G2X88544' | Orange Kodiak Diervilla | #3 |
| EAC | 4 | Euonymus a. 'Compactus' | Compact Burning Bush | #5/30" |
| HAI | 1 | Hydrangea a. 'Abetwo' | Incrediball Hydrangea | #5/24" |
| HPL | 3 | Hydrangea p. 'Limelight' | Limelight Hydrangea | #5/30" |
| HQPW | 5 | Hydrandea q. 'Pee Wee' | Pee Wee Oakleaf Hydrangea | #5/24" |
| RTR | 8 | Rosa 'BAIrage' | Easy Elegance All the Rage Rose | #3 |
| REK | 4 | Rosa 'BAImir' | Easy Elegance Kashmir Rose | #3 |
| SBF | 14 | Spiraea b. 'Froebel' | Froebel Spirea | #3 |
| SDPD | 3 | Spiraea j. 'NCSX2' | Double Play Doozie Spirea | #3 |
| SMK | 4 | Syringa p. 'Miss Kim' | Miss Kim Lilac | #7 |
| | | EVERGREEN SHRUBS | | |
| JKC | 4 | Juniperus c. 'Kalley's' | Kalleys Compact Juniper | #5/24" |
| JHH | 5 | Juniperus h. 'Hughes' | Hughes Juniper | #5/24" |
| TMD | 17 | Taxus m. 'Densiformis' | Dense Yew | 24" BB |
| TON | 6 | Thuja o. 'Nigra' | Dark Gren Arborvirae | 4' BB |
| TOS | 9 | Thuja o. Smaragd' | Emerald Green Arborvitae | 4' BB |
| | | ORNAMENTAL GRASS | | |
| CKF | 24 | Calamgrostis a. 'Karl Foerster' | Feather Reed Grass | #1 |
| PVR | 6 | Panicum v. 'Rotstrahlbusch' | Red Switch Grass | #1 |
| | | PERENNIALS | | |
| CVM | 5 | Coreopsis v. 'Moonbeam' | Moonbeam Coreopsis | #1 |
| EPM | 43 | Echinacea x. 'CBG Cone 2' | Pixie Meadowbrite Coneflower | #1 |
| HGB | 24 | Hemerocallis 'Going Bananas' | Going Bananas Daylily | #1 |
| HSW | 24 | Hemerocallis 'Summer Wine' | Summer Wine Daylily | #1 |
| HFB | 8 | Hosta 'Fragrant Bouquet' | Fragrant Bouquet Hosta | #1 |
| NBW | 3 | Nepeta r. 'Blue Wonder' | Blue Wonder Catmint | #1 |
| NCM | 31 | Nepeta x f. 'Cats Meow' | Cats Meow Catmit | #1 |
| | | GROUNDCOVERS & VINES | | |
| SK | 3 | Sedum kamtschaticum | Russian Sedum (72 plants) | from 24 flat |
| VM | 1 | Vinca Darts Blue | Periwinkle (24 plants) | from 24 flat |

**MATERIAL & LABOR LIST:**

| QTY | ITEM | DESCRIPTION |
|---|---|---|
| 230 SY | Sod | Kentucky Bluegrass Blend (mineral base) |
| 20 CY | Mulch | Shredded Hardwood Bark |
| 100 SF | Mulch | Southern Pine Bark Fines |
| 3 CY | Mulch | Compost (Yard Waste or Mushroom) |

811 Know what's below. Call before you dig.

NORTH

0' 5' 10' 20'

REVISIONS

| | | |
|---|---|---|
| 2 | Village Review | 5-26-22 |
| 1 | Client Review | 3-11-22 |

# ARDMORE FLATS
27 WEST PARK
VILLA PARK, ILLINOIS

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Prepared for:
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23 N. Lincoln Street
Hinsdale, IL 60521

SEAL:
STATE OF ILLINOIS
RANDY F. METZ
no. 157-000422
LANDSCAPE ARCHITECT

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LANDSCAPE ARCHITECTURE/SITE PLANNING
826 East Maple Street
Lombard, Illinois 60148
PH: 630.561.3903
www.metz-company.com

TITLE
LANDSCAPE PLAN

PROJECT NO.:
22-189
DATE: 03-08-2022
SCALE: 1"=10'

SHEET
L-1.0

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## PLANT MATERIAL

PART 1 - GENERAL

1.1 SCOPE OF WORK

The work includes furnishing of all materials, and the performance of all operation in connection with the planting of deciduous & evergreen trees, deciduous & evergreen shrubs, shrub roses, perennials, ornamental grasses, groundcover, bulbs (if any) and annual flowers (if any) in strict conformance with the project specifications and applicable drawings which are subject to the terms and conditions of the Contract.

1.2 GENERAL REQUIREMENTS

All plant material shall comply with the State of ILLINOIS and FEDERAL laws with respect to inspection for plant diseases and insect infestation. An inspection certificate required by law to this effect shall accompany each shipment. The Landscape Architect reserves the right to inspect the plant material at the place of growth but such inspection shall not preclude the right of rejection at the site.

1.3 APPLICABLE STANDARDS

A. *American National Standards for Tree Care Operations*, ANSI A300, American National Standards Institute, 11 West 42nd Street, New York, N.Y. 10036.
B. *American Standard for Nursery Stock*, ANSI Z60.1, American Nursery & Landscape Association, 1000 Vermont Avenue NW, Suite 300, Washington, D.C. 20005.
C. *Hortus Third*, The Staff of the L.J. Bailey Hortorium, 1976, MacMillan Publishing Co., New York.
D. All standards shall include the latest additions and amendments as of the dated of advertisement for bids.

PART 2 - MATERIALS

2.1 GENERAL
The Landscape Architect reserves the right to tag or inspect plants at the nursery but such inspection shall not preclude the right of rejection at the site. Contractor shall furnish and install all plants as shown on the drawing and in the quantities as actually designated on the drawings. The quantities shown on the plant list are included for convenience purposes only.

2.2 NOMENCLATURE
The names of the plants indicated on the drawings conform generally with those accepted in the nursery trade.

2.3 QUALITY AND SIZE
Plants shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous, and free from insect pests, their eggs or larvae, plant diseases, and injuries. All plants shall be nursery grown under climatic conditions similar to those which exist in the locality of the site for at least two (2) years and equal or exceed the measurements specified in the plant list. They shall be measured before pruning with branches in formal position. All necessary pruning shall be performed only at the time of planting. Trees will not be accepted which have their leaders cut or which have their leaders damaged so that cutting is necessary. Plants larger in size than specified may be used with the approval of the Landscape Architect but the use of larger plants will make no change in the contract price. Requirements for the measurement, branching, quality, balling, and burlapping of plants on the plant list shall follow the Code of Standards (Z60.1-most current edition) by the AMERICAN NURSERY & LANDSCAPE ASSOCIATION, formerly known as the AMERICAN ASSOCIATION OF NURSERYMEN, INC. All plant material with shriveled dry roots or which does not comply with the specifications will be rejected. All shrubs shall be at least twice transplanted and must have a fully developed fibrous root system typical of the stated species. All shrubs must be freshly dug immediately before shipping unless they are containerized. Pre-dug, healed-in plants may be considered only in special cases involving planting during the hot months between the spring and fall planting seasons. Use of such material will be allowed only upon the approval of the Landscape Architect and is subject to his inspection prior to said approval.

2.4 DELIVERIES
The Contractor shall take all precautions that are demanded by good trade practice to insure arrival of the plant material at the stated delivery point in good condition and without injury of any nature. Plants shall be covered properly to prevent drying, transit disease, or injury.

2.5 TEMPORARY STORAGE
Insofar as it is possible, plant material shall be planted on the day of delivery. In the event this is not possible, the Contractor shall protect the unplanted stock from sun and drying winds at all times. All balled and burlapped plants shall be shaded from the sun, have their ball set off the ground and healed in with sawdust, peat, soil or other moisture-holding material and shall be kept moist. Plants should not remain unplanted for longer than three (3) days if in leaf. On-site storage shall be only in area(s) designated by the Owner.

2.6 SUBSTITUTIONS
Substitutions may be permitted only upon submission of written proof that the specified plant is not obtainable locally. Such substitution may be made only upon authorization by the Landscape Architect.

2.7 SELECTION
All plants shall be obtained from nurseries licensed by the State of Illinois and approved by the Landscape Architect. The Landscape Architect reserves the right to accompany the Contractor to the nurseries for the purpose of selecting (tagging) material. Plant sources located outside the State of Illinois must be approved by the Landscape Architect.

2.8 TOPSOIL
Topsoil if needed shall be imported. All imported topsoil, used for any portion of the work, shall be fertile, friable, natural loam containing a liberal amount of humus. It shall be relatively free from weeds, large roots, plants, sticks, stones larger than one (1) inch, waste, debris or other extraneous matter. The installing Contractor shall be responsible for rock picking and/or debris removal as needed to meet this specification.

The soil, to be acceptable topsoil, shall meet the following criteria:
A. ORGANIC MATTER: Not less than 1.5 percent no more than 10.0 percent.
B. pH: No lower than 5.0 nor higher than 8.0.
C. TEXTURE: No more than 25 percent clay.
D. SOLUBLE SALT: No more than 1000 ppm
E. CHEMICAL ACTIVITY: The topsoil (on-site & imported) shall be free from any toxins or chemical residue which could result in any form of plant growth damage.

The Contractor shall provide a soil analysis report submittal containing test results and soil scientist recommendations based on a minimum of one (1) sample taken from each proposed imported topsoil stock pile. The testing shall cover macro nutrients and pH, soluble salts, organic content/mechanical analysis and Bio assay.

2.9 MULCH
Mulch shall consist of the following:

A. MUSHROOM COMPOST
Mushroom compost shall be composed of well-rotted cattle or stable manure with an admixture of 15-30% topsoil and shall have been used for the commercial growing of at least one (1) crop of mushrooms.
B. SHREDDED HARDWOOD BARK (general mulching)
Shredded hardwood bark shall consist of finely shredded hardwood bark, free of sticks and leaves.

2.10 FERTILIZER & NUTRIENTS

Fertilizer shall be commercial fertilizer which shall be a complete fertilizer with the following approximate analysis:

A. Shrubs
Woodace (14-3-3) slow-release briquettes or acceptable equivalent approved by Landscape Architect.
B. Roses
1. Woodace (14-3-3) slow-release briquettes
2. Superthrive liquid or acceptable equivalent approved by Landscape Architect.
C. Perennials, Groundcover, Ornamental Grasses & Vines
Osmocote (18-6-12) 8-9 month controlled release, or acceptable equivalent approved by the Landscape Architect.
D. Annual Flowers
Osmocote (14-14-14) 3-4 month controlled release or acceptable equivalent approved by the Landscape Architect.
E. Bulbs
Holland Bulb Booster (9-9-6) or acceptable equivalent approved by the Landscape Architect.
F. Deciduous & Evergreen Trees
No fertilizer required

2.11 TREE WRAPPING MATERIAL

A. Wrap shall be - Breathable synthetic fabric tree wrap. White in color, delivered in 75 mm (3 in.) wide rolls. Specifically manufactured for tree wrapping. Tree wrap shall be "Breathable Fabric Tree Wrap" as manufactured by the Dewitt Company, Inc., Sikeston, MO, or approved equal. Submit manufacture literature for approval.
B. Tape for securing the wrap shall be bio-degradable tape suitable for nursery use and which is expected to degrade in sunlight in less than two (2) years after installation.

2.12 WATER

Potable water shall be supplied by the Owner at no cost to the Contractor by way of an irrigation system, quick coupler system, hose bibs, hydrant meter or a designated fill-up source on site.

PART 3 - EXECUTION

Planting operations shall be conducted under favorable weather conditions during the season stated in the Contract. Before excavations are made the surrounding turf (if existing) shall be covered in a manner that will satisfactorily protect all turf areas that are to be trucked or hauled over and upon which soil is to temporarily stocked. The Contractor shall be responsible for the restoration of all damaged existing turf. All restoration shall be sodded.

3.1 TIME SCHEDULE OF PLANTING OPERATION

Landscaping shall be performed during the season or seasons which are normal for such work as determined by weather conditions and by accepted practice. Planting may be performed under unseasonable conditions without additional compensation, but such work must have the prior approval of the Landscape Architect and/or Owner in writing as to the time of work and methods of operations. Approval to plant under such conditions shall in no way relieve the Contractor form the guarantee provisions of these specifications.

| PLANTING SEASON | ACCEPTABLE TIME PERIOD |
|---|---|
| 1. SPRING | a. From time soil is workable to June 15 with the following exception: |
| 1) Bare root materials (if any) shall cease on May 31 | |
| 2. FALL | a. Sept. 1 to Nov. 15 with following exceptions: |
| 1) Evergreen Shrub planting to cease Oct. 31 | |
| 2) Evergreen Tree planting to cease Oct. 15 | |
| 3) Perennial & Ornamental Grass planting to cease Oct. 15 | |

3.2 WATERING

**All plants shall receive a thorough watering immediately after installation. During times of extreme heat, all evergreen and deciduous trees shall receive a minimum of 10 gallons of water per tree per watering up to two (2) additional waterings shall be performed as needed. The use of drip irrigation tree bags are encouraged** (e.g., gatorbags). All additional waterings will be performed by the Owner or in accordance with a Change Order per the Supplemental Bid prices for additional watering.

3.3 MAINTENANCE
Maintenance shall be performed by the Contractor as follows:

A. TEMPORARY MAINTENANCE
The Contractor shall be responsible for the total maintenance of all plant material until such a date as all landscape operations have received Preliminary Acceptance. Temporary maintenance shall begin immediately after each plant is installed and shall include up to three (3) waterings, and all necessary cultivation, weeding, pruning, disease and insect pest control, protective spraying, resetting of plants to proper grades or upright position, restoration of damaged planting saucers, and any other procedure consistence with good horticultural practice necessary to insure normal, vigorous, and healthy growth of all work under this Contract. Upon the Preliminary Acceptance of all planted areas, the responsibility for plant maintenance rests solely with the Owner, with the following exceptions.

B. CONTINUED MAINTENANCE
For the duration of the guarantee period the Contractor shall be responsible for the resetting of settled plants, the straightening of plants which are not plumb and the tightening of tree guys (if utilized). All other maintenance is the responsibility of the Owner. However, it is the Contractor's responsibility to occasionally inspect the quality of the Owner's maintenance.

3.4 ACCEPTANCE

A. PRELIMINARY PLANTING ACCEPTANCE
Preliminary planting acceptance shall be given for completed planting operations for the purpose of the Contractor becoming eligible for payment for this portion of the Contract work. In order to obtain Preliminary Acceptance, the Contractor shall notify the Owner and/or Owner's Representative by phone or in writing at the conclusion of all planting operations so that preliminary acceptability by way of a field inspection can be performed. In order for an area to be accepted on a preliminary basis, it shall conform to the following:
1. All plant material shall be in conformance with the Drawings with respect to quality, size, species and location, except those items accepted or revised in the field by the Landscape Architect.
2. All plant material shall be in a healthy condition, as defined under the guarantee requirements stated below in Section 3.14

B. FINAL PLANTING ACCEPTANCE
Final planting acceptance shall be granted after the completion of all replacement operations required fulfilling the guarantee stated below.
On or about the expiration of the one-year (1 year) guarantee, a follow-up inspection will be made by the Owners and/or Owner's Representative to determine what replacements required to be made by the Contractor in accordance with the provisions of these specifications. The inspector will document his/her findings in a field report. Upon completion of the replacement program, the Owner and/or Owner's Representative shall conduct an inspection to determine the acceptability of the required replacements. If all is found to be acceptable as defined by Item A above, the Contractor and the General Contractor shall be notified in writing of his final acceptance of work.

3.5 GUARANTEE
The Contractor shall guarantee for a period of one (1) year the replacement of any permanent plant which has died, or is in a dying condition, or which has failed to flourish in such a manner that its usefulness or appearance has been impaired. Any tree with a dead main leader or with a crown which is twenty-five percent (25%) or more dead shall be replaced.
These guarantees shall be in accordance with the following:

A. ONE YEAR PERIOD
The one (1) year period shall begin on the date of Preliminary Acceptance of all plant material.
B. REPLACEMENTS & DAMAGES
The decisions of the Owner and/or Owner's Representative for required replacements shall be conclusive and binding upon the Contractor. The Contractor shall also be responsible for repairing damage to persons and property also caused by defective workmanship and materials.
C. EXCLUSIONS
The Contractor shall not be liable for the replacement of plants which were damaged by animals, by deicing compounds, fertilizers, pesticides or other materials not specified by the Contract documents or not applied by him under his supervision, by relocating or removal by others, by Acts of God, by vandalism or by terrorism.
D. GUARANTEE PERIOD INSPECTION
During the guarantee period, the Contractor shall, from time to time, inspect the watering, cultivation, and other maintenance operations carried on by the Owner with respect to such work, and promptly report to the Owner any methods, practices or operations which he considers unsatisfactory, and not in accord with his interests or good horticultural practices. The failure of the Contractor to so inspect or report shall be construed as an acceptance by him of the Owner's maintenance operations, and he shall not thereafter claim or assert that any defects which may later develop are the result of such methods or practices or operations.

## TURF GRASS

PART 1 - GENERAL

1.1 SCOPE OF WORK

The work includes finish grading, furnishing fertilizer, seed and/or sod as specified and performance of all operations in connection with seeding and/or sodding in strict accordance with the applicable Drawings and subject to the terms and conditions of the Contract.

1.2 EQUIPMENT

The Contractor shall provide and maintain equipment suitable for the execution and completion of the work specified in accordance with (IDOT) Standard Specifications. All equipment shall be operated by personnel trained in the operation of such equipment.

PART 2 - PRODUCTS

2.1 TOPSOIL

Topsoil for planting operations shall be obtained from an on-site stockpile generated from site stripping. In the event that none is available, needed topsoil shall be imported from an off-site source. All imported topsoil, used for any portion of the work, shall be fertile, friable, natural loam containing a liberal amount of humus. It shall be relatively free from weeds, large roots, plants, sticks, stones larger than one (1) inch, waste, debris or other extraneous matter. The installing Contractor shall be responsible for rock picking and/or debris removal as needed to meet this specification.

The soil, to be acceptable topsoil, shall meet the following criteria:

1. ORGANIC MATTER: Not less than 1.5 percent no more than 10.0 percent.
2. pH: No lower than 5.0 nor higher than 8.0.
3. TEXTURE: No more than 25 percent clay.
4. SOLUBLE SALT: No more than 1000 ppm.
5. CHEMICAL ACTIVITY: The topsoil (on-site & imported) shall be free from any toxins or chemical residue which could result in any form of plant growth damage.

The Contractor shall provide a soil analysis report submittal containing test results and soil scientist recommendations based on a minimum of one (1) sample taken from each proposed imported topsoil stock pile. The testing shall cover macro nutrients and pH, soluble salts, organic content/mechanical analysis and Bio assay.

2.2 COMMERCIAL FERTILIZER AND DELIVERY

Fertilizer shall be delivered to the site in unopened, original containers, each bearing name and address of the manufacturer, name brand, or trademark, and manufacturer's guaranteed analysis. Any fertilizer which becomes caked or otherwise damaged, making it unsuitable to use, will not be accepted. Fertilizer shall not have been exposed to weather prior to delivery on the site and after delivery until used. It shall be completely protected at all times and shall not be stored in direct contact with the ground.

A. FERTILIZER STRENGTH
The fertilizer shall be a complete fertilizer containing a minimum basis percentage by weight of the following:
1. PRIOR TO SEEDING AND/OR SODDING 6-24-24
Nitrogen..... 6%
Phosphorous..... 24%
Potash..... 24%

2. AFTER SEEDING AND/OR SODDING 18-5-9
Nitrogen..... 18%
Phosphorous..... 5%
Potash..... 9%

a) One-quarter of the nitrogen shall be in the form of nitrates, one-quarter in the form of ammonia salts, and one-half in the form of organic nitrogen.
b) Available phosphoric acid shall be derived from super-phosphate having a minimum guaranteed analysis of 20% of available phosphate.
c) The potash shall be in the form of sulphate of potash.

The balance of the fertilizer shall be made up of materials usually present in such a product. It shall be free from dust, sticks, sand, stone, or other debris.

2.3 GRASS SEED (if specified)
Grass seed shall be reclaimed seed of the previous season's seed crops. All seed shall meet requirements established by the State and Federal Seed and Weed Controls Laws. The grass seed mixture shall be composed of the following grass seeds mixed in proportions by weight and shall meet or exceed the minimum percentages of purity and germination as indicated.

| | PROPORTION BY WEIGHT | TYPE OF GRASS |
|---|---|---|
| 1. | CONVENTIONAL TURF GRASS MIX (if specified) | |
| | 60% | KENTUCKY BLUEGRASS (blend of 3 cultivars) |
| | 30% | PERENNIAL RYEGRASS (blend of 2 cultivars) |
| | 10% | CREEPING RED FESCUE |
| | (Apply at 7 lbs./1,000 S.F. for mechanical seeding) | |
| 2. | SALT TOLERANT MIX (if specified) | |
| | 40% | 'FULTS' ALKALI GRASS (PUCCINELLIA DISTANS) |
| | 30% | CREEPING RED FESCUE |
| | 20% | KENTUCKY BLUEGRASS |
| | 10% | PERENNIAL RYEGRASS |
| | (Apply at 5 lbs./1,000 S.F. for mechanical seeding) | |

The percentage of hard seed included as a part of the germination percentage of any lot of seed, shall not exceed twenty. Kentucky bluegrass seed shall weigh a minimum of 28 pounds to the nearest measured bushel. Weed seed content shall not exceed 0.25%.

1. PACKING AND MARKETING

**All seeds shall be delivered in suitable bags in accordance with standard commercial practice. Each bag shall be tagged or labeled as required by the law of the STATE OF ILLINOIS. The vendor's name shall show on or be attached to each bag together with a statement signed by the vendor showing: a) the kind of seed contained, b) the percentage of purity and germination, c) the percentage of hard seed, if any, d) a statement conforming to the laws of the STATE OF ILLINOIS hereinbefore mentioned showing percentage of weed seeds, if any. Seed which has become wet, moldy, or otherwise damaged will be rejected.**

2.4 EROSION CONTROL BLANKET

1. **STRAW BLANKET (if specified)**
   a. **S-75 Straw Blanket (North American Green)**
   b. **AEC Premier Straw Blanket (American Excelsior Company)**
   c. **or equivalent**

2. **STRAW/COCONUT BLANKET (if specified)**
   a. **SC-150 Straw/Coconut Blanket (North American Green)**
   b. **AEC Premier Straw/Coconut Blanket (American Excelsior Company)**
   c. **or equivalent**

2.5 HYDROMULCH (if specified)
**SoilCover Hydraulic Wood Mulch by Profile distributed by ERO-TEX (866)437-6839**

2.6 SOD (if specified)
**Sod shall comply with State and Federal laws with respect to inspection for plant diseases and insect infestation. It shall be fresh cut, live, nursery grown sod, not less than one and one half (1 1/2) inches thick having well-matted roots. The root zone shall be of good, fertile, natural mineral soil free from stones and debris. Peat sod will not be acceptable. The turf shall contain no bent or quack grass nor any other noxious weed growth. It shall be of firm tough texture having a compact growth of grass. The sod sections shall be standard in size (24 inches wide x 3 feet in length) and each section shall be strong enough to support its own weight and retain its size and shape when suspended vertically from a firm grasp on the upper ten (10%) percent of the section.**

**Before being cut and lifted, the sod shall have been mowed at least twice with a lawn mower and the final mowing not more than seven days before the sod is cut. Sod which is not placed within 48 hours of cutting shall not be used without the approval of the Owner and/or Landscape Architect.**

**The Owner and/or Landscape Architect, reserves the right to inspect the sod at the source before cutting and areas that fail to meet with his approval shall not be cut for the purpose of supplying material under the contract. The Owner and/or Landscape Architect shall be permitted to take such samples as he may select. All sod shall be fresh and green when placed. Any sod that is dried out, burned, inferior in quality to said samples, or in any way failing to meet the requirements of these specifications will be rejected and the Contractor shall immediately remove such rejected material from the premises of the project and supply suitable material in its place.**

1. **BLUEGRASS SOD shall be a blend of at least three (3) cultivars of Kentucky bluegrass grown on a mineral base.**

2. **SALT SOD (if specified) shall be a blend of Kentucky Bluegrass, 'Fults' Alkalie Grass (Puccinellia Distans), Perennial Ryegrass and other types as approved by the Landscape Architect grown on a mineral base.**

2.7 WATER

**The Owner shall provide at no cost, sufficient water for the Contractor to maintain plant materials and seeded and sodded areas in accordance with the requirements of the applicable technical specifications. Potable water shall be supplied by the Owner by way of a permanent underground irrigation system, quick coupler system, hose bibs, fire hydrants or a designated fill-up source for mobile tanks. When water is provided by way of fire hydrants, it shall be the Contractor's responsibility to be completely familiar with all local ordinances concerning the use of this water source. If a meter is required, it is the Contractor's responsibility to obtain, store and return the meter. All fees incurred by the Contractor in obtaining the meter and utilizing the water supply will be reimbursed to him by the Owner.**

**In the event that the on-site water supply is curtailed or terminated by the Owner or by ordinance during the period the Contract is in effect, or that there is no on-site sources of water, the Contractor shall supply water from off-site in sufficient quantities to complete the job. Compensation for this additional item will be in accordance with a solicited price quote. If authorization to supply off-site water is not given to the Contractor by the Owner, when the Owner is unable to supply the water in sufficient quantities, the Contractor shall not be left responsible for damage to new plantings (plant materials & sod) or failure of seed to germinate and grow caused a direct result of an inadequate water supply.**

PART 3 - EXECUTION

3.1 **SEED - The accepted seasons for sowing seed in lawn areas shall be defined as follows:**

| PLANTING SEASONS | SPRING | FALL |
|---|---|---|
| **Turf grass** | **April 1 * to May 31** | **Aug. 15 to Sept. 30** |

*** or as soon as the soil is free of frost and in a workable condition.**

**Seeding during other time periods shall require the approval of the Owner and/or Landscape Architect. All sowing of seed shall be completed after all trees and shrubs have been installed, if any.**

3.2 **SOD - The accepted seasons for laying sod shall be as follows:**

1. **SPRING SODDING shall be performed from the time the soil becomes workable and unfrozen sod becomes available to June 15.**
2. **FALL SODDING shall be performed from August 15 to October 31.**

**Sodding during the summer season, defined as June 16 to August 14, will be acceptable if the area is served by an operational irrigation system. Sodding after November 1 shall be considered unseasonable and will require the approval of the Landscape Architect or Owner.**

3.3 **REQUIRED MAINTENANCE**

**The Contractor shall be responsible for maintaining all newly seeded and sodded areas until such a time as these areas are granted acceptance by the Owner and/or Landscape Architect. Maintenance during this time period shall and consist of watering, mowing, fertilization and herbicide application, as well as any other horticultural practices necessary to establish an acceptable stand of grass.**

A. **WATERING**

1. **The Contractor shall water all newly seeded** areas once immediately upon completion. Additional watering shall be performed as needed in the absence of adequate rainfall. All water should be applied as a spray or dispersion to prevent run-off or damage. The Contractor shall be responsible for watering until turf is established and accepted. If the Owner supplies an in-ground irrigation system, the Contractor shall be responsible for monitoring the effectiveness of the system and shall report any problems with the system to the Owner immediately, followed up in writing. If the Owner does not provide an irrigation system, then additional watering shall be performed in accordance with the Supplemental Bids where alternate watering prices shall be quoted. If this work item is not included as part of the original Contract, it must be authorized. Compensation shall be in accordance with the Supplemental Bid Prices. If the Owner fails to supply water or authorize supplemental watering the Contractor's warranty for providing an established stand of turf will be voided.

2. The Contractor shall water all newly installed **sod** immediately. The Contractor shall remain responsible for watering through three (3) applications. If the Owner supplies an in-ground irrigation system included in the scope of these improvements, the Contractor shall be responsible for monitoring the effectiveness of the system and shall report any problems with the system to the Owner immediately, followed up in writing. If the Owner does not provide an irrigation system, then additional watering shall be performed in accordance with the Supplemental Bids where alternate watering prices shall be quoted. If this work item is not included as part of the original Contract, it must be authorized. Compensation shall be in accordance with the Supplemental Bid Prices. If the Owner fails to supply water or authorize supplemental watering the Contractor's warranty for providing an established stand of turf will be voided. Watering after the required three (3) waterings shall be the responsibility of the Owner, or in accordance with authorized supplemental watering.

B. MOWING

1. The Contractor shall mow all **seeded** areas three (3) times. The three (3) mowings shall be performed once the turf has reached a height of three inches (3") and shall maintain the turf at 2-2½". At no time should more than 1/3 of the leaf blade be removed by any mowing.

2. The Contractor shall mow all **sodded** areas once. The one (1) mowing shall be performed once the turf has reached a height of three inches (3"). At no time should more than 1/3 of the leaf blade be removed by any mowing.

C. FERTILIZATION

1. **Seeded** areas after completion of the second required mowing, the Contractor shall apply an 18-5-9 commercial fertilizer at the rate of 15 pounds per 1,000 square feet (650 lbs/ac.) to all turf areas using a mechanical spreader and by making two (2) passes at right angles to each other.

2. **Sodded** area after completion of the required mowing, the Contractor shall apply an 18-5-9 commercial fertilizer at the rate of 15 pounds per 1,000 square feet (650 lbs/ac.) to all turf areas using a mechanical spreader and by making two passes at right angles to each other.

D. HERBICIDE

The Contractor shall be responsible for one (1) application of a weed control product no sooner than the second mowing with the areas seeded. The product shall reflect the specific weed problem which may exist.

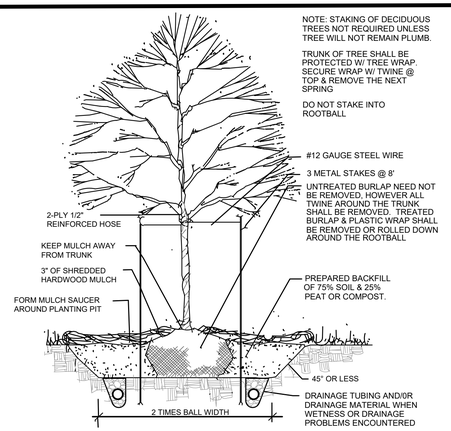
3.4 ACCEPTANCE

Acceptance of seeded areas will be determined by the Owner and/or Landscape Architect.
Acceptance shall be granted upon conformance with the following:
1. Grass shall display a reasonably uniform distribution of grass plants.
2. Grass shall display vigorous growth and be green and healthy in appearance.
3. Grass shall have received the required mowings, fertilization and herbicide application.

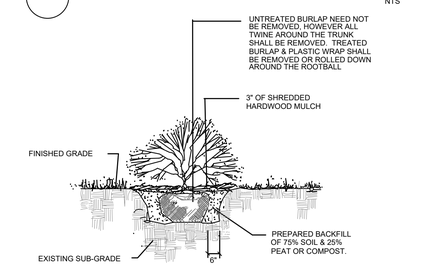
The Contractor shall not be held liable for damage incurred to the seed areas caused by deicing compounds, toxic substances, fertilizers, pesticides and other materials not specified or not applied by him or under his supervision, nor those damages caused by vandalism or acts of nature.

3.5 GUARANTEE

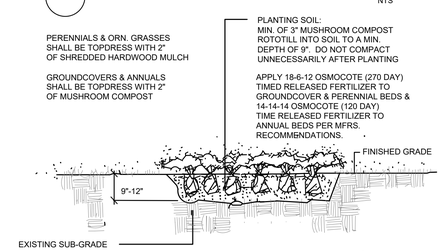
The Contractor shall guarantee the provision of a green, healthy relatively weed free turf at the time of acceptance.

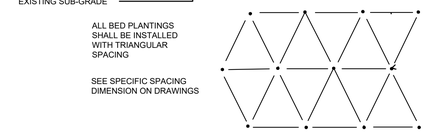



## DECIDUOUS TREE
NTS

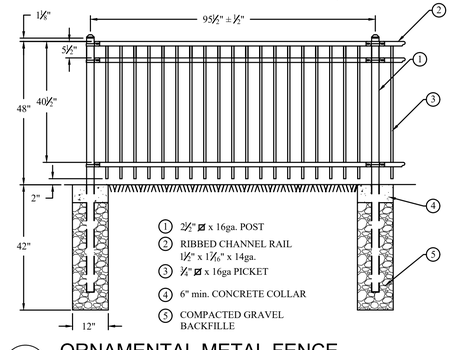



## SHRUBS
NTS




## BED PLANTING DETAIL
(PERENNIALS, ORNAMENTAL GRASSES VINES, GROUNDCOVERS & ANNUALS)
NTS




## ORNAMENTAL METAL FENCE
1/2"=1'-0"

C:\Users\Randy\Desktop\Project Files\ROSS-Villa Park\Villa Park-LANDSCAPE_2022-05-26.dwg, 5/26/2022 6:05:14 PM

REVISIONS

| | | |
|---|---|---|
| 2 | Village Review | 5-26-22 |
| 1 | Client Review | 3-11-22 |

If this plan is not 24" x 36" in size, then it is a reproduction that may not be to scale

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**ARDMORE FLATS**
27 WEST PARK
VILLA PARK, ILLINOIS

Prepared for:
Ardmore Flats, LLC
23 N. Lincoln Street
Hinsdale, IL 60521

SEAL:
STATE OF ILLINOIS
RANDY F. METZ
no. 157-000422
LANDSCAPE ARCHITECT

METZ & COMPANY
LANDSCAPE ARCHITECTURE/SITE PLANNING
826 East Maple Street
Lombard, Illinois 60148
PH: 630.561.3903
www.metz-company.com

TITLE
LANDSCAPE DETAILS & SPECIFICATIONS

PROJECT NO.: 22-189
DATE: 03-08-2022
SCALE: 1"=10'

SHEET
L-2.0

# Memo

**To:** Nick Cuzzone, Village President

**From:** J. Pienkos, Chairman, Traffic and Safety Commission

**Date:** August 2, 2022

**Re:** Traffic and Safety Commission Recommendations for 27 West Park Boulevard

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This memo is to provide the Board of Trustees with the recommendations that were approved at the July 5, 2022, Traffic and Safety Commission Meeting in relation to the proposed development at 27 West Park Boulevard. During the meeting the commission heard concerns and comments from several of the residents in the area related to pedestrian safety and traffic patterns: use of the alley, the blind pedestrian crossing of the alley as it exits to Ardmore Avenue, the flow of traffic through residential roadways, and some general concerns pertaining to the development.

The Traffic and Safety Commission does not have authority to approve or deny the development or to provide direction on any zoning requirements such as the amount of lot coverage or the number of parking spaces provided. The Traffic and Safety Commission reviewed the proposed development and the impacts it would have on the pedestrian and traffic patterns in the area. The developer has provided a traffic assessment, as required, prepared by KLOA, which is a reputable traffic engineering firm. After reviewing the assessment and listening to the concerns from the residents, the Commission had some concerns regarding the proposed development and made a motion with the following recommendations:

**RECOMMENDATIONS**

If the proposed development is approved:

1. A directional island (referred to as a pork chop) should be constructed as part of the entrance/exit of the new parking garage, requiring exiting traffic to make a right-hand turn out of the development onto northbound Princeton Avenue, and requiring entering traffic to make a left-hand turn into the development from southbound Princeton Avenue. This would require all development traffic to utilize Park Boulevard to distribute the traffic to Ardmore Avenue or Harvard Avenue.
2. Westbound traffic from the public alley should be required to make a right-hand turn out of the alley onto northbound Princeton Avenue. This would require all westbound alley traffic to utilize Park Boulevard to distribute the traffic to Ardmore Avenue or Harvard Avenue.
3. The developer should be required to provide protection of the existing utility poles located in the alley along the south side of the proposed development. The request would be for bollards to be installed, at a minimum, at the two pole locations to protect the poles from traffic.
4. The developer should be required, in addition to providing physical protection of the existing utility poles located in the alley, to extend the proposed crosshatch pavement markings to include the easternmost pole along the alley. Currently, an approximately 2-foot section of crosshatch pavement markings is proposed in the parking stalls to denote the space rendered unusable by the existing utility pole's location. This recommendation is to extend that pavement marking further south towards the alley to call further attention to the pole.
5. The Public Works Department should review and install additional signage at the exit of the public alley to Ardmore Avenue to bring attention to the blind pedestrian crossing. The Commission recognizes that this is an existing concern regardless of the proposed development and has asked the Public Works Department to proceed with researching the proper language for the installation of a caution sign at this crossing and to provide their findings to the Commission.

A vote on these recommendations passed 5-0 with 4 commissioners absent.

# BOUNDARY AND TOPOGRAPHIC SURVEY

550 E. ST. CHARLES PLACE
LOMBARD, ILLINOIS 60148
PHONE : (630) 916-6262

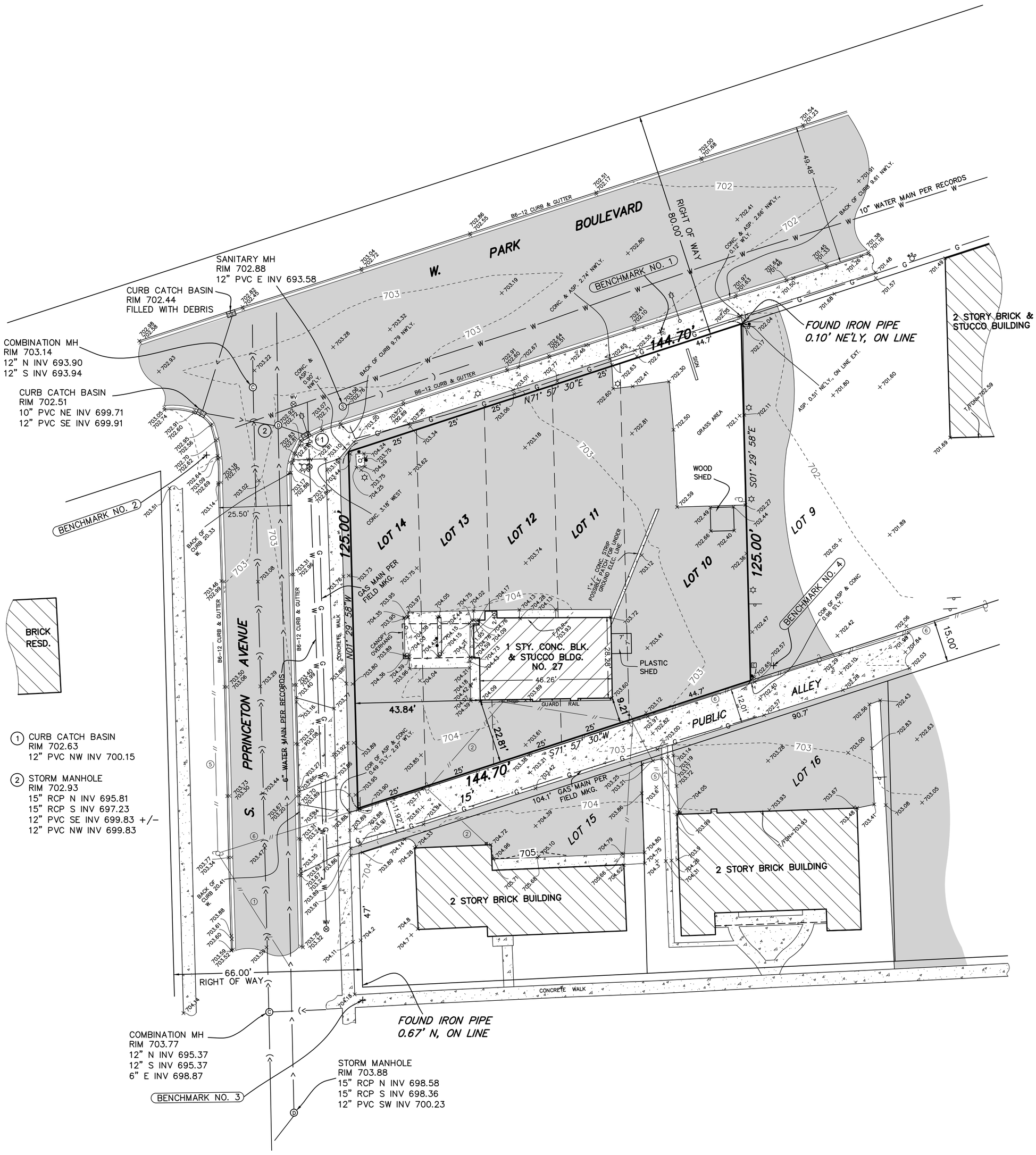
Graphic Scale
20 10 5 0 20 40 60
(In Feet)
1"=20'

BY
**GENTILE AND ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

**LOTS 10, 11, 12, 13** AND **14** IN **CLARKE'S DIVISION** BEING A RESUBDIVISION OF LOTS 209 AND 232 OF ARDMORE, BEING A SUBDIVISION IN SECTION 9 AND 10, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CLARKE'S DIVISION RECORDED JULY 9, 1923 AS DOCUMENT 167402, IN DUPAGE COUNTY, ILLINOIS.

CONTAINING: 17,338.86 SQ. FT., 0.40 AC. (MOREOR LESS)

PROPERTY COMMONLY KNOWN AS: 27 W. PARK BOULEVARD, VILLA PARK, ILLINOIS. 60181




① CURB CATCH BASIN
RIM 702.63
12" PVC NW INV 700.15

② STORM MANHOLE
RIM 702.93
15" RCP N INV 695.81
15" RCP S INV 697.23
12" PVC SE INV 699.83 +/-
12" PVC NW INV 699.83

## LEGEND

- ELECTRIC METER
- GAS METER
- UTILITY POLE
- "GUY" ANCHOR W/ WIRE
- LIGHT POLES
- SIGN POST
- FIRE HYDRANT
- WATER SERVICE SHUTOFF VALVE
- CLOSED COVER DRAINAGE STRUCTURE
- CURB INLET/CATCH BASIN
- COMBINATION SEWER MANHOLE
- SANITARY SEWER MANHOLE
- WV WATER SHUTOFF VALVE WITH 8" CASING
- BOLLARD
- FLAGPOLE

- OVERHEAD WIRES (# OF WIRES)
- STORM SEWER
- SANITARY SEWER
- COMBINATION SEWER
- GAS MAIN
- WATER MAIN

XXX.X GROUND ELEVATION
XXX.XX PAVEMENT ELEVATION
F/FLR = FINISHED FLOOR ELEVATION
T/FDN = TOP OF FOUNDATION ELEVATION

**NOTES:**

**BENCHMARK:**

DUPAGE COUNTY YK09003, PID DK3105 – STATION IS A DISK LOCATED ALONG HARVARD AVE., BETWEEN ITS INTERSECTION WITH CENTRAL BLVD. AND ITS INTERSECTION WITH PARK AVE. STATION IS 15.4 FT. EAST OF THE CENTERLINE OF HARVARD AVE., 89.5 FT. NORTH OF THE CENTERLINE OF PARK AVE., AND 79.5 FT. SOUTH OF THE CENTERLINE OF CENTRAL BLVD. MONUMENT IS 1 FT. BELOW GRADE OF GROUND AND IS FERROMAGNETIC.

ELEVATION – 707.14 (NAVD 88 DATUM)

**SITE BENCHMARKS:**

**NO. 1** – CROSS NOTCH IN CONCRETE OF PUBLIC WALK IN SOUTH SIDE OF PARK BLVD. RIGHT OF WAY 28.44 FT. NORTHWEST (AS MEASURED DIRECTLY) OF THE NORTHEAST CORNER OF SUBJECT PROPERTY

ELEVATION – 702.33

**NO. 2** – CROSS NOTCH IN CONCRETE OF PUBLIC WALK ON WEST SIDE OF PRINCETON AVE. RIGHT OF WAY 28.44 FT. NORTHWEST (AS MEASURED DIRECTLY) OF THE NORTHWEST CORNER OF SUBJECT PROPERTY.

ELEVATION – 702.82

**NO. 3** – CROSS NOTCH IN PUBLIC WALK IN NORTH SIDE OF HIGHLAND AVE. RIGHT OF WAY 67.14 FT. SOUTH (AS MEASURED DIRECTLY) OF THE SOUTHWEST CORNER OF SUBJECT PROPERTY.

ELEVATION – 704.13

**NO. 4** – CROSS NOTCH IN ASPHALT PAVEMENT 9.59 FT. NORTHEAST (AS MEASURED DIRECTLY) OF THE SOUTHEAST CORNER OF SUBJECT PROPERTY.

ELEVATION – 702.58

BASE SCALE : 1 INCH = 20 FEET
DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF
ORDERED BY : RWG ENGINEERNG, LLC
DRAWN BY : VAF
CHECKED BY : JFG
SURVEYED BY : LR

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT DEED, CONTRACT AND ZONING ORDINANCE.

ORDER NO. 17801-21 (TOPO)

STATE OF ILLINOIS
COUNTY OF DuPAGE S.S.

WE, GENTILE AND ASSOCIATES, INC,. HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE AT AND UNDER MY DIRECTION, OF THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PLAT CONFORMS TO THE MINIMUM STANDARD REQUIREMENTS FOR A BOUNDARY SURVEY.

JANUARY 7, A.D. 2022

JOSEPH F. GENTILE 2925 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS LOMBARD, IL

BY : _____

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925
MY LICENSE EXPIRES NOVEMBER 30, 2022
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002870

Villa Park Planning & Zoning Meeting
2022-06-09





CHAIRMAN JASON JARRETT: I call this regular meeting of the Village of Villa Pa Planning and Zoning Commission to order. Let's start with roll call. Calvert? Hofstra? Jackson?

KENNETH JACKSON: Here.

CHAIRMAN JASON JARRETT: Kase?

DON KASE: Here.

CHAIRMAN JASON JARRETT: Luedtke?

ERIC LUEDTKE: Here.

CHAIRMAN JASON JARRETT: Orlowski?

MICHAEL ORLOWSKI: Here.

CHAIRMAN JASON JARRETT: Romano?

DOMINICK ROMANO: Here.

CHAIRMAN JASON JARRETT: Shlensky?

JUSTIN SHLENSKY: Here.

CHAIRMAN JASON JARRETT: I, too, am present. With that, we have a quorum. Let's -- so approval of minutes. Are there any questions or comments on the minutes from the meeting of 05/12/22?

All right. If there are no questions or comments, I would entertain a motion to approve the minutes of 05/12/22.

MICHAEL ORLOWSKI: I'll make a motion





to approve minutes.

CHAIRMAN JASON JARRETT: We have a motion from Chairman Orlowski. Is -- Commissioner Orlowski. Is there a second?

DOMINICK ROMANO: I'll second.

CHAIRMAN JASON JARRETT: Second from Romano. All in favor?

IN UNISON: Aye.

CHAIRMAN JASON JARRETT: Any opposed? All right. The minutes are approved. So, let -- first order of business here is that we don't have a court reporter this evening. So, we're going to need a motion to proceed without a court reporter who will transcribe from the video. Do we have a motion for that?

JUSTIN SHLENSKY: I'll make that motion.

CHAIRMAN JASON JARRETT: We have a motion from Shlensky?

MICHAEL ORLOWSKI: I'll second that.

CHAIRMAN JASON JARRETT: Seconded by Orlowski. All in favor?

IN UNISON: Aye.

CHAIRMAN JASON JARRETT: Any opposed? All right. So, we will proceed. In that regard,





I'll remind everybody that we are on video. There will be a court reporter transcribing. So, if you're going to be speaking you need to be at a microphone when you do it. You need to speak up. Speak clearly. No crosstalk.

Also along those lines, we have a big house. I'm sure some of you have strong emotions about this project one way or the other. I would ask that you refrain from clapping, cheering, booing, any of that. We're all here to respect each other's opinions and move forward with this -- with this application.

So, when we get to the public hearings before us this evening, the way those will work is we will start with staff input, then we'll move to the presentation of the petitioner. Following that, anyone who wishes to speak on a particular application from the public will have about three minutes to do so. We ask that you come up to the dais, state your name and preferably your address. You're not required to give your address, but if you could, that would be great.

There'll be a sign-in sheet up here as well. All that will have to be given to the

court reporter to become part of the record, and then you'll have three minutes or so to make your case.

If you want to reiterate what someone else said, if you have -- you don't necessarily need to repeat every point that's been made here, depending on how many people are wanting to talk, we might be here all night, but it is okay to come up and say, you know, I'm for this project. I'm opposed this project. I support what so and so before me said. That's very much appreciated so that we know how you feel and how you're thinking on the project. Okay?

After public participation -- actually, let me clarify that. When you speak for the public participation, direct your questions to me. I'll make a list of questions that we will address to the petitioners at that point when we move to questions up here. So, dialogue should be between me and yourself and I'll make sure that those questions get addressed.

We will move to questions from the commission and then we will allow the petitioner a chance for closing comments, then we will discuss up here and have a motion this evening as





is appropriate.

Anyone that's wishing to speak tonight on any of these agenda items, I would ask that you stand now, raise your right hand. Even if you think you might, let's just get you sworn in so we don't have to do it piecemeal.

Stand, raise your right hand, and I will swear you in. Do you swear or affirm that you'll tell the truth, the whole truth, and nothing but the truth?

IN UNISON: Yes.

CHAIRMAN JASON JARRETT: All right. Thank you. All right. So, we're going to move the village code amendments following the other two petitions. Do we have a motion to move petition PZ-22-0006 to follow petition PZ-22-0005?

MICHAEL ORLOWSKI: I'll make that motion.

CHAIRMAN JASON JARRETT: We have a motion from Orlowski. Is there a second?

ERIC LUEDTKE: Second.

CHAIRMAN JASON JARRETT: Second from Luedtke. All in favor?

IN UNISON: Aye.





CHAIRMAN JASON JARRETT: All right. So, the agenda is amended.

First item of business is petition PZ-22-0007, 225 West Stone Avenue, Let's Go Motors. It's a special use for a vehicle body and painting shop. I understand that staff is requesting a continuation of that?

WOMAN 1: Correct. I felt that the application was incomplete. I have asked for a full site plan. We've got a series of standards that we'll use in considering the request for paint booth. A paint booth is a special use because it has the potential to create externalities. There's paint, you need good ventilation, and there's also externalities from any automotive use when you've got a lot of cars that may be sitting outside and waiting.

So, we're looking for a site plan which will identify where on the parcel the cars will be parked, and I'm actually going to be working with the applicant tomorrow to help them with the site plan. So, we should be ready by July, okay?

CHAIRMAN JASON JARRETT: Okay. So, before we continue, is there anyone here that wanted to speak on that or is there anyone





representing the applicant here this evening?

All right. So, I'd entertain a motion to continue petition PZ-22-0007 to a date certain of July 8, 2022.

MICHAEL ORLOWSKI: I'll make that motion.

CHAIRMAN JASON JARRETT: Motion --

WOMAN 1: Isn't it July 14th? Did I have that wrong?

CHAIRMAN JASON JARRETT: Yeah, I'm sorry. I'm looking at Friday. To amend that motion to July 14, 2022.

WOMAN 1: Thank you.

MICHAEL ORLOWSKI: I'll make that motion.

CHAIRMAN JASON JARRETT: All right. So, we have a motion from Commissioner Orlowski. Is there a second?

ERIC LUEDTKE: Second.

CHAIRMAN JASON JARRETT: All right. All in favor?

IN UNISON: Aye.

CHAIRMAN JASON JARRETT: Any opposed? ALL RIGHT. That matter is continued.

The next item of business is petition

PZ-22-0005, 27 West Park, Ardmore Flats, a plat of subdivision variances, Ross Builders, Incorporated, petitioner on behalf of Apex Ardmore, LLC, the owner.

WOMAN 1: Can I make sure, Craig, are you here tonight? Oh, my gosh, thank you. So many people. Okay, thanks. So I have your PowerPoint loaded and I have just a brief one for me.

CRAIG ROSS: Perfect.

WOMAN 1: Okay. Good evening, everyone. As the chairman indicated, this is PZ-22-005, and Craig Ross is with us tonight of Ross Builders. The owner of the property is Apex Ardmore, LLC, and the legal notice was published for a plat of subdivision to consolidate the two land parcels and then several variations, and I can read them if you like. I think we pretty much are familiar with them. Most people in the room have come to speak with us.

There's a request for 32 parking spaces rather than the 38, which would have equated to one per bedroom. There's a garage entry on the side yard off of Princeton. There's a request for a reduction of the requirements for lot





coverage, the impervious surface, and then there's a seven-foot streetscape in the front because the property is unable to meet the 13-foot streetscape. I'll get into that later.

There's a relief from the visibility triangle and other -- it was published with other such further relief and I have added one more and it's foundation landscaping in the rear.

So, there's been several notices out there and meetings that people have been able to come and learn more about the project. He's been at three separate traffic and safety commission meetings. Thank you for attending those, Craig.

He did speak with this board on April 14th with a concept plan. There was a community open house which the developer has hosted. The legal notice was published, the letters were mailed, and then any dates moving forward are still to be determined.

This is what's on the property right now. It's a relatively small building. It's a 17,000-square-foot lot so you can see it doesn't cover much. It's generally totally impervious, mostly paved, and what's proposed -- this is the rendering of the landscaping.





Looking from the corner of Park and Princeton, it would be an 11,239-square-foot, 24-unit residential building, four stories with the first floor being comprised of two units and 22 parking spaces, and in total the residential on all floors is 10 one-bedrooms, 14 two, so there's 24 units with 38 bedrooms. And I'll let Mr. Ross go into more detail in his presentation.

We have noted, this is something that came up, Mr. Ross, just in staff dialogue this week, the way you've drawn it, we had six new parking spaces on Park Boulevard. We're going to have to confirm on ADA, one of those may have to become an ADA space, because you count the number around the block without crossing a block, and once you get over 26 on the block, you may need another ADA. We're still looking at that.

And some of the details, Commissioners, are still to be determined when we would move into final engineering. So, it's not a fully -- not all details are fully known as it would relate to engineering items. That's one of them.

Okay. So, I've referenced the Princeton entrance, the 10 spaces in the rear. One of the benefits we think is he's agreed to





put a new landscape island at Princeton and Park and that's going to change the corner and the way the building sets at the street. It will create more protection for those folks parking on those perpendicular lots.

In my memo, I referenced there might be one new space on the street, and I was incorrect. So, the street parking will remain the same. Right now it's west side only on Princeton, so I just want to make sure everyone sees that and is confirmed with that.

In many elements, the project totally meets the code. And remember, this is a combined Plan Commission and Zoning Board of Appeals, and so, a good part of the work of the commission is confirming that the project meets the code. And so, it meets the land use, residential is permitted, it meets the height, they're actually shorter than they could build. They have set back the fourth floor. The facade materials in the articulation in the building meet the design guidelines in the code and it does meet the standard for a traffic analysis, not a full-blown traffic study.

And the conditions for landscaping,

just so people from the community, our residents, are aware, in 2018 our new zoning code put in zoning -- put in landscape requirements. They did not exist before. So, we've put them into the code as a way to start to green up the community.

So, this is a request for variation. It's a grant of relief from strict compliance to alleviate a practical difficulty or a hardship that would be caused by literal enforcement. And therefore, I've worked with the applicant a lot to try and minimize any request for variation.

It's intended to provide site-specific relief when the requirements would render the land difficult because of a unique or special characteristic to the property itself. This parcel is not a regular shape, it's irregular, it's angular because of Park and that does create some hardship for the design.

So, looking at the variances that were requested, the visibility triangle, as we work through this brand new zoning code, we are finding there are some conflicts in it. The visibility triangle is one. It requires 10 feet from the corner along Park and Princeton to be a





visibility triangle, yet -- did my mic go out? Can people hear me? Okay.

Yet the -- there it is. Yet the building itself is to be set back five feet, and I want to point out too this is a form-based code. The code that we have right now is blended. Originally, the -- traditionally the village code has been a traditional Euclidean zoning district that just looked at the uses, the setbacks, the height, and it focused as much on what was happening in the buildings as how they were set on the lot.

We now have a blended form-based code and traditional code. So, this is a form-based code district with the MX and it focuses on the bulk and mass of the building and where it sits and more so on the building itself than on the uses.

So, when you have this in the sections of the code that are formed-based, there's a variety of building types that could be put in each district and a general building is proposed for this project.

4.4.3, which is Article IV, the MX districts in our zoning code, talks about the





general building and what's required there. So, when I talk about doing the analysis, I've looked at the building form itself or the general form, I've looked at the landscaping, we've looked at the parking, various sections of the zoning code.

But the visibility triangle, back to that, there's a hardship in the code and the commission at the last meeting actually talked about modification to that, and we're going to leave some of that to discretion to staff when there's a conflict. We're going to try and get it whenever we can, but in these form-based codes, we will not be able to get a visibility triangle. It's a -- it's a hardship that exists based on the code.

The garage entrance is proposed on Princeton. The code -- with these form-based codes, those sections try and push all the auto activity to the rear, and that's why the preferred entrance to the garage is from the alley, but at the same time we have to balance the parking, and if that were to happen, quite a few parking spaces would be lost. And so, the request has been to enter from Princeton and staff feels that the lot configuration, the





shallowness and what it does to the remainder of this site, does create a hardship. So, we do recommend the approval of that variance request.

The minimum 13-foot streetscape is also something created this time by the village. If you look at the island, the new peninsula out there, the landscape island, and if you were to draw a line straight -- parallel to the line, that would normally be the curb. You'd have street, you'd have grass, you'd have sidewalk, you'd have building.

And the village has paved that parkway area to create those perpendicular spaces that exist on Park that are often used for the festivals and the events and because we paved it, the curb line has effectively moved the 18 feet south closer to the building.

The code requires a 13-foot streetscape area, and it's measured from the curb, but in this instance, because we've moved that curb south, we've created the hardship for him. He is 14 feet from the curb with the building with 7 feet of landscape in front of the building right now, and we do believe that the fact that the curb was moved creates a hardship and staff

recommends the variance for that.

The foundation landscaping we also recommend. It's a shallow lot and it -- to landscape the back would remove all parking or start to remove it from the rear or impact it in general. So, we recommend that variation as well.

There's two other variations. One is lot coverage and the other is parking spaces. The table on the right comes from the site plan and the -- as proposed, there -- it will be greener than it is now. They're adding about 79 square feet was the calc in the last site plan plus an additional almost 500 feet on the right-of-way, so the site will become less impervious, but the building itself is about 64 percent of the lot coverage. And so, I've talked to Mr. Ross.

That -- if the remainder of the lot was in landscaping and a permeable material, it would meet code and that variance would go away, so we can support that. Parking spaces I think will be the one item the commission's going to most have to think about today on whether or not it warrants the hardship, and I will note that staff





-- all the departments review these projects together and police, fire, economic development, community development, and engineering, we would like to see perpendicular parking because one of the big concerns we've heard from everybody is the alley and some people want it to go eastbound and some people want it to go westbound. Some people, you know, have other thoughts altogether.

But perpendicular parking will allow more flexible movement. It will aid in the snow plowing and he'll gain one space doing it that way, plus there'd be room for additional landscaping on Princeton. It disperses all of the trips in multiple directions so that they're not all forced out one way or the other.

So, I've referenced engineering and some items are going to be completed prior to a building permit, the signage and striping, the traffic study we're still looking for a little more information, the platted subdivision and then actual design of that landscape island still needs to be confirmed. For example, there's a storm water inlet we may move and then we need to make sure that the stop bar is far enough away from the sidewalk to meet ADA, little items like





that.

This is the zoning that exists. You can see it's MX-2 -- MX-T, excuse me. It's MX-T, and to the south is MX-R2, which is residential. All of the yellow is RS75 which is single family residential, but this is what's considered to be the Ardmore Business District.

And I had done some calculations on moving the building and working to create the perpendicular parking, and I was just doing a rough sketch here basically. I think the commission will -- we can come back to this when you guys talk.

The findings of fact in the memo that everyone's read from online were submitted by Mr. Ross, by the petitioner, and I would like this evening for the commission to decide if you support the request as submitted or if you want to see any changes and then determine which way you go. If you can vote tonight and make your recommendation to the village board or if you feel strongly enough that you want to see designs come back to you, and I'll leave that to the commission's deliberation.

CHAIRMAN JASON JARRETT: Okay, thank





you.

WOMAN 1: You ready for Craig?

CHAIRMAN JASON JARRETT: Yeah.

WOMAN 1: Mr. Ross? Okay.

CHAIRMAN JASON JARRETT: So, whoever is going to speak, as you come up, you know, state your name and address for the record and if you're representing a company then state that as well, and if you have a hard to spell last name, spell that and save the poor court reporter transcribing trying to have to look you up.

CRAIG ROSS: I've got an easy one for you, Craig Ross, R-O-S-S, Ross Builders, 23 North Lincoln Street, Hinsdale, Illinois 60521.

Well, thanks for having us, Commissioners. Thanks, Ellen, for that presentation, that was great. Thanks to the community for coming out. I've met a bunch of you already, and you know, look forward to presenting this to you again.

We've made some changes since the last time we've been here, so we certainly want to highlight those. I've got a lot here, so I'm going to run through it kind of fast. If there's something that you've got a quick question on or

that isn't clear, certainly stop me if you want.

CHAIRMAN JASON JARRETT: Yeah, and one --

CRAIG ROSS: I don't want to take too much time on --

CHAIRMAN JASON JARRETT: One point that I would make is this is the first public hearing.

CRAIG ROSS: Right.

CHAIRMAN JASON JARRETT: So, the things that you presented before in other settings are not part of that hearing. So --

CRIAG ROSS: Okay.

CHAIRMAN JASON JARRETT: Make sure you get everything on the record that you want on the record related the project. Thank you.

CRAIG ROSS: Definitely. So, the project is 27 West Park Boulevard. It's the southeast corner of the intersection of Park Boulevard and Princeton Avenue.

As Ellen said, it's in the MX-T district, which is mixed transitional. The proposed development is multi-family building and it would fall under the general building requirements.

This is the existing conditions.





Again, Ellen had showed this. It's an office building. I think it used to be a bank. I think used to be a gas station before that. The tanks have been removed. We have a letter in that regard. People had asked about that in the past. As Ellen had also said, it's almost 100 percent filled with pavement and/or the building itself.

This is a rendering, obviously a 2-D rendering, of the north elevation. We are -- where you see the black, that's going to be brick. Where you see the other tones of gray, those would be different mixes of siding, and then the brown would also be a siding.

We're actually trying to work off of the Standard Meadery which is, you know, two doors down. Very similar materials they have there where they have a black brick and they have this similar brown siding, but it's also materials that you would normally see on a house so that it blends with the residential areas also.

This is the west elevation. This is the entrance off of Princeton. You can see the garage door. Let me just go back to the front. So the -- when we were here last time, we had an





entrance on Princeton. We have -- we have moved that to the front of the building so that's on that right side.

So, there's the Princeton entrance or where you can see where the garage is. There's a man door there also to be able to enter the building.

This is the east elevation, and this is the south or the rear alley elevation. We had a 3-D rendering done just to kind of give you a better perspective, because again it's -- on the 2-D it looks very flat but in actuality there's a lot of depth changes, a lot of different material changes to break up what we have going on there. This also helps you see how that fourth floor is set back considerably also. You can see it, you know, up top in the lightest gray color. Again, something that just gives a lot of different depth than just having a straight up and down building.

This is the side from Princeton or the corner at least to give you a view of that side. As I wanted to mention, there would be landscaping on both those sides that you just saw and what we tried to here -- do here with this is





to approximate the landscaping on what it would look like.

This will also show the -- on the left side there, you'll see where the light pole and fire hydrant are. To the left of that is that extension of the curb, and we'll get into that more.

This is the ground floor. We have made this about a foot and a half less deep since the last time we were here. Second and third floor plans, again, just showing that, you know, the units that are in there.

So, here's the site plan. I'll run through -- again, some of these are changes but these are also just important things to highlight. Staff had a great recommendation to create a bigger walkway in the back. I think public works or engineering, they wanted a three-foot walkway at the rear parking area. So, you can see in the yellow we actually created a four-foot walkway. This will do a couple of things. It'll allow tenants to walk from their cars to the entrance of the building, you know, have a nice safe walkway to do that in, number one, and then number two allows public works access a lot

easier now that the parking is pushed back or pushed more towards the building.

One thing of note is that the -- there are two utility poles that back up to our property. They're actually another one to two feet into the alley. So, keep that in mind. Any public works, any car that's driving by, can't even get close to that four-foot area. They're going to be another foot or two or even three because obviously they're not going to be rubbing up against these poles away from that four-foot walk area because of the two utility poles that are there now.

We have 10 outdoor parking spots. That's in the blue there. Tenant traffic would enter from Princeton and leave from Ardmore since we have them on an angle. We just want to be clear, we're not proposing a one-way alley. You know, we -- the alley is two ways right now. We're fine with keeping it two ways. We just think it's in the best interest to keep our traffic that we're going to be adding to the site going in one direction. We got a lot of feedback from neighbors on that who live on Princeton who prefer that. They want it -- traffic to go away





from Princeton also. They didn't want to create more traffic going towards Princeton than it needed to be.

So this way, when cars are coming, obviously they would come from Ardmore, they'd only be on Princeton for 100, 150 feet, whatever that is. They can't come from, you know, a different direction to be able to do that.

We also improved the ADA parking space. We made a better walkway. You can see that there in brown. We've added -- so in the red at the driveway access to the garage, we added a no left turn sign. Again, this was based on recommendations from the community and from staff. So, cars exiting would have to go right, again away from the residential south end of Princeton and towards Park and probably eventually towards Ardmore.

We also met with Traffic and Safety Commission and I think also some of the village staff had recommended that maybe we even get rid of the flare that goes towards the south. So, that would also force traffic that wanted to turn into the building to have to come from the north and not the south, and we're open to that. I





mean, if people think that's a great idea, we can do that too. Again, we're all about keeping the traffic on Park which is already, you know, a busier street than Princeton, isn't as much residential because that's obviously where the business district is. So, we're open to certainly doing that kind of like a -- we're calling it a half pork chop, let's call it.

As I mentioned, we moved the tenant entrance to -- and the main lobby entrance to the Park Boulevard side, so we're no longer on the Princeton side. Another important thing in the green, in that upper left-hand corner, Ellen had mentioned how we extended that curve and I'll talk more about that but that helps with a lot of different things, creates more green space and certainly makes things a lot more safe, creates another parking space, which leads to the last item.

With the curb cut eliminated because there is a curb cut leading to this property right now on Park, we're always creating five new parking spaces for the public. Well, with adding this island, we can now create a sixth parking space that may become an ADA space as Ellen had





mentioned, but it's still -- it's still a sixth parking space that we'd be adding for the public use. This is not for tenants. It's -- you know, it could be used by tenants, but it's for public use.

I know you mentioned I should start from scratch, but I wanted to kind of highlight some of the revisions we've made since we did last meet.

CHAIRMAN JASON JARRETT: Yeah.

CRAIG ROSS: So, we increased that space between the alley and the parking spaces to four feet. When we were here last time it was only about one-and-a-half. This is going to allow for that safer walkway for tenants. It also allows for a 19-foot turning radius into the parking spaces where a 15-foot space or radius I should say is usually required, and it allows for more space for public works access to get through. And as I said, it's even -- five or six feet because of those utility poles is going to be the buffer area.

We moved that pedestrian entrance from Princeton Avenue to Park. This keeps more foot Patrick -- more foot traffic on Park Boulevard

which is in line with the planning and zoning's vision of a pedestrian friendly Park Boulevard. We revised the lighting plan so that we can meet the code. We eliminated one parking space in the alley so that we could move the east parking space one foot further from the utility pole. It also created a more friendly or user-friendly ADA parking space and it also allowed for more landscape screening on the west side of the parking spaces.

We added some pavers to the walkways before it was all concrete at the walkways. The papers are located at the building walkways. It'll help increase the semi-pervious areas and it will also create a softer hardscape aesthetic.

We narrowed the driveway. We were at 25, but because of the angle of the property, the code measures the width of the driveway at the property line, we were actually at 25 at the property line. So we narrowed it down to get it down to 24 to make sure we meet the code.

And then, as I mentioned a couple of times, we extended that curve on the east side of Princeton, so right now they don't align with each other and it's a -- it's a little odd the





way it is. So, now that we've aligned with the east, it's going to allow for a safer pedestrian walkway. We can now move that stop sign farther north and the stop bar farther north. It makes it safer for cars to stop, because I would think with cars parking in those stalls, if a car were to park there and you were pulling up there, you're going to either blow the stop sign to get far enough to see past the cars or you're going to have to make two, three stops to kind of creep out. So, we think this would be a lot safer. And as I mentioned, it's going to add an additional street parking stall.

So, the variances, the first one was the parking ratio. The building has 10 one-bedroom units and 14 two-bedroom units, and we would be supplying 32 parking spaces. That's a ratio of 1.33 ratio of parking spaces to units.

The code goes by bedrooms. It's a little out of the ordinary. It's a little bit different than most codes that we've seen, but it does go by bedrooms, and so we are required to have 38 parking spaces. We have 22 in the interior, we have 10 on the exterior, which means we would be seeking a variance for six parking





spaces.

We feel the area's very walkable, very bike friendly location. There's the library, the restaurants and bars, stores all within walking distance. There are bus routes that are also nearby. So, we think that shouldn't be an issue at all for our tenants.

The intention of the site layout is to create as much parking as possible on the site, both within the building and outside the building while maintaining usable space on the ground floor, on Park Boulevard side, to maintain the active streetscape the village desires.

With the dimensions of the site, both width and depth, and the dimensions of required parking spaces and drive aisles, we think this layout maximizes the number of parking spaces.

