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.**

Board of Trustees

Next ORD No. 4355
Next RESO No. 23-55

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

Village Board of Trustees

August 14, 2023 **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. Public Comments on Agenda Items

4. Amendments to the Agenda

5. Presentation

5.a Presentation by Representative Blair Sherlock on Legislative Updates.

6. Consent Agenda

6.a Bill Listing for the Weeks of July 24 and 31 and August 7, 2023 in the Total Amount of $1,201,229.71.
2023-0724 CY23 Weekly Chk Report.pdf
2023-0731 CY23 Weekly Chk Report.pdf
2023-0807 CY23 Weekly Chk Report.pdf

6.b Minutes from the Board of Trustees Meeting on July 24, 2023.

Minutes Village Board of Trustees on July 24 2023.docx

6.c Minutes from Coffee with the Board Meeting on August 5, 2023

Minutes Coffee with Board August 5 2023- finalized 2.pdf

7. Ordinances

7.a Ordinance Authorizing a Variation for a minimum side yard setback of 4' instead of 6' located at 613 S Cornell Ave

The Petitioner/Property Owner, Michael McCarthy, is seeking approval of a Variation for a side yard setback of 4’ instead of the required 6’ from Table 2-3 of Article 2, Section 2.3. – Lot and Building Regulations of the Zoning Ordinance located at 613 S Cornell Ave.
Board Memo - 613 S Cornell Ave - Variation.pdf
Villa Park Ordinance Authorizing Variation for 613 S. Cornell.docx
PZ-23-08 - Plat of Survey and Elevations - 613 S Cornell Ave Variation.pdf
PZ-23-08 Minutes 7-13-23.pdf

7.b Ordinance Authorizing Variations to increase the allowable maximum building height to 30’, where the maximum allowed height is 28’ and to allow the minimum front yard setback to be reduced to 21’, where the minimum allowed is 30’ located at 230 N Second Ave.

The Petitioner, Stephen Flint of Flint Architects, is seeking approval for two Variations from Article 2, Section 2.3. – Lot and Building Regulations of the Zoning Ordinance. The first Variation request is to increase the allowable maximum building height to 30’, where the maximum allowed height is 28’. The second Variation request is to allow the minimum front yard setback to be reduced to 21’, where 30’ is required.
Board Memo - 230 N Second Ave - Variations.pdf
Villa Park Ordinance Authorizing Variations for 230 N. Second Avenue.docx
PZ-23-06 - Plat of Survey and Renderings - 230 N Second Ave Variations.pdf
PZ-23-06 Minutes 7-13-23.pdf

7.c A Ordinance Extending the Expiration of Variations for 27 W Park Blvd

An Ordinance for Variations is valid for 1 year unless the project has begun construction or an extension is granted by the Village Board. This Ordinance will extend the expiration of Ordinances 4297, 4298, 4299, and 4300 from August 22, 2023 to August 22, 2024.
Board Memo - 27 W Park Blvd - Extension to Variations.pdf
Villa Park Ordinance Granting Extension for Variations - 27 W. Park Boulevard.doc
4298.pdf
4299.pdf
4300.pdf
4301.pdf

8. Resolutions

8.a A Resolution to Approve and Authorize the Execution of a Professional Engineering Services Agreement by and between RJN Group, Inc. and the Village

of Villa Park for the 2022 Sanitary Sewer Master Plan Preparation in an Amount not to exceed $156,490.00

The Village with assistance from RJN created a Sanitary Sewer Master Plan to recommend improvements to the Villages sanitary sewers in 2008. The Village has implemented several of the recommendations, made other necessary repairs to the system, and created a long-term plan to separate the combined sanitary/stormwater sewers. This proposed agreement is the continuation and completion of the update to the Sanitary Sewer Master Plan that was started last year and will finalize the plan. The agreement was budgeted in the FY23 Budget and will utilize the Wastewater Enterprise Fund account 83.502.02.292 Engineering Services. Staff recommends the approval of this agreement.

This item satisfies the Strategic Long Term Complex Goal "Continue to use a disciplined maintenance plan and schedule for Village infrastructure."
Memo_-
_Resolution_Authorizing_Agreement_with_RJN_Group_for_the_2023_Sanitary_S
Resolution_Authorizing_and_Approving_a_Professional_Engineering_Services_A
_2023_Sanitary_Sewer_Master_P.docx
Villa Park Agreement with RJN Group 2023.docx
Attachment A - RJN Proposal for 2023 Master Plan - July 2023 (002).pdf

8.b A Resolution of the Village of Villa Park, DuPage County, Illinois Authorizing the Village President to Execute a Parking Easement Agreement with Hawthorneworld Villa Park LP

The Hawthorne Development Corporation, Inc. of Burr Ridge, Illinois (Hawthorne) is in breach of our Redevelopment Agreement (RDA) including failure to deed the property back for 403, 407 and 409 N. Beverly Ave., Villa Park, Illinois 60181-211. While the easement is not the final resolution of that section of the RDA, it is an effective method of providing access use to the Village in the interim. By approving the easement, the Village gains full legal access to the site without being additionally bound or disadvantaged. Staff had agreed to update the zoning letter to say that the RDA was under negotiation if Hawthorne gave the Village this easement. Staff has reviewed and redlined the first draft of the RDA and will have copies to Hawthorne and the Board soon. All ancillary documents to the Easement Agreement are signed and attached. Staff recommends approval of the Resolution.

This item satisfies Item Long-term Complex Goal #6: Foster the completion of a successful redevelopment of the entire TOD area.
BOT_Memo_RES-Authorizing Agrmt w Hawthroneworld for Easement.pdf
Resolution Approving and Authorizing Execution of a Parking Easement Agreement - Hawthorneworld Villa Park and The Village of Villa Park.docx
Exhibit B Parking Easement Agreement-Hawthorne June 2023.pdf
Exhibit B1 Mortgagee_Consent-Vaster.pdf
Exhibit B2 Mortgagee Consent - Signed City Nat'l Bank of FL.pdf

8.c Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Joint Funding Agreement for Construction Work with the State of Illinois Department of

Transportation for the Construction of the Tri-Trail Connector Project and Appropriating Funds for Project Costs

The Tri-Trail Connector Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project has been bid and is ready to proceed to construction. The total estimated cost of construction and construction engineering is $841,522.00. The Village expects to receive approximately 80% federal funding, with a maximum federal share of $653,360.00. The proposed Joint Funding Agreement with IDOT is required in order to proceed with construction of the project. The estimated cost of the Village's share of construction and construction engineering is $188,162.00; however, per the proposed agreement, the Village must pay for construction engineering costs directly and seek reimbursement from IDOT. For this reason, the total amount required to be appropriated is $273,362.00. Funds for project costs would be taken from the Street Improvement (Capital) Fund.

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 Funding Agreement
Resolution Authorizing Local Public Agency Joint Funding Agreement with IDOT for Construction Work - Tri-Trail Connector Project.docx
Local Public Agency Joint Funding Agreement - Tri-Trail Connector Project
Tri-Trail CIP Listing

8.d Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Civiltech Engineering, Inc., of Itasca, Illinois, for Construction Engineering of the Tri-Trail Connector Project in an Amount not to Exceed $106,177.00

The Tri-Trail Connector Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project has been bid and is ready to proceed to construction. Staff completed a consultant Qualifications Based Selection (QBS) process for this project, and Civiltech Engineering, Inc., of Itasca, Illinois, was selected to perform these services. Staff recommends approval of an engineering services agreement with Civiltech Engineering, Inc., of Itasca, Illinois, for construction engineering of the Tri-Trail Connector Project in an amount not to exceed $106,177.00. Funds for these costs would be taken from the Street Improvement (Capital) Fund account number 60.502.10.292. The Village would be responsible for paying for eligible engineering costs and seeking reimbursement of the federal share from IDOT.

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 Construction Engineering Agreement
RESO - Tri-Trail Construction Engineering Agreement
Exhibit A - Tri-Trail Construction Engineering Agreement

9. Public Comments on Non-Agenda Items

10. New Business

10.a Review Strategic Planning Proposals

Four proposals have been submitted to update the Strategic Plan. The last Strategic Plan was updated in 2019 which largely followed the process in the 2014 Plan. Since then, the Village has made progress on several of the goals, and some have become obsolete (building a hotel in place of the Odeum). The fact that it has been four years and only two of seven members of the Board of Trustees participated in the process argues for updating the plan. At this point this is just informational. I will give all the Board members access to all the proposals and bring back a proposed agreement on August 28.

BoT_Memo-NB-Strategic_Planning (5).docx
Villa Park Strategic Plan Report Final Transmittal 3.12.20_1.pdf
Final VO Villa Park Strategic Plan Summary Report 2013 Process_20140327112608261l.pdf
Strategic Plan 2019 - 20-Appendix.pdf

11. Old Business

12. Village Clerk's Report

13. Village Trustees' Report

14. Village President's Report

15. Village Manager's Report

16. Executive Session

16.a Pursuant to 5ILCS 120/2: (c)(1) regarding the "appointment, employment, compensation, discipline, performance or dismissal of specific employees"; and (c)(11) regarding litigation, when action against, affecting or on behalf of the Village has been filed and is pending before a court or when the Village finds that an action is probable or imminent.

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.

Agenda Item No: 5.a

Village Board of Trustees Agenda Item Report

Meeting Date: August 14, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section: Presentation

Subject:
Presentation by Representative Blair Sherlock on Legislative Updates.

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: August 14, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Bill Listing
Agenda Section: Consent Agenda

Subject:
Bill Listing for the Weeks of July 24 and 31 and August 7, 2023 in the Total Amount of $1,201,229.71.

Suggested Action:

Attachments:
2023-0724 CY23 Weekly Chk Report.pdf
2023-0731 CY23 Weekly Chk Report.pdf
2023-0807 CY23 Weekly Chk Report.pdf

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on August 14, 2023

Covering weekly check runs dated for:

July 24, 2023/CY23 ..... $407,332.47

1 of 1

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0724"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.210508 ESCROW: P. W. PROJECTS							
13803	WHITE, DANIEL	Permit PRUU20220	0	BOND REIMBURSEMENT PRUU202201871	1,200.00	.00	
Total 10.210508 ESCROW: P. W. PROJECTS:					1,200.00	.00	
10.231145 P&Z DEPOSIT: MISCELLANEOUS							
13618	DOERING, LINDA	2448	0	PZ-23-02 MINUTES	994.00	.00	
5654	PADDOCK PUBLICATIONS	256960	0	PUBLIC NOTICE PZ-23-08	142.60	.00	
5654	PADDOCK PUBLICATIONS	256960	0	PUBLIC NOTICE PZ-23-06	142.60	.00	
Total 10.231145 P&Z DEPOSIT: MISCELLANEOUS:					1,279.20	.00	
Total :					2,479.20	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.212 LEGAL SERVICES-POLICE							
13073	OTTOSEN DINOLFO	156013	0	JUNE HEARING COURT	1,410.00	.00	
13073	OTTOSEN DINOLFO	156712	0	HEARING COURT JUNE 16, 2023	748.00	.00	
Total 10.511.00.212 LEGAL SERVICES-POLICE:					2,158.00	.00	
10.511.00.655 PLANNING & ZONING COMMISSION							
13618	DOERING, LINDA	2448	0	P&Z MINUTES AND DISCUSSION	361.00	.00	
Total 10.511.00.655 PLANNING & ZONING COMMISSION:					361.00	.00	
10.511.00.667 COMMUNITY F.U.N. COMMISSION							
13476	DIEDERICH, ELIZA	07142023	0	KITES & KICKS EVENT REIMBURSEMENT	66.50	.00	
Total 10.511.00.667 COMMUNITY F.U.N. COMMISSION:					66.50	.00	
Total PUBLIC AFFAIRS:					2,585.50	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.00.299 OTHER CONTRACTUAL SERVICES							
12951	COMCAST INTERNET	177950557 7/23	0	INTERNET SERVICE; 7/15-8/14/23	2,655.14	.00	
Total 10.512.00.299 OTHER CONTRACTUAL SERVICES:					2,655.14	.00	
Total MANAGER:					2,655.14	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.299 OTHER CONTRACTUAL SERVICES							
12029	GOVTEMPSUSA LLC	4216125	0	CONTRACTED FINANCE DIRECTOR; 7/2 & 7/9/23	7,840.00	.00	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:					7,840.00	.00	
10.513.00.317 OFFICE SUPPLIES							
12186	SAFECHECKS	0543920	0	ACCT PAYABLE CHECK STOCK	526.96	.00	
Total 10.513.00.317 OFFICE SUPPLIES:					526.96	.00	
Total FINANCE:					8,366.96	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.289 INSPECTORS FEES							
4659	ELEVATOR INSPECTION SVC CO INC	117090	0	2023 ELEVATOR INSPECTIONS	75.00	.00	
Total 10.514.00.289 INSPECTORS FEES:					75.00	.00	
Total COMMUNITY DEVELOPMENT:					75.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.210 TELEPHONE							
12256	PEERLESS NETWORK	28503 8/23	0	PHONE SERVICE; 7/15-8/14/23	1,017.35	.00	
Total 10.515.00.210 TELEPHONE:					1,017.35	.00	
10.515.00.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	I00838999	0	COPIERS/PRINTERS LEASE; 8/5/23-9/4/23	2,492.66	.00	
Total 10.515.00.270 MAINT OF OFFICE EQUIPMENT:					2,492.66	.00	
Total CENTRAL SERVICES:					3,510.01	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.220 UTILITY - GAS							
765	NICOR GAS	00-93-47-2022 8 6/2	0	100 S VILLA ;6/6-7/6/23	49.82	.00	
765	NICOR GAS	39-44-49-5900 9 6/2	0	MUSEUM;6/6-7/6/23	53.52	.00	
765	NICOR GAS	70-22-77-0234 0 6/2	0	POLICE STN;6/6-7/6/23	392.67	.00	
Total 10.516.00.220 UTILITY - GAS:					496.01	.00	
Total BUILDINGS & GROUNDS:					496.01	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.220 UTILITY - GAS							
765	NICOR GAS	10-44-81-1000 6 6/2	0	METRA STATION;6/6-7/6/23	53.52	.00	
Total 10.517.00.220 UTILITY - GAS:					53.52	.00	
Total COMMUTER PARKING LOT:					53.52	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.263 POST RETIREMENT BENEFITS							
1877	BREGMAN, MARC	JUL 2023	0	POST RETIREMENT BENEFIT; JUL 2023	125.00	.00	
676	MCNAMARA, JAMES J	JUL 2023	0	POST RETIREMENT BENEFIT; JUL 2023	125.00	.00	
1713	SUBJECT, DAVID	JUL 2023	0	POST RETIREMENT BENEFIT; JUL 2023	125.00	.00	
1134	ZORICH, EDWARD	JUL 2023	0	POST RETIREMENT BENEFIT; JUL 2023	125.00	.00	
Total 10.520.01.263 POST RETIREMENT BENEFITS:					500.00	.00	
Total POLICE:					500.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.263 POST RETIREMENT BENEFITS							
6520	BLASKOVICH, ERIC	JUL 2023	0	POST RETIREMENT BENEFIT; JUL 2023	125.00	.00	
6085	SPARGER, JEFFREY	JUL 2023	0	POST RETIREMENT BENEFIT; JUL 2023	125.00	.00	
4899	VICELLI, LOUIS	JUL 2023	0	POST RETIREMENT BENEFIT; JUL 2023	125.00	.00	
Total 10.521.01.263 POST RETIREMENT BENEFITS:					375.00	.00	
10.521.01.280 DUCOMM							
305	DU-COMM	18619	0	FACILITY LEASE 08.01.23-10.31.23	908.33	.00	
Total 10.521.01.280 DUCOMM:					908.33	.00	
10.521.01.314 JANITORIAL SUPPLIES							
6334	STATE INDUSTRIAL PRODUCTS	902881819	0	MORNING FRESH NDC	581.68	.00	
6334	STATE INDUSTRIAL PRODUCTS	902896858	0	DRAIN MAINT. PROG.	154.97	.00	
6334	STATE INDUSTRIAL PRODUCTS	902969060	0	ST82 DRAIN MAINT. PROG.	154.97	.00	
Total 10.521.01.314 JANITORIAL SUPPLIES:					891.62	.00	
10.521.01.315 BUILDING MAINT SUPPLIES							
21	ADDISON ENGRAVING INC	98150	0	NAMEPLATES - STAFF	70.00	.00	
11329	LYONS, STEVE	S1738YC3	0	WOOD FOR FRAME PROJECT	29.94	.00	
Total 10.521.01.315 BUILDING MAINT SUPPLIES:					99.94	.00	
10.521.22.399 OTHER SUPPLIES							
13666	RESCUE DIRECT	881439	0	12 MM DELTA LINK	20.99	.00	
Total 10.521.22.399 OTHER SUPPLIES:					20.99	.00	
Total FIRE:					2,295.88	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.280 DUCOMM							
305	DU-COMM	18663	0	QUARTERLY SHARES 08.01.23-10.31.23	23,215.45	.00	
Total 10.523.02.280 DUCOMM:					23,215.45	.00	
10.523.02.299 OTHER CONTRACTUAL SERVICES							
1825	GOOD SAMARITAN EMSS	7/1/2023	0	ANNUAL EMS ADMIN FEE	1,260.00	.00	
Total 10.523.02.299 OTHER CONTRACTUAL SERVICES:					1,260.00	.00	
Total AMBULANCE/PARAMEDIC:					24,475.45	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.524.02.299 OTHER CONTRACTUAL SERVICES							
13205	KUUSAKOSKI US LLC	REISSUE-A11158	0	SPRING SWEEP	1,095.99	.00	
13205	KUUSAKOSKI US LLC	REISSUE-A-11159	0	SPRING SWEEP	1,415.98	.00	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:					2,511.97	.00	
Total GARBAGE:					2,511.97	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	I00838999	0	COPIERS/PRINTERS LEASE; 8/5/23-9/4/23	170.73	.00	
Total 10.525.01.270 MAINT OF OFFICE EQUIPMENT:					170.73	.00	
10.525.25.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3017246055 6/202	0	1 S CENTRAL LITE RT/25; 5/8-6/7/23	23.78	.00	
13411	AEP ENERGY	3017246066 6/202	0	0 E WISCONSIN AVE; 5/16-6/15/23	8,161.27	.00	
13411	AEP ENERGY	3017246077 6/202	0	118 S VILLA AVE; 5/8-6/7/23	38.75	.00	
Total 10.525.25.219 UTILITY - ELECTRIC:					8,223.80	.00	
10.525.27.342 ASPHALT MIX							
5310	ARROW ROAD CONSTRUCTION CO	36487	0	2.61 TONS BINDER, 8.0 TONS N50 HMA SURFACE	687.38	.00	
Total 10.525.27.342 ASPHALT MIX:					687.38	.00	
Total STREET:					9,081.91	.00	
Total CORPORATE FUND:					59,086.55	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
28.502.01.299 OTHER CONTRACTUAL SERVICES							
9855	TESKA ASSOCIATES INC	13364	0	NEW TIF RESEARCH	845.00	.00	
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:					845.00	.00	
Total GENERAL:					845.00	.00	
Total TIF 4 FUND - ST. CHARLES RD:					845.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.44401 SUMMER PROGRAM REVENUE							
13804	GRATHMAN, ALANA	163607	0	ADVENTURE CAMP CANCELLATION	163.00	.00	
Total 35.44401 SUMMER PROGRAM REVENUE:					163.00	.00	
Total :					163.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.210 TELEPHONE							
12256	PEERLESS NETWORK	28503 8/23	0	PHONE SERVICE; 7/15-8/14/23	239.30	.00	
Total 35.502.01.210 TELEPHONE:					239.30	.00	
35.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	I00838999	0	COPIERS/PRINTERS LEASE; 8/5/23-9/4/23	273.17	.00	
5067	GFC LEASING	I00838999	0	COPIERS/PRINTERS LEASE; 8/5/23-9/4/23	307.16	.00	
Total 35.502.01.270 MAINT OF OFFICE EQUIPMENT:					580.33	.00	
35.502.01.317 OFFICE SUPPLIES							
1818	GARVEY'S OFFICE PRODUCTS	PINV2447035	0	ICC OFFICE SUPPLIES	32.48	.00	
Total 35.502.01.317 OFFICE SUPPLIES:					32.48	.00	
35.502.16.220 UTILITY - GAS							
765	NICOR GAS	47-30-07-8760 4 6/2	0	ICC;6/6-7/6/23	187.86	.00	
Total 35.502.16.220 UTILITY - GAS:					187.86	.00	
35.502.35.281 RENTAL OF EQUIPMENT							
11835	LRS LLC	PS544563	0	CY23 SUMMER JUNE CONCERTS PORTABLE RE	930.00	.00	
Total 35.502.35.281 RENTAL OF EQUIPMENT:					930.00	.00	
35.502.35.299 OTHER CONTRACTUAL SERVICES							
12292	CHESS SCHOLARS	3005309	0	YOUTH CONTRACTED PROGRAM	96.00	.00	
11885	DONNELLY, TODD	080323	10029	8/3/23 SUMMER CONCERT PERFORMER "MR MY	1,200.00	.00	
11835	LRS LLC	PS542964	0	CY23 TWIN LAKES SOCCER PORTABLE RESTRO	40.01	.00	
13727	PSYHOGLOS, NICHOLAS	08.10.23	10029	08.10.23 THURSDAY CONCERT PERFORMER "CHI	1,250.00	.00	
12604	SAINT GENESIUS PRODUCTIONS INC	071023-1	0	CY23 SUMMER THEATER SHAKESPEARE IN THE	1,705.20	.00	
Total 35.502.35.299 OTHER CONTRACTUAL SERVICES:					4,291.21	.00	
Total GENERAL:					6,261.18	.00	
Total RECREATION FUND:					6,424.18	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.210 TELEPHONE							
12256	PEERLESS NETWORK	28503 8/23	0	PHONE SERVICE; 7/15-8/14/23	43.38	.00	
Total 36.502.01.210 TELEPHONE:					43.38	.00	
36.502.01.220 UTILITY - GAS							
765	NICOR GAS	45-95-90-7159 3 6/2	0	MAINT BLDG;5/3-7/3/23	50.39	.00	
765	NICOR GAS	86-94-36-5332 8 6/2	0	N TERR PARK;6/7-7/7/23	54.76	.00	
Total 36.502.01.220 UTILITY - GAS:					105.15	.00	
36.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	I00838999	0	COPIERS/PRINTERS LEASE; 8/5/23-9/4/23	136.58	.00	
Total 36.502.01.270 MAINT OF OFFICE EQUIPMENT:					136.58	.00	
Total GENERAL:					285.11	.00	
Total PARKS FUND:					285.11	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.210 TELEPHONE							
12256	PEERLESS NETWORK	28503 8/23	0	PHONE SERVICE; 7/15-8/14/23	40.58	.00	
Total 41.502.01.210 TELEPHONE:					40.58	.00	
41.502.01.220 UTILITY - GAS							
765	NICOR GAS	00-31-93-8763 5 6/2	0	JEFF POOL ;6/6-7/6/23	1,141.82	.00	
765	NICOR GAS	32-27-30-1000 2 6/2	0	JEFF POOL FLTR;6/6-7/6/23	552.03	.00	
Total 41.502.01.220 UTILITY - GAS:					1,693.85	.00	
41.502.02.311 PROGRAM SUPPLIES							
5752	AMERICAN RED CROSS	22597512	0	CY23 SUMMER LIFEGUARD CERTIFICATIONS	210.00	.00	
6682	MICHAEL ANTHONY'S PIZZA	139613	0	CY23 SUMMER BEGINNING OF SUMMER	209.00	.00	
6682	MICHAEL ANTHONY'S PIZZA	139621	0	CY23 PATRON APPRECIATION DAY PIZZA CONCE	157.00	.00	
Total 41.502.02.311 PROGRAM SUPPLIES:					576.00	.00	
Total GENERAL:					2,310.43	.00	
Total SWIMMING POOL FUND:					2,310.43	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.292 ENGINEERING SERVICES							
13384	ROADBOTICS, INC	2021-10475	0	ROADBOTICS ROADWAY PLUS ASSESSMENT	10,960.00	.00	
Total 60.502.02.292 ENGINEERING SERVICES:					10,960.00	.00	
60.502.03.292 ENGINEERING SERVICES							
10841	BURKE ENGINEERING LTD, CHRISTOPH	182130	0	MICHIGAN & VERMONT PROJECT PHASE II ENGI	39.79	.00	
10841	BURKE ENGINEERING LTD, CHRISTOPH	183059	0	MICHIGAN & VERMONT PROJECT PHASE II ENGI	318.33	.00	
10841	BURKE ENGINEERING LTD, CHRISTOPH	183885	0	MICHIGAN & VERMONT PROJECT PHASE II ENGI	19.29	.00	
5728	CIVILTECH ENGINEERING INC	52656	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	12,582.97	.00	
5728	CIVILTECH ENGINEERING INC	52659	0	PHASE III ENGINEERING FOR MONTEREY AVENU	50,677.71	.00	
5728	CIVILTECH ENGINEERING INC	52781	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	29,913.04	.00	
12917	STRAND ASSOCIATES INC.	0197112	0	BIERMANN & MYRTLE IMPROVEMENT PROJECT	20,124.42	.00	
12917	STRAND ASSOCIATES INC.	0198293	0	BIERMANN & MYRTLE IMPROVEMENT PROJECT	2,955.65	.00	
Total 60.502.03.292 ENGINEERING SERVICES:					116,631.20	.00	
60.502.10.292 ENGINEERING SERVICES							
13772	CDM SMITH INC	90180459	0	RAILROAD GRADE SEPARATION FEASIBILITY ST	9,605.44	.00	
13772	CDM SMITH INC	90182134	0	RAILROAD GRADE SEPARATION FEASIBILITY ST	13,974.40	.00	
5728	CIVILTECH ENGINEERING INC	52619	0	VILLA AVENUE IMPROVEMENT PROJECT PHASE I	29,395.96	.00	
5728	CIVILTECH ENGINEERING INC	52775	0	VILLA AVENUE IMPROVEMENT PROJECT PESA &	401.37	.00	
1476	TRANSYSTEMS CORPORATION	01-4108682	0	PHASE I VILLA AVENUE BRIDGE IMPROVEMENT	3,988.20	.00	
1476	TRANSYSTEMS CORPORATION	INV-0004111383	0	REBUILD IL PROJECT DESIGN	17,635.97	.00	
1476	TRANSYSTEMS CORPORATION	INV-0004134274	0	REBUILD IL RESURFACING PROJECT SUPPLEME	9,654.41	.00	
1476	TRANSYSTEMS CORPORATION	INV-0004136069	0	REBUILD IL PROJECT DESIGN	6,955.81	.00	
8965	V3 COMPANIES OF ILLINOIS	623569	0	MICHIGAN AND VERMONT PHASE III ENGINEERI	1,518.30	.00	
Total 60.502.10.292 ENGINEERING SERVICES:					93,129.86	.00	
60.502.10.299 OTHER CONTRACTUAL SERVICES							
6702	BROTHERS ASPHALT PAVING INC	35089	0	REBUILD IL RESURFACING 2023 BID DOCS REFU	42.00	.00	
Total 60.502.10.299 OTHER CONTRACTUAL SERVICES:					42.00	.00	
Total GENERAL:					220,763.06	.00	
Total STREET IMPROVEMENT FUND:					220,763.06	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.402 NON-CAPITAL OUTLAY							
782	O'HERRON CO INC, RAY	2281860	0	12 HELMETS AND PROTECTIVE WEAR	4,140.00	.00	
Total 65.502.02.402 NON-CAPITAL OUTLAY:					4,140.00	.00	
Total GENERAL:					4,140.00	.00	
Total EQUIPMENT REPLACEMENT FUND:					4,140.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.402 NON-CAPITAL OUTLAY							
6313	EHC INDUSTRIES INC	41695	0	ASBESTOS ABATEMENT FIRE STATION 82	8,500.00	.00	
Total 67.502.02.402 NON-CAPITAL OUTLAY:					8,500.00	.00	
Total GENERAL:					8,500.00	.00	
Total BUILDING IMPROVEMENTS FUND:					8,500.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
68.502.02.292 ENGINEERING SERVICES							
8965	V3 COMPANIES OF ILLINOIS	623707	0	PERMITTING; IL 83 & WASHINGTON	1,237.04	.00	
8965	V3 COMPANIES OF ILLINOIS	623708	0	WETLAND FIELD VERIFICATION; HARVARD & SID	97.73	.00	
8965	V3 COMPANIES OF ILLINOIS	623709	0	PERMITTING; VILLA N 1033 (ODEUM)	32.86	.00	
8965	V3 COMPANIES OF ILLINOIS	623710	0	PERMITTING; PRINCETON N 0904	146.60	.00	
Total 68.502.02.292 ENGINEERING SERVICES:					1,514.23	.00	
68.502.10.292 ENGINEERING SERVICES							
8965	V3 COMPANIES OF ILLINOIS	623568	0	JACKSON POND EXPANSION PROJECT PHASE III	15,187.68	.00	
8965	V3 COMPANIES OF ILLINOIS	623683	0	JACKSON POND DESIGN ENGINEERING	3,355.14	.00	
Total 68.502.10.292 ENGINEERING SERVICES:					18,542.82	.00	
Total GENERAL:					20,057.05	.00	
Total STORMWATER BUYOUT FUND:					20,057.05	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.210 TELEPHONE							
12256	PEERLESS NETWORK	28503 8/23	0	PHONE SERVICE; 7/15-8/14/23	29.39	.00	
Total 82.502.01.210 TELEPHONE:					29.39	.00	
82.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	I00838999	0	COPIERS/PRINTERS LEASE; 8/5/23-9/4/23	170.73	.00	
Total 82.502.01.270 MAINT OF OFFICE EQUIPMENT:					170.73	.00	
82.502.01.299 OTHER CONTRACTUAL SERVICES							
12951	COMCAST INTERNET	177950557 7/23	0	INTERNET SERVICE; 7/15-8/14/23	69.87	.00	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:					69.87	.00	
82.502.02.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3014421013 6/202	0	CORNELL PUMP STN; 45084	1,365.71	.00	
Total 82.502.02.219 UTILITY - ELECTRIC:					1,365.71	.00	
82.502.02.220 UTILITY - GAS							
765	NICOR GAS	00-94-81-1000 2 6/2	0	WTR/SWR;6/6-7/6/23	78.86	.00	
765	NICOR GAS	28-55-16-5989-0 6/2	0	CENTRAL STN;6/6-7/6/23	52.28	.00	
765	NICOR GAS	35-02-64-0936 3 6/2	0	1260 S CORNELL;6/9-7/11/23	167.61	.00	
Total 82.502.02.220 UTILITY - GAS:					298.75	.00	
82.502.02.292 ENGINEERING SERVICES							
10841	BURKE ENGINEERING LTD, CHRISTOPH	182130	0	MICHIGAN & VERMONT PROJECT PHASE II ENGI	47.71	.00	
10841	BURKE ENGINEERING LTD, CHRISTOPH	183059	0	MICHIGAN & VERMONT PROJECT PHASE II ENGI	381.67	.00	
10841	BURKE ENGINEERING LTD, CHRISTOPH	183885	0	MICHIGAN & VERMONT PROJECT PHASE II ENGI	23.12	.00	
5728	CIVILTECH ENGINEERING INC	52656	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	2,059.37	.00	
5728	CIVILTECH ENGINEERING INC	52781	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	4,895.66	.00	
12917	STRAND ASSOCIATES INC.	0197112	0	BIERMANN & MYRTLE IMPROVEMENT PROJECT	18,421.58	.00	
12917	STRAND ASSOCIATES INC.	0198293	0	BIERMANN & MYRTLE IMPROVEMENT PROJECT	2,705.55	.00	
8965	V3 COMPANIES OF ILLINOIS	623569	0	MICHIGAN AND VERMONT PHASE III ENGINEERI	2,365.71	.00	
Total 82.502.02.292 ENGINEERING SERVICES:					30,900.37	.00	
Total GENERAL:					32,834.82	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total WATER SUPPLY FUND:					32,834.82	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.210 TELEPHONE							
12256	PEERLESS NETWORK	28503 8/23	0	PHONE SERVICE; 7/15-8/14/23	29.39	.00	
Total 83.502.01.210 TELEPHONE:					29.39	.00	
83.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	I00838999	0	COPIERS/PRINTERS LEASE; 8/5/23-9/4/23	170.73	.00	
Total 83.502.01.270 MAINT OF OFFICE EQUIPMENT:					170.73	.00	
83.502.01.299 OTHER CONTRACTUAL SERVICES							
12951	COMCAST INTERNET	177950557 7/23	0	INTERNET SERVICE; 7/15-8/14/23	69.87	.00	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:					69.87	.00	
83.502.02.220 UTILITY - GAS							
765	NICOR GAS	03-36-92-1882 5 6/2	0	GENERATOR STN;6/6-7/6/23	53.52	.00	
765	NICOR GAS	27-37-06-3955 4 6/2	0	NORTH & YALE LFT;6/6-7/6/23	52.28	.00	
765	NICOR GAS	29-10-59-0000 4 6/2	0	WET WEATHER;6/7-7/6/23	273.06	.00	
765	NICOR GAS	52-91-90-1082 8 6/2	0	NATH LIFT STN;6/7-7/7/23	51.20	.00	
Total 83.502.02.220 UTILITY - GAS:					430.06	.00	
83.502.02.292 ENGINEERING SERVICES							
5728	CIVILTECH ENGINEERING INC	52656	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	2,120.72	.00	
5728	CIVILTECH ENGINEERING INC	52781	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	5,041.52	.00	
12917	STRAND ASSOCIATES INC.	0197112	0	BIERMANN & MYRTLE IMPROVEMENT PROJECT	1,238.43	.00	
12917	STRAND ASSOCIATES INC.	0198293	0	BIERMANN & MYRTLE IMPROVEMENT PROJECT	181.89	.00	
Total 83.502.02.292 ENGINEERING SERVICES:					8,582.56	.00	
83.502.04.292 ENGINEERING SERVICES							
10841	BURKE ENGINEERING LTD, CHRISTOPH	183884	0	WASHINGTON STREET SEWER SEPARATION - P	4,605.00	.00	
5728	CIVILTECH ENGINEERING INC	52656	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	11,310.54	.00	
5728	CIVILTECH ENGINEERING INC	52781	0	WISCONSIN & WESTMORE IMPROVEMENT PROJ	26,888.12	.00	
Total 83.502.04.292 ENGINEERING SERVICES:					42,803.66	.00	
Total GENERAL:					52,086.27	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total WASTEWATER FUND:					52,086.27	.00	
Grand Totals:					407,332.47	.00	