We had a traffic assessment performed by KLOA. They're a third-party company that analyzes traffic and parking and they estimated that the parking demand for the proposed building would be between 25 and 32 units. Again, we're at 32 units. We're at the upper end of their recommendation.

And also as I mentioned, it's not --





it's now common for municipalities and developers to supply one parking space per dwelling unit. According to Yardi Matrix, which is a well-known national commercial real estate research firm, the national average for newly built apartment buildings in 2016 for the ratio between parking spaces and dwelling units was 1.27 for mid-rise buildings and less than 1.00 for the Chicago metropolitan area.

The -- and then, you know, in regards to the parking, keep in mind we are adding six, you know, street parking stalls on Park Boulevard. Potential tenants -- and I just want to kind of explain because people had mentioned, well, jeez, you know, so many people might have two, three, four cars, whatever the case may be, that isn't our demographic. Potential tenants with three cars wouldn't rent from us. Obviously, we don't have the spaces for them and tenants with two cars wouldn't rent from us if we didn't have two spaces available at the time.

So, therefore the number of tenants' cars regulate themselves. That's what we have found in the past. If we don't have the parking spaces available, the tenant isn't going to rent

from us. Obviously, that's one -- a question that anyone would ask, you know, how many bedrooms, how many baths. They want to see the unit. What are the amenities and how many parking spaces do I get? If they have two cars, they obviously need two parking spaces. If we don't have two at the time because they're assigned, all the parking would be assigned, then obviously we lose that renter. We wouldn't get that renter. But we feel that isn't -- you know, our demographic that we would be getting, we will be at that, you know, somewhere around that one-and-a-third ratio because we do get a lot of empty nesters. We are in a -- in a walk to and bike to type of location.

We get a lot of young professionals. We get people who work from home. So we don't see the high demand for cars like people think there is in this type of demographic. We're not getting the two or three-child family with the two or three cars. That's just not who's living here.

And just no one wants to, you know, the appropriate more -- amount of parking spaces more than us. We do not have a viable project if we





don't have enough parking. As I said, based on our research and experience, this proposal allows for enough parking.

This is just -- this was an article in the National Apartment Association and some of the data that I had referenced. This was actually a chart in there. This article was published March 18, 2021, again showing that in a mid-rise building -- and the trend is going down. This data is from 2016. The trend has actually been going down. We don't obviously have data -- they do this every 10 years. We don't have data from the last six years, but it's probably even lower now, but 1.27 is what -- the ratio you normally see, and again we are above that.

And then when you look at Chicago, because of course different areas have different types of parking and car needs, when you look at the Chicago metro area, and the Chicago metro area isn't just Chicago, Chicago Metro area obviously includes the suburbs and even some rural areas, their -- the ratios are actually well below one.

The garage entrance on Princeton, you know, per the staff recommendation like I said,





we added that no left turn sign as cars exit the garage and go onto Princeton Avenue. That will force them to go north. We had further discussions with the Traffic and Safety Commission and they suggested making that ingress and egress from the garage only from and toward the north, as I had mentioned maybe doing that half pork chop. And again, we're open to that. This isn't reflected on that current site plan because this is something new but it's certainly something we can do.

If the garage entrance were to be on the rear of the building as Ellen had mentioned, we actually think we'd lose about seven parking spaces because we also would lose some interior to the building too to try to make that work and -- and again, it just seems like the alley traffic isn't what people want. They'd rather the traffic not be in the alley, and the village staff does support this request.

The visibility triangle, again, Ellen touched on this, and maybe if I show you this, it will give some of the people in the audience a better idea of what that is. So if you look at -- the building's obviously in gold and you'll see





a blue shaded area in the upper left-hand corner.

That is the visibility triangle, and number one, as Ellen had mentioned, it contradicts the intent of the MX district, which is to put buildings up close on the curb. In fact, you know, there are some areas where they would be -- there would be zero setback, you know, they'd basically be up on the property line and so this obviously contradicts that, but more importantly, you can see, especially with the adding extension of the curb, you can see the car in let's call it pinkish-red, where that car would be in relation to our building. It's well ahead of our building.

And as I mentioned, even still with the moving of the stop sign and the stop bar and the walkway, if there's cars parked there, they still may need to even creep even farther to go ahead and see what's going on on Princeton, but again, our building would be the least of their concern because they're way past that.

The other thing we have going on is we have that non-right angle at which Park intersects and the wide parkway on Princeton. This helps maintain the car's view of the

sidewalk and oncoming pedestrians anyway. The view of the traffic on Park will not be affected by the building placement as I showed you. And as Ellen had mentioned, the village staff and I think the Planning and Zoning Commission is currently in discussions about doing a text amendment and may even choose to eliminate this requirement for the MX-owned properties. So, again, the village staff does support this request.

So, the variation request for the impervious coverage, so the kite -- so, the site as it stands is almost 90 percent impervious. As I showed you and Ellen had showed you, it's a small building and then almost all paved. The proposed development would actually be a little bit less than that, plus we would, as I mentioned, be adding some pavers so about another 2-and-a-half percent of semi-pervious coverage.

The building itself accounts for about 65 percent of the impervious. So, keep in mind that the building itself would be tied to the storm system. So, storm water falling on the roof on that 65 percent instead of now where it just goes onto the asphalt and then runs





whichever way it runs onto other properties, depending on which way the topography is, instead of it doing that 65 percent of that is now going to be going directly to the storm water system. So this would be a great improvement from what is there currently.

Ellen had mentioned, you know, we might be open to adding some semi-permeable pavers in some other areas to help increase these numbers. And let's see what else, the minimum streetscape required.

So this one -- again, as Ellen kind of mentioned, this one's a little confusing and a little conflicting too at the same time. Obviously whenever they write these codes, they can't envision every single lot and every single situation. We have that unique situation here where the parkway has been kind of eaten away at some point to create those parking spaces. So, it makes it kind of an odd situation where it would push our building farther back and not in line with the rest of the buildings that are currently, you know, just one door down.

The Standard Meadery I think is directly on the property line and certainly any





future development would require to be zero -- I think zero to five from that setback, so they all would be for -- much farther forward than us if we had to abide by this.

So, again, it's a unique parcel because of that. The site plan as we have designed it provides seven feet of landscaping in the front yard, so we still do have plenty of landscape in the front there. The Standard Meadery building, as I mentioned, to me it looks like it has a zero setback right now and any new development that would happen there or anywhere east of us would also be much farther up close because they're MX-2, and the MX-2 would require any new developments to have a 0 to 5-foot built to zone.

The intent of this new MX zoning district is to create a pedestrian friendly streetscape with the buildings close to the street. So again, forcing us to go back and push us back farther wouldn't be the intent of the code.

And as -- the one thing I'll bring up, and Ellen threw that up there really quickly, that drawing, and we can always go back to it, the diagram on that Page 16 doesn't take into





account the three main walls or the thicknesses of the walls.

So, you have to -- I think she said we just needed to make the building five feet smaller. We -- I think the number is actually eight feet because you have to take wall thicknesses into consideration. We've got, you know, obviously two thick exterior walls and then we have a thick demising wall between the parking lot and the two units in the front.

Nonetheless, the village staff does support this request. The preliminary -- perimeter landscaping variance, I put a question mark next to it because we just found out about this recently, so we weren't too sure about it.

We were under the impression that the foundation landscaping was not required at the rear of the building because the code stated that it isn't required where there's no public access. We also think we've noticed other projects, projects that aren't in the MX-1, 2, or 3, because those are the only three that are exempt from this, did not have five feet of foundation landscaping on all sides.

If you were to interpret it the way

Ellen is interpreting it, basically every building that's not an MX-1, 2, or 3 has to have five feet of landscaping around the whole perimeter of it, and this is -- this is residential, this is commercial, this is everything. And it seems like -- at least we did some digging around -- we didn't see that. But nonetheless, Ellen did say that the village staff supports this request just based on the -- on the uniqueness of the -- of the lot.

I was going to go over some of, you know, some of the hot topics, let's say. Certainly the alley parking is one of them. We met with the Traffic and Safety Commission on February 1st and that commission did support our proposal at that time. We met with them again just a couple of days ago. They didn't make a decision either way. They wanted some more information, but they definitely did support it on February 1st. There were some people mentioning that, you know, that that language wasn't correct, but it's definitely in the minutes and it definitely says that.

There are only 10 stalls in the alley. So keep in mind, you know, this site has 32





parking spaces, but only 10 of them are in the alley. Obviously the 22 spaces that are interior to the building, those people would not be using the alley. There'd be no reason for them to. So, we're only adding 10 spaces, or cars if you will, to the alley. Those 10 spaces would be assigned to tenants. So, this isn't guest parking. This isn't random parking. Each spot would be assigned. Each person would know what their -- what their space is.

And so basically, you know, we feel we have a right to use the access of the alley. We are a property owner on the alley. We're just looking for our fair use of the alley. We don't think 10 spaces is an excessive use of the alley. And I tried to do a little bit of analysis using the KLOA just to kind of make some examples here. So, if we rent all 10 stalls, which isn't even a guarantee we would rent all 10, they don't always rent out, the KLOA analysis, they did a study on the amount of traffic trips and -- for the whole site as a whole, and about -- less than a third of those spaces are in the alley. So, and they mentioned this in their narrative. So you can take their numbers and you can divide them by





three to give you an idea of the amount of vehicle trips that would be occurring in the alley. They have on the low side three in the morning peak weekday traffic and to the high side 10. Obviously if there's 10 cars that would be the high side, and that's for the morning peak day. Four to 10 for the evening weekday peak hours.

Now, which -- you know, keep in mind, and this is important to understand, with the angled parking, what we're doing is cars that leave the site have to go east on Ardmore. So number one, that helps keep traffic away from Princeton, and that also means they only traverse the alley that one time because when they come back later in the day, let's say, you know, they went to work, they drove their car, they left through Ardmore, when they come back later in the day, they obviously have to come in from the Princeton side and they're only in the alley the width of our building, you know, wherever -- to wherever their spot is. They could be the first spot. They could be the last spot. So technically they're only making one full trip through that alley every day.





If the parking spaces are perpendicular, they'd have the option to go either way and be creating more traffic going in either direction. They could be creating more trips or we feel more distance spent in the alley. And again, more importantly, going towards Princeton where it seems, again, the community feedback that we got they did not want. So again, that's why I mentioned here that the neighbors prefer the angled parking over the perpendicular because it forces traffic away from Princeton Avenue.

But again, I want to be clear, we're not proposing to make an alley a one-way as mentioned in the staff memo. That is not what we're looking to do. We -- you know, you can keep it a two-way. KLOA said you could keep it a two-way. They had mentioned -- you know, I had asked them to comment on the one-way because that was something I think the commission had wanted them to add or somebody from village staff wanted them to add, and they said, you know, keep it a two-way and build the building, have it rented out, and if there's a problem or thinks -- you know, someone thinks it should go one way, well,

then you make it one-way, but don't create -- make it a two-way right out of the gate. Keep it the way it is. They don't -- you know, and as I talked to them personally, he said I don't see why it would ever have to be.

It's obviously an alley. You're driving a lot slower. It doesn't have a lot of traffic. They just didn't really think it needed to go to a two-way, but -- or I'm sorry, to a one-way, but they said if, you know, someone really wanted to do that, that he would recommend that they wait and do studies and see if there's any issues with keeping it a two-way.

Community members, some of the feedback we got at the meet and greet where community members had mentioned that the liquor delivery truck occasionally blocks the alley on the east end at the liquor store. They also mentioned that cars cut through the funeral home's parking lots that are on the north and south end of the alley. And you know, again, both of these are illegal activities, and you know, whether we do our project or not, they should be addressed. I mean, someone shouldn't be blocking the alley. That's illegal. The liquor store has plenty of





parking in the front. They even have parking on the side where that truck could actually sit, but they shouldn't prohibit the legal uses of the alley by us or anyone for that matter.

Another hot topic that was brought up was the height. Five stories are allowed in an MX-T district. So, when we first looked at this, we explored five stories. We actually designed out something where we could do five stories and 32 one-bedroom units with the parking garage occupying the whole ground floor.

We can make this design work with little to no variance request, but we thought four stories and less units with two-bedrooms units mixed in would be better for the area. Again, we feel the ratio of parking -- which is why we, you know, we don't like -- we don't agree with the way the code has the ratio from parking to bedrooms because here's a great example. You could have 32 one-bedrooms and we could meet -- you know, we could meet the code with parking with 32 parking spots but we don't think that's right. We -- that wouldn't be right. I don't think it's viable, which is why, again, we went down to four stories and did a two and one-





bedroom mix and therefore I think the parking isn't going to be as -- a big deal with that.

Again, you know, four-story building isn't unheard of. You know, somebody mentioned a four-story building on a Prairie Path is unheard of, but you know, the Ovaltine building is much closer to the Prairie Path and they're four stories. The Union is close to the Prairie Path. That's going to be six stories. Garden station's obviously not close to the Prairie Path, but that's going to be seven stories. So, you know, taller buildings, density is certainly the trend and certainly what I think the code is looking for. And then the MX-2 district which is directly east of us allows for four-story buildings. So we would be coinciding with them.

Believe it or not, we did get a lot of positive community feedback. Obviously we held that community outreach on Thursday and we got many positive comments and support from people. There were the concerns about the height, as I mentioned. Some people didn't like the modern aesthetic and of course the traffic and parking were topics that were brought up.

But again, most preferred the angle





parking to direct the traffic away from Princeton. Most preferred resident -- most, if not all, except maybe one person preferred residential on the first floor over commercial due to less traffic and parking needs that a commercial would have. And actually, at that community outreach -- I'm not on Facebook, but someone had mentioned to me, someone who was in support of the project, said hey, you know, go on Facebook and check out what's happening in Villa Park and I went on there just to kind of find some of the positive feedbacks. I'll take your time here to read them a little bit because I think they're important.

"Thank you. Renders look nice. Parking seems to be addressed well, especially with some garage parking." Greg M.

"There are plenty of four-story buildings along the Prairie Path. Ovaltine, in Lombard, Elmhurst, et cetera, et cetera." Jeff G.

"Exactly. I would rather see a new three/four-story building in the vacant lot than a rundown building that looks like an eye sore." Carrie C.

"This is positive." Mary L.

"There's a housing shortage and less homes available than there has been for a while." Jason R.

"If this goes through, it will replace the corner lot with the sad and empty building. That sounds like a plus to me." Monica R.

"That's the former Villa Park Savings and Trust Bank building. I believe it's been a lawyer's office. D45 has already handled more students than an apartment building would bring. Business guys are smart. If the commercial potential is there then they'd already be all over this property. Developers are smart too whether the neighborhood agrees with their vision or not. There's no shortage of empty commercial and retail spaces now." Ralph G.

"Sounds like a good plan." David M.

"Places for people to live is greater than eyesores." Nicholas G.

"I think a four-story building there is fine. There's plenty of green space and a pretty wide road between it and the path. Density is good for business, therefore good for revenue, therefore good for the budget. I would like to





see larger mixed-use space. Since the walking/biking path is so close and amenities like the train station, library, and groceries are bikeable, bussable distances, we'd only need small changes to our infrastructure to mitigate any traffic issues." Marianne G.

"I see no problems. Village could use more development and tax money." Lehman D.

"Hopefully it's only the beginning. VP could use a lot more development." Lalo L.

"The whole area needs a major facelift. With all the foot traffic the area sees, the look is a little poor, outdated, and not all uniform." Matt D.

Just some quick miscellaneous things, again, things that were brought up either by staff or by commissions or by the community members, is the need for affordable housing. Ardmore flats should cost significantly less in rent per square foot than in Union and Garden Station. You know, we had a lot of people bring up, jeez, we don't want another high-end, expensive apartment building that I can't rent from. This isn't going to be that. This doesn't -- and again, we mentioned that before when I was





here. This doesn't have all the amenities that those more expensive apartment buildings have. Obviously we don't have the room for those, but that's kind of been our niche where we don't offer those amenities, people who don't need the gym, the pool, and all those things that -- to pay for in the rent that they don't use. So these should be significantly less expensive than new projects going up.

There's currently a housing shortage, especially in the suburbs, which is why housing costs are rising and this will add to the inventory and obviously help that out. As I mentioned, we typically get local empty nesters, we get young professionals from the city. They typically do not have school-aged children and are looking for less expensive options. Apartments like ours are typically more affordable than homes and condominiums.

It was also brought up a little bit about, you know, apartments versus condos. These are condo quality. They're high-level finishes, they have in-unit washers and dryers, there are dedicated furnace and air conditioners, utilities are separately metered, so your gas, your





electric, and your water and internet, cable is all separately metered. The rental units are currently in more demand than owned condominiums. That's why we're doing apartments. That's why the Union's apartments. That's why Garden Station's apartments. That's why there's -- you see apartment buildings going up right now and not condominium buildings.

This building could be converted to condos at a later date though. Like I said, it's going to be condo quality and it is going to be set up where everything is separate where it can be.

You know, there are times, you know, back in the -- I think it was the '80s and '90s, they were converting apartment buildings to condos. Well, what are they doing now? They're converting condos into apartment buildings.

We go through these cycles. This is what happens. This building has a great possibility to be turning into condos 10 years from now, 15 years ago, whenever the condo trend comes back. It's just what happens in the housing market.

We talked about the street parking a

little bit. We're adding those six parking spaces. Again, these are public parking stalls added to the village parking restrictions. These are not meant as additional tenant parking. This isn't something that's assigned to us or can only be used by us. They still have -- there's not overnight parking.

I actually -- and someone had mentioned at I think the Traffic and Safety Commission meeting that there's just a lot of cars on Park and there's a lot of cars on Princeton that park there. So I went -- after the Traffic and Safety Commission meeting, someone mentioned it and I went there. It was about 10:00 at night. We ran a little late. Again, that was late but there were no cars parked on Park. There were no cars on Princeton.

I went back the next night, so that would have been last night. I took pictures. This is what it looked like at 6:07 p.m. last night. There were no cars on there. I also took pictures of Princeton, not a car in sight.

I went there on the way before here. I saw the same thing on Park. I did see three cars parked on the whole block of Princeton. So,





again, that's a -- you know, it's only a three-night sample. But I just found out about this three nights ago. So I figured I'd do my own little test just to see is there really -- are these parking spaces really being taken up? Is this really a constraint? I don't think so. It doesn't seem like it on my small sample. And again, we're adding six more parking spaces to that area which would be great for the Standard Meadery or anyone else.

It was also brought up about first floor commercial. I think the commission even talked about that a little bit versus residential. And again, the feedback we got from the neighbors was they didn't want commercial. They didn't want that right next to the residential that we have because of the extra traffic and parking that that may require.

The place for commercial is right next to us. I mean at the MX-2 -- you know, we're kind of like at the ends, right? We're at the boundary. Ellen showed that zoning map where you've got the MX-2 kind of on the perimeter or the boundaries and then the MX -- or I'm sorry the MX-T and then the MX-2 is internal to that.





So that's because we're supposed to create that buffer or that -- more of that transition to the residential.

Inside of that, that's where you get your commercial spaces on the first floor and that's what we think the intent is. We think the MX-T was meant to be a transition for the residential areas to create a buffer. The MX-T zoning doesn't even allow for a store-front type of building. So that kind of tells you in the code itself that they didn't want stores in the MX-T.

Also at the Traffic and Safety Commission meeting someone had brought up the validity of KLOA, and I definitely have to defend them. You know, they've done studies for us before. They -- but this isn't a fly-by-night operation. They're been around for almost 30 years doing traffic engineering and parking planning in the Chicago area.

The founding member and principal Michael Werthmann, he was the consultant who worked and generated on our report. The attorney for Knollcrest Funeral Homes even said himself that KLOA does excellent work.





I believe I was told the village of Villa Park uses KLOA as a traffic consultant. So, they are familiar with Villa Park. They did this analysis based on Villa Park data and this site specifically. This wasn't like national data or a firm from out of state that doesn't know what's going on.

The -- this was brought up a couple of times. I want to talk about the past projects that were approved in '05 and '07. The project didn't happen as probably everyone could guess because '08 happened and the market crashed and it -- and it never came through, right? But I think we can learn some things from what was said and what was approved on those projects because our project is very, very similar to this project, certainly as far as layout is concerned.

There were two products. So, you know, it may be a little confusing why I'm referencing two numbers, and the projects varied a little bit. So, when I say that there were, you know, 12 and 13 parking stalls, from what I can tell one of the proposals had 12 that was approved, one had 13, but they had 12 and 13 parking stalls in the alley. Again, we're only looking for 10.

They had interior parking and their driveway access was on Princeton, just like ours was.

They had 18 to 16 dwelling units, but they had commercial space on the first floor. Again, commercial space requires much more parking and traffic typically. They had a four-story building.

Now, someone had referenced a three-story building. This is what I found based on a FOIA request. Maybe there was a three-story too, I don't know, but this is what I found, and I -- I mean, to me it looks like it was a four-story building that was approved. Maybe I'm wrong or maybe this doesn't belong in the file, but this is what I was given, and this is the site plan.

You know, again, hard to read all of that, but this is very, very similar to what we're proposing. The parking in the alley, again, they have 13. We have 10. Twenty-two spaces interior. We have 22 spaces interior. The access is from Princeton. Obviously, they don't have the right turn or left -- the no left turn sign out of Princeton. They don't have the pork chops. The traffic could have gone either way. Same thing with the alley that traffic





could have gone either way. So, again, this is very, very similar to what we're proposing.

The -- and what the board approved for them, for their variance request in regards to parking, was actually 15 -- they were 15 parking stalls short of what was required and that was approved. Obviously, you know, we understand this is a different board -- commission and board, this is a different time, this is a different project. But just again, trying to give some perspective. We're only looking for six parking stalls.

Both developments were supported by the planning and zoning commissions at the time and approved by the Board of Trustees. According to the Ordinance 3427, the Planning and Zoning Commission and Board of Trustees agreed that the locations of the parking and the driveway access were appropriate. "Parking areas of adequate size for uses planned. They are properly located and suitably screened from adjoining residential uses and the entrance and exit drives have been laid out so as to prevent traffic hazards and nuances. The off-street parking spaces, the minimum number of which have been -- has been





varied herein, have been conveniently located."

KLOA also did the traffic study back then in '07 and they concluded at that time, "The site access system as recommended is well designed and adequate to accommodate project -- projected traffic circulation. Site circulation is good and an access point for the garage on Princeton Avenue will have little impact if design is recommended." So, again, we don't think a lot has changed from what was proposed back then.

In conclusion, we think development would be a great catalyst for the area. Obviously not a lot has happened there in a long time and we think the introduction of this MX -- of these MX districts will certainly help. That certainly is why we bought the property and we're hoping that we're going to be a catalyst for the area. Design will fit in nicely with the surrounding buildings like the Standard Meadery that I mentioned and the uses of the material that we're using are very similar to what you see on neighboring homes.

We hope our developments follow and create a vibrant commercial district like the





Ardmore business district once was. I mean, we all have to remember this was a vibrant business district at one time. This was -- you know, had some hustle and bustle to it, which is I think the goal of what everyone wants.

The residential development has one of the least impacts on the area compared to commercial spaces allowed. So again, what we're proposing here is, you know, fulfilling the ordinances, generally speaking, and we had a choice of some of the things we can do, and residential is going to have the least impact in the area that we're at.

And again, as I think one of the people mentioned on Facebook, we don't think adding more commercial, more retail, more office space where we see a trend away from that and we see vacancies is the right plan.

And that's it. Thanks for your time.

CHAIRMAN JASON JARRETT: All right. Thank you. I'm sure we'll be back to you with questions.

All right. So, at this point we will move to public participation and questions. What I would ask is that everyone try to keep their

comments to about three minutes. I'm going to try not to be hard with the clock, but if you run long I will ask you to wrap up, and whoever wants to start first, come up to the dais -- up to the podium, state your name and address for the record. Sign in too, please. I won't start your time until you're good and signed in, and we'll go from there.

STEVE SAVRA: Steve Savra, 447 South Princeton. So, I just have three things that I don't think have been covered. Number one is signage, if it's going to be illuminated, where it's going to be located. Number two, how is trash removal going to be handled? And then number three, I am very concerned about the egress of the building, the underground parking or the ground-level parking in the building exiting on Princeton exclusively.

I think it would be interesting to explore the idea of an entrance off of Princeton and an exit onto Park and possibly taking that ADA spot and putting it on Princeton, just a little ADA spot on Princeton that would just be surrounded by greenery, somehow pulled back, the curb cut would be smaller than -- it would just





be a single drive in to the -- to the -- to the ground-floor parking and then a single driveway out onto Park.

Then you don't have all those headlights hitting the two residences that are on Princeton. Twenty-two cars a day after 5:00 could become kind of annoying. So I don't see any hedges being proposed on Princeton. So, that's really -- I think we have an opportunity to improve the area with this development. I don't see -- you know, the trash thing I think is a big concern. I don't want overflow from -- I think the garbage right now is being proposed inside the parking on the ground floor, and you know, what happens with overflow?

We have dumpsters placed all over this village in inappropriate places. I see them all over the place and I don't want them on this building, so.

CHAIRMAN JASON JARRETT: Okay.

STEVE SAVRA: That's it.

CHAIRMAN JASON JARRETT: Okay. I'll make sure all those issues are addressed. Thank you.

DONNA NOXON: Hi commissioners and





fellow Villa Park residents. My name is Donna Noxon. I initially wasn't going to speak but after attending Tuesday's traffic and safety meeting, I decided to speak. I live on Rand Road which is a mile-plus from the proposed park Avenue development.

Like I said, I attended the traffic and safety meeting. Residents had some very solid, valid points and facts on how the development will affect their residents and all of the residents of Villa Park. The variances being requested tonight are for parking, the garage entrance, the visibility, impervious versus pervious, and the streetscapes, two of them the visibility triangle and the streetscape. Ellen is currently thinking it's a potential hardship.

All of these variances will have an effect on the traffic and safety of all the residents of Villa Park and not just those around Park and Princeton. After attending many village meetings, I have come to understand variances. Variances are requested by residents, businesses, builders, and other vendors usually due to a hardship they are facing. The builder is not facing any hardships created by our codes. The





builder is asking for variances for their gain.

My expectation tonight is for none of these variances to be granted. It will be put -- it will put all the residents in peril with all the traffic and safety issues. Simply put, you cannot put 10 pounds of groceries in a 5-pound bag without having a negative outcome.

We, as a village, are not in a position to grant variances to accommodate the builders in this village. Our safety is -- our safety and traffic is priority one. I want that to be taken into consideration.

CHAIRMAN JASON JARRETT: Thank you for your time.

DONNA NOXON: And then spelling is N-O-X-O-N.

CHAIRMAN JASON JARRETT: Okay, thank you.

SUMIA SERENO: My name is Sumia Sereno. I live at 427 South Yale Avenue, and I wanted to do a PowerPoint presentation too and I was unable to, so I have requested that you all get a packet that I put together. Have you gotten that?

CHAIRMAN JASON JARRETT: We do have that and that will -- that will be part of the

official record.

SUMIA SERENO: Okay, great. Thank you very much. Okay, so first and foremost, I've lived here my whole life and I am very pro-development. I think it's good for the community. I think it's good for the residences.

Now having said that, I'm also aware that we have to have the right development for the right location, and this is the wrong development for this particular location. I'm going to go through some details as to why and I'm going to focus on one of the code variances that are being requested, okay?

So, when you look at Ross's proposal -- and when he came up here, it looks really good on paper. It's pretty. He's got some Facebook positive feedback. The variance that -- variances that are -- that he's requesting are minimized. But the one I want to address is the parking, and that's a big one. It's -- and the reason it's a big one is because when -- and when he did his answer to the variances, he cited according to Yardi Matrix, a well-known national commercial real estate, et cetera, et cetera, that based upon their averages, he has plenty of





parking.

Now, that's not a reason to deviate from the code. There is no hardship with this code. That's one thing I want to say. Number two is according to Date USA, DuPage County says they -- there's an average of two cars per residence. So that's a different number from him and that's DuPage County, not Metro Chicago. Okay?

Now, what I did was my own test this morning. And so I got up at -- I started driving at 6:30 this morning. I stopped at five apartment complexes in Villa Park. So, I wanted to have a real-world view of the parking in Villa park. Stopped at Ovaltine, and if you look at the packet here with pictures of Ovaltine, and I tried to label all of them, it's very nice. They've got plenty of parking. They've got a complete separate visitor parking area. They've got a buffer zone. Ovaltine has a buffer zone. They've got a retention pond. So, they've got extra space.

But then I went over to the corner of Ardmore and St. Charles, those little garden apartments, and if you look at the photo there,





and I labeled that, that parking is very congested. In fact, I took a picture of the parking lot adjacent to it, which is the church, and there were two cars in that parking lot at the time. This was around quarter to seven in the morning and there was a gentleman in one of the cars, his name was Joseph, and he said that his landlord told him he had to park there, that every night there's two to three cars that are parked there and that's because they don't have enough space.

I went to North Ardmore, north of the tracks that parallels, and you'll see on that street also on Terrace that there's -- and you'll see the sign that they allow overnight parking. Those cars were there around quarter to 7 or so in the morning between that and seven. So, those are because the -- there's congestion at the apartments and I took pictures of the apartment, too.

Then I went on to North Avenue at North and Kramer, and I spoke to two residents there, and the one gentleman said he has two vehicles and so he has to park on that frontage road and it's very difficult. That's supposed to only





have parking on one side of the street. But if you look at the photos, there's parking on two sides. Not only that, they're parking in the Sherwin Williams parking lot because there's not enough parking for the apartments.

This is a very -- they're very congested because there's no buffer zones and this development is exactly the same. There is no buffer zone. And so, I went over to the apartment building that's actually on the same block. And guess what? I actually went and saw there were seven cars. They're parked in the Steuerle parking lot. And I talked to a woman who was getting out of one of those cars and she said she lived in the apartment and she said that the landlord had an agreement with Steuerle verbally for now. I know that's going to change, but seven of those cars are parked there every night because they don't have enough parking.

Then what I also did was I took pictures of the alley you'll see with my car in it. Because of the polls and because of the building, it is very difficult to make that a two-way alley.

CHAIRMAN JASON JARRETT: So, real

quick. I offered to give you a couple of extra minutes because I know you're speaking on behalf of a couple of -- of a couple of people.

SUMIA SERENO: Yes, I am. Yes.

CHAIRMAN JASON JARRETT: I'll give you about 30 seconds to wrap up if you could, please.

SUMIA SERENO: Sure. Okay.

CHAIRMAN JASON JARRETT: Thanks.

SUMIA SERENO: And I have -- I have a question that I want to propose to the committee and I want to propose to Mr. Ross, and that is regardless if Mr. Ross considers this project to be profitable or not, could there be a different building project erected on this site that doesn't have to have those variances, a project on this specific site that meets current building codes? And if that can be done, I am requesting that project be done instead of this, instead of us trying to try to squeeze something in a space that it is not designed for. Thank you very much.

CHAIRMAN JASON JARRETT: Okay, thank you very much.

JIM OLGUIN: Excuse me, Ellen, could we get the code provision regarding variations up on





the -- on the screen, please?

WOMAN 1: (Indiscernible).

JIM OLGUIN: Yes, please. Chairman, my name is Jim Olguin. I'm the attorney for Knollcrest Funeral Home. Last name is spelled O-L-G-U-I-N from the Buikema Law Group in Hinsdale.

I asked her to put the variation provision up from the village code and I wanted to point out two key provisions and these are the regulations that you guys are supposed to uphold.

The first is that the intent of a variation is not simply to remove an inconvenience or a financial burden that might result from compliance with the applicable zoning requirements. The second key provision is that variations, which reference here, they are intended to provide site-specific relief when the requirements of this zoning ordinance render land difficult or impossible to use because of some unique or special characteristic of the property itself.

The property in question when we're looking at in particular on the -- on the parking situation, there's nothing unique about this parcel. It is almost a rectangular -- there is





some angle but there's nothing that precludes this developer for providing the amount of parking required by the code. That could be -- they could simply achieve that by eliminating the fourth floor. They eliminate six units. They drop down the number of parking requirement and they meet code.

Their only provisions that they've included in the responses to the standards in their application why they can't do that is a financial one. And once again, if we reference what the code limits your ability to do as far as granting that variation, a financial basis is not an appropriate basis for granting that variation.

Now, what is also important to note, and their response when they talk about financial hardship, the way that the law is, the financial hardship is not related to our ability to do this particular project, that somehow this particular project is the only thing that can go on the property and is the only thing that makes the property viable. That's not the way it is. The way that the law is, is if it's a situation -- it's a condition of the property that would really make it -- any project not be able to be





developed on that site without that variation.

So, for example, if we had a triangle parcel and we had 20-foot setbacks on all sides and all you had was a little postage stamp in the middle, that is a specific, unique condition of the property itself that would preclude the value of the property, not we want 24 units and that's the only way that we're going to do a residential project.

Could an office building go in there? Could something else fit and provide the parking? Yes, it could. So what their admitted reason why they can't do it is a financial one, and that is not a permitted reason for granting a variation.

Next, since we only have, you know, three minutes, I also want to point out some problems with the application. One, their application only requests a variation to 33 -- only a five parking space reduction and it does not request a variation for the perimeter landscaping. So, you know, those are items that are deficient in the parking -- I'm sorry, in the application itself and the rest of the public did not, you know, have any idea that that additional variation was being requested.

Going through some of the other items that are considered for the variation, which includes whether the number of spaces that are going to be deficient impacts the overall area and the adjacent properties, it's going to impact my client. My client owns the parking lot immediately next to this proposed development and being -- having our business there and also having our parking lot there, we know that in the area there is a deficiency of parking for the commercial and for the residential.

As it was noted by the previous speaker, we know that we have residential apartment dwellers that use our parking lot for their parking. We know that we have commercial patrons that use our parking lot, and if this apartment building goes in, we're going to have to protect our parking lot. We're going to have to block it off. That means all those people that are currently using that are going to have to get displaced and they're going to be on the street, they're going to have to figure out -- so those additional onsite or off-site street parking, they're going to be competing with all these other folks.





And I did mention at the Traffic and Safety Commission that KLOA is an excellent company. They are. But the second part of that comment was that the quality of their work is only as good as what they are asked to look at. They did not -- they were not asked to do traffic counts. They were not asked to look at the safety of using that alley, which if you -- I'm sure you've driven down the alley toward Ardmore and it's a blind -- to get on to Ardmore it's a very difficult view.

That was not something that they were asked to take a look at. So, they were only asked to basically look at what, you know, what they know as kind of their traffic bible which says, you know, these are how many traffic trips are expected. But that's really all that they're, you know, that they were asked to do. They did not look at the specific conditions of the property.

CHAIRMAN JASON JARRETT: All right, so we -- if you could wrap it up, that would be great, thanks.

JIM OLGUIN: Sure. So -- and then one other request -- and once again, just as far as





traffic and safety, they were not satisfied with the traffic or with the safety. So, they continued the meeting. But one request that we made, which is also a safety concern for us, is that you have a residential use that's now a budding -- a non-residential use, which is our parking lot. So, we would want a fence that -- be installed along the property, which is good planning whenever you have residential abutting against something that's not residential to have a fence, because what that would do from a safety standpoint, it would prevent people from cutting across our parking lot. It would force them to either use the alley or use the sidewalk. Otherwise, we're going to have people from the apartments going through, or you know, or make it even more attractive for folks that try to park on our -- on our lot.

CHAIRMAN JASON JARRETT: Okay.

JIM OLGUIN: So, you know, with that, we believe that the application is substandard because it did not include what -- the request that is here before you this evening and that there isn't sufficient information to justify the variations. It goes against the code. There





just simply isn't a legal basis for that to be approved by this commission.

CHAIRMAN JASON JARRETT: Okay. Thank you. Who would like to go next? I think she was waiting in line. That's okay. It's not every day we have people running to the dais, so I actually -- I would just like to take a moment to say that I do appreciate everybody turning out. Frequently we set up here with no one in the room but poor Ellen and maybe the village president who is -- who is our liaison.

So, I do appreciate you all being out here this evening. It really does mean a lot for the village, no matter how you feel about the project. Thank you.

KELLY KILLHOY: Hi, my name is Kelly Killboy. I live at 314 South Yale Avenue, and I was involved with the -- one of the prior developments and I have to say to Mr. Ross, this is an improvement that we had sought after -- previously back in 2007. So, I like what you're proposing, although I think some of the other speakers have brought up some valid points. One is the garbage, I think that's an important one to address, and also the parking, there is

obviously some deficiencies and it seems to me the village is struggling a little bit with the new code versus the old and trying to adapt, and so I think it's really important that the board make a -- maybe even table this to take under other -- take other things under advisement so we get this decision right for the community.

I think this would be a nice addition to the area and would help get us on the right path to more development and positive momentum in the village, which I've seen some really starting to happen in the last 10 years, and I've lived here 20 years.

So, I appreciate that. The only other thing I would ask you all to look at carefully is some of the storm water drainage implications of a building this size on that lot and also water, sewer. Are pipes, you know, sized correctly to handle the capacity coming from this building, whether it's sanitary or water supply in and out.

And I do think storm water is important because there is a lot of flooding issues in this town. And so, I'd ask the board to take those items under consideration as well.

CHAIRMAN JASON JARRETT: Okay.





KELLY KILLBOY: Thank you.

CHAIRMAN JASON JARRETT: Thank you.

TED OTT: My name is Ted Ott. Ott is the last name. I live at 39 West Park Boulevard, that's two residences away from where this building is going to be built.

Since I moved in, in 2003, we've had major flooding issues. It used to flood four backyards before I helped put in a storm drain in the backyard of my neighbor. We still have flooding issues. My backyard floods if we get half a day of rain.

I really think the stormwater issue is a big issue, especially for a building this size and in that particular area. Princeton floods every time. Park floods every time. And I'm not kidding, I say every time. When we get a day and a half of rain, we get a foot of water in the street.

Also, I just -- I know last time was the traffic and safety. This time I want to hit on the aesthetics of this building. If you come to our neighborhood and you look around our neighborhood, this building -- I mean, the Meadery, that's a business. It's supposed to





look different. It's supposed to look cool and modern and draw people into it. This building looks too modern, too urban to fit in this neighborhood.

If you drive up and down Park and up and down Princeton and Yale, it just does not fit the scenery. And if you're walking up the Prairie Path and you're enjoying all these beautiful homes, you're walking your dog like I do every day, and you come across this building at the end, you're not going to be happy with what you see.

The garbage is another issue. Like, I grew up in affordable housing. I know what happens when you put a garbage dumpster under a building inside a parking garage. It gets ugly. Stuff gets dirty, doesn't get cleaned up. The garbage men aren't going to clean it up. The managers of the building, they're not going to come out. They're not going to clean it up. It's going to be left to us residents who love our neighborhood to make sure that it stays clean. We do that already.

To put 24 units in there, come on guys, you got to think about us. We think about you.





We want development. We love this town. If we didn't love this town, we wouldn't be here, okay? I love my house. I love where I live on the Prairie Path.

Please take into consideration the aesthetics of the neighborhood before you put in this modern looking urban building, okay? That's all I wanted to say. Thanks.

CHAIRMAN JASON JARRETT: Okay. Thank you for your time.

DAVID GREEN: David Green, 516 South Princeton. My comments are about the number of parking spaces, the alley parking situation, and their effects on neighbors of the proposed apartment project.

The assertion that 32 parking spaces is enough for 24 apartment households is way out of line with national averages. The days of the family car are gone. Almost every driving adult and teenager nowadays has a personal vehicle.

According to the Bureau of Transportation Statistics, the mean number of vehicles in households is 1.9 personal vehicles; 1.9 times 24 apartments equals 45 spaces.

Households in the United States on

average have 1.8 drivers. Thus, it appears that households on average have at least one vehicle for each driving adult or teenager. The safest minimum parking space requirement would result from estimating the total number of drivers at one car each.

Also, extra parking is needed for overnight visitors. A shortage of spaces could result in encroachment on the parking lots of Steuerle Funeral Home.

While inner city or main street apartment locations with nearby amenities may have less than the average number of household vehicles, that is not the situation here. Our local Ardmore business district provides no restaurants or shopping for basic necessities.

It is mainly salons, barbers, legal and financial services, and specialty shops and offices. I live a block away and have not used anything there since the dry cleaner left. People in this area can't survive by walking. They need personal cars. Those who want handy nearby amenities will prefer the proposed Villa Avenue apartment complex with restaurants and stores right on the first floor. Those who





commute to the city will prefer the apartment complex already in progress next to the Ardmore train station.

Another issue is the physical parking situation with 10 diagonal spaces in back of the building. The narrow 12-foot alley is currently used for parking access by residents of the apartments on Highland Avenue with slightly diagonal spaces in the opposite direction, which would conflict.

The diagonal species suggest a one-way traffic flow in the alley, which the current Highland Avenue residents would be forced to obey. The alley exit on Ardmore will be unpopular with totally blind intersection with the pedestrian sidewalk and no visibility around parked cars.

Please try driving it and see for yourself. Drivers could also try to circumvent that exit by cutting through the Steuerle parking lots. Now, if two-way alley traffic was allowed, some of the diagonally parked vehicles could try to turn around by backing into the Highland Avenue apartment spaces and the 12-foot alley would not be wide enough to safely pass another





car.

In conclusion, the number of parking spaces and the alley parking and traffic flow situation are unacceptable for the proposed building and its tenants and neighbors. Thank you.

CHAIRMAN JASON JARRETT: Thank you for your time.

DARRYL BRADZIL: Hi, my name is Darryl Bradzil. I'm at 144 South Michigan. You know, when I first saw this plan, first of all, I want to commend you guys, all of you on the board here, for at least getting something down on paper and doing something with this -- with this property. It needed something for many, many years. I've been here -- it will be 34 years in Villa Park. I love this community.

My first thoughts of looking at this building is I like the design. The aesthetics of it, I'm not sure as some of the residents commented whether it's -- it fits in for the neighborhood along their Prairie Pass. That said, I don't know as big picture Villa Park and this village hasn't been really good on planning the big picture in the past. But moving forward,





if the design is mimicking or kind of tying into Mead, and if that's the plan to come off the business district off of Ardmore, and if the plan going future -- in the future is to develop some of those or rehab some of those businesses on Ardmore to look like that, I'm good for it.

The concerns I have with this property is, I think it's too many -- too many units for the -- for that property. The parking is an issue. I'd like to see something maybe come off of Park rather than put the neighbors and neighboring people that are along Princeton and have to see car headlights specifically coming in and out of -- out of that garage, and some of the other concerns.

When my wife and I -- we walk past there daily with our dog, and I look at that property and I pictured a duplex at first or family living there of some type right off the Prairie Path to blend in. To put 24 units in there, that's too much in my -- in my mind. And I think that it could be done a little better, a little safer.

And on the -- on the topic of safety, I don't know what the garage is going to be. Is it

going to be a gate to get in? Is it just going to be anyone walking off the street going in there? I look for the safety of the residents in that place.

The other comment I had, I think they mentioned the parking is assigned. That's great. I don't want to see cars out along Park Avenue parked there all day long. That's for the businesses. That's for Mead. I'd like to see something addressed in that nature. But the safety, and if there's going to be that many units or tenants in that building and on that property, is -- you know, is there going to be any rules like there would be in a condo association keeping the noise down? Is there going to be something so there's not hooting and hollering on that? Something to consider for the neighbors, and I don't -- I don't live directly across the street there. My advice is, take a look at the neighbors, the neighboring businesses, and get their feedback. They have to live with us on a day-to-day basis. Thank you.

CHAIRMAN JASON JARRETT: Thank you.

TONY MUCERINO: My name's Tony Mucerino, 427 South Yale, 60 years on the same





block, and it is great to see everybody here, isn't it, that we're all concerned. So I appreciate that comment.

I'm going to try to speak kind of in bullet points, short sentences here, because there's a lot of information and I don't want to bore you guys with too much of what you may -- some of what you may have already heard.

Traffic flow issues. The alley is a difficult one. I measured it, 12 feet. I've heard it referred to as a 15-foot alley. I don't know, maybe the lines outside of the polls include 15 feet.

Because of that, when I drove down with my pickup truck, there was a little more than two feet on each side that would give me room between the dumpsters and the power poles. That's not enough to allow two-way traffic. Some of that happens now because people have buffers. They pull over into the parking lots that Steuerle has or they pull over into the parking of the other apartments. Those would be gone or wouldn't be available for that purpose. Two-way traffic, therefore, would be a problem, especially when you have service vehicles, garbage trucks, and





other vehicles -- service vehicles that will be going down that lane.

I heard a mention about the garbage, that it would be pulled out -- the dumpster would be pulled out of its enclosed area. That parking area in the back to the south of the building would have to be at an incline or a decline. It would have to be at a ramp down to the alley. So given bad weather, water, ice, snow, I don't see a single garbage man, refuse guy being able to pull a dumpster down to that area without some complications. But maybe there's a plan for that.

In the meantime, looking at the parking at a diagonal, now they've allocated 18 feet of space for each of those parking spots. That's a standard. My wife's Ford Fusion, a compact car, is 16 feet long. I measured cars out here next to the building, pulled up to the building. They averaged anywhere from three-and-a-half to five-and-a-half feet away from the building. People are not going to pull right up and touch their bumper against the building.

Therefore, that 18-foot area is not going to be totally used, meaning that the





walkway, which again would be at the down end in the area where all of the water runoff, snow, et cetera is going, there wouldn't be a functional walkway there for people to get around, and if they were, it would be in seven months out of the year where you have freezing conditions, you're going to have difficulties there with slipping, falling, and other issues.

If you were to rotate those parking spaces to be perpendicular, it would either -- even further eliminate the length of the 18-foot spaces that are designed to be there. Getting onto North Avenue then is a problem. Pushing snow to North -- or to Ardmore Avenue is a problem. Taking a left turn there, getting past the blind intersection where there is pedestrian traffic, the field of view there is not safe. Getting onto North Avenue if there is snow that has to be pushed up to there, that's going to be a removal issue for the village, either trucking it out, dumping out. Loaders have to come in.

In addition to the delay, it's never going to be exactly coordinated with removing snow in the parking areas that would be behind the building on the south side. So, you have two

different phases of snow removal that have to go on.

Traffic coming down Park Boulevard, we've got a landscaped island that ostensibly would be a positive. By increasing that landscape peninsula out to make it parallel with the other curb cut reduces the funnel -- the entrance way. Vehicles take curved approaches as they enter into a streetway. If you add in the vehicles that would be parked, the natural tendency would be for Amazon vehicles, plumbing, electrical, food delivery trucks, they would use those six parking spots there at the front of the building. Those would create a separate field of view obstruction from the viewing triangle that was already mentioned about the building, asking for a variance to be back from the lot line.

But that field of view, that viewing angle that would be obstructed by the cars parked there, is also a viewing angle that gives relief to pedestrian and bicycle traffic, so people aren't running into each other on the sidewalks. It's not just being able to see vehicular traffic.

Getting into the entrance on Princeton,





if that was to be made a curved entrance rather than a flared entrance or a semi-pork chop, that would -- right now, the entrance and exit to the garage has only allowed one vehicle at a time.

So, if someone takes the turn onto Princeton with the intention of entering into that garage, they will now -- even if there is a dedicated directional feature put into that entryway, it will be even more difficult for those vehicles to negotiate who goes first. Someone's halfway out of the parking garage, the other person now doesn't have a side area to park and wait for them to exit, just more conflict.

Streetscape issues. A big one is water quality best management, DuPage County, in here very specifically talks about the fact that impervious areas are not all the same. We could take a half an acre of impervious land, put it in Rotary Park, picnic tables on it, different pollutant load than a building like this.

They talk about tire wear, nutrient pollutant load, and also vehicular pollutant load, all which would be higher. They recommend -- in this 2008 study, they recommend against concentrating into a point load runoff from a





building to speed up rather than sheet runoff to speed up that effluent into the storm water system.

Finally, I would just say that the financial hardship consideration that appears to be somewhat in consideration, every development I've ever -- commercial development I've been aware of is always -- the contract for purchase of the property is always built with contingencies. I will buy this from you, Mr. Seller, for X number of dollars if these contingencies are met, and this process that's going on now would all happen before that final agreement was executed. That hasn't happened. So, there must have been a reason, either a good price, whatever the case may be.

The normal -- the normal pathway, though, would be for the potential buyer to go back to the seller and say too many variances have to be done. It's going to cost me X number of dollars. You need to lower the price. And that's how that hardship is normally taken care of. So, I hope you can take these things into consideration. Thank you for your time.

CHAIRMAN JASON JARRETT: Thank you.





All right. Anyone else wanting to speak at this time?

ELISE KRAMER: Elise Kramer, 435 South Princeton Avenue, Kramer with a K. Reiterating everything that was said here, parking is the number one concern. Development, excited with the development that's going on. Not trying to stop the development of Villa Park. We all want tax relief. Appreciative of everything that you guys are doing to help us with that.

But I actually had the negative experience of renting in Villa Park, and there is a shortage of apartments. I lived on Division by the train tracks. There was never -- and I worked at Jewel, closed the store back when it closed, you guys might remember those days.

We'd have to park on the street because when I came home at 2:00 in the morning after closing, there was no parking and it became a requirement for me to budget for parking tickets. It's not realistic. You make it one year, you leave.

Also, when I rented and started, I was a party of one and things change over time. Then boyfriend moved in, now husband, so even though

you might be a one bedroom single person, that does change down the road sometimes and as is stated in Villa park, most people drive. It is a reality. I don't care what the Chicago metropolitan area says. We are not Cook County. We don't want to look like Oak Park. We don't want to look like Cicero or Berwyn. We're DuPage. We're Villa Park. We are charming.

That downtown area is a snapshot of time. There are many people walking dogs. I'm one of those folks every morning walking my dog and I can attest to the number of people who are walking down our street on a regular basis.

Kids walk to school. There's a bus stop at the end. This is not the right development. It is too many units for this property, and besides the fact of the parking, and it's really unfair when you put in spots there -- there's not enough parking, it's really unfair to the renters. Please stop doing that. Please don't allow parking variances.

Besides that, you're changing for the lack of a better word culture of the neighborhood. Steuerle right now has been very open with their parking. They allow us to park





there. There are times when that parking lot is needed. We've all been to funerals that are extremely large. Many times they're not needed and they're very generous with that when we have Summerfest there, when you're having a 10K there. The people who park there today, they're not going to be able to be that generous. You're changing that culture, that giving by allowing units -- that many units being there. Don't change our culture.

Keep our little town feel in a major metropolitan area. But please, keep doing -- you guys are doing a great job and I don't mean to say you're not. This just isn't right. Thank you.

CHAIRMAN JASON JARRETT: Thank you.

STEVE SEDDON: Hi, I'm Steve Seddon, S-E-D-D-O-N, and I am speaking on behalf of Mike Godzicki of 421 South Yale. Three points very quick.

I'm concerned about drainage in as much as the premier space variance is concerned and impact on the storm drain handling capacity on Ardmore. We suffered basement damage in 1987 as a result of sewer backup. Additionally, has the





impact of the development's plumbing on the storm system been assessed?

Two, are there any proposed tax reliefs to be granted to the developers? We are unequivocally opposed to any incentives or reductions.

Three, we are opposed to traffic entering the parking garage via Princeton Avenue. Although our children are grown, we are concerned for the youngsters who currently live and play in the area. That includes our grandchildren as well. Thank you.

CHAIRMAN JASON JARRETT: Thank you.

ANNE MARIE THOMAS: Hi, my name is Anne Marie Thomas. I live at 515 South Princeton and I just wanted to start my -- open up my comments with presenting the commission with a packet of petition signatures that we've collected.

There's a total of 256 speaking against the size and the relationship to the Prairie Path of this particular planned development. We're not against development. We just think it needs to be appropriately sited and sized for the area.

So, these two -- 189 people signed online. Over 50, probably more, of those people





did make comments. I encourage you to read those. And then we had 62 people that signed a paper form. There are also several businesses from that surrounding block right there that signed. So, I'm going to give that to you, Chairman.

CHAIRMAN JASON JARRETT: Okay.

ANNE MARIE THOMAS: And then I also want to make a quick public service announcement. Starting on June 15th, the library will begin hosting its summer family concert series every Wednesday 'til the end of June. It'll lead up then into the traditional annual Kiwanis Wednesday night concerts. These will be geared towards children. It starts at 6:30. You can -- kids under 12 have to come with an adult. It's at the Ruggard Gazebo along the Prairie Path. Bring a blanket or chairs and enjoy the summer weather with fun and lively musical entertainment. So, especially for the kids.

CHAIRMAN JASON JARRETT: That's awesome. Thanks for the information.

ANNE MARIE THOMAS: Sure. So, I wrote a bunch of stuff down. You know, lots have changed since the last time, but -- so I'm

getting rid of most of it. But -- and I do wish I -- some people get more than three minutes. So, you know, basically I'm against you approving these variances. I'm just going to make a quick statement about the code, the state of the code, the MX-T code.

You know, I realize you guys don't create these codes and you do occasionally find yourself in the position of being the code police, but I just want to mention a few things.

It's supposed to be mixed use for transitional. These buildings should be shorter in height than the code currently allows. It should require the buildings to sit back further from the sidewalk. They should require design and exteriors that blend into and make the transition from commercial to residential much more smoothly.

The Standard Meadery and wine shop are in a different zoning code and the style of the buildings and materials used is perfectly acceptable for what they are and where they are.

You know, most importantly, the code shouldn't allow a developer who is brand new to the multi-unit residential market and has no





track record of what potential renters might do. You know, occasionally we hear him say, you know, we get a certain type of tenant.

To the best of my knowledge, he's got two multi-unit buildings approved in different towns. Neither one of them are built yet. Nobody's renting there yet. So, when he says we get, I think he should say we hope to get.

The other thing I was going to go into, so the size of the lot. You know, those codes are all really complicated. Even I get 144 feet by 125 and I can multiply that. That's 18,000 square feet.

Most of the homes in this -- that general area are on a lot that's 50 feet by around 180 feet. So 50 times 180 is 9000 square feet. So imagine if I tried to build on my residential lot a building that has 19 bedrooms and 16 parking spaces. That's actually three less than the code requires as in the developer's plan. It's too much. This lot is far too small to accommodate this unit, this usage, and the surrounding area lacks the built environment to accommodate it or its prospective tenants.

So, we're not against the development





and we are very happy to see 560 new apartment units that the village has already approved at the Ardmore train and the Villa Avenue Development, both of which are taller, but this still will be one of the tallest buildings in Villa Park.

So, this isn't an appropriate site for this. The Villa Avenue Development is offering one space per bedroom. So, after my little square footage gig, I'm talking about the public parking.

So, it took me a while to get here, but here it is. Every time we drive our cars, we have to park them, and every time we park someplace, we make a calculation in our head, where should I put this car so it's going to be the easiest thing for me to get out and get going next time? And if I'm an empty nester or whoever else, you know, I may go out in the morning to a tai chi class, I may come home, you know, and I'll probably -- if I'm going out at lunchtime to meet friends, I'll probably just leave my car in the public parking space right in front of the building.

You know, there's an entrance to go





right into the lobby there. It's feet from those public parking spaces rather than go around and mess around with going in and out of the garage, because I don't need to. I just want the most convenient spot to leave my car.

So, especially if I'm an alley parking person, I'm assigned to the alley, I'm certainly not going to want to risk my life just to get to the Jewel by coming out of that blind alley.

In the -- several years ago I had an accident by a driver, it was a taxi cab driver, who was trying to get out of the alley on the opposite side. So, very blind. He could not see. And oftentimes when people can't see, you know what they do, they go. They hope for the best. I was there.

So, there's a difference between those two. You know, we talk about KLOA and how good they may or may not be, but they're not good enough to realize, as we all do who live around there, that there hasn't been more than one or two cars parked in that lawyer's lot for the last 15 -- I don't even know how long he's owned it, but since before 2005.

So, on that side they've actually got a

little alley behind the Ardmore businesses that dumps out onto Highland. So there's no such thing on this side. There's just Steuerle's lot, which will be blocked off.

In addition, I'm going back to those parking spaces. I think everybody that lives there during the course of their day is going to choose -- you can't stop people from parking in a public space. You can't make a sign or a law that says if you live at 27 West Park, you can't park here. They could even park over on Princeton and walk in the side door, easy peasy. So I think we should talk -- think about human nature. And I had some bullet points, some rebuttal points. I guess I'm almost out of time.

CHAIRMAN JASON JARRETT: Yeah, quick conclusion.

ANNE MARIE THOMAS: Standard Meadery is only open four nights a week. So, the drive-by test that the developer did was all three nights the business was closed. I said he doesn't have any tenants yet. I said there's no North South Alley.

Affordable housing is a new twist, this term affordable. Last time I remember hearing





this was luxury housing. So, my question was, what's the price point for this affordable housing?

CHAIRMAN JASON JARRETT: I'm going to need you to wrap up.

ANNE MARIE THOMAS: That's it, that was the good one.

CHAIRMAN JASON JARRETT: Thanks. I know you're passionate about it. I appreciate that.

JEAN NICHOLSON: I'm Jean Nicholson, 412 South Princeton, and you know, we have across the street from this development the gazebo, and now when there's all the entertainment there and everything and people walking from other towns, they think, wow, this is a great town, you know, the beautiful gazebo, the music, everything. Well, we park -- the parking in the lot is loaded with the property that's for sale.

And anyway, I -- if I -- I don't know, I have a feeling if this goes up the gazebo goes down, you know, because people won't have places to park, and I don't know, I just don't want to see the gazebo -- us lose it. And I think that's -- I think that's all I have to say.





CHAIRMAN JASON JARRETT: Thank you. I think that's -- I think that's a record for the evening. I appreciate it.

JEAN NICHOLSON: Thank you.

JUSTIN SHLENSKY: Jean, I just want to say I appreciate your shirt.

JEAN NICHOLSON: Oh, (indiscernible) Church. Thank you so much, Justin.

CHAIRMAN JASON JARRETT: All right, who's next?

CHRISTINE FOGARTY: Hello.

CHAIRMAN JASON JARRETT: Hello.

CHRISTINE FOGARTY: Christine Fogarty from 37 West Park Boulevard. I almost said 27 West Park Boulevard because I've been hearing it so much lately that it's kind of drilled into my head. Another number that's in my head right now is 256. That's how many people signed a petition just in the last couple of days really against this development, people that are just within a few blocks of this area, and to me that says a lot.

Being right there on the corner and being outside as I usually am in my yard, I have spoken to dozens and dozens of people who walk by





and ask me, what is that sign for? What is this meeting about? What's going on over there? And I explained it to them and I even have a little flyer that explains everything that Mr. Ross has told us, and everyone has said the same thing.

First of all, how did it ever get zoned like this? What happened in 2018? Were any of the residents informed that the zoning was changing? And what do we do to get it changed back? I don't have those answers. I don't know if you guys can give those to me so that I can share that with the neighbors when they ask.

CHAIRMAN JASON JARRETT: I can give you some of them when we're done.

CHRISTINE FOGARTY: Okay, that would be great. I would appreciate that. Another question I have is the KLOA analysis that they did. Were they ever actually on site or is this just running a bunch of numbers through the computer?

So, though I appreciate Mr. Ross doing his drive by the last three nights, I don't have to drive by and I don't have a small sample. I have a huge sample of eight years of living there. I know exactly what happens there, and if

there's a funeral and the Meadery is open and I want to have friends over, they're going to park way down the street because there's nowhere to park.

So, you know, a lot of times people will park in the Steuerle lot. That's great. We appreciate that. But if they have a funeral, there's nowhere to park, or they'll park at Reichardt which you know, that's pretty much where everybody parks when there's a village event over there, Christmas, 4th of July parade which is coming up, Summerfest. You know, everybody parks there.

The village uses the Reichardt lot just to set up for events. This is all going to be gone. So, I'm kind of with Jean, I feel like that whole section, the Prairie Path and what draws people in and what gives Villa Park their charm, it's going to be gone.

So, that's just my thoughts on it.

CHAIRMAN JASON JARRETT: Okay, thank you. All right. Anyone else who wishes to speak on this item this evening?

AMY MURPHY: Hi, I'm Amy Murphy. I live at 436 South Princeton. I had something





written here, but I just want to say I'm just concerned for my family, my neighbors. I don't want to see our street become all street parking, because we all know that there's people that park down our block all the time. I've got three kids. We love to be outside. I don't want to see the increase of traffic, the increase of people parking and pulling in and out of our driveways, turning around, trying to get back to their apartment, and I just don't want to see all the extra traffic, and it's just in my opinion, the wrong size for the lot that we have.

CHAIRMAN JASON JARRETT: Okay.

AMY MURPHY: That's all.

CHAIRMAN JASON JARRETT: Thank you. Anyone else?

JEAN NICHOLASON: Could I say something from the back? (Indiscernible). I -- my dining room, I have my breakfast and lunch. I sit there and I see traffic, kids passing by on bikes, on -- and parents walking their kids and walking dogs and everything.

Over there is the grammar school. Over here is the junior high and the high school. We got traffic of the kids going to school, back and





forth there.

CHAIRMAN JASON JARRETT: Okay, thank you.

JEAN NICHOLSON: Thank you.

MIKE ZUCHER: Hi, I'm Mike Zucher. I live on South Princeton, probably about eight houses down from when this development is being proposed. I would not mention this, but Mr. Ross did. There were seven positive Facebook posts he kind of pointed out. There are 127 total comments on that thread. So, overwhelmingly it is against the project as proposed.

I have many of those same concerns my neighbors do here, mainly about parking and where these cars are going to go. It's been mentioned that the trend is towards less driving. That does exist and that is true. I don't believe that's true for this area. In order to get to Jewel by using public transportation, you have to walk south on Princeton to Washington, take the 303 bus down to Villa and then walk again. I don't see people doing that to get their groceries.

I understand, I guess, that there was a comprehensive plan that was put in place about 15





years ago that slightly addresses this area. I think the board has to come up with a plan for this area first and decide what you guys want to do with it or what should be done with it. My expectation is that you guys do vote no on the variances as proposed. Thank you.

CHAIRMAN JASON JARRETT: Okay, thank you for your time.

MARILYN CHOPER: My name is Marilyn Choper, 420 South Princeton. I've lived there for 50 years. I've seen lots of kids come and go. We've gone through peaks of kids, lows of kids. Now, the block has got lots of young kids on it. I do not want to see all that traffic coming down the block.

I think something else should be built there. It should be smaller and aesthetically speaking it should match the buildings on the block, please. We do not need another monstrosity like the fire department, which is a terrible building and should never have been built in that style, the style of this apartment building. Would he put this in Hinsdale in a main street area? No.

CHAIRMAN JASON JARRETT: Thank you.

MARY JO JOHNSON: Hi, my name is Mary Jo Johnson and I live at 534 --

CHAIRMAN JASON JARRETT: I'm going to ask that you keep it down a little bit, please. Thank you.

MARY JO JOHNSON: Hi, Mary Jo Johnson. I live at 534 South Princeton. I've lived there for 30 years. I wasn't going to speak, but now I am on a comment that was made. Mr. Ross, you mentioned how you came up with this design to complement the Smead winery vibe, which is called a modern farm design these days, but the Smead winery is a business and it's the only place around here that has that look other than FUEL.

You're not a building -- building a business, you're building a residential building, that if you drive around within a mile of this proposed building, there is nothing, and I mean nothing, resembling this look. It's just going to look ridiculous.

I believe there is no need for more apartments. We have more than enough surrounding our town. There will be several more apartments near the train station soon. They will offer a train station. Why not a few appropriate-fitting





townhouses that you could sell for maybe 500,000 or maybe 10 condos? Just way less apartments. You need a plan of a look that fits our charming village and our charming houses near this site, especially on Princeton. Put away the city vibe. It just doesn't fit in with the Villa Park housing.

Maybe take this barn-dominium look to North Avenue or Roosevelt Road. I love this village and Princeton Avenue. It's like a family. We love our block and this will just cause distress.

Gentlemen, most of us have voted for you to sit there and take these positions seriously and make the right choices. Please, please think about this one. Would you, any of you, want to live across from this development? Please disapprove. Thanks.

CHAIRMAN JASON JARRETT: Thank you.

ROBERT VAN STAALDUINEN: Robert Van Staalduinen. That's V-A-N Capital S-T-A-A-L-D-U-I-N-E-N, and I would ask for my time back for that.

CHAIRMAN JASON JARRETT: You deserve it.





ROBERT VAN STAALDUINEN: 404 South Ardmore and president and owner of Knollcrest Funeral Homes and Steuerle Chapel. We have already heard alluded to that we will probably be having to chain off our lots, and it's something I do very hesitantly.

I have enjoyed allowing public parking in our parking lot, providing for the commerce, for the community events that occur at the gazebo. Formerly Mr. Reichardt was very gracious and helped us with that. It has been part of what drove us to move to Villa Park, was all the events at the gazebo. We love it, we enjoy it, and we'll be sad to see it go if this development requires us to remove the parking availability to all of the events that occur. We simply cannot keep our lots open for everybody to use without having some means of protection.

Secondly, if we're concerned with development on this property, I am sure we can get different development. There was certainly other interest in the property when it was purchased. Again, it is your job to ensure the benefit for this community. And that's what I call you to do.





We've already pointed out, my attorney, that this variance is asked for, for the benefit of the financial renumeration for the petitioner. That can't be the only reason you grant this. We encourage you to vote against the parking variance because it just will cause sufficient trouble in our neighborhood. Thank you, gentlemen.

CHAIRMAN JASON JARRETT: Thank you. All right. Is there anybody else that wants to speak? Seeing fewer and fewer every time I ask that. We've got one more here at least. That's okay. You've got your time.

HOLLY STAMOS: Holly Stamos. I just -- can I see a close-up of that one-bedroom apartment? Because to me, it looks like a two-bedroom apartment. People are poor. Rent is high. You've got a den with a closet? I'm putting a roommate there. So, now you've got one parking space for two adult people with cars.

So, I'm just thinking like even what he's asking for is kind of -- like I could name a room a den but it's still a bedroom, right? So, I just -- I want to -- I want to take a nice close-up of those because I don't think -- I

don't think they're going to be one adult person in that -- those apartments. I think there's going to be couples with a kid and I think there's going to be two adult people. Yeah, so that's all I want to point out.

CHAIRMAN JASON JARRETT: Okay, thank you. That's fine. Yeah, I'm sure we'll have some discussion related to that as we move ahead.

All right. Anyone else before we move on? Going once? Okay.

WODON KASE: I just want to say thanks for the patience.

CHAIRMAN JASON JARRETT: Yeah, no, I really -- when I say that, I appreciate having this many faces in front of me. I really do. Like I said, we've set up here on projects that I would say are much more consequential in the grand scheme of the village than this one with literally no one here, so I really do appreciate it.

I want to run through a few things that maybe I can answer before we turn questions over to Mr. Ross and anyone that he may have speaking on behalf of his project.

So, the zoning ordinance was updated in





2018. The MX-T zoning, not just the MX-T zoning, but the MX zoning at large was designed to try to preserve the aesthetic of our downtown areas or create that where it doesn't exist in terms of bringing buildings closer to the street, in many cases requiring buildings be closer to the street.

One of the things related to that with the garage entrance is that we did not want garage entrances on our primary streets like Villa, Park, Ardmore because an example of where that doesn't work is on Villa, the Villa Medical Arts building where they have a big hole blown through the front of their building into parking at the rear. That's not generally a good look for your downtown, which is why we would in a perfect world like to have them at the rear.

So, related to that, the previous zoning of this site, which existed going back to as far as I can find the '40s was C2. C2 as of right allowed a 45-foot-tall building with 50 foot of lot coverage. So the building may not be able to be quite as big, but the other half could be parking. There are no requirements for materials, no requirements for setbacks above the





third floor, no requirements for transparency. The building could be set back 7 feet from both Princeton and Park. No requirements on where driveway entrances could be, minimal requirements related to landscape. No requirements related to material use at all.

So, those are some of the things that this MX zoning brought to our village that didn't exist. Now, may not agree with this project, but I just want to explain what the purpose of that form-based zoning in the MX is. So, theoretically somebody could have dropped a 45-foot office building on half of the site and a service parking lot along Princeton as of right without coming before us. That could have happened three years ago.

This is -- in a lot of ways the zoning itself is attempting to be more contextual. So, that's the code side of it. I'll leave that on that. I think that's enough Planning 101.

On the signage issue, there's no signage before us. Any signage that would be required would have to meet the existing village codes. If it doesn't, they would be back before us for variations. So, there are strict codes





related to how much signage you can have on what faces of buildings. Off the top of my head, I do not know what that means for residential. I'm being honest. I don't have that code in front of me, but any signage would have to meet codes. We don't allow pole signs, so on and so forth.

Touched on the parking on Princeton, why the parking maybe on Princeton or the alley instead of on Park. There's a threshold for going into a traffic study versus a traffic assessment in our village. They don't meet it. That's not something -- I mean, we could ask for additional information, but as part of the application, that's not required and KLOA is a very reputable company and they're the one that we rely on as a board, as a commission when we ask an applicant to have a traffic study done as a part of a large project like the recent rezoning at Odeum or I'm trying to think of some other ones recently, but they're the one that we prefer they go to because of their experience and their knowledge.

Let's see what else. Yeah. And then I guess the only other comment that's a small one is so there was some question about the width of

the drive -- of the alley. The alley right-of-way is 15 feet. It's paved 12 feet, but it's paved 12 feet because both properties bleed asphalt into the right-of-way. So, you could go out and measure the concrete, but the right-of-way is 15 feet.

And so, when they're taking their measurements on their property, they're not taking it from that concrete edge, they're taking it from where the property line falls. And it's up to what happens in engineering, but I would assume if the project moves forward, they would be pouring concrete or whatever surface they're using all the way to that alley.

So, with that I've got a couple questions from -- that we heard here that I'd like to run by you, Mr. Ross, real fast before we open it up to broader questions up here.