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	59,086.55
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	845.00
RECREATION FUND	
Total RECREATION FUND:	6,424.18
PARKS FUND	
Total PARKS FUND:	285.11
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	2,310.43
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	220,763.06
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	4,140.00
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	8,500.00
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	20,057.05
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	32,834.82
WASTEWATER FUND	
Total WASTEWATER FUND:	52,086.27

	Amount Paid
Grand Totals:	407,332.47

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

DATE 7/19/23 APPROVED BY .....

.....

.....

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF0724"

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on August 14, 2023

Covering weekly check runs dated for:

July 31, 2023/CY23 ..... $363,400.71

1 of 1

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "073123","072523int"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.130204 GROUP INSURANCE REC							
13542	SUN LIFE ASSURANCE COMPANY OF CA	JUNE 2023	0	DENTAL, VISION AND LIFE PREMIUMS 6/2023	3,583.60	.00	
Total 10.130204 GROUP INSURANCE REC:					3,583.60	.00	
10.190515 DUE TO/FROM LIBRARY (BENEFITS)							
13542	SUN LIFE ASSURANCE COMPANY OF CA	JUNE 2023	0	DENTAL, VISION AND LIFE PREMIUMS 6/2023	797.66	.00	
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):					797.66	.00	
Total :					4,381.26	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.211 LEGAL SERVICES							
12541	ROBBINS SCHWARTZ	953041	0	LEGAL SERVICES (GENERAL MATTER)	550.00	.00	
12541	ROBBINS SCHWARTZ	953042	0	LEGAL SERVICES - 243 S OAKLAND	250.00	.00	
7835	STORINO RAMELLO & DURKIN	88399	0	LEGAL SERVICES 2023 FIRE NEGOTIATIONS	633.75	.00	
Total 10.511.00.211 LEGAL SERVICES:					1,433.75	.00	
10.511.00.212 LEGAL SERVICES-POLICE							
12541	ROBBINS SCHWARTZ	953040	0	LEGAL SERVICES - PROSECUTIONS - JUNE 2023	3,543.75	.00	
Total 10.511.00.212 LEGAL SERVICES-POLICE:					3,543.75	.00	
10.511.00.667 COMMUNITY F.U.N. COMMISSION							
13584	BRUNNER-HINTZE, MARY	06162023C	0	JULY 4TH PARADE FEE & FLOAT DECORATIONS	75.00	.00	
13685	GRAF, CARLA & ROBERT	06162023B	0	REIMB FOR SUMMERFEST 2023 (SKIRTS,/LEIS/C	18.50	.00	
11698	SEEI, LESLIE ALLISON	6162023	0	REIMB FOR KITES & KICKS-CHALK & STENCILS	77.94	.00	
Total 10.511.00.667 COMMUNITY F.U.N. COMMISSION:					171.44	.00	
Total PUBLIC AFFAIRS:					5,148.94	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.01.270 MAINT OF OFFICE EQUIPMENT							
6622	CDS OFFICE TECHNOLOGIES	1547246	0	SSD HARD DRIVE	67.00	.00	
13628	ZOHO CORPORATION	2377109	0	MANAGEENGINE LOG360 RENEWAL	6,513.00	.00	
Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT:					6,580.00	.00	
10.512.01.299 OTHER CONTRACTUAL SERVICES							
12372	ARLINGTON COMPUTER PRODUCTS	INV151882	0	FIREWALL SOFTWARE RENEWAL	12,694.00	.00	
1132	CLARIS INTERNATIONAL INC	5794233	0	FILEMAKER PRO RENEWAL 7/24/21-7/24/22	1,850.00	.00	
6849	CURRENT TECHNOLOGIES CORP	732119	0	IT CONSULTANT	82.50	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					14,626.50	.00	
Total MANAGER:					21,206.50	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.250 EMPLOYEE BENEFITS							
13542	SUN LIFE ASSURANCE COMPANY OF CA	JUNE 2023	0	DENTAL, VISION AND LIFE PREMIUMS 6/2023	2,647.91	.00	
Total 10.515.00.250 EMPLOYEE BENEFITS:					2,647.91	.00	
10.515.00.303 DUES & PUBLICATIONS							
9136	CHICAGO METROPOLITAN AGENCY	2023MUNI255	0	CMA FOR PLANNING CY23 LOCAL CONTRIBUTIO	825.11	.00	
Total 10.515.00.303 DUES & PUBLICATIONS:					825.11	.00	
Total CENTRAL SERVICES:					3,473.02	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.299 OTHER CONTRACTUAL SERVICES							
1544	ACITELLI HEATING & PIPING	37157	0	PD BOILER REPAIRS	257.00	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					257.00	.00	
Total BUILDINGS & GROUNDS:					257.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.399 OTHER SUPPLIES							
12303	TOTAL PARKING SOLUTIONS	106253	0	RECEIPT PAPER FOR CNW TERMINAL	360.00	.00	
Total 10.517.00.399 OTHER SUPPLIES:					360.00	.00	
Total COMMUTER PARKING LOT:					360.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.215 SHOP SERVICES							
6430	CINTAS CORPORATION #344	4161550300	0	UNIFORM, TOWELS	46.46	.00	
Total 10.518.00.215 SHOP SERVICES:					46.46	.00	
10.518.00.250 EMPLOYEE BENEFITS							
13542	SUN LIFE ASSURANCE COMPANY OF CA	JUNE 2023	0	DENTAL, VISION AND LIFE PREMIUMS 6/2023	466.48	.00	
Total 10.518.00.250 EMPLOYEE BENEFITS:					466.48	.00	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS							
13651	BRAD MANNING FORD INC	218567	0	FIRE U-81 LEFT FRONT TIRE SENSOR	58.53	.00	
9651	FIRE SERVICE INC	IL-7770	0	FIRE E-80 GAUGE	134.77	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					193.30	.00	
Total GARAGE:					706.24	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.250 EMPLOYEE BENEFITS							
13542	SUN LIFE ASSURANCE COMPANY OF CA	JUNE 2023	0	DENTAL, VISION AND LIFE PREMIUMS 6/2023	5,490.32	.00	
Total 10.520.01.250 EMPLOYEE BENEFITS:					5,490.32	.00	
10.520.01.261 INSURANCE CLAIM LOSSES							
4855	WRECK ROOM INC, THE	RO 28747	0	SQUAD #193 REAR BUMPER,REAR LIGHTS,UPPE	1,306.98	.00	
4855	WRECK ROOM INC, THE	RO 28748	0	SQUAD #193 BODY WORK-REPAIRS-REPLACE H	1,771.01	.00	
Total 10.520.01.261 INSURANCE CLAIM LOSSES:					3,077.99	.00	
10.520.07.280 DUCOMM							
305	DU-COMM	18620	0	FACILITY LEASE OPERATING COSTS 8.1.23-10.31.	5,211.67	.00	
305	DU-COMM	18664	0	QUARTERLY SHARES 08.01.23-10.31.23	124,711.00	.00	
Total 10.520.07.280 DUCOMM:					129,922.67	.00	
10.520.09.399 OTHER SUPPLIES							
8205	POSITIVE IMPRESSIONS	PPJ-6367	0	NATIONAL NITE OUT BANNER/5 SIGNS	236.66	.00	
Total 10.520.09.399 OTHER SUPPLIES:					236.66	.00	
Total POLICE:					138,727.64	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.250 EMPLOYEE BENEFITS							
13542	SUN LIFE ASSURANCE COMPANY OF CA	JUNE 2023	0	DENTAL, VISION AND LIFE PREMIUMS 6/2023	305.46	.00	
Total 10.521.01.250 EMPLOYEE BENEFITS:					305.46	.00	
Total FIRE:					305.46	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.250 EMPLOYEE BENEFITS							
13542	SUN LIFE ASSURANCE COMPANY OF CA	JUNE 2023	0	DENTAL, VISION AND LIFE PREMIUMS 6/2023	2,366.03	.00	
Total 10.523.02.250 EMPLOYEE BENEFITS:					2,366.03	.00	
Total AMBULANCE/PARAMEDIC:					2,366.03	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.210 TELEPHONE							
6498	SALERNO, RICHARD	Rich S May 2023	0	PERS DEVICE PHONE REIMB; MAY 2023	24.99	.00	
6498	SALERNO, RICHARD	Rich S May 2023	0	USAGE REIMBURSEMENT; MAY 2023	24.99	.00	
6498	SALERNO, RICHARD	Rich S May 2023	0	PERS DEVICE PHONE REIMB; JUNE 2023	24.99	.00	
6498	SALERNO, RICHARD	Rich S May 2023	0	USAGE REIMBURSEMENTY JUNE 2023	24.99	.00	
6498	SALERNO, RICHARD	Rich S May 2023	0	PERS DEVICE PHONE REIMB; JULY 2023	24.99	.00	
6498	SALERNO, RICHARD	Rich S May 2023	0	USAGE REIMBURSEMENT; JULY 2023	24.99	.00	
Total 10.525.01.210 TELEPHONE:					149.94	.00	
10.525.01.250 EMPLOYEE BENEFITS							
13542	SUN LIFE ASSURANCE COMPANY OF CA	JUNE 2023	0	DENTAL, VISION AND LIFE PREMIUMS 6/2023	1,028.98	.00	
Total 10.525.01.250 EMPLOYEE BENEFITS:					1,028.98	.00	
10.525.25.299 OTHER CONTRACTUAL SERVICES							
5356	H & H ELECTRIC COMPANY	41772	0	JUNE TRAFFIC SIGNAL MAINTENANCE	624.00	.00	
Total 10.525.25.299 OTHER CONTRACTUAL SERVICES:					624.00	.00	
Total STREET:					1,802.92	.00	
Total CORPORATE FUND:					178,735.01	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.250 EMPLOYEE BENEFITS							
13542	SUN LIFE ASSURANCE COMPANY OF CA	JUNE 2023	0	DENTAL, VISION AND LIFE PREMIUMS 6/2023	1,013.44	.00	
Total 35.502.01.250 EMPLOYEE BENEFITS:					1,013.44	.00	
35.502.01.295 SUMMER FESTIVAL							
1066	VILLA PARK CHAMBER OF COMMERCE	06.24.23	10024	2023 SUMMER FESTIVAL BEER REIMBURSEMEN	2,546.80	.00	
Total 35.502.01.295 SUMMER FESTIVAL:					2,546.80	.00	
Total GENERAL:					3,560.24	.00	
Total RECREATION FUND:					3,560.24	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.250 EMPLOYEE BENEFITS							
13542	SUN LIFE ASSURANCE COMPANY OF CA	JUNE 2023	0	DENTAL, VISION AND LIFE PREMIUMS 6/2023	1,509.38	.00	
Total 36.502.01.250 EMPLOYEE BENEFITS:					1,509.38	.00	
36.502.01.299 OTHER CONTRACTUAL SERVICES							
944	SIR SPEEDY PRINT SIGNS MARKETING	86417	0	BUSINESS CARDS - JIM OLSEN	75.00	.00	
Total 36.502.01.299 OTHER CONTRACTUAL SERVICES:					75.00	.00	
Total GENERAL:					1,584.38	.00	
Total PARKS FUND:					1,584.38	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.03.325 GENERAL EQUIPMENT PARTS							
6557	GLENROCK COMPANY, THE	1550496	0	JEFFERSON POOL SIKAQUICK	83.08	.00	
6557	GLENROCK COMPANY, THE	1550696	0	JEFFERSON ALL MORTAR	37.40	.00	
2097	PORTER PIPE AND SUPPLY	12615002-00	0	POOL PARTS	452.47	.00	
2097	PORTER PIPE AND SUPPLY	12615002-01	0	POOL PARTS	47.00	.00	
2097	PORTER PIPE AND SUPPLY	12615002-02	0	POOL PARTS	15.67	.00	
2097	PORTER PIPE AND SUPPLY	12615294-00	0	POOL PARTS	79.05	.00	
Total 41.502.03.325 GENERAL EQUIPMENT PARTS:					714.67	.00	
Total GENERAL:					714.67	.00	
Total SWIMMING POOL FUND:					714.67	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.210 TELEPHONE							
6990	MANTELS, KEVIN	PHONEKM202306	0	REIMBURSEMENT FOR PERSONAL PHONE; 2023-	24.99	.00	
6990	MANTELS, KEVIN	PHONEKM202306	0	REIMBURSEMENT FOR PHONE USAGE; 2023-06 J	24.99	.00	
Total 60.502.02.210 TELEPHONE:					49.98	.00	
60.502.02.250 EMPLOYEE BENEFITS							
13542	SUN LIFE ASSURANCE COMPANY OF CA	JUNE 2023	0	DENTAL, VISION AND LIFE PREMIUMS 6/2023	490.92	.00	
Total 60.502.02.250 EMPLOYEE BENEFITS:					490.92	.00	
60.502.03.292 ENGINEERING SERVICES							
5728	CIVILTECH ENGINEERING INC	52738	0	PHASE III ENGINEERING FOR MONTEREY AVENU	10,340.17	.00	
1476	TRANSYSTEMS CORPORATION	INV-0004160119	0	IOWA & VERMONT IMPROVEMENT PROJECT PHA	6,131.16	.00	
Total 60.502.03.292 ENGINEERING SERVICES:					16,471.33	.00	
60.502.10.292 ENGINEERING SERVICES							
5728	CIVILTECH ENGINEERING INC	52738	0	PHASE III ENGINEERING FOR MONTEREY AVENU	35,972.00	.00	
5728	CIVILTECH ENGINEERING INC	52776	0	VILLA AVENUE IMPROVEMENT PROJECT PHASE I	7,160.56	.00	
1476	TRANSYSTEMS CORPORATION	02-4136459	0	PHASE I VILLA AVENUE BRIDGE IMPROVEMENT	5,083.50	.00	
Total 60.502.10.292 ENGINEERING SERVICES:					48,216.06	.00	
60.502.10.299 OTHER CONTRACTUAL SERVICES							
1136	TREASURER, STATE OF ILLINOIS	125344	0	S.SUMMIT RESURFACE PROJ;Z230U01	30,640.77	.00	
Total 60.502.10.299 OTHER CONTRACTUAL SERVICES:					30,640.77	.00	
Total GENERAL:					95,869.06	.00	
Total STREET IMPROVEMENT FUND:					95,869.06	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY							
13802	JOE RIZZA FORD OF ORLAND PARK	189494	0	2023 FORD ESCAPE	34,560.26	.00	
Total 65.502.02.401 CAPITAL OUTLAY:					34,560.26	.00	
Total GENERAL:					34,560.26	.00	
Total EQUIPMENT REPLACEMENT FUND:					34,560.26	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.299 OTHER CONTRACTUAL SERVICES							
5654	PADDOCK PUBLICATIONS	257341	0	LIONS REC BUILDING 2ND BID PACKAGE	119.60	.00	
Total 67.502.02.299 OTHER CONTRACTUAL SERVICES:					119.60	.00	
Total GENERAL:					119.60	.00	
Total BUILDING IMPROVEMENTS FUND:					119.60	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
68.502.10.292 ENGINEERING SERVICES							
5728	CIVILTECH ENGINEERING INC	52738	0	PHASE III ENGINEERING FOR MONTEREY AVENU	7,875.62	.00	
Total 68.502.10.292 ENGINEERING SERVICES:					7,875.62	.00	
Total GENERAL:					7,875.62	.00	
Total STORMWATER BUYOUT FUND:					7,875.62	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.250 EMPLOYEE BENEFITS							
13542	SUN LIFE ASSURANCE COMPANY OF CA	JUNE 2023	0	DENTAL, VISION AND LIFE PREMIUMS 6/2023	650.65	.00	
Total 82.502.01.250 EMPLOYEE BENEFITS:					650.65	.00	
82.502.01.401 CAPITAL OUTLAY							
6618	CORE & MAIN	T147358	0	SENSUS ANNUAL RNI	10,985.00	.00	
Total 82.502.01.401 CAPITAL OUTLAY:					10,985.00	.00	
82.502.02.285 DISPOSAL EXPENSE							
13544	BELL CARTAGE CORP.	25520	0	HAUL SPOILS FROM DOME	1,000.00	.00	
Total 82.502.02.285 DISPOSAL EXPENSE:					1,000.00	.00	
82.502.02.292 ENGINEERING SERVICES							
1476	TRANSYSTEMS CORPORATION	INV-0004160119	0	IOWA & VERMONT IMPROVEMENT PROJECT PHA	6,816.57	.00	
Total 82.502.02.292 ENGINEERING SERVICES:					6,816.57	.00	
82.502.02.293 LABORATORY TESTING							
367	ETP LABS INC	23-136752	0	ROUTINE MONTHLY WATER SAMPLES	504.00	.00	
Total 82.502.02.293 LABORATORY TESTING:					504.00	.00	
82.502.02.343 STONE							
13544	BELL CARTAGE CORP.	25515	0	212.28 TONS OF CA-6 STONE FOR STOCK	5,245.43	.00	
13544	BELL CARTAGE CORP.	25519	0	173.93 TONS OF CA6 STONE	3,217.73	.00	
Total 82.502.02.343 STONE:					8,463.16	.00	
Total GENERAL:					28,419.38	.00	
Total WATER SUPPLY FUND:					28,419.38	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.250 EMPLOYEE BENEFITS							
13542	SUN LIFE ASSURANCE COMPANY OF CA	JUNE 2023	0	DENTAL, VISION AND LIFE PREMIUMS 6/2023	182.16	.00	
Total 83.502.01.250 EMPLOYEE BENEFITS:					182.16	.00	
83.502.01.401 CAPITAL OUTLAY							
6618	CORE & MAIN	T147358	0	SENSUS ANNUAL RNI	10,985.00	.00	
Total 83.502.01.401 CAPITAL OUTLAY:					10,985.00	.00	
83.502.02.292 ENGINEERING SERVICES							
1476	TRANSYSTEMS CORPORATION	INV-0004160119	0	IOWA & VERMONT IMPROVEMENT PROJECT PHA	795.33	.00	
Total 83.502.02.292 ENGINEERING SERVICES:					795.33	.00	
Total GENERAL:					11,962.49	.00	
Total WASTEWATER FUND:					11,962.49	.00	
Grand Totals:					363,400.71	.00	