So, there was a question about trash removal. Could you speak to that a little bit? And I'd ask you to come up to the mic.

CRAIG ROSS: Sure. So, the trash enclosure is inside the building, so tenants who need to access the trash, let's say they're on the third floor, they would go down the hallway,





open a chute, throw their trash down a chute, and it would fall into the trash enclosure, which is on the east side of the building. I'm pointing to it with the cursor right now if you can kind of see. So, there's no trash can or dumpster outside of the building, it's enclosed. No one would see it. We did that by design.

CHAIRMAN JASON JARRETT: Okay. So, I guess then --

WOMAN 3: (Indiscernible).

CHAIRMAN JASON JARRETT: Yeah, I'm just going to ask that we keep the questions --

WOMAN 3: Sorry.

CHAIRMAN JASON JARRETT: -- up here. That's okay. How would the trash get to the outside? How does that -- I mean, I know you showed, but who's responsible for making sure that happens?

CRAIG ROSS: The trash company is.

CHAIRMAN JASON JARRETT: Okay. So, they bring the -- they have access to it, they bring the dumpster out and then return it?

CRAIG ROSS: Right. Typically there's a code to the garage -- or to that door, I shouldn't say garage door, to those doors. They





swing it open, roll it out, dispose of it, put it back.

CHAIRMAN JASON JARRETT: Yeah, and our code, even in a building like this, would not require that. They could have a garbage dumpster in a masonry enclosure at the back property line and that would be sufficient. Yes?

WOMAN 1: Just a reminder that we're going to have someone transcribe this from a tape, so I understand we're going to have a give and take with people speaking. So, if the audience asks a question, would you be so kind as to repeat it back into the microphone, which will help them transcribe it?

CHAIRMAN JASON JARRETT: Yeah, and I'm going to try to avoid that kind of dialogue because there are a lot of people here, and you know, they've had a chance to make their point. Obviously if there's a big question that gets missed, I want to make sure that's the case.

So, before we get to questions up here, are there any specific questions or issues that were raised that you would like to address?

CRAIG ROSS: I wrote some notes. Trash was one of them. So, we talked about that.





Someone had asked about hedges at the neighbors. Ellen actually had written this into her summary that, you know, we're certainly willing to do that if somebody wanted some hedges added.

As far as, you know, the driveway, especially the exiting and if we change that to direct more to the north, the only house that it would be pointing at would be the house on the corner. Luckily that house does face Park. That's the side of the house. There is a bunch of shrubs there now, but we're certainly willing to add more shrubs if the homeowner wanted us to or whatever we could do to accommodate them.

You know, again, there was a lot of talk about these ratios of cars, and again, I -- this was brought up at the Traffic and Safety Commission meeting, too. You can't use national numbers. You also can't use numbers that are just about households. Even if you say DuPage County and you say households, obviously that includes houses, single family townhouses where they have two, three-car garages or more sometimes.

So, you've got to look at data that is not only local but also for apartments.

Obviously, people renting apartment buildings on average have much less cars than people who own or rent a house for that matter.

Someone asked can we do the project differently that it meets the code? Yes, we could. You know, like we mentioned, we could do it five stories, 32 units. We would meet the code with the height. We would meet the code with the parking requirement, but we just don't think that's appropriate. We don't think that that's good for the village. We don't think that's good for us either.

MAN 1: (Indiscernible) --

CHAIRMAN JASON JARRETT: I'm going to ask you not to speak from the audience, please. Please --

CRAIG ROSS: Somebody said --

CHAIRMAN JASON JARRETT: -- everybody's had their chance.

CRAIG ROSS: Somebody said there were 256 signatures against the development. I don't think the petition was against the development. I think the petition was against it being four stories. So, I just want to be -- you know, make sure that that's clear.





Someone said we only had seven positive Facebook comments. I think there were around 15 the last time I looked or counted and they mentioned that there were a lot of comments that were negative. A lot of the comments that were negative were the same people, handful of people, repeating themselves. So yes, if you have 100 comments, but you have five people doing 10 comments each, obviously they're going to dominate the comments. But I was just looking at number of people.

Someone else mentioned, you know, can we do a project that matches the street? Again, you know, that's what we're trying to accomplish. While this is residential, you know, technically it's commercial residential, right? I mean, this is not a house by any means. It doesn't have a pitched roof like a house would have and the street we're on is Park. That's the street we face. So we're -- you know, the closest building to us is Standard Meadery. That's what we were trying to match.

I think that was about as far as clarification.

CHAIRMAN JASON JARRETT: Yeah, and I





can almost guarantee there are going to be more questions up here.

CRAIG ROSS: Right.

CHAIRMAN JASON JARRETT: So -- and we'll probably get into more of the details and conversation on that with you. So, I'm going to leave it to questions from the commission. Who would -- who has questions, would like to start? Let's try to keep as much to questions as we can. I think there's going to be quite a bit of discussion when we get to that point. Anything that's unclear or specific questions that you'd like to see resolved?

JUSTIN SHLENSKY: I do. I've got a clarification question. So, Ellen, perhaps this may be more pertinently directed to you. Counsel brought up a point that there could have been a potential sixth variance requested. That is not necessarily in front of us in our packet. So, I'm really just looking to get clarity on that for myself, for the commission, and the public at large.

In the staff memo that was provided on Page 17 for commissioners that are following along, you've indicated that there are some





potential conditions to any of the several variances that are actually in front of us today. Again, I don't believe based upon the staff memo that there is this pseudo-sixth variance with regards to landscaping.

However, you do indicate some landscaping conditions that we can add to any potential motion that we may make. So, could you just clarify the landscaping aspect of that?

WOMAN 1: I think it's a mistake that I made in terms of interpreting the code, and when I first looked at that section of the code, I was thinking it was all part of the minimum streetscape and there is some latitude in the code for the director to accept variations on landscaping. So, I will take, you know, the blame for that not being in the published. I do believe, though, that because the published legal notice said such other and further relief as may be required that it was meant to capture small items like that.

JUSTIN SHLENSKY: So, is it staff's current opinion that there could be -- not saying that there must be, but that there could be another variance?

WOMAN 1: A variance? Yeah, because when you look at that section of the code, it exempts the foundation landscape from certain districts, but it doesn't exempt the requirement for foundation landscaping out of the MX-T. So, I believe that I missed that, you know, and should have called it out.

JUSTIN SHLENSKY: So, as a potential caveat to that, is it staff's opinion that it's not a required variance but something that could be addressed via a condition?

ELLEN WEBER: Yes, I do believe so, because of the last line item in the legal notice, and if you wanted to be overly cautious, you would republish and continue to another meeting. Okay. I do believe, though, we've had significant public knowledge of the project and that those folks that want to be here are here, but I do believe it could be considered as having been published by the such other and further relief as may be required to effectuate the proposed development.

And as way of explanation, too, as this was going on, Mr. Ross and I were talking about moving the building here and moving the building





there and some things were still a bit of a moving target, and I didn't know where the building was really going to land on the site, so.

JUSTIN SHLENSKY: Yeah, and certainly I'm not looking to place any blame on any one or any individual or staff.

ELLEN WEBER: No, I'll take it. It's my mistake.

JUSTIN SHLENSKY: No, that's not what we're here for. I'm not pointing fingers. My question and my concern is more akin to whether or not we can accomplish any potential requests by the conditions that you've outlined, and I think that you've very dutifully outlined those conditions and I appreciate that.

ELLEN WEBER: And I have not talked with the village attorney about it, so.

CHAIRMAN JASON JARRETT: Yeah.

ELLEN WEBER: Okay?

JUSTIN SHLENSKY: Thank you.

CHAIRMAN JASON JARRETT: Yeah, it would be -- I mean, I'm not an attorney obviously, but I think our notice including that last section and the amount of notice and public hearing and





community outreach on this, I think we're okay with that threshold.

JUSTIN SHLENSKY: No, it was a very -- it was a very proactive catchall to that.

CHAIRMAN JASON JARRETT: Yeah, especially given the scope of the project and knowing that there were negotiations going on -- I won't say negotiations but many conversations with engineering and so on behind public works and community development.

One quick question I have, Mr. Ross, this is a small one and I may have more as we move ahead, but I believe you're showing the garage entrance now as being a semi-transparent glass door, probably frosted as opposed to a solid massive door; is that accurate?

CRAIG ROSS: Correct. Yes.

CHAIRMAN JASON JARRETT: Okay. That is -- that's a small detail but one that I do appreciate, because it would be lit from behind in the evenings, and it's something that I know that the Union brought before us, and it's a small detail but it is a detail that shows that -- to me that you and/or your architects are looking at some of the little details.





CRAIG ROSS: Yes, definitely.

CHAIRMAN JASON JARRETT: Okay. Other questions?

DOMINICK ROMANO: Mr. Ross, I do have concerns for specifically the parking variation, and as I look at the plan, I'm curious what is differentiating a den from a second bedroom?

CRAIG ROSS: Gregg can probably help with this, too, but dens don't have doors -- or I'm sorry, a bedroom has to have a door, a bedroom has to have a window. Is there anything else I'm missing on that, Gregg?

GREGG STAHR: Closet --

DOMINICK ROMANO: These have closets, though, right?

CRAIG ROSS: But they don't have --

GREGG STAHR: Most importantly (indiscernible) egress.

CRAIG ROSS: yeah, they have to have an egress window and they have -- and they don't have a door. I think -- and I believe some of them don't have closets. I don't remember exactly, but most importantly a window. Secondary would be a door. Thirdly would be a closet.

DOMINICK ROMANO: But there's nothing that would really stop a tenant from internally having kind of a roommate situation. I mean, they have two baths, right? So, the temptation and ability is certainly there, which people are people. You don't control that. I understand that, but --

CRAIG ROSS: You could say that, sure. People could do illegal things, yeah.

DOMINICK ROMANO: But then you already have a parking deficit, and if that possibility exists that kind of amplifies it. Would you agree with that?

CRAIG ROSS: I don't because again, let's say someone's going to break that rule and use that as a bedroom. Let's say they -- obviously you could have a one bedroom. You could still have two people living there, right?

DOMINICK ROMANO: Sure.

CRAIG ROSS: I mean that's going to happen no matter what. So, let's say you have three people living there now, right, and now you have three cars. I don't see how anyone signs a lease with only one or two parking spaces assigned to them but they have three cars. Where





do they think they're going to put that car? If they put it on the street as someone proposed, you --

DOMINICK ROMANO: I --

CRAIG ROSS: Let me --

DOMINICK ROMANO: Can you please cut down --

CHAIRMAN JASON JARRETT: I'm going to ask -- I'm going to ask that we refrain from the back and forth and be respectful. I've given everyone an opportunity to talk, some of them considerably more than the allotted three minutes. Mr. Ross is the applicant. Please be respectful. Thank you.

CRIAG ROSS: Thanks. So certainly you could park on Princeton illegally. You could park on Park illegally. Obviously you're not -- you know, your lease is one year long. You're going to do that for 365 days and get a ticket. I mean, obviously the neighbors are going to be calling the police if the police don't see it themselves. They're going to be getting tickets. I don't know what it is. Twenty, 30, 40, $50 a day times 365. I don't think that's going to last long.





I know I wouldn't sign a lease if I had three cars and I was only getting one or two parking spots. I would think most other people are going to be in that same boat. So, and that's why I made that comment where I think the parking spaces regulate our renters on its own.

ERIC LUEDTKE: And a point of clarification, the parking spot is going to be a separate sort of rented item for whomever the tenant might be.

CRAIG ROSS: It gives us flex --

ERIC LUEDTKE: He could have zero or she.

CRAIG ROSS: It gives us flexibility. There will be people who rent a one bedroom and have no car. That will happen.

ERIC LUEDTKE: There's that potential.

CRAIG ROSS: And that car isn't assigned to that unit and doesn't go on use, it now can be assigned to somebody else. So, again, these -- this isn't a situation as you're pointing out where that car is stuck with that unit and if it gets used or not, too bad. If it doesn't get used, great. Now we have the ability to give it to another -- another tenant can rent





it out, whether it's outside or inside.

ERIC LUEDTKE: Would it be safe to assume that the one bedroom with den wouldn't be allowed to rent two spots?

CRAIG ROSS: We -- I think that'd be a good business decision, 100 percent.

ERIC LUEDTKE: Okay, yeah, right.

CRAIG ROSS: I mean, that would be a poor decision by us to do that. But likewise, as I kind of inferred in my presentation, us to let anyone rent three spaces, it just -- it isn't smart for us to do that.

So, again, that's why the parking spaces are going to regulate what happens there and we want more parking or the ample amount of parking more than anybody so that it's economically viable and we can rent these units out. So, again, we wouldn't do things like that. We're not going to rent two parking spaces to a one bedroom. We're not going to rent three parking spaces to anybody because we want to have the biggest group of people being able to rent.

ERIC LUEDTKE: Specifically about the bedroom and den sort of nuance, I mean, and we can't regulate behavior on a certain level -- to

a certain degree, we can't regulate behavior, right?

CRAIG ROSS: Sure.

ERIC LUEDTKE: If we just lose the wall to the hall and then lose the closet and that just becomes our, you know, Chicago area French room, I mean, is that -- is that -- does that adjust things to you? I mean, because now it becomes even more difficult to make that into a bedroom, right? That really starts to -- starts to really frame that sort of space as sort of a sitting room per se as opposed to --

CRAIG ROSS: Well, I'd have to look how --

ERIC LUEDTKE: -- an on the down low bedroom.

CRAIG ROSS: I'd have to look at how it works with the design, number one. Number two, I mean, the intent is a study, a work-from-home office. And so, people do kind of like that cordoned off a little bit depending on if someone else is in the unit or not with them. So, we -- that's what we're finding people want. They'd like to have that space where they can have their office separate from their bedroom, because





someone else might be in that bedroom. And to your point, I mean we can have -- it's possible you can have a two bedroom with eight people in there, right? I mean, you know --

ERIC LUEDTKE: Let's not.

CRAIG ROSS: Right, that's not our goal. That's not what we want. But to your point with the den, just bedroom account doesn't limit the number of people that could sneak in there per se. I mean, at some point people could break rules. Yeah, definitely. But obviously in our leases we have things hopefully to protect that and if we find that we can do something about it.

CHAIRMAN JASON JARRETT: Questions?

ERIC LUEDTKE: Yeah, I'm going to continue. The -- so, the half pork chop, is that a -- I mean, was that a conversation with you and Ellen; is that correct? I mean, I know it came out of our April sort of conversation.

CRAIG ROSS: You guys had mentioned it. Ellen had mentioned it. Traffic and Safety have mentioned it. I think some of the neighbors had mentioned it. To me it makes great sense. Everyone likes it. I don't see why we wouldn't





do it. I think, you know, Bob from our engineering thought it would be a good idea.

ERIC LUEDTKE: Yes. I don't see a sign sort of telling people to sort of -- that becomes the direction that they have to go. I mean --

CRAIG ROSS: Again, can we stop people from making -- doing illegal things? Even if we do a pork chop, people are going to argue they still could go south, right? I mean, at some point, you know, I can't put electric fence up there.

ERIC LUEDTKE: No, we don't want you to.

CRAIG ROSS: Right.

ERIC LUEDTKE: I have a -- it was raised -- I brought it up the last time we met in April and thank you for having the west elevation. I even -- if you could bring up the west rendering is probably a little bit more helpful. Yeah. Contextually this block sort of reads from Park all the way to Highland as much as that alley is sort of a break it's sort of not a primary break, right? And this being facing the -- facing the street and facing the residential, I like what happens on park when we





drop down to three and we set that building back 12 feet, right, because that -- go to the previous rendering. That's reading three, right?

CRAIG ROSS: Right.

ERIC LUEDTKE: Go to the next one. It's even reading more three, right, because I don't even see that.

CRAIG ROSS: Right.

ERIC LUEDTKE: Visually from that perspective. Right? But once I get to the -- once I get to this residential street, again if I'm dealing with it as a -- as an MX-T transition, right, as my -- abutting against the residential, by right on the back side which is an MX-R2, we could have the same kind of building height assuming, let's say, you know, wonderfully we -- that building that's on the corner that's 60 years old that maybe somebody comes in and does something there. We could have the same kind of four foot -- four-story wall as well. I think -- I think we're doing a disservice to the -- to the neighborhood and sort of the face to that -- to that street.

I'm curious about the potential for peeling that one back at the fourth floor on this

face, granted the stair tower would be a -- would be a vertical element that goes four, but you know, dropping that back might go a long way. I mean, if we start to look at the site plan then too, that corner essentially would start to align -- that corner where the electrical closet is, we can sort of see it aligning with the building that's to the -- to the south, right, and that's roughly a similar dimension as what is allowed in the MX-R2, right, so that we're not -- we're sort of creating a different -- a similar face, what we're trying to do in these MX districts of making sort of some continuity there.

So I like the idea of -- I would like to explore the idea of recessing, stepping back that fourth floor. I know it impacts those six units up on that fourth floor, but maybe we lose one and now we're -- now we're asking for five cars. You know, or maybe we change it and there's only four units up there and we're asking for four cars on a variance. I mean, I'm starting to change things up here a little bit, but I mean, if we're starting to play both ends against the middle at times, there might be some merit to sort of -- sort of lopping it completely





off, you know, peeling it back slightly.

CHAIRMAN JASON JARRETT: So, if I -- if I understand you is what you're suggesting is bringing the western wall on the fourth floor essentially in line with the -- the western wall of the north half of the building.

ERIC LUEDTKE: Correct.

CHAIRMAN JASON JARRETT: And creating a setback on the third floor along -- I mean, for the fourth floor along Princeton. I know that would require adjusting architecture, but would that be something that you'd be willing to explore or be comfortable with? I mean, I know you may need to ask your architect that and I hate to put him on the spot.

CRAIG ROSS: I don't know what it impacts architecturally. You know, sometimes you make -- what seems like a little change can throw everything off. You know, my biggest concern and Eric kind of brought it up was the stairwell, you know, how does that still work? That still has to stay. That can't go away.

ERIC LUEDTKE: Yeah, I mean, I see that wall sliding back to the -- to the back side of the -- of the stair, that 9-and-a-half feet





that's sort of there. I mean that would, you know, just conceptually sort of -- because that break I think works really well on Park, you know? Because I can't imagine a four-story building even with all the stepping that we have going on.

CHAIRMAN JASON JARRETT: From the -- from a selling standpoint, it gives that corner unit the potential for a nice roof deck as well.

CRAIG ROSS: Well, we'd probably eliminate a unit, right?

ERIC LUEDTKE: I think so.

CRAIG ROSS: Yeah.

CHAIRMAN JASON JARRETT: Eliminate or --

CRAIG ROSS: We're going to have to eliminate a unit.

CHAIRMAN JASON JARRETT: You can either eliminate or maybe shrink one or two. I can't say for sure, but.

CRAIG ROSS: Sure.

CHAIRMAN JASON JARRETT: Is that something you'd be willing to explore?

CRAIG ROSS: It's something we'd definitely be willing to explore, you know, and





again, forgive my ignorance. I know this isn't a PUD or like a negotiation type of thing, you know, what does that get us? You know what I mean? I mean, we're not looking for a variance on the height, we're not looking for a variance on the setback up there. So, you know, help me out with that a little bit I guess.

CHAIRMAN JASON JARRETT: No, but you are looking for relief from the streetscape variation, which I know is impacting Park and not Princeton, but --

CRAIG ROSS: Right, because this wouldn't help that, right?

CHAIRMAN JASON JARRETT: No, but it does -- it does go to softening the streetscape generally. And I -- and I could see where it's essentially requesting some of that -- or I should say repurposing some of that requested relief along Park to Princeton where it's probably more needed. That would be -- that would be my thought process on it. We can discuss that more, but.

CRAIG ROSS: Okay, we definitely could explore it.

CHAIRMAN JASON JARRETT: Okay.

CRAIG ROSS: Yeah, I -- but I -- sitting here now even I don't think Gregg could --

CHAIRMAN JASON JARRETT: Oh, no, I understand that, but we've got -- I mean, I'm a planner. He's an architect, so.

CRAIG ROSS: Okay. You know how it goes.

CHAIRMAN JASON JARRETT: We know how it goes.

CRAIG ROSS: No, but --

EIRC LUEDTKE: That's why we hesitate -- very hesitant to sort of raise these issues. But obviously we have this -- I mean, there's a -- there's a bulk issue that is -- that's at play here.

CRAIG ROSS: Sure.

ERIC LUEDTKE: I mean, fundamental.

CRAIG ROSS: Right.

ERIC LUEDTKE: As well as the parking, right? And I think --

CRAIG ROSS: It might address both.

ERIC LUEDTKE: Not might, would definitely.

CRAIG ROSS: Well, I can't talk for the





-- 

CHAIRMAN JASON JARRETT: It gets you closer --

ERIC LUEDTKE: But if we're losing -- if we're losing a unit, we're --

CRAIG ROSS: We'll address it enough. I don't know. That's what I meant.

ERIC LUEDTKE: I'm not (indiscernible) it completely. It's still -- there are still issues.

CRAIG ROSS: Right.

JUSTIN SHLENSKY: But to the petitioner's point, there's not a variation request or a variance request with regards to the height or the setback of that fourth floor outside of the streetscape. What could be impacted is that the removal or the decrease of a unit and therefore the decrease of bedrooms would impact the reduction in the variation for the parking. So, that is the pertinent aspect --

CRAIG ROSS: That makes -- yeah, that makes sense.

JUSTIN SHLENSKY: -- of the variation of why it is pertinent for Eric to ask that question.





CRAIG ROSS: That makes even more sense to me, yeah.

CHAIRMAN JASON JARRETT: Yeah. With the parking at the rear, I can understand for the comfort of your residents why the angled parking works. I get it's a softer movement in and out for your residents. But all elements of our village staff have recommended some level of discomfort with it for various reasons.

Can you explain to me to the degree that you can, and you may need to rely on your architect for this, and that's fine, he could come up and speak, I know he's sworn, that rotating those to perpendicular, that might actually gain you a parking space. I can't say that it would, but it might gain you a parking space, and it would certainly pick you up a foot or a foot and a half in depth, because those lots -- those -- because of the angle, they're technically farther off the wall than --

CRAIG ROSS: I think actually, but you need a larger turning radius, so.

CHAIRMAN JASON JARRETT: Yeah, and --

CRAIG ROSS: So, we actually lose a lot.





CHAIRMAN JASON JARRETT: Right, and I know --

CRAIG ROSS: But let me just back up on one thing you said that was in the memo too that police and fire department want perpendicular parking. That is not true. They did not say that in their comment letter that I've seen. They said they preferred two-way traffic in the alley, but they never opposed angled parking or never said they preferred perpendicular parking.

CHAIRMAN JASON JARRETT: I should clarify. They prefer the two-way movement of the alley.

CRAIG ROSS: Correct.

CHAIRMAN JASON JARRETT: And the angled parking does -- even though it doesn't force one-way traffic, it does promote one-way traffic.

CRAIG ROSS: Only for our tenants.

CHAIRMAN JASON JARRETT: Right.

CRAIG ROSS: Not for anyone existing, right.

CHAIRMAN JASON JARRETT: I understand that. And you know, when it comes to staff, there are -- we -- there are staff meetings. I don't sit in on those. So I have to trust what's

in the memo --

CRAIG ROSS: Sure.

CHAIRMAN JASON JARRETT: -- on that. Whether or not I have a specific report from those agencies, I'm relying on staff and the staff memo, and we know for sure that, you know, engineering, public works, community development and economic development have some concerns about it.

I guess my question is from a practical standpoint, other than the softer movement, is there something that would preclude those from being perpendicular? Because I know staff -- the staff memo was asking -- I should say the exhibit that -- Ellen's exhibit was I think asking for additional -- for a total of nine feet at the rear, shrinking the building by five feet. I understand logistically why that may not work for you. Those --

CRAIG ROSS: And that didn't include the three feet of wall thicknesses, so it would actually be three feet more than that.

CHAIRMAN JASON JARRETT: And losing five feet off the front units makes them unmanageable from a -- from a unit size. They





don't lay out well, and it shrinks all the way up. I understand that, but practically is there a reason that the perpendicular parking doesn't work given the amount of space you're providing at the back, which is a minimum of four feet, and the fact that other than maybe the western -- could you bring up the site plan for a minute?

CRAIG ROSS: Sure.

CHAIRMAN JASON JARRETT: So other than maybe the westernmost parking space of the westernmost building, Those look like pretty big parking lots, but the way they essentially work Is you have perpendicular-ish, angular parking along the base of the building single deep. So other than the westernmost stall of the westernmost building, none of those vehicles are close to the alley, which gives a little more leeway for someone backing out, right?

They're not backing up into a brick wall, they're not backing up into another car. There is space, and the alley may read as 12 feet but it's 15 feet. I guess practically is there a reason that that doesn't work for you?

CRAIG ROSS: Well, besides the eight feet that we would have to somehow come up with





that we can't come up with, some --

CHAIRMAN JASON JARRETT: I'm not -- I'm not talking about the reduction of the building. I'm just talking about going perpendicular and leaving the space that's at the rear of the building, leaving the four or so feet that you have there. I'm not asking you to give more at the back.

CRAIG ROSS: But then we wouldn't have the turning radius, right, the appropriate turning radius that we need, or am I missing something? Because if we go perpendicular, you need 24 feet to turn in. If we go on an angle, you only need 15 feet to turn in.

ERIC LUEDTKE: Correct, but I think what we're saying is, is that those parking lots, whatever we want to call those, those parking at the other -- the other side of the alley is --

CRAIG ROSS: Right.

ERIC LUEDTKE: -- fluid enough, and it's not like we're park -- they're not parking right on that alley because of the way in which that angle runs and sort of -- and he was saying that that westernmost stall on the western building is really our choke point relative to





the other side of parking on the other side of the alley. I think that's what -- so -- because if you go there, you see there's all --

CHAIRMAN JASON JARRETT: Yeah, and so I mean you're providing, let's say the 15-foot-wide alley, the four-ish feet you're providing, I know there's a little bit of slop in there because there's a little space at the front and the angled spaces position differently and so on, but I mean, you're really at 20-plus feet of width, and like the Chicago code actually prefers 20 feet for two-way.

CRAIG ROSS: We actually talked about that earlier, but we can't use that, right?

CHAIRMAN JASON JARRETT: Because --

CRAIG ROSS: And they also have eight-foot-wide stalls.

CHAIRMAN JASON JARRETT: Right, but --

CRAIG ROSS: And if you go wider stalls, you can reduce that 22 to 20. But these are all things that aren't in your code.

CHAIRMAN JASON JARRETT: Yeah, but we're not asking --

CRAIG ROSS: We didn't want to add another variance.

CHAIRMAN JASON JARRETT: Right.
CRAIG ROSS: Because that would be another variance request.
CHAIRMAN JASON JARRETT: No, and I don't think we're talking about a variance unless --
CRAIG ROSS: Okay, then maybe --
CHAIRMAN JASON JARRETT: -- you're shrinking -- I think a 9-feet stall perpendicular with the 15 plus 4 plus whatever else you can find to give when you turn those spaces, I mean, I think you probably have what you need for the turning movements.
CRAIG ROSS: Gregg, you want to comment on that? Come up here and -- because I don't think we're there.
GREGG STAHR: Yeah. Well --
CHAIRMAN JASON JARRETT: And I understand that shrinking the building more than a foot or two --
ERIC LUEDTKE: Nobody's proposing that.
CHAIRMAN JASON JARRETT: That's exactly what -- that's exactly what I'm trying to avoid by having this conversation.
GREGG STAHR: Yeah, no, and I do think





that you're -- that it is -- what you're asking for is pretty accurate. I mean, you're -- if there's the 15 feet plus the four we already have, we're at 19 feet, and again the turning radiuses do get smaller as the stalls get wider. And so, I mean, our biggest concern is the building shrinking, and obviously if we were able to create a configuration that does not certainly lose us another parking spot by making those stalls wider, and we also have to work with the power poles as well, because that could -- even though it only seems like 6 inches per stall, that could put us right in a spot where we lose one in between those two power poles. That would obviously be a significant problem. So, those are all the things we would have to look at. But I mean, if we are keeping the back wall essentially in line where it is, where we're proposing it, it's, I mean, something that we can look at in coordination with the site plan.
CHAIRMAN JASON JARRETT: But if I'm being honest --
GREGG STAHR: My name is Gregg Stahr. I'm with Studio 21 Architects.
CHAIRMAN JASON JARRETT: Thank you.





And if I'm being honest, I don't really have -- necessarily have an issue with the -- with the -- with the angular, but I understand that all of our village departments do, and that's something I have to take into account.
CRAIG ROSS: And just to comment on that in general, you know, again, this was based on neighbor feedback too, and again, you know, either the neighbors aren't going to be happy if it's angled or perpendicular or one of the -- or two or three of the departments isn't going to be happy, because we have people on both sides of it. But the neighbor feedback again that we got is they like the angled parking because that keeps people from exiting Princeton and then going towards their homes, right? It keeps them going towards Ardmore. The other thing, you know, again, besides the softer turning in and out that we thought would be better because it is a tighter alley, and you know, we thought that was great, but the third thing is that now our tenants aren't competing with each other coming from two different ways, and you know, one happens to come in through Princeton, the other one happens to come through Ardmore, and they





meet in the middle and one needs to get past the other one, now they've got to go around. So again, if we can keep all our traffic going the same way, we just thought that was then a safer and better route.
So, we don't really understand why fire -- or I'm sorry, not fire department, but the few of the village staff departments were against it. The first reason we heard is because we didn't have enough buffer zone behind them. When we were first originally here, we only had about a foot and a half, but we've increased that to four feet. They had asked for three. So, we haven't really heard a reason why. We've heard they are against it, but maybe Ellen or someone could say why they're against it.
CHAIRMAN JASON JARRETT: Yeah, okay.
CRAIG ROSS: I don't know. I mean, the only thing I heard is well it helps -- gives them choice and disperses traffic either way, but I don't think that's what we want. I don't think we want to disperse traffic towards Princeton. I think we want it to go towards Ardmore. So, to me, the only argument I've heard for perpendicular from the village staff is that

which I think is actually a negative.

CHAIRMAN JASON JARRETT: So, then I guess on this particular item, I would ask Ellen or anyone else from the village if they want to speak to that point. It's -- and state your name and --

MIKE GUERRA: I'm Mike Guerra. I'm the Public Works Director. So, I can speak to that a little bit. So, angled parking does prohibit visibility. You're backing up and you're backing up at an angle. The village wishes to keep that alley as two-way flow. And so when you do have perpendicular -- angled parking, you're backing this way, it (indiscernible) additional points of conflict that cannot be seen. People are backing into what now could be counter-flow if you're depending on which motion the traffic is going.

Additionally, I think the previous developments all proposed perpendicular parking that was there, that was approved, that was mentioned previously, and then also I know why residents want maybe traffic going one way. We've also heard the site visibility on Ardmore. There's other businesses that access the alley. Perpendicular parking allows for circulation of





traffic to be more mobile and provide for better flow of traffic and circulation throughout the building in that alley, because we do have several users. We do have a liquor store, we do have the funeral home, and we do have the other parking for the other tenants and the other buildings along that alley.

CHAIRMAN JASON JARRETT: So, as an example, that does make one point I hadn't really thought of. If you're a tenant and you come out and you see that liquor truck parked illegally in the alley --

MIKE GUERRA: You're stuck.

CHAIRMAN JASON JARRETT: -- your only choice is to either back out of the alley or drive through the funeral home parking lot, which they may need to protect. So, I can -- I can certainly see that aspect of it. Okay. Did you want to make any comments on that, Ellen?

ELLEN WEBER: I was just going to say one thing. Two-way traffic doesn't mean two ways at the same time. It's not wide enough. It just means the option to go either way depending on what's in the alley at that point in time.

CHAIRMAN JASON JARRETT: Okay, thank





you.

JUSTIN SHLENSKY: Because even if you're parking perpendicular, my preference would then have to be if I'm a tenant, I'd prefer them to back into the parking space so that I have the most visibility while I'm leaving my space exiting out onto the two-way. If I back in, in reverse from Princeton into the alley at an angle, it's going to be a little bit more complicated to park there, but I have visibility. But then my only direction of egress would be westbound on the -- on the alley so I would be exiting out onto Princeton. To staff's comment, to Mr. Guerra's comment, I do understand the concern of the conflict that a tenant would have backing out, because then you're reversing into both let's say ways of traffic on the alleyway and anyone that is driving west down that alley at the time that you're reversing, that's the first point of contact -- potential point of contact. The second point of contact is someone that's also driving eastbound on that down the alley as you're reversing. So, there's two separate ways that you may strike someone else.

CHAIRMAN JASON JARRETT: Yeah, okay, I





do appreciate that you've found a way to give the additional, whatever it is, two-and-a-half, three feet at the back. That's -- that is actually much appreciated.

CRAIG ROSS: And just to go more on that perpendicular, if it's perpendicular parking, I think you could almost guarantee 95 percent of the people coming in and out are going to be coming from Princeton, right? Because who would want to drive down a longer alley? Everyone likes to get out of alleys as soon as they can because they're slower and tighter.

So, I think if you're going perpendicular, everyone entering is going to be entering from Princeton and everyone exiting is going to be exiting from Princeton. So again then it's back to the neighbor issue.

CHAIRMAN JASON JARRETT: Yeah, and --

CRAIG ROSS: You know, who do we make happy? I think the neighbors, but you know, if we've got other, better reasons than we can go that way.

CHAIRMAN JASON JARRETT: Yeah.

CRAIG ROSS: And again, I know everyone keeps bringing up, you know, illegal activity

down the alley. I mean, it's illegal activity.
CHAIRMAN JASON JARRETT: No, I understand that.
CRAIG ROSS: It shouldn't happen. If it is, it's got to stop.
CHAIRMAN JASON JARRETT: And I understand that, and you --
CRAIG ROSS: Whether we develop or not, that shouldn't be happening.
CHAIRMAN JASON JARRETT: Yeah.
JIM OLGUIN: Chairman, just on that -- on that point, Jim Olguin, but one of the other items as far as like the -- you know, the truck deliveries but also their garbage truck, you know, would have to stop in order to get the garbage corral, so they'd be blocking the alley at that time as well.
CHAIRMAN JASON JARRETT: That would be very brief, but yeah, I do understand that there's potentials for there to be -- whether it's garbage trucks or whatever. I mean, cars meet head on in alleys every day and we figure out ways around it.
I mean, half of us will do it when we leave here today and go down the alley to the





neighborhood. Probably more than half of us, honestly, will go down the alley here, that's probably less than 15 feet wide with everyone having stuff close to it and fences up, and we'll get by. We might have to wait, we might have to be polite, we might even curse a little bit in our cars but we'll get by.
There was a question about snow removal. I know that the village is ultimately responsible for snow removal in the alley, and I assume like all other property owners, you would be contracting with a snow removal company for parking at the rear.
CRAIG ROSS: Correct.
CHAIRMAN JASON JARRETT: Just like the neighbors. Just like the buildings across the alley have to do.
CRAIG ROSS: Just like everyone along the alley does.
DON KASE: Mr. Chairman?
CHAIRMAN JASON JARRETT: Yes.
DON KASE: (Indiscernible).
CHAIRMAN JASON JARRETT: Please.
DON KASE: Where's your lease office at?





CHAIRMAN JASON JARRETT: We wouldn't have one. It's only 24 units so we wouldn't have one on site. It'd be off-site.
DON KASE: Okay. And how would you have access to the building? Keys or card reader?
CHAIRMAN JASON JARRETT: Both.
DON KASE: Tenants?
CHAIRMAN JASON JARRETT: Both.
DON KASE: Both? So, you'd be able to monitor the people who had car keys or whatever?
CHAIRMAN JASON JARRETT: Right, and there'd be cameras, too.
DON KASE: And what would it be to eliminate one of your garden apartments to pick up more parking?
CHAIRMAN JASON JARRETT: Well, we can't park on park.
DON KASE: No, underneath. Underneath if you eliminated one of your --
CHAIRMAN JASON JARRETT: It wouldn't work. You don't have the drive aisle for it.
CHAIRMAN JASON JARRETT: The depth isn't there in the lot.
CHAIRMAN JASON JARRETT: Right. We





would love to do that, but it doesn't work.
DON KASE: Okay.
MAN 2: Can you (indiscernible) row down the center or something to --
CRAIG ROSS: No.
CHAIRMAN JASON JARRETT: So, yeah, the question was putting an additional row down the center, but I deal with laying out parking lots speculative all the time, and I mean the side's tight. It is. And getting the parking indoors in a -- on a site this size in and of itself is pretty impressive and still having room to provide 10 additional spots at the rear. In a lot of markets, the entire base would be parking. And they -- I mean, you'd build closer to lot line to lot line and find a way to get an extra row in there. But I don't think anybody wants a dead parking structure on Park because that's what it would be. It would be -- you've seen it. It would be open vents, louvers, maybe some fake glass windows that are black but don't ever have light behind them. That would be even worse to my mind.
So, the additional question was -- I know you had -- so, we talked about the potential

for the pork chop drive working with engineering on that. You've expressed they -- that that's something that you'd be willing to provide if it keeps traffic from going south on Princeton to the degree that you can. We understand that you can't be there yelling like a traffic monitor and people do what they do. But we could try to create things that make it harder for people to do it, but we can't stop people from doing it.

MICHAEL ORLOWSKI: Can I -- can I comment on the -- we'll call it the half pork chop?

CHAIRMAN JASON JARRETT: Yeah, sure.

MICHAEL ORLOWSKI: So, the question that I have on that is so when the village has their events and they close off the streets and the only way to get there is from Princeton, how would a renter be able to access the parking garage if you're not allowing them to come from the south to turn in if Park is closed?

CRAIG ROSS: Well, two ways. Instead of closing Park on the west side of Princeton, they would have to close Park on the east side of Princeton. I mean, that would be one recommendation. The second is we do -- or they





do what we said they shouldn't do and they turn left that day or two because they have no option to go right.

CHAIRMAN JASON JARRETT: And --

CRAIG ROSS: But you know, I think just moving it, you know, 20 -- the cordoned off part of the street 20 feet east would be the solution to that.

CHAIRMAN JASON JARRETT: Yeah, do we -- do we ever close off west of Princeton?

MICHAEL ORLOWSKI: We have.

CHAIRMAN JASON JARRETT: Okay.

MICHAEL ORLOWSKI: For Summerfest.

CHAIRMAN JASON JARRETT: Yeah, I know we close off some of that for Princeton but I wasn't sure how far west, but I mean, that's -- it's an adjustment that can be made and there's --

MICHAEL ORLOWSKI: It was something --

CHAIRMAN JASON JARRETT: Yeah, no, it's a legitimate concern.

MICHAEL ORLOWSKI: It's a question. I --

CRAIG ROSS: Yeah, we saw the map for that and what they close off and that -- and when





we looked at it, like, well, it would make sense to move that to the east side of Princeton.

MICHAEL ORLOWSKI: And then I'll bring up --

CRAIG ROSS: I mean, they only lose 20, 25 feet.

CHAIRMAN JASON JARRETT: So, the --

MICHAEL ORLOWSKI: I have other questions.

CHAIRMAN JASON JARRETT: The other question that I have, and I think you kind of spoke to it, but in the staff report and somewhat in your -- in your presentation, you spoke of the ability to create additional permeable or semi-permeable space -- surfaces where you're currently calling for hardscape. I would assume that some of that would be at the rear of the building potentially, or what are your thoughts related to that?

And I'm not asking you for a specific calculation, but if not under the request for that variation, you could get closer to that with some additional permeable or semi-permeable spaces -- surfaces. And I assume you wouldn't have an issue with a condition to that effect if





we were to make a recommendation.

CRAIG ROSS: We can get closer to that. The -- and the reason why we didn't do that right out of the gate is using the permeable pavers isn't the greatest for -- in our opinion at least for commercial spaces. They do get beat up. They do sink. Snowplows do chip them up. They do become a problem. So we were trying to avoid putting them in heavy traffic, heavy plowed areas like the rear parking and like the driveway. We put them we think almost every everywhere else we could.

Could we add some by the trash enclosure where that leads out? Well, that -- you know that isn't a car driving on there. We certainly could do that. When we start adding them to -- you know, I think the parking would be the worst place to put them from a maintenance and from a durability standpoint. The driveway would probably be better. Is that option there? Yes. Is it a great option? Probably not. But you know, again, is this a -- you know, a negotiation, is this, you know, something we need to give and take? You know, we certainly can, but it's like, you know, where do we --

CHAIRMAN JASON JARRETT: Yeah, no, I understand.

CRAIG ROSS: -- where do we draw the line?

CHAIRMAN JASON JARRETT: And I guess the point is, you know, you're -- this is something you're specifically requesting a variation for.

CRAIG ROSS: A hundred percent.

CHAIRMAN JASON JARRETT: And we're trying to find a way to minimize the impact. Is that something that either Director Guerra or Ellen that you would like to speak to at all in terms -- I don't mean to put you guys on the spot, but the permeable surfaces and if you would like to see more or where? Because I do understand that, you know, these -- they do have their limitations obviously, especially under heavy loads.

ELLEN WEBER: Yeah. When Mr. Ross and I talked, we talked about if he did do permeable, it wouldn't be all the way to the alley because of plows coming through, but he's so close to meeting the threshold of 70 percent as the maximum impervious that I asked him to consider





it to try and lose another variance, and I think it would add an aesthetic at the rear of the building, so.

CHAIRMAN JASON JARRETT: Okay. Thank you. Okay. I think that's all of the direct questions I have. Does anybody else have questions?

MICHAEL ORLOWSKI: Yeah, I got -- I got a question for our public works.

CHAIRMAN JASON JARRETT: Mike doesn't usually have to come to these things. Thank you for coming out.

MIKE GUERRA: You're welcome.

MICHAEL ORLOWSKI: One of the concerns that was brought up by the public and that was the storm water, everybody that knows me knows I'm big on storm water. Do we know if the storm water piping in the area will handle what's needed?

MIKE GUERRA: So, as kind of already presented by Interim Director Weber, their plan is a preliminary plan. It's a preliminary site plan. All engineering details have not been finalized. That usually goes into final plan review where we review the engineering with





regards to storm water, storm water retention, those sort of requirements.

As presented in this plan, they are reducing some of the impervious with their plan, with the pervious pavers and stuff. And if you -- we follow the DuPage County storm water, but we also have an additional restriction. So, DuPage County looks at net new impervious, which this would be a reduction. However, our code does not look at that. We do look at new impervious and with tearing down the site and rebuilding that would kick in.

But that comes into the play when we start doing engineering review. As I said, like you do have stormwater runoff in terms of over surface. While that does have some pros by (indiscernible), we do have some cons by then piping directly into the system, so that ultimately comes down into what their final design is for handling that, and then that would be reviewed by our engineering department to ensure that we do not overload our system in a capacity that it cannot handle.

MICHAEL ORLOWSKI: And then the second part of that question is if I'm not mistaken as





far as waste water, sewer, all that would have to be approved.

MIKE GUERRA: Correct. With any commercial development, they would have to get state permits for both the connection of the water and the waste water, and that's when we come into calculations based on the usage, based on the number of units. It equates down to population equivalent, then we evaluate our sanitary sewers based on that. I do know on water we've started evaluating this and I think we've -- you can kind of see it on there. We do have some points of connections that are being proposed. I think we did guide them to Princeton for the water main, because we do have I believe a 10-inch newer (indiscernible) iron made on that which would be able to supply the water demand.

Sanitary, we would need to look at a little bit further if this advances to ensure the connection is to the proper location, not to cause additional issues.

MICHAEL ORLOWSKI: Okay, that was it on that.

ERIC LUEDTKE: Just a point of clarification, what was the work that was done

under Park recently? That wasn't just paving, that was some other structures down there; is that correct?

MIKE GUERRA: So, the majority of the work on Park was more of a payment rehabilitation.

ERIC LUEDTKE: Oh, okay.

MIKE GUERRA: However, we did have to relocate some hydrants which then worked into due to proximity of the water main, we did have to rework some of the sewer closer to Ardmore, and then the Meadery we did find their sanitary sewer connection was deficient and so therefore they repaired it at the time of construction of the roadway.

But that was auxiliary to the roadway construction and relocation of some storm sewer -- sorry, storm inlets. In order to achieve that work we did have to work minor on the water main on Ardmore and the sewer main.

CHAIRMAN JASON JARRETT: All right, questions? Additional questions up here? Because I mean, I'm sure we'll move into discussion and maybe have some more questions.

Okay. So, we're going to be moving to





discussion. During discussion, we'll probably have additional questions for you. I guess the -- what I would ask is this would be a point in the -- especially in a quick public hearing where we would allow you time to present any closing thoughts you might have.

We may come back to you, but is there anything you want to add before we start discussion up here?

CRAIG ROSS: No, I think we're good. Thank you.

CHAIRMAN JASON JARRETT: Okay, thank you.

All right. Discussion.

SUMIA SERENO: Excuse me, Jason. I had asked a question when I had came -- come up. Were you holding those until the end?

CHAIRMAN JASON JARRETT: What was the question specifically?

SUMIA SERENO: My question for the committee and Mr. Ross was that regardless of this project being profitable or not, could there be a different building project that could be erected on this site that would meet the current building code, all the current building codes.





CHAIRMAN JASON JARRETT: Yes. He did answer that, actually, and I believe his response was yes, that he could build a five-story building with I believe it was 32 single bedroom units and be to code. Yes. So, that's the answer to that. Whether or not that's profitable, I can't make that determination. It's not my place.

We're moving into discussion up here. So, okay. Whoever wants to start? I have thoughts, but I always hate to start.

DOMINICK ROMANO: I can throw out there where I feel I stand right now.

CHAIRMAN JASON JARRETT: That's good.

DOMINICK ROMANO: I can't get behind the parking variation, and that may be so. The apartment life may warrant a smaller kind of per capita car requirement according to statistics, but I have a hard time believing in suburban Villa Park that that's the way it's going to work in units that -- not to the designer's error but will invite more people than they're designed to hold. And I could see situations where even one bedrooms have two cars, and that may dissuade people, but it may not, and I think there's





precedent for whatever reason in our village we seem to have that occur with parking going over, so I can't get behind the parking variance as it stands.

That being said, some of the other ones, the side yard, the Princeton Avenue entrance and exit, I feel that's six of one, half dozen of the other because if it's put in the alley, yeah, you have a parking issue. But that's beside the point. People are still coming in and off, off Princeton into the alley. So, that -- that's a non-point.

I struggle with the impervious materials. I understand it's worse than it would be -- worse now than it would be after, but that doesn't mean that we can justify continuing to have it beyond where we want it to be according to our code. We do.

Villa Park has got water problems, we know it, and if this is the period of time where we can -- we can help and meet our code then we should.

Streetscape, you know, these variances that are created by the village I could -- I could account for. The build zone with the 13-

foot streetscape and the foundation landscaping I could give wiggle room for that, because they are just intricate things, and the triangle. It's a -- it's a visibility triangle. It's a weird corner street. The setbacks there, and especially with the build out that the -- they're willing to do, I think that's not as much of an issue as it would be in a normal squared off corner.

So, that's where I stand on where things are and the variances required.

CHAIRMAN JASON JARRETT: Okay.

Personally, since no one else jump -- is jumping up, I'm generally supportive of this proposal. I do think a setback at the south -- southwest corner would help a lot contextually if that's practical.

Personally, I'm back and forth on the perpendicular versus angled parking at the rear. I certainly understand staff's concerns, public works, and I'm leaning towards giving deference to them. I do understand, though, from the applicant's standpoint, the comfort, so to speak, of being able to pull in and out.

I don't necessarily think that the --





that that generates enough traffic to create a true one-way feel. But you do -- it does create some conflict potentially with the spaces that are angled the opposite direction across the way, that that would bring them more in line with each other. So, that one I'm kind of torn on. Personally, I don't have an issue with the request for parking relief.

I do think that by and large, these are the types of units that are going to appeal to either younger professionals or potentially empty nesters. It's -- you've got the Prairie Path amenity. I mean, I think as a cyclist, if I was to sell my house and stay in Villa Park, where would I want to live, and honestly, I'd rather be here than the train station.

And by way of comment, I just would stress that I live blocks from here. I bike past this sometimes four times a day. So, what happens here does matter to me and the safety of everyone's pedestrian cyclists does matter. It does matter to me, too. This is not some amorphous space on the far side of the village that I will never have to face. It's in my neighborhood.





So, I'm sure others up here can say the same thing. So, I guess that's kind of where I stand on it. And one thing that -- as I'm talking about living in this neighborhood, one thing that did just occur to me, Ellen, is that we do have comments from two individuals, including one of our trustee -- one of our commissioners. Could you read those into the record? Would that be -- or if you want to give them to me and I can? I mean, I kind of would prefer you do it, but I think they're both fairly brief. Those -- I should have had those read into the record earlier, but one of them is from a commission member who does live in the neighborhood as well, which is what made me think of that.

ELLEN WEBER: Okay, we had two written comments, one from a resident who lives on South Villa, and she wrote, "I'm responding to the notice of public hearing for the property at 27 West Park, Ardmore Flats. I am against the building of a four-story structure on that property. Three stories would be much more suitable for the neighborhood and the integrity of the Prairie Path and the businesses and





buildings within the area. Adding a brick facade all the way around would add to the warmth of the building and would fit in with the surrounding buildings. Future builds on the four corners of Ardmore and Prairie Path, MX-T -- MX-2, excuse me, the MX-2 zone, allowing for one to four stories will also intrude on the integrity of the Prairie Path. This build at 27 West Park will set a precedent for the area regardless and the difference of the zoning. As we know, builders can ask for a variance." And then she lines out variances. "The first parking, short six spaces. Eliminating the two units on the ground floor would give the project enough parking, which would include parking for guests because guest parking isn't being addressed. Garage entry on the side yard. Consider the above and it would allow for the parking garage entry to be from the alley as stated in zoning code. Losing parking was the concern of the garage entry on Princeton. Ninety percent of lot coverage instead of the 70 percent." No comment after that. "Streetscape from 0 to 10, minimum 13 is required." No comment. "Relief from exterior lighting, very vague." So she was replying, I want to

interject, from the original concept plan, because the lighting relief has been addressed. It does meet code for photometrics, Section 9.4.

CHAIRMAN JASON JARRETT: Yes, and just to clarify a point on that, I believe that they are proposing brick at least at the ground floor on all four sides.

ELLEN WEBER: "Relief from the visibility triangle. Why?? The corner of Princeton turning onto Park needs the visibility triangle, Code 9.31, and then the last such other and further relief?" Meaning what does that mean. "So my point, if all of these variances are in request, I would like to request for the village to request Ross Builders to build a three-story building with brick facade around the first floor for a better visual (or change the code.)" And then "(See attached picture of Downers Grove Fairview Project by Ross Builders, 18 two-bedroom units. This is a picture of the rear view. There is brick all the way around the building. This three-story building looks like it fits into a residential area a lot more than a four story." And she had a picture.

CHAIRMAN JASON JARRETT: Okay, yeah,





that was in our packet. So, we've seen that.

ELLEN WEBER: "The builders are requesting a lot of variances which sway from the code. I am confident that the Villa Park residents would be more happy to have the Union project 215 apartments and the Hawthorne project 348 apartment be an addition to the residential needs. Having the Ardmore project changed to a three-story building will be happily accepted by the residents in the area to help keep the Prairie Path and its integrity an incredible asset of Villa Park while still advancing as a village. Not sure if we are still labeled as eighth best place to live and 28th best place to raise a family, but wouldn't want to lose that status. What are the requirements to change the code? Sign petition? What? Or is it better or easier to just apply for variances? Thank you for your consideration."

CHAIRMAN JASON JARRETT: Okay, just --

ELLEN WEBER: And I did confirm with her that she wanted this as written in the packet, and she did.

CHAIRMAN JASON JARRETT: Okay. Just one quick response. I think all of -- most of





her concerns were addressed by previous answers from Mr. Ross, but one thing I would point out about a change to the code, even if we were to assume that there were changes that were warranted, the fact remains that they've applied under the existing code. So, if we were to change a code moving forward, it would not impact this this application at all. So -- and then there was one from trustee -- or chair -- Commissioner Calvert, I believe.

ELLEN WEBER: Who had a planned vacation already for tonight.

CHAIRMAN JASON JARRETT: Yeah.

ELLEN WEBER: So, "Thank you for the update. If possible, please share this information with the commission regarding the development." And the comment on thank you for the update, he asked me if the public hearing would lead to a vote and I said yes, it could. So, "Thank you for the update. If possible, please share this information with the commission regarding the development at 27 West Park Boulevard and how it compares to a development currently under construction by the petitioner at 5117 Fairview in Downers Grove," and then he has





a link to the agenda packet from Downers Grove.

"The lot size in Downers Grove is 0.61 acre, 26,709 square feet in a transit-oriented location. The building is adjacent to the metro parking lot at the Fairview Train Station. The lot in Villa Park is significantly smaller at 17,339 square feet. The Fairview Development on a larger lot has fewer units, 18 two-bedroom units. The Downers Grove location has multiple apartment buildings directly across the street and one of them is at least six stories high. But the 5117 Fairview Development was limited to a three story, two-bedroom, 18-unit development. The Downers Grove building was proposed and being built as condo ready. Villa Park should request the same. Condo builders will demand indoor parking. Lack of parking is the curse of any residential building and it will ultimately become an undesirable property without adequate indoor parking. Downers Grove received $136,852 in impact fees for the Park District and School District 58 and 99. Villa Park should demand the same."

So, in terms of that, we do not have an impact fee schedule in our code.

CHAIRMAN JASON JARRETT: Yeah, and that is something -- yeah.

ELLEN WEBER: Okay.

CHAIRMAN JASON JARRETT: Okay, thank you for doing that, Ellen. I should have done that earlier. Okay. Other comments up here, discussion?

MICHAEL ORLOWSKI: I'll throw my comments out there. I agree with Eric. I think the setback on that western wall would really improve it. I think that might help out a little with parking relief. Parking is my issue with the whole development, as far as the lack thereof the development -- or the lack of parking in the area. It sounds like Steuerle already has a parking issue with some apartments that are in the area I think. That should be addressed outside this meeting. If there's already an issue, it shouldn't be brought up here.

The area needs -- the area needs to be developed. It's starving for development. I'm a lifelong resident for Villa Park and, you know, sometimes you get a little gun shy and new development and if it's going to work, if it's going to fail, should we take a chance, should we





not take a chance, should we leave it like it is.

I think we should find something that works. And I'm -- it sounds like the developer's possibly looking in -- if we drop that western wall, I think that might smooth things out a little bit but without -- I don't know, without see the -- I'm a drawing type guy. I like to see a picture of it. But yeah, the parking to me, yeah, you can -- you can build a unit and if you got a parking issue, yeah, then it just makes a nightmare for everybody in the area.

ERIC LUEDTKE: Yeah, it's always -- it's always interesting when I -- when I think about the parking because it becomes a management issue, right? It becomes a -- becomes how the building lives and how the management takes care of their tenants. Obviously, Villa Park has its history of sort of management of buildings which we're used to.

So, yeah, it's hard. If they -- if they're managing it correctly where there's -- where there's no parking, no cars that are beyond the 32, I don't -- trying to -- trying to figure out a way why -- how that's sort of impacting the parking in the area. I -- outside of the





potential of guests coming to visit.

CHAIRMAN JASON JARRETT: Yeah. I mean the -- yeah. I mean, the reality is we don't allow street parking overnight. I mean, it's up to enforcement obviously, but again, we could argue about how good our enforcement is but that's not --

ERIC LUEDTKE: It's not in our purview.

CHAIRMAN JASON JARRETT: That's not -- it's A, not on our purview, but it's also not the responsibility of the applicant to, you know, to deal with street parking enforcement. So, Justin, Ken, Don, thoughts generally?

KENNETH JACKSON: I have an issue with the parking, too. Even if you've got one parking spot for every tenant that has a car there, they're going to have guests over. There's going to be overnight guests probably in today's society. There's definitely a parking issue.

I like, you know, that it wants to be developed, but there's not enough parking for I guess the needs of the tenants and their guests. That's my thoughts.

Because the six spots in the front on Park, they're -- you can't park there overnight,





right?

MICHAEL ORLOWSKI: Right.

CHAIRMAN JASON JARRETT: No, not by village ordinance. So, those would be I guess -- I mean yes, theoretically an overnight guest could. I mean occasional. There's a limit to -- you can apply through the police and I think they limit to a certain number of days. But there is -- there -- the police actually do have an online system for that, but there -- it is a limit to a number of consecutive days and I've had to do that a couple of times most recently when my sidewalk was being repaired. Yes, Don?

DON KASE: This would probably be for Ellen or Mr. Guerra. Is there's an option of cutting another six, eight spots like we did past Harvard over there for the park? For parking. By the park down on Harvard where the park is, we've got those --

MIKE GUERRA: Yeah. Are you speaking along the trail, the northern side?

DON KASE: Yes, yes.

MIKE GUERRA: That would have to go through the county. All that would have to be permitted as the county regulates the trail, and

so, that's the process involved. So, I can't really give a straight answer unfortunately on that, because it would be ultimately at the decision of the county to -- if that would be granted or not.

JUSTIN SHLENSKY: All right, I guess I'll comment. First of all, I just want to thank all the residents for coming out and the business owners for coming out today and speaking. I am on Facebook and have read through the super majority of the comments on I think what's happening in Villa Park, and laugh if you will, weird Villa Park is also on there. And I got to tell you, I much rather prefer having in-person meetings with concerned residents addressing us in person and/or writing into the village directly rather than would be social media keyboard warriors.

Kind of sick of all the misinformation that is spread on social media, and I guess I'll get off my soapbox on that, but I just want to say thank you so much for coming in person for those that previously came and had to go probably attend to their families or get ready for work.

I just got back from Ireland a day and





a half ago, so it's six hours ahead, so it's roughly I think 5 a.m. that time, so I apologize if I start becoming a bit more tired than I normally would be.

Overall, I concur with the majority of what has been said by my fellow commissioners. We need development in the area. What that development looks like has to start somewhere and it will continue.

The renderings by the petitioner were extremely professional and very well thought out. The curb cut at the northeast corner is a very nice touch and I appreciate the collaboration between the petitioner and staff. That is a very welcome addition to this plan.

The larger and wider walkway for the rear parking I also very much appreciate that. It shows that you've taking a lot of consideration for the tenants and for the use of the alleyway itself.

As for the parallel versus -- sorry, the angled versus perpendicular parking, that is not a variance request before us today. So, I'm going to limit most of my comments on the variations to the requests themselves and not





just my personal feelings on items outside of the variations themselves or the requested variations themselves.

Along the lines of that, the no left turn, this half pork chop conversation that we've been having, I'm indifferent to that. Commissioner Orlowski brought up a very good point of if the entrance -- the ingress and egress from Park is blocked off or from -- if the ingress/egress of Princeton is blocked off by Park by the village, does that cause a concern for then southbound traffic coming out of the garage? It's a very pertinent point. Probably goes to the fact that I'm indifferent because I would rather have options rather than limitations to that effect.

As for the parking, this is one that I struggle with. Just want to be very honest with staff, with the petitioner, and with the public at large. However, petitioner makes a very good point that narrows it down to very simple words that we all learn in economics, supply and demand. If the amount of units are -- sorry, if the amount of parking spaces do not provide the supply to the tenants, the petitioner will lose





those applicants as potential tenants and they will likely not rent there.

Hypothetically, that's an option. The other option is that they are jerk tenants, if you will, and they sign a lease anyway, they don't abide by the rules, and then it becomes an enforcement issue with not only the lessor applicant or whoever applicant sells to or management and the police department itself, but in my head it narrow -- I narrow it down to supply and demand.

The pervious lot coverage is also one that I struggle with, and to be very fair, if the -- if a motion was made unilaterally or in totality for an up/down vote on whether or not we would pass or allow all variances with all conditions at this time, I'd probably vote no.

Alternatively, if we went variance by variance, I would vote yes on some, I would likely vote not on the other. Other alternative is based upon the comments that Eric made about cutting down that fourth floor or cutting out that fourth floor a little bit versus finding other unique ways or creative ways to cut down on a parking variance, maybe tabling this for

another month is the best idea or is a viable alternative.

Landscaping, I know that we did have the catch all or petitioner was smart enough to have the catch all for such and other further relief as may be required. I know that an attorney in the audience pointed that out as well, that may be something that we can revisit, although I do feel that the conditions that staff put in there should find that to be sufficient.

So, once again, I just really want to thank the public for coming out today. If there are other commissioners that may feel that a motion to table is warranted -- warrant further -- I would be open to further discussion on that. I do want to give the petitioner a fair shake at this and let them bring us the best petition that they are comfortable bringing us.

I don't want to essentially say no to them off the bat if reasonable revisions can be made that do not impact the project itself, because I do disagree with a comment that was made that the commission at large is only looking at this for potential financial relief, because I disagree with that. I think that this is a good





plan and that relief is warranted because of the uniqueness of the building, the uniqueness of the fact that we will now have an extended corner that will, you know, get -- that will do away with the formality of the site triangle as written in the code. There is something unique that causes -- that presents a way to get over a hardship.

There are unique aspects and alternatives that can alleviate, as staff commented, village caused hardships. That's what this is for. So I disagree that we are only looking out for the developer's best intentions. And I don't want anybody to have that mentality of you're either pro-developer, you're anti-developer. We're looking at this in the totality of all the variations requested with unique collaborative alternatives. Thank you.

CHAIRMAN JASON JARRETT: Yeah. So, yeah, I mean that sounds like we kind of -- we're kind of in a position where we have three options up here. One would be -- well really two -- three. One would be to vote tonight with the application as it is. One would be to vote with the application with some conditions beyond what





we've discussed, rely on staff to sort those things out. That is generally speaking the way I prefer to proceed with most projects, because I like to keep things moving, but I do hear a lot of uncertainty up here in terms of vote, and I know there's some uncertainty -- I don't want to say uncertainty. There are some aspects that we've asked of the applicant that they're not sure if they can address or how they might address them.

So, I also know that Traffic and Safety is waiting for additional information theoretically before they make a final recommendation. We don't technically have to wait for that.

So, I guess then I do have one question for you, Mr. Ross. If we were to continue this to next month, would you be willing to explore some of the options that we've discussed? And we will -- before we recess tonight if that's the case, we will kind of run down a list of what we would like you to explore with staff and with your architect and bring it back in a month. I mean, theoretically we could try to schedule a public meeting, I mean a special meeting, but I





don't know how much time you would need to put something together. I mean, that would be the other option, would be to put something two or three weeks out, but the date -- the date of the next hearing would be July 14th. Today is the ninth. That's technically one, two, three, four, five weeks out. What are your thoughts on that?

CRAIG ROSS: Well, as you mentioned, you know, certainly time is of the essence. We already thought we were going to be on the meeting prior but you guys had a lot going on and Ellen had a lot going on so we couldn't make that meeting, so we're already pushed off a meeting.

And I should expand on what I was saying when you know -- you know is this a negotiation or how do -- you know, what I'm saying is that it's hard to agree to one thing without knowing the big picture, right? It's like you know can you add the impervious? Yeah maybe. Can you take away a unit? Yeah maybe. You know, can you -- can you do -- I can't do all of them, though, you know, is my point. And so I could agree to, you know, maybe one of the three or one of many. But when you're asking me those questions, that's why it's hard for me to say

yeah, we definitely can do that, because obviously you know, economic viability comes into play. At some point if we just keep having to chop away at the number of units or make the building smaller or add other things, then it becomes to a point where we can't do it if we agree to all of them.

That's why, you know, standing here today I can't agree to them on top of, you know, obviously we have to make -- logistically make sure they could be done.

CHAIRMAN JASON JARRETT: Right.

CRAIG ROSS: You know, so you know, and I think what you were getting at, you know, there's like you said three options. One, you know, you vote on the whole thing yes or no. You know, I'd prefer that not be the vote.

The second is we vote on -- you vote on them individually, the six variance requests. I'd be up for that. And I think the third option that I think you were kind of getting at is you vote on the six with contingencies on the one or two or three that, you know, things would be done by us to help, you know, make those happen is I think what you're saying.





CHAIRMAN JASON JARRETT: Yeah, and I mean, the --

CRAIG ROSS: And I would prefer option three out of all -- and then the fourth option I think you're saying is just table it obviously.

CHAIRMAN JASON JARRETT: To table it to the next meeting.

CRAIG ROSS: The third one is hard, though, as I think you're getting at. How do we put in words how --

CHAIRMAN JASON JARRETT: Right, and it's easy for us to do that when you're talking about requesting somebody landscape the base of a new monument sign. That's a pretty easy condition to write.

CRAIG ROSS: Right.

CHAIRMAN JASON JARRETT: Make sure it meets staff's requirement. Some of what we're asking for may be hard to condition and we understand that some of it may be hard for you to meet. Okay. So, I appreciate that response.

CRAIG ROSS: Sure.

CHAIRMAN JASON JARRETT: What are thoughts generally up here on the matter?

DON KASE: I'd rather vote.





CHAIRMAN JASON JARRETT: On the project as is? With the conditions -- a few conditions applied? I mean --

DON KASE: You keep putting all these developers off and keep on losing them all. I mean, we got to make up our minds what we're going to do here.

CHAIRMAN JASON JARRETT: We put off Garden Station for a month and they're demoing and hoping to build with a better product and they brought one. They came. But I do understand your concern and that's why generally my preference is to apply some conditions in addition to what's suggested by staff to help guide the petitioner and staff. So, I do understand that. That's how I tend to lean generally speaking as well.

KENNETH JACKSON: They said if we vote on them individually, he's still going to have to come back or we're just going to say no?

CHAIRMAN JASON JARRETT: We would -- we would vote on them individually and it would move forward.

KENNETH JACKSON: All right. (Indiscernible) forward.





MICHAEL ORLOWSKI: Let's do that.

JUSTIN SHLENSKY: My -- I guess my concern or question about breaking them up individually is how do we then propose the conditions that staff has listed out if we do break it up individually?

CHAIRMAN JASON JARRETT: And the complexity of that is that a negative recommendation on one could -- assuming that the board takes it up could make the rest of them -- as an example, a negative vote on the number of parking spaces could make the project as a whole difficult to facilitate at all, which, you know, that's -- how much time do you think you would need realistically to explore some of the options if we were to hold a special meeting in say two or three weeks? Is that too fast? I'm trying to find a middle ground here, guys.

CRAIG ROSS: (Indiscernible) appreciate that.

MICHAEL ORLOWSKI: Putting the pressure on.

CHAIRMAN JASON JARRETT: Because I know that we've got people up here that are -- that are probably not going to vote for it without --

I mean, we may have some who don't vote for it whatever you bring back, that's always a possibility.

CRAIG ROSS: Right, right. I mean, you know, to Commissioner Kase's point, I mean, we'd like to know if it's going to happen or not at some point, you know? And we've put -- done a lot of changes. We've put a lot of time and money into it. We're getting to the point where it's like, well, geez, you know, we got to figure something out here.

CHAIRMAN JASON JARRETT: I appreciate that. I do.

CRAIG ROSS: So, we are kind of at that -- at that point. At the same token, you know, it's hard -- are we close? Are we far? You know, no one can say, you know, what are the things we're looking for? I mean, I think you said, you know, pushing in that west side, losing a unit there.

CHAIRMAN JASON JARRETT: We would not -- we would not leave here tonight without giving you a list of what we're looking for.

CRAIG ROSS: If you -- yeah, if you can give --





CHAIRMAN JASON JARRETT: To the best that we can.

CRAIG ROSS: So, I think Gregg can answer that question after you give us that list.

CHAIRMAN JASON JARRETT: Okay.

CRAIG ROSS: You know, if you say, hey, these are the three, four things we need you to explore, then I think Gregg and I can come back and say okay, yeah, we can get back to you in two weeks, three weeks, or not at all.

CHAIRMAN JASON JARRETT: So -- okay. So that -- I appreciate that. So I'll get back to you.

CRAIG ROSS: We just need to know the scope.

CHAIRMAN JASON JARRETT: Yeah. So, my question is for those up here that are currently not comfortable with the parking variation as it stands for six parking spaces, is there a number between 32 and 36 that you're more comfortable with? If it's a loss of a unit --

CRAIG ROSS: (Indiscernible) and that's exactly what we've been looking for, right? Because if we can put numbers on these things, then it makes more sense, right? If someone says





no, you got to have 40, then we know let's not waste any time, right?

CHAIRMAN JASON JARRETT: Yeah, right. And I can't bind anybody to a vote. But let's say they lost two bedrooms and it's 34 instead of 36, does that change your vote on the project at large? I mean, this is -- I mean there -- it's clearly trying to thread a needle, and our recommendation is not binding so holding them up forever is not good as Commissioner Kase has alluded to, but there are some things that I think whether it's bringing that west wall on the third -- fourth floor in and potentially losing a unit, a couple bedrooms, that brings the parking a couple short, three, four short.

ERIC LUEDTKE: Correct. We're talking a variance of six. Six is the number, right? That's the one we should be looking at. So, the number, is it six? Is it four? Is it three? Is it one? Is it -- I need a plus three. I mean, what are we -- what are we talking here, right? That's the -- that's the conversation.

CHAIRMAN JASON JARRETT: And --

ERIC LUEDTKE: Regardless of --

MICHAEL ORLOWSKI: I'll go with 34. I





--

ERIC LUEDTKE: The number is between six and zero.

DOMINICK ROMANO: Three.

CRAIG ROSS: (Indiscernible).

DOMINICK ROMANO: Thirty-four parking spots.

CHAIRMAN JASON JARRETT: So, three is the number you're comfortable with.

DOMINICK ROMANO: If you could cut the variance in half would be a --

CHAIRMAN JASON JARRETT: Three is a number you're comfortable with. Mike --

DOMINICK ROMANO: Mike, are we on the same page?

CHAIRMAN JASON JARRETT: -- is three a number you're comfortable with?