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	178,735.01
RECREATION FUND	
Total RECREATION FUND:	3,560.24
PARKS FUND	
Total PARKS FUND:	1,584.38
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	714.67
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	95,869.06
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	34,560.26
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	119.60
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	7,875.62
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	28,419.38
WASTEWATER FUND	
Total WASTEWATER FUND:	11,962.49
Grand Totals:	363,400.71

Amount Paid

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

DATE 7/25/23 APPROVED BY .....

.....

.....

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "073123","072523INT"

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on August 14, 2023

Covering weekly check runs dated for:

August 7, 2023/CY23 ..... $430,496.53

1 of 1

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0807","0801 INT","0802 INT","0807"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
01.110050	**UTILITY CASH CLEARING**						
12476	UTILITY BILLING REFUNDS	10-16540-03R1	0	FIN CREDIT BAL; 200 E HILL ST	143.94	.00	
12476	UTILITY BILLING REFUNDS	11-03800-11R1	0	FIN CREDIT BAL; 115 N CHARLES AVE	36.29	.00	
12476	UTILITY BILLING REFUNDS	11-05970-00R1	0	FIN CREDIT BAL; 25 N PRINCETON AVE	59.22	.00	
12476	UTILITY BILLING REFUNDS	11-05970-01R1	0	FIN CREDIT BAL; 25 N PRINCETON AVE	118.94	.00	
12476	UTILITY BILLING REFUNDS	11-07250-01R1	0	FIN CREDIT BAL; 32 N YALE AVE	96.88	.00	
12476	UTILITY BILLING REFUNDS	11-09770-00R1	0	FIN CREDIT BAL; 214 N ADDISON RD	7.30	.00	
12476	UTILITY BILLING REFUNDS	11-10870-13R1	0	FIN CREDIT BAL; 110 N SECOND AVE	67.96	.00	
12476	UTILITY BILLING REFUNDS	11-11510-00R1	0	FIN CREDIT BAL; 536 W SAINT CHARLES RD	25.99	.00	
12476	UTILITY BILLING REFUNDS	12-15340-02R1	0	FIN CREDIT BAL; 429 S RIVERSIDE DR	14.94	.00	
12476	UTILITY BILLING REFUNDS	13-03850-00R1	0	FIN CREDIT BAL; 140 W ADAMS ST	100.00	.00	
12476	UTILITY BILLING REFUNDS	13-04730-01R1	0	FIN CREDIT BAL; 32 W LESLIE LN	88.05	.00	
12476	UTILITY BILLING REFUNDS	13-04810-01R2	0	FIN CREDIT BAL; 120 W LESLIE LN	261.12	.00	
12476	UTILITY BILLING REFUNDS	13-06090-00R1	0	FIN CREDIT BAL; 1041 S ARDMORE AVE	39.28	.00	
12476	UTILITY BILLING REFUNDS	13-08530-00R1	0	FIN CREDIT BAL; 826 S EUCLID AVE	116.92	.00	
Total 01.110050 UTILITY CASH CLEARING:					1,176.83	.00	
Total :					1,176.83	.00	
Total CASH ALLOCATIONS FUND:					1,176.83	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.130204 GROUP INSURANCE REC							
8224	BLUE CROSS BLUE SHIELD	AUGUST 2023	0	HEALTH INSURANCE; AUGUST 2023	22,569.85	22,569.85	08/02/2023
Total 10.130204 GROUP INSURANCE REC:					22,569.85	22,569.85	
10.190515 DUE TO/FROM LIBRARY (BENEFITS)							
8224	BLUE CROSS BLUE SHIELD	AUGUST 2023	0	HEALTH INSURANCE; AUGUST 2023	12,967.56	12,967.56	08/02/2023
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):					12,967.56	12,967.56	
Total :					35,537.41	35,537.41	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.211 LEGAL SERVICES							
7835	STORINO RAMELLO & DURKIN	88884	0	GENERAL (JUNE 2023)	21,440.39	.00	
7835	STORINO RAMELLO & DURKIN	88886	0	LEGAL SERVICE -OVALTINE	173.03	.00	
7835	STORINO RAMELLO & DURKIN	88887	0	LEGAL SERVICE - STEP GRIEVANCE	66.30	.00	
Total 10.511.00.211 LEGAL SERVICES:					21,679.72	.00	
10.511.00.212 LEGAL SERVICES-POLICE							
13618	DOERING, LINDA	2465	0	HEARING COURT JULY 2023	836.00	.00	
Total 10.511.00.212 LEGAL SERVICES-POLICE:					836.00	.00	
10.511.00.299 OTHER CONTRACTUAL SERVICES							
237	COMMONWEALTH EDISON CO	0351149123 JULY	0	MUNICIPAL AGGREGATION REFRESH FEE	127.00	.00	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					127.00	.00	
10.511.00.656 FIRE & POLICE COMMISSION							
11590	C.O.P.S AND F.I.R.E PERSONNEL	108224	0	TROIOLA- POLYGRAPH	175.00	.00	
11590	C.O.P.S AND F.I.R.E PERSONNEL	108230	0	HOLT- PSYCHOLOGICAL EVAL	450.00	.00	
10333	RUIZ, PATTY	JUL23	0	BFPC ADMIN RECORDING SRVC	100.00	.00	
Total 10.511.00.656 FIRE & POLICE COMMISSION:					725.00	.00	
Total PUBLIC AFFAIRS:					23,367.72	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.01.299 OTHER CONTRACTUAL SERVICES							
12372	ARLINGTON COMPUTER PRODUCTS	152830	0	VEEAM BACKUP ESSENTIALS LICENSE RENEWA	2,380.00	.00	
6849	CURRENT TECHNOLOGIES CORP	13809	0	RENEWAL - SSL CERTIFICATE FOR VPMAPS SER	179.00	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					2,559.00	.00	
Total MANAGER:					2,559.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.202 TRAINING & CONFERENCES							
13722	MCLAUGHLIN, MARC	2023 Reimburseme	0	GIS CONFERENCE 2023	2,130.72	.00	
Total 10.514.00.202 TRAINING & CONFERENCES:					2,130.72	.00	
10.514.00.270 MAINT OF OFFICE EQUIPMENT							
6269	KONICA MINOLTA BUSINESS	9009442767	0	COPY CHARGES JULY 2023	26.77	.00	
11015	KONICA MINOLTA PREMIER FINANCE	507110294	0	LEASE CHARGES JULY 2023	80.00	.00	
Total 10.514.00.270 MAINT OF OFFICE EQUIPMENT:					106.77	.00	
10.514.00.289 INSPECTORS FEES							
6676	B & F CONSTRUCTION CODE SERVICES	17836	0	PLUMBING INSPECTIONS	70.00	.00	
Total 10.514.00.289 INSPECTORS FEES:					70.00	.00	
Total COMMUNITY DEVELOPMENT:					2,307.49	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	AUGUST 2023	0	HEALTH INSURANCE; AUGUST 2023	24,286.88	24,286.88	08/02/2023
Total 10.515.00.250 EMPLOYEE BENEFITS:					24,286.88	24,286.88	
10.515.00.281 RENTAL OF EQUIPMENT							
7782	QUADIENT LEASING USA INC	N10042963	0	QRTLY PSTG MACH RENTAL; 8/24/23 -11/23/23	708.13	.00	
Total 10.515.00.281 RENTAL OF EQUIPMENT:					708.13	.00	
Total CENTRAL SERVICES:					24,995.01	24,286.88	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0030170051 6/2023	0	21 W PLYMOUTH; 6/6-7/6/23	152.55	.00	
237	COMMONWEALTH EDISON CO	1043074121 6/2023	0	JACKSON POND; 6/19-7/19/23	23.91	.00	
237	COMMONWEALTH EDISON CO	9006703009 6/2023	0	SIREN; 6/5-7/5/23	30.27	.00	
237	COMMONWEALTH EDISON CO	9006734022 6/2023	0	106 S VILLA; 6/5-7/5/23	337.11	.00	
Total 10.516.00.219 UTILITY - ELECTRIC:					543.84	.00	
10.516.00.299 OTHER CONTRACTUAL SERVICES							
40	ALLIED GARAGE DOOR INC	212629	0	20 W HOME NORTH MIDDLE DOOR OPERATOR R	238.00	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					238.00	.00	
Total BUILDINGS & GROUNDS:					781.84	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	8000258004 6/2023	0	METRA STN PARK LOT; 6/6-7/6/23	70.14 ✓	.00	
Total 10.517.00.219 UTILITY - ELECTRIC:					70.14	.00	
Total COMMUTER PARKING LOT:					70.14	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	AUGUST 2023	0	HEALTH INSURANCE; AUGUST 2023	4,387.28	4,387.28	08/02/2023
Total 10.518.00.250 EMPLOYEE BENEFITS:					4,387.28	4,387.28	
10.518.00.308 ENGINE OIL							
6834	AL WARREN OIL COMPANY INC	W1576507	0	5W-20 OIL	1,742.83	.00	
6834	AL WARREN OIL COMPANY INC	W1576507	0	15W-40 OIL	872.46	.00	
Total 10.518.00.308 ENGINE OIL:					2,615.29	.00	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS							
13651	BRAD MANNING FORD INC	218566	0	FIRE C-81 FRONT DOORS RADIO SPEAKERS	116.66	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					116.66	.00	
Total GARAGE:					7,119.23	4,387.28	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.519.00.299 OTHER CONTRACTUAL SERVICES							
6676	B & F CONSTRUCTION CODE SERVICES	17836	0	REAL ESTATE INSPECTIONS	110.01	.00	
Total 10.519.00.299 OTHER CONTRACTUAL SERVICES:					110.01	.00	
Total ENGINEERING:					110.01	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	AUGUST 2023	0	HEALTH INSURANCE; AUGUST 2023	79,814.10	79,814.10	08/02/2023
Total 10.520.01.250 EMPLOYEE BENEFITS:					79,814.10	79,814.10	
10.520.09.401 CAPITAL OUTLAY							
13807	BOSAK MOTORS OF MERRILLVILLE LLC	139185	0	2023 DODGE DURANGO - 1C4SDJFT1PC591887	41,751.25	41,751.25	08/02/2023
Total 10.520.09.401 CAPITAL OUTLAY:					41,751.25	41,751.25	
Total POLICE:					121,565.35	121,565.35	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	AUGUST 2023	0	HEALTH INSURANCE; AUGUST 2023	4,379.20	4,379.20	08/02/2023
Total 10.521.01.250 EMPLOYEE BENEFITS:					4,379.20	4,379.20	
10.521.22.299 OTHER CONTRACTUAL SERVICES							
30	AIR ONE EQUIPMENT INC	195696	0	ST82 SEMI-ANN MAINT & AIR TEST	940.14	.00	
30	AIR ONE EQUIPMENT INC	195698	0	ST81 SEMI-ANN MAINT. & AIR TEST	843.14	.00	
Total 10.521.22.299 OTHER CONTRACTUAL SERVICES:					1,783.28	.00	
10.521.22.301 UNIFORMS							
7016	CONWAY SHIELDS	0504793	0	SHIELDS FOR NEW HIRES	410.66	.00	
7016	CONWAY SHIELDS	0507086	0	DC. SHIELD FOR MITSUKA	68.90	.00	
Total 10.521.22.301 UNIFORMS:					479.56	.00	
Total FIRE:					6,642.04	4,379.20	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	AUGUST 2023	0	HEALTH INSURANCE; AUGUST 2023	35,243.72	35,243.72	08/02/2023
Total 10.523.02.250 EMPLOYEE BENEFITS:					35,243.72	35,243.72	
10.523.02.301 UNIFORMS							
7016	CONWAY SHIELDS	0493189	0	LT. SHIELD FOR GUTZMER	193.92	.00	
7793	FIREGROUND SUPPLY INC	22774	0	HOLT- NAME PLATE, JOB SHIRT	147.94	.00	
7793	FIREGROUND SUPPLY INC	22828	0	HOLT- JACKET, PULL ON BOOTS	259.00	.00	
Total 10.523.02.301 UNIFORMS:					600.86	.00	
Total AMBULANCE/PARAMEDIC:					35,844.58	35,243.72	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.524.02.299 OTHER CONTRACTUAL SERVICES							
13205	KUUSAKOSKI US LLC	A-11334	0	ELECTRONIC RECYCLING	1,140.03 ✓	.00	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:					1,140.03	.00	
Total GARBAGE:					1,140.03	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	AUGUST 2023	0	HEALTH INSURANCE; AUGUST 2023	20,758.30	20,758.30 ✓	08/02/2023
Total 10.525.01.250 EMPLOYEE BENEFITS:					20,758.30	20,758.30	
10.525.25.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3017246055 7/202	0	1 S CENTRAL LITE RT/25; 6/7-7/7/23	316.11 ✓	.00	
13411	AEP ENERGY	3017246077 7/202	0	118 S VILLA AVE; 6/7-7/7/23	48.17 ✓	.00	
237	COMMONWEALTH EDISON CO	0179073093 6/2023	0	889 W NO STREETLGHTS; 6/6-7/6/23	51.82 ✓	.00	
237	COMMONWEALTH EDISON CO	0969040060 6/2023	0	TRAFFIC SIGNALS; 6/7-7/7/23	313.49 ✓	.00	
237	COMMONWEALTH EDISON CO	3779053023 6/2023	0	STREETLIGHTS 2; 6/5-7/5/23	25.50 ✓	.00	
237	COMMONWEALTH EDISON CO	5763147089 6/2023	0	STREETLIGHTS 1; 5/31-6/9/23	53.74 ✓	.00	
Total 10.525.25.219 UTILITY - ELECTRIC:					808.83	.00	
10.525.27.342 ASPHALT MIX							
326	DUPAGE MATERIALS COMPANY LLC.	22611	0	HMA SC N50 D 9.5	163.83 ✓	.00	
326	DUPAGE MATERIALS COMPANY LLC.	22681	0	HMA SC N50 D 9.5	133.52 ✓	.00	
Total 10.525.27.342 ASPHALT MIX:					297.35	.00	
Total STREET:					21,864.48	20,758.30	
Total CORPORATE FUND:					283,904.33	246,158.14	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
26.502.01.299 OTHER CONTRACTUAL SERVICES							
7835	STORINO RAMELLO & DURKIN	88888	0	LEGAL SERVICE - NORTH ARDMORE (TIF 6)	204.75 ✓	.00	
Total 26.502.01.299 OTHER CONTRACTUAL SERVICES:					204.75	.00	
Total GENERAL:					204.75	.00	
Total TIF 6 FUND-NO ARDMORE/VERMONT:					204.75	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
28.502.01.299 OTHER CONTRACTUAL SERVICES							
7835	STORINO RAMELLO & DURKIN	88885	0	LEGAL SERVICES ST CHARLES TIF	1,813.50	.00	
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:					1,813.50	.00	
Total GENERAL:					1,813.50	.00	
Total TIF 4 FUND - ST. CHARLES RD:					1,813.50	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
29.502.01.299 OTHER CONTRACTUAL SERVICES							
7835	STORINO RAMELLO & DURKIN	88889	0	LEGAL SERVICE - NORTH ARDMORE (TIF 3)	156.00 ✓	.00	
Total 29.502.01.299 OTHER CONTRACTUAL SERVICES:					156.00	.00	
Total GENERAL ADMINSTRATION:					156.00	.00	
Total TIF 3 FUND - NORTH AVENUE:					156.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	AUGUST 2023	0	HEALTH INSURANCE; AUGUST 2023	14,877.16	14,877.16 ✓	08/02/2023
Total 35.502.01.250 EMPLOYEE BENEFITS:					14,877.16	14,877.16	
35.502.16.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	8668740009 6/2023	0	TENNIS CRTS; 6/2-7/23/23	173.61 ✓	.00	
Total 35.502.16.219 UTILITY - ELECTRIC:					173.61	.00	
Total GENERAL:					15,050.77	14,877.16	
Total RECREATION FUND:					15,050.77	14,877.16	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0603100125 6/2023	0	TWIN LAKES; 6/23-7/25/23	39.46 ✓	.00	
237	COMMONWEALTH EDISON CO	9006795007 6/2023	0	ROTARY PARK; 6/5-7/5/23	35.20 ✓	.00	
Total 36.502.01.219 UTILITY - ELECTRIC:					74.66	.00	
36.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	AUGUST 2023	0	HEALTH INSURANCE; AUGUST 2023	16,282.56	16,282.56 ✓	08/02/2023
Total 36.502.01.250 EMPLOYEE BENEFITS:					16,282.56	16,282.56	
36.502.02.319 ATHLETIC FIELD MATERIALS							
12641	SPORTSFIELDS INC	23490	0	TWIN LAKES BASEBALL FIELD IMPROVEMENTS	2,572.59 ✓	.00	
Total 36.502.02.319 ATHLETIC FIELD MATERIALS:					2,572.59	.00	
36.502.02.322 HAND TOOLS							
10505	CENTRAL TURF & IRRIGATION	7677375-00	0	PRUNERS AND DEADBLOW HAMMER	106.17 ✓	.00	
Total 36.502.02.322 HAND TOOLS:					106.17	.00	
36.502.02.325 GENERAL EQUIPMENT PARTS							
642	RUSSO'S POWER EQUIPMENT INC	SPI20325573	0	TRACTOR TIRES; TRIMMER LINE	557.80 ✓	.00	
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:					557.80	.00	
Total GENERAL:					19,593.78	16,282.56	
Total PARKS FUND:					19,593.78	16,282.56	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	7748424005 6/2023	0	JEFF POOL; 6/6-7/6/23	1,595.56	.00	
Total 41.502.01.219 UTILITY - ELECTRIC:					1,595.56	.00	
Total GENERAL:					1,595.56	.00	
Total SWIMMING POOL FUND:					1,595.56	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	AUGUST 2023	0	HEALTH INSURANCE; AUGUST 2023	4,206.68	4,206.68 ✓	08/02/2023
Total 60.502.02.250 EMPLOYEE BENEFITS:					4,206.68	4,206.68	
60.502.02.299 OTHER CONTRACTUAL SERVICES							
13166	SEILER INSTRUMENT MANUFACTURIN, I	INV-10113	0	BLUEBEAM ELECTRONIC PLAN REVIEW SOFTWA	282.00 ✓	.00	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:					282.00	.00	
60.502.03.292 ENGINEERING SERVICES							
12917	STRAND ASSOCIATES INC.	0199615	0	BIERMANN & MYRTLE IMPROVEMENT PROJECT	6,481.05 ✓	.00	
Total 60.502.03.292 ENGINEERING SERVICES:					6,481.05	.00	
Total GENERAL:					10,969.73	4,206.68	
Total STREET IMPROVEMENT FUND:					10,969.73	4,206.68	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY							
7016	CONWAY SHIELDS	0508541	0	FERNO TRANSCEND STAIR CHAIRS	23,840.00	.00	
13808	RUSH TRUCK CENTER CAROL STREAM	39544589	0	REPAIRS TO TRUCK #9	46,848.36	46,848.36	08/01/2023
Total 65.502.02.401 CAPITAL OUTLAY:					70,688.36	46,848.36	
Total GENERAL:					70,688.36	46,848.36	
Total EQUIPMENT REPLACEMENT FUND:					70,688.36	46,848.36	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	AUGUST 2023	0	HEALTH INSURANCE; AUGUST 2023	12,666.62	12,666.62 ✓	08/02/2023
Total 82.502.01.250 EMPLOYEE BENEFITS:					12,666.62	12,666.62	
82.502.02.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0005158074 6/2023	0	520 N PRINCETON; 6/7-7/7/23	179.71 ✓	.00	
237	COMMONWEALTH EDISON CO	0233060038 6/2023	0	CENTRAL PUMPING STN; 6/7-7/7/23	180.49 ✓	.00	
237	COMMONWEALTH EDISON CO	6152211004 6/2023	0	WTR/SWR; 6/6-7/6/23	126.57 ✓	.00	
237	COMMONWEALTH EDISON CO	6667072019 6/2023	0	WELL #2; 6/5-7/5/23	.06 ✓	.00	
Total 82.502.02.219 UTILITY - ELECTRIC:					486.83	.00	
82.502.02.292 ENGINEERING SERVICES							
12917	STRAND ASSOCIATES INC.	0199615	0	BIERMANN & MYRTLE IMPROVEMENT PROJECT	5,932.65 ✓	.00	
Total 82.502.02.292 ENGINEERING SERVICES:					5,932.65	.00	
Total GENERAL:					19,086.10	12,666.62	
Total WATER SUPPLY FUND:					19,086.10	12,666.62	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	AUGUST 2023	0	HEALTH INSURANCE; AUGUST 2023	3,661.36	3,661.36	08/02/2023
Total 83.502.01.250 EMPLOYEE BENEFITS:					3,661.36	3,661.36	
83.502.02.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0007134036 6/2023	0	WESTLANDS LIFT STN; 6/7-7/7/23	37.28	.00	
237	COMMONWEALTH EDISON CO	0045126092 6/2023	0	NORTH & YALE; 6/23-7/25/23	165.46	.00	
237	COMMONWEALTH EDISON CO	0051086116 6/2023	0	900 N VILLA; 6/23-7/25/23	336.61	.00	
237	COMMONWEALTH EDISON CO	0063015145 6/2023	0	S VILLA LIFT STN; 6/7-7/7/23	469.39	.00	
237	COMMONWEALTH EDISON CO	0375103058 6/2023	0	RT 83 LIFT STN; 6/7-7/7/23	37.34	.00	
237	COMMONWEALTH EDISON CO	0474090018 6/2023	0	YALE/RIDGE LIFT STN; 6/7-7/7/23	88.05	.00	
Total 83.502.02.219 UTILITY - ELECTRIC:					1,134.13	.00	
83.502.02.292 ENGINEERING SERVICES							
12917	STRAND ASSOCIATES INC.	0199615	0	BIERMANN & MYRTLE IMPROVEMENT PROJECT	398.83	.00	
Total 83.502.02.292 ENGINEERING SERVICES:					398.83	.00	
83.502.02.401 CAPITAL OUTLAY							
13187	XYLEM DEWATERING SOLUTIONS INC	401024403	0	SHIPPING FOR 6" GODWIN PUMP	1,062.50	.00	
Total 83.502.02.401 CAPITAL OUTLAY:					1,062.50	.00	
Total GENERAL:					6,256.82	3,661.36	
Total WASTEWATER FUND:					6,256.82	3,661.36	
Grand Totals:					430,496.53	344,700.88	