MICHAEL ORLOWSKI: Yeah.

CHAIRMAN JASON JARRETT: Three -- a variation of three spaces?

ERIC LUEDTKE: Three works for me.

CHAIRMAN JASON JARRETT: Okay. So, what you're hearing up here, and I'm telling you this is not binding, if that was a variation to three instead of six, bringing that west wall in,

finding ways to -- and I understand there's engineering involved. And some surfaces don't work well in certain situations. Some things are not good in all weather. Some things don't hold weight well. I get that. Ways to create a little bit more impervious surface. I know that was an issue with a couple of people, some not so much.

And then I guess the last one up here for us to discuss is perpendicular versus angled parking.

JUSTIN SHLENSKY: But that's not a -- that's not a variation request.

CHAIRMAN JASON JARRETT: It's -- well, it's not, but they're asking for --

KENNETH JACKSON: Could they gain another spot out of doing that though?

JUSTIN SHLENSKY: Of going -- of going perpendicular?

KENNETH JACKSON: Then that would get the parking variance down to three.

JUSTIN SHLENSKY: I struggle -- I struggle with that because --

CHAIRMAN JASON JARRETT: I understand that that's not necessarily -- yeah.





CRAIG ROSS: (Indiscernible) bringing it down three parking spots. Maybe we go perpendicular. Maybe that's how we get it, you know? It's up to us, right?

CHAIRMAN JASON JARRETT: Yeah. So --

CRAIG ROSS: We'll weigh all the options.

CHAIRMAN JASON JARRETT: Hearing that, how much time do you think you need?

CRAIG ROSS: I guess my question is -- I guess my question is two weeks, three weeks, or five weeks? Because four weeks is pointless, right?

GREGG STAHR: Three weeks.

CHAIRMAN JASON JARRETT: Three weeks? So, what date is that?

ERIC LUEDTKE: June 30.

CHAIRMAN JASON JARRETT: June 30th.

JUSTIN SHLENSKY: Well, staff, will we have enough time on staff's end for that?

ELLEN WEBER: I this so. I have three other cases to write, so time is very precious. I do have one other question. We -- did we talk green roof at all? Is that something you explored?





CRAIG ROSS: We said that we were going to look into at some point, but after, you know, we start the building process.

ELLEN WEBER: Okay, so possibility.

CRAIG ROSS: Permitting process, I should say.

ELLEN WEBER: Okay. What date would that be, please?

CHAIRMAN JASON JARRETT: That would be June 30th.

ELLEN WEBER: Thirtieth you said?

CHAIRMAN JASON JARRETT: I mean, technically we could make it any day, but Thursday's the day we usually hold the meetings, so.

ELLEN WEBER: Okay.

CHAIRMAN JASON JARRETT: And we wouldn't want to conflict with another commission meeting or something.

ELLEN WEBER: Because July 3rd then is --

MICHAEL ORLOWSKI: I'll be unavailable.

ELLEN WEBER: It's that weekend, right? It's that Sunday or Monday?

DOMINICK ROMANO: That's correct.





CHAIRMAN JASON JARRETT: That's Monday.

ELLEN WEBER: Monday. Oh, I said July 3rd because that's my birthday instead of July 4th. Please strike that from the record. Yeah, I'm sure we'll make it work. The question is if we're republishing or not, we still have time to do that also, if we want to publish it one more time just to add that variation on the landscape.

CHAIRMAN JASON JARRETT: I guess it wouldn't hurt --

ELLEN WEBER: Right, I agree.

CHAIRMAN JASON JARRETT: -- if we have the time to do that.

ELLEN WEBER: We would.

CHAIRMAN JASON JARRETT: So, are we -- so we're leading towards that. Pretty much everybody up here wants to review before they vote with those changes in three parking spaces. I mean, alternately it's to ask conditions and ask staff to review it. I mean, that's the other alternative, which we've done, but this is a large -- I mean, this is a project of -- I hate to say it's of great magnitude, but it's of great magnitude to the people who live next door to it, and it's pretty great for Villa Park. And four

months ago it would have been the biggest project in the village.

DON KASE: Right.

CHAIRMAN JASON JARRETT: Is that what I'm hearing up here for consensus?

MICHAEL ORLOWSKI: Yeah, I won't --

CHAIRMAN JASON JARRETT: You won't be here?

MICHAEL ORLOWSKI: I won't be here.

ERIC LUEDTKE: But I'm on that -- I'm on this route, correct? Yeah.

CHAIRMAN JASON JARRETT: Okay.

CRAIG ROSS: I mean, let me ask you this. Obviously the -- you know, the next village board meeting would be what kind of dictates all of this. If it pushes it off to the next meeting, then it doesn't really matter if we do June 30th or --

ERIC LUEDTKE: Well, they meet twice a month.

CRAIG ROSS: Oh, they meet twice a month. Okay. Got it.

ERIC LUEDTKE: So, there's a helpful sort of cycle there to --

CRAIG ROSS: Okay. And then we'd also





need to know deadlines for Ellen, you know, as far as you said three weeks but does that really mean we need to get things to Ellen --

ELLEN WEBER: I can't cut it as close as I did this time. Thank you, please. Yeah. Yeah, can you go to July 14th?

JUSTIN SHLENSKY: Yeah, or just vote it now.

MICHAEL ORLOWSKI: Yeah, or vote it now.

JUSTIN SHLENSKY: Just pull the Band-Aid off.

DOMINICK ROMANO: We're kind of all in that consensus now anyway.

CHAIRMAN JASON JARRETT: Yeah.

ELLEN WEBER: Yeah, I was going to say we can't move the other case. We can't move any other case to the seventh -- well, if we went to July 7th.

CHAIRMAN JASON JARRETT: We could move our text amendments. We could continue that, because I'm really not feeling that this evening.

ELLEN WEBER: Right, well, and the 225 West Stone we could reopen and continue to the 7th too. I just don't want them all on the 14th





is the thing.

CHAIRMAN JASON JARRETT: Yeah.

ELLEN WEBER: The text amendments I don't think will -- these are ones you've all agreed upon. I think we should move forward with that motion. You had a unanimous last meeting on them.

CHAIRMAN JASON JARRETT: Okay. So the -- you said you think we should do that this evening? Is that what you said or --

ELLEN WEBER: Yeah, was on the agenda --

CHAIRMAN JASON JARRETT: I mean, it should be quick.

ELLEN WEBER: Yeah.

JUSTIN SHLENSKY: So, we're moving it to the 7th?

ERIC LUEDTKE: We don't know yet.

MICHAEL ORLOWSKI: Don't know yet.

CHAIRMAN JASON JARRETT: Well, the 7th doesn't help us much, right?

MICHAEL ORLOWSKI: Right, no. We can do the 14th.

CHAIRMAN JASON JARRETT: Because we're already going to be here the 14th.





MICHAEL ORLOWSKI: Right.

ELLEN WEBER: It helps me, though.

CHAIRMAN JASON JARRETT: It helps you, though.

MICHAEL ORLOWSKI: Right. Oh, I'm sorry.

ELLEN WEBER: Yeah.

CHAIRMAN JASON JARRETT: Yeah.

ELLEN WEBER: To have two meetings back-to-back, I know, but --

MICHAEL ORLOWSKI: When would this --

CHAIRMAN JASON JARRETT: Village board meetings in July would be 11th and 25th?

JUSTIN SHLENSKY: Twenty-fifth.

ELLEN WEBER: And my items are due to the village board the Wednesday prior.

CHAIRMAN JASON JARRETT: And I guess we don't have to do a Thursday. We just can't do it on a day when this --

ELLEN WEBER: Trueness, yes.

CHAIRMAN JASON JARRETT: -- when this is occupied. I don't want to drag this out. That's the thing. But I don't think the recommendation is going to be positive as it stands right now. I mean, I don't know. I'm

just -- I mean, I know where my vote is, but -- and I think those subtle changes make a huge -- especially the bringing the west wall in would make a big difference to the project and I'd hate to move it forward without that.

I know, Mike, you can't be here for the 30th, but --

MICHAEL ORLOWSKI: No, I'll be doing a --

CHAIRMAN JASON JARRETT: But you've essentially expressed that if we were to move forward with that, you were comfortable with three.

MICHAEL ORLOWSKI: Either way you'll get my opinion.

CHAIRMAN JASON JARRETT: Don, could you be here on the 30th, you think?

DON KASE: Yeah.

CHAIRMAN JASON JARRETT: Everybody else?

ERIC LUEDTKE: Okay.

CHAIRMAN JASON JARRETT: And I know that's tight, but

ELLEN WEBER: Okay.

CHAIRMAN JASON JARRETT: -- you think





you can do it? Keeping in mind that -- keeping in mind that we're really going to be addressing -- in that public hearing too we're going to be addressing the changes that were requested and not -- I don't imagine it's going to have wholesale changes over the whole development that we have to re-review.

ELLEN WEBER: Right. There's -- we're talking about 35 bedrooms, right, from 38 to 35 bedrooms. They're bringing the west wall in, looking for more ways for impervious surface.

CHAIRMAN JASON JARRETT: At least examining the pork chop. I mean, I still think even with the possibility of Park being closed, the reality is Ardmore is closed for Summerfest too. So, I mean that's another reason that the perpendicular parking may work better than -- Ardmore is just as likely to be closed for Summerfest as anything else. So, that may be -- so you have the setback, the permeable paver, permeable surface, the pork chop, perpendicular parking, and the reduction in bedrooms by three. That's where we're at?

(Overlapping speakers)

CHAIRMAN JASON JARRETT: Right, it's





the parking variance. Yeah, you're right, you're right, you're right.

ERIC LUEDTKE: (Indiscernible) bedrooms but all we're worried about is this (indiscernible) --

CHAIRMAN JASON JARRETT: Right, but it's reduction in bedroom -- right? Yeah. It's get --

ELLEN WEBER: In terms of the perpendicular too, because we have the parking across the way, we probably could do a lesser drive aisle a couple of feet. Public works is willing to consider, and if we looked at that four foot, there's still a little room to move -- maneuver in there on the perpendicular, we just think it's better for the neighborhood because this group wants it this way and that group wants it this way, and it creates more flexibility for all, so.

CHAIRMAN JASON JARRETT: I know it's a sprint, but I think -- I think we'll end up with a better product and one that's probably going to have a recommendation up here where I'm not confident that that would happen right now. And --





ELLEN WEBER: So, June 30th with those changes?

CHAIRMAN JASON JARRETT: Does that work?

ELLEN WEBER: You need a motion then, correct?

CHAIRMAN JASON JARRETT: Yeah. So, I would make a motion to continue this item to June 30, 2022 at -- we're going to do 7:30?

ERIC LUEDTKE: Yes.

CHAIRMAN JASON JARRETT: 7:30. There will not be further notice on that. If it's -- if the motion is approved, I just want that to be clear to everybody, this is the notice of that -- of that movement. You know what you need from us?

CRAIG ROSS: I think I got it. The only thing is the date if Ellen could -- if Ellen could help us out? You know, I know June 30th is the meeting and that's great, but when do you need things from us, and what?

I mean, I know we agreed to three weeks but we're not sure what we're --

CHAIRMAN JASON JARRETT: I think we're -- I think we're talking site plan and fourth

floor plan and maybe the -- maybe the new west elevation. I mean, I don't think we need a new rendering.

ELLEN WEBER: The engineering is still --

ERIC LUEDTKE: Well (indiscernible) rendering, yes.

CHAIRMAN JASON JARRETT: Well, yeah, okay. The architect --

ERIC LUEDTKE: The west elevation would be the same one that we have.

CHAIRMAN JASON JARRETT: The architect -- the architect says we do and the village board is probably ultimately -- the village board's -- the village board's ultimately probably going to want one that matches the elevation anyway. So, you'll have to do it at some point.

CRAIG ROSS: So, site plan, west rendering, fourth floor layout.

CHAIRMAN JASON JARRETT: I --

ERIC LUEDTKE: Assuming that's the way you achieve that, correct, yes.

CHAIRMAN JASON JARRETT: Right, yes. Whatever you need to put together to show us the changes and how they fit.





CRAIG ROSS: And Ellen, when would you need those three items by?

CHAIRMAN JASON JARRETT: Let's -- we can work that out after the -- unless you think you can't do it.

CRAIG ROSS: Well, you know, if she says tomorrow then we got a problem. We can't do it.

ERIC LUEDTKE: We'll give you the weekend.

CRAIG ROSS: Thank you. We can go to the office right after this.

ELLEN WEBER: 17th or 18th. Gregg?

ERIC LUEDTKE: That's a week.

CRAIG ROSS: Yeah, nine days. I knew three weeks would turn in -- yeah, I mean, it is what it is. Nine -- we're going to pick the 18th you said 17th or 18th.

MAN 4: It's what we do.

ELLEN WEBER: I work until midnight for you.

CRAIG ROSS: I know --

CHAIRMAN JASON JARRETT: So, we are technically still on the public record and the court reporter might be trying to transcribe some





of this, so.

CRAIG ROSS: Got you.

CHAIRMAN JASON JARRETT: It's late, we're getting loopy, but.

CRAIG ROSS: Right, right.

ELLEN WEBER: So, you have a motion to continue to the 30th with changes on parking, west wall, impervious surface, pork chop, and consideration of the alley parking. They will get their items to me by the 18th. Minimum new west wall rendering and a site plan, fourth floor layout if that turns out to be -- whatever layouts are affected, a new --

CHAIRMAN JASON JARRETT: Yeah.

ELLEN WEBER: -- floor layout.

CHAIRMAN JASON JARRETT: Yeah, so that would be -- that would be the motion that I would be making. Does anybody -- Is there a second?

JUSTIN SHLENSKY: Second.

CHAIRMAN JASON JARRETT: Okay, we have a second. Or actually you're the motion.

JUSTIN SHLENSKY: Okay, I will make the motion.

CHAIRMAN JASON JARRETT: Okay. All the way from Ireland. We have a motion from





Commissioner Shlensky. Is there a second?

DOMINICK ROMANO: I'll second.

CHAIRMAN JASON JARRETT: Second. That's from Romano on the other end. I'm forgetting names at this point. Okay. All in favor of --

IN UNISON: Aye.

CHAIRMAN JASON JARRETT: Any opposed? Okay. So, that will be continued to June 30th. There won't be additional notice. Actually, we will be publishing notice to clear up the variation -- the specificity of the variation, and then I know there aren't many people here left, I'll explain when we get there, but we will be limiting -- when we open the public hearing we'll be limiting questions/comments to the degree feasible to what has changed since we were here last because this was a long hearing.

I appreciate anybody who's still here. I appreciate those who were here until 15 minutes ago. So, we'll see you guys in three weeks and that is the end of that public hearing for this evening.

CRAIG ROSS: And that's 7:30 also?

CHAIRMAN JASON JARRETT: Yes, we'll do

7:30. That should get you on the -- if -- that should get you on the first meeting in July of the village board, I think.

CRAIG ROSS: Okay.

CHAIRMAN JASON JARRETT: Whereas our next -- as our next scheduled meeting would push you to the end of July, I think.

CRAIG ROSS: Right.

JUSTIN SHLENSKY: They should be on for the -- that first meeting in July.

CHAIRMAN JASON JARRETT: Yeah, so we have text amendments which I think we can get through pretty quick, but I need a quick break.

JUSTIN SHLENSKY: I need a five, yeah.

CHAIRMAN JASON JARRETT: So I'm going to request a -- we'll make it a 10-minute recess, and then we'll get through the text amendments real fast. Ellen wants to get those wrapped up. We'll be back in 10.

(Recess)

CHAIRMAN JASON JARRETT: All right. So, we are back in session here. We're going to be going through Petition PZ-22-0006, village code amendments to Zoning Ordinance Appendix C, which we've talked about in previous meetings





including a public hearing, so we're actually reopening the public hearing.

ELLEN WEBER: Do we need a motion to reopen?

MICHAEL ORLOWSKI: I'll make the motion to reopen.

CHAIRMAN JASON JARRETT: We have a motion to reopen.

ERIC LUEDTKE: Second.

CHAIRMAN JASON JARRETT: Second. All in favor?

IN UNISON: Aye.

CHAIRMAN JASON JARRETT: All right. We're reopened. Fill us in, Ellen.

ELLEN WEBER: Okay, so taking one more smaller bite of the apple, we did publish for a longer list of text amendments. We discussed them on May 12th. There were some that there was great certitude and consensus on, so I've brought those back to you this evening in a redline version, and then I will ask you to continue the remainder that had been published. We'll continue them to the July 14, 2022 meeting. And that will include accessory structures, the scrivener errors in the Section 4 MX districts,





and there are a few other small things like sidewalk width.

So, all of these were under consideration in the public notice printed on April 27th, and so those are the ones we're discussing here. One is the driveway widths be made consistent across a couple different sections at a minimum of 9 feet measured at the property line and that driveways and street yards leading to off-street parking in rear yards may not exceed 12 feet in width when they lead to one parking space or 24 feet when leading to two or more spaces. And then the other section of the code indicates just so that you're aware a maximum of 30, whichever is less.

Circular drives, this was one that Director (indiscernible) had brought up, that circular drives be 12 feet in width, that -- so widening it a little bit, and that low evergreen shrubs be installed and maintained along the length of the circular drive. I think we lost something there. It's going from 10 to 12. We lost the redline.

JUSTIN SHLENSKY: And just for clarification, the -- and for the board as well





once they see this, evergreen in line item D is a term of art and not a type of shrub.

ELLEN WEBER: Okay.

JUSTIN SHLENSKY: It's not a specific like --

ELLEN WEBER: So, should I -- I should find a genus name for --

JUSTIN SHLENSKY: No, that's the inverse of what I'm saying. Evergreen is a term of art. It's -- it allows for a variation of different types of genus of the plants.

ELLEN WEBER: Oh, yeah, yeah.

JUSTIN SHLENSKY: Versus like capital E of evergreen would be a very specific type of plant. I just say that now because a board member has brought that up to me and I said, no, we're not saying you can only plant one type of shrub.

ELLEN WEBER: Thank you. I will make sure that goes into the memo.

Okay. The second element is lot coverage, and this is something that got cut out, but it refers folks to a table and deletes that first sentence in B, because the table had recently been updated that there's a maximum of

50 or 60 percent in the R districts based on which district you're in.

The next one is the specifications on pavement, and this is a little different than what you found, but Director Guerra has indicated this is what it should read. This is best practice. So, going from a 2.5 to a 3-inch surface course and from 4 to 5-inch cement concrete.

CHAIRMAN JASON JARRETT: I trust the director that those are the adequate numbers.

ELLEN WEBER: So, we did make a little change on this at the visibility triangle. We had talked about just exempting out all of the districts, and then Director Guerra and I talked about it, and there may be some instances where we could still do the site triangle. So, we thought it would be best to just say in the C-1, C-2, and MX districts, the determination of visibility triangle shall be reviewed by the village engineer and determined by the Director of Public Works. So, we can get them as often as we can get them. Rather than just exempting them all out, we thought that was more prudent.

CHAIRMAN JASON JARRETT: I'm





comfortable with that, because there can certainly be situations where a site triangle is warranted at some intersections.

ELLEN WEBER: Mm-hmm. And where we can achieve it.

MIKE GUERRA: I'd like a clarification, is with the zero lot lines, we would have locations where the parkway is narrower, where that site triangle may be more important, particularly like on St. Charles where you have high traffic volumes. We may look at new development. We may want that (indiscernible) to be determined where other instances with the parkways large enough, that variance of not needing that site triangle would be then waived.

CHAIRMAN JASON JARRETT: Yeah, I could completely see that, especially if you have high traffic and narrow parkway.

MIKE GUERRA: We just had concerns of safety. We didn't want to completely --

ERIC LUEDTKE: Yeah, I mean at Ardmore and Park, I mean, when you get to an acute angle, right, where you -- in an MX, right, you would -- that would be a more --

CHAIRMAN JASON JARRETT: Yeah.





ERIC LUEDTKE: An opportunity to make sure that we're --

ELLEN WEBER: Well, we will work to get them as often as possible, and it gives the flexibility here, but --

CHAIRMAN JASON JARRETT: That makes sense.

ELLEN WEBER: Mm-hmm. So, the next is the driveway visibility triangle, and here's two examples showing. On the left here is the Kenilworth townhomes, and you can see how the fence goes all the way to the -- to the lot line, but at the library on the east, we pulled it back a little bit.

So, the code reads whenever you've got an RS district up against something else, it should go to the lot line, but there's times like the library where you don't want to block that view. So, again, we're suggesting that that be determined by staff. And zoning administrator right now is the director of community development, but it may not always be, so it's written this way.

CHAIRMAN JASON JARRETT: All right. That's the --





ELLEN WEBER: And again, it's just to avoid a conflict in code and make the decision based on best practice. And then I have the two sections in here showing what they -- how they were worded, the two sections that might conflict.

The next then comes from public works, and these were definitions of lot coverage. So, you can see we've talked about how originally or in the last version of the code, lot coverage was just the building measured against the lot and now we're adding impervious surface. We're expanding out things that would be counted into the lot coverage, and again, the director of public works will have the final say on whether it is truly semi-impervious, or you know, permeable based on best practices and guidance with the DuPage code that we administer. Anything else on that, Mike?

MIKE GUERRA: No, that seems pretty straightforward and I believe we reviewed those going back almost to the beginning.

ELLEN WEBER: You have. This was one that we -- I think folks thought was in and it got cut out of one or your text amendments.

Here's another one on that, and again, it's that concept of semi-pervious, allowing that to be -- decision to be made by the village engineer based on best practice.

CHAIRMAN JASON JARRETT: Yeah. Some of those should have gone in with the ordinance related to residential --

ELLEN WEBER: Correct.

CHAIRMAN JASON JARRETT: -- lot coverage.

ELLEN WEBER: When you expanded it to 50 or 60 percent. So, here's your considerations on approving a text amendment, that it's legislative discretion not controlled by one standard, and is it in conformity with policy and does it correct an error or inconsistency, and each of these do that.

So, we recommend approval of the text amendments outlined above. I've detailed them briefly here. And then when it goes to village board, they will have a total redline to look at, but if you were so inclined, do you want me to read these or do one of you want to read it?

CHAIRMAN JASON JARRETT: We can -- I think we're probably going to have a motion





pretty quick, so there's no need to read it twice.

ELLEN WEBER: Go for it.

CHAIRMAN JASON JARRETT: So, before we make a motion, are there any concerns on any of the issues that Ellen presented? So, then --

JUSTIN SHLENSKY: So, my question though is that if -- based upon the recommended motion language that you have, it's to approve the tax amendments as detailed below but then further at the end of the same petition is to be continued. Is there -- there's no conflict of us providing portions of the text amendment at this time but continuing the entire petition for another date?

ELLEN WEBER: I don't believe so. I was planning on brining -- I'll check with the village attorney, but I don't believe so, which is why I did it. I will then --

JUSTIN SHLENSKY: Or perhaps our president could speak to whether or not the board would consider the text amendments --

CHAIRMAN JASON JARRETT: Well, I mean, I think it's -- I think it's a legal thing more than anything. I think it's probably okay, but





if it's not, I mean, we could always republish the text amendments for the 10th time, but --

ELLEN WEBER: My thought was that breaking it into two events and agenda items for the village board would be preferred anyways.

NICK CUZZONE: Yeah, this is President Cuzzone. Yeah, I would definitely talk to the village attorney, because I know when the original text amendments came up for containers, I believe, it was done a little bit incorrectly, which made it real difficult and that's why it kept coming from the board back to you guys. So, yeah, I would definitely have the village attorney see how the best way to address that so we don't have -- it comes to the board and then the board decides, well, we're going to make some changes but other changes, and then it comes back to you guys again. So, yeah, definitely --

CHAIRMAN JASON JARRETT: Yeah, this was noticed as specific text sections, correct?

ELLEN WEBER: Each of the sections identified here were in the notice.

CHAIRMAN JASON JARRETT: Okay, so --

ELLEN WEBER: Yeah, and I can republish for the accessory structures, too, if the village





attorney deems that most appropriate.

CHAIRMAN JASON JARRETT: Yeah. So, what is the item that's being continued? Is -- I might have that. No, I left that at home.

ELLEN WEBER: Continued discussion of accessory structures, scrivener's errors in Section 4 MX District, and the remainder of the items that were included in the legal notice published on April 27th.

CHAIRMAN JASON JARRETT: That's --

ELLEN WEBER: That was how I summarized it.

CHAIRMAN JASON JARRETT: Okay, that -- so that makes sense.

ELLEN WEBER: And then the legal notice is on Page 1 and 2, so you can see what's there.

CHAIRMAN JASON JARRETT: So, then let's make two motions.

JUSTIN SHLENSKY: Okay.

CHAIRMAN JASON JARRETT: I don't think -- I mean, I think it's kind of unnecessary maybe to have two votes but let's -- I guess let's do it that way.

JUSTIN SHLENSKY: I think I can knock this one out for you.

CHAIRMAN JASON JARRETT: So, the first would be to recommend below as it's worded and then the second would be to -- and we'll do these separate, to continue and then Ellen has it worded very well on Page 1, second bullet point.

JUSTIN SHLENSKY: Okay. So, I'll make a motion to approve the following text amendments of PZ -- of Petition PZ-22-0006 as follows. Article 7, Parking, Section 7.8.4, amending driveway width at property line and garage. Article 7, Parking, Section 7.8.5, amending width of a circular driveway and requiring low-growing evergreen shrubs along the length of the circular drive. Article 7, Parking, Section 7.8.7, driveway design, cross-referencing lot coverage requirements with Table 2-3, lot and building regulations R districts.

Article 7, Surfacing, Section 7.9.4, parking area design amending the minimum specifications for driveway construction. Article 9, Section 9.3.1, intersections, amending requirements for visibility triangles such that the determination of requirement on corner lots in the C-1, C-2, MX-1, MX-2, and MX-3, MX-T, MX-R1, and MX-R2 districts shall be reviewed by the





village engineer and determined by the director of public works.

Article 9, Section 9.1.5C, landscaping and screening provides that when a conflict in regulation exists, requirements for solid screening along the entire length of a property line separating residential and non-residential property, a determination of fence location shall be reviewed by the zoning administrator and determined by the Director of Community Development.

And Article 14, definitions -- measurements and definitions amends definitions of lot coverage, impervious site coverage, and semi-pervious surface to correspond with the storm water ordinance and allows for final determination of whether a surface is impervious or pervious by the village engineer and determined by the director of public works.

MICHAEL ORLOWSKI: I'll second that.

CHAIRMAN JASON JARRETT: I have a motion from Commissioner Shlensky, a second from Commissioner Orlowski. Any questions, comments on the motion? Okay. We'll do this roll call. Jackson?





KENNETH JACKSON: Yes.

CHAIRMAN JASON JARRETT: Kase?

DON KASE: Yes.

CHAIRMAN JASON JARRETT: Luedtke?

ERIC LUEDTKE: Yes.

CHAIRMAN JASON JARRETT: Orlowski?

MICHAEL ORLOWSKI: Yes.

CHAIRMAN JASON JARRETT: Romano?

DOMINICK ROMANO: Yes.

CHAIRMAN JASON JARRETT: And Shlensky?

JUSTIN SHLENSKY: Yes.

CHAIRMAN JASON JARRETT: I, too, vote yes. With that, our recommendation passes to the village board. And then we'd have a motion to continue the remaining items. Do we want to continue that to a date certain? Yeah, we need to, otherwise we have to republish. Next month? Okay. Okay. So, then that would be a motion to continue to July 14th.

JUSTIN SHLENSKY: Yeah.

CHAIRMAN JASON JARRETT: So, anybody want to make a motion to continue the remaining items -- go ahead, Justin. You have the motion.

JUSTIN SHLENSKY: I'll make a motion to continue the items of the accessory structures,





scrivener's errors in Section 4 MX districts, and remainder of the items included in the legal notice published on April 27, 2022 of Petition PZ-22-0006 to a date certain of July 14, 2022.

MICHAEL ORLOWSKI: I'll second that.

CHAIRMAN JASON JARRETT: Motion from Commissioner Shlensky. Second from Commissioner Orlowski. Questions, comments? Roll call.

Jackson?

KENNETH JACKSON: Yes.

CHAIRMAN JASON JARRETT: Kase?

DON KASE: Yes.

CHAIRMAN JASON JARRETT: Luedtke?

ERIC LUEDTKE: Yes.

CHAIRMAN JASON JARRETT: Orlowski?

MICHAEL ORLOWSKI: Yes.

CHAIRMAN JASON JARRETT: Romano?

DOMINICK ROMANO: Yes.

CHAIRMAN JASON JARRETT: Shlensky?

JUSTIN SHLENSKY: Yes.

CHAIRMAN JASON JARRETT: I, too, vote yes. That will be continued to the next regular meeting.

JUSTIN SHLENSKY: Make a motion to adjourn.

MICHAEL ORLOWSKI: Second.

CHAIRMAN JASON JARRETT: You have any comments or anything before we adjourn? I think I don't. You don't look like it. Okay. So, there's a motion to adjourn and a second from Shlensky and Orlowski. All in favor?

IN UNISON: Aye.

CHAIRMAN JASON JARRETT: We're adjourned.





C E R T I F I C A T I O N

I, Sonya Ledanski Hyde, certify that the foregoing transcript is a true and accurate record of the proceedings.



Veritext Legal Solutions
330 Old Country Road
Suite 300
Mineola, NY 11501

Date: July 11, 2022






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VILLAGE OF VILLA PARK, ILLINOIS

PLANNING AND ZONING COMMISSION

IN RE THE MATTER OF: )
)
ARDMORE FLATS ) PZ 22-0005
27 WEST PARK )
ROSS BUILDERS on behalf of )
APEX ARDMORE, LLC )

REPORT OF PROCEEDINGS had before the VILLAGE OF VILLA PARK PLANNING & ZONING COMMISSION, held at the Villa Park Village Hall, 20 South Ardmore Avenue, Villa Park, Illinois, commencing at 7:30 o'clock p.m.on Thursday, the 30th day of June, 2022.

APPEARANCES: MR. JASON JARRETT, Chairman
MR. DON KASE, Commissioner
MR. DOMINICK ROMANO, Commissioner
MR. ERIC LUEDTKE, Commissioner
MR. LARRY CALVERT, Commissioner
MR. JUSTIN SHLENSKY, Commissioner

ALSO PRESENT: MS. MELISSA WOLF, Village Attorney
MS. ELLEN WEBER, Interim Dir of Community Development
MR. KEVIN MANTELS, Public Works

REPORTED BY LYN DOERING, CSR.

CHAIRMAN JARRETT: I call this Special Meeting of the Village of Villa Park Planning and Zoning Commission to order.

To start with roll call:

Calvert?

COMMISSIONER CALVERT: Here.

CHAIRMAN JARRETT: Hofstra?

(No response.)

CHAIRMAN JARRETT: Jackson?

(No response.)

CHAIRMAN JARRETT: Kase?

COMMISSIONER KASE: Here.

CHAIRMAN JARRETT: Luedtke?

COMMISSIONER LUEDTKE: Here.

CHAIRMAN JARRETT: Orlowski?

(No response.)

CHAIRMAN JARRETT: Romano?

COMMISSIONER ROMANO: Here.

CHAIRMAN JARRETT: Shlensky?

COMMISSIONER SHLENSKY: Here.

CHAIRMAN JARRETT: I too am present.

With that we have a quorum.

Do we have anyone here this evening





wishing to speak on non-agenda items, so wishing to speak on anything other than the application for 27 West Park?

Okay. Seeing none, we will move on.

We have no minutes to approve this evening.

So the first item of business will be Petition PZ 22-0005, 27 West Park Avenue, Ardmore Flats, Plat of subdivision variances for Ross Builders, Incorporated, the Petitioner, on behalf of Apex Ardmore, LLC, the owner.

Before we open the public hearing I want to run through the process a little bit. We will start with the staff input. We will move to presentation of the Petitioner.

Following that members the public who want to have comments or questions, you will be asked to come up here to the podium, state your name, your address, if you wish. Please sign in, if you haven't already.

Direct your questions to me. I will gather those questions and then the Applicant will have an opportunity to answer those questions, in addition to any questions we have.





Then we will move to questions from the Commission, any closing comments of the Petitioner, and then we will discuss up here and have a motion this evening, if necessary.

We have a large crowd here this evening so I want to remind everybody we are being video taped -- we are being recorded through the internet and we also have a court reporter here tonight recording.

So if you are going to speak, I need you to be at a mic. I need people not to speak over each other.

When you come up and state your name please spell your last name for the court reporter so she has that.

I am going to ask that you refrain from cheering, clapping, booing. Give everybody their due respect.

Last time we had a lot of crosstalk towards the end that was starting to crop up from the audience. It's not fair to the Applicant, not fair to people up here, and it's not fair to everybody in the audience who has come to hear everything. So we need keep that to a minimum as





well.

With that I would say, anybody who expects to speak this evening, even if you are uncertain, I need you to stand now and get you sworn in. Raise your right hand. This will be quick. We will get everybody at once.

(Whereupon said witnesses were duly sworn).

CHAIRMAN JARRETT: Thank you, you can be seated.

All right. When you are ready, Ellen.

MS. WEBER: Good evening, everyone. I am Ellen Weber, the Interim Community Development Director for the Village. I am glad to see everyone here. We like when we have community input.

Kevin Mantels is here with me representing Public Works this evening and he will help me answer the questions for the Commission.

The reason we don't have minutes prepared is because this is a special meeting. The Commission usually meets the second --

CHAIRMAN JARRETT: Ellen, can I do one small bit of the bookkeeping, a motion to

reopen the public hearing?
MS. WEBER: Yes.
CHAIRMAN JARRETT: So we need a motion --
COMMISSIONER SHLENSKY: Motion.
COMMISSIONER ROMANO: Second.
CHAIRMAN JARRETT: All in favor?
ALL PRESENT: Aye.
CHAIRMAN JARRETT: Any opposed?
(No response.)
CHAIRMAN JARRETT: We have reopened the public hearing. Thank you.
MS. WEBER: I will start over, due to the fact we didn't have a microphone.
Good evening, everyone. I am Ellen Weber, the Interim Community Development Director for the Village. I have been in this capacity since February.
I am glad to see so many people and residents here to represent the community. We like to have your input. That is what a public hearing is all about.
Kevin Mantels is also here representing public works and he will answer questions





regarding the petition.
The reason we don't have minutes is the Commission usually meets on the second Thursday of the month and we put this special meeting in place because our docket is very, very full. I have 11 cases going on right now.
So we put this extra meeting in place to try and keep our meetings shorter. So the minutes will be available at the next meeting. If anyone had questions regarding the last hearing, it is online.
So I have a short presentation.
The case before us this evening is PZ 22-0005. It's a proposal for Ardmore Flats at 27 West Park.
We are seeing it on the computer but not on the screen, my apologies.
Mr. Ross is with us tonight. He is requesting variances in order to build a 4 story, 24 unit market rate apartment building and these were the variances that were published.
We did republish the case a second time because there were two additional variances noted at the last meeting that were added. Those are in





red here.
He has changed the rear to perpendicular parking and the drive aisle is less than 24 feet -- it's at 22 -- and given the overhang to the south we do feel it's doable but it does require a variance.
Technically the community development director has the authority within the Code to approve this but I brought everything before the Commission just to be conservative.
And the second variance that was added was the foundation landscaping in the rear, where zero is provided and 5 foot is required.
I am just going to speak. I don't think I am going to be able to get it up on the screen here.
There has been several opportunities for public notice and input. The case was discussed by the Traffic and Safety Commission informally at their February 21, 2022 meeting and also at their May 3 meeting and their June 7 meeting.
And then there was an April 14 concept plan presentation provided here to the Planning and Zoning Commission. A community open house was





held on June 2, and then we moved to a June 9 public hearing.
Legal notices were published and letters mailed for that on May 24 and the notice was republished on June 14.
When this would go to the Village Board is still to be determined.
This is the current condition, as everyone is aware. It's a rather small building, it's a former bank building turned into a law office. It's 1491 square feet with 25 parking spaces.
There is just under 1800 square feet of grass in the northeast corner which is considered a pervious surface because storm water can percolate before it goes into the ground.
So when the Commission considers cases like this they are looking at how the prospective development meets the Code.
So if you will look in this right-hand column these are all the elements that I had to review the case against.
When a project comes in, I look at the Code and I see what the requirement is. In this

instance it's an MXT Zoning District.

Then I have what's proposed for the project, some notes, and whether or not it met the code or variances needed.

So the project does meet all of the elements on this page; the minimum build-to frontage, the build-to zone -- which is how close the building is to the property line -- at the front, at the corner, it meets the side yard, the rear yard and the building width requirements of the Code.

It does not meet the impervious lot coverage.

It does not meet the garage entrance.

But it does meet surface parking and the driveway access location is not applicable because there is not a service lot coming off the main street.

The height is met in the Code, two to five story is permitted in this district, and he's proposing four.

He has stepped back the fourth floor to comply with the Code and each story meets the height requirements of the Code.





The Commission has discussed the use. It is within permitted uses in the District.

The parking is in the building and the depth of the first floor meets the Code.

All these elements meet the Code: The transparency, the blank wall -- it's blank in the rear but that's not a primary street -- the number of doors, the configuration of the doors and some of the architectural elements meet the Code.

This one does not meet the Code. This is a requirement in the form-based districts of the Code. Form-based zoning means we are looking at the form of the building and how it approaches the street more than we look at the use within the building.

And the Code requires a 13-foot minimum streetscape and in this instance -- It's always measured from the Code. And in this instance the Village has moved the curb back 13 feet to create those parking spaces. So there is a hardship staff felt and a variance of 4 feet is required.

Parking is something that needs a variance, the design of the stalls. This relates to when you come in from the alley, the width of





that aisle is not 24, it's at 22.

The landscaping I referenced, the foundation landscaping.

Visibility triangle, we have identified that as a conflict in the Code. We are still working with this brand new code. It was adopted in 2018 and we require the buildings to be close to the lot line and it's impossible to do a visibility triangle. So there is a conflict there.

And then the outdoor lighting, we need to verify a light on the east garage door. If so, it meets all elements of Section 9.4.

So this is a picture of the building. I will let Mr. Ross go through in great detail.

So this is what Mr. Ross has proposed:

It's an 11,239 square foot building, 24 units, 4 stories, 46 feet tall, 11 one bedroom units and 13 two bedroom. There's a total of 24 units with 37 bedrooms which would require 37 parking spaces.

And before us tonight are requests for variations and the intent of the variation is to grant relief from strict compliance with the





regulations of the Zoning Code.

The intent is not to simply remove an inconvenience or financial burden but it's intended to help alleviate a practical difficulty or hardship that would be caused by the literal enforcement of an ordinance and it's intended to provide site specific relief when the requirements of the zoning render land difficult or impossible to use because of the unique or special characteristics of the property itself.

This is the zoning. You can see to the south we have the apartment buildings and MX2 to the east, MXT to the north.

When we get to this part I've got the motions to put them up on the board for the convenience of our residents to see but for right now I am going to let Mr. Ross give his presentation.

MR. ROSS: I am Craig Ross with Ross Builders. Thanks, Ellen, thanks Commissioners, thanks community for coming out.

I am going to go over the changes that we made since our last meeting so I will keep it fairly brief.

The first thing we did was set back the fourth floor on the west elevation by 9 1/2 feet. This did two things:

1: It eliminated one of the bedrooms.

And 2: Makes that side a little bit softer, makes it -- I think Commissioner Luedtke had this recommendation -- makes it a little softer on that west side.

The second thing we did was revise the exterior alley parking. We changed it to perpendicular. This was the staff recommendation and a bunch of the departments.

By doing this we were able to add a stall, so that increased the parking in the alley from 10 to 11.

It also increased the buffer between the alley in the rear of the parking stalls. It used to be 4. Now it's 6.82.

It also allowed us to widen the parking stalls from 9 feet to 9 1/2 feet.

This is the fourth floor. This is really the only floor plan that changed.

In the lower left-hand corner behind the stairwell you can see that there is no longer





building there. That's a rooftop terrace.

And that unit in the lower left was changed from a two bedroom to a one bedroom to make it smaller and again to push that back 9 1/2 feet.

This is the front elevation. Nothing you could really tell from here that's changed.

This is the west elevation. So I have a 3D coming up later. It will be more apparent.

But on this 2D you can see the brown area, that's that stairwell, and if you look to the right of that, that light gray area above that used to be all flush, used to be four stories, but now the darker gray behind it is set back to 9 1/2 feet.

East elevation hasn't changed.

This is the south elevation. Again, if you look in the upper left-hand corner. This is a 2D. The stairwell would be where the cloud is, so to speak, but it would be 30 feet back.

So we didn't show that stairwell. So you can get an idea if you were standing in the alley it would like more like this or even from standing farther back.





This is the front corner. Again, nothing you could tell changed too much from there.

This is the previous. So again, we are going to focus in on the brown area where the stairwell is and look to the right of that.

As I go to the next page you will see how that has now been set back. So when you go to the fourth floor it's not all flush with the first, second, third floor. It's set back that 9 1/2 feet.

I will go back so you can see the previous and here is the new proposed.

Now, on the site plan, again the major change here is going to be the parking in the rear. You will notice now it's perpendicular to the building. You will also notice we have 11 spaces instead of 10 spaces.

It also helped with some of the impervious. We now have less impervious.

Those were the major changes on that -- really the only changes.

Actually one minor change in the upper left-hand corner, staff let us know that we do





need an ADA parking space due to the number of spaces now in that area in front of us. So that island got a little smaller to accommodate the ADA space.

So these are the changes on the variance request. Ellen went over most of this. I want to go over it more specifically since our last meeting.

Again, we are still looking for a variance on the impervious but right now we are at about 85 percent versus before when we were in here it was about 87 percent.

Again, most of this came from the revision of the alley. So in that corner where the ADA parking spot is we were able to pick up some more green space.

The parking variance request used to be 6. Now it's reduced down to 4. Again, we did that by two things:

No. 1: Being able to add that parking stall in the rear.

And No. 2: Eliminating one of the bedrooms in one of the units on the fourth floor when we set it back on that west side.

The new variance that we have that Ellen had mentioned now that we went perpendicular in the back is the drive aisle. So the Code would require 24 feet to turn into a perpendicular parking space. We have about 22 feet.

We did this because it seemed to be supported by public works. They like the two-way traffic, you can be able to go either way, you can disperse traffic, and it was recommended by staff to go this route, so we did that.

It's also supported by KLOA, who did a revised traffic assessment, which we have submitted.

And as Ellen mentioned there is a section in the Code that states the community development director is authorized to establish dimensions for parking configurations not shown. And as I mentioned, the configuration we have now isn't something shown.

We have 9 1/2 foot wide stalls. Obviously the wider you go with stalls, the less turning radius you need to be able to get into it, so we have widened them.

To give you an example, the City of





Chicago actually in their Code has 8 foot wide stalls are required, and you only need a 22 foot drive aisle, and they even allow you to go down to 20 foot wide turn, if you have stalls that are 8 1/2 feet. So we are well above that. We are again at about 22 feet and 9 1/2 feet wide.

And that's it. Those are all the changes that we made. Thanks for your time.

CHAIRMAN JARRETT: Thank you.

So at this point in the hearing we would take additional public participation and questions.

I believe some of you probably were not here at the previous meeting but to the degree possible if you were here in the past and spoke try to keep comments to the changes.

We also have a three minute time limit. We are going to be pretty strict with that. Give you a little bit of overrun, not much, because we have a lot of people here to speak, even more than last time, and we got out of here about 11:30 last time.

So whoever wants to go first, please come up here, state your name, spell your name,





address, if you would.

MS. NOSON: Donna Noson, Rand Road, Villa Park.

First of all I want to thank you guys for the work you do. Sometimes I feel you are underappreciated. I appreciate you. I believe the Village does too. Same goes for staff.

To start, this is towards Mr. Ross:

As stated in the Ross presentation, this nice agenda packet, Page 8, it states:

> No one wants to approach -- wants the appropriate amount of parking spaces more than us. We do not have a viable project, if we do not offer enough parking.
>
> Based on our research and experience this proposal allows for enough parking.

I took it upon myself to visit two rental properties of Ross Builders that I was aware of; the one on Fairview and the one on 204 and 210 Wheaton Avenue.

Fairview is currently under construction and the Wheaton project is still an empty lot 14 months later.





So eliminating the research part of the statement, including the yard maintenance, KOL, etc., what are you basing your experience aspect on?

What physical, already built, real world existing rental properties are you basing your experience on?

Can you give the Village a list of those already built, real world existing rental properties?

As a side note, when I stated based on our research and experience this proposal allows for enough parking, I want to reiterate that the research and experience is parking specific and not what other villages have allowed.

Perhaps residents would be able to judge this more, if they could see something already physically existing to reference.

I want to state I have no horse in this race, I am very much pro-development, but I don't want parking problems to nag us now and in the future.

CHAIRMAN JARRETT: Thank you.

MR. BUKIEMA: Good evening. My

name is Paul Bukiema, with Bukiema Law Group.

And we are here this evening on behalf of Knollcrest Funeral Home and Steuerle Chapel and I just wanted to thank you as well for allowing us to be here tonight and for your time.

I wanted to emphasize Interim Director Weber's comment regarding the Village Code and that variations must stem from unique or special characteristics of the property itself, not solely for monetary reasons.

In this case the property is flat and not oddly shaped and monetary reasons are the only basis for the parking reduction in the alley, narrowing impervious surface issues, as well as others. Many of these things could be met if the project was smaller in size.

The principal issue that Knollcrest had -- One of the principal issues is the parking situation. The parking calculations do not include the potential use of dens in some units as additional bedrooms, and any post-approval modifications to a project, if it were approved, should make sure that that was strictly prohibited.





The approval will require Knollcrest to block off its parking in the area to make sure that there is enough parking for its customers when they arrive for funerals.

And finally, the traffic report was performed by a very reputable company but it didn't analyze the alleys used by other businesses or look at the overall parking demand for the area, and therefore, it would be insufficient. Just today there were a number of trucks parked in the alley at any given time.

So just to reiterate, the Petitioner's responses to the variation standards were inadequate, as there is no hardship other than not being able to have more units.

A reasonable return of the property can be obtained. There are no unique site conditions relative to the variances requested here, especially the modified ones this evening.

And the character of the area, health and safety will be impacted by a project of this size that will shrink or certainly reduce parking in the area and an under-parked area will only become more of an issue going forward.





I consequently request that the Plan Commission not approve this variance.

CHAIRMAN JARRETT: Thank you.

MR. MURPHY: Good evening, Brian Murphy, 436 South Princeton Avenue. Good evening, everyone.

In regards to the requested changes on the proposed development I don't feel they go far enough. I don't speak for everyone in the community here but I can say that we are not all here squabbling about just a couple parking spaces and one bedroom less.

Commissioner Luedtke, I believe that you had said last time there is obviously a bulk issue at play here, fundamental as well as parking.

And Chairman Jarrett, you did say the site is tight but it really doesn't have to be.

The bulk issues can go away pretty easily with the right decisions being made, the right size development and the codes upheld.

I do appreciate the southwest corner being that it does look better, what's proposed tonight, but on paper we are still looking at 24 units and 37 bedrooms.





And from the last meeting the conversation about that, you know, we are really talking about 48 bedrooms still on the property. So you have an 8 by 10 enclosed den with 2 bathrooms and a 1,000 square foot apartment. So I think the price point and the layout of the one bedroom apartment screams roommates. And you know it's going to be presented to prospective renters that way.

I know this has been asked and answered, it's only a rhetorical question, but if the building is reduced to 12 to 14 units can we accommodate indoor parking and make the project Code compliant.

The only answer we have gotten from Mr. Ross is you can build a five story single bedroom complex, but you know, he did also say that these units would be condo ready.

And Commissioner Calvert, in your memo you mentioned lack of parking is the curse of any residential building and will ultimately become an undesirable property without adequate indoor parking and you suggested the Village request the units be condo ready with appropriate parking. I

am wondering if that can be addressed.

The truth is a right size development that meets all codes without any variances can be built on this site without any legitimate hardship to Mr. Ross. We all know this.

I have nothing against Mr. Ross personally or developing this property in general. This is just what he prefers to build and he has to try to maximize his investment but the Village should not feel obligated to push this through as it stands.

The staff memo from June and today states the Petitioner has not sufficiently demonstrated the variances requested are due to hardship conditions of the property.

I also do appreciate all of your work, Ellen, the staff. It's not lost on me that you all live here, many of you live very close to this, deal with a lot of the issues that we are talking about tonight, as far as flooding, the parking and everything. So I appreciate that.

I believe that you do care and that you want progress in the Village and that you are listening to our concerns. So I think we should





strive to do what is right in a timely manner but not in haste. So the residents will live with the results of these decisions for decades.

I ask that you find that no hardships exist for the Applicant, if he follows the Codes, and that you deny the variances.

CHAIRMAN JARRETT: Thank you.

MR. OTT: Ted Ott, I live at 39 West Park Boulevard, that's literally two house away from where this building is going to be built.

When I moved in, in 2003, I wasn't told that there is a flooding issue around my house. Literally my house sits in the middle of a flooding issue.

All the houses on the Princeton side of my house, the backyards have flooded out since I moved in. My house and the house just of my west, the front yard floods out.

I am not talking a little bit of wet in the grass. I am talking 2, 3, 4 inches of water in my front yard and at least that much in my backyard.

When I moved in I had flooding issues.





My neighbor at 37 West Park Boulevard, she had flooding issues. Her neighbors, at least three to her south, had flooding issues.

It was so bad she decided to get in contact with the Village to have a storm drain put in her backyard. To help alleviate her cost on that, I chipped in.

I am not sure how much it was. This was years and years ago but it was thousands of dollars. The Village chipped in and paid half.

I felt no relief from this, no relief at all. My house still floods. I had a flooded basement.

I mean, has Planning and Zoning really taken this into consideration?

You are putting a 24 unit building two houses from me. That's going to cause even more problems with the storm water, not to mention the snowplowing.

Where is that going to melt off?

And I noticed the other day during Summer Fest, you guys used the parking lot there to put up Port O Johns and you used the parking lot just to have fun in the Village.





Now, I am not against development. I want to see a building there. That's fine. But I want it to fit the neighborhood and I want it to look like it should fit the neighborhood and I want it to not affect me with storm water.

So please do your due diligence and figure out the flooding issue in my neighborhood and my neighbors' homes before you decide to put 24 more units there. Because it's going to get worse. That's all that happens is it always gets worse. It doesn't get better until the problem's fixed before you put in a new building.

So please, please, you guys, do your due diligence and look into this for me. I don't care if you have to survey my yard for a week, please figure this out for me.

I put in a little tree just to try just to soak up some of the water there and now I am getting in trouble by ComEd and cable companies because the branches reach up to the wires.

I have problems, guys. You guys, please, do your due diligence. All my neighbors that live right there around me, they are asking you too. They wanted me to speak tonight because

it's a serious issue. Every time it rains for more than a day I have to think about flooding. Thanks, guys.

CHAIRMAN JARRETT: Thank you.

MS. BAILEY: Alesia Bailey, 419 South Princeton.

So in order to receive a variance Petitioner must proof hardship, as far as I understand; correct?

What is the hardship the Petitioner is claiming prevents him from complying with our Code which clearly states 70 percent maximum impervious surface? And yet he needs 84.99 percent? It's still over our allowed Code.

Where is the proof of this hardship? Why is this need in place? Is it to help alleviate the flooding?

It's a well-known hardship. We have lived through it numerous times. I have lived through it for 20 years. This is the hardship I lived through:

2020, all the way, 2013, I can still go back to 2022. I have been working with public works for 20 years. I have to drag pumps out





because I still have no resolution to my issue.

So I have to pump it because if I have that much standing water for weeks it's a breeding ground for mosquitoes, who are the leading cause of Lyme disease.

So my hardship is the cost of pumps, electricity, yard damage, replacing mulch, flowers bushes, and I reluctantly deal with these hardships because I love my home and my neighborhood.

But if eventually I do get the drainage assistance program, because they engineered this numerous times over numerous years, somehow it keeps getting pushed off, and every year it's pushed off it costs me more and more and more.

So my last quote it's going to cost me nearly $10,000 to do this drainage project and that is also $10,000 to my neighbor behind me. So this is a $40,000 project because they flood just as badly behind me on Ardmore.

So why is there no green roof or permeable pavers that was suggested by the Village staff?

As a homeowner and resident yourselves,





you volunteer to represent us and to represent your neighbors. I urge you to vote no on the variance of allowing the 84.99 percent coverage because we are going to have flooding.

He needs to abide by the Code. Stick to the rules, stick to the codes. That's what I believe should be done here.

And I am going to leave these photos for you, but in case nobody else has seen them, this is May, 2020, 2019, 2017, June, 2015, June, 2013. I could go back to 2007 but do I really have that much time? I've only got three minutes. I am going to leave all these here.

CHAIRMAN JARRETT: Thank you. I will make sure they will get into the public record.

MS. KARCZ: I am Molly Karcz. I live on Princeton in Villa Park. I have been there for over 25 years.

I was out of town for the last meeting, so what I heard from that meeting was at the end of the meeting you guys asked the developers to go back and revisit their plan and honor the concerns of the people of Villa Park with some of the





zoning.

So when I looked at the changes they were just showing us it looks like they did not put a good faith effort into doing that because my biggest concern is the 85 percent lot coverage that they are asking for. Zoning requires 70 percent.

They originally were at 90 percent, but you earlier said it was 86 percent. So I am a little confused on that number.

So they went down to 85 percent. So they only went down 5 or less percent -- I am not sure on that number -- or 2 percent. So I want to look at the numbers. I know it sounds really easy.

The zoning says 70 percent lot coverage, 30 percent open space; right? And we all have seen this number.

And he is requesting 85 percent lot coverage and 15 percent open space. That means we are 50 percent less open space on this development, so we are losing 50 percent of the open space.

Clearly the Village has a plan for new

development and it takes into account zoning, trying to maintain the village garden, village feel; right?

Well, the zoning is put in place, I am sure, to support the plan.

So what I am saying, if you have a developer that is not showing much interest or concern in following the zoning or following the concerns of the people, then we need to vote no, because they don't share the vision that you all have for Villa Park and that we all have for Villa Park. So I am really urging you to vote no. Thank you.

CHAIRMAN JARRETT: Okay. Thank you.

MS. FOGARTY: Christine Fogarty, 37 West Park.

My questions actually relate to the 11 parking spaces that are on the south side of the proposed building.

The current sidewalk layout I believe is requiring the tenant to walk behind the parked cars, if I am not mistaken; is that correct?

Is it against the building now?





Where is the walkway for the people who are parking there?

CHAIRMAN JARRETT: It is between the end of the parking stalls and it's -- Like, I can't see the dimensions but it's at the south end of the stalls.

MS. FOGARTY: It's behind the parked cars between the alley?

CHAIRMAN JARRETT: Yes.

MS. FOGARTY: Is there any way a walkway could be put along the building for the safety the tenants?

CHAIRMAN JARRETT: We can talk about that more with the Applicant when we get to questions. I will write that down.

MS. FOGARTY: Thank you.

My other thought is, in the winter when it's time for the building manager to clear the snow from the back lot, where will the tenants who are parked there move their vehicles so the snow can be cleared and who is going to coordinate that effort between the tenants and the snow removal contractor?

My concern is that as soon as the





Village comes through and plows the alley everyone is going to park there while they wait for their space to clear, which obviously is a hazard, so we can't have that.

I feel a smaller development would eliminate a lot of concerns that my neighbors have voiced and we should probably try not to fit a square peg into a round hole because it's just not going to work. So I ask that you vote no to these variances.

CHAIRMAN JARRETT: Thank you for your comments and questions.

MR. MACLEOD: Ian Macleod. Thanks everybody. My address is 417 South Princeton.

I get flooded because of her. But my kids get to skate in her backyard.

We moved from 744 South Ardmore, just the first cut in from Madison, and we moved there -- moved away from there because for me I couldn't get to work in the morning. Just backing out of your driveway was impossible because nobody will let you in. Traffic is backed up there on Ardmore.

But we were growing our family. We had





a 9 year old when we moved to 417 South Princeton. She is now 21. We have a 13 year old and a 9 year old.

It's a safety thing for me. It's congested as it is. We have known several kids who have been hit by cars. Eleanor Richardson when she was 12. She is now 21. She's always had problems at her job.

This is crossing the prairie path on Ardmore.

So when I pictured this building being built -- When my daughter was in second, third and fourth grade she could walk to Ardmore. My son, who is now at Jackson, could walk to and from Ardmore. My 9 year old is not going to have that opportunity because I won't allow it.

Just passing that new blind spot -- My question is, with the new blind spot on the southwest corner, what's the Commission in this Village going to do to guarantee safety because it's already bad through that alley?

And then exiting the alley onto Ardmore is pretty much common knowledge that anybody who uses it, it's a blind spot, where Bob or Joe's

barbershop used to be, when you are taking a right on Ardmore heading east.

Last Friday, it's funny because Annemarie sent -- texted me this message with the beer trucks lined up. This is Friday morning at 10:00 a.m.

I had just sent her the stop sign on the same corner that was just knocked over by a car broken.

So it's going -- It's already congested. It's hard to take a turn off of Park onto Ardmore, whether you are going north or south.

The kids are coming around. We have had conversations with my neighbor ours and down the street. There's about 46 kids between Madison and Park Avenue on Princeton Avenue under 16 years of age and we have several new young babies in the community as well. They are going to grow up and experience those dangers.

So my question is, just on both those exits what can be done to guarantee safety?

We are not going to put traffic lights on Highland and Ardmore but we almost need traffic lights on Park and Ardmore. I mean, it's bad as





it is and with all these new influx of people moving in. Those are my concerns. Thank you.

CHAIRMAN JARRETT: Thank you.

MS. ORMOND: Kim Ormond, I am the owner at 26 West Highland, directly behind the proposed development.

I was dismayed to see the developer crammed another parking space into the alley rather than reducing the units in this oversized building. This brings the total to 12.

I would point out that my own building constructed in the 1960s still meets the current code of 6 parking spaces, 1 per bedroom.

The building will tower over my property and other nearby residences and the sheer number of units is more than the area can handle.

The alley to the south is already crowded with deliveries and local traffic. More cars will result in accidents, especially at the blind exit that leads onto Ardmore.

Our streets will be overcrowded. There aren't enough spots for residents.

What about guests? How about sleepover guests, given the overnight parking ban?





What happens during the holidays when relatives visit and stay for days? When late night guests arrive or leave, will they cut across my property to retrieve vehicles parked on Highland, passing by my residents' bedroom windows?

The building is supposed to attract cyclists whose primary mode of transportation are bikes. No one is peddling their way to Jewel in the middle of February. Instead the streets will be flooded with even more traffic from delivery drivers and Ubers.

The pricing of these apartments is out of line with rent in the immediate neighborhood. The other high rent developments offer amenities such as swimming pools, adequate parking, including guest spaces and large courtyards. The proposed development offers none of these.

If you can afford to spend this kind of money on rent, would you choose a building with inadequate parking and minimal amenities? There are already more than 500 luxury units in the works in Villa Park.

This leaves overpriced apartments to be





occupied by the target demographic of cyclists, young professionals and empty-nesters. I don't know many cyclists are willing to pay outrageous rent for access to a public area when cheaper apartments are minutes from the path.

Even in the best of times, young professionals would struggle to pay these rents. With today's inflation young college grads will not find these units within their price range.

The one bedroom apartments will have two bathrooms and a den. How many one bedroom apartments have you seen with two bathrooms? Even Ovaltine Court only offers one bath with their one bedrooms.

Use common sense. Many of these dens will undoubtedly be used as a second bedroom to cram in roommates to divvy up the rent. We weren't born yesterday. We know it's going to happen.

This will result in even more occupants, more cars, more traffic and more crime. There is a lack of affordable housing in the area and this only adds to the problem.

How is the average working class citizen

supposed to afford these units?

Also snow removal is already an issue in the alley. There is barely enough room for the existing buildings to pile up snow after a heavy storm.

With such a large footprint, where will this building put its heaps of snow? The alley is often not plowed for days or weeks in winter. More traffic in these conditions will result in more accidents.

Approving a variance to allow more impervious surfaces on the development's property will increase the burden on the city sewer system. In addition to that, you will have lots of more toilet flushing, washing machines going, etc., etc.

Who is going to pay for me when my building is damaged by sewer backups?

With so many negative features neighboring property values will decrease. When owners are under water, will the developer pay for the economic harm and make us whole?

The developer similarly did not buy enough land for that ambitious project. The





neighborhood should not be negatively impacted so they can rake in the cash. Thank you.

CHAIRMAN JARRETT: Thank you.

MR. GREEN: David Green, 516 South Princeton.

The developer's Downers Grove project, a .61 acre site, has only 18 units.

And the Villa Park proposal with only a .4 acre site -- which is two thirds the size -- has 24 units, one-third more.

This is like an experiment and planning a skyscraper on a postage stamp.

The Downers Grove sight is right next door to the Metra parking lot, where presumably people can rent additional parking spaces.

The Villa Park site has no other parking options.

Whether a building proposal is in original design or revision with requested modifications it is still just on paper.

In the complex product manufacturing world there is a common practice called product validation, where a prototype is built and proven for success in the real world.





In the apartment building world we can only look for representative examples that have been successful.

The developer has not yet completed any apartment buildings and demonstrated success in regard to parking space, traffic flow and safety and other functional objectives.

My question is, where can we find an example of an operational apartment building next to a residential area with similar design specifications and vehicle capacity that has been successful in pleasing its tenants and neighbors?

The Village of Villa Park and the nearby neighbors don't want to be the guinea pig for an unproven experiment. Thank you.

CHAIRMAN JARRETT: Thank you.

MS. BURNS: Jennifer Burns, 300 South block of Illinois.

So thank you so much for your willingness to volunteer on this Commission. I know it can be challenging but also very rewarding. So thank you so much.

I know that Villa Park, we are trying to do a little better job of planning for our future





and things like that. We are also really good at sometimes being able to think outside the box and really kind of troubleshoot some interesting issues.

I just am not sure if this version of a plan really is the best version that could maybe fit on that piece of property.

I really want to make sure that this property -- because it's going to be a newer building and a lot of the other structures there are older -- I want to make sure this building is something that can really help anchor that area, if future redevelopment happens to occur.

I don't know who owns the sunlight but I am concerned with the height of this building. For those of us starting to think about doing more solar projects, I am not quite sure what the immediate businesses around it and what some of the homes on Princeton --

Again, I am not an expert, but it's just solar. There is that meeting at Iowa Community Center. I know it's on Wednesday night. I have swim meets. Can't go. I don't know if it's last night or July 6, something that's coming up, but

that's being advertised.

I just really don't want to take away future opportunities for more green energy away from our residents and businesses because maybe there is a better way to do this project.

Please, I know about the flooding in the area. You cannot allow less permeable surface. I would like to help alleviate, not keep it equal or make it worse.

And also as I am heading into the second half of my life, mobility and, you know, scooters, wheelchairs, the type of vehicles that can help me still be an independent adult, I am really nervous about things becoming narrower.

And if we do have individuals that do need extra supports and services I want to make sure they can live there and have access to all of the amenities that Villa Park has to offer and not feel that it's not good enough. Because I know it can be good enough. Thank you so much.

CHAIRMAN JARRETT: Thank you.

MS. MUCERINO: My name is Sue Mucerino. I live 427 South Yale. Thank you, gentlemen, for allowing me to speak.





I am here to clearly request the Comission vote no and reject this particular development. Although we are pro-development this is the wrong development which will result in negatively impacting the health, safety and welfare of our Village.

It is also completely out of character for this MXT zoned block and the adjacent residential blocks and we know this to be the wrong development based upon a number of truths and facts.

When you met earlier in June, and also Traffic and Safety, nobody could vote on this because if it was a vote it would have been a no vote.

Planning and Zoning allowed the Petitioner to come back, try again. And again, he has not met Code, compliance with the Code.

If he had followed the normal practices of land purchase, none of us would have to be sitting here tonight contesting this.

He would have had contingencies in the sale and he would have gotten approval from the Village and governing bodies prior to finalizing





the sale of the property.

Mr. Ross took a financial risk. This is his hardship, not the Village's or the Village residents.

Again, the Village has no obligation to the Petitioner; however you have an obligation to all of us in this room because we are residents who pay for the Village through our taxes to operate properly, including upholding codes, which means to protect the Village.

So as members of P&Z, you need to wait until the right development comes. It will come.

Now, I did a little research on my own. Although I am not a lawyer I do understand how the law works.

And according to Intro to Variances 2, Finding of Substantial Hardship, by the Law Offices of Phillips and Angley, in order to grant a hardship variance it must be relating to soil conditions, shape or topography.

None of these exist with the Petitioner's request for parking and lot coverage variances.

Intro to Variances points out six court





cases against petitioners that a financial hardship alone on the part of the petitioner does not constitute a reason for variance.

Therefore, I believe legally and in accordance with the following Village Code they cannot -- we can't vote yes for the parking lot -- the parking and lot coverage variances. Hardship has not been met.

In fact community development in today's memo points out stating -- and I quote:

> The development shall comply with all applicable Village Codes and Regulations.

They also state and I quote:

> Hardship has not been proven for parking requirements and lot coverage.

Furthermore, Village staff goes on and provides a solution to the variance request in order to make the project comply with Code stating and I quote:

> Parking requirements could be met through a variety of changes which would include shrinking the building footprint.

This site is not unusually shaped. It's basically a rectangular, little bit of modified parallelogram, so a number of developments could easily fit into this space. The footprint simply needs to be smaller.

And by eliminating the fourth floor it would match the character of this particular area of Villa Park.

So please just vote no.

And I do have two questions and a final statement.

We are looking at the details. We are getting in the weeds here. We need to look at big picture and long term.

We are looking short term. We are looking at the proposal. We need to look at long term of the project.

We know current apartment complexes that have complied with Code when they were built. We have parking issues in my packet, and I hope people read it, maybe they didn't.

But I have photos of overflow parking on a nightly basis. This is not an issue with the police. It's because things change over time.





And I also did an analysis and I called York Assessors Township -- and I don't know if you saw this and I did it specifically for the apartment -- I am almost done -- they require 1.42 parking spaces per bedroom.

Villa Park is different. It's not like what general statistics show. We are a commuting village. So my two questions -- and thank you for letting me talk is:

One to the Petitioner: What are your reasons for not following the suggestions made by Village staff to reduce building footprint and eliminate the need for variances?

And my question to P&Z is: Has consideration been given to the legal ramifications for granting variances if they don't meet hardship qualifications?

Thank you and I do appreciate you volunteering. I know it's a hard job up there and I do appreciate it. Thank you.

CHAIRMAN JARRETT: Thank you for your time.

MR. SEDDON: Hello, Steve Seddon, from South Princeton, and I am reading on behalf





of Michael Zucker, also South Princeton:

It was asked by a concerned resident at the June 9 planning and zoning meeting if the developer could build a smaller building that would fall within the Code as written.

The developer responded that he could build a five story building comprised of one bedroom apartments.

Commissioner Schlensky, in relationship to the parking and impervious surface variance request, how do you reconcile the developer's admission that it is possible to develop a residential building here against Village Code 11.5.1, Variations Intent.

This Code states that the intent of a variation is not to simply remove an inconvenience or financial burden that may result from compliance with applicable zoning requirements.

Village staff agrees that a hardship has not been proven for each variance request.

Per the June 30 Village staff memo parking requirements could be met through a variety of changes which could include shrinking the building footprint, reducing bedroom count or





including commercial uses.

Lot coverage could be met through a variety of changes which could include shrinking the building or increased use of permeable surface.

Staff had discussed increasing permeable surface in the rear area adjacent to the alley with concrete adjacent to the alley to avoid damage from snowplows. Rear landscape requirements could be met by shrinking the building.

This development has no community support and lukewarm staff support.

Mr. Chairman, you agreed with Commissioner Calvert that this is one of those situations that you don't have a plan for.

The Park/Ardmore area is ripe for redevelopment, not opposed to it. No cohesive plan in terms of how they want to go about it.

You need to develop a plan for this district before you set a dangerous precedent that you are willing to just build anything under the cover of development.

The community is not opposed to

development in this area. We are opposed to this development.

This Board is established to represent Villa Park and the residents that reside here, not outside developers.

You are under no obligation to approve these variances based on Ross Developers' time input. Ross Developers' goal is to make money. Do not be fooled with his disingenuous concern for the residents of our town.

At the prior planning and zoning meeting the Board requested that Mr. Ross come back to today's meeting with a variance request of three parking spaces, bring the west wall in, and find ways to create more impervious surface.

Mr. Ross has failed on all three requests. Vote no on these variances requested today. Thank you.

CHAIRMAN JARRETT: Thank you.

MS. TESTA: Annemarie Testa.

Tonight I want to present the Commission with an updated petition list, asking the Village to reconsider allowing a building this big.

We had 256 petitions submitted last time





between online and paper. This time we are up to 422.

CHAIRMAN JARRETT: Thank you. I will make sure that gets in the record.

MS. TESTA: Thank you.

So I have a present for you. The part of Sue's comment at the end when you gave her all that extra time was actually going to be part of my comment. So my comment will be shorter.

I just want to bring up one thing about parking. The Petitioner stated that his parking will be self-regulated. I find this a little confusing.

But we do now know he has only increased his requested variance on parking from 6 to 4 spaces, so we still have a variance of 4.

I honestly don't really understand at all. It's not just a little confusing. I don't understand self-regulated parking at all.

So what we do know, in addition to the 4 spaces, we know that the congestion witnessed all over at current apartments in Villa Park, parking in general is not inherently self-regulating. You have to start with enough.





People's situations change. Teenagers start driving. Boyfriend/girlfriend moves in.

In the city, the big moving months are May and October. Those are the best months to drive through the alleys and see what good things people left behind or couldn't take with them. This is also known as garbage picking.