	Amount Paid
CASH ALLOCATIONS FUND	
Total CASH ALLOCATIONS FUND:	1,176.83
CORPORATE FUND	
Total CORPORATE FUND:	283,904.33
TIF 6 FUND-NO ARDMORE/VERMONT	
Total TIF 6 FUND-NO ARDMORE/VERMONT:	204.75
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	1,813.50
TIF 3 FUND - NORTH AVENUE	
Total TIF 3 FUND - NORTH AVENUE:	156.00
RECREATION FUND	
Total RECREATION FUND:	15,050.77
PARKS FUND	
Total PARKS FUND:	19,593.78
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	1,595.56
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	10,969.73
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	70,688.36
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	19,086.10

	Amount Paid
WASTEWATER FUND	
Total WASTEWATER FUND:	6,256.82
Grand Totals:	430,496.53

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

DATE 8/3/23 APPROVED BY .....

.....

.....

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF0807","0801 INT","0802 INT","0807"

Village Board of Trustees Agenda Item Report

Meeting Date: August 14, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Minutes
Agenda Section: Consent Agenda

Subject:
Minutes from the Board of Trustees Meeting on July 24, 2023.

Suggested Action:

Attachments:
Minutes Village Board of Trustees on July 24 2023.docx

Next ORD No. 4354
Next RESO No. 23-44

VILLAGE OF VILLA PARK

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

Village Board of Trustees

July 24, 2023 **7:00 PM**

Village President Nick Cuzzone

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

MINUTES OF THE FORMAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON JULY 24, 2023

1. Call to Order – Roll Call.
President Cuzzone called the meeting to order and Clerk Korynecky called the roll.
Trustee Cordova was absent.

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

President Cuzzone asked that Items **6.a.** and **6.b. Presentations** be conducted at this time.

3. Public Comments on Agenda Items.
President Cuzzone read an email from resident Val Hopkins who referred to Item. 10.b. and spoke against the cell tower for public safety reasons.

4. Amendments to the Agenda.

5. Proclamations.

6. Presentations.
6.a. Presentation of winning entries from July 4th Parade by Standard Equipment and Safari Land.
Manager Harline said VFW Post 2801 organized the parade and introduced Commander JB Blankshain who thanked all the participants. Manager Harline also introduced Chris Troiola from Safari Land and Jerry Donlon from Standard Equipment who announced the winners and presented them with certificates.

6.b. Presentation from Upland Design on OSLAD Grant Application.
Michelle Kelly, Principal Landscape Architect at Upland Design, gave an updated PowerPoint presentation and responded to questions from the board.

7. Consent Agenda.
7.a. Bill Listing from the Weeks of July 10 and 17 in a Total Amount of $1,327,537.73.
7.b. Minutes of the Committee of the Whole Meeting and Board of Trustees Meeting from July 10, 2023.
Motion to approve Consent Agenda was made by Trustee Corkery and seconded by Trustee Alfano. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Patrick, Kumar, Alfano, Kozar, Corkery and President Cuzzone. There were no nays. Motion carried.

8. First Reading on Ordinances to be Codified.

9. Second Reading on Ordinances to be Codified.

10. Ordinances.

10.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Authorizing the Execution of a Non-Exclusive Public Utility Easement Agreement Between Chicago SMSA Limited Partnership D/B/A Verizon Wireless and the Village of Villa Park, Illinois.

This ordinance, if approved, would grant Verizon Wireless a permanent utility easement along the south property line of the Public Works facility located at 729 N. Ardmore Avenue. Verizon wishes to bore and insert fiber optic cable in conduit to connect to a cellular tower on the site. This would improve Verizon service in the area. Village staff proposes a price of $3,000 for non-exclusive access to this 8' x 237' easement ($1.58/sq. ft.). Staff recommends approval of the ordinance.

Motion to approve the ordinance was made by Trustee Corkery. Motion failed for lack of a second. Trustee Kozar asked that the ordinance be discussed in closed session. Attorney Wolf said she would incorporate the request into approval for Executive Session.

10.b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Authorizing a Special Use to Allow for the Installation and Construction of a New Wireless Telecommunications Tower and Antenna in the RS-7.5 Residential Single-Dwelling District for the Property Located at 1250 S. Ardmore Avenue in the Village of Villa Park, Illinois.

The petitioner, Tony Phillips of Kendall Communications, is seeking approval of a Special Use for a Wireless Telecommunications Facility (new cell tower) located at 1250 S. Ardmore Avenue, which is Willowbrook High School. The property owner is DuPage High School District 88. Staff recommends approval of the ordinance granting Petition PZ-23-02 for a Special Use for a new Wireless Telecommunications Facility located at 1250 S. Ardmore Avenue as depicted on Exhibit A with stated conditions.

Motion to approve the ordinance was made by Trustee Corkery and seconded by Trustee Kumar. Attorney Wolf pointed out a typographical error that had been corrected. Ryan Domeracki, District 88 Chief Financial Officer, spoke in favor of the ordinance and the services it will provide and responded to questions from the board. Tony Phillips with Kendall Communications introduced Jason Woodward, with the cell tower company, who provided additional information and responded to questions from the board. Police Chief Rivas and Fire Chief Stapleton responded to questions from the board. Motion to postpone the ordinance to the August 28, 2023 meeting was made by Trustee Kumar and seconded by Trustee Patrick. Attorney Wolf informed the board of the timing related to this matter. Roll call vote tallied six (6) ayes made by Trustees Corkery, Kozar, Kumar, Patrick, Alfano and President Cuzzone. There were no nays. Motion carried.

11. Resolutions.

11.a. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Execution of an Agreement Between the Village of Villa Park, Illinois, and ECS Midwest, LLC of Buffalo Grove, Illinois, for Professional Services related to Construction Material Testing Related to Foundations, Concrete, Masonry, Structural Steel and Asphalt Paving for the Lions Park Recreational Center Project in an Estimated Amount of $25,937.50.

This resolution authorizes an agreement with ECS Midwest, LLC of Buffalo Grove, Illinois, for professional services for the Villa Park Lions Recreation Center related to construction material testing related to foundations, concrete, masonry, structural steel and asphalt paving for the Lions Park Recreational Center Project in an estimated amount of $25,937.50. Staff recommends approval of the resolution.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Kumar. Parks and Recreation Director Gola provided additional information on material testing and responded to questions from the board. Roll call vote tallied six (6) ayes made by Trustees Corkery, Kozar, Kumar, Patrick, Alfano and President Cuzzone. There were no nays. Motion carried.

11.b. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Execution of an Agreement Between the Village of Villa Park, Illinois, and ECS Midwest, LLC of Buffalo Grove, Illinois, for Professional Services Related to Construction Material Testing Related to Excavation Foundation and Mass Grading for the Lions Park Recreational Center Project in an Estimated Amount of $15,135.00.

Staff recommends approval of a resolution authorizing an agreement with ECS Midwest, LLC of Buffalo Grove, Illinois, for professional services for the Villa Park Lions Recreation Center for construction material testing related to excavation foundation and mass grading for the Lions Park Recreational Center Project in an estimated amount of $15,135.00.

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

11.c. A Resolution of the Village of Villa Park, DuPage County, Illinois, Adopting the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan.
This resolution is to adopt the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan for the Village of Villa Park and naming Public Works Deputy Director Rich Salerno as the Village's representative. This plan is an update to the 2018 plan as they are required to be updated every 5 years. The DuPage County Board on June 27, 2023, and the plan is Approved Pending Adoption (APA) with FEMA. Adoption of the plan is required to make the Village of Villa Park eligible for federal Hazard Mitigation Assistance (HMA) grant funding. Staff recommends approval of the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan.
This item satisfied the Long-Term Complex Strategic Goal "Engage and be proactive in regional planning efforts and activities."
Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Kumar. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Kozar, Corkery, Kumar, Patrick, Alfano and President Cuzzone. There were no nays. Motion carried.

11.d. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing Certain Agreements with Enterprise FM Trust to Provide Fleet Management Services for the Village.
This resolution authorizes the Village Manager to execute the necessary agreements with Enterprise FM Trust for fleet management services. Due to deferring replacement of vehicles, the Village is currently well behind schedule. At the current rate of replacement, we may soon hit a point where we may be unable at times to put people in a functioning vehicle as needed. Staff has researched the benefits of entering into an agreement with Enterprise Fleet Management, Inc. to update our rolling stock and negotiate these agreements. Staff recommends approval of the resolution.
Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Alfano. Manager Harline provided clarification on the leasing agreement and its benefits for the Village. He also said he would provide the board with a list of the first 12 vehicles in the leasing agreement. Roll call vote tallied six (6) ayes made by Trustees Kumar, Corkery, Kozar, Alfano, Patrick and President Cuzzone. There were no nays. Motion carried.

11.e. A Resolution of the Village of Villa Park, DuPage County, Illinois, Waiving Competitive Bidding and Authorizing the Village Manager the Purchase of a 2023 Ford Escape for the Public Works Department at a Cost Not to Exceed $35,000.00.
The 2023 Village Budget included a replacement for Public Works vehicle 63, a 2009 Toyota Prius, due to age of the vehicle and the lithium battery for the hybrid. Public Works is recommending the purchase of a 2023 Ford Escape AWD for a cost not to exceed $35,000.00. The current demand for vehicles in the marketplace has prevented the Village from acquiring vehicles through a competitive bid which was done previously. This vehicle is available through a local dealership allowing this vehicle to be acquired within this budget year. The proposed resolution will vest the Village Manager with the authority to purchase a 2023 Ford Escape AWD, or other substantially similar and comparable vehicle, for the Public Works Department through a dealership and without competitive bidding at a cost not to exceed $35,000.00.
Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Corkery. Public Works Director Guerra provided additional information. Roll call vote tallied six (6) ayes made by Trustees Alfano, Kumar, Patrick, Corkery, Kozar and President Cuzzone. There were no nays. Motion carried.

11.f. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Builders Paving, LLC of Hillside, Illinois, for Construction of the 2023 Rebuild Illinois Resurfacing Project in an Amount Not to Exceed $1,160,000.00.
This resolution authorizes the Board President to execute a contract with Builders Paving, LLC of Hillside, Illinois, for the construction of the 2023 Rebuild Illinois Resurfacing Project in an amount not to exceed $1,160,000.00. Builders Paving, LLC of Hillside, Illinois, submitted the lowest responsible bid. Funding for construction would be from the Street Improvement Fund (Capital) and the Motor Fuel Tax Fund. The project is included in the FY 2023 budget and includes resurfacing of parts of Central Boulevard, East Congress Street, South Cornell Avenue, South Harvard Avenue and East Van Buren Street.
This item satisfies the Strategic Short-Term Complex Goal #1 "Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc."

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

11.g. A Resolution of the Village of Villa Park, DuPage County, Illinois, for Improvement Under the Illinois Highway Code for the Use of Rebuild Illinois G.O. Bond Proceeds for a Portion of the Construction of the 2023 Rebuild Illinois Resurfacing Project (Section 22-00102-00-RS).
The Village plans to utilize the remaining portion of the Rebuild Illinois G.O. Bond proceeds it received from the Illinois Department of Transportation (IDOT) to fund most of the construction of the 2023 Rebuild Illinois Resurfacing Project. The Village received a total of $1,443,559.80 in bond funds. Of this amount, $342,816.96 was utilized for the construction of the 2022 Rebuild Illinois Surfacing Project, leaving $1,100,742.84 in bond funds remaining for this project. This project is IDOT Section 22-00102-00-RS and this resolution, in this format, is required by IDOT to allow the use of these funds. Staff recommends approval of this resolution.
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."
Motion to approve the resolution was made by Trustee Corkery and seconded by Trustee Kumar. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Patrick, Corkery, Kozar, Alfano, Kumar and President Cuzzone. There were no nays. Motion carried.

11.h. A Resolution of the Village of Villa Park, DuPage County, Illinois, for Improvement Under the Illinois Highway Code for the Use of Motor Fuel Tax Funds for a Portion of the Construction of the 2023 Rebuild Illinois Resurfacing Project (Section 22-00102-00-RS).
The Village plans to utilize a portion of the Motor Fuel Tax (MFT) funds it receives from the Illinois Department of Transportation (IDOT) to supplement the construction of the 2023 Rebuild Illinois Resurfacing Project. The MFT funds would cover the portions of the Rebuild Project that are not eligible for bond funds and would also cover any project costs that exceed the Village's allotment of bond funds. This project is IDOT Section 22-00102-00-RS and this resolution, in this format, is required by IDOT to allow the use of these funds. Staff recommends approval of this resolution.
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."
Motion to approve the resolution was made by Trustee Corkery and seconded by Trustee Alfano. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Kozar, Kumar, Patrick, Corkery, Alfano and President Cuzzone. There were no nays. Motion carried.

11.i. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Agreement with Strand Associates, Inc. of Joliet, Illinois, for Phase III Construction Engineering Services for the 2023 Rebuild Illinois Resurfacing Project in an Amount Not to Exceed $123,800.00.
The 2023 Rebuild Illinois Resurfacing Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project's objective is to improve the condition of the roadway of various Village streets. Staff recommends approval of an engineering services agreement with Strand Associates, Inc. of Joliet, Illinois, for Phase III construction engineering of the 2023 Rebuild Illinois Resurfacing Project in an amount not to exceed $123,800.00. Funding for these engineering services would be from the Street Improvement Fund (Capital).
This item satisfies the Short-Term Complex Strategic Plan Goal #1 "Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc."
Motion to approve the resolution was made by Trustee Corkery and seconded by Trustee Patrick. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Kumar, Kozar, Corkery, Alfano, Patrick and President Cuzzone. There were no nays. Motion carried.

11.j. A Resolution of the Village of Villa Park, DuPage County, Illinois, Waiving the Competitive Bidding and Authorizing the Purchase of a 2023 Dodge Durango Pursuit Police Vehicle Through Bosak Motors of Merrillville, Indiana, in the Total Amount of $41,751.25.
On May 22, 2023, an officer was conducting a traffic stop when another vehicle struck the rear and damaged car 197, a 2020 Ford Explorer Interceptor, was determined a total loss by IRMA. Staff conducted a nationwide search for a replacement vehicle and was able to locate an in-stock 2023 Dodge Durango available at Bosak Motors of Merrillville, Indiana, for the total cost of $41,751.25. The Village will receive $26,674 for the totaled Ford Explorer plus an additional $8,000 for the removal and re-installation

of equipment. The total purchase cost will be paid from 10.520.09.401 with the offsetting revenues placed in the General Fund.
Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Alfano. Assistant Village Manager McVey provided additional information. Roll call vote tallied six (6) ayes made by Trustees Corkery, Kumar, Patrick, Kozar, Alfano and President Cuzzone. There were no nays. Motion carried.

11.k. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Execution of an Open Space Land Acquisition and Development (OSLAD) Grant Program Application to the Illinois Department of Natural Resources for the Lions Park Development Project in the Village of Villa Park.
The Parks and Recreation Department would like to provide additional outdoor recreation amenities to Village residents at Lions Park. The Department would like to construct a new basketball court and playground along with the addition of various recreational components including two (2) pickleball courts, shelter by playground, senior area, pollinator garden with interpretive sign and storywalk, all based on community input. The Parks and Recreation Commission and staff unanimously recommend the Village Board adopt a resolution to permit Upland Design Ltd. of Plainfield, Illinois, to complete Lions Park design services and submit, on behalf of the Village, an Open Space Land Acquisition and Development (OSLAD) grant application for the maximum grant award amount of $600,000. This is a matching grant where the Village of Villa Park would also commit to funding $600,000 for the project. Funds of $300,000 will be budgeted in both the 2024 and 2025 budget years.
Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Kumar. Director Gola provided additional information and responded to questions from the board. Roll call vote tallied six (6) ayes made by Trustees Kozar, Corkery, Kumar, Patrick, Alfano and President Cuzzone. There were no nays. Motion carried.

12. Public Comments on Non-Agenda Items.
Resident Larry Hebert asked about violations related bicyclists riding 2 or 3 abreast on the street. Chief Rivas said 2 can ride abreast if they stay in the lane, otherwise it could be a violation. Larry Hebert also asked about the electric aggregation notice he received and asked if it was a hoax. Manager Harline explained the program and its benefits but residents can opt out if they choose. Some discussion ensued on better use of the Village's social media to inform residents about new programs.

13. New Business.

14. Village Commission Reports.
14.a. Environmental Concerns Commission
Acceptance of Minutes from the May 25, 2023 Meeting.
14.b. Board of Fire and Police Commission
Acceptance of Minutes from the April 25, 2023 and May 23, 2023 Meetings.
14.c. Economic Development Commission
Acceptance of Minutes from the May 17, 2023 Meeting.
14.d. Video Production Commission
Acceptance of Minutes from the April 12, 2023 Meeting.
14.e. Environmental Concerns Commission (Bike, Pedestrian and Transit Subcommittee)
Acceptance of Minutes from the June 22, 2023 Meeting.

15. Village Clerk's Report.
Clerk Korynecky reminded residents of the final Kiwanis summer concert on Wednesday, July 26, at 6:30 p.m. at the gazebo.

16. Village Trustees' Report.
Trustee Patrick referred to an email from resident Steve DeLaRosa and asked that Village staff respond to him. He referred to a letter from Joe Amore regarding updating prevention hotline signage to include the new 988 suicide prevention hotline. He referred to an email he sent to the board to better utilize Village commissions and asked for board response. He referred to the Lions Park public input meeting regarding the OSLAD grant and expressed his concerns about the need for a new liner at Jefferson Pool and planning for the future of the pool. He asked for input from residents and the business community on the Comprehensive Plan. He also thanked the Village for awarding certificates tonight to winners from the 4th of July parade.

Trustee Kozar had no report or recommendations.
Trustee Alfano announced National Night Out on August 1 from 5:30 to 8:00 p.m. at the Historical Museum. She congratulated the Mariners on their swim season. She asked residents to participate in providing input for the Comprehensive Plan. She commented on the electric aggregation program and said the Village should have done better in communicating it to residents. She also announced Coffee with the Board on August 5.
Trustee Kumar referred to the Comprehensive Plan and asked Village staff to do an intensive job in informing residents to fill out the surveys.
Trustee Corkery reminded residents that the Summer Shakespeare performance is at 7 p.m. on July 28 and 29 and on August 4 and 5.

17. Village President's Report.
President Cuzzone said Coffee with the Board is on Saturday, August 5 at 9 a.m. at Village Hall. He said he and Manager Harline met with Representative Sherlock at the Managers and Mayors meeting and thanked her on her efforts for Villa Park. He also congratulated Trustee Kumar's daughter on her recent dance performance.

18. Village Manager's Report.
18.a. School District 45 Maintenance and Facility Use Agreement Update.
Manager Harline provided an update and said he is still negotiating with District 45. He referred to the Village social media sites and asked that the board share posts from the Village regarding the electric aggregation program.

19. Executive Session.
19.a. Pursuant to 5ILCS 120/2:
(c)(1) regarding the appointment, employment, compensation, discipline, performance or dismissal of specific employees.
(c)(6) for the setting of a price for sale or lease of property owned by the public body.
Motion to approve Executive Session was made by Trustee Kumar and seconded by Trustee Corkery. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Patrick, Corkery, Kumar, Kozar, Alfano and President Cuzzone. There were no nays. Motion carried.

20. Adjournment.
Motion to adjourn was made by Trustee Corkery and seconded by Trustee Kozar. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 10:18 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting Scheduled on August 14, 2023.

Village Board of Trustees Agenda Item Report

Meeting Date: August 14, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Minutes
Agenda Section: Consent Agenda

Subject:
Minutes from Coffee with the Board Meeting on August 5, 2023

Suggested Action:

Attachments:
Minutes Coffee with Board August 5 2023- finalized 2.pdf

MINUTES
Coffee with the Board

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

August 5, 2023 **9:00a.m.**

Village Board Present: President N. Cuzzone, Trustee J. Kozar, Trustee C. Alfano.

Attendees: Donna Noxon, Christine Murphy, J. Squires, Vicki Flaskamp, Cheryl Tucker, Al Bulthuis, Kevin L., Larry H., Laurel Schiller, Representative Blair-Sherlock, Anne Marie, Steve, Rolf Lukant, Mr. Hernandez and additional unknown attendees.

Executive Assistant to Village Manager, Cheryl Wagner present.

Meeting called to order at 9:00 A.M.

Discussion Items:

President Cuzzone opened the floor. Representative Blair-Sherlock stood and advised she was asked to be at Coffee with the Board today, and while she is involved with the Village to assist with things like the Grant she was able to help the Village get, she has no control over Village matters. She did mention she has Town Halls every month and advised her webpage has a Zoomlink to join the meetings.

Larry Hebert advised difficulty with the website and was unable to get to the Comprehensive Plan. He said he would try to reach the Communication Specialist for assistance next week. Trustee Alfano tried to access the link and was able to do so. Mr. Hebert inquired about striping Villa Avenue and advised he had dropped off paperwork to the Public Works building. He wanted to know how long it would take. Vicki Flaskamp advised it was part of the previous Traffic & Safety meeting.

Donna Noxon advised safety is an issue along the Prairie Path and Great Western Trail street crossings. She said there have been accidents between trail users and vehicles. Motorized scooter bikes were discussed and deemed a problem as well.

A request was made for a list of Trustees that are Liaisons to the Commissions. President Cuzzone advised he would provide a list.

Laurel Schiller appreciated the plans/sign by Lufkin Park. She is upset Lions Field does not have one. She inquired what would be on the site. President Cuzzone described the future plans and advised there would be a sign as soon as the project gets to that point. Trustee Alfano discussed the Parks and Recreation Advisory Commission Input Meeting, and what residents want to have at Lions Park.

Donna clarified to Laurel that Lions and Lufkin are two different projects and grants. Trustee Alfano mentioned the OSLAD grant was for $600K, rather than the normal $400K, which is good for the Village. President Cuzzone discussed the list of items planned for the Recreation Center.

Laura Schiller inquired about a parking garage at the Union development. President Cuzzone advised the development will be mixed use-commercial and residential parking with 100 public parking spaces.

Representative Blair-Sherlock inquired about the project along the tracks on Ardmore. President Cuzzone advised the project is moving and finance issues are close to resolution. President Cuzzone discussed the RDA and advised the Village is working on solutions and hopes the digging will begin in fall.

Laurel Schiller advised the parking and bushes along Wildwood is a problem with the one-sided parking. Donna advised trees are dropping limbs and inquired about who to call. President Cuzzone advised attendees to contact Public Works.

Laurel's next inquiry was about commercial vehicle parking restrictions. President Cuzzone suggested she contact the police if she sees this happening regularly.

Vicki Flaskamp inquired about the Union project at 110 S. Villa. President Cuzzone advised we are working on a Redevelopment Agreement and hope to break ground in Spring 2024.

A discussion started about the Code in relation to cars parked on residential grass lots. Numerous people added to the conversation. President Cuzzone advised all cars must be operational and have valid registration/plates. Al B. said he believes vehicles must be parked on hard surfaces.

Ann Marie asked what an RDA is. President Cuzzone advised an RDA (Redevelopment Agreement) states who does what in the agreement. The discussion of TIFs came up and projects that use public funds.

Laurel Schiller brought up Jefferson Pool. Nick advised Donna is a Commissioner on the Parks and Rec Advisory Commission and could discuss the pool status. Donna advised the liner was to be replaced as well as other items. President Cuzzone advised we have to see how other projects pan out first. Cheryl Tucker advised the Village has been doing upgrades, and the pool is 60 years old. The liner replacement would last 8-10 years, but the focus right now is on the new Recreation Center, and we need to get that set first. Someone brought up the recent heater troubles, Trustee Alfano advised she believes the new heater is coming soon. Ann Marie advised it has been 2 weeks and expressed her disapproval.

Representative Blair-Sherlock advised in terms of a pool that our north-side residents feel they're treated differently than south-side residents. Vicki agreed the north-side feels slighted, said we need to redo or replace the pool. She felt the input meeting on the July 17th was to advise residents that baseball field renovations at Lions would stop us from doing improvements for 20 years. Multiple people discussed the baseball fields not being part of the OSLAD Grant. President Cuzzone advised the Grant money was not for the baseball fields, and they would be maintained by the Village. He advised that once the Recreation Center is completed the ball field will undergo renovations. Discussions start about the pool again. Trustee Alfano advised there were no specifics as to where a pool would be going. Cheryl Tucker advised the July 17th meeting was for resident input on the amenities for the Rec Center. Donna mentioned Grants are item specific, and you must use the money for the items as specified in the Grant. President Cuzzone clarified last year's Grant was for Lufkin Pond Park, this year's Grant is for the Recreation Center. A discussion ensued about when the Grant will be announced (early 2024).

Laurel Schiller inquired about Splash Pads. Ann Marie asked if it would be free to anyone or just Villa Park. Donna described Splash Pads as a concrete slab with water connected to spray out at various locations.

Ann Marie brought up the Electric Aggregation Program with MC^2. Larry Hebert referred her to the handout the Village provided with the Ordinances regarding the renewal of the Electric Aggregation Program, and thanked the Village for doing so. Discussions ensued on the topic, and it was discussed by attendees, staff and Board members. Trustee Alfano advised Communication is the issue. President

Cuzzone mentioned we have a Communication Specialist to assist in getting information out, and it was on the website and other places. Trustee Kozar read one format of the MC^2 letter a resident receive. He advised better communication was needed. He felt the garbage roll-out and the electric aggregation program could have been communicated better with the residents. He suggested using the water bill mail out as a way to put information out there. He also suggested a FAQ button on the main page of the Village website. President Cuzzone advised the information was on the website, and questions could be directed to NIMEC or MC^2. Donna mentioned she has solar panels and discussed the cost of her electric bill. Others discussed past experiences with similar programs.

A resident discussed Washington's street sign. He was upset it reads Street and it should be Boulevard. He said he wants it changed.

Rolf advised we had 17 people at Coffee with the Board and asked what the Village believes the biggest issues are. A discussion ensued, and they asked President Cuzzone the issues he believes the residents are most concerned with. He advised speeding and parking are the biggest issues.

Nancy Perlman thanked the Board members for "tabling" the Cell tower matter. She went on to discuss radiation, over saturation and statistics. Mr. Hebert explained the real purpose for the cell tower was to help first responders in case of emergencies at the school. He advised there are dead areas that create safety issues, especially if they involve shootings. Rolf agreed, and said the cell tower is for the benefit of many people. Nancy discussed biological harm to people, plants and animals. President Cuzzone advised there are no updated guidelines, and the matter is set for the August 28th Agenda. Trustee Kozar advised Planning and Zoning is a Commission that make recommendations; and they recommended the variance to put it in. The topic of hardship came up and President Cuzzone advised a variance must not be for monetary purpose or gain. Rolf asked what the hardship was, but there was no response. Trustee Alfano advised those are good questions and also wanted to know the hardship. Safety was mentioned. Another resident advised safety was not the issue, and said Trustee Patrick said our First Responders were happy with the cell services as they are. Nancy Perlman said you can talk about the health issue, but you can't vote on it. President Cuzzone advised health cannot be a reason to disallow a cell tower. Nancy Perlman advised she had given a message to the Clerk and requested it be forwarded to all the Trustees. Trustee Kozar advised the residents to go to the Village website and they can email their feelings to each of the Trustees directly from the site links. He also mentioned the cell tower recommendation was from the Planning and Zoning Commission.

Mr. Hernandez discussed the Electric Aggregation Program and advised he did not like to be told what to do with regard to his bills. He did not feel the Village has the right to sign him up.

No other attendees wished to speak.

Meeting adjourned 11:00am.

Respectfully submitted,
President Cuzzone

Village Board of Trustees Agenda Item Report

Meeting Date: August 14, 2023
Submitted by: Marc McLaughlin
Submitting Department: Community Development
Item Type: Ordinances
Agenda Section: Ordinances

Subject:
Ordinance Authorizing a Variation for a minimum side yard setback of 4' instead of 6' located at 613 S Cornell Ave

Suggested Action:
The Petitioner/Property Owner, Michael McCarthy, is seeking approval of a Variation for a side yard setback of 4’ instead of the required 6’ from Table 2-3 of Article 2, Section 2.3. – Lot and Building Regulations of the Zoning Ordinance located at 613 S Cornell Ave.

Attachments:
Board Memo - 613 S Cornell Ave - Variation.pdf
Villa Park Ordinance Authorizing Variation for 613 S. Cornell.docx
PZ-23-08 - Plat of Survey and Elevations - 613 S Cornell Ave Variation.pdf
PZ-23-08 Minutes 7-13-23.pdf

Memo

To: Matthew Harline, Village Manager

From: Marc McLaughlin, AICP, GISP, Director of Community Development

Date: August 14, 2023

Re: Petition PZ-23-08 – 613 S Cornell Ave – Variation

The Petitioner/Property Owner, Michael McCarthy, is seeking approval of a Variation for a side yard setback of 4' instead of the required 6' from Table 2-3 of Article 2, Section 2.3. – Lot and Building Regulations of the Zoning Ordinance located at 613 S Cornell Ave.

The subject property is a one-story single dwelling home with a nonconforming side yard setback of 4.47 feet. The Petitioner is proposing to build a second-story addition directly over the current structure. By building vertically, the encroachment into the side yard setback would be increased. Exhibit A shows the alternative option of building the addition where it does not encroach into the side yard setback would result in an outer wall that is not continuous. Building the wall at the required setback is not structurally feasible without redesigning the roof loads and foundation of the existing structure. The beam that would be needed would be excessively large at 25 feet.

The Zoning Ordinance specifically allows for Variation petitions in order to grant relief to a property owner from strict compliance with the regulations of the Zoning Ordinance. 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 and are site specific. A second-story addition is allowed by the building code and Zoning Ordinance by right. The setback encroachment would not increase horizontally, only vertically. The proposed addition would not have any other issues if the existing house was not encroaching into the side yard setback. Staff noted that there is an existing attached one-car garage that is nonconforming, but it will not be affected by this addition.

Village staff has reviewed the petition and is supportive of the request.

The Planning and Zoning Commission held a public hearing on July 13, 2023 where they unanimously recommended approval of the request 8-0.

RECOMMENDATION

Ordinance approval of Petition PZ-23-08 for a Variation of the minimum side yard setback of 4 feet from Table 2-3 of Article 2 Section 2.3. – Lot and Building Regulations of the Zoning Ordinance.

Ordinance No. __

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS, GRANTING A VARIATION FROM THE SIDE YARD SETBACK REQUIREMENT FOR THE PROPERTY COMMONLY KNOWN AS 613 S. CORNELL AVENUE, , VILLA PARK, ILLINOIS

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

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

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

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5) 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, Michael McCarthy ("Petitioner"), owner of the Subject Property described below, submitted an application to request a variation from the RS-7.5 District interior side yard setback requirement of six (6) feet, for the purpose of constructing a second story addition to an existing single family residence already built with an interior side yard setback of approximately four (4) feet, on the property legally described as follows:

> THE SOUTH 55.6 FEET OF THE NORTH 185.6 FEET OF LOT 289 IN ARDMORE, BEING A SUBDIVISION IN SECTIONS 9 AND 10, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1910 AS DOCUMENT 100832, IN DUPAGE COUNTY, ILLINOIS;

Commonly known as 613 S. Cornell Avenue, Villa Park, Illinois 60181 (the "Subject Property"); and

WHEREAS, the Subject Property is located within the RS-7.5 Residential Single-Dwelling District-7,500 sq. ft. of the Village of Villa Park; and

WHEREAS, on July 13, 2023, 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 July 13, 2023, voted with eight (8) in favor and none opposed, to recommend approval of the requested variation; and

WHEREAS, August 14, 2023, the Planning and Zoning Commission submitted its report and recommendation to the Corporate Authorities of the Village of Villa Park; and

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

WHEREAS, all applicable requirements of Section 11.5, entitled "Variations," of Article 11, entitled "Review and Approval Procedures," of the Zoning Ordinance have been met related to the granting of the variation requested for the Subject Property.

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

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

Section 2: The Corporate Authorities adopt the following findings of facts with respect to the requested variation for the Subject Property:

- 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 encroachment into the interior side yard already exists with the current location of the existing home, due to no fault of the Petitioner, and the Petitioner is proposing a second story to be built directly over the current structure, in-line with the first story. Building the second story addition where it does not encroach into the side yard setback would result in an outer wall that is not continuous and not structurally feasible without redesigning the roof loads and foundation of the existing structure. A second story addition is allowed by the Village's building code and Zoning Ordinance by right. The setback encroachment would not increase further horizontally, only vertically. The proposed addition would not have any other issues if the existing house was not already encroaching into the side yard setback.

Section 3: A variation from Section 2.3, as set forth in Table 2-3, of the Zoning Ordinance of the Village of Villa Park is hereby granted to permit an interior side yard setback variation from six (6) feet to four (4) feet for the purpose of constructing a second story addition to the existing single-family residence on the Subject Property

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

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

Passed this _____ day of _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2023.

_____
Nick Cuzzone, Village President

Attest:

_____
Hosanna Korynecky, Village Clerk

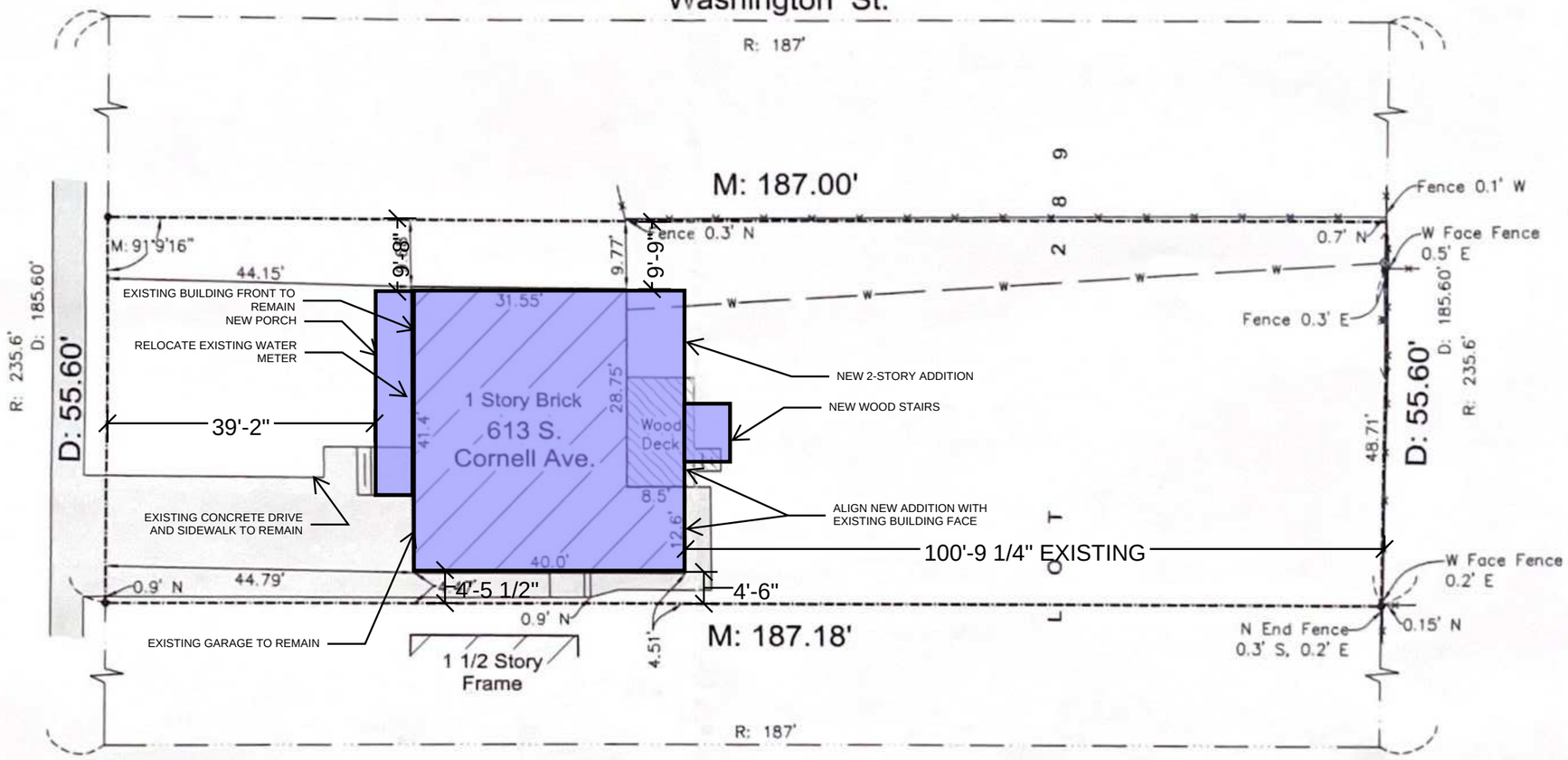
Published in pamphlet form:

_____, 2023

ON 17, 18W

PLAT OF SURVEY

The South 55.6 feet of the North 185.6 feet of Lot 289 in Ardmore, being a Subdivision in Sections 9 and 10, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded June 10, 1910 as Document 100832, in DuPage County, Illinois.



PROPERTY AREA: 10392.6 SQ. FT.

DATE OF SURVEY: FEBRUARY 26, 2018

CLIENT: CARUSO

JN 80014

LEGEND

R - RECORD DISTANCE
M - MEASURED DISTANCE
PROPERTY LINE
FENCE LINE
UTILITY POLE W/ OVHD. WIRES
D - DEED
● FOUND IRON
CONCRETE
ASPHALT

SCALE 1" = 20'

SCHLAF-SEDIG
& ASSOCIATES, INC.
130 GATES STREET
ELBURN, ILLINOIS 60119
(630) 365-9831

VINCENT B. FRYE
035-3272
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS

STATE OF ILLINOIS

COUNTY OF KANE

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED, UNDER MY SUPERVISION, ACCORDING TO THE OFFICIAL RECORD AND THAT THE ABOVE PLAT CORRECTLY REPRESENTS SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

I FURTHER CERTIFY THAT UNLESS OTHERWISE SHOWN, THE BUILDINGS ON THE PARCEL ARE WITHIN PROPERTY LINES AND THE ADJOINING VISIBLE IMPROVEMENTS DO NOT ENCROACH ON THE ABOVE DESCRIBED PROPERTY.

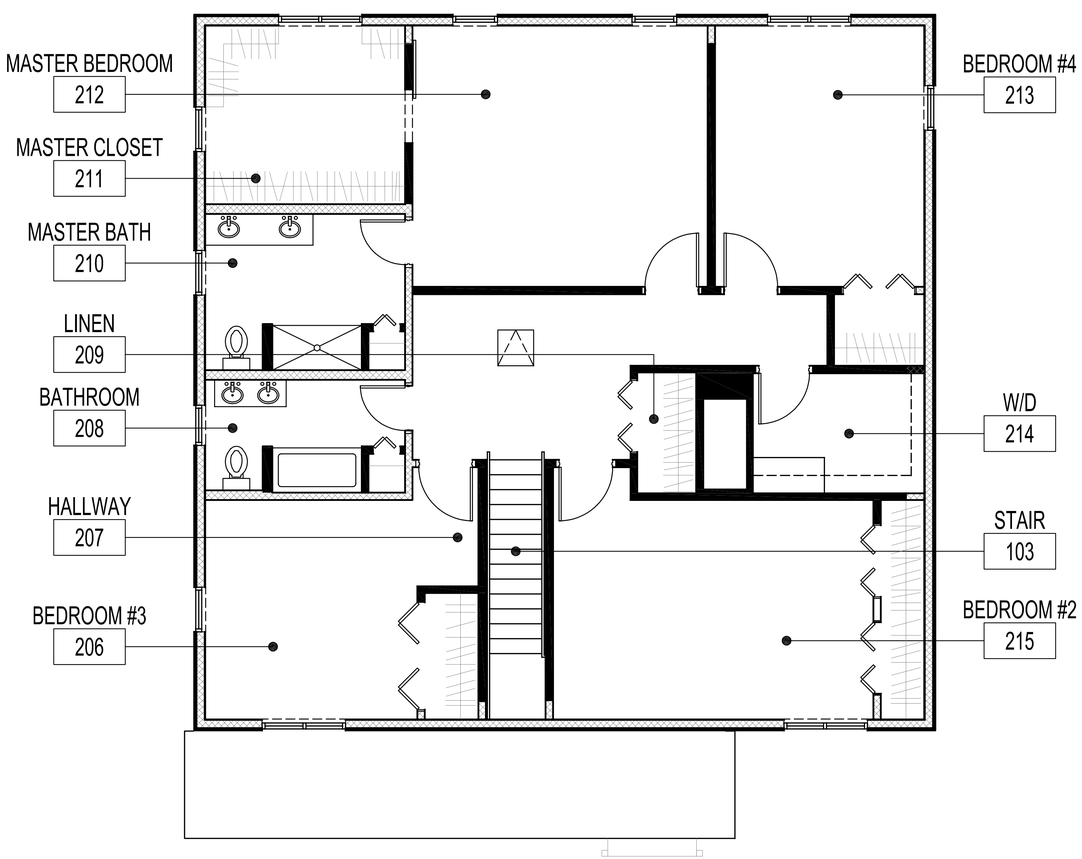
I FURTHER CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

Vincent B. Frye

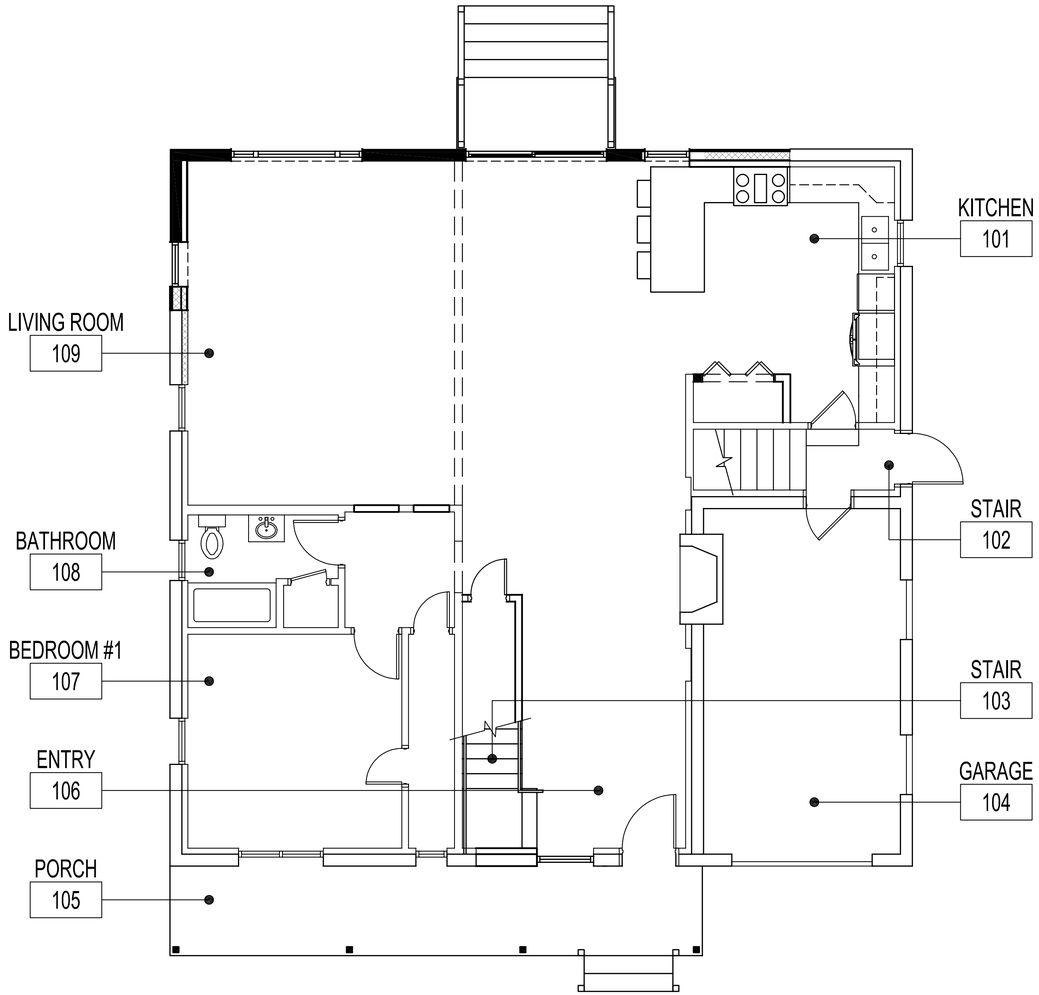
MY LICENSE EXPIRES 11-30-2018

COMPARE THE DESCRIPTION OF THIS PLAT WITH DEED, REFER TO THE TITLE POLICY FOR ITEMS OF RECORD NOT SHOWN ABOVE. UNLESS OTHERWISE NOTED, UTILITIES WITHIN EASEMENTS ARE NOT SHOWN HEREON. UNDERGROUND UTILITIES INCLUDING BUT NOT LIMITED TO CONDUITS AND CABLE (IF ANY) HAVE NOT BEEN SHOWN HEREON.

ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION NO. 4183



B | SECOND FLOOR DIMENSION PLAN | SCALE 1/4"=1'-0"



A | FIRST FLOOR DIMENSION PLAN | SCALE 1/4"=1'-0"

DUKE consulting, llc.

35 E Division St.
Villa Park, IL 60181
p: 630.991.7574

REVISIONS:	DATE:
DESIGN DOCUMENTS	11/18/2022
DESIGN DOCUMENTS	12/19/2022
PATIO REVISIONS	01/10/2023
PERMIT SET	02/08/2023
REVISED PERMIT SET	03/22/2023

.\Monica IL Stamp.bmp

THE ABOVE DRAWINGS AND SPECIFICATIONS AND IDEAS, DESIGNS AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL REMAIN THE PROPERTY OF THIS OFFICE: AND NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN THE CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN CONSENT OF THIS OFFICE. VISUAL CONTACT WITH THESE DRAWINGS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DETAILS MUST BE SUBMITTED TO THIS OFFICE FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION.

MCCARTHY HOUSE
613 SOUTH CORNELL
VILLA PARK, IL
RS7.5

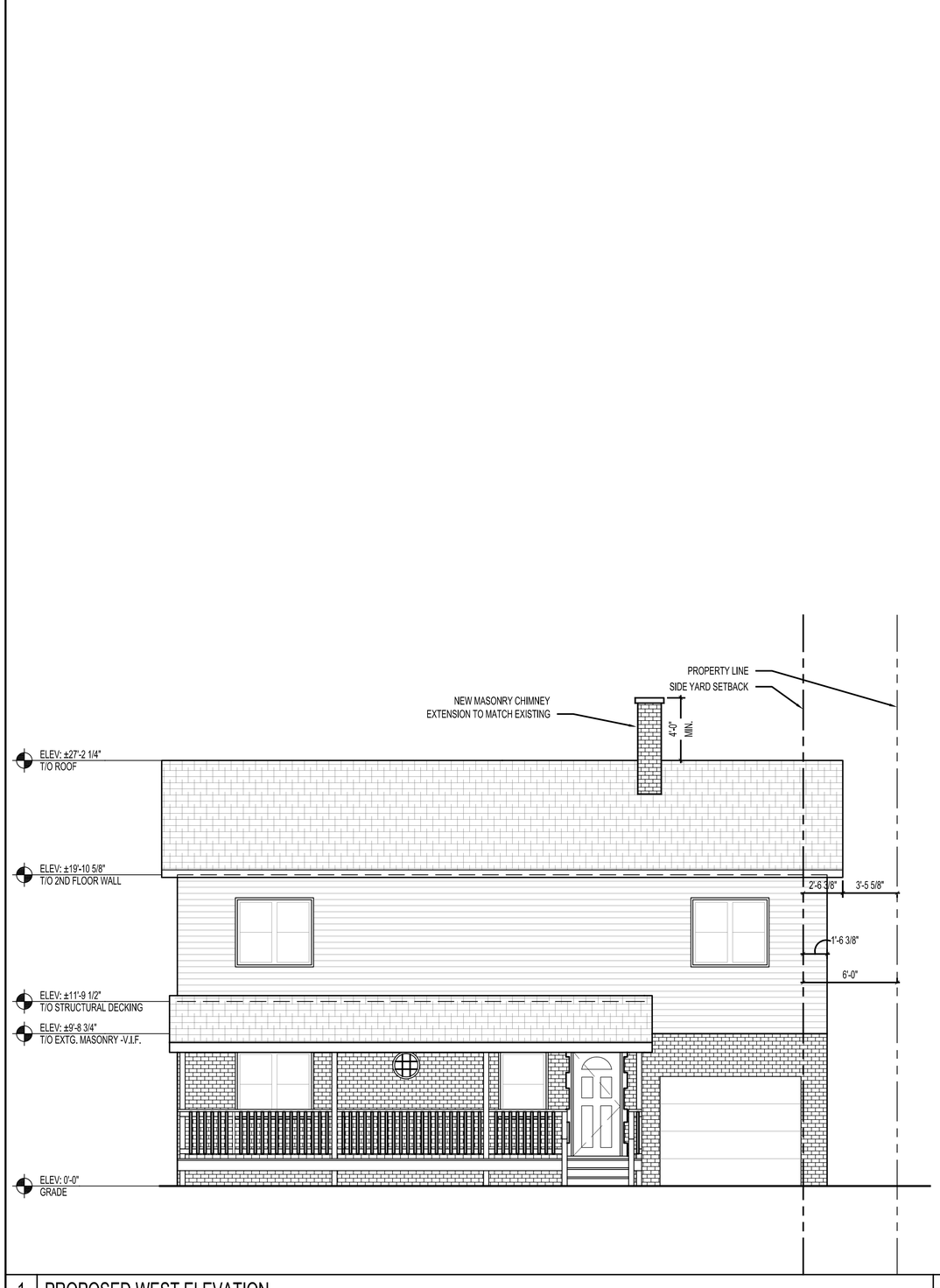
FIRST & SECOND
FLOOR DIMENSION
PLAN

DRAWN BY	SM
CHECKED BY	MM
JOB NUMBER	22001
SHEET NAME	A1.1

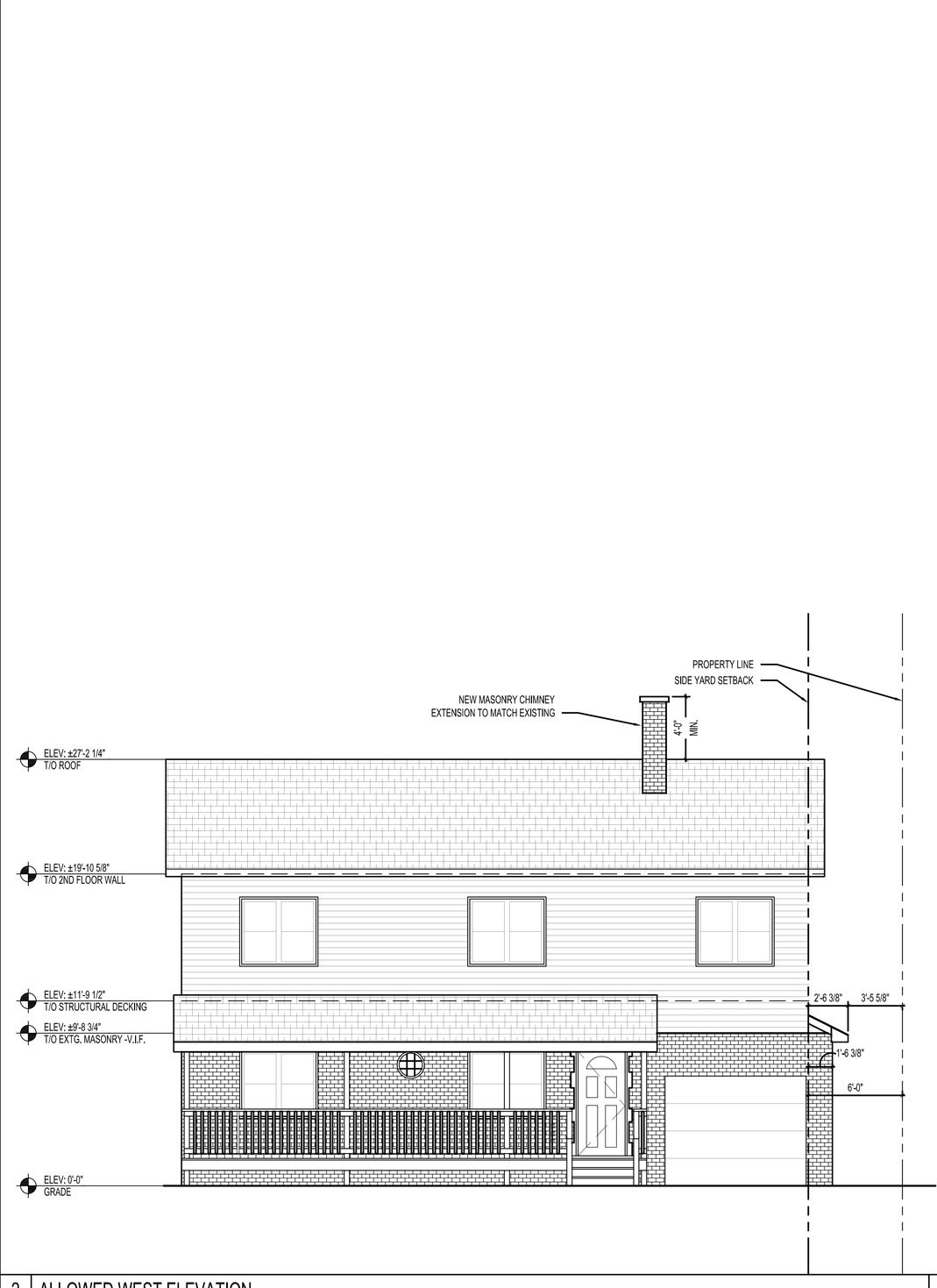
DUKE consulting, llc.

35 E Division St.
Villa Park, IL 60181
p: 630.991.7574

REVISIONS:	DATE:
DESIGN DOCUMENTS	11/18/2022
DESIGN DOCUMENTS	12/19/2022
PATIO REVISIONS	01/10/2023
PERMIT SET	02/08/2023
REVISED PERMIT SET	03/22/2023
ZONING	06/19/2023



1 PROPOSED WEST ELEVATION — SCALE 1/4"=1'-0"



2 ALLOWED WEST ELEVATION — SCALE 1/4"=1'-0"

.\Monica IL Stamp.bmp

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MCCARTHY HOUSE
613 SOUTH CORNELL
VILLA PARK, IL
RS7.5

EXTERIOR
ELEVATIONS

DRAWN BY	SM
CHECKED BY	MM
JOB NUMBER	22001
SHEET NAME	A2.3

VILLAGE OF VILLA PARK, ILLINOIS
PLANNING AND ZONING COMMISSION

IN RE THE MATTER OF:	)	
	)	
MICHAEL McCARTHY	)	PZ-23-08
613 SOUTH CORNELL AVENUE	)	

PUBLIC HEARING

JULY 13, 2023

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 7:34 o'clock p.m. on Thursday, the 13th day of July, 2023.

APPEARANCES:
MR. JASON JARRETT, Chairman
MR. DOMINICK ROMANO, Commissioner
MR. KENNETH JACKSON, Commissioner
MR. ERIC LUEDTKE, Commissioner
MR. LARRY CALVERT, Commissioner
MR. EDWARD HOFSTRA, Commissioner
MR. MICHAEL ORLOWSKI, Commissioner
MR. LOUIS LeMIEUX, Commissioner

ALSO PRESENT:
MR. NICK CUZZONE, Villa Park President
MS. STEPHANIE BARAJAS, Planner

REPORTED BY LYN DOERING, CSR.

CHAIRMAN JARRETT: So the way our process will work this evening is we have two public hearings; we will go through one and then the second one.

We will start with Staff input which tonight will be Stephanie. Then there will be an opportunity for the Petitioner to make a presentation, if they wish to.

Then we will move to public participation and questions; that will be anyone from the public wishing to speak, if there is anyone. It doesn't look like it but that could change.

Then we will have questions from the Commission up here, if there are any.

And then the Petitioner will have an opportunity for any closing comments, if they want to make any.

And then we will close the public hearing and discuss up here and have a motion, if necessary.

What I am going to ask is, if you expect to speak this evening on either item, stand now, we will get you sworn.

If you are the Applicant it will probably be a good idea just in case we have any questions for you. It will be quick.

(Whereupon said witnesses were duly sworn).

CHAIRMAN JARRETT: Thank you.

All right. So the first item of business is Petition PZ-23-08, 613 South Cornell Avenue, variation request to allow reduced minimum side yard setback of 4 feet for a second story addition, Petitioner Michael McCarthy.

Stephanie, whenever you are ready.

MS. BARAJAS: Thank you, Chair.

So the specific property, the one story single dwelling home is an existing nonconforming side yard setback of 4.47 feet.

The Petitioner is proposing to build to second story addition on their home directly over the current structure. By building vertically the encroachment into the side yard setback will be increased.

Our code specifically says building vertically or horizontally, if you are expanding the structure, is not allowed.

By building vertically the encroachment of the side yard setback will be increased.

Exhibit A shows the alternative option of building the addition where it is not encroaching into the side yard setback and it would result in an outer wall that is not continuous.

Building the wall at the required setback which is 6 feet is not structurally feasible without redesigning the roof loads and foundation of the existing structure. The beam that would be needed would be excessively large at 25 feet, so it would just completely change the scope of the work.

After Staff review we found that the zoning ordinance specifically allows for petitions in order to grant relief for practical difficulties or for a particular hardship, which in this case we think that there is one.

That house was built that way years back and there is no way to make the house non-encroaching to the side yard setback.

The proposed addition would not have any other issues if the existing house was not

encroaching into the setback.

Staff noted there was an existing attached one car garage that is nonconforming but it's not affected by the addition, so it can continue to remain nonconforming. That's all.

CHAIRMAN JARRETT: Thank you.

Does the Petitioner have a presentation or anything they want to say before we ask questions?

MR. McCARTHY: Yeah, just an oral presentation.

CHAIRMAN JARRETT: Could you come up here?

MR. McCARTHY: Absolutely.

CHAIRMAN JARRETT: Thank you.

And then state your name and spell your last name for the record and your address.

MR. McCARTHY: Yeah, Michael McCarthy, M-C-C-A-R-T-H-Y, 613 South Cornell Avenue.

So I am petitioning for the variance here to put an extension on my home. Myself and my wife bought the house about five years ago. We have three young children; a three year old, a two

year old and a six month old.

We put our roots into the town here. We are really invested in living here, and honestly, we really want to stay on our plot of land on 613 South Cornell.

To allow that to happen we want to put the extension on the home. We have two bedrooms in our house right now for five occupants, which you can imagine is quite difficult with a three year old, a two year old and a six month old. So for us part of our dream is to extend our home, give us more space and to continue living and raising our family in this great town.

And the reason we have come forward and put the variance in is because we do not want to leave. We don't want to move street, we don't want to move house, we don't want to move village, so we want to put our best foot forward here.

And I want to make it clear to everyone here present and the Committee, we are 100 percent committed to Villa Park and 100 percent committed to Cornell Avenue. Thank you.

CHAIRMAN JARRETT: Okay. Thank you.

All right. Anyone from the public wishing to speak on this item?

(No response.)

CHAIRMAN JARRETT: Seeing none, any questions from the Commission?

COMMISSIONER HOFSTRA: I have one. So from your drawing you are going to put the second floor on top of the existing home. You are asking for the side lot variance to be 4 foot but I see on the drawing that at the overhang it's 3 foot five -- 3 foot 5 inches -- 3 foot 5 inch and 5/8 inches off the lot line.

MS. BARAJAS: So we measure setbacks from the foundation, not the overhang.

COMMISSIONER HOFSTRA: Not the overhang.

CHAIRMAN JARRETT: Then correct me if I am wrong, Stephanie, does -- our ordinance has a separation between eaves, I believe, from house to house; is that accurate?

MS. BARAJAS: I would have to double-check on that one.

CHAIRMAN JARRETT: I know the old ordinance did. I am not sure about the new

ordinance but that's theoretically a fire safety.

MS. BARAJAS: I believe for fire safety it's 5 feet.

CHAIRMAN JARRETT: Yeah.

COMMISSIONER LEUDTKE: And to answer your question, the zoning code says that eaves and cornices and gutters and downspouts, etc. can project no more than 2 feet into the side yard and project no more than 4 feet into the front or rear yard. So that's the sort of caveat with the permitted obstruction into a yard.

CHAIRMAN JARRETT: Anyone else have a question?

COMMISSIONER LEUDTKE: This seems fairly straight forward.

CHAIRMAN JARRETT: Questions?

COMMISSIONER CALVERT: No, I'm good.

CHAIRMAN JARRETT: Are your questions answered Ed?

COMMISSIONER HOFSTRA: I am fine.

CHAIRMAN JARRETT: Okay. Any closing comments from the Petitioner?

Are you good?

MR. McCARTHY: All good. Thank you.

CHAIRMAN JARRETT: All right. So if there is any discussion to be had? I think this is a pretty straight forward one. The reasoning for it makes sense. We are talking about roughly 6 inches.

COMMISSIONER ORLOWSKI: I think it will be a great addition to an older home that's in town to make it more accommodating for a larger family.

COMMISSIONER JACKSON: I agree as well. Let's vote.

Anyone want to make a motion?

CHAIRMAN JARRETT: All right. If there is no more discussion then I need a motion.

COMMISSIONER HOFSTRA: I will make a motion to recommend approval of PZ-23-08 for a variation of the minimum side yard setback of 4 feet from Table 2.3 of Article 2, Section 2.3, Lot and Building Regulations of the Zoning Ordinance.

COMMISSIONER JACKSON: I will second.

CHAIRMAN JARRETT: I have a motion and a second.

Any questions or comments on the motion?

(No response.)

CHAIRMAN JARRETT: Roll call:

Calvert?

COMMISSIONER CALVERT: Yes.

CHAIRMAN JARRETT: Hofstra?

COMMISSIONER HOFSTRA: Yes.

CHAIRMAN JARRETT: Jackson?

COMMISSIONER JACKSON: Yes.

CHAIRMAN JARRETT: LeMieux?

COMMISSIONER LeMIEUX: Yes.

CHAIRMAN JARRETT: Luedtke?

COMMISSIONER LEUDTKE: Yes.

CHAIRMAN JARRETT: Orlowski?

COMMISSIONER ORLOWSKI: Yes.

CHAIRMAN JARRETT: Romano?

COMMISSIONER ROMANO: Yes.

CHAIRMAN JARRETT: I too vote yes.

So with that our recommendation will pass to the Village Board and they can accept, reject or modify. So that will be your next meeting to attend.

MR. McCARTHY: Thank you very much.

CHAIRMAN JARRETT: Thank you. Good luck. We will close that public hearing.

(Proceedings concluded at 7:44 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 6th day of August, 2023.

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 14, 2023
Submitted by: Marc McLaughlin
Submitting Department: Community Development
Item Type: Ordinances
Agenda Section: Ordinances

Subject:
Ordinance Authorizing Variations to increase the allowable maximum building height to 30', where the maximum allowed height is 28' and to allow the minimum front yard setback to be reduced to 21', where the minimum allowed is 30' located at 230 N Second Ave.

Suggested Action:
The Petitioner, Stephen Flint of Flint Architects, is seeking approval for two Variations from Article 2, Section 2.3. – Lot and Building Regulations of the Zoning Ordinance. The first Variation request is to increase the allowable maximum building height to 30', where the maximum allowed height is 28'. The second Variation request is to allow the minimum front yard setback to be reduced to 21', where 30' is required.

Attachments:
Board Memo - 230 N Second Ave - Variations.pdf
Villa Park Ordinance Authorizing Variations for 230 N. Second Avenue.docx
PZ-23-06 - Plat of Survey and Renderings - 230 N Second Ave Variations.pdf
PZ-23-06 Minutes 7-13-23.pdf

Memo

To: Matthew Harline, Village Manager

From: Marc McLaughlin, AICP, GISP, Director of Community Development

Date: August 14, 2023

Re: Petition PZ-23-06 – 230 N Second Ave – Variations

The Petitioner, Stephen Flint of Flint Architects, is seeking approval for two Variations from Article 2, Section 2.3. – Lot and Building Regulations of the Zoning Ordinance. The first Variation request is to increase the allowable maximum building height to 30', where the maximum allowed height is 28'. The second Variation request is to allow the minimum front yard setback to be reduced to 21', where 30' is required.

The subject property is a two-story single dwelling home. The previous owner performed work on the property without a permit. The new owner is attempting to correct existing violations that resulted from this work by requesting the Variations. The existing building height is 29.74' so the Petitioner is requesting a Variation to allow the maximum height of the building to be 30'. No changes are being proposed to alter the existing height of the building.

The structure is currently setback at approximately 18.09'. The previous owner built an enclosed front porch that projects 9.8' past the front of the structure. Not counting this porch, the primary front wall of the structure is setback 27.99' from the property line. This nonconformity likely results from different setback requirements at the time that it was originally built. The Petitioner is proposing to remove the enclosed porch and put an open porch in its place. This would increase the setback to 21.56'. It does not eliminate the violation, but it will decrease the encroachment. The Petitioner is requesting a Variation to allow the front yard setback to be reduced to 21'.

The Zoning Ordinance specifically allows for Variation petitions in order to grant relief to a property owner from strict compliance with the regulations of the Zoning Ordinance. Per Section 11.5.1., 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 and are site specific. The existing structure has already had these improvements made and the request is to correct previous violations. Staff worked with the applicant and owner on correcting other building code violations and lot coverage issues in order to limit the number of Variation requests.

Village staff has reviewed the petition and is supportive of the request. This would bring the property into compliance.

The Planning and Zoning Commission held a public hearing on July 13, 2023 where they unanimously recommended approval of the request 8-0.

RECOMMENDATION

Ordinance approval of Petition PZ-23-06 for *Variations of a maximum building height of 30' and minimum front yard setback of 21' from Table 2-3 of Article 2 Section 2.3. – Lot and Building Regulations of the Zoning Ordinance.*

Ordinance No. __

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS, GRANTING A VARIATION FROM THE BUILDING HEIGHT AND FRONT YARD SETBACK REQUIREMENTS FOR THE PROPERTY COMMONLY KNOWN AS 230 N. SECOND AVENUE, VILLA PARK, ILLINOIS

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

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

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

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5) 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, Stephen Flint of Flint Architects ("Petitioner"), on behalf of the owner of the Subject Property described below, submitted an application to request a variation from the allowable building height and front yard setback requirements for RS-7.5 Residential Single-Dwelling District-7,500 sq. ft. ("RS-7.5 District"), for the purpose of constructing improvements to the existing residence and correcting existing nonconformities caused by the unauthorized construction work performed by the previous owner on the property legally described as follows:

> LOT 2 IN BLOCK 3 IN SECOND ADDITION TO NORTH ARDMORE IN EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS;

Commonly known as 230 N. Second Avenue, Villa Park, Illinois 60181 (the "Subject Property"); and

WHEREAS, the Subject Property is located within the RS-7.5 District of the Village of Villa Park, and the lot and building regulations of the RS-7.5 District require a maximum building height of 28 feet and minimum front yard setback of 30 feet; and

WHEREAS, due to certain unauthorized work performed by the previous owner, the single family residence located on the Subject Property currently stands at a height of 29.74 feet and with a front yard setback of 18.09 feet, taking into account an enclosed front porch with respect to the front yard setback;

WHEREAS, Petitioner is requesting approval of the existing height of the residence and also proposes to modify the residence by removing the enclosed porch and replacing it with an open porch at a setback of 21.56 feet, thereby reducing but not eliminating the front yard encroachment; and

WHEREAS, on July 13, 2023, 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 July 13, 2023, voted with eight (8) in favor and none opposed, to recommend approval of the requested variations; and

WHEREAS, August 14, 2023, the Planning and Zoning Commission submitted its report and recommendation to the Corporate Authorities of the Village of Villa Park; and

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

WHEREAS, all applicable requirements of Section 11.5, entitled "Variations," of Article 11, entitled "Review and Approval Procedures," of the Zoning Ordinance have been met related to the granting of the variations requested for the Subject Property.

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

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

Section 2: The Corporate Authorities adopt the following findings of facts with respect to the requested variations for the Subject Property:

- 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 building height and encroachment into the front yard already exists with the current location of the existing home, due to no fault of the current owner/Petitioner. The Petitioner is actually alleviating the existing front yard encroachment by modifying the home so that the proposed open porch is set further back from the front lot line than as exists with the current closed porch. The Petitioner's instant request will correct and reduce previous violations that were caused by the prior owner. The Petitioner and owner were cooperative in working with staff on correcting other building code violations and lot coverage issues in order to limit the number of variations for the Subject Property.