But you can move in and out any month you want -- With some seriously good garbage picking sometimes.

I assume you can also start and end parking space rental in the proposed development in any month.

But I ask you to keep in mind, this proposed building will start out with an inventory of 33 spaces, which are equal in the sense they are all available for rent. However these 33 spaces aren't all the same, in the sense that they are available to all the same demographic.

Two of them are ADA compliant spaces for use by cars that have either state issued permanent disability placards or disability license plates.

In 2017 Illinois had issued 678,000





placards and disability plates combined. That same year there were 4.6 plus change license plates issued to cars alone. This is just cars.

Over 5 million truck plates were also issued that year. But I don't know how to separate out the kind that are owned by your neighbors and my neighbors versus the bigger ones. So we won't count those.

And keep in mind, even a small truck like a Ford Ranger needs a B truck plate.

31 is actually the inventory of spaces that will be available to the demographic, non-disability designation holders.

I mean, the developer won't rent spaces that are reserved for the disability to non-qualifying tenants, will he?

And then this is kind of the part I was going to show photos of the congestion, people parking in church lots, business lots, and even on the streets overnight parking where it's not supposed to be, it's illegal. So thank you very much.

CHAIRMAN JARRETT: Thank you.

Anyone else?

MR. MUCERINO: My name is Tony Mucerino. I live at 427 South Yale. And I would like to start my comments by just an observation about the process.

I think that we have focused so much on how many square feet, pavers, how long a parking space will be, 15 1/2 versus 16 feet. We need to draw back a little bit and recognize how many contortions that we have to go through to make this work.

I know a wise real estate agent works for Colliers International and he has what he calls a machination mirror. A machination is an extra set of extra contortions and rationalizations that have to be gone through to make something work and this project has so many of them.

The parking spaces right now have no stops for the vehicles. They are going to stop at the curb, which is allowed in writing, but 2 1/2 feet between the curb that they would come to rest at and the building would mean some vehicles at more than 2 1/2 foot in length are going to hit the building by the time people get to a stop





point with their tires.

The walk space, someone asked, Why can't we move that to the building, the 4 feet proposed behind the cars?

The reason, because if that were put there, Buick -- I am trying to think of the name of the model. There is a Buick SUV 17 feet long, a common size. Minivans, a Tesla, not someone there would drive that, but they are almost 8 feet wide.

Vehicles are getting bigger. Ford stopped making small vehicles and has gone to SUVs, as an example.

The reason you can't put that 4 feet in front next to the building where it would be safer for the tenants is because you don't really have that much space and you don't have the 4 feet behind it.

By putting the peninsula on the corner of Park and Princeton, if you were to, on your diagram, set a vehicle at the stop bar and pretend you are in the driver's seat and look to the northeast where traffic would be coming, you now have a new visibility triangle problem.





The same is true, now that we have talked about making these spots perpendicular in the back of the building to the south and traffic could be heading in either direction. Traffic that's headed now towards Princeton will have a visibility triangle problem as they approach Princeton.

We still have issues of snow removal, how people are going to park their vehicles when spaces need to be plowed at the rear of the building.

Pavers have been suggested as a wonderful way to address some of the permeability issues.

Any site that you look at and ask the question, What are problems with pavers, they are usually related to the soil beneath them not being compacted well enough. If you compact the soil well enough so the pavers can withstand traffic or heating and thaw cycles you eliminate a lot of the drainage and permeability benefit they are supposed to provide.

This is more or less an example of a bandaid or feel good kind of approach to make the





Code -- try to come closer to matching the Code. But in the reality of the world it doesn't actually solve the problem.

There's safety issues with traffic going to the blind end of the alley at Ardmore. People, pedestrians, children, bicycle traffic heading to the north on Ardmore are going to have to pass over with very little separation between them and the vehicles.

Just too many difficulties that can all be addressed by a smaller footprint, whether it's the visibility triangles, the inefficiency of the pavers, the problems with paving in the neighborhood.

I think that the machination meter that the gentleman I mentioned talked about is very high on this project and that should be a warning sign to us that it's just more complicated and requires more allowances and more adjustments than it should.

So I would request -- I know that this process gives the last word to the Petitioner but I would request that the last word should go to the people that live here, raise their kids here,

pay the taxes here and die here. Thank you.

CHAIRMAN JARRETT: Okay. Thank you.

MS. GALLAGHER: My name is Patrice Gallagher. I live at 36 South Monterey.

I would also like to say thank you so much for your service and thank you for allowing me to speak.

I had some topics I wanted to talk about but they have already been discussed and I am in agreement with everything that's been said.

When I heard about this project I asked if the developer lived here and I find out it's my understanding he does not live here. I just felt that -- It just felt disrespectful, considering what our concerns are, that someone that doesn't live here would just come and want to build a building that has legitimate issues and concerns. So I just wanted to say that.

And I want to say that Villa Park is not a home rule community -- and this is in reference to the variance for the request for impervious surfaces -- and therefore it's my understanding -- correct me if I am wrong -- that by all rights,





unless the planning and zoning members have gotten specific acknowledgment by the Village's own legal counsel, that members are not allowed to approve any deviation from Code in Village's rule of law.

And I think that's all I have to say. Thank you for listening.

CHAIRMAN JARRETT: Okay. Thank you.

MS. ZUCKER: Justina Zucker.

My question is, how far away from the site is the nearest grocery store, train station, bus stop and nearest restaurant?

I am sorry, my accent kicks in when I am nervous.

I am asking about that, especially that bus stop, because in previous presentation I saw recording on YouTube. Builder said that there is nearby bus stop. The only bus stop I can think of is the one that takes kids to school.

And if the building is going to be built in a way like it's presented now, it's going to be very dangerous situation for my kids.

I have toddlers that run away. I know that's my responsibility to keep them safe. So





this is why I am here. I want to make this the safest place possible for them to live.

So my question is, where that bus stop is, because it relates really to the need for more cars, more parking spaces, because people are going to walk, walkability. This is about walkability, what the builder tries to say over here.

Our neighborhood is not very walkable. The average walkability score in Villa Park is 49. That's pretty low. Let me see. Transit score of 21 and bike score of 49.

Even though it's all right there, it's all about how we are going to get our groceries. There is Jewel over here. But who is going to carry all the groceries from that apartment back to them by foot. I definitely don't do that and I don't live too far from there.

So what I am trying to say is why this building has to be so big. It doesn't need to be.

Why is this our own input in here. They only requested here because building needs to make a profit on this investment. I don't think it's fair to us who live here that we have to put up





with this building in such a way. It's too big. There's too many people, too many cars.

If you are going to just have two stories, huge improvement. That's my simple solution to this problem. It's too big. I don't feel like Village has a good plan for the area.

And just going back to the walkability score, I forgot to mention that we really have two downtowns. We don't have really one downtown. It's because two villages were at one point put together. Villa Park began in 1908 and the town of Ardmore in 1910 and Summit was the dividing line.

So those two downtowns, this is why we have two downtowns, and we always, where this town needed different types of transportation than biking, walking, train, we need cars to get through all those places that we need to go. More cars, more traffic, more unsafe situation, you know, for people who live there.

I don't like the idea that parking going in the back. That alley is going to create issues.

I don't like how the space is being

used. Those variances, they are there for a reason.

And I would like my kids, myself, to keep safe and that's why I am asking to uphold these variances.

CHAIRMAN JARRETT: Okay. Thank you.

Anyone else from the public please come up.

MS. NICHOLSON: Jean Nicholson, 412 South Princeton.

And you know, I hate to see anything being built there. I think what we need is a parking lot and if there is going to be building on Ardmore they are going to need parking. It would be nice to have the parking lot for the businesses that will be on Ardmore.

We have a library, beautiful. We have six churches within a half a block -- three are within a half a block and three are within a block from us. We have -- It's just a beautiful neighborhood with a mix of --

Oh, golly, I don't want to see a building there. I want to see a parking lot.





For the gazebo, they use it. If you come to any of the events at the gazebo that parking lot is loaded, all those parking lots there, and I just hate to see a building go up.

I think we need the parking lot and if there is new development on Ardmore, well, they can park in there, but thank you.

CHAIRMAN JARRETT: Thank you.

Anyone else from the public wishing to speak on this item because there won't be additional opportunity; okay?

So then we will move to questions from the Commission.

So I am going to run through a couple of things I think I can answer that were brought up.

I am also going to have someone from the Village come up and speak generally about flooding because we will get to that in a second.

One point that I do want to raise though is:

I understand that this site has served as an overflow parking lot for a lot of uses for probably decades. It hasn't been a bank in decades.





That in itself is not the responsibility of the property owner. It's not the responsibility of the property owner to put Port O Johns in there for Summer Fest, even if we like it. The previous owner may have done that but that is not the obligation of any owner.

Just like it's not the obligation of Steuerle Funeral Home to allow for overflow parking on their site, which they did in the past. Private landowners do have landowner rights.

On the issue of snow removal I will answer that because it came up last time:

They will have a snow removal plan, just like the apartments across the street and just like every other residential use does.

If the Applicant wants to speak to that more, but multiunit apartment buildings, commercial developments, they make snow removal work. And if there are issues the Village will have enforcement problems with that.

There was a question about grocery store, train station, bus stop and restaurant. Believe it or not, there is one of each of those within two blocks -- If you consider Stulgin's a





restaurant.

I know, but there is a bus stop two blocks to the south of Washington, a grocery store two blocks to the north at Ardmore and St. Charles -- It's a quarter of a mile. Okay. It's close. It's walking distance.

The train station is arguably farther, I agree, but it's walkable for those who want to walk.

If the Applicant wants to speak to that more and the walkability scores, they can. That's all the specific things I have.

So I would ask the Applicant first, are there any of those questions that you want to address?

I think maybe if you want to speak maybe to where you have added -- Let me run through a couple of them. I can maybe guide you on.

MR. ROSS: Sure.

CHAIRMAN JARRETT: All right. So I want to say one more time. You had an opportunity, so please respect our time up here.

The court reporter is trying to record what we are talking. If people are watching on

video and the crosstalk, it's just disruptive, so I'd appreciate it if you could be respectful in that regard.

So can you tell us just a little bit about where you added additional either pervious and semi-pervious surfaces on the site?

MR. ROSS: Yes.

The change of the parking from angled to perpendicular allowed for that, No. 1.

No. 2: Between the parking and the building we have a curb stop, as opposed to the individual parking stops, and beyond that curb there is 2 1/2 feet of green space. So along that whole rear it's x 2 1/2 -- I forgot what the number is -- 150 feet x 2 1/2 has been added also.

And that 2 1/2, someone brought it up, not being enough. We can make it 3. I think public works we were told usually recommends 2. We can make that any number that anyone is comfortable with.

CHAIRMAN JARRETT: Okay.

COMMISSIONER LUEDTKE: But in that respect then that would sort of affect the drive aisle width at the alley?





MR. ROSS: Well, we would still keep the space 18 feet.

COMMISSIONER LUEDTKE: I understand.

MR. ROSS: Of the 18, 2 1/2 of that is green. So we can go to 3, but we would still be 18, 3 green, 15 asphalt or we can go 2 and 16, if that happens.

COMMISSIONER LUEDTKE: So full depth from building to end of stall is locked in at 18 --

MR. ROSS: Right.

COMMISSIONER LUEDTKE: -- there in your calculous?

MR. ROSS: Exactly.

CHAIRMAN JARRETT: It's my understanding that that meets Code, in terms of the way that the curb parking stop works as a curb and that is an additional --

MR. ROSS: We thought it was a creative way to add more green space.

CHAIRMAN JARRETT: Okay. And then related to that, the walkway is intended to be at the rear.





What is the depth of that space between the back of the stalls and the alley now?

MR. ROSS: It's 6.87. It was 4.

Awhile back public works had recommended we have at least 3. So when we had the angles we had 4. And now that we went perpendicular we have 7. So almost double what public works had recommended in the beginning.

CHAIRMAN JARRETT: At the rear you have increased those stalls to 9 1/2 feet?

MR. ROSS: Correct.

CHAIRMAN JARRETT: They were previously 9, I believe?

MR. ROSS: They used to be 9. We made them wider to 9 1/2 because of the turning radius.

Again, public works seemed to be on board and okay with us keeping them 9 and having a 22 foot radius. But we were able to go 9 1/2.

Which the wider you go, the less turning radius you need, and I gave some examples that the City actually allows.

MS. KARCZ: What was the 5 feet he is not putting in?





Remember, he was supposed to have 5 feet behind the building, we are not having that, is that the area we are talking about now?

CHAIRMAN JARRETT: Yeah. We will get to that.

She is asking whether or not -- So the landscape variation question is at the rear of the building. We will talk about that in more detail when we get to the individual variation.

But currently it's provided 2 1/2 feet?

MR. ROSS: Correct.

It can be 2, it can be 3, but we thought 2 1/2 was the right number.

CHAIRMAN JARRETT: And 5 is what would be required by Code.

MR. ROSS: That 5 feet we would like clarification on that.

The way we read it was 5 feet where there is public access and we didn't really read it that the rear of the property, especially an alley side, would need 5 feet of landscaping.

And we were curious what other projects -- We thought we saw some other projects recently that didn't have that and didn't have a

variance for that. We were surprised by that.

CHAIRMAN JARRETT: Yeah. And I am sure we will discuss that more. It's probably intended, generally speaking, when you have buildings in the middle of a site; that way you have landscaping on four sides instead of one or two.

MR. ROSS: Sure.

CHAIRMAN JARRETT: So this might be a little bit of comment and question.

The blind spot, people are asking about the blind spot in the triangle, sight triangle.

What we want to clarify is that -- And you can maybe explain a little bit for those that weren't here before -- but that stop bar and that island are pushing the stop line out to increase visibility beyond the building.

MR. ROSS: Well, beyond the building, yes.

CHAIRMAN JARRETT: Currently the stop line is -- I know it's closer to the building. I guess it's not behind the building currently but behind the property line or near it.

Is there an aerial photo in one of





those?

MR. ROSS: I don't have one.

CHAIRMAN JARRETT: That's okay.

If the stop bar is pushed north and there is a landscaped island added at the northwest corner that actually pushes the stop out to increase visibility.

I know that's something that the Applicant has worked with staff on and that the final, exact design of that will have to go through engineering. But conceptually that's something that they are offering to do as part of this project.

Are there any other questions or comments presented that you would like to address before we start asking additional questions up here?

MR. ROSS: There didn't seem to be any new questions or things brought up that we can't address.

The flooding issue was brought up a lot and someone said we are going to make the area worse, but again, we are actually going to make it better.





Again, we are not meeting the 70 percent but we are going to have less impervious than is there now and we are going to have permeable pavers that aren't there now.

It seemed like it was brought up the number of units -- or the number of stories would impact storm water. If it's a one story building with the same footprint as a five story building the impact is identical.

It's the footprint that impacts it, not the number of units and that has to do with the footprint of the building, not the number of stories and units that will impact the storm water.

But if there is a problem now, which it sounds like it has been for 20 years, whether we do this development or not, that should be addressed, but we certainly wouldn't be making it worse. We should actually be making it better.

CHAIRMAN JARRETT: Show the Applicant some respect please.

So I am going to ask -- If that's all you have --

MR. ROSS: There was one more quick





thing.

CHAIRMAN JARRETT: Go ahead.

MR. ROSS: Someone said we didn't have permeable pavers. We do.

Someone mentioned how permeable pavers may or may not work. Obviously, when we are doing permeable pavers they are spec'd out by the permeable paver company.

They have gone through testing. They know obviously how much drainage they can have or not have and obviously when we install them we need to install them according to design.

The last thing was the beer truck, we did talk about this before, it is an illegal use of the alley. It needs to stop. Obviously from that picture you can see that's a blatant disregard for the use of the alley and the law.

You can't park in the alley like that. You can't put your supplies, your beer in the alley. They should be doing something. Again, regardless of our development or not, that is not fair to the residents.

CHAIRMAN JARRETT: I appreciate that.

MR. ROSS: The last thing, the shape of the lot is a hardship. If it was square, like most lots are, we could pick up two or three parking spaces very easily. The fact it is a trapezoid like that does create a hardship for us.

CHAIRMAN JARRETT: Okay. Is that it?

MR. ROSS: That's it.

CHAIRMAN JARRETT: So I am going to ask staff to clarify a few things. But I do also have two emails that I think I will just read them into the record. They are pretty short.

The first one was from Mike Orlowski, he is a Commissioner, and he wrote in to say that even though he is unable to attend tonight's special meeting, he has looked at the packet and would vote to approve the Petitioner's request.

And then there was an email that came in this evening from Bob Wagner and he writes:

Hello all: I want to bring to the attention of those copied that some misleading and erroneous statements made by Ross Builders during its last presentation of the Planning and Zoning





Commission, the Traffic and Safety Commission, Ross Builders repeatedly stated that Traffic and Safety had approved their project.

When Ross Builders first appeared before Traffic and Safety earlier in the year there was no traffic assessment available and they made a very general presentation about the project.

Whereas, there were some positive comments about the project from the Commissioners there was no formal approval of the project from the Traffic and Safety Commission.

In fact, at the June meeting the Traffic and Safety Commission a formal vote was postponed until the July meeting.

I am sorry that this email is coming so close to your meeting tonight but I wanted to set the record straight on this issue. That's Bob Wagner.

MR. ROSS: Can I comment on that last email?

CHAIRMAN JARRETT: I am going to





comment on it real quick because I don't believe that was how it was represented to us at the last hearing. There will be a transcript and there is a video for anybody that wants to go back and read that.

I know there was some of that maybe at the initial plan review, where there was some uncertainty what the Commission had done, but I do believe we were informed, either by staff or Mr. Ross, of how that was proceeding, and that there was an additional meeting to come, which I believe is next week, I think. I am not sure of the date on that.

MR. ROSS: I think it's the 5th.

CHAIRMAN JARRETT: So the Traffic and Safety meeting would be July 5.

MR. ROSS: Can I comment on that real quick?

CHAIRMAN JARRETT: Yeah, go ahead.

MR. ROSS: I don't think we ever used the word approved. I think the word we used was supported. I know certainly that was what was in our Powerpoint.

And that word supported is directly from





the minutes of the Traffic and Safety Commission meeting that we were at. So we got that language directly from that meeting in the minutes.

CHAIRMAN JARRETT: Yeah. And I know that we were informed that there was another meeting to come and that no formal decision has been made.

MR. ROSS: Right. In the subsequent meeting no decision had been made but in the meeting we initially went to they did support it.

CHAIRMAN JARRETT: Both of those emails will go into the public record as well.

Kevin, do you want to speak to flooding survey or something along those lines?

MR. MANTELS: With regard to those who raised issues about drainage tonight, for those of you who mentioned systems you have that are not working or on a neighbor's property that are not working, reach out to us, we would like to investigate and determine why that's the case.

I am aware of the systems that are out there. If there is something that stopped functioning, something that changed, we would like

to look into that and figure out why.

If you want to come and talk to me after the meeting, reach out to public works, either of those options.

For those others who mentioned systems that are designed or under-designed, I wish that we could have moved those forward sooner. I wish we had the funding to move those forward.

We will still continue to try to move those forward and get better prices. We are hoping the market cooperates with that.

All of those things said, I think it's worth mentioning that this development, as with all developments in the Village, will be required to comply with DuPage County Storm Water Ordinance, as well as Village of Villa Park Ordinance, which a detailed review has not yet been performed but will be. Typically that takes place after any planning and zoning approvals.

To that end, the site actually currently drains to the north and to the east. So while we are aware of the drainage concerns, we hear them, I understand that doesn't alleviate anyone's issues with them, let alone make them go away.





But that said, this site currently has very little impact, in terms of the drainage on the surrounding area, in spite of existing issues, and would not be allowed to create any adverse impacts, would be required to demonstrate that it does not create any adverse impacts on the surrounding area.

That all of course will take place during the detailed storm water review to come, if this development moves forward.

CHAIRMAN JARRETT: Could you spell your last name for the record please?

MR. MANTELS: Sure. It's M-A-N-T-E-L-S.

CHAIRMAN JARRETT: Thank you.

Does anybody have any other questions for staff or for the Petitioner?

COMMISSIONER CALVERT: I have a question for staff.

Ellen or Mr. Mantels, does the Village plow that alley?

MR. MANTELS: Yes, public works operations division does plow that alley.

COMMISSIONER CALVERT: That was my





question.

COMMISSIONER LUEDTKE: I have a question for the Petitioner.

We brought up a couple of instances in the previous two meetings where we talked about the directional curbing exiting the drive from underneath the building, referenced as a half pork chop. That hasn't been addressed, shown, indicated, drawn.

Can you provide some insight as to why that has not been explored and presented to us?

MR. ROSS: Maybe Ellen can comment on it.

But we got a comment back from staff saying it was up in the air; that it seemed like staff -- some wanted it, some didn't want it.

We are open to do it. We can do it, if it needs to be done, but we just need direction from someone who says that it definitely should be or definitely shouldn't be done. So we left it as it is but we are open to do.

COMMISSIONER LUEDTKE: I was curious where it was at.

CHAIRMAN JARRETT: Does anyone from





staff want to speak to that?

MS. WEBER: Staff was neutral on it.

If you were to add the pork chop it does change the directional approach to the project, with people only able to enter the garage from the north or exit going to the north.

It did not however change the lot coverage because the pork chop would be in the public right of way portion.

It would however add additional green way in the public right of way, so greening up the general area, but it did not change the lot coverage on the site. So we felt that was a decision that's left to the Comission and Village Board. We could have gone either way.

COMMISSIONER CALVERT: Can you define a pork chop for us?

MS. WEBER: When you look at the driveway, you can -- So hold on one second. I will use the pointer.

You can see how there is a triangular approach on either side, there is a driveway flare, and this southern triangle went away, this

way. So cut a triangle off, you have then flared the driveway, so when you come out you have to make a right-hand turn.

COMMISSIONER CALVERT: Thank you.

CHAIRMAN JARRETT: You are essentially creating a right turn out/left turn in only situation.

Staff does not have a strong opinion one way or the other on that?

MS. WEBER: Correct.

CHAIRMAN JARRETT: Thank you.

MS. KARCZ: Are we allowed to address that because we thought that was part of the plan already.

CHAIRMAN JARRETT: Sorry, no. So questions have been asked and that's something you could ask of the Petitioner, I am sure.

COMMISSIONER SHLENSKY: I have a question for staff. Ellen perhaps would be best to answer this.

The two apartment complexes directly to the south of 27 West Park, are those Highland Avenue address buildings?

MS. WEBER: I believe so. I would





have to confirm that.

Kevin, do you know?

MR. MANTELS: They are.

MS. WEBER: They are.

COMMISSIONER SHLENSKY: Do either of those buildings have a 5 foot rear foundation landscaping in what is considered the rear of their property lots?

MS. WEBER: I don't believe that they do.

Remember that the Code changed in 2018, where landscaping was required for the first time, and some of the other buildings that have been built recently did not have the rear foundation. It is not required in districts where there is zero lot line buildings generally.

COMMISSIONER SHLENSKY: Thank you.

CHAIRMAN JARRETT: I think generally the intent of that ordinance, if you have buildings within -- Like if you imagine a building that is surrounded by parking, you would have room to landscape between the building and whatever sidewalk or parking.

I don't know it necessarily envisions





the back of a building on an alley, but I don't know the specific intent of it, but that would be my guess.

MS. WEBER: Chairman Jarrett, if I may, I looked at the Code again. I am always one if I made a mistake I will admit it, even if it's humbling in public, but I am always going to take a conservative approach.

When the case was first published I did not include a variance for the rear to foundation landscaping and when we were discussing it at the last minute I thought well maybe we better add it conservatively, just like the drive aisle approach.

If I read the Code it says:

> No foundation landscaping is required for buildings built on a lot line, buildings in the MX1, MX2 and MX3 Districts or for areas where there is no public access.

So the question then becomes these parking spaces to the rear, are they private or are they public?

You could interpret it that no





foundation landscaping is required there, the more I think about it.

So that's an interpretation that the Commission has not yet had to make with the new Code. It hasn't come up before. This is the first time with this project, and as well, every time we get a new project in a new district we are learning how our Code works for us.

So I am comfortable with an interpretation that the variance actually is not needed and I was correct the first time. I will leave that to you.

CHAIRMAN JARRETT: Okay. Thank you.

MR. MANTELS: Just add to that, that's what I had mentioned before, the public access. We didn't feel that -- The rear of the property with private parking doesn't seem like public access to us, which is why we didn't include it as a variance at our meeting.

COMMISSIONER ROMANO: I know it was mentioned at the last meeting and tonight again but the development that's going on in Downers Grove, bigger lot, less units?

MR. ROSS: Correct.

COMMISSIONER ROMANO: I mean, I guess you know I will only speak for myself. My biggest hangup was the parking.

Why continue to push for so many units?

I believe eliminating that last floor, the fourth floor on this unit, would alleviate that need, and given that we know it's a smaller lot, is that an option?

What's the thought process behind a larger building on a smaller lot here in town?

MR. ROSS: Well, I don't want to comment on other projects. We actually -- We got some comments that I would say are -- well, personally attacking other projects. So we don't really want to get into that here tonight in this forum.

But I will say from, you know, this project specifically, that's what works for us, for the design and we think within the Code.

COMMISSIONER LUEDTKE: We know it's not within the Code or else we wouldn't be here. Let's not split hairs on a certain level.

MR. ROSS: The size is.





COMMISSIONER LUEDTKE: If this fell within Code we wouldn't be here. That's our fundamental issue we are sort of dealing with; correct?

MR. ROSS: I am talking about the size.

COMMISSIONER ROMANO: I was talking about eliminating rooms in a nutshell but eliminating a floor would --

MR. ROSS: I think he was talking about size.

Again, we are four stories. We could be five. We could go 32 one bedrooms and have the parking for that. So someone else had brought up. And if that's the direction that you prefer us to go, we certainly can go that direction.

But we felt four stories would be enough and I think that would be more appropriate for the area.

CHAIRMAN JARRETT: Any other questions?

Okay. We can move to discussion by Commission Members.

I think the way we can approach this is





we can talk generally before we get into the specifics of each variation. But we will discuss each variation.

And then I think at the end we will take a -- I think we will discuss each one and then at the end take a motion on each one separately.

So what we are really looking for here are -- There is talk of hardship but we are really looking at particular hardships and practical difficulties.

The other thing that is sometimes mentioned is that making more money can't be the sole reason for variation but the ability to make a reasonable return on a property can be a consideration.

I am not saying that the Applicant has made the case for that or not but that can be a consideration.

So I guess, does anybody want to make any comments generally or just dive right into discussion of the individual variations?

COMMISSIONER LUEDTKE: Did we close the public hearing?

CHAIRMAN JARRETT: No, we are going





to close the public hearing later. We want all this discussion on the record.

Anything in general?

There will be a chance to have more general comments.

So the first variation we would be looking at a motion to approve a variation to allow for 33 spaces where -- 33 spaces where 37 spaces are required.

In terms of a hardship on that one, I do believe that there is a couple of hardships and practical difficulties here.

I do believe that the shape of the subject property does present some design difficulties, in that if it were right angles, I think you probably could pick up two or three parking spaces, probably two inside and one maybe outside.

I would also just note that, in terms of the spirit of the Code, that the closing of the driveways on Park is actually adding an additional 6 parking spaces, 1 of which is ADA compliant, on Park. Thought of in that way, they are actually -- would be over.

I know they can't count that. If it was a commercial use though they could. Obviously overnight parking would be the potential issue there.

Are there other thoughts? What are your thoughts generally on that variation, if you want to discuss or?

COMMISSIONER ROMANO: I do appreciate the net gain in public parking. I think that would be a good asset to that area.

I am still struggling with the need, the hardship for the variation there.

I feel like units could be lost -- or however it is -- bedrooms, we will say, could be lost in the configuration of the design.

I don't think it is a hardship, if it was designed that way, needing a variance by design. So I am going to honestly struggle to be okay with that one.

CHAIRMAN JARRETT: Okay. Anybody else have comments or discussion on that one? Thoughts?

Okay. Obviously before we make formal motions, if you have any other thoughts,





questions, comments, want to go back, we can always do that.

A motion to approve less than 24 foot wide aisle width per Section 7.9 Parking Area Design based upon the findings -- I will leave part off.

So that's the -- They are providing essentially 22 feet, including the alley at the rear. There is a couple things going on there:

One is that 24 foot wide drive aisle envisions parking on both sides on the same property. That's kind of what that Code is designed for. It's not necessarily designed for an alley.

To get to that 24 feet you would be asking the Petitioner to give another 2 feet, while not simultaneously asking the property owners on the other side who back into it now to give anything.

Again, I would also say on that one, they actually had more -- We asked them to turn it perpendicular. The Village wanted them to turn it perpendicular. That does change the geometry at the rear.





This one I don't have any problem with, based on parking standards generally, in terms of they have added 9 1/2 foot stalls, which is also something, I would mention in relation to the first one, with the 9 1/2 foot stalls, if they went to 9 foot stalls they could almost squeeze another parking space in the rear. I don't know that --

COMMISSIONER LUEDTKE: I don't know if you can, given the utility pole there.

CHAIRMAN JARRETT: Yeah, I believe that was mentioned by engineering; that the placement of the ADA stall does not allow you to be pushed to the west.

But they are providing 9 1/2 foot stalls in the back to make sure the turning radius is not just sufficient, more than sufficient.

Anyone have any questions/comments on that?

Then we have a motion to approve garage entry on the side yard, which is Princeton, where only rear entrance is permitted. With that one we have discussed the Code and I know staff has been supportive of that one.





It envisions, when possible, for the entrance to be not on the primary street, to be at the rear.

And actually were this a surface parking lot, I believe -- If this was surface parking lot they would be able to have --

Correct me, if I am wrong, Ellen. If this was a surface parking lot would they be able to have an entrance on Princeton or no?

MS. WEBER: It's the same location. It would have to be off the primary street.

In this instance we do believe this is the best way to go because the cars have to get into the garage and you are just loading more into that alley.

CHAIRMAN JARRETT: This is where the site geometry definitely impacts the ability to lay out parking. Anything off the rear is -- You are going to have turning issues with cars going in and out and you are losing parking spaces, both on the alley and in the building.

MS. WEBER: I do have an aerial, if you want me to put it up, if that helps you --

CHAIRMAN JARRETT: Yeah, that would

be good.

MS. WEBER: -- as you make your recommendations?

COMMISSIONER LUEDTKE: Yes, you are correct on that.

If it was a surface lot there could be limited side yard access to a parking lot.

CHAIRMAN JARRETT: So that's one where the hardship's to a certain degree created by Code because we do have a desire to not have that curb cut be on Park.

And I just personally have strong opinions that the curb cuts on Park are not good for Park but certainly not a garage entrance.

Questions, comments, thoughts on that?

So a motion to approve 85 percent impervious lot coverage and -- make sure these numbers are all right -- 2.5 percent semi-pervious lot coverage, where a maximum impervious coverage of 70 percent, additional semi-pervious cover of 25 percent is allowed.

MS. WEBER: Mr. Chairman, I will put the motions up here, and remember, they are motions to recommend approval by the Village





Board. It's not a motion to approve. It's motion to recommend approval.

CHAIRMAN JARRETT: Yeah, when we go to the actual motions, I will make sure we get all the proper language in there.

So on this one I think there is going to be some questions/debate.

I know at the previous meeting that the Applicant said they would try to get semi-pervious pavers, where they could, but there were concerns, maintenance concerns, about having them installed in parking areas, given the combination of wear and tear from road salt and freeze and thaw of the winter cycle, as well as the weight of the vehicles over time.

Again, towards kind the spirit of the ordinance I would again point out that they are adding approximately 5 percent of pervious surface either at the site perimeter, in areas that are currently asphalt, or the landscape at the northwest corner. So while they may not be there, they are actually in the entire project area reducing the total impervious surface more than that number alone would point to.





Questions, comments?

COMMISSIONER ROMANO: I am torn on this one. It is an improvement but look at the surrounding areas and parking lot next to it which is completely impervious. Standard Meadry, the next business over, all the way to the corner, looks like it's just concrete all the way.

So the nature of the impervious materials on that entire area is pretty high, so it does make the improvement in this one. It would.

CHAIRMAN JARRETT: Ellen, could you remind me, there are fees in lieu related to storm water on this site; correct?

MS. WEBER: Yes. Final engineering has not yet been done. They are not at the building permit process.

And when -- If the project moves forward the building permit process would include a review of the engineering and the storm water and that's when Kevin Mantels and the Village engineers would look at the storm water and what would happen.

And if they are unable to meet the engineering requirements of storm water retention





and release rates there is the option in the Code for a fee in lieu provision.

Right?

MR. MANTELS: Yes.

MS. WEBER: Kevin says correct.

CHAIRMAN JARRETT: Any additional thoughts, questions, comments on that one?

All right. So the next one is --

Do you have something, Ellen?

MS. WEBER: I was going to say something, backing up one minute.

There was confusion over the percentages of lot coverage. The case was published for 90 percent because I believe the original for submittal was 90 percent. And it has been decreased down to the 85.

That's why you see different numbers because the site plan has changed. But 85 percent is the current impervious.

And the Code is a bit quirky, in that it lays out a requirement for impervious, semi-pervious, and then the remaining 5 percent is to be pervious. It's not a 70 percent impervious, 30 percent open space. It considers the quality

of the materials on every corner of the site and the perviousness they provide to the site.

CHAIRMAN JARRETT: Okay. The streetscape area from zero feet to 10 feet, where minimum 13 feet streetscape area is required along street frontages.

I think Ellen spoke to this earlier but what it's really talking about is two aspects of the Code.

They don't conflict per se. They just mean it in a way that creates a hardship with the Code for the Applicant, in that the Code that the streetscape area is designed to create, essentially a separation from the building to the street, by cutting in parking here that's reduced what would have been -- without that situation there would have been plenty of room to meet the Code here and the building actually does meet the setback requirement, as far as it relates to the property line.

Additionally, I think here again kind of to the spirit of the Code, they are actually proposing the bump out which recreates some sense of streetscape on a street that really doesn't





have any streetscape to speak of, other than parked cars.

I would encourage the Village to find other ways to increase the quality of the streetscape along there, whether or not this project goes ahead or not.

Questions, comments, thoughts on that one?

So we have a motion to approve zero feet of rear foundation landscaping where 5 feet is required. They are actually providing 2 1/2 feet.

So we probably should modify that, Ellen, thoughts, or leave it?

MS. WEBER: I think I would recommend you determine if the variation is not needed.

CHAIRMAN JARRETT: Okay.

MS. WEBER: Given that it's private space in the rear, I think that we do not need to add that variation for consideration.

CHAIRMAN JARRETT: So yeah, I think -- I do agree with staff that the intent of that is not to put landscape on an alley where salt and winter and --





COMMISSIONER ROMANO: Yeah.

COMMISSIONER SHLENSKY: Okay. Nevertheless, Ellen, I want to thank you for bringing that to our attention and bringing it to the public's attention. It shows how incredibly transparent staff is being with the public. I very passionately thank you for bringing this point out.

MS. WEBER: You are welcome.

CHAIRMAN JARRETT: I guess a question is, out of the sake of caution, this would be worth just voting on it anyway.

COMMISSIONER SHLENSKY: I have no objection in bringing this forward.

CHAIRMAN JARRETT: It looks like the Village Attorney may have comment.

MS. WOLF: Melissa Wolf. Thank you, Mr. Chairman.

I agree with Ellen. I believe this Board should make a determination as to whether or not the variation is required.

If it's determined that no variation is required because of there being no public access to the site, then you don't need to make a





recommendation to the Village Board in this regard.

CHAIRMAN JARRETT: So then I would ask for a voice vote on whether we believe the variation is required at the rear.

Whether or not the Variation 6, a motion to recommend approval of the reduction of rear foundation from 5 to zero feet.

All in favor of not needing that variation?

ALL PRESENT: Aye.

CHAIRMAN JARRETT: Any opposed to that?

(No response.)

CHAIRMAN JARRETT: Okay. Based on the recommendation of staff and counsel we will strike that one.

The final would be to grant relief from the visibility triangle per Section 9.3 in order to accommodate the required build-to zones.

Again, there is some conflict in our Code related to the -- some of the MX Districts, specifically the MXT District, where we want the buildings close to the corner when it's practical,

but that could potentially be within the sight triangle.

In this instance I would mention two things:

1, there is a code text amendment working its way through the Village now that would ultimately put discretion on engineering for that in the MX Districts to determine whether or not they were necessary, based on the specifics of the site in play.

But additionally, they are actually proposing to move the stop line out away from the building and being able to stop far north of the corner of the property. I believe that that was made clear, both in the exhibits from the staff and from the Petitioner in the previous public hearing.

Personally, I think the improvement at the corner will make this corner safer, in terms of the island.

And I actually would like to see the Village find a way to -- I believe we could have more cross-connection for pedestrians between our north-south streets and the prairie path.





MS. WEBER: Chairman Jarrett, if I could provide for the benefit of our residents a little more explanation on what the visibility triangle is.

It's an urban design element in the -- The MX Districts are all intended to bring the buildings closer to the street to create a more pedestrian-friendly atmosphere and slow traffic down and change the general feel as you move through the community in the commercial and transitional districts that are along St. Charles Road and here along the path.

And some of the MX Districts are already exempted out from the triangle because they have zero lot line building setbacks.

So if you have the building at zero lot line, meaning built on the lot line, there is no way you can create that triangle, which is measured from the point where the two lot lines intersect at the corner.

And what we are finding is that even when we've got this district, which is a 5 to 10 foot setback, you still can't create the visibility triangle.





So the Commission has previously talked about this at two previous meetings. We're going through our text amendment at the same time now, where we are trying to correct some of the conflicts we are finding in the Code and this was one of them.

And there has been consensus already to modify the visibility triangle. We would like to gain it whenever it is possible and therefore the recommendation from staff is going to be that the Village engineer have final discretion on the visibility triangle, so we can get it wherever we can get it, but where it's not practical, it's just not practical.

I do believe, Mr. Chairman, you have another question from the audience. I didn't know if you wanted to entertain.

AUDIENCE MEMBER: Since you brought up the new comment to us, I had a question about the visibility triangle with the new northern moved stop bar --

MS. WEBER: I do disagree with you. If you do feel that adding that peninsula is going to be adding a negative impact --





AUDIENCE MEMBER: I am just asking about the visibility triangle.

MS. WEBER: I do believe that adding the -- You have asked for the record for the minutes.

If adding that peninsula is creating a new site blockage?

AUDIENCE MEMBER: Yes.

MS. WEBER: I do believe right now when you come up to the corner you have those cars parked there already and adding the new peninsula island will enable cars to come closer north and they will have better visibility. I do believe the peninsula will increase visibility. That's just my professional opinion.

CHAIRMAN JARRETT: I would also point out that the exact design of that island and that intersection would have to go through Village engineering.

And if what the Applicant has proposed -- and I know they have worked with staff, but there may be some minor modifications that have to be made to that island, exact location of the stop bar.

But just speaking, I trust our Village engineers to get there. I don't think anybody wants to create a more dangerous intersection.

Okay. This one seems pretty straight forward to me but are there any questions, comments on that one?

Okay. So that is all the variations we have discussed. I guess then I would ask now, before we start having motions, if anybody has any specific final comments they would want to make generally or about any of these motions before we start making motions?

COMMISSIONER CALVERT: Can we talk maybe just briefly about parking again?

CHAIRMAN JARRETT: Yes.

COMMISSIONER CALVERT: My question, Ellen, is for you, in the covered parking, there is an ADA spot. Is that required?

MS. WEBER: The Code requires and we do -- We have adopted the State of Illinois Accessibility Code. And when you have parking lots 25 spaces and under, 1 of those spaces must be ADA.

It's not an additional space. It's 1





within the required amount, if 25 or less are required. Once you go to 26 it's 2.

And ADA spaces need to be as close as possible to the entrance doors. So that's why the space is there.

The space on the street on Park is because once -- You look at blocks. So the civil side of engineering, the engineers look at how many spaces exist on a block, when you walk around it without crossing the street.

And so creating those additional 6 spaces on the north side of Park puts us at over 25 spaces with all of the street parking when you look at Ardmore and rounding the corner to Park. So that's why we needed another ADA space on the public right-of-way.

Correct, Kevin?

MR. MANTELS: Correct.

MS. WEBER: He says correct.

COMMISSIONER CALVERT: So if all of these units were rented and there wasn't a tenant that needed the ADA spot, what would happen to that spot?

MS. WEBER: It is required by State





law. It has to remain.

COMMISSIONER CALVERT: So it couldn't be assigned to a tenant?

MS. WEBER: Correct.

COMMISSIONER CALVERT: So potentially it has to sit there vacant?

MS. WEBER: Well, Kevin?

MR. MANTELS: I am not clear on that actually.

MS. WEBER: I think it still has to sit there that way.

COMMISSIONER CALVERT: What if there are two tenants that need accessible parking spaces?

MS. WEBER: I did uncover another conflict in the Code, in that the Building Code we directly adopt the State Accessibility Code. In the Zoning Code we have modified it to be a little bit more restrictive.

The State of Illinois State Accessibility Code in its last edition allowed for 2 spaces to share the one 8 foot aisle. And I was going to bring that up in one of our next text amendments.





So there is the possibility that the drive aisle could be moved in the middle and two spaces could share it because we are -- we have that conflict -- It's not much of a conflict but it's two different interpretations between two different sections of Code.

CHAIRMAN JARRETT: So the State Code allows you to share --

MS. WEBER: An 8 foot accessibility.

CHAIRMAN JARRETT: So theoretically with amending our text to match the State -- to match State Code, then this development could theoretically pick up another -- I am not going to say they could but --

MS. WEBER: Correct. You could put the two --

CHAIRMAN JARRETT: A parking space could be picked up in some scenarios.

MS. WEBER: You could put the two ADA spaces in the building sharing a drive aisle and have additional space on the alley; correct.

And I have talked to the engineering staff. And I did this in a previous community. I

think the best recommendation for any community is to just merely adopt the State Code.

CHAIRMAN JARRETT: I would agree with that.

MS. WEBER: That would then remove the further restriction requiring each space to have its own 8 foot drive aisle and allowing them to be shared.

And then correct, you could pick up an additional space.

CHAIRMAN JARRETT: Obviously whether or not for this specific development it's up to the Applicant, the petition, the permitting, all of that, but theoretically a development could turn -- could pick up a spot.

MS. WEBER: If I may, Mr. Chairman, for our residents there are three codes the State of Illinois requires every community has to adopt as a bare minimum; State Plumbing Code, Accessibility Code and the State Energy Code. So every town is always on the most current version of those.

CHAIRMAN JARRETT: Okay. Thank you.





COMMISSIONER SHLENSKY: I have question for counsel, if she is willing.

With regards to the ADA compliance issue of the parking spots we were just talking about, are you aware of any authority that allows for relief of the ADA required spots when no tenant has a need for such?

MS. WOLF: I am not aware of that.

COMMISSIONER SHLENSKY: Thank you.

CHAIRMAN JARRETT: Do you have any other comments?

COMMISSIONER CALVERT: I am struggling with the parking issue as well and the variance requested for that.

So that means there are 22 indoor parking spaces. What I am looking at here is 12 and 10. So there isn't even enough indoor parking spaces for every unit in this building.

And my opinion -- and this is just my opinion -- outdoor parking in Northern Illinois is certainly not a luxury building in January. So I am really struggling with the variance for that.

And this is not a neighborhood where we can kind of get it close. It's not like the other





developments we have looked at, where there is overflow parking that might be available. There just isn't here.

So if we don't get it right we are going to struggle with it for a long, long time.

And there is going to be street parking. I am not really fully informed of what the parking is for the two buildings on Highland. I have been by there a couple times but I do see a lot of cars around there. I don't know if that building is a one bedroom or two bedroom unit but there does seem to be a large number of cars in that neighborhood for those two buildings.

I just think the parking is an issue that has to be right, not just today; it has to be right five years from now and ten years from now. I am not there right now.

CHAIRMAN JARRETT: Okay. Any other discussion before we have a motion?

MS. WEBER: Can I just add one fact for you we previously discussed?

The Jewel is .5 miles and the train station is 1.0 miles. I Google mapped them.

COMMISSIONER CALVERT: Yeah, thank





you, Ellen. I was going to mention that.

I live right there. I am not contradicting you, Jason, but in 10 years I have lived there I have walked to the Jewel twice, honestly, and in the summer. I had nowhere else to go or nothing to do.

CHAIRMAN JARRETT: I understand and that's why in a transit-oriented development you are looking at two radiuses, one is a quarter mile, one is a half mile.

And I agree that while -- I would not say the train station is -- it's walkable but it's not ideally walkable. Ardmore, if you had to, Jewel if you had to, you could.

COMMISSIONER CALVERT: Sure.

CHAIRMAN JARRETT: Most people don't want to walk to the grocery store for a lot of reasons.

COMMISSIONER CALVERT: Especially in January.

CHAIRMAN JARRETT: Especially in January.

COMMISSIONER CALVERT: I did have one other question.

You did tell us that the Village plows the alley.

MR. MANTELS: Correct.

COMMISSIONER CALVERT: I am not assuming you know this particular answer to this but I think someone in this room does.

Where does the snow go?

I am looking at Ms. Fogarty.

MS. FOGARTY: Your guess is as good as mine.

AUDIENCE MEMBER: It goes on the land by Steuerle's parking lot.

MR. MANTELS: Our policy is to plow it out to Princeton Avenue and then wind road it on Princeton Avenue but I am not in operations.

COMMISSIONER CALVERT: Wind road means?

MR. MANTELS: It just means to push it down the street, as if we were plowing the snow that was already there. To disperse it evenly so it's not in one place.

AUDIENCE MEMBER: In reality it's loaded on the land in the parking lot.

CHAIRMAN JARRETT: I appreciate it





but she is trying to take names, she being the court reporter.

AUDIENCE MEMBER: Just a lack of information there.

CHAIRMAN JARRETT: I live on the corner where Lombard plows it one way and Villa Park plows the other way, so I know what a pile of snow looks like. I get it coming and going.

Okay. So if there is no other discussion or comments, then I am going to ask -- Well, Justin, are you comfortable making all of these motions?

Alternatively I can make the motions.

COMMISSIONER SHLENSKY: It is my understanding that --

CHAIRMAN JARRETT: If you are not going to vote for one then -- Okay.

So the first one would be -- I will read them and ask.

So I would entertain a motion to recommend approval of a variation to allow for 33 spaces where 37 spaces are required per Section 7.2 based upon the findings of fact identified in the record for PZ 22-0005.





Do I have a motion?

COMMISSIONER LUEDTKE: I will make that motion.

CHAIRMAN JARRETT: Motion from Luedtke.

Is there a second?

MS. WOLF: Mr. Chairman, for point of clarification, a motion and a second doesn't indicate support or whether you are going to vote in support or denial of it.

So my recommendation from a legal standpoint is that there be a motion and a second for each of the variations requested and then a vote taken.

So the Board members should not hesitate for moving or seconding a motion just to get on the record what the recommendation is in each variation.

CHAIRMAN JARRETT: Particularly since we are recommending body as well.

Is there a second?

COMMISSIONER KASE: I will second.

CHAIRMAN JARRETT: Second from Kase.





Any questions or comments on the motion?

Okay. Roll call vote on that one.

Calvert?

COMMISSIONER CALVERT: No.

CHAIRMAN JARRETT: Kase?

COMMISSIONER KASE: Yes.

CHAIRMAN JARRETT: Luedtke?

COMMISSIONER LUEDTKE: Yes.

CHAIRMAN JARRETT: Romano?

COMMISSIONER ROMANO: No.

CHAIRMAN JARRETT: Shlensky?

COMMISSIONER SHLENSKY: No.

CHAIRMAN JARRETT: I vote yes.

That leaves 3-3.

We have a motion to recommend approval of a variation to allow for less than 24 feet wide aisle width per Section 7.9, Parking Area Design based upon the findings of fact identified in the record for PZ 22-0005.

Is there a motion?

COMMISSIONER SHLENSKY: So moved.

CHAIRMAN JARRETT: Is there a second?

COMMISSIONER LUEDTKE: I will

second that.
CHAIRMAN JARRETT: We have a motion and a second from Shlensky and Luedtke.
Roll call on that.
Calvert?
COMMISSIONER CALVERT: Yes.
CHAIRMAN JARRETT: Kase?
COMMISSIONER KASE: Yes.
CHAIRMAN JARRETT: Luedtke?
COMMISSIONER LUEDTKE: Yes.
CHAIRMAN JARRETT: Romano?
COMMISSIONER ROMANO: Yes.
CHAIRMAN JARRETT: Shlensky?
COMMISSIONER SHLENSKY: Yes.
CHAIRMAN JARRETT: I too vote yes.
A motion to recommend approval of a variation to allow for a garage entry on the side yard Princeton Avenue where only rear entrance is permitted per Section 4.4.3 (10) based upon the findings of fact identified in the record for PZ 22-0005.
Motion?
COMMISSIONER SHLENSKY: So moved.
CHAIRMAN JARRETT: Second?





COMMISSIONER ROMANO: I will second.
CHAIRMAN JARRETT: We have Shlensky and Romano.
Roll call.
Calvert?
COMMISSIONER CALVERT: Yes.
CHAIRMAN JARRETT: Kase?
COMMISSIONER KASE: Yes.
CHAIRMAN JARRETT: Luedtke?
COMMISSIONER LUEDTKE: Yes.
CHAIRMAN JARRETT: Romano?
COMMISSIONER ROMANO: Yes.
CHAIRMAN JARRETT: Shlensky?
COMMISSIONER SHLENSKY: Yes.
CHAIRMAN JARRETT: I too vote yes.
I have a motion to recommend approval of variation to allow for 85 percent impervious lot coverage and 2.5 semi-pervious lot coverage where a maximum impervious coverage of 70 percent and an additional semi-pervious cover of 25 percent is allowed for Section 4.4.3.A.7 based upon the findings of fact identified in the record for PZ 22-0005.





Motion?
COMMISSIONER LUEDTKE: I make that motion.
CHAIRMAN JARRETT: Luedtke.
Second?
COMMISSIONER KASE: I will second.
CHAIRMAN JARRETT: Is that Kase?
Motion and second.
Question and comments on that motion?
Okay. Roll call.
Calvert?
COMMISSIONER CALVERT: No.
CHAIRMAN JARRETT: Kase?
COMMISSIONER KASE: Yes.
CHAIRMAN JARRETT: Luedtke?
COMMISSIONER LUEDTKE: Yes.
CHAIRMAN JARRETT: Romano?
COMMISSIONER ROMANO: No.
CHAIRMAN JARRETT: Shlensky?
COMMISSIONER SHLENSKY: No.
CHAIRMAN JARRETT: I vote yes.
That's 3-3.
Advance the slide please. Thank you.
We have a motion to recommend approval





of a variation to allow a streetscape area from zero feet to 10 feet where a minimum 13 feet streetscape area is required along street frontages per Section 4.5.2, Build-to Zone based upon the findings of fact identified in the record for PZ 22-0005.
Motion?
COMMISSIONER ROMANO: Make that motion.
CHAIRMAN JARRETT: Motion from Romano.
Is there a second?
COMMISSIONER SHLENSKY: I will second.
CHAIRMAN JARRETT: Second from Shlensky.
Questions or comments on that motion?
Roll call.
Calvert?
COMMISSIONER CALVERT: Yes.
CHAIRMAN JARRETT: Kase?
COMMISSIONER KASE: Yes.
CHAIRMAN JARRETT: Luedtke?
COMMISSIONER LUEDTKE: Yes.

CHAIRMAN JARRETT: Romano?
COMMISSIONER ROMANO: Yes.
CHAIRMAN JARRETT: Shlensky?
COMMISSIONER SHLENSKY: Yes.
CHAIRMAN JARRETT: I too vote yes.
No. 6, that's the one we determined we didn't need.
No. 7, a motion to recommend approval of a variation to grant relief from the visibility triangle per Section 9.3 in order to accommodate required Build-to Zone based upon the findings of identified in the record for PZ 22-0005.
Questions?
Need a motion?
COMMISSIONER SHLENSKY: So moved.
CHAIRMAN JARRETT: Motion from Shlensky.
Is there a second?
COMMISSIONER LUEDTKE: Second.
CHAIRMAN JARRETT: Seconded by Luedtke.
Questions or comments on the motion?
Roll call.
Calvert?





COMMISSIONER CALVERT: Yes.
CHAIRMAN JARRETT: Kase?
COMMISSIONER KASE: Yes.
CHAIRMAN JARRETT: Luedtke?
COMMISSIONER LUEDTKE: Yes.
CHAIRMAN JARRETT: Romano?
COMMISSIONER ROMANO: Yes.
CHAIRMAN JARRETT: Shlensky?
COMMISSIONER SHLENSKY: Yes.
CHAIRMAN JARRETT: I too vote yes.
So with that a recommendation passes to the Village Board. We are not the final decision makers. They can accept, reject or modify the motions as they see fit.
And there will not be a formal notice sent regarding that, as there was for this public hearing, but the agendas will be published. So keep your eyes on the agendas.
With that I would entertain a motion to close the public hearing.
COMMISSIONER ROMANO: I make that motion.
CHAIRMAN JARRETT: Romano.
Is there a second?





COMMISSIONER CALVERT: Second.
CHAIRMAN JARRETT: Second by Calvert.
All in favor?
ALL PRESENT: Aye.
So the public hearing is closed.
MS. WOLF: Mr. Chairman?
CHAIRMAN JARRETT: Yes.
MS. WOLF: Can I make a clarification for the record?
So the audience knows, the vote today was basically, with respect to the parking space variance and the impervious lot coverage variance, that was a denial because it failed to receive a majority of the Zoning Board.
So the recommendation to the Village Board will be a denial of those variances because of the failure to receive a majority.
The other zoning variations with respect to the less than 24-foot wide aisle garage entry on the side yard streetscape area from zero foot to 10 feet and relief from the visibility triangle, those variations have been recommended approval. So those are the recommendations that





will be advanced to the Village Board.
In addition, for those matters that were recommended denial by this Board, the Village Board has to approve those measures by a 2/3 majority of the quorum at the meeting, so the audience knows.
CHAIRMAN JARRETT: Thank you for that clarification.
All right. We are looking at the staff comment. I guess you had something you wanted to catch us up on?
MS. WEBER: Our next meeting will be July 14. It's a regularly-scheduled meeting. I have two special use cases we have published for. They are both special uses for auto body and paint booth. I am working on the text amendment and hope to have that as well on the agenda for the consideration of accessory structures.
CHAIRMAN JARRETT: Does anybody have any comments on the Commission?
Other than I know the last two meetings were long, but I am glad that people turn out. Everybody doesn't always agree but generally speaking it went pretty well.

Any other comments?
Motion to adjourn?
COMMISSIONER LUEDTKE: So moved.
CHAIRMAN JARRETT: Second?
COMMISSIONER ROMANO: I second.
CHAIRMAN JARRETT: All in favor?
ALL PRESENT: Aye.
CHAIRMAN JARRETT: We are adjourned.
(Proceedings adjourned at 10:21 p.m.)
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I, LYN DOERING, Certified Shorthand Reporter and Notary Public in and for the State of Illinois do hereby certify that the foregoing proceedings were reported stenographically by me, was thereafter reduced to a printed transcript by me, and constitutes a true record of the testimony given and the proceedings had;

That I am not a relative or employee or attorney or counsel, nor a relative or employee of such attorney or counsel for any of the parties hereto, nor interested directly or indirectly in the outcome of this action.

IN WITNESS WHEREOF, I do hereunto set my verified digital signature at Chicago, Illinois, this 29th day of July, 2022.

Certified Shorthand Reporter
State of Illinois
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Dear Board of Trustees and Village President,

There were several concerns brought up by the Community and Trustees which I did not get to address at the August 8th meeting. Please take the time to read my rebuttal to them below. Most of these items do not pertain to the variance requests, but I thought I should address them, nonetheless. Please remember this is not a PUD request so focus on the merits of each variance request and not on the extraneous items brought up like height, design, rents, etc. which are not pertinent to the variance requests.

Dens – At the August 8th Board Meeting it was brought up by a Trustee that they have never seen a one bedroom, two bath and den apartment, but as I had mentioned this layout is becoming increasingly popular. I did a quick online search of recent nearby apartment building developments and found that the following have this type of floor plan in their buildings (I know there are several more): Arden of Oak Brook, Arden of Warrenville, Park (Clarendon Hills), Vantage Oak Park, Quincy Station (Westmont), Lilac Station (Lombard) and Marq on Main (Lisle). See below for screenshots of the unit floor plans. Four of these even have doors on the Den which the Ardmore Flats' Dens do not. It's notable that the Marq on Main was done by the Marquette Companies which is the same developer as the newly approved The Union on Villa Avenue and I have heard they will be offering this unit type there, also.

Tenant Limits – It was asked if we can limit the number of tenants in a unit so that the Dens are not used as bedrooms, and I consulted with an attorney and was told this falls into a "gray area." Limiting the number of tenants alone isn't explicitly illegal, but it could violate protected classes such as familial status and sexual orientation. For example, you may want to limit one-bedroom apartments to two persons, but a couple with a small child may want to rent a one bedroom and having rules prohibiting this could be seen as a violation of the Fair Housing Act. This being said, it appears we can have stated rules against using the Dens as bedrooms in our lease which I think is the important detail everyone wants.

Multiple Variances – It was brought up by the Public and a Trustee that since we are requesting six variances that the project doesn't "fit" and shouldn't be allowed. As previously stated the four variances recommended by Village Staff and voted for approval by the P&Z Commission are not only obvious hardships but can be considered conflicts within the code. Two of these codes are actually being discussed by Staff and P&Z to be revised so as to not conflict in the future. Furthermore, the approved PUD for the Garden Station development, in addition to the zoning change approved, required variations from four codes, three of which are the same codes we are seeking variances from (build-to-zone, impervious and side garage entry). The Union also required a zoning change and had seven variances approved as part of its PUD, two of which are the same as being requested for Ardmore Flats (side garage entry and build-to-zone). The most noteworthy variation for The Union was the variance for six stories where only four are allowed by the zoning ordinance. As you can see even after the zoning changes for these developments, several variances were still required.

Neighbor Flooding – Flooding was brought up by a few members of the community, but the Ardmore Flats will have no impact on these neighbors. As stated by Michael Guerra, Public Works Director, the issues the neighbors are having is a back yard drainage issue and the Ardmore Flats development as proposed will improve and "reduce water runoff."

Fence – The attorney for Steuerle Chapel requested a fence be installed on the east property line and be added as condition to the variance requests. It seems this a request by one neighbor for their own interest and has no public benefit. If so desired, the owner of the neighboring property can install a fence on their side of the property line but requiring this as a condition for the variances seems out of place as it doesn't relate to any of the variance requests. Furthermore, I think allowing this request sets a precedence for future conditions for the benefit of private individuals set on PUDs and variance requests as leverage.

Rents – I have stated that we expect rents to be around $2,500, which is an average across the units (some less some more depending on size and number of bedrooms). I also stated that I expect The Union and Garden Station (EcoTerra) to be significantly higher. It doesn't appear that Hawthorne Development has done a new suburban apartment building, but the Marquette Companies' Marq on Main in Lisle currently has their least expensive two bedroom available for October 1 move-in at $3,359 (see below), even without adjusting for future inflation I would expect the Union rents to be even higher since it will be a new development with much higher build costs. They do offer one-bedroom units at a lower price, but they are only 640sf compared to the Ardmore Flats one bedrooms of 1,131sf and one at 934sf. In addition to the appeal of our significantly lower rents we have also found that there are renters who prefer the feel of a smaller boutique building without the high traffic of retail and ten times as many tenants a mixed-use of a 200-300+ unit building. Regardless of what we estimate the Ardmore Flats and new developments rents to be, when the time comes we have no choice but to offer more affordable rents in order to compete. This competition will allow Villa Park residences a less expensive choice at Ardmore Flats.

Real Estate Taxes – It was brought up that if the Ardmore Flats building is not filled with tenants the taxes will be lower. I spoke with a tax consultant on this and whether the building is 50% full or 100% full, the assessment will be the same and therefore the taxes will be the same. The assessor does not take vacancy of a specific building into account when doing assessments and doesn't even have access to vacancy rates on specific buildings as this is typically only known by the owner.

Again, when voting on the variances I ask that you please center your attention on the individual requests and not on the immaterial items. I also ask that in addition to the four obvious variance requests that you consider one or both of the other requests. Even if you don't agree with the parking and impervious variances as currently requested, a partial relief granted for these requests may still give us a chance to move forward with the development. For example if a four parking space variance isn't warranted, then maybe two spaces will work. If 15% impervious relief isn't warranted, maybe 10% will still allow the project to move forward.

Thanks,

Craig Ross

Floor Plan - A6 Marq on Main



Renderings are an artist's conception and are intended only as a general reference.
Features, materials, finishes and layout of subject unit may be different than shown. 3DPlans.com

Arden of Warrenville 331-244-6048



708-401-9624




**Park**

**Arden of Oak Brook** 331-236-0290




Renderings are an artist's conception and are intended only as a general reference.
Features, materials, finishes and layout of subject unit may be different than shown. 3DPlans.com

## Hartman Style K Lilac Station

1 Bed | 2 Baths | 1,021 Sq.Ft. /month



## The Flagstone B with Den Quincy Station

1 Bed | 1.5 Baths | 1,242 Sq.Ft. **$2,934-$3,299**

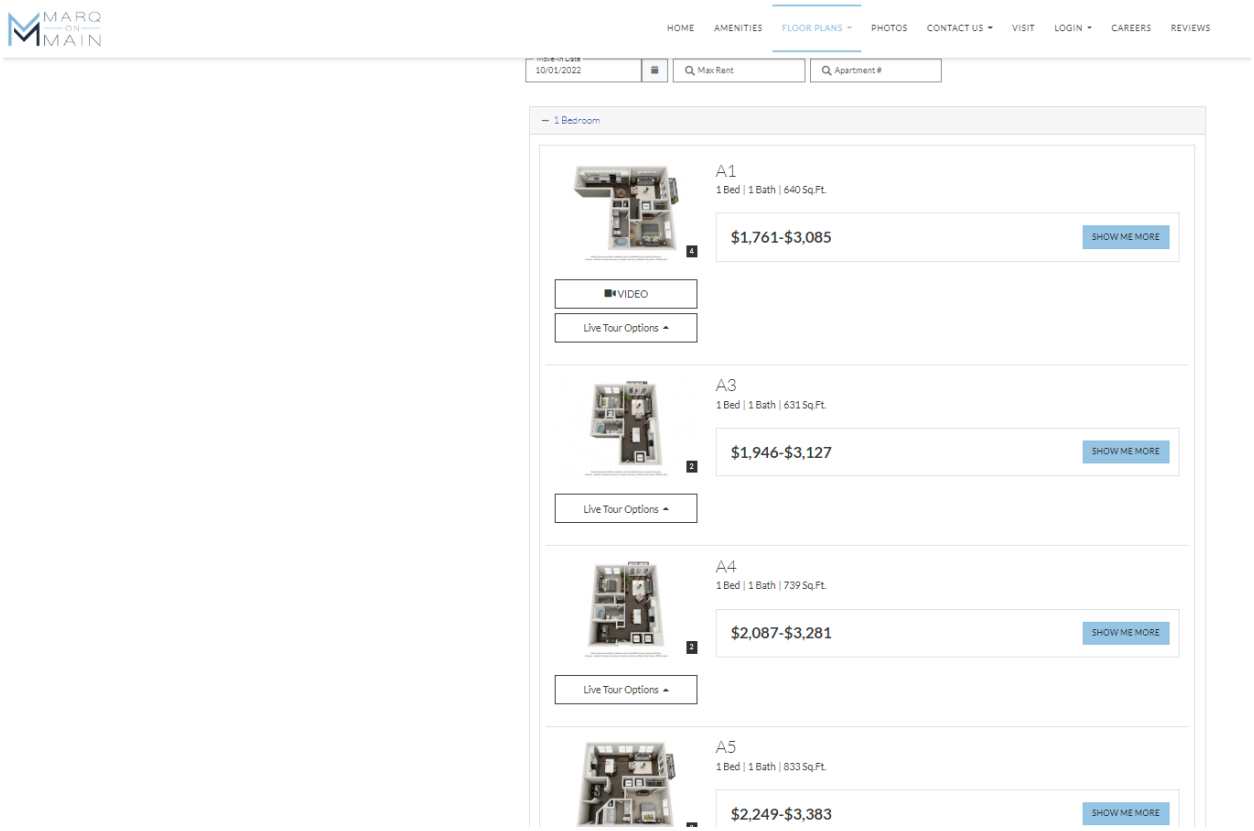
Available On: Available Now APPLY NOW



Renderings are an artist's conception and are intended only as a general reference. Features, materials, finishes and layout of subject unit may be different than shown. 3DPlans.com


BEDROOM
12'1" x 15'0"
CL
BATH
7'0" x 12'1"
LIVING
13'5" x 16'6"
DW
KITCHEN
9'3" x 12'0"
REF
W/D
BATH
6'8" x 12'1"
DEN
10'2" x 10'3"
CL
CL
ENTRY

Below are the “advertised” rates on the Marq on Main website, but the lower numbers are special lower rates if you are looking to start your term very soon.  Most renters look 30-60 days ahead and would end up paying a higher rent.



– 2 Bedrooms



## B1

2 Beds | 2 Baths | 934 Sq.Ft.

$3,224-$5,497

SHOW ME MORE

VIDEO

Live Tour Options



## B3

2 Beds | 2 Baths | 1,079 Sq.Ft.

$3,333-$5,575

SHOW ME MORE

Live Tour Options



## B6

2 Beds | 2 Baths | 1,158 Sq.Ft.

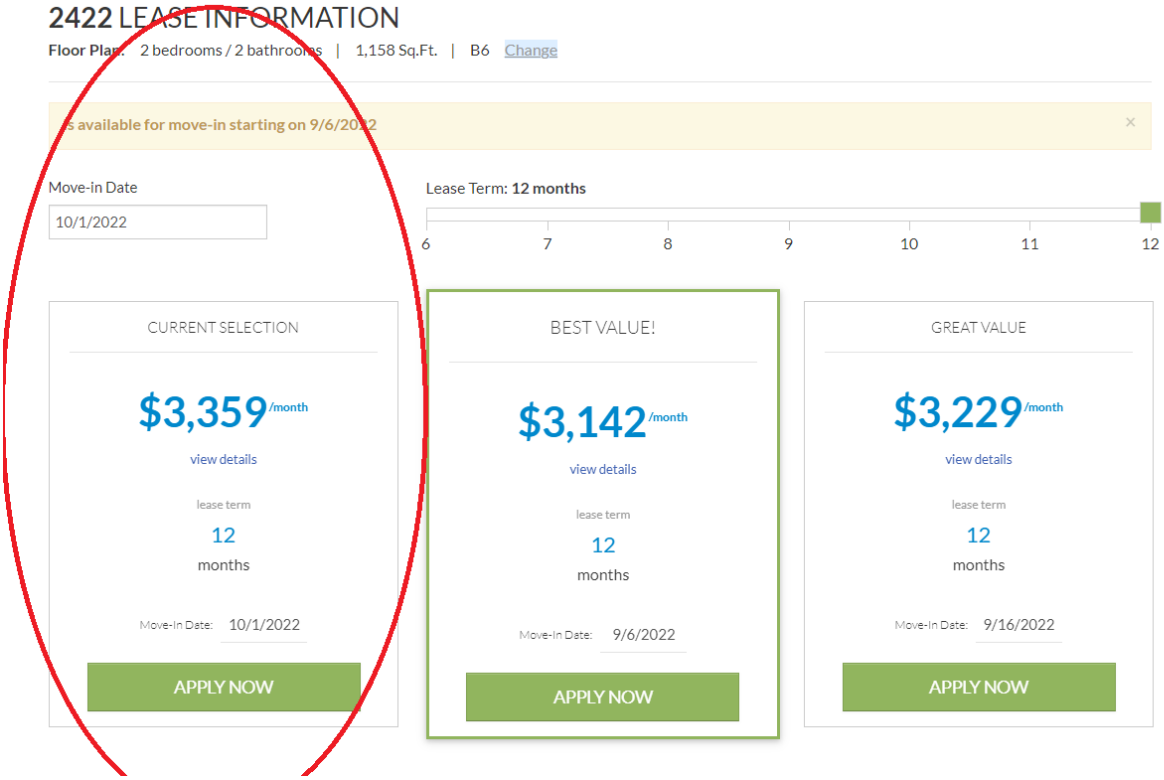
$3,142-$4,856

SHOW ME MORE

VIDEO

Live Tour Options

$3,359 is what a tenant would pay if they are looking now for a rental about 45 days from now and a more realistic representation of actual rents.



# Village Board of Trustees Agenda Item Report

**Meeting Date:** August 22, 2022
**Submitted by:** Ellen Weber
**Submitting Department:** Community Development
**Item Type:** Ordinances
**Agenda Section:** Ordinances

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**Subject:**

An Ordinance for the Village of Villa Park, Illinois Granting a Special Use for Vehicle Body and Paint Finishing Shop for the Property Located at 225 W. Stone Road (Petition PZ-22-0007 / 225 W. Stone / Let's Go Motors)

**Suggested Action:**
This Ordinance, if approved, will allow for special use approval of the property located at 225 W. Stone Road to operate as a vehicle body and paint finishing shop. Let's Go Motors, the applicant of the special use, currently operates as auto dealer at its location in the Village. The business model is to purchase vehicles and sell, not rebuild vehicles. The applicant indicates clean title vehicles are bought, minor body work is completed, and vehicles are sold. Use of the vehicle body and paint finishing booth is described as an accessory use for the auto dealership. At the July 14, 2022 public hearing, the Planning & Zoning Commission voted 6-2 recommending approval of the special use contingent on certain conditions as set forth in the Ordinance.