Section 3: Variations from Section 2.3, as set forth in Table 2-3, of the Zoning Ordinance of the Village of Villa Park are hereby granted with respect to the Subject Property to permit a maximum building height of thirty (30) feet, when twenty-eight feet is allowed, and to permit a minimum front street setback of twenty one (21) feet, when thirty (30) feet is required.

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

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

Passed this _____ day of _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2023.

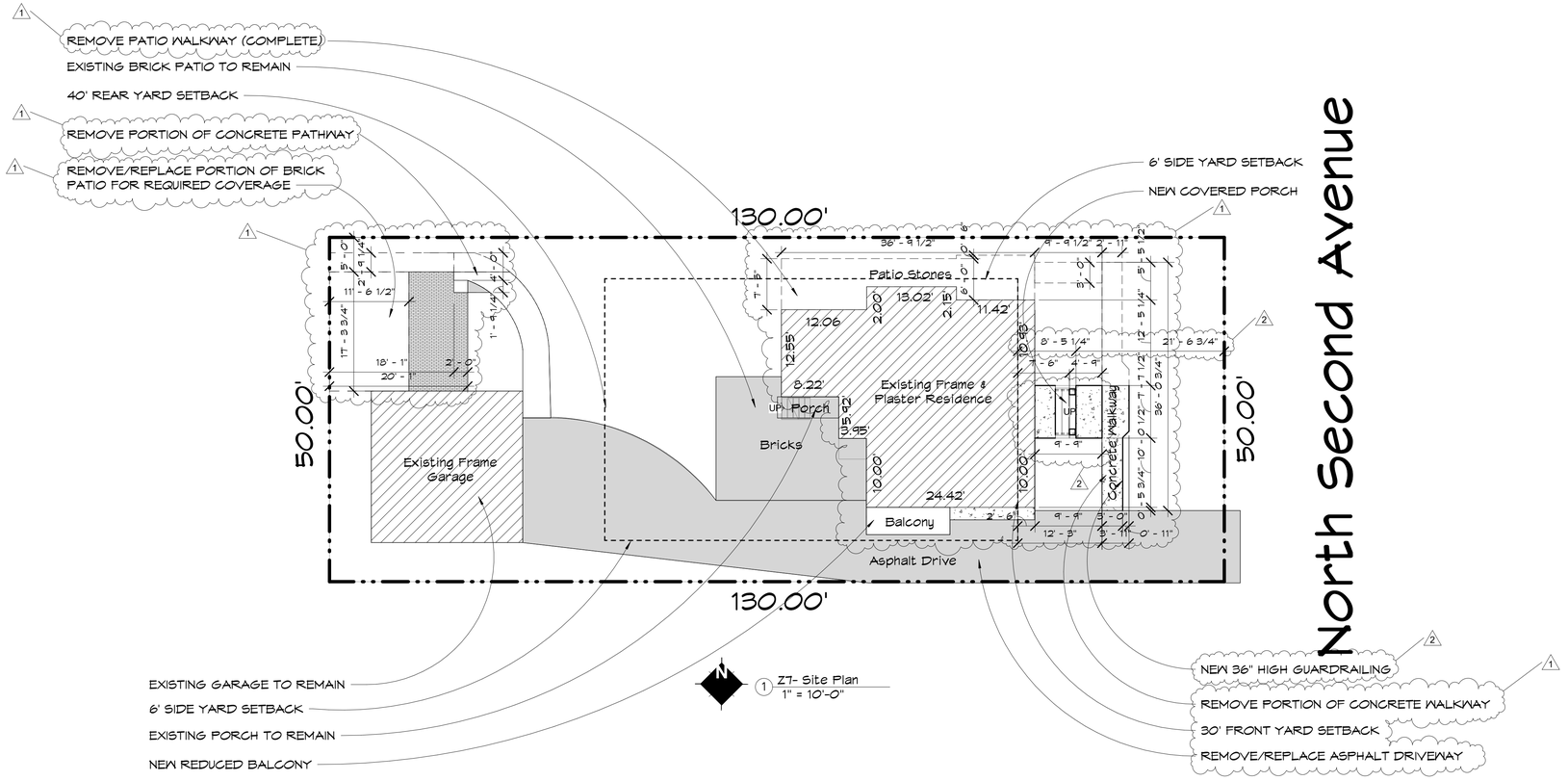
_____
Nick Cuzzone, Village President

Attest:

_____
Hosanna Korynecky, Village Clerk

Published in pamphlet form:

_____, 2023



EXISTING IMPERVIOUS SURFACE CALC'S

TOTAL LOT AREA		6,500.00 SF
MAX. IMPERVIOUS SURFACE COVERAGE PERMITTED	= 60% OR	3,900.00 SF
MINIMUM PERVIOUS SURFACE REQUIRED	= 40% OR	2,600.00 SF

	EXISTING CONDITION	PROPOSED CONDITION	PROPOSED DIFFERENCE
HOUSE & GARAGE	1,684.00 SF	000 SF	000 SF
PAVING & WALKS	2,443.88 SF	000 SF	000 SF
DECKS SHEDS & PORCHES	75.86 SF	000 SF	000 SF
TOTAL COVERAGE	4,203.76 SF	000 SF	000 SF
PERVIOUS SURFACES	2,296.24 SF	000 SF	000 SF
TOTAL LOT AREA	6,500.00 SF	000 SF	0 SF

FAR = 4,203.76 SF / 6,500.00 SF = 0.6467 TOTAL COVERAGE = 64.67%

PROPOSED IMPERVIOUS SURFACE CALC'S

TOTAL LOT AREA		6,500.00 SF
MAX. IMPERVIOUS SURFACE COVERAGE PERMITTED	= 60% OR	3,900.00 SF
MINIMUM PERVIOUS SURFACE REQUIRED	= 40% OR	2,600.00 SF

	EXISTING CONDITION	PROPOSED CONDITION	PROPOSED DIFFERENCE
HOUSE & GARAGE	1,684.00 SF	000 SF	000 SF
PAVING & WALKS	1,874.45 SF	000 SF	000 SF
DECKS SHEDS & PORCHES	75.82 SF	000 SF	000 SF
TOTAL COVERAGE	3,634.27 SF	000 SF	000 SF
PERVIOUS SURFACES	2,865.73 SF	000 SF	000 SF
TOTAL LOT AREA	6,500.00 SF	000 SF	0 SF

FAR = 3,634.27 SF / 6,500.00 SF = 0.5591 TOTAL COVERAGE = 56.00%

OBSTRUCTION/ENCROACHMENT CALC'S

RS 7.5 DISTRICT

FRONT YARD SETBACK DEPTH: 30' (FEET)

TOTAL ENCROACHMENT: 30 ' - 0" - 12' - 6 3/4" = 8' - 5 1/4"

VARIATION: 8' - 5 1/4"

General Notes

No.	Revision/Issue	Date
3	VILLAGE COMMENTS	6/19/23
2	VILLAGE COMMENTS	6/13/23
1	VILLAGE COMMENTS	5/31/23

Firm Name and Address
FLINTARCHITECTS
THE SPARK OF ARCHITECTURAL BRILLIANCE
314 South Westmore • Lombard, IL 60148
p: 630-953-9220 • f: 630-953-9440 • www.flintarch.com

Project Name and Address
Home Additon and Renovation
Mrs. Olympia Lopez
230 N. 2nd Avenue
Villa Park, IL 60181

Project 23015	Sheet Z7
Date 05/3/2023	
Scale AS NOTED	

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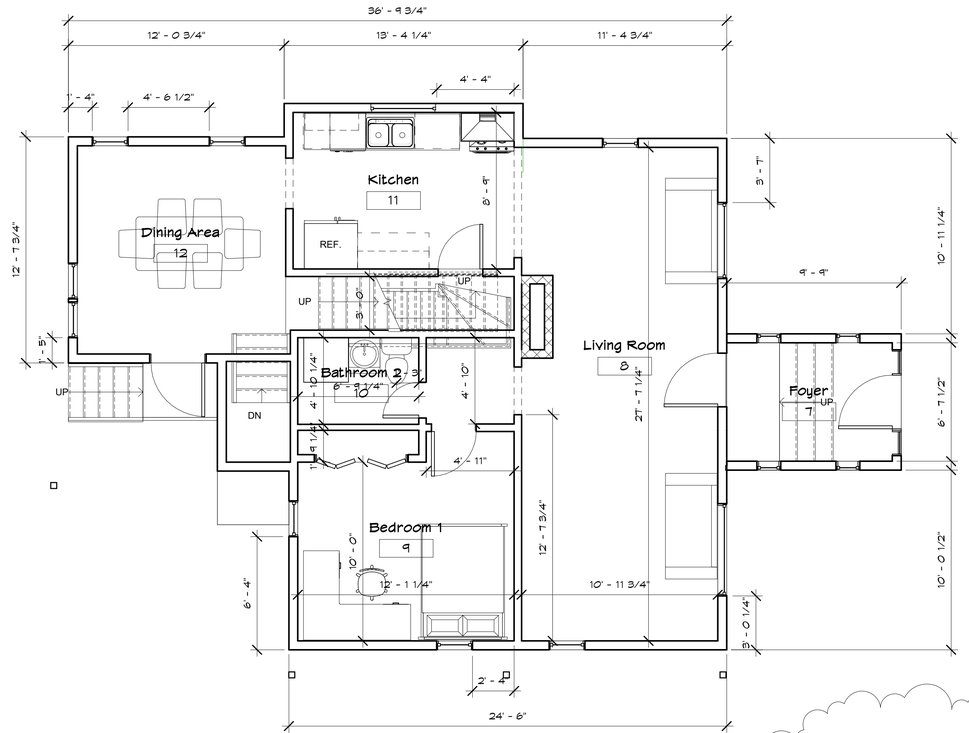
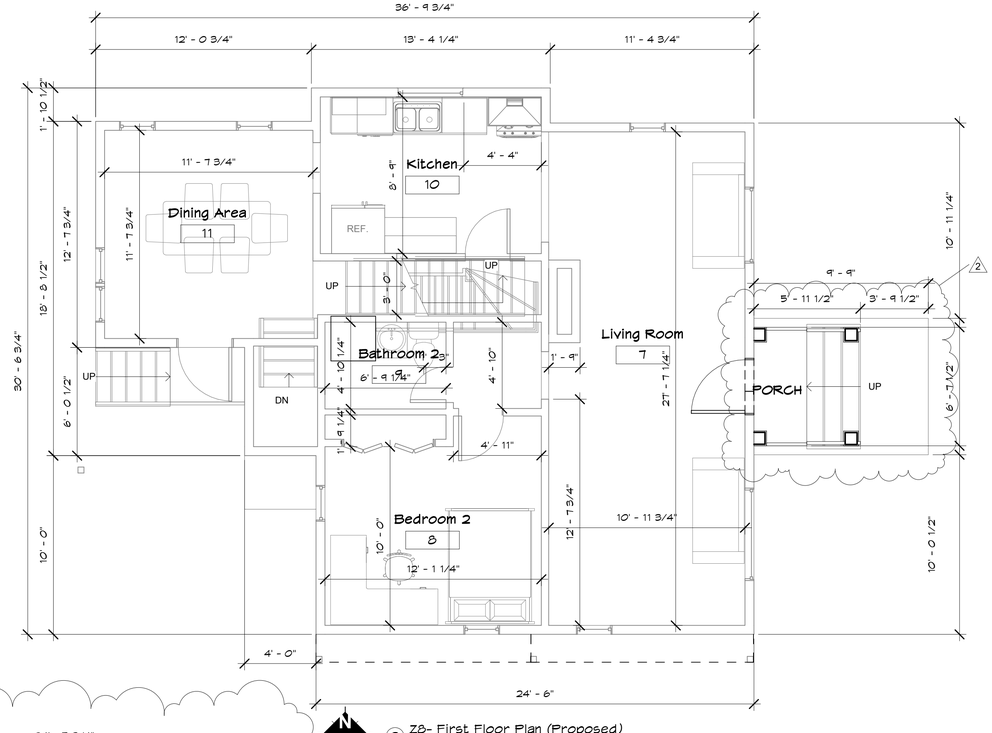
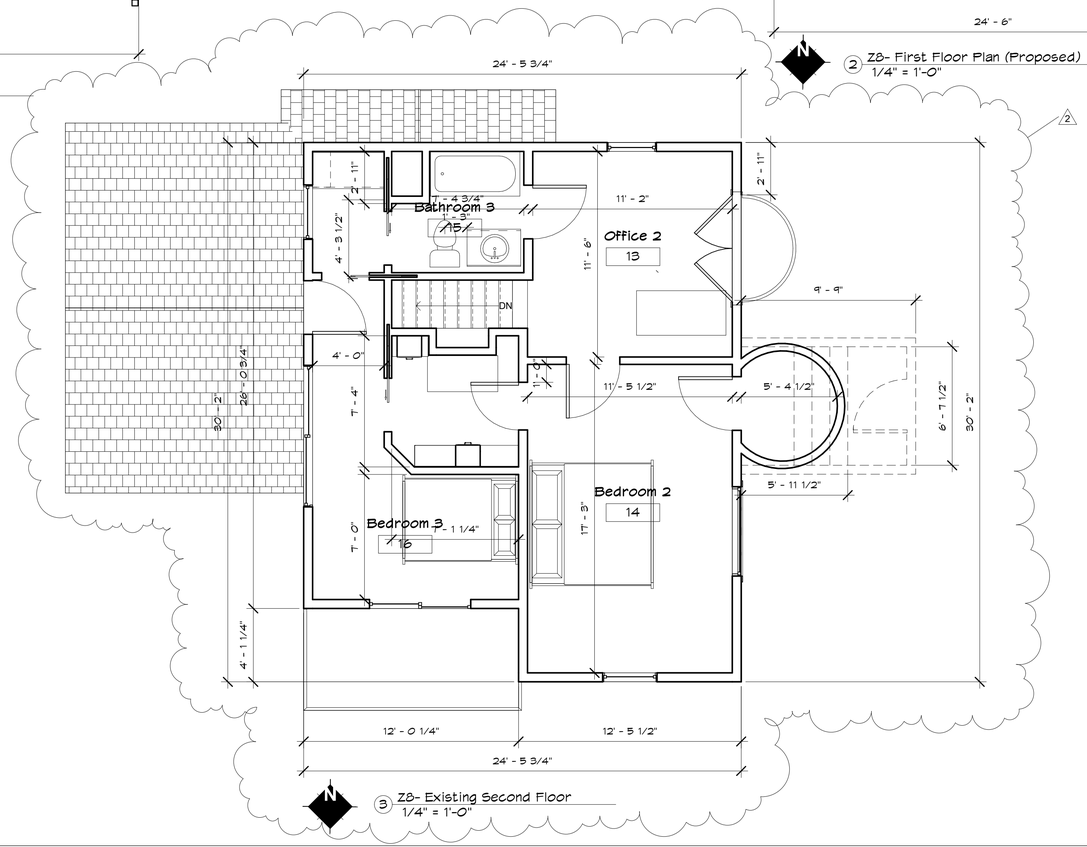


1 Z8- First Floor Plan (Existing)
1/4" = 1'-0"



2 Z8- First Floor Plan (Proposed)
1/4" = 1'-0"



3 Z8- Existing Second Floor
1/4" = 1'-0"

General Notes

No.	Revision/Issue	Date
3	VILLAGE COMMENTS	6/19/23
2	VILLAGE COMMENTS	6/13/23
1	VILLAGE COMMENTS	5/31/23

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Mrs. Olympia Lopez
230 N. 2nd Avenue
Villa Park, IL 60181

Project: 23015	Sheet: Z8
Date: 05/3/2023	
Scale: AS NOTED	

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MEAN ROOF HEIGHT CALC'S

MAX. BUILDING HEIGHT PERMITTED = 28'-0"

ROOF #1
A.TOP OF CURB TO EAVE = 23'- 7 1/2"
B. FIRST FLOOR TO EAVE = 16'- 11 1/4"
C. FIRST FLOOR TO RIDGE = 23' 7 3/4"
D. TOP OF CURB TO RIDGE = 30' - 4"

ROOF #2
A.TOP OF CURB TO EAVE = 26' - 5 1/4"
B. FIRST FLOOR TO EAVE = 19' - 9"
C. FIRST FLOOR TO RIDGE = 33' - 0"
D. TOP OF CURB TO RIDGE = 39' - 8 1/4"

E. CURB = 2' - 9 1/4"
F. GRADE TO FIRST FLOOR = 3' - 11"

ROOF #1
D. TOP OF CURB TO RIDGE = C + E + F
= 23' - 7 3/4" + 2' - 9 1/4" + 3' - 11"
= 30' - 4"

TOP OF CURB TO RIDGE - TOP OF CURB TO EAVE =
= 30' - 4" - 23' - 7 1/2"
= 6' - 8 1/2"

AVERAGE: 6' - 8 1/2"/2 = 3' - 4 1/4"

AVERAGE HEIGHT = B + E + F + AVERAGE
= 16' - 11 1/4" + 2' - 9 1/4" + 3'- 11" + 3' - 4 1/4"
= 26' - 11 3/4"

ROOF #2
D. TOP OF CURB TO RIDGE = C + E + F
= 33' - 0" + 2' - 9 1/4" + 3' - 11"
= 39' - 8 1/4"

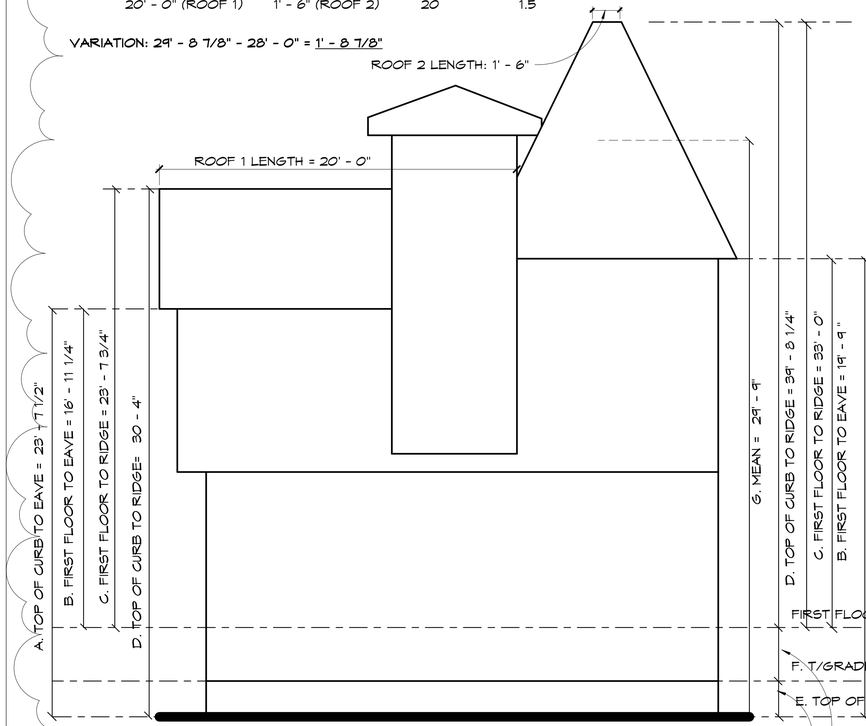
TOP OF CURB TO RIDGE - TOP OF CURB TO EAVE =
= 39' - 8 1/2" - 26' - 5 1/4"
= 13' - 3 1/4"

AVERAGE: 13' - 3 1/4"/2 = 6' - 7 5/8"

AVERAGE HEIGHT = B + E + F + AVERAGE
= " 19' - 9" + 2' - 9 1/4" + 3' - 11" + 6' - 7 5/8"
= 33' - 0 7/8"

G. MEAN = 26' - 11 3/4" / 20' - 0" (ROOF 1) X 33' - 0 7/8" / 1' - 6" (ROOF 2) = 26.979 / 20 X 33.073 / 1.5 = 1.3489 X 22.0487 = 29.7415 OR 29' - 8 7/8"

VARIATION: 29' - 8 7/8" - 28' - 0" = 1' - 8 7/8"



1 Z9- East Elevation
1/4" = 1'-0"

2 Z9- North Elevation
1/4" = 1'-0"

General Notes

No.	Revision/Issue	Date
3	VILLAGE COMMENTS	6/19/23
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Villa Park, IL 60181

Project	Sheet
23015	Z9
Date: 05/3/2023	
Scale: AS NOTED	

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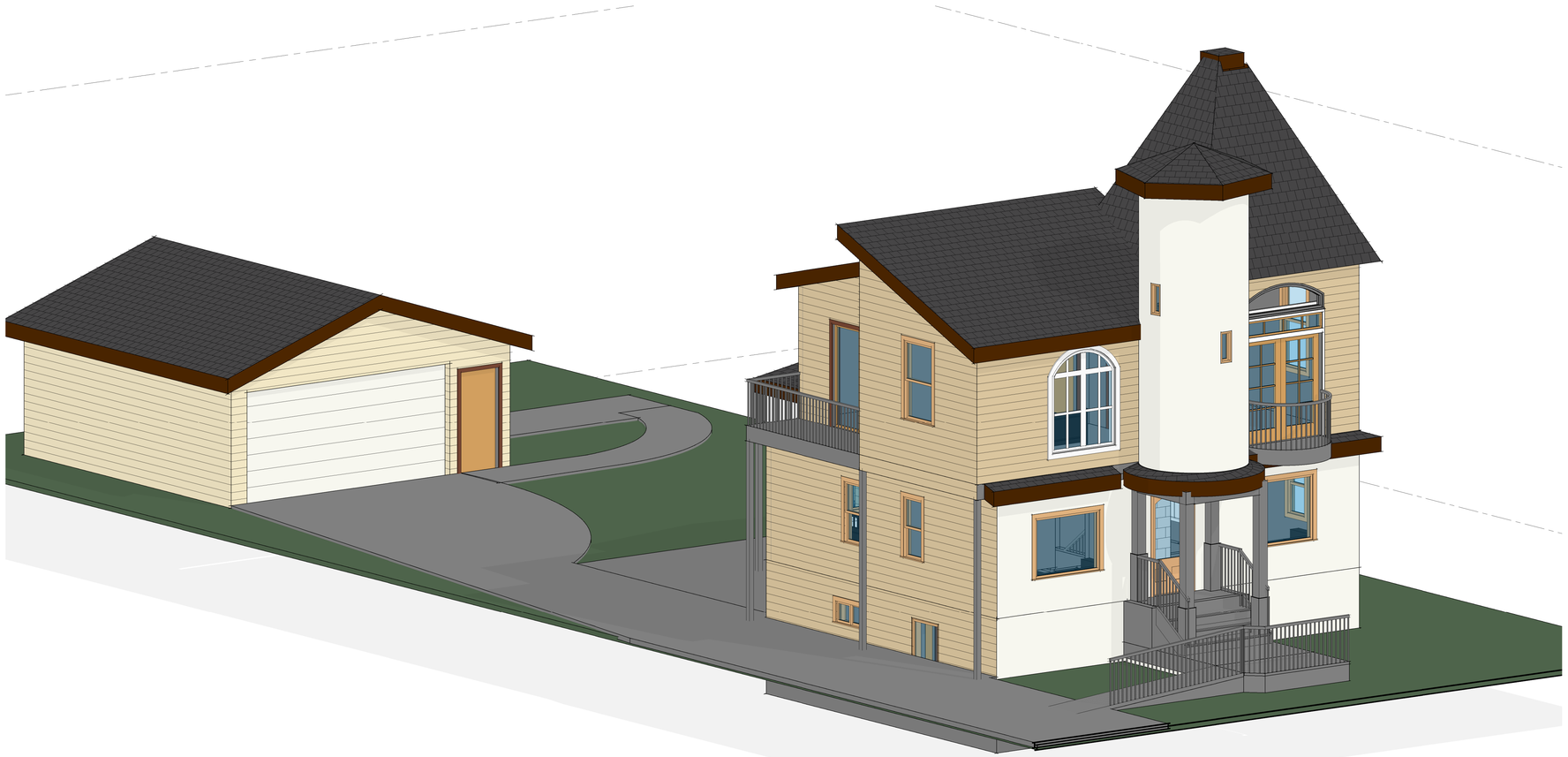

1 Z10-Exterior View

General Notes

No.	Revision/Issue	Date
3	VILLAGE COMMENTS	6/19/23
2	VILLAGE COMMENTS	6/13/23
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Project Name and Address

Home Additon and Renovation
Mrs. Olympia Lopez
230 N. 2nd Avenue
Villa Park, IL 60181

Project: 23015	Sheet: Z10
Date: 05/3/2023	
Scale: AS NOTED	

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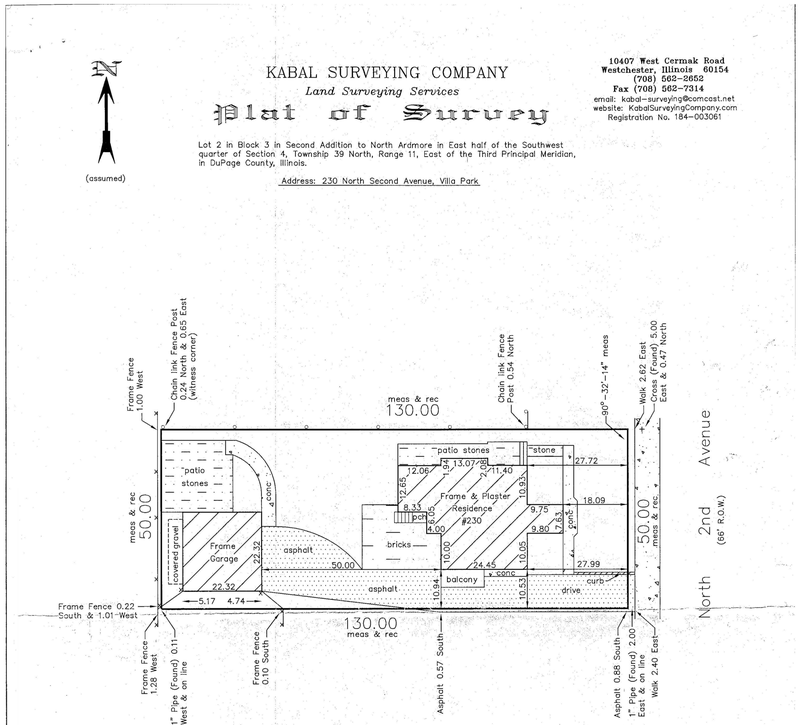
KABAL SURVEYING COMPANY
Land Surveying Services

10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabal-surveying@comcast.net
website: KabalSurveyingCompany.com
Registration No. 184-003061

Plat of Survey

Lot 2 in Block 3 in Second Addition to North Ardmore in East half of the Southwest quarter of Section 4, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois.