**Recommendation:**

Let's Go Motors operates under an Auto Dealer license from the State of Illinois. The business model is to purchase vehicles and sell, not rebuild vehicles. The applicant indicates clean title vehicles are bought, minor body work is completed, and vehicles are sold. Use of the Vehicle Paint Booth is described as an accessory use for the auto dealership. At the July 14, 2022 public hearing, the Planning & Zoning Commission voted 6-2 recommending approval of the following:

A Special Use, identified in the Village Zoning Ordinance under Article 6, Section 6.1.3 in the M-1 Light Industrial District for *Vehicle Body and Paint Finishing Shop* , pursuant to the

procedures set forth in Article 11, Section 11.4 the Village Zoning Ordinance.

With the following conditions:

1. Compliance with all applicable Village Codes and regulations.
2. Business owner will obtain all necessary permits/certifications for development, including building, spray paint booth, and sign permits; and, a certificate of occupancy.
3. Installation of triple basin and RPZ valve.
4. All parking related to the business will be on the subject property, not within the road and will comply with all rules and regulations imposed by the village regulating parking in the parkway.
5. Property will be maintained in such a manner as to not create a public nuisance as defined in the Property Maintenance Code.
6. Fire Lanes will be approved by the Chief of the Fire Department, and maintained by the business owner.
7. Complete remittance of sales tax to the State of Illinois.

For the property located at 225 W. Stone, 06-04-210-017, 06-04-210-018

with a finding of fact that such special uses meet the standards enumerated in Article 11.2 and 11.4. of Appendix C of the Municipal Code Village of Villa Park Basic Zoning Ordinance.

**Attachments:**
Ordinance_for_PZ-22-0007_225_W_Stone__SU_Auto_Paint_Booth.docx
Ex 1 Aug 8 2022 VB 225 W Stone SU Paint Booth PZ-22-0007 .docx
Ex 2 Site Plan 225 W Stone.pdf
Ex 3 Interior 225 W Stone.pdf
Ex 4 Spray Paint Booth Plan Submittal.pdf
Ex 5 Minutes PZ-22-0007 7-14-22.pdf

**Ordinance No. __**

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS, GRANTING A SPECIAL USE FOR VEHICLE BODY AND PAINT FINISHING SHOP FOR THE PROPERTY LOCATED AT 225 W STONE ROAD (Petition PZ-22-0007 / 225 W. Stone / Let's Go Motors)**

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

**WHEREAS**, pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.) the President and Board of Trustees of the Village (the "*Corporate Authorities*") may provide for zoning to regulate the development and use of real estate within its borders and pursuant to Section 11-13-1.1 of the Illinois Municipal Code allow the classification of special uses within a zoning district; and,

**WHEREAS**, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5) the President and Board of Trustees of the Village (the "Corporate Authorities") may determine and vary the regulations relating to its zoning ordinances; and,

**WHEREAS**, Macario Ramos of Let's Go Motors d/b/a Gs N Zs Motorsports ("Petitioner"), with authorization from the owner Chicago Title 8002374750 (Owner"), applied for and are seeking a special use for a Vehicle Body and Paint Finishing Shop for the property located at 225 W. Stone, Villa Park, Illinois, (the "Subject Property") and legally described in Section 2 of this Ordinance; and

**WHEREAS,** notice of a public hearing on said application was published on June 28, 2022 in a newspaper having general circulation within the Village, and pursuant to said notice, the Planning and Zoning Commission of the Village conducted a public hearing on July 14, 2022 in accordance with the State statutes and the ordinances of the Village; and,

**WHEREAS,** after taking into consideration all evidence and testimony presented at the public hearing, the Planning and Zoning Commission reviewed the standards set forth in Subsection 11.4.8 of the Villa Park Zoning Ordinance and made the recommendation that the special use of the Subject Property be granted, and made certain findings of fact enumerated below:

**Findings of Fact**

**Standards for a Special Use*:***

**A. That the proposed use or activity is expressly authorized as a special use.**
*Vehicle Body and Paint Finishing Shop is an activity expressly authorized as a special use in the M-1 District, per Article 6 – Uses of the Zoning Code.*

**B. That the proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;**
*Vehicle Body and Paint Finishing Shop is an activity necessary to maintenance of vehicles. The business is a specialty destination for those specifically seeking Nissan vehicles and draws customers who may also shop and dine at Villa Park restaurants. The business meets the vision for Stone Road as identified in the Comprehensive Plan. Auto sales provide sales tax to a municipality.*

**C. That the proposed use will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity.**
*The building permit process will confirm that the paint booth is installed to meet the specifications of the Fire Department and installed properly. Triple basin and RPZ valve are already installed in the building. Parking will be in accordance to an approved site plan to prevent disrupting the operation of neighboring businesses.*

**D. That approval of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;**
*The area is built out and if the business is operated in accordance with the Site Plan, sufficient off street parking is available onsite and will not impact surrounding properties.*

**E. That the proposed special use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure and community services; and**
*Adequate utilities, access roads, and drainage exist. Parking is limited on Stone Road, therefore the business has provided a site plan indicating where vehicles will be*

*parked. The site plan places 14 vehicles on the property, not encroaching onto public right of way.*

**F. That the proposed special use complies with all applicable regulations of this zoning ordinance except as expressly approved in accordance with the procedures of this zoning ordinance.**
*The Paint Booth will not be installed without approved Building and Fire Permits which conform to zoning, fire, and building code requirements.*

**WHEREAS,** the Planning and Zoning Commission submitted its report and recommendation to the President and Board of Trustees of the Village of Villa Park; and

**WHEREAS,** the President and Board of Trustees (the "Corporate Authorities") of the Village of Villa Park have received and considered the recommendations of the Planning and Zoning Commission; and

**WHEREAS,** the Corporate Authorities accept the findings of fact recommended by the Planning and Zoning Commission as set forth hereinabove and have determined that it is advisable, necessary and in the public interest to approve a special use for the Subject Property to allow for a Vehicle Body and Paint Finishing Shop.

**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 recitals set forth above are incorporated herein by reference.

**Section 2:** That this Ordinance shall apply to the Subject Property legally described as follows:

LOTS 1,2,3, and 4 IN BLOCK 2 IN SECOND ADDITION TO NORTH AVENUE TERRACE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 4, 1926 AS DOCUMENT 226034, IN DUPAGE COUNTY, ILLINOIS.

The property is commonly known 225 W. Stone, Villa Park, IL 60181

PIN No.: 06-04-210-017, 06-04-210-018

**Section 3**: A special use is granted for the Subject Property to allow for a Vehicle Body and Paint Finishing Shop.

**Section 4:** In order to reduce or minimize the effect of the special use on the Subject Property and to better carry out the general purpose and intent of the Zoning Ordinance, the special use granted herein is authorized is expressly conditioned upon and subject to the Petitioner satisfying all of the following conditions:

1. Compliance with all applicable Village Codes and regulations.
2. Business owner will obtain all necessary permits/certifications for development, including building, spray paint booth, and sign permits; and, a certificate of occupancy.
3. Installation of triple basin and RPZ valve.
4. All parking related to the business will be on the subject property, not within the road and will comply with all rules and regulations imposed by the village regulating parking in the parkway.
5. Property will be maintained in such a manner as to not create a public nuisance as defined in the Property Maintenance Code.
6. Fire Lanes will be approved by the Chief of the Fire Department, and maintained by the business owner.
7. Complete remittance of sales tax to the State of Illinois.

**Section 6:** The approval of the special use hereinabove described is subject to all other conditions and requirements imposed and set forth in the Villa Park Zoning Ordinance, as amended, and all other duly enacted ordinances of the Village of Villa Park, Illinois, except as otherwise provided herein.

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

Passed this _____ day of _____, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2022.

_____
Village President

Attest:

_____
Village Clerk

Published in pamphlet form:

_____, 2022

# Village of Villa Park

Community Development Department, 11 W. Home Avenue, Villa Park, IL 60181

TO: Village Manager Harline
FROM: Community Development Department
DATE: August 22, 2022
RE: Petition PZ-22-0007 / 225 W. Stone / Let's Go Motors
Special Use for Vehicle Body and Paint Finishing Shop / Macario Ramos of Let's Go Motors d/b/a Gs N Zs Motors (Applicant) on behalf of Chicago Title 8002374750 (Owner)

Summary of Request:
The subject property is a multi-tenant industrial building, with 3 tenants, located at the southwest corner of Stone and Michigan. Department records indicate that in 1971 property owner Michael Doyle was granted a variance for 5' sideyard (with a notation that no loading was necessary on that side). The alley behind the property was vacated by O #1684, in 1977.

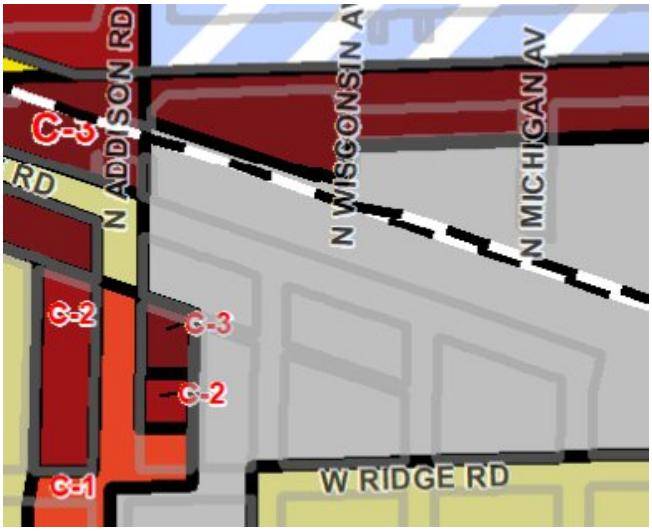
Let's Go Motors operates under an Auto Dealer license from the State of Illinois. The business model is to purchase vehicles and sell, not rebuild vehicles. The applicant indicates clean title vehicles are bought, minor body work is completed, and vehicles are sold. Use of the Vehicle Paint Booth is described as an accessory use for the auto dealership.

Site Information:

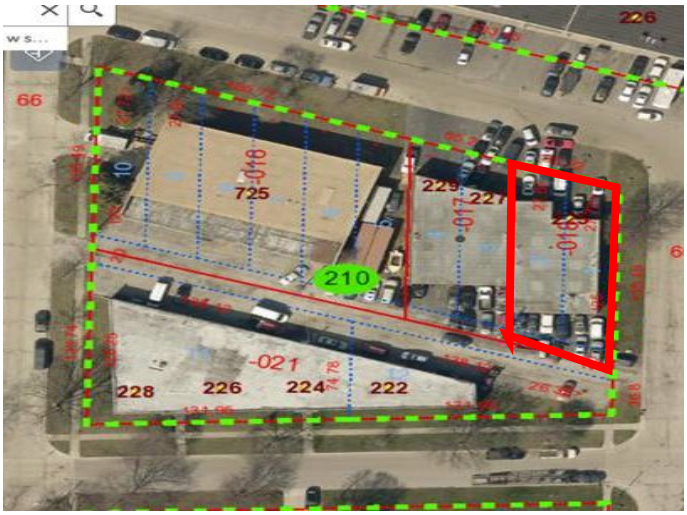
| | | | |
|---|---|---|---|
| Present Zoning: | M-1 Light Manufacturing | Present Land Use: | Automotive Repair |
| Property Size: | 0.302 AC. | PINS: | 06-04-210-017, 06-04-210-018 |

Surrounding Zoning: North, West, East, South – M-1 Light Manufacturing
Surrounding Land Uses: A variety of Light Manufacturing, vehicle auto repair, detailing, and body shops, and gym.

Zoning Map




Location Map – 225 W. Stone



Comprehensive Plan Designation - Business District Mixed-Use:
Stone Road is designated part of the North Avenue Business District. Policy considerations call for the addition of larger scale commercial (retail, office, restaurants) in addition to the existing light industrial, warehousing, and other business park uses. Stone Road is classified as industrial and not identified in the Plan for special treatment. Many of the buildings on Stone contain triple basins which has made them attractive to auto repair businesses. Auto intensive uses however have created a strain on the surrounding neighborhood.

Zoning Request:
A Special Use, identified in the Village Zoning Ordinance under Article 6, Section 6.1.3 in the M-1 Light Industrial District for *Vehicle Body and Paint Finishing Shop*, pursuant to the procedures set forth in Article 11, Section 11.4 of the Village Zoning Ordinance.

*Review*
Per 11.4.1. Intent, special use approval procedures are intended to provide a transparent, public review process for land uses that, because of their widely varying design and operational characteristics, require case-by-case review to determine whether they will be compatible with surrounding uses and development patterns.

Village Staff has reviewed the request against factors which impact the compatibility of a paint and body shop operation. They are listed below, followed by Staff analysis for each.

1. Does the proposed paint booth protect the health of workers (in this and neighboring businesses)? Via the building permit process, Fire Department and Building Division will verify that the Paint booth is designed and installed according to plans stamped by an architect, with proper ventilation and suppression system.

   *Analysis: The applicant will submit for a building permit once zoning approvals for a Special Use are provided. It was determined the zoning action would precede the preparation of plans due to cost associated with the plans. Compliance to Fire and Building Codes are recommended as a condition of approval.*

2. Does the proposed paint booth protect the environment?
   a. A Triple Basin system is required to ensure paint solvents and chemicals are flushed out and not entering water system.
   b. A reduced pressure zone "RPZ" – backflow prevention valve is required to protect the water system

   *Analysis: A triple basin and RPZ already exist in the building.*

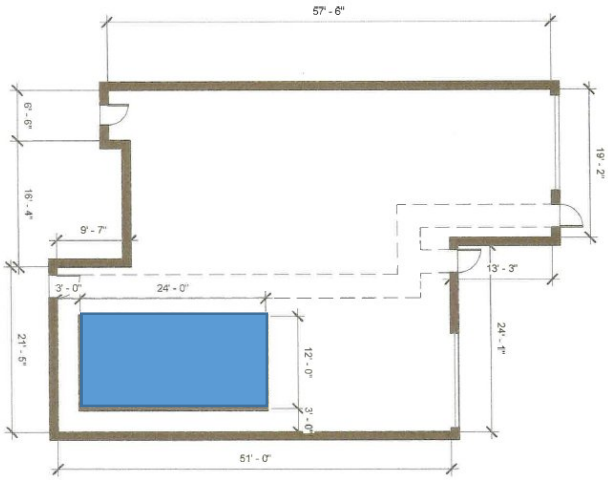
3. What is the business model? If automotive, proper State Licensing for business activities will be confirmed, including all applicable such as:

   a. Rebuilder license if cars are being rebuilt
   a. Dealer license if cars are being sold

b. Illinois Business Tax ID number if sales tax are collected on business sales and services.

*Analysis: The petitioner has provided copies of applicable state licenses and the IBT number. He reports vehicles are not being re-built and that the business model is basic maintenance and minor body repair of vehicles purchased with clean titles. It is recommended that a condition of approval be proper remittance of sales tax to the State.*

4. Will parking and storage of cars being worked on impact the neighborhood? A Site Plan indicating employee, customer, and parking for cars being serviced will be required to determine if parking will impact neighboring properties.




*Analysis: Parking is a concern on Stone Road and the main concern for this request. Let's Go Motors specializes in Nissan vehicles, operating as Gs N Zs Motors.*

*225 W Stone is a 3,500 sq. ft. internet automotive dealership shop, occupying the eastern portion of the building, with two (2) service doors. The 20' alley to the rear is private and not public. The Petitioner has provided a Site Plan including a parking plan.*

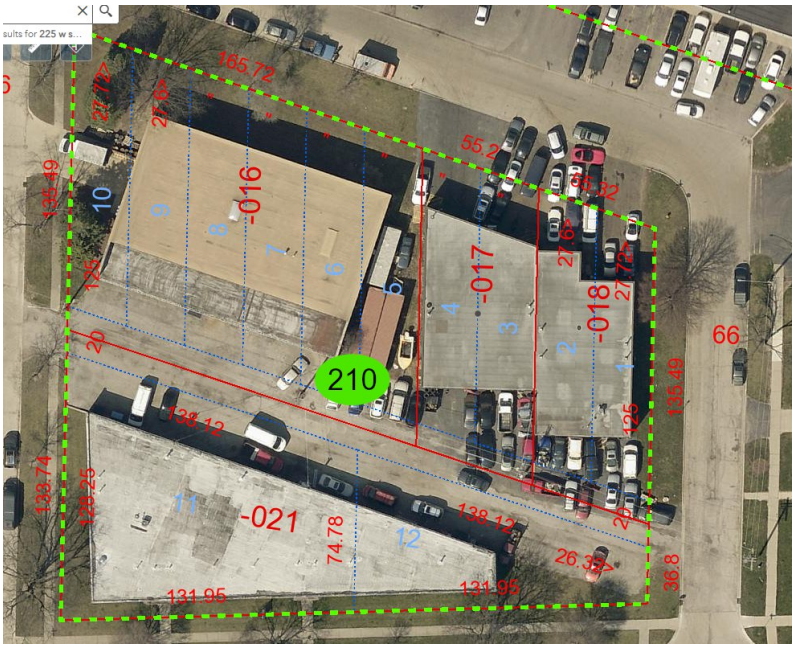
*The petitioner has indicated auto sales is the main function of the building and parking requirements were determined using that classification:*

- *1 parking space per vehicle body and paint finishing shop service bay*
- *2.5 per every 1,000 sq. ft. of personal vehicle sales and rental*
- *.5 per employee.*

*With 1 paint booth (shown in blue in the shop diagram above), 3,500 sq. ft., and 3 employees, parking requirements are 13 spaces.*

*The Site Plan, (Exhibit 2) includes 14 spaces on-site. Note, while the shop is wide and will accommodate 4 - 7 Nissan cars ((generally 6 'x 14' in size) within the building, the Site Plan is drawn to scale with 10' x 20' size parking spaces. Although the site could potentially accommodate more Nissan cars the Site Plan indicates 10' x 20' parking stalls because a Special Use is transferrable and "runs with the land," per Sec. 11.4.10. It is noted that the Site Plan depicts less cars than are often parked onsite, as shown in this aerial photo.*

*It is recommended that an approval include a condition that cars be parked only on the subject property, and not encroach into the Public Right-of-way.*




Findings of Fact

The application meets the requirements of Sec. 11.4. SPECIAL USES. Automotive paint and – body shop is a special use in the M1 District. The petition has been filed by the business owner with signature by the property manager authorized to represent the owner. Proper public notice has been provided. Special use approval runs with the land and is not affected by changes of tenancy or ownership.

The Planning and Zoning Commission recommendation is being forwarded to the Village Board with these findings.

A. That the proposed use or activity is expressly authorized as a special use.
*Vehicle Body and Paint Finishing Shop is an activity expressly authorized as a special use in the M-1 District, per Article 6 – Uses of the Zoning Code.*

B. That the proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
*Vehicle Body and Paint Finishing Shop is an activity necessary to maintenance of vehicles. The business is a specialty destination for those specifically seeking Nissan vehicles and draws customers who may also shop and dine at Villa Park restaurants. The business meets the vision for Stone Road as identified in the Comprehensive Plan. Auto sales provide sales tax to a municipality.*

C. That the proposed use will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity.
*The building permit process will confirm that the paint booth is installed to meet the specifications of the Fire Department and installed properly. Triple basin and RPZ valve are*

*already installed in the building. Parking will be in accordance to an approved site plan to prevent disrupting the operation of neighboring businesses.*

D. That approval of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
*The area is built out and if the business is operated in accordance with the Site Plan, sufficient off street parking is available onsite and will not impact surrounding properties.*

E. That the proposed special use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure and community services; and
*Adequate utilities, access roads, and drainage exist. Parking is limited on Stone Road, therefore the business has provided a site plan indicating where vehicles will be parked. The site plan places 14 vehicles on the property, not encroaching onto public right of way.*

F. That the proposed special use complies with all applicable regulations of this zoning ordinance except as expressly approved in accordance with the procedures of this zoning ordinance.
*The Paint Booth will not be installed without approved Building and Fire Permits which conform to zoning, fire, and building code requirements.*

Planning and Zoning Recommendation:

At the July 14, 2022 public hearing, the Planning & Zoning Commission voted 6-2 recommending approval of the following:

A Special Use, identified in the Village Zoning Ordinance under Article 6, Section 6.1.3 in the M-1 Light Industrial District for *Vehicle Body and Paint Finishing Shop*, pursuant to the procedures set forth in Article 11, Section 11.4 the Village Zoning Ordinance.

With the following conditions:

1. Compliance with all applicable Village Codes and regulations.
2. Business owner will obtain all necessary permits/certifications for development, including building, spray paint booth, and sign permits; and, a certificate of occupancy.
3. Installation of triple basin and RPZ valve.
4. All parking related to the business will be on the subject property, not within the road and will comply with all rules and regulations imposed by the village regulating parking in the parkway.
5. Property will be maintained in such a manner as to not create a public nuisance as defined in the Property Maintenance Code.
6. Fire Lanes will be approved by the Chief of the Fire Department, and maintained by the business owner.
7. Complete remittance of sales tax to the State of Illinois.

For the property located at 225 W. Stone, 06-04-210-017, 06-04-210-018

with a finding of fact that such special uses meet the standards enumerated in Article 11.2 and 11.4. of Appendix C of the Municipal Code Village of Villa Park Basic Zoning Ordinance.

Discussion included parking needs in the area, parking as a component of zoning review prior to release of Certificate of Occupancies for new businesses, and a meeting held with Stone Road Property Owners. Responding to complaints from the community, an intradepartmental work team comprised of Community Development, Public Works, Fire and Police Departments have worked together to address issues which include Village code violations, parking, the process for a new tenant to obtain a Certificate of Occupancy, and life safety concerns such as clear paths for building access and a clear roadway for deliveries and emergency vehicles are maintained.

Property owners have been very receptive. Building maintenance, remediation of violations, and property clean-up has been evident. Villa Park Police have been ticketing automobiles without tags and those parked illegally. Building owners have been advised that future requests for certificate of occupancy will include the availability of parking on-site for the proposed business.

In discussion, the Planning & Zoning Commission indicated that in the future they may wish to consider standards for traditional automotive dealerships located on high volume roadways and for internet-based sales dealerships.

Requested Action:
If the Village Board finds in support of the rezoning request, the attached ordinance can be approved.

Attachments:
Exhibit 1 Ordinance SU Auto Paint Booth PZ 22 0007
Exhibit 2 Site Plan, prepared by the petitioner, indicating available parking
Exhibit 3 Interior Drawing 225 W Stone
Exhibit 4 Spray Paint Booth Plan Submittal Requirements
Exhibit 5 Minutes of July 14, 2022 Public Hearing

| | AYES | NAYS |
|---|---|---|
| Planning and Zoning Recommendation Required:<br>Majority of quorum | 6 | 2 |
| Village Board Final Decision Required:<br>Two-thirds of all members of the Village Board | | |

5812 W. HIGGINS AVENUE
CHICAGO, ILLINOIS 60630

# MM SURVEYING CO., INC.

PROFESSIONAL DESIGN FIRM No. 184-003233

PHONE:(773)282-5900
FAX: (773)282-9424
mmsurvey1285@sbcglob

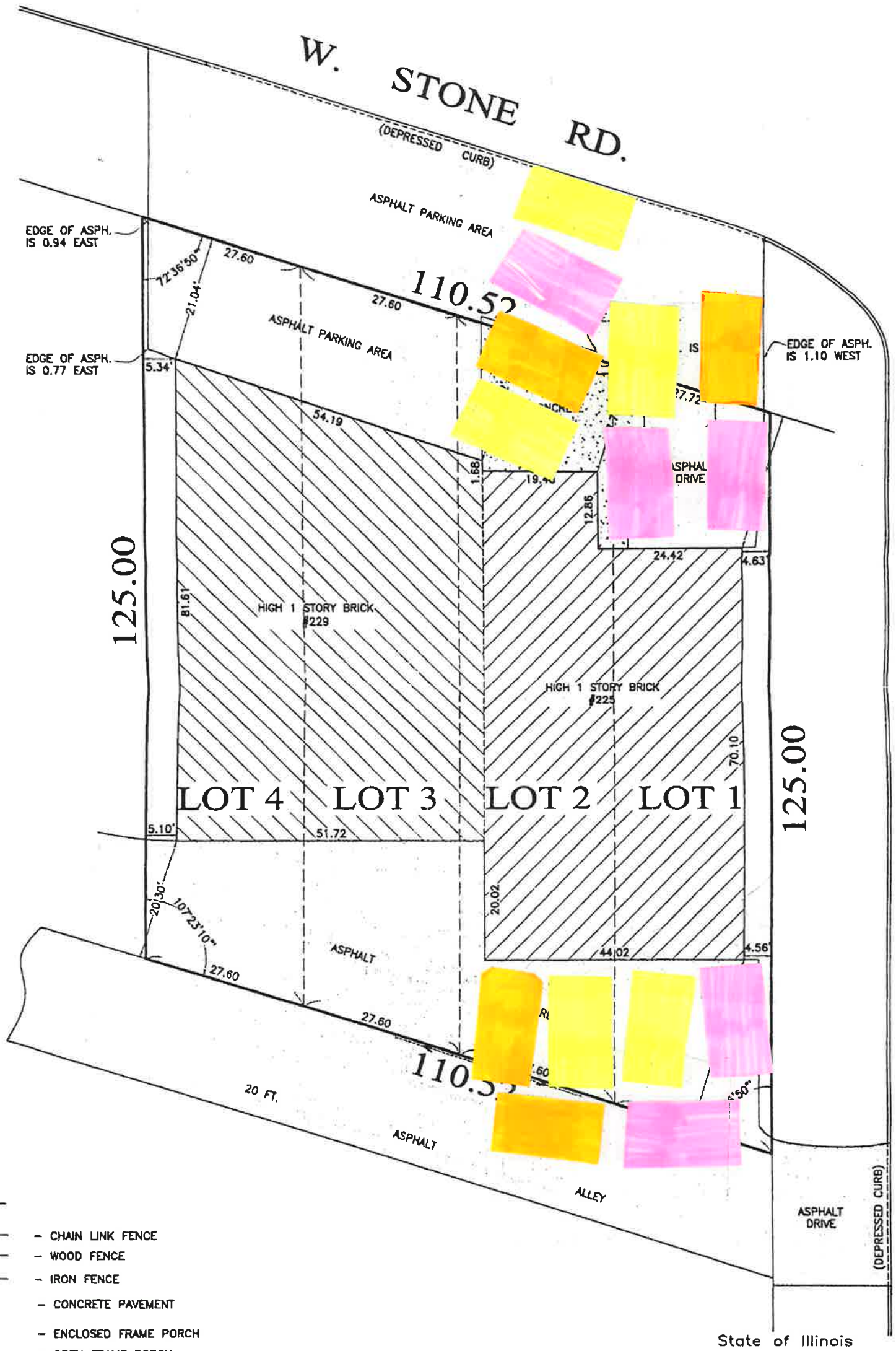
# PLAT OF SURVEY

## OF

LOTS 1, 2, 3 AND 4 IN BLOCK 2 IN SECOND ADDITION TO NORTH AVENUE TERRACE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 4, 1926 AS DOCUMENT 226034, IN DUPAGE COUNTY, ILLINOIS.

TOTAL LAND AREA = 13,184 sq.ft.

NORTH
ASSUMED




LEGEND:

| | |
|---|---|
| – x – x – x – | – CHAIN LINK FENCE |
| – o – o – o – o – | – WOOD FENCE |
| – o – o – o – o – | – IRON FENCE |
| | – CONCRETE PAVEMENT |
| E.FR.P. | – ENCLOSED FRAME PORCH |
| O.FR.P. | – OPEN FRAME PORCH |
| O.BR.P. | – OPEN BRICK PORCH |
| O.C.P. | – OPEN CONC. PORCH |
| E.C. | – EDGE OF CONCRETE |
| E.BR. | – EDGE OF BRICK |

ORDER NO. 88703

SCALE: 1 INCH = 20 FEET

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

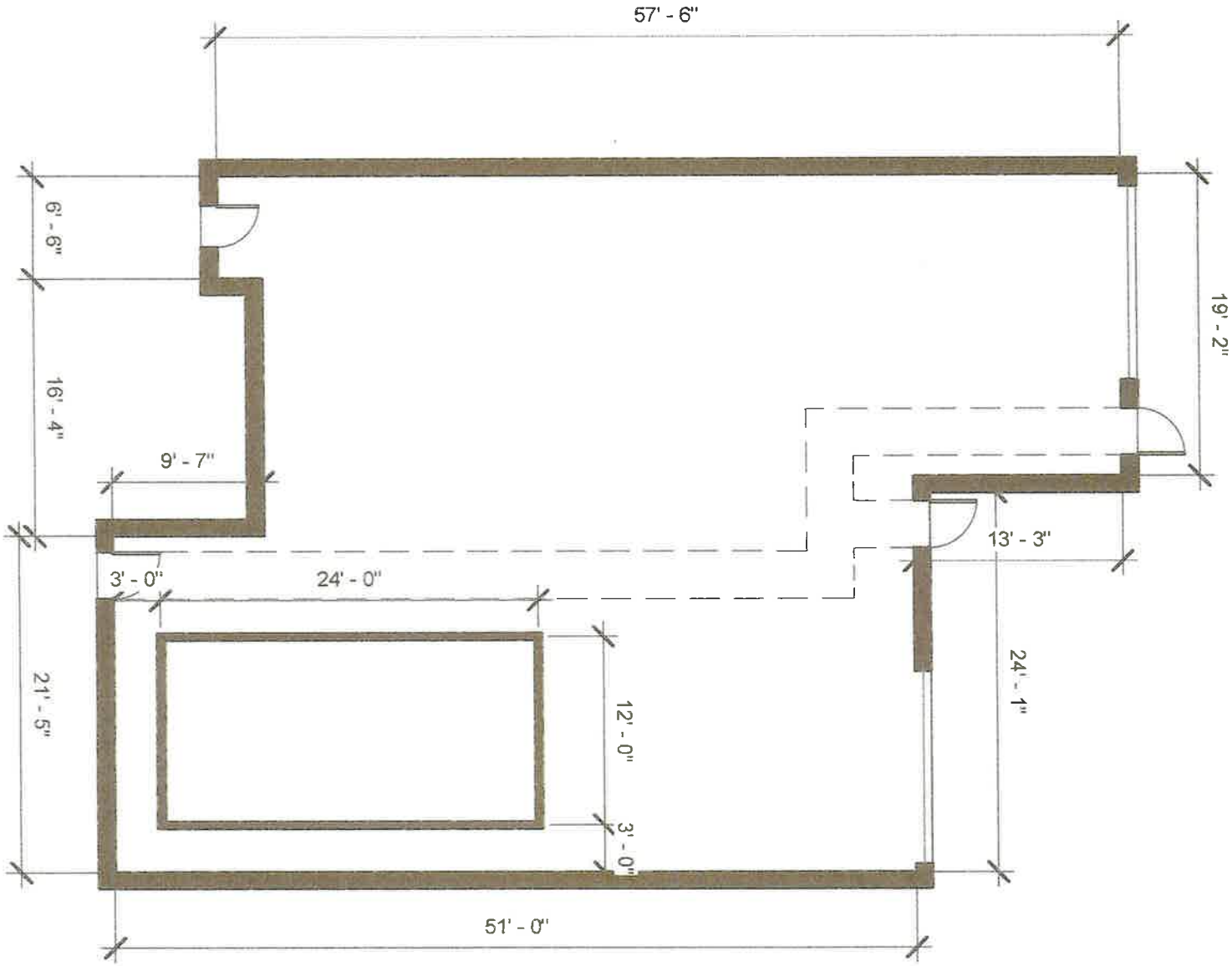
FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO YOUR DEED, TITLE POLICY AND LOCAL ZONING

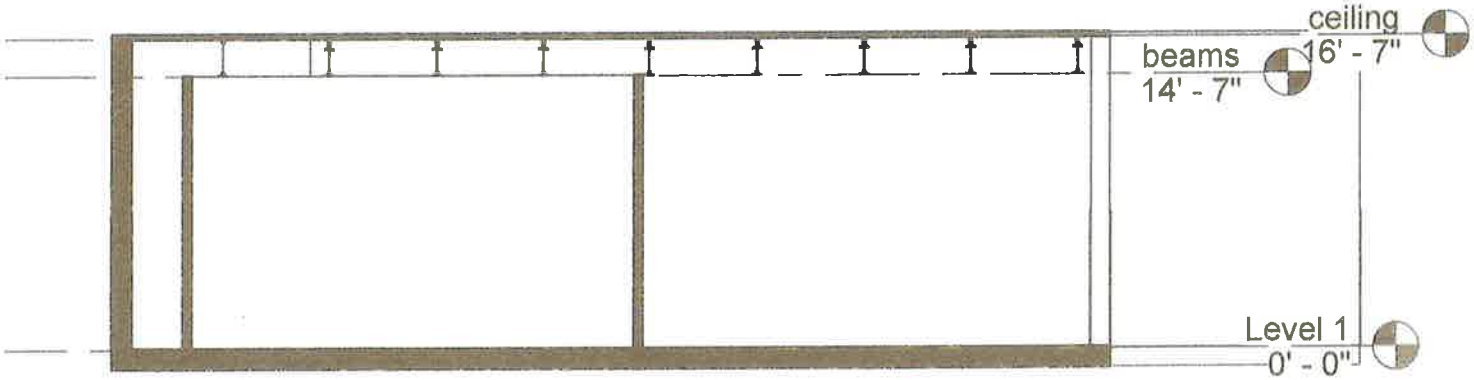
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35-252
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State of Illinois
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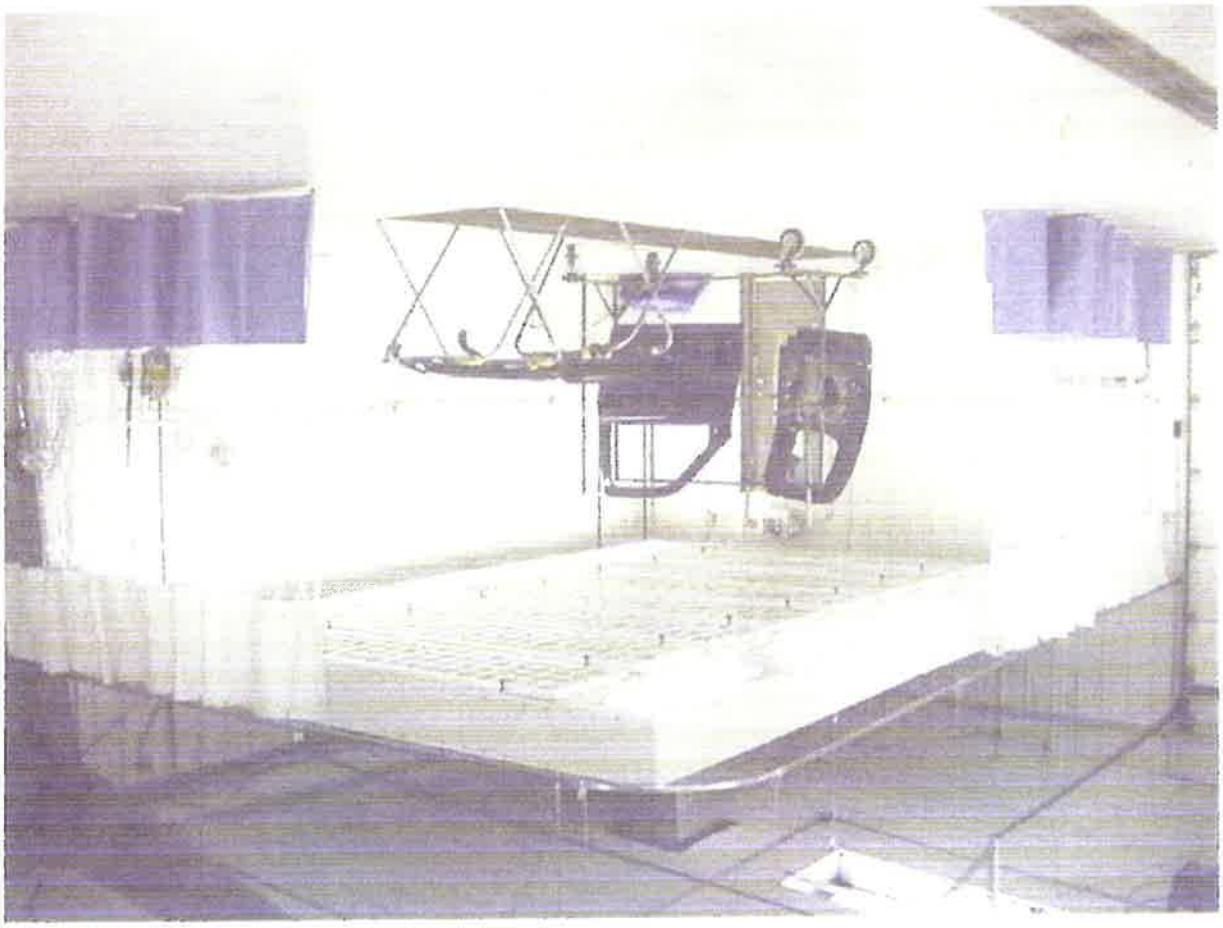
We, M M Surveying Co., Inc., do hereb
certify that we have surveyed the abo
described property and that the plat
hereon drawn is a correct representati
of said survey.

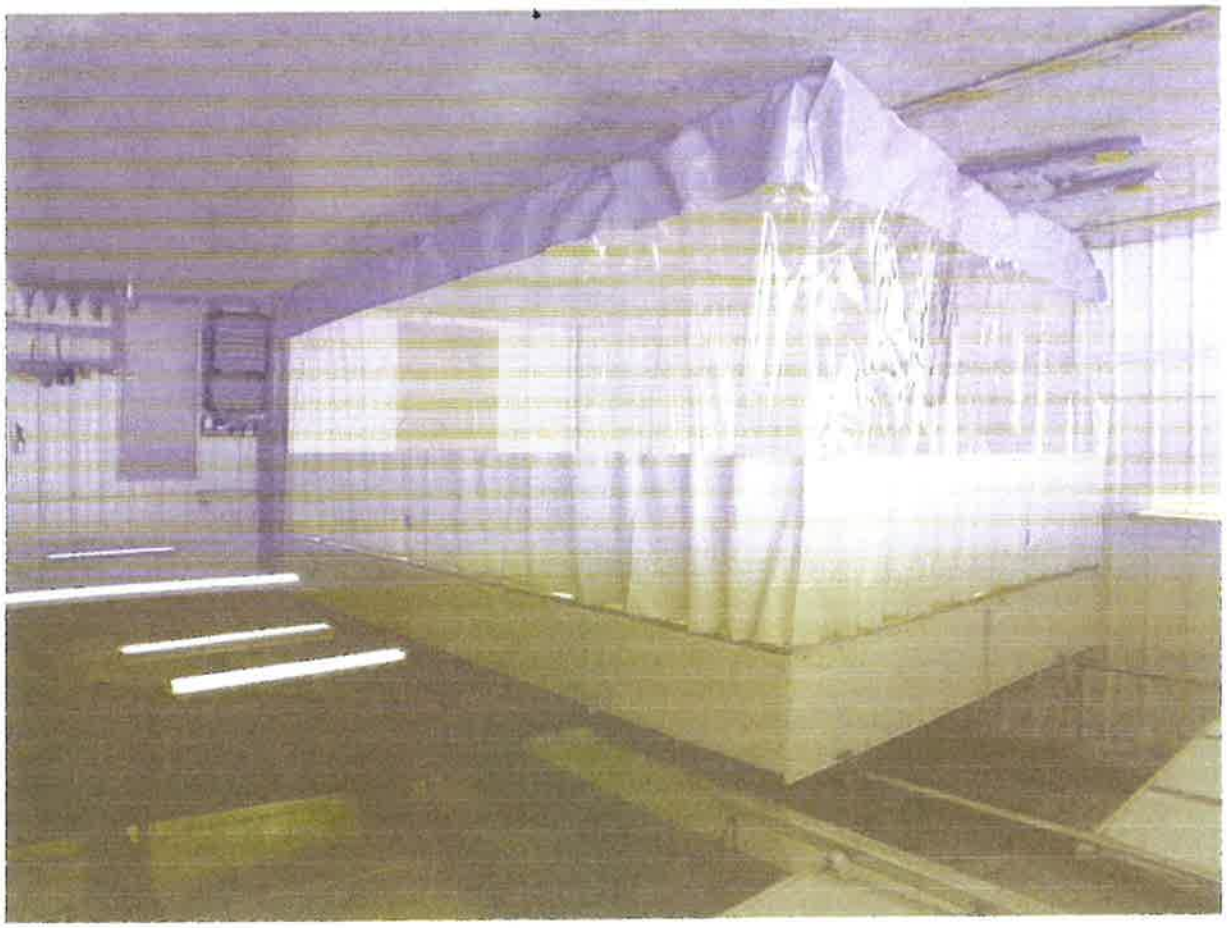
Signature: M Mihajlovic

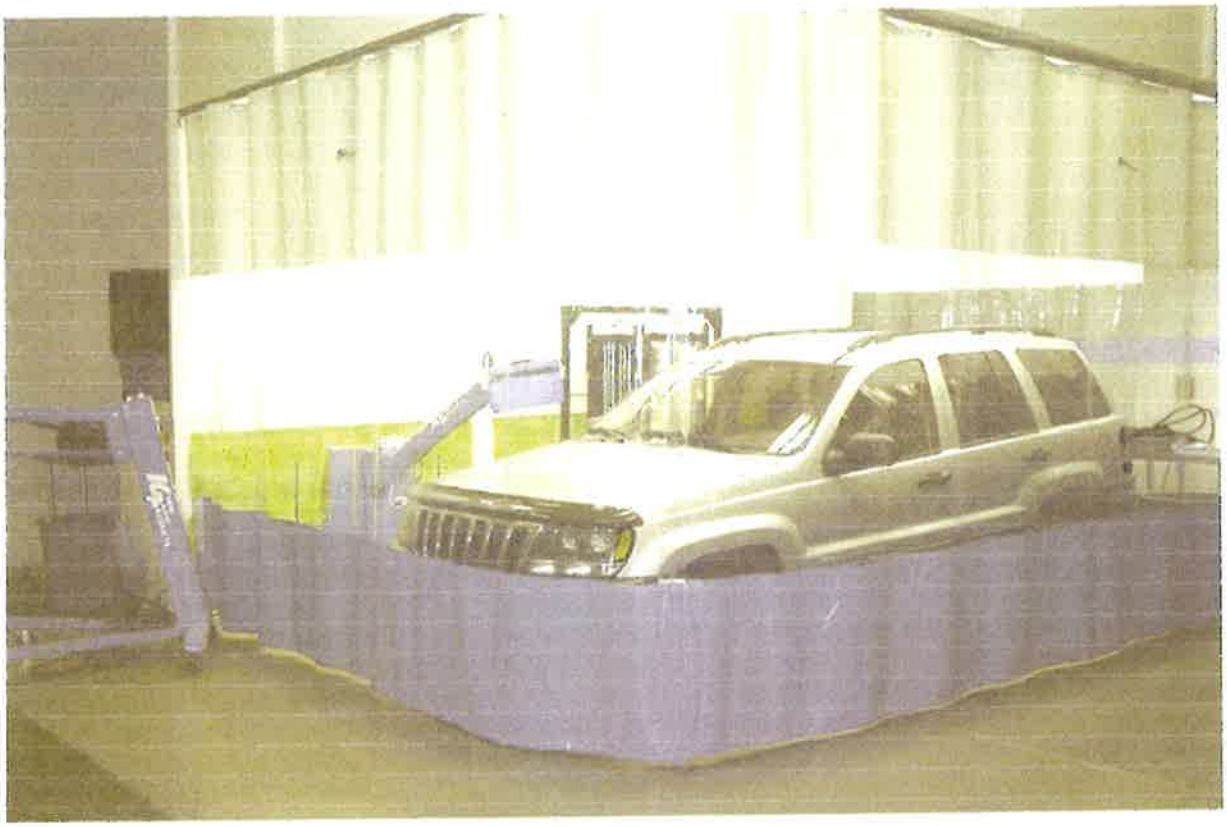

57' - 6"
6' - 6"
16' - 4"
9' - 7"
19' - 2"
13' - 3"
3' - 0"
24' - 0"
21' - 5"
12' - 0"
3' - 0"
24' - 1"
51' - 0"




1 Section
1" = 10'-0"







The Col-Met 2 Sided Limited Finishing Prep Station works well for painting, sanding, and prepping vehicles by pulling fresh air from the cleaner upper levels of the auto body shop. It utilizes a pressurization fan, and the air is extracted to the prep station through a filter bank situated in the ceiling close to the entry. From the work area, air is drawn into a filtered exhaust plenum at the opposite end and sent out through the stack and exhaust fan.

This finishing prep station boasts a heavy duty construction. The hanging intake plenum and exhaust wall plenum are made with 18-gauge galvanized steel panels. The 18" diameter tube axial fan and 1 ½ HP, 3-phase motor are designed to function efficiently in removing the exhaust. Illumination is bright inside the booth from eight, four-tube, 48" long, 32-watt fluorescent lights mounted in the roof panel. The Col-Met 2 Sided Limited Finishing Prep Station meets NFPA 33 regulations regarding limited finishing workstations. All fixtures are ETL listed.

The painting area includes Goff wall curtains with mounting for creating an enclosure. For making installation easy, assembly hardware, panels, sealants, and filters are included. It does not come with a threaded rod for suspending the intake plenum. This Col-Met finishing prep station is available in two models. Model 8705 is a two-sided model that comes with front and side curtains, and it uses your existing shop walls for side and back. Model 8713 is a three-sided model that includes front and two side curtains. It uses your existing shop wall for a back wall.

**Key Features of the Col-Met 2 Sided Limited Finishing Prep Station:**

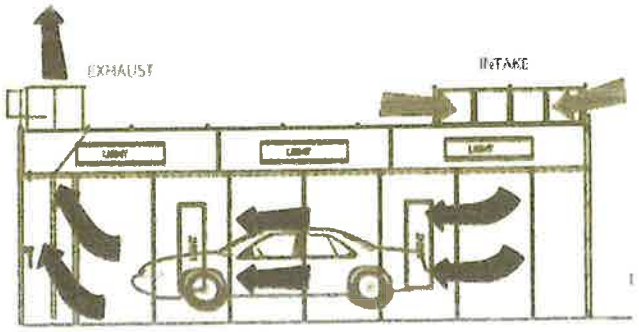
- Easy to install and operate
- Easy maintenance
- Heavy-Duty construction with the intake plenum and exhaust wall plenum made from 18-gauge galvanized steel panels
- One 18" diameter tube axial fan with 1 ½ HP three-phase motor
- Full booth illumination from eight, 4-tube 48" long, 32-watt, fluorescent lights
- Modified downdraft and downdraft airflow
- Filtered exhaust plenum
- Meets NFPA 33 regulations
- ETL listed

**Technical Specifications**

- Inside dimensions: 14' wide x 7' -10' tall x 24' deep (actual installed height is required to order Goff Curtain walls)
- Plenum Construction: 18-gauge galvanized steel
- Tubeaxial Fan Diameter: 18"
- 3-Phase Motor: 1-1/2 HP

**Ships by truck freight. You will be contacted with shipping charges before the order is processed.**

**Forklift required at time of delivery.**



# Villa Park Fire Department

20 S. Ardmore, Villa Park, IL 60181
Phone (630) 833-5350
Fax (630) 941-5978


## Spray Booth Submittals

All supporting documentation showing items listed below are required for review. The checklist is based on the 2015 Edition of the International Mechanical Code, the 2015 Edition of the International Fire Code, as well as NFPA 13, 17, 33, 72, and UL 1254.

- A minimum of (5) five copies of shop drawings, and submittal data shall be provided with the permit application.
- All plans must have the designer and installers name, address, phone number, email, and the design professional's qualifications.
- Drawings are to be uniform in size and drawn to a recognized scale.

**Spray Booths:**

- Design and construction of the spray booth shall be in accordance with IFC 2404 and NFPA 33. At a minimum spray booths shall be constructed of approved noncombustible materials in accordance with Section 2404.
- All surfaces shall be smooth and continuous, permit the free passage of exhaust air and shall be designed to confine any residue within the booth.
- Flooring shall be non-sparking and non-combustible.
- Area of the spray booth shall not exceed 1,500 sq. ft., 10 percent of the floor area, of a single booth of 500 sq. ft.
- Minimum of 3 ft. clearance is required around all sides of booth.
- Lighting and illumination within the spray booth shall be Class 1, Division 2 or Class 2, Division 2.
- Electrical wiring and equipment outside of the spray booth, 5 feet horizontally and 3 feet vertically shall be Class I, Division 2 or Class II, Division 2.
- Upon activation of the fire suppression system, the spray/drying operations shall be shut-off.
- Interface to the main building FACP, if provided, that will automatically shut-off the spraying operations upon fire alarm system activation.

- Interlocks shall be provided to: 1) prevent spraying while drying operations are in progress, 2) automatically shunt the drying operation upon a ventilation failure, and 3) shunt the drying operation if the temperature exceeds 200 degrees.
- Emergency controls for the spraying operations shall be interfaced into the FACP.
- A minimum of one (1) manual fire alarm and emergency system shutdown shall be readily accessible to personal within the area of the spraying operations.
- Appropriate labeling and signs in accordance with IFC Section 2403.2.6 & 2403.2.7, must be provided;
    - "Smoking or Open Flames Prohibited".
    - "No Welding" See IFC Section 1503.2.7 for required wording.
- A placard specifically identifying the flammable/combustible material therein. An NFPA 704 placard may be required.
- Ventilation for the spraying and drying operations shall be in accordance with the 2015 International Mechanical Code and IFC Section 2404.7.
- A minimum air velocity of 100 feet per minute shall be provided across the spray booth cross section during operation.
- Provide a manometer to measure the airflow.
- Air exhausted from spray operations shall not be recirculated.
- Termination points for the exhaust ducts shall be in accordance with IFC Section 2404.7.6
- Provide the total amount of flammable/combustible paint materials to be within the paint mixing or storage room.
- Illumination of the spray booth shall be in accordance with Section 2404.6.2.
- All electrical wiring shall be in accordance with NFPA 70 and NFPA 33.
- Any other requirements of the 2015 IMC, 2015 IBC and 2015 IFC Chapter 24, not listed within this guideline shall also be met

**Spray Rooms Requirements:**

- When approved, spray rooms shall be constructed in accordance with the IBC. Flooring shall be non- sparking and non-combustible. All walls, floors and ceilings shall be protected by minimum 1-hour rated construction.
- All of the above requirements shall also apply to spraying rooms unless otherwise noted in the IFC Chapter 24.

**Ventilation:**

- Mechanical ventilation shall be kept in operation at all times while spraying operations are being conducted and for a sufficient time thereafter to allow vapors from drying coated articles and finishing material residue to be exhausted. Spraying equipment shall be interlocked with the ventilation of the spraying area such that spraying operations cannot be conducted unless ventilation system is in operation.
- Air exhausted from spraying operations shall not be recirculated unless they comply with the exceptions in IFC 2404.7.2.
- Ventilation system shall be designed, installed and maintained so the average air velocity over the open face of the booth, or cross sectional area in the direction of airflow during spraying operations is a minimum of 100 linear feet per minute.
- Each spray booth/spray room shall have an independent exhaust duct system discharging to the outside.
- The termination point for exhaust ducts discharging to the atmosphere shall not be less than the following distances:
    - *Ducts conveying explosive or flammable vapors, fumes or dusts:*
        - *30 feet from property lines;*
        - *10 feet from openings into the building;*
        - *6 feet from exterior walls and roofs;*
        - *30 feet from combustible walls or openings into buildings which are in the direction of the exhaust discharge;*
        - *10 feet above adjoining grade;*
- Electric motors driving exhaust fans shall not be placed inside booths or ducts. Fan rotating elements shall be nonferrous or non-sparking or the casing shall consist of, or be lined with, such material. Belts shall not enter the duct or booth unless the belt and pulley within the duct are tightly enclosed.

**Filters:**

- Air intake filters that are part of a wall or ceiling assembly shall be listed as Class I or Class II in accordance with UL 900. Exhaust filters shall be required.
- Supports/holders for filters shall be constructed of noncombustible materials.
- Overspray collection filters shall be readily removable and accessible for cleaning or replacement.
- Visible gauges, audible alarms or pressure-activated devices shall be installed to indicate or ensure that the required air velocity is maintained.

- Spray booths equipped with a filter roll that is automatically advanced when the air velocity is reduced to less than 100 linear feet per minute shall be made to shut down the spraying operation if the filter roll fails to advance automatically.
- Discarded filter pads shall be immediately removed to a safe, detached location or placed in a noncombustible container with a tight-fitting lid and disposed of properly.
- Spray booths using dry filters shall not be used for spraying materials that are highly susceptible to spontaneous heating and ignition. Filters shall be changed prior to spraying materials that could react with other materials previously collected (i.e.: lacquer when combined with varnishes, stains or primers).
- Water wash spray booths shall be of an approved design so as to prevent excessive accumulation of deposits in ducts and residue at duct outlets. Such booths shall be arranged so that air and overspray are drawn through a continuously flowing water curtain before entering an exhaust duct to the building exterior.

**Light:**

- Where spraying spaces, spray rooms or spray booths are illuminated through glass panels or other transparent materials, only fixed lighting units shall be utilized as a source of illumination.
- Glass panels for luminaires or for observation shall be of heat-treated glass, wired glass or hammered-wire glass and shall be sealed to confine vapors, mists, residues, dusts and deposits to the flammable vapor area. Panels for luminaires shall be separated from the luminaire to prevent the surface temperature of the panel from exceeding 200 degrees F.
- Luminaires attached to the walls or ceilings of a flammable vapor area, but outside of any classified area and are separated from the flammable vapor area by vapor-tight glass panels, shall be suitable for use in ordinary hazard locations. Such luminaires shall be serviced from outside the flammable vapor area.
- Luminaires that are an integral part of the walls or ceiling of a flammable vapor area are allowed to be separated from the flammable vapor area by glass panels that are an integral part of the luminaire. Such luminaires shall be listed for use in Class I, Division 2 or Class II, Division 2 locations, whichever is applicable, and also shall be suitable for accumulations of deposits of combustible residues. Such luminaires are allowed to be serviced from inside the flammable vapor area.
- Portable electric lamps shall not be used in flammable vapor areas during spraying operations. Portable electric lamps used during cleaning or repairing operations shall be of a type approved for hazardous locations.

**Fire Protection:**

- Spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system complying with Chapter 9 of the International Fire Code. Protection shall also extend to exhaust plenums, exhaust ducts and both sides of dry filters when such filters are used.
- If the building is equipped with an automatic fire sprinkler system, then the automatic sprinkler system for the booth and/or spray room shall be designed as follows:
    - *Powder coating operations – Ordinary Hazard (Group 2) per NFPA 13*
    - *All other spray operations – Extra Hazard (Group 2) per NFPA 13*
- Portable fire extinguishers complying with Section 906 shall be provided for spraying areas in accordance with the requirements for an extra (high) hazard occupancy.
- Automatic sprinklers installed in flammable vapor areas shall be protected from accumulation of residue from spraying operations in an approved manner. Bags used as a protective covering shall be 0.003-inch-thick polyethylene or cellophane or shall be thin paper.
- Automatic sprinklers contaminated by overspray particles shall be replaced with new automatic sprinklers.
- Where protecting automated spray application operations, automatic fire-extinguishing systems shall be equipped with an approved interlock feature that will, upon discharge of the system, automatically stop the operation of spraying operations and work piece conveyors into and out of the flammable vapor area.
- Where the building is equipped with a fire alarm system, discharge of the automatic fire-extinguishing system shall also activate the building alarm notification appliances.
    - A manual fire alarm and emergency system shutdown station shall be installed to serve each flammable vapor area.
    - At least one manual fire alarm and emergency system shutdown station shall be readily accessible to operating personnel.
    - Where access to this station is likely to involve exposure to danger, an additional station shall be located adjacent to an exit from the area.
    - Air makeup and flammable vapor area exhaust systems shall not be interlocked with the fire alarm system and shall remain in operation during a fire alarm condition.
        - *Exception:*
            - *Where the type of fire-extinguishing system used requires such ventilation be discontinued, air makeup and exhaust systems shall shut down and dampers shall close.*

VILLAGE OF VILLA PARK, ILLINOIS
PLANNING AND ZONING COMMISSION

IN RE THE MATTER OF: )
LETS GO MOTORS ) PZ-22-0007
225 WEST STONE )

PUBLIC HEARING

JULY 14, 2022

7:30 P.M.

REPORT OF PROCEEDINGS had before the VILLAGE OF VILLA PARK PLANNING & ZONING COMMISSION, held at the Villa Park Village Hall, 20 South Ardmore Avenue, Villa Park, Illinois, commencing at 7:55 o'clock p.m. on Thursday, the 14th day of July, 2022.

APPEARANCES: MR. JASON JARRETT, Chairman
MR. DON KASE, Commissioner
MR. ERIC LUEDTKE, Commissioner
MR. LARRY CALVERT, Commissioner
MR. JUSTIN SHLENSKY, Commissioner
MR. EDWARD HOFSTRA, Commissioner
MR. MICHAEL ORLOWSKI, Commissioner
MR. KEN JACKSON, Commissioner

ALSO PRESENT: MS. ELLEN WEBER, Interim Dir of Community Development

REPORTED BY LYN DOERING, CSR.

CHAIRMAN JARRETT: The next item of business would be Petition PZ-22-0007, 225 West Stone, Lets Go Motors, Special Use for Vehicle Body and Paint Finishing Shop, Macario Ramos of Lets Go Motors d/b/a Gs N Zs Motors, Applicant, on behalf of Chicago Title 8002374750, the Owner.

Whenever you are ready, Ellen.

MS. WEBER: Good evening.

This is an Application for Special Use for Vehicle Body and Paint Finishing Shop in the M-1 District and it's very similar to the case we just heard this evening, so I will repeat some of my items so the case stands alone on its record for posterity.

So the Applicant has applied for a Special Use to operate the paint booth within their business on Stone Road, at 225 Stone Road, pursuant to Article 11 of the Zoning Ordinance.

The site is zoned M-1 Light Manufacturing and there is manufacturing in all four directions.

There is homes immediately south of Ridge but there is another building between this property and the homes to the south.

And we originally had published this for a May hearing and I found an error in the legal notice so we republished. And upon the recommendation of THE Village Attorney the second publication was for the entire building. So there's two PINs here.

And we did a full mailing and we put a sign out as well.

Here is the property in question. It's a 3-tenant building on the east side of Stone Road, on the south side of the building.

We do have concerns with parking, as you can see illustrated in the photos here.

So the attempt of a Special Use is to provide a transparent public review process for uses that on a case-by-case basis need to be reviewed to determine if they are compatible with the surrounding uses and development patterns in the neighborhood.

And the development staff has come up with these four factors to consider, as it would relate to auto body operations:

No. 1: Does the proposed paint booth protect the health of the workers in this and the

neighboring businesses?

This question gets answered via the permit process, with the building and fire department reviewing permits for the operation.

No. 2: Does the proposed paint booth protect the environment?

This also gets answered during the building permit process because we look for a triple basin and RPZ valve to ensure that nothing gets in the water supply.

No. 3: What is the business model?

We look for all appropriate state licenses. A paint booth operation can be attached to different kinds of businesses; auto dealers, auto repair or just paint booth body on its own.

And we look to see that everyone is current with the State and that sales tax is being paid in a business such as this, where the main model is to be an auto dealer. They are an internet auto dealer. They are advertising on the internet.

No. 4: Does the parking and storage of cars impact the neighborhood?

This remains our main question on this

and all auto-related businesses in the Village because we have seen the cars spilling out in the neighborhood.

This particular business is a 3500 square foot internet sales auto dealership. They have one -- They would like to put one paint booth in the rear. They have one overhead door. And three employees.

In calculating the parking it appears to require 12 spaces; 1 parking space for the paint booth, 9 for the auto dealer, if you calculate 2.5 spaces per square foot required for each 1,000 square feet of the building.

And for the Code for the 3 employees, it's .5 per employee, rounding up to 2.

The site plan does include 14 spaces on site.

I want to note that I had the Petitioner size the spaces at 10 by 20 square feet.

They specialize in Nissan automobiles which are smaller. They are 6 by 14. They are a much smaller car.

But because the Special Use is transferable and will run with the land we needed

to know how many spaces a normal-size vehicle could fit. So the site plan is for a full-size vehicle.

This is the site plan submitted by the Applicant. The four spaces -- I flipped it so north is to the right.

And you can see the four spaces perpendicular to the building -- parallel to the building -- excuse me. That's where Macario Ramos has indicated they would be parking cars for display. And then there are spaces for other vehicles.

The alley to the rear is private. It was vacated several years ago.

So in looking at Special Use, the burden is on the Applicant to show the application complies with the review and approval criteria.

And you should consider findings of fact. These were put together based on the application submitted by the Applicant:

The use is expressly authorized as a Special Use.

Vehicle Body and Paint Finishing Shop is an activity expressly authorized as a Special Use

in the M-1 District.

The second consideration is if it's necessary or desirable to provide a service or a facility in the interest of public convenience and it is an activity necessary to the maintenance of vehicles.

The business is a specialty destination for those specifically seeking the Nissan vehicles and it does draw customers who may also shop and dine in Villa Park restaurants.

The business does meet the vision for Stone Road, as identified in the Comprehensive Plan.

And I note that auto sales provide sales tax to a municipality.

The third finding that should be considered is that the operation will not be detrimental to the health, safety and general welfare of persons residing or working in the vicinity.

And as noted, the building permit process will confirm that the paint booth is installed to meet fire department specifications and installed properly.

In this building triple basin and RPZ valves are already installed.

And the business will be held to the approved parking plan, in order to prevent disruption of the operation of the neighboring businesses. That would be one of the conditions, should the Commission recommend approval.

The fourth finding is that it does not impede -- The business does not impede the normal and orderly development of the surrounding property.

And this area is built out and if the business is operated in accordance with the Site Plan there should be sufficient off street parking available which would not impact surrounding properties.

The fifth finding relates to adequate utilities, roads, parking.

And again, parking is limited on Stone Road; therefore, we have asked for a Site Plan indicating where vehicles would be parked.

The site plan places 14 vehicles on the property able to be placed there without encroaching on the public right of way.

And the last finding would be related to the fact that a Special Use should comply with all applicable regulations of the zoning ordinance.

And we have noted the paint booth would not be installed without an approved building and fire permit conforming with the zoning, fire and building code requirements.

So that's what I have for you.

If you have questions before we get to a recommended motion, Felix is here. He is a partner with Macario Ramos in the business.

And I will note that -- I will let Jason bring this up.

COMMISSIONER SHLENSKY: So just a clarification --

CHAIRMAN JARRETT: Real quick.

Just let the record so that will Commissioner Jackson arrived at 8:02.

Go ahead.

COMMISSIONER SHLENSKY: Just a quick clarification for the name of the Petitioner of record.

The full name should be, Lets Go Motor Sports, LLC?

MR. FELIX: No, just Lets Go Motors.

COMMISSIONER SHLENSKY: Lets Go Motors is involuntarily dissolved.

Do you have a Lets Go Motors Sports, LLC that's active at 225 West Stone?

MR. FELIX: No.

CHAIRMAN JARRETT: Hold on real quick. I am going to need you to speak up and could you also state your name and address for the record.

MR. FELIX: Sure.

CHAIRMAN JARRETT: You can come up here.

MR. FELIX: Lizandro Felix, 225 Stone Road.

COMMISSIONER SHLENSKY: So what I was getting to is that when I was searching for Lets Go Motors I found that earlier this year it was involuntarily dissolved.

MR. FELIX: Yes, it was.

COMMISSIONER SHLENSKY: So I believe the clarification for the record should be that the Petitioner's full name is Lets Go Motor

Sports, LLC d/b/a Gs N Zs Motor Sport, LLC.

MR. FELIX: Correct.

COMMISSIONER SHLENSKY: Okay. And for the spelling, Lets Go Motors Sports and also Gs N Zs, those are without any apostrophes.

Thank you, sir.

CHAIRMAN JARRETT: Yeah, if you want to wait, we may have more question.

Actually this would be a point, if you want to state anything on your behalf.

MR. FELIX: We try to comply with everything. So we are just trying to move along with Ellen and whatever we need to do to keep moving forward, you know.

CHAIRMAN JARRETT: Anyone from the public wish to speak on this item?

I see none.

So questions from the Commission?

MS. WEBER: Mr. Chairman, I did include in the report, we did receive three calls on this application with concern over parking on the street and cars traveling at high speed.

MR. FELIX: Yeah. And a few --

Just for the record, a few residents

have come up to us and asked us if we knew these people that are driving around.

But it's been a common thing now. It's almost every other day we see somebody speeding going through 225, making that turn, and then going into the residential.

Not -- None of them are related with us. We don't do run that type of a thing in our neighborhood. So I just want to make sure we clarify that's not us but we are keeping an eye on it so...

CHAIRMAN JARRETT: So I have a question for, Ellen.

So you said the alley to the south is vacated?

MS. WEBER: Correct.

CHAIRMAN JARRETT: Even though it's not shown that way on the survey?

MS. WEBER: Correct.

CHAIRMAN JARRETT: Okay.

MS. WEBER: It's a private alley. I put the ordinance number in the actual staff report.

CHAIRMAN JARRETT: Okay. And

then --

COMMISSIONER CALVERT: Can you put up that picture again?

MS. WEBER: The site plan or?

COMMISSIONER CALVERT: That one there.

So their property is the last one there with all the cars parked around the building; correct?

MS. WEBER: Correct.

The whole building is auto repair. There is two other tenants to the left. The center building is auto and the western tenant is trailer repair.

COMMISSIONER CALVERT: Parking is permissible in the front and the rear of the building?

MS. WEBER: The rear is an alleyway, so it's private property. Yes, they can park there.

COMMISSIONER CALVERT: Uh huh.

MS. WEBER: In front it's a similar situation as we have across the street and over on Addison. The red and green line indicates the

subject property boundary.

So one row of cars would be parked on the subject property and one row is actually in the parkway.

COMMISSIONER CALVERT: When was this picture taken?

MS. WEBER: I think this is a 2018 Google aerial.

CHAIRMAN JARRETT: And then just a point of clarification on this.

This is from -- I am guessing the DuPage County GIS probably?

MS. WEBER: You are right. It is not Google. It's the County.

CHAIRMAN JARRETT: The blue dotted line I can see where the old alley was. You see the red line cuts across the south property line but then you can see the blue dotted line on either side of it. So that alley was cut in half and split between the properties on the north and south.

COMMISSIONER HOFSTRA: So it's not through traffic on the alley at all?

MS. WEBER: The public traverses

through there.

And that's a good point, Mr. Chairman. My red rectangle should have come down to that blue line.

CHAIRMAN JARRETT: No, it's in the right place. The blue line that's a little bit north of that is actually the old property line.

MS. WEBER: Scratch my comment. The red rectangle is correct.

CHAIRMAN JARRETT: But I was trying to figure out, looking at the old survey, exactly where we were looking at parking spaces in the rear and the front.

Okay. All right. So anyone else have questions?

COMMISSIONER CALVERT: What's square footage of the building?

MS. WEBER: The unit is 3400 square feet. The building itself, I don't know.

COMMISSIONER CALVERT: No, the unit.

MS. WEBER: It's 3400.

And this unit does comprise half of the building.

COMMISSIONER SHLENSKY: I have a question for the Petitioner.

Mr. Felix; correct?

MR. FELIX: Uh huh.

COMMISSIONER SHLENSKY: Okay. I see that there is a Mr. Ramos, who is the agent and manager of the business located -- that you have located at 225 West Stone.

He has an address of 226 West Stone, meaning the building we just talked about; is that correct?

MR. FELIX: Yes.

COMMISSIONER SHLENSKY: Okay.

MR. FELIX: He owns the gym across the way. He has a gym on the other side.

COMMISSIONER SHLENSKY: The gym is located at 226 West Stone?

MR. FELIX: Yeah, next to Victor, the guy who was just here.

COMMISSIONER SHLENSKY: So 226 is not auto body related at all?

MR. FELIX: No.

MS. WEBER: It's right up here.

COMMISSIONER SHLENSKY: I wanted to

clarify if it was also an auto body.

MR. FELIX: No.

MS. WEBER: There is a detailing shop to the west of the gym, Excaliber, which is different ownership. You see Excaliber and then the gym and Mr. Rodriguez with VL Auto.

CHAIRMAN JARRETT: The use immediately to the west in your building, Mr. Felix, that appears to be auto related.

Is it sales? Is it auto body?

Do you know what it is?

MR. FELIX: They are pretty much all auto repair.

CHAIRMAN JARRETT: Okay.

MR. FELIX: And then you have the trailer guy at the very end and he works nothing but trailers. That's all they do.

CHAIRMAN JARRETT: Okay.

COMMISSIONER CALVERT: Is this really an appropriate site for car sales?

MS. WEBER: It's common for some of these internet dealers, the small dealers, to be in a manufacturing area. It is a permitted use.

And they are advertising on the internet

that they don't need the visibility that you get on North Avenue or Roosevelt Road.

I have seen it more and more common in the last 10 years.

COMMISSIONER CALVERT: Okay.

COMMISSIONER LUEDTKE: To that point though, the storage requirement for cars on a site is never referenced -- the whole idea of parking 2 1/2 cars per 1,000 square feet for auto sales doesn't jibe with sort of selling cars; right?

I mean, do you have cars off-site?

MR. FELIX: No, not off-site, no. Everything we have, we have it there.

COMMISSIONER LUEDTKE: Everything you deal with is on site?

MR. FELIX: Yeah.

And we pretty much specialize in two vehicles pretty much, but it's all Nissan/Infinity line.

And of course there's a lot of following for these type of vehicles. So that's why most of our sales are pretty much through internet.

So that's pretty much where we are at.

We don't need to be up on North Avenue.

MS. WEBER: If I may, do you want to talk about your business model? You try to do a certain number per month. You buy them at auction.

MR. FELIX: Yeah, it's pretty much what we do. We buy at auction. Most of the cars come from out of state.

We live in Chicago so everything here is rusty. So we look for everything out of state.

And we bring them in, offer them to the people here in Illinois. It's a big following.

COMMISSIONER JACKSON: You guys are essentially just flipping cars?

MR. FELIX: Pretty much.

COMMISSIONER JACKSON: You are not going to have a huge inventory; right?

MR. FELIX: No.

Let's say, we have three or four coming in one month pretty much -- almost all of them are already sold pretty much by the time they get here so...

COMMISSIONER JACKSON: They are not going to have a standing lot of 10 cars --

MR. FELIX: No.

COMMISSIONER JACKSON: -- they have out of town buyers?

MR. FELIX: Yeah.

COMMISSIONER JACKSON: You are specifically looking at high-end cars too; right?

MR. FELIX: Yeah, Mercedes, stuff like that. But right now we are sticking to the Infinity and Nissan. That's what we are most comfortable with at the moment.

COMMISSIONER CALVERT: Ellen, when you did a site visit, how many cars were outside?

MS. WEBER: It's varied. I don't have my notes with me on that.

I will say that there are more than are on the site plan at any one time that we have been there.

That's one of the purposes of the Special Use is to try and control the externalities and if there is a problem and the cars are encroaching into the right of way this ordinance for Special Use could be enforced.

So Village staff is working as a team with all the departments represented at the table

to consider some of the concerns with Stone Road based on complaints we had at the end of 2021.

And one of the things we did was we held a meeting with all the property owners.

I am going to repeat myself for the purpose of this record.

And we talked with all the property owners and walked them through Code requirements and indicated what we would be enforcing and let them know that we expect them to be reviewing tenants for Zoning Code, Building Code and Fire Code requirements because we had significant concerns with cars parked three deep on Stone Road.

And there is -- There's many auto repair related uses now on Stone Road. The area is an attractive area for such because most of the buildings have triple basins in place.

And when the street was first built I think it was generally small manufacturing or office or contractor-type businesses. It wasn't this auto intensive.

We did let the property owners know that going forward, if we feel that a use that comes in

for a certificate of occupancy can't be parked, we will deny the zoning based on the inability to park.

But what we are doing now is we are working with tenants that are already there to try to get them compliant.

As for Commissioner Luedtke's comment regarding Parking Code, that's why I put the entire section in your memo. It is what it is, whether we feel it's sufficient or not, that's what we have to rely on right now.

Did I answer your question?

COMMISSIONER CALVERT: Pretty much.

I have driven through there. It's difficult. You don't know what car belongs to what business and they are parking all over the place. Not just on Stone but on side streets and the median. But you can't really identify what car belongs to what business.

CHAIRMAN JARRETT: Obviously a part of that is, you know, enforcement in the past. I am not saying currently.

And some of it, like the stuff along Addison, that was there. When that Applicant came

before us that was right out in the open. It was even tucked away on Stone Road. I drove by there a bunch of times and simply stopped thinking about the fact that there were cars parked two deep.

MS. WEBER: Mr. Chairman, if I may, one of the things we referenced to the property owners when we met with them, if you look through the Municipal Code, the North Avenue Industrial parked area, which is the flip triangle of this from the railroad up to North Avenue and then Home Road have specific parkway regulations in place. And we may go to that here, where the property owner is going to have to have a license to use the parkway in front of their building.

So that will be another mechanism to control parking. But for right now we are just going case by case with what was noticed when the inspection team went building to building.

CHAIRMAN JARRETT: Okay.

COMMISSIONER CALVERT: Just to clarify, both of these Applicants are before us tonight because of violations you found?

MS. WEBER: Correct.

COMMISSIONER CALVERT: Not because

they came here on their own accordance?

MS. WEBER: Correct.

We found cars being painted here without a paint booth and so -- and then a building permit was submitted immediately but we need the Special Use variance in place first.

And so the development team decided we would let the Applicants go through the zoning process first before going through the expense of any other requirements, including stamped drawings for a paint booth. Because it's a commercial building permit it has to be architecturally stamped.

COMMISSIONER SHLENSKY: Did I hear you correctly earlier that vehicle sales for this building is already a permitted use?

MS. WEBER: Correct.

COMMISSIONER SHLENSKY: So then as the Petitioner's main business model itself is the sale of vehicles?

Is it a fair interpretation or fair comment that the painting -- the reason we are here for the Special Use is more of an ancillary use to the primary function of your business as

auto sales?

MR. FELIX: Uh huh, yes.

It's like an add on. We are getting more involved with them and stuff like that. So that's why we are trying to get everything situated so we can be able to accommodate everything pretty much.

COMMISSIONER SHLENSKY: Because as you take the cars at auction --

MR. FELIX: Yes.

COMMISSIONER SHLENSKY: -- you need repair and paint?

MR. FELIX: Yes.

Some of them -- Of course you swap parts and stuff like that but some of them have to be painted.

So instead of sourcing that out all the time we figure why not do this in-house, keep it all together. Customers like it that way. They trust us with the car and everything else. That's why we are here.

MS. WEBER: To follow up with your question, what we have also done is we have looked at a list of all known paint booths in the

Village, so we can go back and check on them, that they all meet all the safety requirements.

Many of them were installed prior to 2018 and it's the 28 Ordinance that creates the special use. I believe it was permitted use before in the M-1 District and it was transformed into a Special Use with the last Code, to the best of what I can find.

So what we are going to do is go back to the older ones that were installed without the Special Use, they would be grandfathered in, but we are going to have a fire and building inspector go out to confirm they meet Code, the operations are safe. It will be a whole task force of its own.

COMMISSIONER ORLOWSKI: I have a question. If I was to go to your business right now, would I have anywhere to park?

MR. FELIX: Yeah.

COMMISSIONER ORLOWSKI: How long has the bus been there?

MR. FELIX: The bus, we just moved it this morning.

COMMISSIONER ORLOWSKI: Okay.

CHAIRMAN JARRETT: Does anybody have a question?

All right. Any final comments you have this evening?

MR. FELIX: No.

Just like I said, we are trying to be here for the whole community, so we want to make sure that we comply with everything.

CHAIRMAN JARRETT: Okay. Thank you. You can have a seat, if you want.

MR. FELIX: Thank you.

CHAIRMAN JARRETT: So not directly related to this, but related to this, I wonder if we need to at some point revisit where we do and don't allow automotive sales.

I am not saying there necessarily needs to be a Special Use in M Districts or whatever but internet auto sales are rising and there are a number of communities that now have internet sales -- auto sales as a separate use item from auto sales. So you basically have large lot conceptual used car lots and then internet auto sales which have different standards.

I believe Skokie does. I think

Schaumburg does. I am sure there are others.

I have not looked into them in-depth -- Actually I have, I have just forgotten everything I looked into while I was working on them. But that may be something worthwhile.

But this case, even though it's not about the use, the internet auto sales, it may be worth us looking into, not just where we permit them, but if there's specific ordinances that might limit the potential for negative impact.

So I guess what we would be considering is that this use, the auto sales, is a permitted use. So we are not really debating that this evening.

We are debating whether or not this use should be permitted to have a spray booth associated with that use.

Whatever violations may or may not be occurring on the property obviously you could consider that, in terms of how they might operate their spray booth moving forward, but it's also a separate issue in its own way.

So any other discussion?

COMMISSIONER LUEDTKE: Ellen, could

you speak about that parkway, whatever you were talking about, in the other side of the tracks between the tracks and North Avenue, how we use the parkways there?

MS. WEBER: I don't know if I can pull it up online for you.

When we go into the Code and we search for North Avenue Industrial it comes up right away.

COMMISSIONER LUEDTKE: Okay.

MS. WEBER: And when a business is using the public right of way as an extension of their site, the Village requires a license agreement because we are concerned over liability.

So the ordinance for the two areas where it's already in place, up between North Avenue and the tracks, and then on Home Avenue right here --

COMMISSIONER LUEDTKE: Oh, okay.

MS. WEBER: -- permits the businesses to park this two-deep scenario. But it requires a sign-off from the businesses that they recognize the liability is theirs and that they will abide by all regulations.

So without pulling it up, do you want me

to pull that up right now?

COMMISSIONER LUEDTKE: No. That clarifies what the intent is.

In these conversations that we have had, specifically about these two applications, has that -- is that being strongly considered at the staff level?

MS. WEBER: It is being strongly considered and the Special Use process here was viewed as one means to get that compliance on this property at least.

We have also talked -- The police department has asked -- As they write tickets, they would like to see a clear denotation on where the parking can and can't be.

So if you paint a line on the edge of our property, then they know you can't park here. And we talked about things like that too.

So you can see up and down Stone some of the properties have had the parkway paved over and some don't.

COMMISSIONER LUEDTKE: Right.

MS. WEBER: We would like to maintain the green wherever we can but for reasons

that predate me some of these properties were allowed to have it paved.

CHAIRMAN JARRETT: Yeah. You see some paved, some gravel. Typical in order to have two or three more cars parked there during the day.

MS. WEBER: We have some citations out on properties like that right now.

COMMISSIONER ORLOWSKI: So were these properties allowed or they just did it?

MS. WEBER: I would have to assume the paving here was done via permit. I don't know otherwise.

But I don't know that that's pertinent to the question here.

What's pertinent here is the site plan and that the Applicant is certifying before you through his application that he can keep all his cars on the subject property, then that's referenced as a condition. So it would be a means to control that element of the operation.

It can be challenging to ticket cars that don't have current plates or expired or no plates at all, especially when you are in an arena

where cars are being flipped, because sometimes the title isn't transferred right away, and when you look it up it shows the original owner because it hasn't been sold yet.

And the police department has voiced those concerns. That's why we are glad they are sitting at the table with us.

CHAIRMAN JARRETT: All right. Any other discussion?

COMMISSIONER ORLOWSKI: Me, personally, I feel there is too much on the property. Just it's not working.

CHAIRMAN JARRETT: Okay. So if there is no other discussion then we need a motion.

COMMISSIONER SHLENSKY: Make a motion to recommend approval of PZ-22-0007 for the following requests:

A Special Use identified in the Village Zoning Ordinance under Article 6, Section 6.1.3 in the M-1 Light Industrial District for Vehicle Body and Paint Finishing Shop pursuant to the procedures set forth in Article 11, Section 11.4 of the Village Zoning Ordinance with the following

conditions:

No. 1: Compliance with all applicable Village Codes and regulations.

No. 2: Business owner will obtain all necessary permits and certifications for development, including building, spray paint booth and sign permits and a certificate of occupancy.

No. 3: Installation of triple basin and RPZ valve.

No. 4: All parking related to the business will be on the subject property, not within the road, and will comply with all rules and regulations imposed by the Village regulating parking in the parkway.

No. 5: Property will be maintained in such a manner as to not create a public nuisance, as defined in the Property Maintenance Code.

No. 6: Fire lanes will be approved by the Chief of the Fire Department and maintained by the business owner.

No. 7: Complete remittance of sales tax to the State of Illinois.

For the property located at 225 West Stone, PINS 06-04-210-017 and 06-04-210-018.

With a finding of fact that such special uses meet the standards enumerated in Article 11.2 and 11.4 of Appendix C of the Municipal Code, Village of Villa Park Basic Zoning Ordinance.

CHAIRMAN JARRETT: I have a motion. Is there a second?

COMMISSIONER JACKSON: I second.

CHAIRMAN JARRETT: Are there questions or comments on the motion?

Okay. Roll call vote.

Calvert?

COMMISSIONER CALVERT: No.

CHAIRMAN JARRETT: Hofstra?

COMMISSIONER HOFSTRA: Yes.

CHAIRMAN JARRETT: Kase?

COMMISSIONER KASE: Yes.

CHAIRMAN JARRETT: Luedtke?

COMMISSIONER LUEDTKE: Yes.

CHAIRMAN JARRETT: Orlowski?

COMMISSIONER ORLOWSKI: No.

CHAIRMAN JARRETT: Shlensky?

COMMISSIONER SHLENSKY: Yes.

CHAIRMAN JARRETT: I too vote yes.

Our recommendation will pass to the

Village Board. They can accept, reject or modify as they see fit. Good luck.

MR. FELIX: Thank you.

(Said Proceedings concluded.)

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I, LYN DOERING, Certified Shorthand Reporter and Notary Public in and for the State of Illinois do hereby certify that the foregoing proceedings were reported stenographically by me, was thereafter reduced to a printed transcript by me, and constitutes a true record of the testimony given and the proceedings had;

That I am not a relative or employee or attorney or counsel, nor a relative or employee of such attorney or counsel for any of the parties hereto, nor interested directly or indirectly in the outcome of this action.

IN WITNESS WHEREOF, I do hereunto set my verified digital signature at Chicago, Illinois, this 12th day of August, 2022.



Certified Shorthand Reporter
State of Illinois
CSR License No. 084-003037

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# Village Board of Trustees Agenda Item Report

**Meeting Date:** August 22, 2022
**Submitted by:** Karla Blanco
**Submitting Department:** Public Works
**Item Type:** Resolutions
**Agenda Section:** Resolutions

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**Subject:**
Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Civiltech Engineering, Inc., of Itasca, Illinois, for Phase II Design Engineering of the Tri-Trail Connector Project in an Amount Not to Exceed $101,184.01

**Suggested Action:**
The Tri-Trail Connector Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project's objective is to increase the safety of pedestrians and bicyclists using the Village's three trails and to improve the connectivity of those trails. The project's engineering design is budgeted for CY 2022 and needs to start this year to meet the timeline for the FY 2024 STP grant funding the Village has been awarded. Staff recommends approval of an engineering services agreement with Civiltech Engineering, Inc., of Itasca, Illinois, for Phase II design engineering of the Tri-Trail Connector Project in an amount not to exceed $101,184.01. Funding for this agreement will be from the TIF 4 and TIF 5 Funds.

This item satisfies the Village's Short-Term Complex Goal #1 Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc.

**Attachments:**
MEMO - Tri-Trail Connector Project - PH2 Engineering Agreement
RESO Tri-Trail Path Improvements Project - Phase II - Civiltech.docx
AGREEMENT with Civiltech Engineering - Tri-Trail Path Improvements Project - Phase II.doc
EXHIBIT A to Agreement - Tri-Trail Connector Project - PH2 Engineering - Civiltech Proposal
CIP - Tri-Trail Connector Project - PH2 Engineering

# Memo

**To:** Matthew Harline, Village Manager

**From:** Karla Bastien, P.E., Senior Civil Engineer

Karla Bastien

**Date:** August 9, 2022

**Re:** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Civiltech Engineering, Inc., of Itasca, Illinois, for Phase II Design Engineering of the Tri-Trail Connector Project in an Amount Not to Exceed $101,184.01

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The Tri-Trail Connector Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project's objective is to increase the safety of pedestrians and bicyclists using the Village's three trails and to improve the connectivity of those trails. The project's engineering design is budgeted for CY 2022 and needs to start this year in order to meet the timeline for the FY 2024 STP grant funding the Village has been awarded.

The scope of the Tri-Trail Connector Project includes the construction of a new off-street shared-use path that will connect the Village's three existing recreational trails: the Illinois Prairie Path, the Great Western Trail, and the Salt Creek Greenway Trail. The scope also includes roadway improvements on East Wildwood Avenue from Myrtle Avenue to Monterey Avenue and on South Monterey Avenue from the Illinois Prairie Path to Home Avenue and all necessary restoration work for these improvements.

Public Works staff proposes an engineering services agreement with Civiltech Engineering, Inc., to design these improvements in an amount not to exceed $101,184.01. Staff completed a consultant Qualifications Based Selection (QBS) process to evaluate consultants to perform design engineering of projects over the next three years. Civiltech Engineering, Inc. was selected as one of the firms to perform these services for the Village based on their qualifications.

The proposed scope of work of the engineering services would include floodplain earthwork balancing, preparation of plans, specifications, and estimates, submittal of permits, and assistance with bidding. Funding for these engineering services would be taken from the TIF 4 and TIF 5 Funds. The Village has been awarded STP grant funding for FY 2024, covering a maximum of $825,000 for the construction and construction engineering costs.

**RECOMMENDATION**

Staff recommends approval of an engineering services agreement with Civiltech Engineering, Inc., of Itasca, Illinois, for Phase II design engineering of the Tri-Trail Connector Project in an amount not to exceed $101,184.01.

**Resolution No. _____**

**Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Civiltech Engineering, Inc., of Itasca, Illinois, for Phase II Design Engineering of the Tri-Trail Connector Project in an Amount Not to Exceed $101,184.01**

**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 design engineering services agreement with Civiltech Enginnering, Inc., of Itasca, Illinois, to perform Phase II design engineering services for the Tri-Trail Path Improvements Project ("Project") in an amount not to exceed One Hundred One Thousand One Hundred Eighty-Four and 01/100 ($101,184.01); and

**WHEREAS,** the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the citizens of the Village of Villa Park to enter into an agreement with Civiltech Engineering, Inc., of Itasca, Illinois, to furnish design engineering services for Phase II of the Project.

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

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

**Section 2:** That *Agreement between the Village of Villa Park, Illinois, and Civiltech Engineering, Inc., for the furnishing of Professional Civil Engineering Services for the Tri-Trail Path Improvements Project – Phase II*, is hereby approved in substantially the form attached hereto as Exhibit "A", and incorporated herein, and the Village President is hereby authorized to execute, and the Village Clerk to attest, same on behalf of the Village of Villa Park, with such

changes therein as may be approved by the Village President and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

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

PASSED this 22nd day of August, 2022, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this 22nd day of August, 2022

_____
Village President

Attest: _____
Village Clerk

**AGREEMENT**
**between**
**THE VILLAGE OF VILLA PARK, ILLINOIS**
**and**
**CIVILTECH ENGINEERING, INC.,**
**for the furnishing of**
**PROFESSIONAL CIVIL ENGINEERING SERVICES**
**for the**
**TRI-TRAIL PATH IMPROVEMENTS PROJECT – PHASE II**

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THIS AGREEMENT, made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the "VILLAGE," and CIVILTECH ENGINEERING, INC., hereinafter referred to as the "ENGINEER," has been prepared and executed to provide for professional civil engineering services for the VILLAGE OF VILLA PARK – Tri-Trail Connector Project Phase II Engineering, hereinafter referred to as the "PROJECT".

This agreement is hereinafter referred to as the "AGREEMENT". The work associated with this AGREEMENT is as described below as Engineering Services.

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

**A. THE ENGINEER AGREES:**

**1.** The ENGINEER shall serve as the VILLAGE'S professional civil engineering consultant in those phases of the PROJECT to which this AGREEMENT applies. The ENGINEER shall perform the Engineering Services described in its proposal dated July 29, 2022, entitled "Proposal to Furnish Design Engineering Services – Tri-Path Improvements – Village of Villa Park, DuPage County, Illinois", attached hereto as Exhibit A and made a part hereof.

**2.** Additional services beyond the scope of the Engineering Services above-described, requested in writing by the VILLAGE, shall be performed by the ENGINEER in accordance with the hourly rate as agreed upon in writing between the VILLAGE and ENGINEER, and approved by the VILLAGE Board of Trustees.

**3.** The ENGINEER will perform services under this AGREEMENT in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area. Notwithstanding anything to the contrary which may be contained in this AGREEMENT or any other material incorporated herein by reference, or in any agreement between the Village and any other party concerning the PROJECT, the ENGINEER shall not have control or be in charge of, and shall not be responsible for the means, methods,

techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the PROJECT. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the ENGINEER.

**4.** The ENGINEER shall procure and maintain for the duration of its AGREEMENT, and for three years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from, or are in conjunction with, the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

**a. Minimum Scope of Insurance**
Coverage shall be at least as broad as:

**(1)** Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);

**(2)** Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);

**(3)** Professional Liability/Malpractice Liability policy; and

**(4)** Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

**b. Minimum Limits of Insurance**
The ENGINEER shall maintain limits no less than:

**(1)** Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be $2,000,000 per project.

**(2)** Automobile Liability: $1,000,000 combined single limit per accident or bodily injury and property damage.

**(3)** Professional Liability: $2,000,000 single limit for errors and omissions, professional/malpractice liability.

**(4)** Workers' Compensation and Employers' Liability: Workers' Compensation insurance within statutory limits, and Employers' Liability limits of $500,000 per accident.

**(5)** Umbrella Liability: $2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than $2,000,000 per person, per aggregate.

**c. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**d. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

**(1) General Liability and Automobile Liability Coverages**

**(a)** The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, leased, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

**(b)** The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be in excess of the ENGINEER's insurance and shall not contribute with it.

**(c)** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.

**(d)** The ENGINEER's insurance shall contain a severability of interests clause or language stating that the ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**(2) All Coverages**

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

**e. Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A+ according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

**f. Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

**5.** To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay reasonable charges of attorneys and reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same. Nothing contained herein shall be construed as

prohibiting the VILLAGE, its officials, employees and volunteers from defending, through the selection and use of their own agents, attorneys and experts, any injuries, deaths, loss, damages, claims, suits, liabilities, and judgments brought against them. The VILLAGE'S participation in its defense shall not remove the ENGINEER'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

**6.** Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

**7.** The ENGINEER represents and warrants to the VILLAGE that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The ENGINEER further represents and warrants to the VILLAGE that the ENGINEER and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER hereby agrees to defend, indemnify and hold harmless the VILLAGE, the corporate authorities, and all VILLAGE elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

**8.** The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.

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

**10.** The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order) require the ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. The ENGINEER will not be obligated to provide the same personnel

employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

**11.** This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the ENGINEER, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) business days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.

**12.** This AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

**a.** If the ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;

**b.** If a petition is filed against the ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

**c.** If the ENGINEER makes a general assignment for the benefit of creditors;

**d.** If a trustee, receiver, custodian or agent of the ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the ENGINEER's creditors;

**e.** If the ENGINEER admits in writing an inability to pay its debts generally as they become due.

**13.** Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, the ENGINEER shall be paid for

all services and any expense sustained, less all costs incurred by the VILLAGE, to have the services performed which were to have been performed by the ENGINEER.

**14.** The ENGINEER is qualified technically and is conversant with the policies applicable to the performance of design engineering and that sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

**15** The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.

**16** The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

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

**18.** All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

**19.** The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name. The ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership

of the Work. The ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE'S prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

**20.** The drawings, specifications, reports, and any other PROJECT documents prepared by the ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER'S promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE'S confidential and proprietary information.

**21.** The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE'S express authorization would be harmful and damaging to the VILLAGE'S interests:

**a.** Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.

**b.** All information relating to the Engineering Services being performed by the ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.

**c.** Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.

**d.** Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER'S wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

**22.** All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE'S business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE'S request at any time.

**23.** In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.

**24.** The ENGINEER will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

## B. THE VILLAGE AGREES:

**1.** The VILLAGE shall pay the ENGINEER, for the Engineering Services above-described, a fee not to exceed One Hundred One Thousand One Hundred Eighty Four 00/100 ($101,184.00) Dollars.

**2.** For all direct expenses totaling more than Twenty-Five Dollars ($25.00), the ENGINEER shall provide copies of receipts from suppliers of expendable materials. Invoices for reimbursable expenses shall be provided no later than sixty (60) days after the expense is incurred by the ENGINEER, and if such invoices are not provided within sixty (60) days, the VILLAGE shall not be required to pay such reimbursable expenses.

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

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

**a.** Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.

**b.** Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

**5.** This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

## C. IT IS MUTUALLY AGREED:

**1.** The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.

**2.** Each party to this AGREEMENT shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

**3.** Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

**a.** If to the VILLAGE:

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Village Manager

**b.** If to the ENGINEER:

CIVILTECH ENGINEERING, INC.
Two Pierce Place
Suite 1400
Itasca, Illinois 60143
Attn: Jonathan R. Vana

**c.** Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

**4.** This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

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

**6.** The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.

**7.** If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or

unenforceable, the remainder of this contract shall not be affected thereby; and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

**8.** This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

**9.** This AGREEMENT may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

**10.** This AGREEMENT shall become effective only after an appropriation therefor has been made. The term of this AGREEMENT shall be for one year following the effective date of the appropriation.

## D. CERTIFICATION OF ENGINEER

**1.** The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:

**a.** not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

**b.** not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

**c.** not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;

**d.** in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);

**e.** in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the ENGINEER shall:

**(1)** Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or

women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

**(2)** If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

**(3)** In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

**(4)** Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights; and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

**(5)** Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

**(6)** Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

**(7)** Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.

**(8)** ENGINEER (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that ENGINEER will retain such certifications in its files.

**(9)** In the event of the ENGINEER's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the ENGINEER may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

**f.** in compliance with 775 ILCS 5/2-105(A)(4)by having in place and enforcing a written sexual harassment policy.

**g.** in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

**h.** in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

**(1)** Publishing a statement:

**(a)** Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.

**(b)** Specifying the actions that will be taken against employees for violations of such prohibition.

**(c)** Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:

**(i)** abide by the terms of the statement; and

**(ii)** notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

**(2)** Establishing a drug-free awareness program to inform employees about:

**(a)** the dangers of drug abuse in the workplace;

**(b)** the ENGINEER's policy of maintaining a drug-free workplace;

**(c)** any available drug counseling, rehabilitation, and employee assistance program; and

**(d)** the penalties that may be imposed upon employees for drug violations.

**(3)** Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.

**(4)** Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c)(ii) from

any employee or otherwise receiving actual notice of such conviction.

**(5)** Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

**(6)** Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

**(7)** Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**i** in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

**j.** not a VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official.

**k.** not having solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.

**l.** not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.

**m.** the ENGINEER acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work

performed under this AGREEMENT are considered a public record of the VILLAGE; and therefore, the ENGINEER shall review its records and promptly produce to the VILLAGE any records in the ENGINEER'S possession which the VILLAGE requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the ENGINEER shall produce to the VILLAGE such records within three (3) business days of a request for such records from the VILLAGE at no additional cost to the VILLAGE.

**IN WITNESS WHEREOF**, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this ____ day of _____, 2022.

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

ATTEST:

By _____
Nick Cuzzone, Village President

By _____
Village Clerk

Executed by the ENGINEER, this ____ day of _____, 2022.

CIVILTECH ENGINEERING, INC.
Two Pierce Place
Suite 1400
Itasca, Illinois 60143

By _____
Jonathan R. Vana. P.E., President

**EXHIBIT A**

**"Proposal to Furnish Design Engineering Services – Tri-Path Improvements – Village of Villa Park, DuPage County, Illinois" dated July 29, 2022**

# Proposal to Furnish Design Engineering Services

Tri-Trail Path Improvements
Village of Villa Park, DuPage County, Illinois

## I. Project Understanding and Approach

This project consists of constructing new bike trails that will interconnect between the Great Western Trail, Illinois Prairie Path, and Salt Creek Greenway Trail. The construction of this project is federally funded and will need to be processed through the IDOT Bureau of Local Roads and Streets. Phase 1 preliminary plans have been developed and the Village is waiting for design approval from IDOT. In order to expedite the design, Phase 2 will need to begin as soon as possible in order to reach a target letting date of April 28, 2023. Construction would being in early June, 2023.

Civiltech will design the bike trail improvements to the established budget developed in the Phase 1 study. We will coordinate with the Village the estimated improvement costs at various stages of the design process. A key factor in timely construction of the bike trails will be to inform utility companies of utility conflicts early in the design process.

The Civiltech project team will be as follows:

- Director of Design – Jonathan R. Vana, P.E.
- Project Manager – Derek N. Mall, P.E.
- Project Engineer – Mark J. Piasecki, P.E.
- Design Engineer – Marcelino Cruz
- QC/QA Engineer – James D. Ewers, P.E.

Civiltech will be providing design engineering services with the assistance of its sub-consultants:

- Supplemental Survey – Gentile & Associates (Gentile); Joseph F. Gentile, PLS
- Environmental Engineering (CCDD) – True North Consultants (True North); Marjory McMahon Bredrup

Due to federal funding and a target construction year of 2023, the design of this project will need to be expedited. Prefinal plans must be submitted to IDOT by November 18, 2022. The critical path will be the relocation of utilities in conflict with the bike trails. Regardless, Civiltech and its sub-consultants will strive to make an April 28, 2023 IDOT letting so that construction can begin in June, 2023. An anticipated schedule is included in Attachment C.

# II. Scope of Services

## 1. Data Collection and Early Coordination

**A. Initial Kick-Off Meeting with Village & IDOT** - We will come to the meeting prepared to discuss the project scope. We will be prepared to bring an Agenda, discuss the project schedule provided with this proposal and modify any milestone dates as necessary.

**B. Obtain and Review Record Data** - We will obtain and review available Village data including, but not limited to, subdivision plans and plats, record plans, geotechnical reports, right-of-way data, aerial photography and contour mapping, sewer videos, other existing plans, and water and sewer system maps.

**C. Preliminary Utility Company Coordination** - We will call in a Design-Stage J.U.L.I.E. locate request and send letters and project location maps to the utility companies within the project limits requesting copies of their utility atlases.

**D. Clean Construction and Demolition Debris (CCDD) Testing and Certification** - True North will perform the CCDD analysis for each bike trail. Civiltech will review the results and provide the necessary pay items for disposal of materials. If needed, special waste characterization will be performed and will be included as a built-in contingency item into the contract. See Attachment B for the sub-consultant's proposal.

**E. Field Survey and Preparation of Base Sheets** – Supplemental topographic survey will be completed by Gentile & Associates. See Attachment B for the sub-consultant's proposal. Base sheets will be prepared at a scale of 1"=20' for use during the contract plan preparation. Once prepared, we will perform a "plan-in-hand" field check during which we will:

- Verify the completeness and accuracy of the design survey while familiarizing ourselves with the project area and any special conditions in the field.
- Obtain additional field measurements to supplement the base drawing development and include the necessary information for the bidding plans.
- Review the project area for any problematic drainage conditions that could be remedied as part of this project.
- Review existing signage for MUTCD compliance and investigate any other topographic features which may affect or be affected by the proposed design.
- Establish as accurately as possible, the locations of existing private utilities in the field using a combination of the atlases obtained from JULIE request and visual observation in the field.
- Photo-document the project area for use during design.

## 2. Preliminary (65%) and Pre-Final (95%) Engineering Plans, Special Provisions & Estimates

**A. Floodplain Earthwork Balancing** - One of the bike trails goes through the Salt Creek floodplain and will require extensive analysis of earthwork cut and fill sections when designing a smooth bike trail profile. Any fill material in the floodplain will need to be compensated at a 1.5:1 ratio of cut material in accordance with the DuPage County Stormwater Ordinance.

**B. Bicycle Facilities** - Civiltech will design bicycle signing along the bike trails. We will also investigate specific points-of-interest and provide wayfinding signage to those locations.

**C. ADA Compliance** - Aside from ensuring that the bike trails will be in compliance with ADA/PROWAG requirements, all intersections will be evaluated for ADA curb ramp compliance.

**D. Preliminary and Pre-Final Plans** - The Preliminary Plan preparation and submittal will be made to the Village in an effort to identify and address any significant design issues prior to completing Pre-Final Plans. This will also allow us to review the estimated project costs in comparison to the original budget. All documents will be submitted electronically which will include a half-size (11x17) PDF plan set.

Civiltech anticipates including all the improvements in one set of contract documents organized in MFT format. We will prepare one set of contract plans in accordance with the applicable sections of the BLRS manual, applicable IDOT Standards and in accordance with current Village standards and practices:

- Cover Sheet (1 sheet)
- General Notes, Index of Sheets and List of Highway Standards (2 sheets)
- Summary of Quantities (2 sheets)
- Typical Sections (3 sheets)
- Earthwork Schedules (2 sheets)
- Alignment, Ties, and Bench marks (1”=50’) (2 sheets)
- Construction Staging and Maintenance of Traffic Plans (2 sheets)
- Roadway, Drainage & Utilities, Removal Plan, Proposed Plan and Profile (1”=20’) (10 sheets)
- Erosion Control and Landscaping Plan (Double Panel) (1”=20’) (5 sheets)
- Pavement Marking and Signing Plan (Double Panel) (1”=20’) (5 sheets)
- ADA Grading Details (1”=5’) (8 sheets)
- Construction Details (5 sheets)
- Cross Sections (13 sheets)

**E. Pre-Final Special Provisions** - The specifications will reference the Standard Specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation and the latest edition of the Standard Specifications for Water and Sewer Construction in Illinois. When necessary, we will provide supplemental specifications for the proposed items of work as

required. Illinois Environmental Protection Agency (IEPA) documentation will be completed as required for the scope of work undertaken to include NPDES permitting such as the Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI). These items will be prepared for inclusion in the contract documents for final execution by the successful bidder. All erosion control design will be in accordance with the latest IEPA, Illinois Urban Manual, Village, and County requirements.

F. **Preliminary and Pre-Final Estimates of Cost and Time** - We will perform detailed quantity calculations at each stage of the plan development to establish an Engineer's Estimate of Cost. It will include measurements and calculations performed by separate engineers in order to ensure the accuracy of the calculations, and we will also use these quantities and items of work to prepare an Engineer's Estimate of Time. Our time estimate will be developed with input from experienced resident/field engineers to ensure the proposed amount of work can be completed within the Village's anticipated construction schedule. These items of work and unit prices will be developed based on review and analysis of recent bid tabulations for projects of similar scope and magnitude.

G. **QC/QA Review** - Prior to submission of the Preliminary and Pre-Final plans for review, we will perform an internal Quality Control / Quality Assurance review of the work completed. The review will be performed by a professional engineer independent of the design team. The Construction Engineer will also complete a contract document review at the Pre-Final stage. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required. The Director of Construction Services, Jim Ewers, will provide the review comments to the design team. The design team will also perform a "plan-in-hand" field check to confirm the existing conditions and design.

## 3. Final (100%) Plans, Special Provisions & Estimates

**Final Plans, Special Provisions & Estimates** - After completion of all reviews and resolution of any Village, stakeholder or utility company concerns, the contract plans will be finalized. All documents will be submitted electronically which will include half-size (11x17) PDF plan set.

In order to assist the Resident Engineer (RE) we will furnish the Village, as part of our deliverables, detailed information including all design and quantity calculations. We will also prepare a technical memorandum to the RE highlighting any key issues, commitments, or special concerns that arose during the design stage of the project. The status and schedule of all utility relocations, as of the date of the final plans, will be included in the bid documents. AutoCAD files will be provided to the Village either on a FTP site or flash drive containing all base and sheet files of the plan set.

The quantities will be updated based on final changes made to the plans after the pre-final review stage and a final estimate of quantities and cost will be provided.

We will also meet with the Village for a Final review of the contract plans and documents, if necessary, and will coordinate upcoming efforts for providing IDOT BLRS all the required documents for letting.

## 4. Project Administration, Coordination and Permits

**A. Project Administration** - This item includes project setup and monthly invoicing. In addition, this item includes coordination meetings with the Village, internal project team coordination, and sub-consultant coordination.

**B. Project Submittals** - As noted above, we will make the necessary document submittals, and follow through with each agency in regards to their review comments or arrange a review meeting to discuss plan changes necessary to resolve conflicts if possible.

**C. Design Review Meetings** - We will meet with the Village to discuss any review comments and design issues. The meetings will be scheduled such that all parties will have had an opportunity to review the submittals and provide comments. All meetings will be documented with Meeting Minutes. Any comments provided by the Village will be documented with a disposition of comments narrative.

**D. Utility Company Coordination** - As noted above, we will analyze the project for potential impacts to existing utilities. We will provide the utility companies with a list of areas of potential conflict so that additional information, such as horizontal locates or vertical locates, can be obtained where necessary to further define the extent of conflicts. We will first attempt to address utility conflicts through design modifications while considering the impact those changes will have on the overall improvement.

**E. Stormwater and Erosion Control Permitting** - All stormwater elements of the project will be designed to meet the requirements of the DuPage County Stormwater Ordinance. The Village of Villa Park is a full waiver community, and the Village's representative will review the project for compliance with the County ordinance. One of the bike trails is located in the floodplains. A letter will be written to the Illinois Department of Natural Resources (IDNR) to determine jurisdiction. IDNR will most likely defer the floodplain permit review to DuPage County. A formal permit submittal to DuPage County is anticipated and permit fees are not included in Civiltech's proposal. All drainage design calculations will be documented and organized in a manner that demonstrates compliance with County ordinance requirements.

**F. Bidding and Construction Assistance** - This project is federally funded and will be let by IDOT. We will coordinate and prepare all necessary documentation required by IDOT BLRS. We will also attend any required pre-construction meetings to answer questions regarding the design and contract documents.

## III. FEE CALCULATION

In order to calculate our "not-to-exceed" fee, we estimate man hours to complete the individual tasks outlined in the Scope of Services section of this proposal.

Direct costs such as printing, vehicle expenses, and sub-consultant expenses will be billed at their actual cost. Compensation for our work will be based upon actual labor dollars expended times a factor of **2.67** to cover actual payroll, overhead and indirect costs, payroll burden and fringe benefit costs and profit. Please reference the Cost Estimate of Consultant Services and manhour/direct expense calculations in Attachment A.

Maximum "not-to exceed" fees including all sub-consultants:

Total: $101,184.01



Jonathan R. Vana, P.E.
President
Civiltech Engineering, Inc.

Accepted By
Village Manager
Village of Villa Park

# Attachment A
# Cost Calculations

## Attachment A-1 Cost Estimate of Consultant Services

**Phase II Engineering Cost Estimate of Consultant Services**
**Professional Engineering Services Proposal**

**Tri-Trail Path Improvements**
**Village of Villa Park, DuPage County**

| | | Personnel & Hours | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Director of Design Services | Project Manager | Project Engineer | Design Engineer | QC/QA Engineer | Total Hours | % of Hours | Labor Cost | |
| | | $70.00 | $63.00 | $48.25 | $38.00 | $70.00 | | | | |
| 1 | **Data Collection and Early Coordination** | | | | | | | | | |
| | | 2 | 10 | 30 | 46 | 0 | 88 | 12.6% | $ | 3,965.50 |
| 2 | **Preliminary (65%) and Pre-Final (95%) P, S & E** | | | | | | | | | |
| | | 2 | 15 | 153 | 247 | 4 | 421 | 60.3% | $ | 18,133.25 |
| 3 | **Final (100%) P, S & E** | | | | | | | | | |
| | | 2 | 4 | 32 | 44 | 2 | 84 | 12.0% | $ | 3,748.00 |
| 4 | **Project Administration, Coordination and Permits** | | | | | | | | | |
| | | 2 | 15 | 32 | 56 | 0 | 105 | 15.0% | $ | 4,757.00 |
| | Total Labor Cost | | | | | | | | $ | 30,603.75 |
| | Direct Labor Multiplier | **2.67** | | | | | | | $ | 81,712.01 |
| | Direct Costs and Sub Consultant Expense (See attached calculation) | | | | | | | | $ | 19,472.00 |
| | | | | | | **Total Engineering Cost:** | **698** | **100.0%** | **$** | **101,184.01** |

## Attachment A-2 Detailed Work Hours Estimate

**Phase II Engineering Manhour Calculations**
**Professional Engineering Services Proposal**

**Tri-Trail Path Improvements**
**Village of Villa Park, DuPage County**

| Task No. | Task | Personnel & Hours | | | | | Total | % of Hours |
|---|---|---|---|---|---|---|---|---|
| | | Director of Design Services | Project Manager | Project Engineer | Design Engineer | QC/QA Engineer | | |
| **1** | **Data Collection and Early Coordination** | | | | | | | |
| A. | Initial Kick Off Meeting with Village & IDOT | 2 | 2 | 4 | | | **8** | 9.1% |
| B. | Obtain and Review Record Data | | | 4 | | | **4** | 4.5% |
| C. | Preliminary Utility Company Coordination | | | 2 | 6 | | **8** | 9.1% |
| D. | CCDD Review of Environmental Data | | | 4 | | | **4** | 4.5% |
| E. | Field Survey and Preparation of Base Sheets | | 8 | 16 | 40 | | **64** | 72.7% |
| | **Sub-total Item 1** | **2** | **10** | **30** | **46** | **0** | **88** | **100.0%** |
| **2** | **Preliminary (65%) and Pre-Final (95%) P, S & E** | | | | | | | |
| A. | Floodplain Earthwork Balancing | | 1 | 4 | 16 | | **21** | 5.0% |
| B. | Bicycle Facilities | | 1 | 8 | 12 | | **21** | 5.0% |
| C. | ADA Compliance | | 1 | 8 | 16 | | **25** | 5.9% |
| D. | Preliminary and Pre-Final Plans | | | | | | | |
| | Cover Sheet (1 sheet) | | | 1 | 3 | | **4** | 1.0% |
| | General Notes, Index of Sheets and List of Highway Standards (2 sheets) | | | 2 | 4 | | **6** | 1.4% |
| | Summary of Quantities (2 sheets) | | | 2 | 4 | | **6** | 1.4% |
| | Typical Sections (3 sheets) | | | 4 | 12 | | **16** | 3.8% |
| | Earthwork Schedules (2 sheets) | | | 4 | 8 | | **12** | 2.9% |
| | Alignment, Ties and Bench marks (1"=50') (2 sheets) | | | 4 | 4 | | **8** | 1.9% |
| | Construction Staging and Maintenance of Traffic Plans (2 sheets) | | 1 | 8 | 4 | | **13** | 3.1% |
| | Roadway, Drainage & Utilities, Removal Plan, Proposed Plan and Profile (1"=20' H : 1"=5' V) (10 sheets) | | 4 | 40 | 64 | | **108** | 25.7% |
| | Erosion Control and Landscaping Plan (1"=20') (5 sheet) | | | 4 | 12 | | **16** | 3.8% |
| | Pavement Marking and Signing Plan (1"=20') (5 sheet) | | 1 | 8 | 8 | | **17** | 4.0% |
| | ADA Grading Details (1"=5') (8 sheets) | | 1 | 8 | 16 | | **25** | 5.9% |
| | Constrcution Details (5 sheets) | | | 4 | 8 | | **12** | 2.9% |
| | Cross Sections (13 sheets) | | 2 | 16 | 36 | | **54** | 12.8% |
| E. | Pre-Final Special Provisions | | 2 | 16 | | | **18** | 4.3% |
| F. | Preliminary and Pre-Final Estimates of Cost and Time | | 1 | 12 | 20 | | **33** | 7.8% |
| G. | QC/QA Review | 2 | | | | 4 | **6** | 1.4% |
| | **Sub-total Item 2** | **2** | **15** | **153** | **247** | **4** | **421** | **100.0%** |
| **3** | **Final (100%) P, S & E** | | | | | | | |
| A. | Final Plans | | 2 | 16 | 32 | | **50** | 59.5% |
| B. | Final Special Provisions | | 1 | 8 | | | **9** | 10.7% |
| C. | Final Quantity Calculations and Estimates | | 1 | 8 | 12 | | **21** | 25.0% |
| D. | Final QC/QA Review | 2 | | | | 2 | **4** | 4.8% |
| | **Sub-total Item 3** | **2** | **4** | **32** | **44** | **2** | **84** | **100.0%** |
| **4** | **Project Administration, Coordination and Permits** | | | | | | | |
| A. | Project Administration | | 8 | 4 | | | **12** | 11.4% |
| B. | Project Submittals | | 1 | 4 | 8 | | **13** | 12.4% |
| C. | Design Review Meetings | 2 | 2 | 4 | | | **8** | 7.6% |
| D. | Utility Company Coordination | | 1 | 4 | 16 | | **21** | 20.0% |
| E. | Stormwater and Erosion Control Permitting | | 1 | 8 | 32 | | **41** | 39.0% |
| F. | Bidding and Construction Assistance | | 2 | 8 | | | **10** | 9.5% |
| | **Sub-total Item 4** | **2** | **15** | **32** | **56** | **0** | **105** | **100.0%** |
| | **Total Hours:** | **8** | **44** | **247** | **393** | **6** | **698** | |
| | **% of Hours:** | **1.1%** | **6.3%** | **35.4%** | **56.3%** | **0.9%** | **100.0%** | |

# Attachment A-3 Direct Costs

**Direct Cost and Sub Consultant Calculation**
**Professional Engineering Services Proposal**

**Tri-Trail Path Improvements**
**Village of Villa Park, DuPage County**

| DIRECT COSTS | | | |
|---|---|---|---|
| **ITEM 1** | **Printing** | | |
| | ***Preliminary Plans*** | | |
| | Village 3 sets X 60 sheets/set X $0.50/sheet | | $90.00 |
| | Utility Companies 5 sets X 60 sheets/set X $0.50/sheet | | $150.00 |
| | ***Pre-Final Plans*** | | |
| | Village 3 sets X 60 sheets/set X $0.50/sheet | | $90.00 |
| | Utility Companies 5 sets X 60 sheets/set X $0.50/sheet | | $150.00 |
| | ***Pre-Final Specification Books*** | | |
| | Village 3 books X $40/book | | $120.00 |
| | ***Final Plans*** | | |
| | Village 3 sets X 60 sheets/set X $0.50/sheet | | $90.00 |
| | Utility Companies 5 sets X 60 sheets/set X $0.50/sheet | | $150.00 |
| | ***Final Contract Booklets*** | | |
| | Village 3 books X $40/book | | $120.00 |
| | | **Total Item 1** | **$960.00** |
| **ITEM 2** | **Shipping** | | |
| | 5 overnight shipping items X $40/each | | |
| | | **Total Item 2** | **$200.00** |
| **ITEM 3** | **Vehicle Expense** | | |
| | Mileage | | |
| | | **Total Item 3** | **$250.00** |
| **ITEM 4** | **CCDD Testing and Certification** | | |
| | True North Consultants, Inc. | | $11,037.00 |
| | | **Total Item 5** | **$11,037.00** |
| **ITEM 5** | **Topographic Survey** | | |
| | Gentile & Associates, Inc. | | $7,025.00 |
| | | **Total Item 6** | **$7,025.00** |
| | | **TOTAL DIRECT EXPENSES:** | **$19,472.00** |

# Attachment B
# Subconsultant Proposals

**GENTILE AND ASSOCIATES, INC.**
Professional Land Surveyors
Est. 1979

550 E. St. Charles Place
Lombard, IL. 60148
630.916.6262
gas79@sbcglobal.net

June 20, 2022

Mark Piasecki, P.E.
Civiltech Engineering, Inc.
Two Pierce Place, Suite #1400
Itasca, Il. 60143

Re: Village of Villa Park Tri-Trail Project

Mark,
Per your request you would like a quote to prepare a Topographic Survey for 5 areas that will supplement survey data you already have for the Tri-Trail project in Villa Park.
The cost to survey the 5 locations would be $5,620.00. This includes field time as well as office drafting. The cost for supplemental survey work would be $1,405.00.

With regard to time frame it really depends on our backlog at the time the work is ordered.

Please contact me with any questions.

Sincerely,

Joseph F. Gentile

File:tritrailprop

TRUENORTH CONSULTANTS
Trusted Partner. Leading Environmental Solutions.

# QUOTATION

1000 East Warrenville Road Suite 140
Naperville, IL 60563
Phone: 630-717-2880
Fax: 630-689-5881
info@consulttruenorth.com

| | |
|---|---|
| DATE: | 6/17/2022 |
| Proposal # | P122-577 |
| Customer ID | CIVI |
| Valid Until: | 8/1/2022 |

**CLIENT**

Mark Piasecki, P.E.
Civiltech Engineering, Inc.
Two Pierce Place, Suite 1400
Itasca, IL 60143
630-290-8072
mpiasecki@civiltechinc.com

**PROJECT**

Soil Management Consulting
CCDD Soil Assessment
Villa Park Tri-Trail Project Phase I
Villa Park, Illinois

| DESCRIPTION | QUANTITY | UNIT | RATE | AMOUNT |
|---|---|---|---|---|
| **Field Sampling Activities** | | | | |
| Staff Consultant - Soil Sampling Labor | 8 | HR | $ 105.00 | $ 840.00 |
| Soil Sampling Equipment, Materials and Vehicle | 1 | DAY | $ 300.00 | $ 300.00 |
| | | | *Field Sampling Subtotal* | $ *1,140.00* |
| **CCDD Soil Analytical** | | | | |
| pH | 8 | EA | $ 15.00 | $ 120.00 |
| VOCs | 5 | EA | $ 150.00 | $ 750.00 |
| BETX | 3 | EA | $ 65.00 | $ 195.00 |
| SVOCs | 1 | EA | $ 225.00 | $ 225.00 |
| PNAs | 7 | EA | $ 125.00 | $ 875.00 |
| PCBs | 1 | EA | $ 85.00 | $ 85.00 |
| RCRA Metals | 8 | EA | $ 85.00 | $ 680.00 |
| TCLP Extraction | 8 | EA | $ 65.00 | $ 520.00 |
| TCLP one metal | 8 | EA | $ 14.00 | $ 112.00 |
| | | | *CCDD Analytical Subtotal* | $ *3,562.00* |
| **Project Reporting & Management** | | | | |
| PIP Evaluation | 1 | LS | $ 500.00 | $ 500.00 |
| LPC #663 Certification | 1 | LS | $ 750.00 | $ 750.00 |
| Senior Consultant - Project Administration & Management | 3 | HR | $ 125.00 | $ 375.00 |
| | | | *Reporting Subtotal* | $ *1,625.00* |
| **Contingency costs for additional sampling event** | | | | |
| Staff Consultant - Soil Sampling Labor | 8 | HR | $ 105.00 | $ 840.00 |
| Soil Sampling Equipment, Materials and Vehicle | 1 | DAY | $ 300.00 | $ 300.00 |
| Updated Sampling Documentation/Certification | 1 | LS | $ 500.00 | $ 500.00 |
| One metal | 20 | EA | $ 14.00 | $ 280.00 |
| VOCs | 4 | EA | $ 150.00 | $ 600.00 |
| SVOCs | 2 | EA | $ 225.00 | $ 450.00 |
| PNAs | 2 | EA | $ 125.00 | $ 250.00 |
| PCBs | 2 | EA | $ 85.00 | $ 170.00 |
| pH | 8 | EA | $ 15.00 | $ 120.00 |
| Waste Characterization Analytical (R-Code) | 1 | EA | $ 1,200.00 | $ 1,200.00 |
| | | | *Contingency Subtotal* | $ *4,710.00* |
| | | | Maximum Fee | $ 11,037.00 |

Comments: True North has assumed a total of sixteen (16) soil samples will be collected from representative depths and locations within the project area, to a maximum depth of two (2) feet. Eight (8) samples will be submitted to the laboratory and analyzed for the above referenced analytical parameters. Eight (8) samples will be submitted on hold, and will be analyzed only if necessary. True North has assumed soil samples are accesible via hand tools. True North has assumed one (1) day of sampling activities. The selected analytical parameters are based on the preliminary historical and environmental database information. True North will screen all soil samples with a PID to identify potential soil management issues. Additional analytical may be required based on the final disposition of the soil. True North has assumed a standard turn-around-time of five to seven days. The laboratory analysis can be expedited if necessary for a surcharge, as identified. In addition to soil assessment, costs for waste characterization analytical and profile consulting have been included for reference. The above costs do not include additional delineation sampling beyond the identified contigency sampling. The above costs do not include traffic control. Upon receipt of soil analytical results, True North will issue an LPC #663 for soils that meet 35 IAC Part 1100 CCDD regulations.

**TERMS AND CONDITIONS**

1. The attached terms and conditions shall apply to this scope of work.
2. Payment will be due upon receipt of invoicing.
3. Please fax, mail, or e-mail the signed price quote to the address above.

*Client Acceptance (sign below):*

x _____
Print Name:

| | |
|---|---|
| Other | $ - |
| **Maximum Fee** | **$ 11,037.00** |

True North appreciates the opportunity to offer this proposal for environmental consulting and testing services. If you have any questions, please contact me at 630.717.2880
Marjory Bredrup

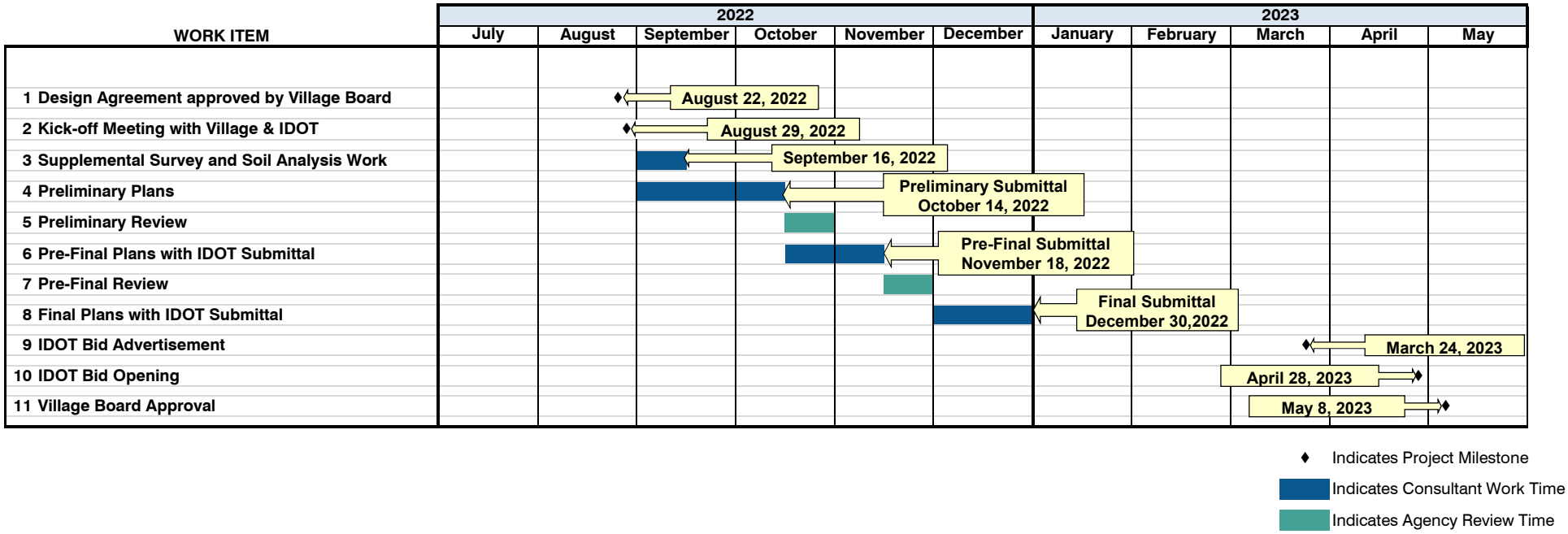
*Thank You For Your Business!*

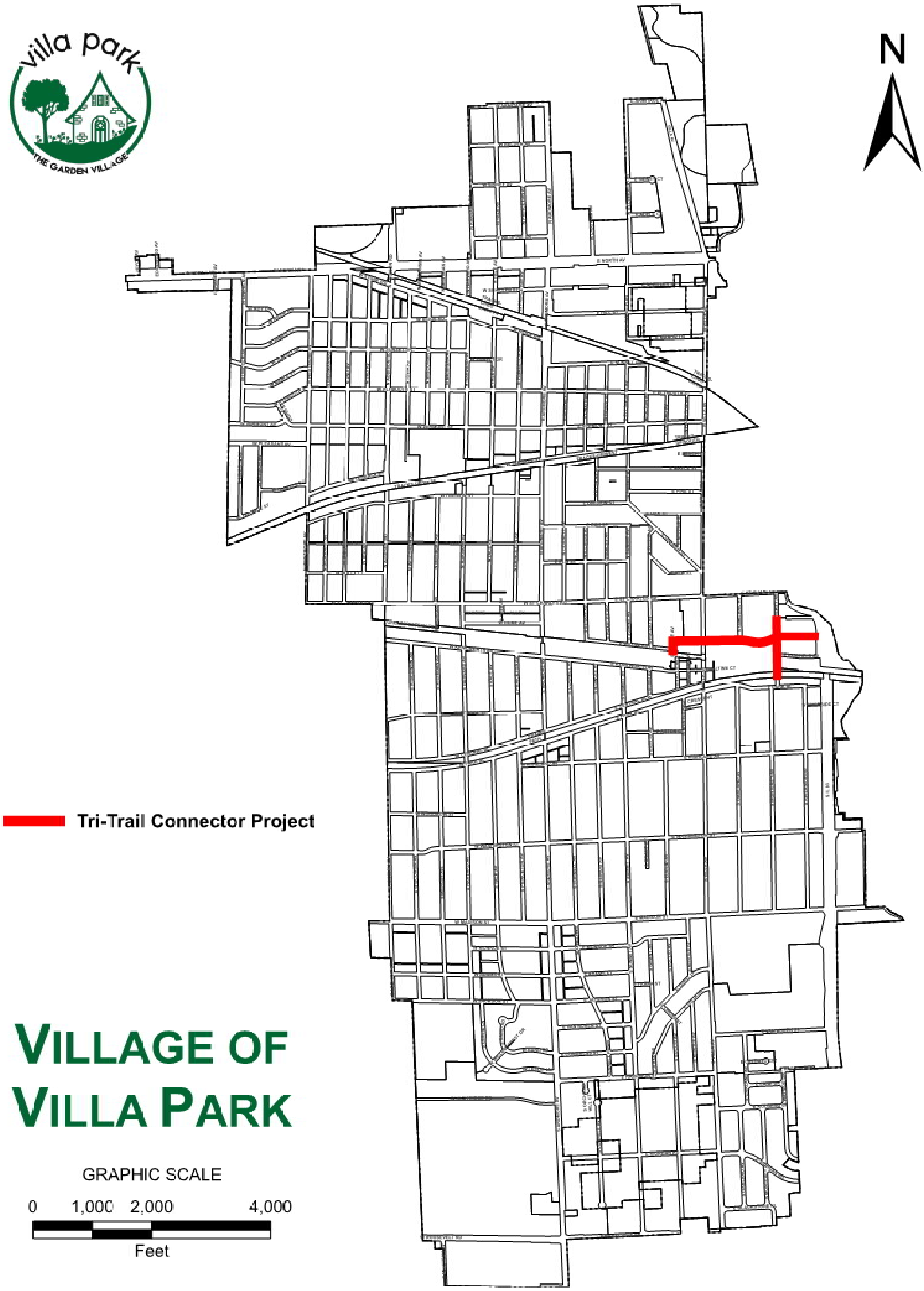
# Attachment C
# Anticipated Project Schedule

## Anticipated Project Schedule

### Village of Villa Park

### Tri-Trail Path Improvements




villa park
THE GARDEN VILLAGE
N
Tri-Trail Connector Project
VILLAGE OF
VILLA PARK
GRAPHIC SCALE
0 1,000 2,000 4,000
Feet

| VILLAGE OF VILLA PARK<br>CAPITAL IMPROVEMENT PLAN<br>2022 THROUGH 2026 | Fund(s) / Department(s):<br>Kenilworth TIF<br>St. Charles TIF<br>STP Grant |
|---|---|

| | |
|---|---|
| **Project Name:** | **Tri-Trail Connector Project** |
| **Objective:** | To increase the safety of pedestrians and bicyclists using the village's three trails, and to improve the connectivity of those trails. |
| **Description:** | This project consists of the construction of a new off-street shared-use path that will connect the village's three existing recreational trails: the Illinois Prairie Path, the Great Western Trail, and the Salt Creek Greenway Trail. The village has been awarded STP grant funding for this project in FY 2024. |
| **Justification:** | The village's existing trails are connected in large part with on-street routes that place pedestrians and bicyclists in close proximity to vehicular traffic. This project would provide for off-street connectivity of the three trails, thus increasing safety and improving trail connectivity. |

| Funding Source | Total Cost | Previous Years | 2022 through 2026 | Future Years |
|---|---|---|---|---|
| **Engineering / Professional Services** | | | | |
| Kenilworth TIF | 69,600 | 13,100 | 56,500 | - |
| St. Charles TIF | 237,851 | 105,351 | 132,500 | - |
| STP Grant | 75,000 | - | 75,000 | - |
| **Engineering Subtotals** | **382,451** | **118,451** | **264,000** | **-** |
| **Construction / Building** | | | | |
| Kenilworth TIF | 125,000 | - | 125,000 | - |
| St. Charles TIF | 125,000 | - | 125,000 | - |
| STP Grant | 750,000 | - | 750,000 | - |
| **Construction Subtotals** | **1,000,000** | **-** | **1,000,000** | **-** |
| **Funding Sources Subtotals** | | | | |
| Kenilworth TIF | 194,600 | 13,100 | 181,500 | - |
| St. Charles TIF | 362,851 | 105,351 | 257,500 | - |
| STP Grant | 825,000 | - | 825,000 | - |
| **PROJECT TOTALS** | **1,382,451** | **118,451** | **1,264,000** | **-** |

# Village Board of Trustees Agenda Item Report

**Meeting Date:** August 22, 2022
**Submitted by:** Karla Blanco
**Submitting Department:** Public Works
**Item Type:** Resolutions
**Agenda Section:** Resolutions

---

**Subject:**
Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase III Construction Engineering of the Jackson Pond Improvement Project in an Amount Not to Exceed $198,943.43

**Suggested Action:**
The Jackson Pond Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project's objective is to expand the Jackson Pond stormwater detention basin to lessen the frequency and severity of area flooding. Staff recommends approval of an engineering services agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase III construction engineering of the Jackson Pond Improvement Project in an amount not to exceed $198,943.43. Funding for these engineering services would be taken from the Stormwater Fund. The Village will utilize a portion of its $4 million disaster mitigation grant from FEMA to pay for these services.

This item satisfies the Short-Term Complex Strategic Plan Goal, "Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc."

**Attachments:**
RESO - Phase III Agreement - Jackson Pond Expansion Project.docx
MEMO - Phase III Engineering Services Agreement - Jackson Pond Improvement Project
AGREEMENT with V3 Companies - Construction Engineering Services - Jackson Pond Expansion Project - Phase III.doc
EXHIBIT A to Agreement - Construction Engineering Services - Jackson Pond Expansion Project - Phase III - V3 Companies
CIP - Phase III Engineering Services Agreement - Jackson Pond Improvement Project

**Resolution No. _____**

**Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase III Construction Engineering of the Jackson Pond Improvement Project in an Amount Not to Exceed $198,943.43**

**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 V3 Companies, Ltd., of Woodridge, Illinois, to perform Phase III professional construction engineering services for the Jackson Pond Expansion Project ("Project") in an amount not to exceed One Hundred Ninety-Eight Thousand Nine Hundred Forty-Three and 43/100 ($198,943.43) Dollars; and

**WHEREAS,** the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the citizens of the Village of Villa Park to enter into an agreement with V3 Companies, Ltd., to provide professional construction engineering services for Phase III of the Project.

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

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

**Section 2:** That *Agreement between the Village of Villa Park, Illinois, and V3 Companies, Ltd., for the furnishing of Professional Construction Engineering Services for the Jackson Pond Expansion Project – Phase III*, is hereby approved in substantially the form attached hereto as Exhibit "A", and incorporated herein, and the Village President is hereby

authorized to execute, and the Village Clerk to attest, same on behalf of the Village of Villa Park, with such changes therein as may be approved by the Village President and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

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

PASSED this 22nd day of August, 2022, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this 22nd day of August, 2022

_____
Village President

Attest: _____
Village Clerk

# Memo

**To:** Matthew Harline, Village Manager

**From:** Karla Bastien, P.E., Senior Civil Engineer

Karla Bastien

**Date:** August 17, 2022

**Re:** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase III Construction Engineering of the Jackson Pond Improvement Project in an Amount Not to Exceed $198,943.43

---

The Jackson Pond Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project's objective is to expand the Jackson Pond stormwater detention basin to lessen the frequency and severity of area flooding.

The scope of the Jackson Pond Improvement Project includes the expansion of the Jackson Pond stormwater basin. The scope also includes the installation of storm sewers which would be tributary to the expanded detention basin, and all necessary restoration work for these improvements.

Public Works staff proposes an engineering services agreement with V3 Companies, Ltd., to perform the construction engineering in an amount not to exceed $198,943.43. Staff completed a consultant Qualifications Based Selection (QBS) process to evaluate consultants to perform construction engineering services for projects over the next three years, and V3 Companies, Ltd. was selected as one of the firms to perform these services for the Village based on their qualifications.

The proposed scope of work of the construction engineering services would include pre-construction coordination, construction observation and documentation, survey verification, inspection of erosion control, measurement and computation of pay items, preparation of pay estimates, and preparation of record drawings.

Funding for these engineering services would be taken from the Stormwater Fund. The Village will utilize a portion of its $4 million disaster mitigation grant from FEMA to pay for these services.

**RECOMMENDATION**

Staff recommends approval of an engineering services agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase III Construction Engineering of the Jackson Pond Improvement Project in an amount not to exceed $193,943.43.

**AGREEMENT**
**between**
**THE VILLAGE OF VILLA PARK, ILLINOIS**
**and**
**V3 COMPANIES, LTD.,**
**for the furnishing of**
**PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES**
**for the**
**JACKSON POND EXPANSION PROJECT – PHASE III**

---

THIS AGREEMENT, made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the "VILLAGE," and V3 COMPANIES, LTD., hereinafter referred to as the "ENGINEER," has been prepared and executed to provide for professional construction engineering services for the Jackson Pond Expansion Project – Phase III, hereinafter referred to as the "PROJECT".

This agreement is hereinafter referred to as the "AGREEMENT". The work associated with this AGREEMENT is as described below as Engineering Services.

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

**A. THE ENGINEER AGREES:**

**1.** The ENGINEER shall serve as the VILLAGE'S professional construction engineering consultant in those phases of the PROJECT to which this AGREEMENT applies. The ENGINEER shall perform the Engineering Services described in its proposal dated August 17, 2022, entitled "Jackson Pond Expansion Project – Construction Engineering Services – Villa Park, Illinois", attached hereto as Exhibit A and made a part hereof.

**2.** Additional services beyond the scope of the Engineering Services above-described, requested in writing by the VILLAGE, shall be performed by the ENGINEER in accordance with the hourly rate as agreed upon in writing between the VILLAGE and ENGINEER, and approved by the VILLAGE Board of Trustees.

**3.** The ENGINEER will perform services under this AGREEMENT in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area. Notwithstanding anything to the contrary which may be contained in this AGREEMENT or any other material incorporated herein by reference, or in any agreement between the Village and any other party concerning the PROJECT, the ENGINEER shall not have control or be in charge of, and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or

programs of the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the PROJECT. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the ENGINEER.

**4.** The ENGINEER shall procure and maintain for the duration of its AGREEMENT, and for three years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from, or are in conjunction with, the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

**a. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

**(1)** Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);

**(2)** Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);

**(3)** Professional Liability/Malpractice Liability policy; and

**(4)** Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

**b. Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

**(1)** Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be $2,000,000 per project.

**(2)** Automobile Liability: $1,000,000 combined single limit per accident or bodily injury and property damage.

**(3)** Professional Liability: $2,000,000 single limit for errors and omissions, professional/malpractice liability.

**(4)** Workers' Compensation and Employers' Liability: Workers' Compensation insurance within statutory limits, and Employers' Liability limits of $500,000 per accident.

**(5)** Umbrella Liability: $2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than $2,000,000 per person, per aggregate.

**c. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**d. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

**(1) General Liability and Automobile Liability Coverages**

**(a)** The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, leased, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

**(b)** The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be in excess of the ENGINEER's insurance and shall not contribute with it.

**(c)** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.

**(d)** The ENGINEER's insurance shall contain a severability of interests clause or language stating

that the ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**(2) All Coverages**

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

**e. Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A+ according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

**f. Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

**5.** To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay reasonable charges of attorneys and reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same. Nothing contained herein shall be construed as prohibiting the VILLAGE, its officials, employees and volunteers from defending, through the selection and use of their own agents, attorneys and experts, any injuries,

deaths, loss, damages, claims, suits, liabilities, and judgments brought against them. The VILLAGE'S participation in its defense shall not remove the ENGINEER'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

**6.** Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

**7.** The ENGINEER represents and warrants to the VILLAGE that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The ENGINEER further represents and warrants to the VILLAGE that the ENGINEER and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER hereby agrees to defend, indemnify and hold harmless the VILLAGE, the corporate authorities, and all VILLAGE elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

**8.** The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.

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

**10.** The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order) require the ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. The ENGINEER will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

**11.** This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the ENGINEER, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) business days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.

**12.** This AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

**a.** If the ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;

**b.** If a petition is filed against the ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

**c.** If the ENGINEER makes a general assignment for the benefit of creditors;

**d.** If a trustee, receiver, custodian or agent of the ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the ENGINEER's creditors;

**e.** If the ENGINEER admits in writing an inability to pay its debts generally as they become due.

**13.** Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, the ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE, to have the services performed which were to have been performed by the ENGINEER.

**14.** The ENGINEER is qualified technically and is conversant with the policies applicable to the performance of design engineering and that sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

**15** The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.

**16** The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

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

**18.** All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

**19.** The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name. The ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. The ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE'S prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to

the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

**20.** The drawings, specifications, reports, and any other PROJECT documents prepared by the ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER'S promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE'S confidential and proprietary information.

**21.** The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE'S express authorization would be harmful and damaging to the VILLAGE'S interests:

**a.** Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.

**b.** All information relating to the Engineering Services being performed by the ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.

**c.** Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.

**d.** Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER'S wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

**22.** All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE'S business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE'S request at any time.

**23.** In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.

**24.** The ENGINEER will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

## B. THE VILLAGE AGREES:

**1.** The VILLAGE shall pay the ENGINEER, for the Engineering Services above-described, a fee not to exceed One Hundred Ninety-Eight Thousand Nine Hundred Forty-Three 43/100 ($198,943.43) Dollars.

**2.** For all direct expenses totaling more than Twenty-Five Dollars ($25.00), the ENGINEER shall provide copies of receipts from suppliers of expendable materials. Invoices for reimbursable expenses shall be provided no later than sixty (60) days after

the expense is incurred by the ENGINEER, and if such invoices are not provided within sixty (60) days, the VILLAGE shall not be required to pay such reimbursable expenses.

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

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

**a.** Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.

**b.** Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

**5.** This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

**C. IT IS MUTUALLY AGREED:**

**1.** The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.

**2.** Each party to this AGREEMENT shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

**3.** Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

**a.** If to the VILLAGE:

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Village Manager

**b.** If to the ENGINEER:

V3 COMPANIES, LTD.
7325 Janes Avenue
Woodridge, Illinois 60517
Attn: Christopher Hoffman, Senior Project Manager

**c.** Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

**4.** This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

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

**6.** The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.

**7.** If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby; and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

**8.** This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

**9.** This AGREEMENT may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

**10.** This AGREEMENT shall become effective only after an appropriation therefor has been made. The term of this AGREEMENT shall be for one year following the effective date of the appropriation.

## D. CERTIFICATION OF ENGINEER

**1.** The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:

**a.** not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

**b.** not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

**c.** not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;

**d.** in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq*.);

**e.** in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the ENGINEER shall:

**(1)** Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

**(2)** If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

**(3)** In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

**(4)** Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights; and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

**(5)** Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

**(6)** Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

**(7)** Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its

employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.

**(8)** ENGINEER (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that ENGINEER will retain such certifications in its files.

**(9)** In the event of the ENGINEER's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the ENGINEER may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

**f.** in compliance with 775 ILCS 5/2-105(A)(4)by having in place and enforcing a written sexual harassment policy.

**g.** in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

**h.** in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

**(1)** Publishing a statement:

**(a)** Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.

**(b)** Specifying the actions that will be taken against employees for violations of such prohibition.

**(c)** Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:

**(i)** abide by the terms of the statement; and

**(ii)** notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

**(2)** Establishing a drug-free awareness program to inform employees about:

**(a)** the dangers of drug abuse in the workplace;

**(b)** the ENGINEER's policy of maintaining a drug-free workplace;

**(c)** any available drug counseling, rehabilitation, and employee assistance program; and

**(d)** the penalties that may be imposed upon employees for drug violations.

**(3)** Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.

**(4)** Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.

**(5)** Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

**(6)** Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

**(7)** Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**i** in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

**j.** not a VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official.

**k.** not having solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.

**l.** not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.

**m.** the ENGINEER acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this AGREEMENT are considered a public record of the VILLAGE; and therefore, the ENGINEER shall review its records and promptly produce to the VILLAGE any

records in the ENGINEER'S possession which the VILLAGE requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the ENGINEER shall produce to the VILLAGE such records within three (3) business days of a request for such records from the VILLAGE at no additional cost to the VILLAGE.

**IN WITNESS WHEREOF**, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this ____ day of _____, 2022.

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

ATTEST:

By _____
Nick Cuzzone, Village President

By _____
Village Clerk

Executed by the ENGINEER, this ____ day of _____, 2022.

V3 COMPANIES, LTD.
7325 Janes Avenue
Woodridge, Illinois 60517

By:_____

_____, Its President

**EXHIBIT A**
**Proposal Dated August 17, 2022**
**Jackson Pond Expansion Project – Construction Engineering Services –**
**Villa Park, Illinois**

August 17, 2022

Mr. Michael Guerra, P.E.
Public Works Director
Village of Villa Park
20 South Ardmore Avenue
Villa Park, IL 60181

RE: Jackson Pond Expansion Project
Construction Engineering Services
Villa Park, Illinois

Dear Mr. Guerra:

On behalf of V3 Companies, Ltd. (V3), we are pleased to submit this proposal for Construction Engineering Services for the Jackson Pond Expansion Project in the Village of Villa Park, Illinois. V3 has provided similar services for other construction projects in Villa Park, and we are fully aware of the requirements of the Village and the Illinois Department of Transportation.

**PROJECT UNDERSTANDING**

V3 understands that the Village of Villa Park is requesting on-site inspection and documentation services required related to the Jackson Pond Expansion Project. V3 will provide field personnel to observe the work and help assure that it is constructed in accordance with contract documents, as well as Village of Villa Park and Illinois Department of Transportation standards and specifications.

**SCOPE OF SERVICES**

The following summarizes the general scope of services we will provide for the duration of the project which will consist of three phases:

- Pre-Construction Phase;
- Construction Phase;
- Final Close-out Phase.

1. **Pre-Construction Phase** – We will provide the following services during the pre-construction phase:

   a. Attend all "pre-construction" meetings;
   b. Set-up project files, field books and records for progress documentation. Project documentation will be performed to *IDOT Documentation* standards.
   c. Document existing conditions with electronic photographs and videos;

2. **Construction Phase** – We will provide the following services during the construction phase:

    a. Perform on-site inspection to help assure completion of the work in accordance with contract documents;
    b. Perform inspections of erosion and sediment control measures installed by contractors and document conditions as required by governing agencies;
    c. Verify contractor's layout on an as needed basis;
    d. Prepare and submit weekly reports to the Village;
    e. Provide the Village written construction updates as necessary;
    f. Communication with local stakeholders, including, but not limited to, School District 45, Jackson Middle School, Early Childhood Center, Islamic Foundation, Willowbrook High School;
    g. Coordination with local stakeholders, including all requirements set forth in the IGA between the Village and School District 45.
    h. Measurements and computation of pat items;
    i. Preparation and submission of all partial and final pay estimates and change orders;
    j. Preparation of quarterly FEMA reports.

3. **Final Close-out Phase** – We will provide the following services during the close-out phase:

    a. Prepare and monitor the completion of the final punch-list;
    b. Conduct final inspection of contractor's work;
    c. Prepare "Record Drawings" of the completed project in both CAD and PDF formats including survey of the final topographic information with verification of new flood capacity;
    d. Complete and submit all final measurements, calculations and final contract records.

**COMPENSATION**

V3 shall be paid a Direct Labor Multiplier of 2.85 times the employee's hourly rate for the actual hours expended to perform the services. V3 estimates the staffing fees and expenses for Construction Engineering Services related to this project shown in the attached Exhibit A as summarized below:

| | |
|---|---|
| ***Total Estimated Fee for Resident Engineering Services:*** | ***$ 194,943.43*** |
| ***Alternate A – Drone Purchase Contingency:*** | ***$ 4,000.00*** |
| ***Total Estimated Fee plus Alternate A:*** | ***$ 198,943.43*** |

Should our services be needed beyond the estimated level of effort, this fee may need to be increased to continue providing the inspection services until construction is complete. V3 will not exceed the above fee without the Village's approval.

**MISCELLANEOUS CONTRACTURAL ITEMS**

These services will be provided under the Terms and Conditions attached. If the terms of these services request are found to be satisfactory, please sign this request to indicate your acceptance and return a signed copy to our office. Receipt of the signed authorization will serve as out Notice to Proceed for this work.

We appreciate the opportunity to present this agreement and look forward to working with you on this project.

Sincerely,

V3 Companies, Ltd.

Christopher Hoffman
Senior Project Manager

For:
V3 COMPANIES, LTD.

Christopher E. Hoffman, P.E.
Senior Project Manager

Matthew E. Powers, P.E.
Director of Construction Engineering

Accepted For:
VILLAGE OF VILLA PARK

By: _____

Title: _____

Date: _____

**Jackson Pond Expansion Project**
**Village of Villa Park**
**Estimated Construction Engineering Services Hours and Costs**

**Exhibit A**

**Assumptions**

Bid Opening on 7/26/2022
Construction Start 9/6/2022
Substantial Construction Completion 12/17/2022
Final Punchlist Completion 6/30/2023
Wage increase of 5% beginning period ending 1/15/23
QA Material Testing to be provided by the Village of Villa Park

**Contract Duration (Calendar Days)**

| | |
|---|---|
| 120 | Substantial Completion |
| 15 | Spring Plug Installation and Seeding |
| 14 | Punchlist / Final Inspection |
| **149** | **Total Calendar Days** |

| | | | | | 4 Week Period Ending | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Classification | | Rate* | DLM | Billing Rate | 7/31/22 | 8/28/22 | 9/25/22 | 10/23/22 | 11/20/22 | 12/18/22 | 1/15/23 | 2/12/23 | 3/12/23 | 4/9/23 | 5/7/23 | 6/4/23 | 7/2/23 | 7/30/23 | 8/27/23 | 9/24/23 | 10/22/23 | Total Hours | Total Costs |
| **V3 Construction Engineering** | | | | | | | | | | | | | | | | | | | | | | | |
| Division Director | Matt Powers | $82.66 | 2.850 | $235.58 | | | 1 | | | 1 | | | | | | 1 | | | | | | 3 | $718.52 |
| Sr Project Manager - CE | Chris Hoffman | $74.71 | 2.850 | $212.92 | | | 5 | 5 | 5 | 5 | | | | | | 5 | | | | | | 25 | $5,376.32 |
| Construction Technician II | Richard Reynoso | $32.16 | 2.850 | $91.66 | | | 150 | 200 | 200 | 200 | 120 | 20 | 20 | 40 | 120 | 160 | 160 | 80 | | | | 1470 | $138,033.94 |
| Engineer I | | $34.23 | 2.850 | $97.56 | | | | 40 | 40 | 40 | | | | | | 40 | 40 | | | | | 200 | $19,901.32 |
| Sr Project Manager | FEMA Reporting | $65.07 | 2.850 | $185.45 | | | | 8 | | | 8 | | | 8 | | | 8 | | | | | 32 | $6,156.92 |
| Survey Crew | | $31.28 | 2.850 | $89.15 | | | 60 | | | | | | | | | 60 | | | | | | 120 | $10,965.20 |
| | | | | | | | | | | | | | | | | | | | | | Total Projected V3 Labor: | | $181,152.23 |
| Vehicles (Day) | | | Days | $65.00 | | | 25 | 25 | 25 | 25 | 15 | 5 | 5 | 5 | 10 | 26 | 10 | | | | | 176 | $11,440.00 |
| Premium Overtime | | | Hours | $16.08 | | | 20 | 40 | 40 | 40 | | | | | | | | | | | | 140 | $2,251.20 |
| Misc Office Supplies | | | L Sum | $100.00 | | | | 1 | | | | | | | | | | | | | | 1 | $100.00 |
| | | | | | | | | | | | | | | | | | | | | | Total Projected V3 Direct Costs: | | $13,791.20 |
| | | | | | | | | | | | | | | | | | | | | | **Total Projected Cost:** | | **$194,943.43** |
| | | | | | | | | | | | | | | | | | | | | | **Alternate A - Drone Purchase Contingency** | | **$4,000.00** |
| | | | | | | | | | | | | | | | | | | | | | **Total Projected Cost plus Alternate A** | | **$198,943.43** |

*V3 rates shown here are average per classification. V3 will bill actual rates of the employee assigned to the project.

**V3 COMPANIES, LTD.**
**Payroll Rates Effective 01/01/2022**

| | Hourly Rate Range | | |
|---|---|---|---|
| **Labor Category** | **Min of Cost Rate** | **Max of Cost Rate** | **Average Hourly Rate** |
| Administration I | 14.25 | 31.09 | 22.23 |
| Administration II | 23.00 | 37.25 | 28.62 |
| Administration III | 30.00 | 61.71 | 41.16 |
| Senior Administration | 49.32 | 75.45 | 63.74 |
| Construction Administrator II | 39.52 | 39.52 | 39.52 |
| Construction Administrator III | 53.96 | 53.96 | 53.96 |
| Construction Technician II | 32.16 | 32.16 | 32.16 |
| Construction Technician III | 38.99 | 38.99 | 38.99 |
| Design Technician I | 21.60 | 21.60 | 21.60 |
| Design Technician II | 26.91 | 32.69 | 29.80 |
| Design Technician III | 32.89 | 46.10 | 40.76 |
| Director | 72.04 | 91.08 | 82.66 |
| Engineer I | 32.31 | 35.68 | 34.23 |
| Engineer II | 34.63 | 41.51 | 37.37 |
| Engineer III | 34.01 | 42.16 | 38.43 |
| Estimating Technician | 27.57 | 27.57 | 27.57 |
| Field Ecologist I | 17.49 | 18.02 | 17.75 |
| Field Ecologist II | 18.46 | 20.83 | 19.43 |
| Field Ecologist III | 22.10 | 27.54 | 24.95 |
| Operations Director | 69.88 | 69.88 | 69.88 |
| Operations Manager | 41.82 | 41.82 | 41.82 |
| Principal | 62.50 | 120.20 | 99.20 |
| Project Coordinator | 21.22 | 24.00 | 22.61 |
| Project Designer II | 29.24 | 31.52 | 30.38 |
| Project Designer III | 32.08 | 32.08 | 32.08 |
| Project Engineer I | 38.89 | 53.38 | 44.88 |
| Project Engineer II | 40.37 | 57.96 | 49.17 |
| Project Manager | 34.60 | 51.96 | 42.10 |
| Project Manager I | 31.94 | 61.20 | 48.73 |
| Project Manager II | 41.62 | 66.74 | 56.13 |
| Project Scientist I | 31.62 | 40.99 | 35.95 |
| Project Scientist II | 44.28 | 44.73 | 44.51 |
| Project Surveyor I | 25.17 | 26.99 | 26.08 |
| Project Surveyor II | 34.45 | 39.25 | 36.53 |
| Project Surveyor III | 27.70 | 47.24 | 37.47 |
| Resident Construction Manager I | 57.60 | 63.62 | 59.73 |
| Resident Construction Manager II | 59.98 | 71.25 | 66.04 |
| Resident Engineer I | 54.47 | 58.30 | 56.39 |
| Resident Engineer II | 64.43 | 73.84 | 68.22 |
| Scientist I | 26.29 | 26.29 | 26.29 |
| Scientist III | 28.84 | 37.11 | 32.98 |
| Senior Construction Technician | 41.21 | 50.34 | 46.61 |
| Senior Estimator | 66.62 | 66.62 | 66.62 |
| Senior Project Engineer | 52.92 | 55.83 | 54.45 |
| Senior Project Manager | 43.58 | 82.61 | 65.07 |
| Senior Project Manager - Constr Eng | 71.53 | 83.44 | 74.71 |
| Senior Project Manager - Trans & Mun | 67.54 | 82.76 | 75.08 |
| Superintendent | 62.96 | 62.96 | 62.96 |
| Survey Crew | 23.32 | 39.34 | 31.23 |
| Technician I | 18.86 | 20.00 | 19.43 |
| Technician I / II | 31.54 | 31.54 | 31.54 |
| Technician II | 48.57 | 48.57 | 48.57 |

**V3 COMPANIES**
**GENERAL TERMS AND CONDITIONS**

**1. CLIENT'S RESPONSIBILITIES**

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

**2. CONSULTANT'S RESPONSIBILITIES**

CONSULTANT will render engineering and/or other Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

**3. TERMS OF PAYMENT**

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

**4. SUSPENSION OF SERVICES**

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

**5. TERMINATION**

This Agreement may be terminated by either party upon fourteen (14) days written notice 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. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

**6. ATTORNEY'S FEES**

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

**7. REUSE OF DOCUMENTS**

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

**8. INSURANCE**

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

**9. DIGITAL TRANSMISSIONS.**

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

**10. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

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

**11. INDEMNIFICATION**

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

**12. WAIVER OF CONTRACT BREACH**

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

**13. LIMITATION OF LIABILITY**

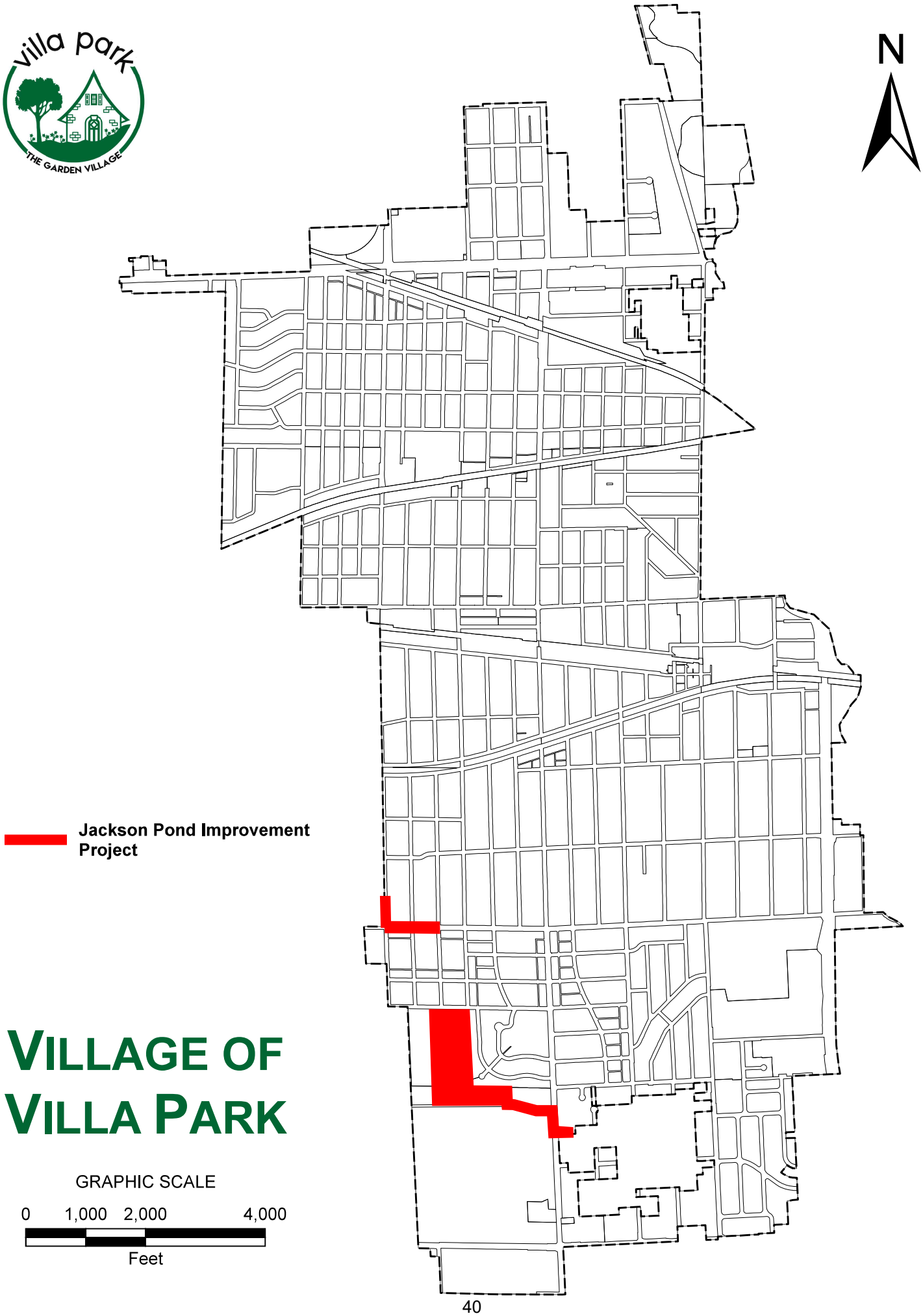
CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed $100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

**14. HAZARDOUS MATERIALS**

The Consultant, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The Owner acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

**15. CONTROLLING LAW**

This Agreement is to be governed by the law of the State of Illinois.


villa park
THE GARDEN VILLAGE
N
Jackson Pond Improvement Project
VILLAGE OF VILLA PARK
GRAPHIC SCALE
0 1,000 2,000 4,000
Feet

| VILLAGE OF VILLA PARK<br>CAPITAL IMPROVEMENT PLAN<br>2021 THROUGH 2025 | Fund(s) / Department(s):<br>Stormwater Fund<br>CDBG-DR Grant<br>FMA Grant |
|---|---|

| | |
|---|---|
| **Project Name:** | **Jackson Pond Improvement Project** |
| **Objective:** | To expand the Jackson Pond stormwater detention basin to lessen the frequency and severity of area flooding. The stormwater improvements are a portion of a larger project identified in the V3 Sugar Creek Basin Flood Control Study. |
| **Description:** | This project consists of the expansion of the Jackson Pond stormwater detention basin. The project also includes the installation of storm sewers which would be tributary to the expanded detention basin. |
| **Justification:** | The expansion of the Jackson Pond stormwater detention basin was proposed by the 2015 Sugar Creek Watershed Drainage Improvement Project Conceptual Design Report prepared by V3 Companies of Illinois. |

| Funding Source | Total Cost | Previous Years | 2021 through 2025 | Future Years |
|---|---|---|---|---|
| **Engineering / Professional Services** | | | | |
| Stormwater Fund | 534,994 | 320,194 | 214,800 | - |
| CDBG-DR Grant | - | - | - | - |
| FMA Grant | - | - | - | - |
| **Engineering Subtotals** | **534,994** | **320,194** | **214,800** | **-** |
| **Construction / Building** | | | | |
| Stormwater Fund | 3,286,740 | 1,678,740 | 1,608,000 | - |
| CDBG-DR Grant | 364,798 | 364,798 | - | - |
| FMA Grant [1] | 4,000,000 | - | 4,000,000 | - |
| **Construction Subtotals** | **7,651,537** | **2,043,537** | **5,608,000** | **-** |
| **Funding Sources Subtotals** | | | | |
| Stormwater Fund | 3,821,734 | 1,998,934 | 1,822,800 | - |
| CDBG-DR Grant | 364,798 | 364,798 | - | - |
| FMA Grant [1] | 4,000,000 | - | 4,000,000 | - |
| **PROJECT TOTALS** | **8,186,531** | **2,363,731** | **5,822,800** | **-** |

1. Project component is dependent upon securing funding

# Village Board of Trustees Agenda Item Report

**Meeting Date:** August 22, 2022
**Submitted by:** Matt Harline
**Submitting Department:** Village Manager's Office
**Item Type:** Resolutions
**Agenda Section:** Resolutions

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**Subject:**
A Resolution Approving an Intergovernmental Agreement Between the Village of Addison, the Village of Villa Park, and DuPage High School District 88 for School Resource Officer Services.

**Suggested Action:**
If passed by this Resolution, this Agreement would extend the existing agreement between Dupage High School District 88 and the Village of Villa Park for six years. This agreement provides a School Resource Officer to Willowbrook High School in exchange for payment of 60% of the cost of the SRO officer. The Village of Addison is also part of this agreement. Their officer is assigned to Addison Trail High School.

**Attachments:**
RESO - Approving and Authorizing IGA for School Resource Officer Services.docx
Dist. 88-Addison-VP SRO IGA Updated March 25th 2022 - CLEAN with MMW revisions.docx

**RESOLUTION NO. _____**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ADDISON, THE VILLAGE OF VILLA PARK, AND DUPAGE HIGH SCHOOL DISTRICT 88 FOR SCHOOL RESOURCE OFFICER SERVICES**

**WHEREAS,** the Village of Addison ("Addison"), the Village of Villa Park ("Villa Park") (collectively "Villages") and the Board of Education of DuPage High School District 88 ("District") are units of local government as defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and have found it to be in their mutual best interests to work together to provide school resource officers to the District; and,

**WHEREAS,** Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

**WHEREAS,** the Villages and the District, agree that the continuation of the School Resource Officer Program, pursuant to an intergovernmental agreement between the Villages and the District, which would place a school resource officer within certain school located in the District is in the mutual best interests of the District and the Villages.

**WHEREAS,** in the opinion of the majority of the corporate authorities of the Village of Villa Park, it is advisable, necessary and in the public interest that Villa Park enter into an Intergovernmental Agreement with Addison and the District regarding the provision of school resource officer services to schools within the District.

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

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

Section 2: That the *Intergovernmental Agreement between the Village of Addison, the Village of Villa Park, and DuPage High School District 88 for School Resource Officer Services*

("Agreement") is hereby approved in substantially the form attached hereto as Exhibit "A", and incorporated herein, and the Village President is hereby authorized to execute, and the Village Clerk to attest, same on behalf of the Village of Villa Park, with such changes therein as may be approved by the Village President and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

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

PASSED AND APPROVED THIS 22nd DAY OF AUGUST, 2022.

VILLAGE OF VILLA PARK

_____
Nick Cuzzone, Village President

ATTEST:

_____
Hosanna Korynecky, Village Clerk

ADOPTED this 22nd DAY OF AUGUST, 2022, pursuant to a roll call vote as follows:

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

Resolution No. _____

**EXHIBIT A**
**Intergovernmental Agreement between the Village of Addison, the Village of Villa Park, and DuPage High School District 88 for School Resource Officer Services**

# INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ADDISON, THE VILLAGE OF VILLA PARK, AND DUPAGE HIGH SCHOOL DISTRICT 88 FOR SCHOOL RESOURCE OFFICER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into as of_____, 2022 (the *"Effective Date")* between the Village of Addison (*"Addison"*), an Illinois municipal corporation, the Village of Villa Park (*"Villa Park"*), an Illinois municipal corporation, (collectively the *"Villages"),* and the Board of Education of DuPage High School District 88, an Illinois school district (the *"District").*

WITNESSETH:

WHEREAS, the Villages and the District are units of local government as defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.),* and have found it to be in their mutual best interests to work together to provide school resource officers to the District, as set forth hereinafter; and,

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

WHEREAS, the Villages and the District, agree that the continuation of the School Resource Officer Program as described in this Agreement is in the best interests of the District and the Villages; and

WHEREAS, the District operates schools within the territorial limits of both Addison and Villa Park and desires to have the services of a sworn police officer available who will act as a School Resource Officer (an *"SRO")* at the Addison Trail High School Campus *("ATHS")* and the Willowbrook High School Campus *("WHS")* which are administered by the District; and

WHEREAS, the Villages are willing to assign a sworn police officer to serve as an SRO at ATHS and WHS under the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, and other valuable consideration set forth in this Agreement, the receipt and sufficiency whereof are herein acknowledged, the parties hereto agree as follows:

1. Mission and Objectives. The Mission Statement and SRO Program Objectives are described in Exhibit A, attached to and by this reference incorporated into this Agreement.

2. Village of Addison to Assign SRO. The Village of Addison will assign one (1) sworn police officer to act as a SRO for ATHS under the terms of this Agreement. Upon written agreement of the Village of Addison and the District, the Village of Addison may provide additional sworn police officers to the District pursuant to the terms of this Agreement.

3. Village of Villa Park to Assign SRO. The Village of Villa Park will assign one (1) sworn police officer to act as a SRO for WHS under the terms of this Agreement. Upon written agreement of the Village of Villa Park and the District, the Village of Villa Park may provide additional sworn police officers to the District pursuant to the terms of this Agreement.

4. Term of Agreement. This Agreement shall be in full force and effect beginning on the first day of student attendance in August 2022 and ending in June 30, 2023 ("Term"), and shall remain in full force and effect thereafter for succeeding one year terms through June 2028 on the last day of student attendance ("Extended Term"), unless terminated as provided for herein.

5. Termination. Any party may terminate this Agreement at any time during the Term and any Extended Term by providing the other parties with sixty (60) days prior written notice of termination.

6. Notice. All notices desired or required to be given hereunder shall be given in writing and sent via first class mail to:

| | | |
|---|---|---|
| Village of Addison | Village of Villa Park | DuPage High School District 88 |
| Attn: Village Manager | Attn: Village Manager | Attn: Superintendent |
| Copy to: Director of Police | Copy to: Chief of Police | Copy to:Chief Financial Officer |
| 3 Friendship Plaza | 20 S. Ardmore Avenue | 2 Friendship Plaza |
| Addison, Illinois 60101 | Villa Park, Illinois 60181 | Addison, Illinois 60101 |

7. Assignment of SRO to ATHS; Hours. Beginning in August 2022 on the first day students are in attendance in the District, and continuing for each day of student attendance until the last day of student attendance in the District, a Village of Addison police officer selected by the Village as provided in this Agreement will be assigned by the Director of Police or the Director's designee (collectively the "Chief of Police") to serve as an SRO at ATHS during school days when school is in session and at after-school-hours events as agreed to between the Village of Addison and the District on a case by case basis. The hours the SRO will serve for each regular school day at ATHS are estimated to be 8.00 hours"*("Regular Hours").* Hours served longer than 8.00 Regular Hours will be deemed overtime hours *("Overtime")*. Changes to the Regular Hours will be determined jointly by the Superintendent or the Superintendent's designee (collectively the *"Superintendent")* and the Chief of Police. On days the SRO is not reporting to ATHS, the SRO will report to the Addison Police Department.

8. Assignment of SRO to WHS; Hours. Beginning in August 2022 on the first day students are in attendance in the District, and continuing for each day of student attendance until the last day of student attendance in the District, a Village of Villa Park police officer selected by the Village as provided in this Agreement will be assigned by the Chief of Police or the Chief's designee (collectively the "Chief of Police") to serve as an SRO at WHS during school days when school is in session and at after-school-hours events as agreed to between the Village of Villa Park and the District on a case by case basis. The

hours the SRO will serve for each regular school day at WHS are estimated to be 8.00 hours *("Regular Hours").* Hours served longer than 8.00 Regular Hours will be deemed overtime hours *("Overtime").* Changes to the Regular Hours will be determined jointly by the Superintendent or the Superintendent's designee (collectively the *"Superintendent")* and the Chief of Police. On days the SRO is not reporting to WHS, the SRO will report to the Villa Park Police Department.

9. Duties of SRO. The duties of the SRO will be established and assigned in accordance with the objectives set forth as the "Police Resource Officer - General Guidelines" attached to and by this reference incorporated into this Agreement as Exhibit B. The SRO also will perform other duties at ATHS or WHS consistent with the objectives set forth in Exhibit B and that are assigned by their Village's Chief of Police and the Superintendent, acting jointly. Other general standards may be determined by the parties.

10. Specialized Training. The SRO will receive specialized training to work with youth at a school site and comply with Public Act 100-0984 for SRO beginning January 1, 2021. Although the SRO will consult and coordinate with the school administration, the SRO functions as a police officer and will carry out his or her duties and responsibilities accordingly. The SRO will not act as a school disciplinarian, which is the responsibility of the school administration.

11. SRO Reporting. The SRO will report to their respective Village's Chief of Police and to the Superintendent. The Addison Police Department Chief of Police must approve any directives from ATHS officials that are contrary to Addison Police Department policy. The Villa Park Police Department Chief of Police must approve any directives from WHS officials that are contrary to Villa Park Police Department policy.

12. Issue Resolution. All issues that cannot be resolved or answered between the SRO and District officials will be submitted to the Superintendent and the SRO's Chief of Police for resolution.

13. Selection of SRO. Each Village's Chief of Police will collaborate with the Superintendent to select, assign, replace, and/or reassign the SRO. When selecting a new SRO, the Chief of Police will submit names to the Superintendent of suitable officers and their qualifications for consideration as a SRO. The Chief of Police will make the final selection of the SRO, in consultation with the Superintendent. The Chief of Police will not appoint a person as a SRO to whom the Superintendent objects for good reason. If the Chief of Police decides to reassign the SRO to the Police Department, then the Chief of Police will endeavor to provide written notice to the Superintendent not less than thirty (30) days prior to the reassignment. The notice period may be shorter in the case of exigent circumstances. The Chief of Police and the Superintendent will collaborate during the notice period about candidates to replace the reassigned SRO.

Candidates for a SRO must be in good standing with the Village and have the following qualifications: (1) certification from the Illinois Law Enforcement Training and Standards Board, (2) completion of a 40-hour basic SRO training class, (3) good oral, written, and interpersonal skills, including public speaking, (4) knowledge of and experience in matters involving cultural diversity, and (5) an affinity for young people and the ability to be calm, patient, approachable, self-directed, and collaborative. A candidate may be assigned

as the SRO without having the 40-hour basic SRO training class requirement so long as the candidate commits to completing that class promptly after the assignment.

14. Resolution of Dissatisfaction; Change in SRO. If at any time the District is dissatisfied with the performance of a SRO, then the District and the SRO's Village will meet to resolve the dissatisfaction. If the dissatisfaction cannot be resolved, then the parties will meet to discuss a replacement SRO to be appointed by the Village.

15. SRO is Village Employee. The SRO at all times will be an employee of their Village and not in any way an employee or representative of the District. Each Village has the power and authority to hire, discharge, and discipline their own SRO, in its discretion. Each Village is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. Each Village shall also maintain payroll, attendance and performance evaluation records of the SRO. The SRO shall be covered by their Village's worker's compensation insurance.

16. School District Records. The parties agree that all student, personnel, medical, and District-related business records generated by District employees or students are the property of the District. The parties agree to comply with all State of Illinois and federal laws, including without limitation the Illinois Juvenile Court Act of 1987, the Illinois School Student Records Act, the federal Family Educational Rights and Privacy Act, HIPAA, the Illinois Mental Health and Developmental Disabilities Confidentiality Act, the Illinois Personnel Records Review Act, and all rules and regulations governing the release of student, personnel, and medical records. To the extent the SRO has access to student records to perform the SRO's duties, the SRO must not divulge any of those records to any person or entity who is not a party to this Agreement without the District's consent or as permitted or required by law. The parties agree that all records generated by the SRO regarding the performance of services under this Agreement are reports of a law enforcement professional and are not student records. The confidentiality provisions of this Section 16 will continue in full force and effect regardless of the termination of this Agreement.

17. Compensation. The District will compensate each Village for the services of their SRO as follows:

(a) On or about January 15 and June 15 each year, each Village will send the District a detailed invoice for sixty percent (60%) of all employment costs incurred by the Village for the assigned SRO, including without limitation salary and benefits and overtime costs (to be paid at one hundred percent (100%) as provided in (c) below), incurred during the previous time period. The District will pay that invoice within thirty (30) days after receipt of the invoice. The District and each Village may implement a different invoice and payment schedule from time to time upon written agreement of the District and the Village.

(b) As used in this Agreement salary and benefits shall include the following:

(1) Base salary of the School Resource Officers;

(2) Contributions by the Village on account of the School Resource Officers to the Social Security and pension benefits plan for said Officers;

(3) Cost of medical insurance provided by the Village for said Officers;

(4) Cost of any dental insurance provided by the Village for said Officers;

(5) Cost of any life insurance provided by the Village for said Officers;

(6) Cost of Worker's Compensation coverage for said Officers.

(7) Cost of any Medicare insurance premiums made on account of said Officers;

(8) Cost of the uniform allowance furnished by the Village for said Officers; and

(9) Vacation and Sick Time.

Each Village will provide the District with a detailed estimate of the annual salary, fringe benefits, and other expenses of employment of the SROs for each District Fiscal Year (July 1 – June 30) by no later than the preceding June 1.

(c) Overtime. The District agrees that the cost incurred by the Village for Overtime work performed by a SRO for the District (pursuant to paragraphs (d) and (e) below) shall be reimbursed completely by the District. The District agrees and understands that this cost shall be at the rate of 1-1/2 times the hourly salary of the SRO *("Overtime Rate")*.

(d) SRO Investigations. It is recognized and acknowledged by the District that there are circumstances when the SRO becomes involved in investigations that begin while on school grounds and that result in his leaving school grounds to further the investigations, including, but not limited to: follow-up investigations at the officer's Police Department; contacting and interviewing witnesses, suspects, or victims at locations other than on school grounds; and providing in-court testimony. The District agrees that any such time away from the school grounds shall be included as part of the officer's SRO assignment. When in the judgment and discretion of the SRO and the Superintendent, the nature of the investigation that began on school grounds requires that the SRO work beyond their Regular Hours, the District agrees that the cost incurred by the Village for the Overtime work performed by the SRO shall be reimbursed completely by the District at the Overtime Rate.

(e) Hire-back rates. Any Overtime work incurred by an SRO as the result of a hire-back (i.e. special duty at an athletic event or tournament) outside the SRO's Regular Hours, shall be reimbursed completely by the District at the Overtime Rate. The Village will provide the District with said rates for each Fiscal Year (July 1 – June 30) by the preceding June 30.

(f) Each Village and the District may reconcile any invoice and payment as necessary to reflect full payment of the SRO employment costs. In addition,

if the SRO changes during the school year, then the Village will re-invoice the District based on the actual salary and benefits of the newly assigned SRO.

(g) The District may request documentation from each Village regarding the salary and benefits computation of overtime paid of the SRO.

(h) The District and the Villages will meet each year prior to June 1 regarding the compensation the District will pay to the Villages for the following school year. That amount will be memorialized in writing signed by the Village Manager or their designee and the District's Board of Education Superintendent or their designee.

(i) The District will not be responsible for compensating the Village for the services of the SRO during a temporary reassignment from the school of more than three (3) days.

18. Temporary Reassignment of SRO. The Villages may at any time temporarily reassign the SRO from their assigned District post if the Chief of Police determines there is a Police Department staffing shortage, whether because of an emergency or other circumstance and for whatever period of time. The Village will provide the District with as much advance notice of the reassignment as practicable. If the SRO is absent for any other reason, the Village will make its best efforts to provides a substitute for the SRO.

19. Insurance. Each party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than $3,000,000 per occurrence and in the aggregate. The Villages shall also keep the following insurance in force at all times during the term of this Agreement: Law Enforcement Liability Insurance, on an occurrence basis, with limits of not less than $5,000,000 per occurrence and in the aggregate; and, Workers' Compensation Coverage, including Occupational Disease and Employer's Liability Insurance, in statutory amounts and coverages as required by law, with Employer's Liability of not less than $500,000 for bodily injury by accident per accident, and not less than $500,000 per employee for bodily injury by disease. Each party may satisfy the insurance obligations under this Paragraph by utilizing excess or umbrella insurance. For the purposes of this Paragraph, insurance may be provided through a self-insured intergovernmental risk pool or agency. Each Village shall name the District's indemnitees (as defined in paragraph 20) as additional insureds on all insurance required hereunder. The District shall name the Village's indemnitees (as defined in paragraph 21) as additional insureds on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the parties waive any right of subrogation that they or any of their agents may have against any of the other party's indemnitees. If requested by a party, the other party will provide a certificate of insurance coverage.

20. Indemnification Villages to District.

A. To the fullest extent permitted by law, Villa Park agrees to indemnify, defend, and hold harmless the District and its elected officials, officers, employees, and agents, and their successors and assigns, in their individual and official

capacities (collectively the *"Indemnitees"),* from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation reasonable attorneys' fees and litigation costs, incurred by the Villa Park SRO for injuries to persons or for damage, destruction, or theft of property arising out of any activity of the Indemnitor including its elected officials, officers, employees, and agents, but only to the extent caused in whole or in part by a wrongful or negligent act or omission of the Villa Park. Nothing in this provision or in this Agreement may be applied or deemed to be a waiver of the defenses available to either party under the Illinois Local Government and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

B. To the fullest extent permitted by law, Addison agrees to indemnify, defend, and hold harmless the District and its elected officials, officers, employees, and agents, and their successors and assigns, in their individual and official capacities (collectively the "Indemnitees"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation reasonable attorneys' fees and litigation costs, incurred by the Addison SRO for injuries to persons or for damage, destruction, or theft of property arising out of any activity of the Indemnitor including its elected officials, officers, employees, and agents, but only to the extent caused in whole or in part by a wrongful or negligent act or omission of the Addison SRO. Nothing in this provision or in this Agreement may be applied or deemed to be a waiver of the defenses available to either party under the Illinois Local Government and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

21. Indemnification District to Villages. To the fullest extent permitted by law, the District agrees to indemnify, defend, and hold harmless the Villages and their elected officials, officers, employees, and agents, and their successors and assigns, in their individual and official capacities (collectively the *"Indemnitees"),* from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation reasonable attorneys' fees and litigation costs, incurred by any of the Indemnitees for injuries to persons or for damage, destruction, or theft of property arising out of any activity of the Indemnitor including its elected officials, officers, employees, and agents, but only to the extent caused in whole or in part by a wrongful or negligent act or omission of the District officials, officers, employees, or agents. Nothing in this provision or in this Agreement may be applied or deemed to be a waiver of the defenses available to either party under the Illinois Local Government and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

22. Evaluations of SRO Program. The District and the Villages will conduct an evaluation of the SRO program annually at the end of each school year and by written agreement adjust the program as appropriate.

23. Disclaimer of Relationship. Nothing contained in this Agreement, nor any act of the Villages or the District, shall be deemed or construed by any of the parties hereto or by third-persons, to create any relationship of a third-party beneficiary, principal, agent,

limited or general partnership, joint venture, or any association or relationship involving the Villages or the District respectively.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue shall only be proper in a court of competent jurisdiction located within the County of DuPage, Illinois.

25. Compliance with All Laws. The Villages and District shall at all times observe and comply with the laws, ordinances, regulations and codes of federal, state, county and other applicable government agencies, which may in any manner affect the performance of this Agreement.

26. Waiver of Breach. If any party waives a breach of any provision of this Agreement by another party, that waiver will not operate or be construed as a waiver of any subsequent breach by any party or prevent any party from enforcing such provisions.

27. Merger Clause, Amendment. This Agreement sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

IN WITNESS WHEREOF, the Villages and the District each has caused this Agreement to be signed by its duly authorized representatives as of the Effective Date.

**VILLAGE OF ADDISON**

_____

Mayor

ATTEST:

_____

Village Clerk

**VILLAGE OF VILLA PARK**

_____

Village President

ATTEST:

_____

Village Clerk

**DUPAGE HIGH SCHOOL DISTRICT NO. 88**

_____

President, Board of Education

ATTEST:

_____

Secretary, Board of Education

## EXHIBIT A

### *MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM*

*Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency*.

### POLICE DEPARTMENT SCHOOL RESOURCE OFFICER PROGRAM OBJECTIVES

1. Friendly contact between the Police Department and the community's youth.

2. Assistance and information sharing concerning problems and issues affecting the schools and students.

3. Education of children regarding the role of laws, courts, and Police in society.

4. Protection and education of children involving molestation, involvement with older law violators, and other harmful influences.

5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.

6. Prevention of crime or delinquent behavior by juveniles within the SROs' areas of assignment.

7. Effective problem solving and liaison with neighborhoods surrounding the schools, which are affected negatively by the conduct of students.

**School Resource Officers are:**

- encouraged to act and work as a school official when requested, and to work as a team with other school officials for the betterment of students and the school and neighborhood environment as a whole and encouraged to work extra-curricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection.

- to investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, and enforcement of the school code of conduct for the purpose of maintaining a safe and effective learning environment in the schools.

- expected to keep the school principal or their designee informed about law enforcement action which occurs on school property and/or which may involve a student. This, of course, will occur consistent with the laws of the State of Illinois.

- to be involved in school discipline. When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. IN ALL OTHER CASES, disciplining students is

a School District responsibility, and the SRO will take students violating the code of conduct to the principal where school discipline can be meted out.

- governed by the rules, policies, shifts, schedules, procedures and practices of the Addison and Villa Park Police Department and the Villages of Addison and Villa Park, under the supervision of an assigned Sergeant;

- police officers are not school teachers, school administrators, nor school counselors. The officers will assist teachers with classroom presentations on relative topics when requested and able. They will also work with families, individual students and other school staff members with counseling and guidance efforts when requested and appropriate.

## EXHIBIT B

SCHOOL RESOURCE OFFICER – GENERAL GUIDELINES

A. General: The School Resource Officer positions are held by sworn police officers. The purpose of the position is as follows:

1. Provide the Police Department and the Resource Officer's assigned School with a direct line of communication and resource for dealing with problems of mutual concern.
2. Provide direct assistance and counseling to the students attending ATHS and WHS.
3. Provide instruction as requested to students about drug and substance abuse, or other agreed upon curriculum.

The School Resource Officer shall maintain a delicate balance between the aspects of social service counseling and law enforcement principles. Uppermost in the School Resource Officer's mind should be the fact that youthful offenders should not be handled as criminals, but first as individuals in need of counseling.

B. Duties: The School Resource Officer's functions may vary, but generally the Officer's duties shall be as follows: The School Resource Officer shall be governed by the Police Department's Rules and Regulations and shall adhere to said Rules. In addition, the School Resource Officer shall adhere to the policies and procedures of District 88. If a conflict arises, such conflict shall be rectified through the Police Department and School District Administrative Offices.

C. Duty Hours: One School Resource Officer shall report to the assigned school on normal school days at 0730 hours. Any additional officer(s) shall report to their assigned school at the time determined by the District. The job description and assignment call for occasional attendance at extracurricular activities. Scheduling for said assignments shall be accomplished in advance, and any overtime compensation shall be paid in accordance with the Agreement between the Village and the District.

D. Position Responsibilities: The School Resource Officer shall be responsible for the proper handling of all law enforcement tasks that may occur at ATHS or WHS. The tasks shall include (but not limited to):

1. student counseling;
2. building security;
3. law enforcement;
4. reporting processing;
5. parking and traffic enforcement;
6. youth-police relations;

7. special details;

8. policy development.

E. Communications: The School Resource Officer shall inform both the school administration and the Police Department of their whereabouts, if their duties preclude their being at their assigned school in the District. The District shall obtain and maintain such radio equipment to be able to contact the SRO at any time when the SRO is in the building or school grounds

F. Duty Station: The District shall provide administrative services, basic office equipment, and office space for the School Resource Officer. The Resource Officer shall remain on school property unless his/her official duties dictate leaving same. If a School Resource Officer shall leave his/her duty station, the High School Administration shall be properly informed by radio or phone.

G. Personal Demeanor: The School Resource Officer shall, at all times, present a professional image. Business attire including Village approved attire for a police officer such as a uniform or other approved attire by the Chief of Police shall be maintained during the normal work hours. The School Resource Officer shall be an armed position.

H. Vacations: The School Resource Officer shall schedule their vacations during non-school periods.

I. Non-School Period Duty Assignments: The School Resource Officer shall report to the Police Department for duty assignments during non-school periods. Duty assignments during said periods will be made in consideration of the needs of the Police Department by the Chief of Police.

# Village Board of Trustees Agenda Item Report

**Meeting Date:** August 22, 2022
**Submitted by:** Michael Guerra
**Submitting Department:** Public Works
**Item Type:** Resolutions
**Agenda Section:** Resolutions

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**Subject:**
Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Corrective Asphalt Materials, LLC of South Roxana, Illinois, for the 2022 Pavement Rejuvenation Program in an Amount Not to Exceed $68,580.49 and to waive the bidding requirements.

**Suggested Action:**
Since the early 1990s, the Village has been utilizing a rejuvenating agent known as "Reclamite" as part of its preventative maintenance program to extend the life of asphalt roadways that have been resurfaced or reconstructed. Reclamite restores asphalt components that are lost during the pavement aging process and helps protect against the air and water intrusion into the pavement. This extends the quality of the road surface delaying the need for other costly road maintenance such as crack filling and patching. Due to the limited applicators for this type of product, the Village has historically received one bid for this work. Therefore staff is recommending to waive the bidding requirements and to award the a contract to Corrective Asphalt Materials, LLC of South Roxana, Illinois, in the amount of $68,580.49. Funds have been budgeted for this work in the Street Improvement Fund account number 60.502.02.299.

This items satisfies the Village's Strategic Long-Term Complex Goal "Continue to Use a disciplined maintenance plan and schedule for Village infrastructure."

**Attachments:**
Memo_-_Resolution_for_2022_Pavement_Rejuvenation_Program.docx
RESO - Approving Proposal of CAM - 2022 Pavement Rejuvenation Program.docx
Ex. A to RESO - CAM Proposal - 2022 Pavement Rejuvenation Program.pdf
Ex. B to RESO - Contractor's Certification - Corrective Asphalt Materials.docx
Map.png
Rejuvenation 2022 Street List.xlsx
Villa Park letter.pdf

# Memo

**To:** Matthew Harline, Village Manager

**From:** Michael Guerra, P.E., Director of Public Works

**Date:** August 18, 2022

**Re:** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Corrective Asphalt Materials, LLC of South Roxana, Illinois, for the 2022 Pavement Rejuvenation Program in an Amount Not to Exceed $68,580.49 and to waive the competitive bidding requirements.

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As part of the Village's Street Maintenance Program, the Public Works staff has prepared a selected list of streets for proposed pavement rejuvenation efforts. The proposed rejuvenation work consists of applying a petroleum-based emulsion called "Reclamite" to improve the durability, flexibility, and viscosity of asphalt pavement, resulting in extended pavement life. Roads that are selected are roadways that have been paved in the past year and other roadways that were paved approximately five years ago as the Reclimate will delay the need for other pavement maintenance such as crack filling and patching the roadway. The Village has been utilizing this method of preservation since the early 1990s. Due to the proprietary nature of "Reclamite," the proposed work is to be completed by a single contractor. Historically the Village has received one bid for the proposed work by Corrective Ashpalt Materials, LLC. Therefore staff is requesting to waive the competitive bidding requirements to avoid a costly and time-intensive bidding process for one bid. A map of proposed streets for the 2022 Pavement Rejuvenation Program is attached.

The 2022 Pavement Rejuvenation Program is budgeted as part of the Annual Street Maintenance Program in account #60.502.02.299 in the Street Improvement Fund.

**RECOMMENDATION**

Staff recommends approval of the resolution to enter into a contract with Corrective Asphalt Materials, LLC, of South Roxana, Illinois, for the 2021 Pavement Rejuvenation Program in the amount not to exceed $68,580.49 and to waive the competitive bidding requirements.

**RESOLUTION NO. _____**

**RESOLUTION APPROVING A CONTRACT WITH CORRECTIVE ASPHALT MATERIALS, LLC OF SOUTH ROXANA, ILLINOIS FOR THE 2022 PAVEMENT REJUVENATION PROGRAM IN AN AMOUNT NOT TO EXCEED $68,580.49**

**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**, it is the opinion of a majority of the corporate authorities of the Village, that it is advisable, necessary and in the public interest that the Village construct certain road preservation improvements known as the 2022 Pavement Rejuvenation Program; and

**WHEREAS,** the Village has received a proposal from Corrective Asphalt Materials, LLC ("CAM"), of Roxana, Illinois, dated August 15, 2022, for the 2022 Pavement Rejuvenation Program in an amount not to exceed Sixty Eight Thousand Five Hundred Eighty and 49/100 ($68,580.49) Dollars; and

**WHEREAS,** CAM is the sole source applicator/supplier in the State of Illinois for the pavement rejuvenator reclamite product necessary for the 2022 Pavement Rejuvenation Program:

**WHEREAS,** the Village has worked with CAM on prior roadway rejuvenation projects and historically CAM has been the only company to respond to the Village's requests for bid proposals for pavement rejuvenation projects in previous years; and

**WHEREAS,** the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the Village to waive the bidding requirements pursuant to Section 2-220 of the Village of Villa Park Municipal Code and approve the proposal submitted by CAM, dated August 15, 2022, for the furnishing and application of pavement rejuvenator reclamite to selected roadways, and other related work, for the 2022 Pavement Rejuvenation 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:** The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Resolution No.: _____

**Section 2:** That the proposal submitted by CAM dated August 15, 2022, attached hereto and made a part hereof as Exhibit A, in an amount not to exceed Sixty Eight Thousand Five Hundred Eighty and 49/100 ($68,580.49) Dollars, be and is hereby approved, and the Village Manager is hereby authorized and directed to execute the proposal on behalf of the Village, subject to CAM's execution of the Contractor Certifications attached hereto as Exhibit "B"

**Section 3:** That the competitive bidding requirements are waived in accordance with Section 2-220 of Division 2, of Article II, of Chapter 2 of the Villa Park Municipal Code.

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

PASSED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2022

_____
Village President

Attest: _____
Village Clerk

Resolution No.: _____

**EXHIBIT A**

CAM Proposal, date August 15, 2022

Resolution No.: _____

**EXHIBIT B**
Contractor Certifications

Corrective Asphalt Materials

Mailing Address:
300 Daniel Boone Trail
South Roxana, IL 62087
Phone: 618-254-3855
Fax: 618-254-2200
Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554

August 15, 2022

Kevin Mantels
Village of Villa Park
Office: (630)-834-8505
Email: kmantels@invillapark.com

Hello Kevin,

Corrective Asphalt Materials, LLC, (CAM) thanks you for the opportunity to assist the Village of Villa Park in their road preservation program. Please accept the following as our formal proposal to apply Reclamite Maltene Based Rejuvenating Agent to selected asphalt pavement.

- **Apply Reclamite to approximately 66,583 SY of selected asphalt pavement**
- **CAM's responsibilities:**
  - **Furnish and apply Reclamite**
  - **Furnish and apply all lime screenings**
  - **All traffic control related to project**
  - **Resident Notification and No Parking signs as necessary**
  - **Post Street sweeping**
  - **Handle any complaints or issues that may arise from application**
- **Unit Price: $1.03 / SY  Total Price $68,580.49**

**Mike Sumrall, Operations Manager will be contacting you to schedule the project.**
**Info: mike@cammidwest.com, Cell: 630-465-4142**

**Billing Information (please fill out upon acceptance)**

Name: _____ Address: _____

Phone Number: _____ _____

Again, thank you for the opportunity. We look forward to providing our professional services.

Sincerely,

Rachel Lang
Business Development
Corrective Asphalt Materials, LLC

Mike Sumrall
Operations Manager
Corrective Asphalt Materials, LLC

APPROVED BY:

_____

Sign Date

# CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by Corrective Asphalt Materials, LLC, ("Contractor") are each a material representation of fact upon which reliance is placed by the Village of Villa Park in entering into the agreement with the Contractor. The Village of Villa Park may terminate the agreement if it is later determined that the Contractor rendered a false or erroneous assurance.

I, _____, hereby certify that I am the _____ of Corrective Asphalt Materials, LLC, and as such hereby represent and warrant to the Village of Villa Park, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);

3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the Village of Villa Park, as a condition of any agreement with the Village of Villa Park, Illinois, that the Contractor is under no legal prohibition on contracting with the Village of Villa Park, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;

2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq*.) by:

A. Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition;

(3) Notifying the employee that, as a condition of employment in this Contract, the employee will:

a. Abide by the terms of the statement;

b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

B. Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation and employee assistance program; and

(4) The penalties that may be imposed upon employees for drug violations;

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

D. Notifying the Village of Villa Park within ten (10) days after receiving notice under paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. No Village of Villa Park officer, spouse or dependent child of a Village of Villa Park officer, agent on behalf of any Village of Villa Park officer or trust in which a Village of Villa Park officer, the spouse or dependent child of a Village of Villa Park officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, no Village of Villa Park officer, spouse or dependent child of a Village of Villa Park officer, agent on behalf of any Village of Villa Park officer or trust in which a Village of Villa Park officer, the spouse or dependent child of a Village of Villa Park officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village of Villa Park officer, spouse or dependent child of a Village of Villa Park officer, agent on behalf of any Village of Villa Park officer or trust in which a Village of Villa Park officer, the spouse or dependent child of a Village of Villa Park officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the Village of Villa Park in writing the name(s) of the holder of such interest.

4. No officer or employee of Village of Villa Park has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor.

5. The Contractor has not given to any officer or employee of Village of Villa Park any gratuity, discount, entertainment, hospitality, loan, forbearance or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224); and it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and the Contractor and its principals, shareholders, members, partners or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the Village of Villa Park in writing within seven (7) days.

Dated: _____, 2022

Contractor: Corrective Asphalt Materials, LLC

By: _____

_____

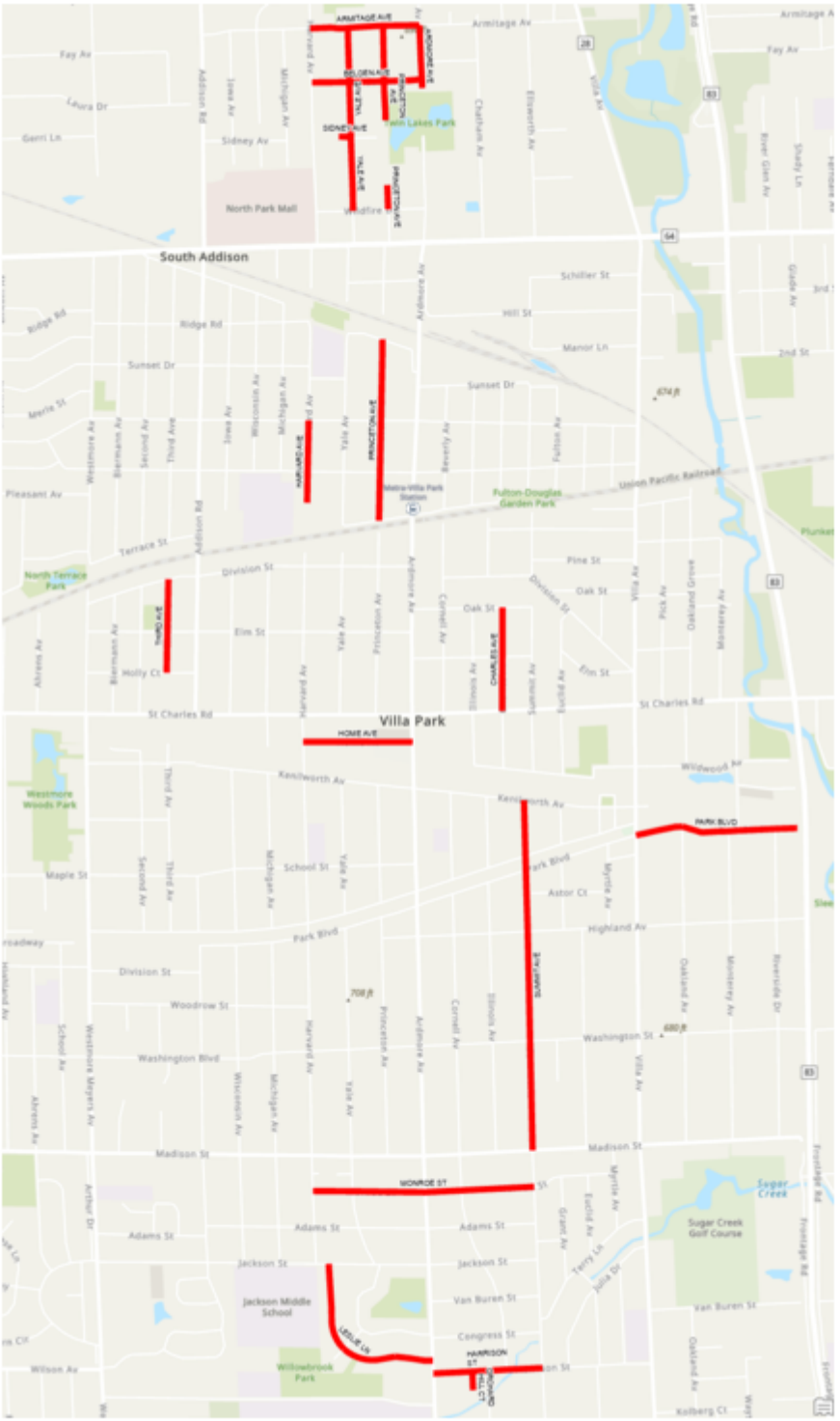
Title: _____

STATE OF ILLINOIS )
) *ss.*
COUNTY OF _____ )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____, known to me to be the _____ of Corrective Asphalt Materials, LLC, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed and as the authorized free act and deed of Corrective Asphalt Materials, LLC.

Dated: _____, 2022

_____
Notary Public


ARMITAGE AVE
GOLDEN AVE
SIDNEY AVE
PRINCETON AVE
HARVARD AVE
THIRD AVE
CHARLES AVE
HOME AVE
PARK BLVD
SUMMIT AVE
MONROE ST
LESLIE LN
HARRISON ST
South Addison
Villa Park
North Park Mall
Twin Lakes Park
Jackson Middle School
Willowbrook Park
Sugar Creek Golf Course
Fulton-Douglas Garden Park
North Terrace Park
Westmore Woods Park
Union Pacific Railroad
Armitage Ave
Fay Ave
Sidney Av
Ridge Rd
Sunset Dr
Schiller St
Hill St
Manor Ln
Pleasant Av
Terrace St
Division St
Elm St
Oak St
Pine St
St Charles Rd
Kenilworth Av
Wilsworth Av
Maple St
School St
Park Blvd
Astor Ct
Highland Av
Woodrow St
Washington Blvd
Madison St
Adams St
Jackson St
Van Buren St
Congress St
Wilson Av
Kolberg Ct
Addison Rd
Ardmore Av
Villa Av
Oakland Ave
Monterey Av
Riverside Dr
Frontage Rd
Myrtle Av
Grant Av
Euclid Av
Summit Av
Illinois Av
Cornell Av
Princeton Av
Harvard Av
Yale Av
Michigan Av
Wisconsin Av
Iowa Av
Second Av
Third Ave
Westmore Meyers Av
Abrams Av
Bierman Av
Laura Dr
Gerri Ln
Sidney Av
Chatham Av
Ellsworth Av
River Glen Av
Shady Ln
Hillcrest Av
Grace Av
2nd St
3rd
Beverly Av
Fulton Av
Pick Av
Oakland Grove
Monterey Av
Oak St
Division St
Pine St
Elm St
Holly Ct
Terrace St
Pleasant Av
Ridge Rd
Meyrle St
Sunset Dr
Fay Av
Armitage Av
674 ft
708 ft
680 ft
28
64
83
83
83

| STREET | FROM | TO | LENGTH (FT) | WIDTH (FT) |
|---|---|---|---|---|
| ARDMORE AVE | ARMITAGE AVE | FAY AVE | 449 | 19.4 |
| ARDMORE AVE | FAY AVE | SOUTH END | 319 | 19.4 |
| ARMITAGE AVE | HARVARD AVE | YALE AVE | 458 | 11.0 |
| ARMITAGE AVE | YALE AVE | PRINCETON AVE | 432 | 22.0 |
| ARMITAGE AVE | PRINCETON AVE | ARDMORE AVE | 443 | 22.0 |
| BELDEN AVE | HARVARD AVE | YALE AVE | 456 | 20.0 |
| BELDEN AVE | YALE AVE | PRINCETON AVE | 424 | 20.0 |
| BELDEN AVE | PRINCETON AVE | ARDMORE AVE | 465 | 20.0 |
| CHARLES AVE | OAK ST | ELM ST | 601 | 24.0 |
| CHARLES AVE | ELM ST | ST CHARLES RD | 660 | 24.0 |
| HARRISON ST | SUMMIT AVE | CORNELL AVE | 441 | 24.0 |
| HARRISON ST | CORNELL AVE | ORCHARD HILL CT | 416 | 24.0 |
| HARRISON ST | ORCHARD HILL CT | ARDMORE AVE | 476 | 24.0 |
| HARVARD AVE | PLYMOUTH ST | VERMONT ST | 624 | 26.0 |
| HARVARD AVE | VERMONT ST | SOUTH END | 382 | 26.0 |
| HOME AVE | ARDMORE AVE | 660 FT | 660 | 24.0 |
| HOME AVE | 660 FT | HARVARD AVE | 674 | 24.0 |
| LESLIE LN | JACKSON ST | 660 FT | 660 | 14.6 |
| LESLIE LN | 660 FT | WILLOWCREST DR | 419 | 14.6 |
| LESLIE LN | WILLOWCREST DR | 660 FT | 660 | 14.6 |
| LESLIE LN | 660 FT | ARDMORE AVE | 466 | 14.6 |
| MONROE ST | HARVARD AVE | YALE AVE | 485 | 24.0 |
| MONROE ST | YALE AVE | 660 FT | 660 | 24.0 |
| MONROE ST | 660 FT | ARDMORE AVE | 221 | 24.0 |
| MONROE ST | ARDMORE AVE | CORNELL AVE | 443 | 24.0 |
| MONROE ST | CORNELL AVE | 660 FT | 660 | 24.0 |
| MONROE ST | 660 FT | SUMMIT AVE | 227 | 24.0 |
| ORCHARD HILL CT | HARRISON ST | SOUTH END | 227 | 20.0 |
| PARK BLVD | VILLA AVE | OAKLAND AVE | 576 | 24.0 |
| PARK BLVD | OAKLAND AVE | MONTEREY AVE | 577 | 24.0 |
| PARK BLVD | MONTEREY AVE | MONTEREY AVE | 109 | 24.0 |
| PARK BLVD | MONTEREY AVE | RIVERSIDE DR | 457 | 24.0 |
| PARK BLVD | RIVERSIDE DR | EAST END | 269 | 24.0 |
| PRINCETON AVE | WILDFIRE DR | NORTH END | 298 | 22.0 |
| PRINCETON AVE | ARMITAGE AVE | BELDEN AVE | 677 | 18.0 |
| PRINCETON AVE | BELDEN AVE | SOUTH END | 477 | 20.0 |
| PRINCETON AVE | RIDGE RD | 660 FT | 660 | 26.0 |
| PRINCETON AVE | 660 FT | PLYMOUTH ST | 329 | 26.0 |
| PRINCETON AVE | PLYMOUTH ST | VERMONT ST | 632 | 26.0 |
| PRINCETON AVE | VERMONT ST | TERRACE ST | 589 | 26.0 |
| SIDNEY AVE | YALE AVE | WEST END | 147 | 11.0 |
| SUMMIT AVE | KENILWORTH AVE | CENTRAL BLVD | 679 | 24.0 |
| SUMMIT AVE | CENTRAL BLVD | PARK BLVD | 173 | 24.0 |
| SUMMIT AVE | PARK BLVD | ASTOR CT | 281 | 24.0 |
| SUMMIT AVE | ASTOR CT | HIGHLAND AVE | 469 | 24.0 |
| SUMMIT AVE | HIGHLAND AVE | 660 FT | 660 | 24.0 |
| SUMMIT AVE | 660 FT | WASHINGTON BLVD | 673 | 24.0 |
| SUMMIT AVE | WASHINGTON BLVD | 660 FT | 660 | 24.0 |
| SUMMIT AVE | 660 FT | MADISON ST | 675 | 24.0 |
| THIRD AVE | DIVISION ST | ELM ST | 641 | 23.0 |
| THIRD AVE | ELM ST | HOLLY CT | 500 | 23.0 |
| YALE AVE | ARMITAGE AVE | BELDEN AVE | 659 | 21.2 |
| YALE AVE | BELDEN AVE | SIDNEY AVE | 667 | 21.2 |
| YALE AVE | SIDNEY AVE | 660 FT | 660 | 21.2 |

| | | | | |
|---|---|---|---|---|
| YALE AVE | 660 FT | WILDFIRE DR | 246 | 21.2 |
| **TOTALS** | | | **26,948** | |

| AREA (SQ FT) | AREA (SQ YD) |
|---|---|
| 8,711 | 968 |
| 6,189 | 688 |
| 5,038 | 560 |
| 9,504 | 1,056 |
| 9,746 | 1,083 |
| 9,120 | 1,014 |
| 8,480 | 943 |
| 9,300 | 1,034 |
| 14,424 | 1,603 |
| 15,840 | 1,760 |
| 10,584 | 1,176 |
| 9,984 | 1,110 |
| 11,424 | 1,270 |
| 16,224 | 1,803 |
| 9,932 | 1,104 |
| 15,840 | 1,760 |
| 16,176 | 1,798 |
| 9,636 | 1,071 |
| 6,118 | 680 |
| 9,636 | 1,071 |
| 6,804 | 756 |
| 11,640 | 1,294 |
| 15,840 | 1,760 |
| 5,304 | 590 |
| 10,632 | 1,182 |
| 15,840 | 1,760 |
| 5,448 | 606 |
| 4,540 | 505 |
| 13,824 | 1,536 |
| 13,848 | 1,539 |
| 2,616 | 291 |
| 10,968 | 1,219 |
| 6,456 | 718 |
| 6,556 | 729 |
| 12,186 | 1,354 |
| 9,540 | 1,060 |
| 17,160 | 1,907 |
| 8,554 | 951 |
| 16,432 | 1,826 |
| 15,314 | 1,702 |
| 1,617 | 180 |
| 16,296 | 1,811 |
| 4,152 | 462 |
| 6,744 | 750 |
| 11,256 | 1,251 |
| 15,840 | 1,760 |
| 16,152 | 1,795 |
| 15,840 | 1,760 |
| 16,200 | 1,800 |
| 14,743 | 1,639 |
| 11,500 | 1,278 |
| 13,971 | 1,553 |
| 14,141 | 1,572 |
| 13,992 | 1,555 |

| | |
|---|---|
| 5,216 | 580 |
| **599,068** | **66,583** |

TRICOR REFINING, LLC
Producers of GOLDEN BEAR PRESERVATION PRODUCTS
1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388 Phone
661.337.9979 - Email: jimb@tricorrefining.com

July 28, 2022

**Kevin L. Mantels, P.E.**
**Village of Villa Park**
**20 S Ardmore Ave.**
**Villa Park, IL 60181**
**630-834-8500**

RE: Sole Source Applicator for CRF® Restorative Seal and Reclamite® Preservative Seal

Corrective Asphalt Materials
P.O. Box 87129
South Roxana, IL 62087

This letter confirms that TRICOR Refining, LLC has appointed Corrective Asphalt Materials, South Roxana, Illinois to market and apply CRF® Restorative Seal and Reclamite® Preservative Seal as the sole source supplier/applicator in the State of Illinois. Corrective Asphalt Materials has the necessary equipment and product familiarity to provide a successful application. Corrective Asphalt Materials has a very successful track record in the state of Illinois applying Restorative Seal/ Rejuvenating applications.

TRICOR Refining, LLC – Preservative Seals are the only maltene based asphalt rejuvenator marketed nationally with a 50 plus year history of product use.

Please feel free to contact me if you have any questions.

Yours truly,

Brett Towns

Brett Towns
Marketing Manager
TRICOR Refining, LLC
Producers of Golden Bear Preservation Products
Cellular: 530-491-8251
Email: brettt@tricorrefining.com