Address: 230 North Second Avenue, Villa Park



LEGEND
R.O.W. = right-of-way, E = East
rec = record, N = North, W = West
meas = measured, S = South
pch = porch, rad = radius
prc = point of reverse curve
conc = concrete, pc = point of curve

Area of property is approximately 6,500 square feet

☐ "X" in box indicates that hereon drawn plat was ordered as a non-monumented survey

Please check Legal Description with Deed and report any discrepancy immediately.

Surveyed September 5 ,20 19

Building Located September 5 ,20 19

Scale: 1 inch = 20 ft.
Order No. 190928
Ordered By: Mark L. Amenta, Attorney

SURVEY UPDATED AUGUST 19, 2022

Mitchell P. Balek
035-003250
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
Westchester, Illinois

ORIGINAL SEAL IN RED

This professional service conforms to the current Illinois minimum standards for a boundary survey

STATE OF ILLINOIS } s.s.
COUNTY OF COOK }

I, MITCHELL P. BALEK, an Illinois Professional Land Surveyor, hereby certify that I have surveyed the property described above and the plat hereon drawn is a correct representation of said survey.

Dimensions are in feet and decimal parts thereof and are corrected to a temperature of 62 degrees Fahrenheit.

Mitchell P. Balek

Illinois Professional Land Surveyor No. 035-003250
My license expires on November 30, 2022

General Notes

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2	VILLAGE COMMENTS	6/13/23
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Project Name and Address
Home Additon and Renovation
Mrs. Olympia Lopez
230 N. 2nd Avenue
Villa Park, IL 60181

Project	Sheet
23015	Z11
Date: 05/3/2023	
Scale: AS NOTED	

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VILLAGE OF VILLA PARK, ILLINOIS
PLANNING AND ZONING COMMISSION

IN RE THE MATTER OF:	)	
	)	
STEPHEN FLINT	)	PZ-23-06
230 NORTH SECOND AVENUE	)	

PUBLIC HEARING

JULY 13, 2023

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 7:44 o'clock p.m. on Thursday, the 13th day of July, 2023.

APPEARANCES:
MR. JASON JARRETT, Chairman
MR. DOMINICK ROMANO, Commissioner
MR. KENNETH JACKSON, Commissioner
MR. ERIC LUEDTKE, Commissioner
MR. LARRY CALVERT, Commissioner
MR. EDWARD HOFSTRA, Commissioner
MR. MICHAEL ORLOWSKI, Commissioner
MR. LOUIS LeMIEUX, Commissioner

ALSO PRESENT:
MR. NICK CUZZONE, Villa Park President
MS. STEPHANIE BARAJAS, Planner

REPORTED BY LYN DOERING, CSR.

CHAIRMAN JARRETT: We will move to Petition PZ-23-06 for 230 North Second Avenue. I have two variations; first to allow increased building height and second to allow a reduced front yard setback.

Owner Olympia Lopez. Petitioner Stephen Flint.

Whenever you are ready.

MS. BARAJAS: So the first variation request is to increase the allowable maximum building height to 30 feet, where the allowed is 28 feet.

The second variation request is to allow front yard setback to be reduced to 21 feet where 30 feet is required.

So the subject property is a two story single dwelling home. It had work previously performed without a permit by the previous owner. The new owner is attempting to correct existing violations.

So the existing building height is 29.74 feet. And the Petitioner is requesting the maximum height to be 30 feet.

No changes are being proposed to alter

the existing height of the building, just to make it come into compliance.

In this district the required front yard setback is 30 feet. The structure is currently set back at 18.09 feet.

The previous owner built an enclosed porch that projects 9.8 feet past the front of the structure and then not counting this porch the primary front wall of the structure is encroaching into the front yard setback itself too. So that one is 27.99 feet from the property line.

This nonconforming likely results from different setback requirements at the time it was originally built.

The Petitioner is proposing to remove the enclosed porch and put an open porch in its place, so this would increase the setback to 21.56 feet.

It does not eliminate the violation but it will definitely decrease the encroachment. So then the request is the front yard setback to be reduced to 21 feet.

CHAIRMAN JARRETT: Okay. Thank you.

The presentation, does the Petitioner have a presentation?

MR. FLINT: Yes.

CHAIRMAN JARRETT: It looks like you do.

Whenever you are ready, you can control it over there. Stephanie has a mic for you. State your name and address for the record and we will get started when you ready.

MR. FLINT: Good evening. My name is Stephen Flint. My address is 314 South Westmore, Lombard, Illinois, so just down the street.

So our petition, Stephanie did a great job kind of giving an overview, but I would just like to show you a little bit of some specifics.

So again, my name is Stephen Flint. I have Olympia Lopez and her husband here also. They are the current owners at 230 North Second Avenue.

So it's a two story home. It's kind of a castle that was mimicked from a European castle.

And so the previous owner had built this. The previous owner is deceased, so there is

no information of what happened, you know, with the process and permits.

But our attempt is to obviously correct all the violations, and that's to come, you know, after this portion.

We want to submit everything under one permit because we have coverage issues we have to do and it's just one permit, one contractor.

And as Stephanie stated, we have a building height and front setback requirement here, a variation. Again, the two variations.

And this is pictures of the home as it stands now. You can see, you know, the unique style of the home, and where the tall part is where the variation is, the peak, and it's kind of hidden there. From the back you can kind of see it coming from the back there.

And just to give you some areas, like the side yard patio, the rear patio. Those areas are going to be modified and we are actually going to remove all that sidewalk on the north side to bring it in compliance with the coverage.

And this is where the home is located on Second Avenue on the west side of the street.

Again, this is information as far as the square footage, the use, and it's a single family dwelling of course. And it is surrounded by single family, very similar homes.

And then this is the actual site plan and I just want to make sure I look at my notes here.

So the actual coverage, we are going to be reducing the coverage about 500 and -- almost 520 square feet.

And you can see that in the -- where we have eliminated some of the pavers and the sidewalk and everything, that's indicated there, and then you can see the setbacks with the porch, open porch.

This is showing what's existing, what's new.

And then this is the elevations and you can see how pointy. It looks like a tower there.

We looked at the average height and when we did the calculations for the average height it was 3 foot 7 1/4 but Staff recommended looking at the means, the mean height.

And when we did that we got it down to 1

foot 8 7/8 inches. We were hoping to have it go away altogether but it just didn't quite work out. But it's a very minimal variation with just the peak there. It's very small.

And then this is this 3D showing how the open porch will be. It will give much more relief to the front and give, you know, just I think it's going to improve, you know, the elevation and everything.

There is a balcony off the side there and that is going to be removed. We are going to put just a railing there, a fake balcony, but that is going to be removed. But that doesn't have anything to do with this particular petition.

And then this is our plat of survey.

And then we actually had to get a topo survey done in order to establish the height variation.

And actually based on the ordinance it's the curb height to the curb so we lost probably a foot of elevation there. It's not grade but it's the front of the curb.

So the lot coverage, we are going to remove the existing front porch. We are going to

completely remove the patio on the north side and sidewalks, a portion of the rear patio, reducing the front and side yard concrete walkway.

And then the balcony on the second floor, that doesn't have anything to do with coverage.

And then we are going to I believe replace the driveway.

Is that correct, Olympia?

MS. LOPEZ: Yes.

MR. FLINT: So if anything it will go back the same way, but if anything, you know, if we can reduce it a little bit, then we might trade off with a patio or something of that nature.

But the point of it is, our coverage, we are going to be -- like I said, we are going to be at 56 percent, you know, underneath the required zoning coverage.

And then like I said, we have the open porch, a 36 inch high guard railing we added there at the front. There is a slope, a dropoff there.

And then the interior violations will be corrected. Like I say, we want to do that all at

one time. So we will be submitting for a permit with the complete project to Villa Park.

Thank you very much for the opportunity to present to you tonight, and if you have any questions, go ahead and answer them.

CHAIRMAN JARRETT: Okay. Thank you.

Anyone from the public wishing to speak on this agenda item?

(No response.)

CHAIRMAN JARRETT: Seeing no one, so questions from the Commission?

COMMISSIONER ORLOWSKI: The only question that I had -- most of them have been answered in the presentation -- and that was I just wanted to make sure that any existing violations with the property were going to be taken care of with the building permit as a whole?

MR. FLINT: Yeah.

COMMISSIONER ORLOWSKI: We didn't have this until tonight.

CHAIRMAN JARRETT: Any other questions?

COMMISSIONER CALVERT: I have a

couple, Jason.

CHAIRMAN JARRETT: Go ahead.

COMMISSIONER CALVERT: And just, as a point of disclosure, I have worked with Mr. Flint in the past. He has done a couple of projects on my home.

You mentioned interior violations and getting permits and approval for the variance for the exterior.

What are the interior violations?

MR. FLINT: I think most of them are electrical and there is a couple plumbing, the basement with a bathroom down there.

COMMISSIONER CALVERT: Okay. Have any permits been issued since -- and correct me if I am wrong -- the Petitioner purchased this in September of 2022?

MS. LOPEZ: Yes.

COMMISSIONER CALVERT: Have there been any permits issued, Stephanie, since that time?

MS. BARAJAS: Yes, I am pulling up exactly what it is -- Actually, no, we do not have permits issued.

MR. FLINT: That was my understanding too, that nothing has been --

MS. BARAJAS: No.

MR. FLINT: So this will be the first permit.

MS. BARAJAS: Just open cases.

COMMISSIONER CALVERT: So there haven't been any interior or exterior modifications to the property since September of 2022, since it was last sold?

MS. BARAJAS: Nothing at all.

MR. LOPEZ: We haven't addressed any of the violations because we weren't able to get any permits.

CHAIRMAN JARRETT: Just real quick, could I get your name and your name?

MR. LOPEZ: My name is David Lopez and my wife, Olympia Lopez.

CHAIRMAN JARRETT: Your address is the same as the application?

MS. LOPEZ: Yes.

COMMISSIONER CALVERT: Has anyone, Stephanie, from the Village been in the house, the property?

MS. BARAJAS: I believe Danita Anderson, our building inspector has been in the property.

COMMISSIONER CALVERT: She has been inside?

MS. BARAJAS: She has.

MR. FLINT: I believe there is a report.

MS. BARAJAS: I can't recall when she went.

MS. LOPEZ: She went before the sale of the property, right before the sale. So the whole violations were addressed with the previous owner.

COMMISSIONER CALVERT: What were some of the other -- You said the violations interior were plumbing and electrical?

MS. LOPEZ: Drywall and framing in the basement.

MR. LOPEZ: Framing in the basement, some electrical and plumbing.

MR. FLINT: That balcony was on the list because it is not safe.

MR. LOPEZ: Two balconies we had to

remove to get approval for the loan on the property. So it was not done in treated wood. So in order for to us get the funding for the lending we had to remove the balconies.

MR. FLINT: Yeah.

COMMISSIONER CALVERT: Some drawings that you had sent over to the Village that we had, how do you access the basement from the first floor?

MS. LOPEZ: In the kitchen and in through the side.

COMMISSIONER CALVERT: And the reason I ask, my question directly is this:

When I pulled up this address and I looked at pictures from when it was for sale -- and it has kind of a sad past and it's been abused and neglected -- but what I saw were pictures of multiple kitchens.

MS. LOPEZ: Yes.

COMMISSIONER CALVERT: Is there an apartment in the basement of the property?

MS. LOPEZ: No.

COMMISSIONER CALVERT: Has it been removed?

MS. LOPEZ: Yeah, we removed it.

COMMISSIONER CALVERT: Danita needs to make sure of that sure because it's a single family home and that's what it's zoned and that's what it's taxed at.

MR. FLINT: All that is going to be cleaned up.

COMMISSIONER CALVERT: Okay. I don't have anything else.

CHAIRMAN JARRETT: Any other questions?

(No response.)

CHAIRMAN JARRETT: Any closing comments from the Petitioner?

MR. FLINT: No. I mean, they are here to -- just like the other Petitioner, I think they want to make their home here and they do foster children and stuff and they just want to make it their home and be a law abiding citizen. Unfortunately they inherited this but they are committed to making it correct.

COMMISSIONER CALVERT: I applaud you for trying to bring it back to life.

Hiring Mr. Flint is a step in the right

direction.

MS. LOPEZ: The previous owner was a friend of ours.

MR. LOPEZ: It was a list of issues we had to deal with.

COMMISSIONER CALVERT: Well, I feel better about it knowing that Danita has been inside.

MS. BARAJAS: There also has to be a presale inspection. So a plumber has been inside, and so he has noted if there are additional illegal bathrooms, but that would be a separate report.

COMMISSIONER CALVERT: Okay.

MR. LOPEZ: Like I said, we purchased it in December -- September and we have been trying to purchase for a few years and because of all the violations that's what has been a setback for to us purchase the property, you know.

And we have been trying to be compliant for a couple years and the last step to getting the permits we had to get Mr. Flint and the architect to come up with the drawing for it. But

we have been wanting to just redo this house.

And like the other gentleman said over here, he bought into Villa Park. We love the area. It's very -- you know, for what I do, my trucking and my wife works in the city, and it's right in the middle and we like the area. It's very cool, you know.

So we have been wanting to fix this house for a few years. We have been trying to purchase and fix this house for a few years. And with the list of violations this has been a really slow, long process dragged out and we just want to do it right and get it right. We want to correct everything else that the previous owner did.

COMMISSIONER CALVERT: Or didn't do.

MR. FLINT: And it really is an architectural -- you know, it is a unique home, it really is.

CHAIRMAN JARRETT: All right. Any discussion?

(No response.)

CHAIRMAN JARRETT: If there is no discussion, then I need someone to make a motion.

COMMISSIONER ORLOWSKI: I would say the only discussion that I would add is if we make it a condition to get this approved that a remodel be applied for through the Village.

MR. FLINT: Oh, yeah.

COMMISSIONER ORLOWSKI: That way that will cover any of the violations, get them resolved with a building permit to remodel the house, one permit, and then comply with all violations.

COMMISSIONER CALVERT: Uh huh.

MR. FLINT: Our intent is to have it submitted at the end of the month, that's our plan, but we have to go through the Trustees. We have to get their blessing first, so that's another step.

I just don't want to be premature in case something, you know, were to change.

CHAIRMAN JARRETT: Yeah, this has been on the Village's radar for awhile.

COMMISSIONER CALVERT: So you will have a comprehensive plan then of everything, interior and exterior --

MR. FLINT: Right.

COMMISSIONER CALVERT: -- when you apply for the permits?

MR. FLINT: And it has to go through Danita for review. So she has her report and we have it. Hopefully we pick everything up.

COMMISSIONER CALVERT: Good. Okay.

CHAIRMAN JARRETT: Is there a motion?

COMMISSIONER JACKSON: I can make a motion to recommend approval of PZ-23-06 for variations of a maximum building height of 30 feet and a minimum front yard setback of 21 feet from Table 2-3 of Article 2, Section 2.3, Lot and Building Regulations of the Zoning Ordinance.

CHAIRMAN JARRETT: There is a motion.

Is there a second?

COMMISSIONER HOFSTRA: Second.

CHAIRMAN JARRETT: Questions or comments on the motion?

(No response.)

CHAIRMAN JARRETT: All right. Roll call vote, all in favor of motion?

Calvert?

COMMISSIONER CALVERT: Yes.
CHAIRMAN JARRETT: Hofstra?
COMMISSIONER HOFSTRA: Yes.
CHAIRMAN JARRETT: Jackson?
COMMISSIONER JACKSON: Yes.
CHAIRMAN JARRETT: LeMieux?
COMMISSIONER LeMIEUX: Yes.
CHAIRMAN JARRETT: Luedtke?
COMMISSIONER LEUDTKE: Yes.
CHAIRMAN JARRETT: Orlowski?
COMMISSIONER ORLOWSKI: Yes.
CHAIRMAN JARRETT: Romano?
COMMISSIONER ROMANO: Yes.
CHAIRMAN JARRETT: I too will vote yes.

With that our recommendation passes to the Village Board and they can accept, reject or modify as they see fit.

And good luck.

MR. FLINT: Thank you very much.
CHAIRMAN JARRETT: Thank you.

Okay. We will close that public hearing.

(Proceedings concluded at 8:05 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 6th day of August, 2023.

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 14, 2023
Submitted by: Marc McLaughlin
Submitting Department: Community Development
Item Type: Ordinances
Agenda Section: Ordinances

Subject:
A Ordinance Extending the Expiration of Variations for 27 W Park Blvd

Suggested Action:
An Ordinance for Variations is valid for 1 year unless the project has begun construction or an extension is granted by the Village Board. This Ordinance will extend the expiration of Ordinances 4297, 4298, 4299, and 4300 from August 22, 2023 to August 22, 2024.

Attachments:
Board Memo - 27 W Park Blvd - Extension to Variations.pdf
Villa Park Ordinance Granting Extension for Variations - 27 W. Park Boulevard.doc
4298.pdf
4299.pdf
4300.pdf
4301.pdf

Memo

To: Matthew Harline, Village Manager

From: Marc McLaughlin, AICP, GISP, Director of Community Development

Date: August 14, 2023

Re: Extension of Ordinances 4298, 4299, 4300, and 4301 located at 27 W Park Blvd

---

Ordinances 4298, 4299, 4300, 4301 were approved by the Village Board on August 22, 2022, for Variations related to the proposed 24-unit multi-residential building located at 27 W Park Blvd.

Per Section 11.5.10 Lapse of Approval A. an approved Variation will lapse and have no further effect twelve (12) months after it is approved by the Village Board, unless: a building permit has been issued, or the use or structure has been lawfully established.

Section 11.5.10 Lapse of Approval B. gives the Village Board authority to extend the expiration period for an additional twelve (12) month period.

There are no requested modifications to the approved Variations so no additional public hearings or notifications are required.

Village staff has reviewed the request and is supportive of the extension of twelve (12) months from August 22, 2023. The new expiration date of the Variations will be August 22, 2024.

The approving ordinance for the extension will be a single ordinance extending all four (4) Ordinances 4298, 4299, 4300, and 4301.

Attached are renderings of the proposed building that comply with the approved Variations.

RECOMMENDATION

Staff recommends approval of a twelve (12) month extension to Ordinances 4298, 4299, 4300, and 4301 for Variations per Section 11.5.10 Lapse of Approval.

ORDINANCE NO. _____

AN ORDINANCE GRANTING AN EXTENSION FOR ORDINANCES NOS. 4298, 4299 4300 AND 4301 APPROVING CERTAIN VARIATIONS FOR THE PROPERTY COMMONLY KNOWN AS 27 W. BOULEVARD, VILLA PARK, ILLINOIS

WHEREAS, Ross Builders, Inc. ("Petitioner"), was granted certain variations under under Ordinances Nos. 4298, 4299, 4300 and 4301, approved by the Village President and Board of Trustees of the Village of Villa Park, on August 22, 2022, to allow for the redevelopment, construction, and operation of four (4) story, twenty-four (24) unit market-rate apartment building with elevator, individual storage units on each floor, with internal and external parking at the property located at 27 W/ Park Boulevard, Villa Park, Illinois ("Variations"); and

WHEREAS, in accordance with paragraph A, of Section 11.5.10, of Article 11 of the Village's Zoning Ordinance, a variation will have no further effect twelve (12) months after it is approved by the Village Board unless a building permit has been issued (if required), or the use or structure has been lawfully established; and

WHEREAS, in accordance with paragraph B, of Section 11.5.10, of Article 11 of the Village's Zoning Ordinance, the Village Board is authorized to extend the expiration period for a variation for good cause by up to twelve (12) additional months; and

WHEREAS, the Petitioner has shown that previous unanticipated, volatile and unfavorable market conditions, impacting labor and materials, prevented the construction of the project subject to the Variations within the initial expiration period and Village staff supports and recommends that the Village grant an extension of twelve (12) months for good cause, extending the date that the Variations will lapse to August 22, 2024.

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

SECTION 1. The recitals set forth in the preambles are found to be true and correct and are incorporated herein by reference and made a part of this Ordinance, as if fully recited.

SECTION 2. That an extension for a period of twelve (12) months for the Variations authorized under Ordinances Nos. 4298, 4299, 4300 and 4301, is granted, thereby extending the lapse of approval date for the Variations to August 22, 2024, under the standards set forth in paragraph A, of Section 11.5.10, of Article 11 of the Village's Zoning Ordinance.

SECTION 3. That all other terms and conditions applicable to the Variations, as established by Ordinances Nos. 4298, 4299, 4300 and 4301, shall, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

SECTION 4. That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION 5. This Ordinance shall be in full force and effect upon and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2023.

_____
Nick Cuzzone, Village President

ATTEST:

_____
Hosanna Korynecky, Village Clerk

PUBLISHED in pamphlet form:

_____, 2023

Ordinance No. 4298

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 22nd day of August, 2022.

AYES: 4

NAYS: 3

ABSENT: 0

Approved this 22nd day of August, 2022.

Village President

Attest:

Village Clerk

VILLAGE OF VILLA PARK CORPORATE SEAL DU PAGE COUNTY, ILL.

Published in pamphlet form:

August 22, 2022

Ordinance No. 4299

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 22nd day of August, 2022.

AYES: 4

NAYS: 3

ABSENT: 0

Approved this 22nd day of August, 2022.

Village President

Attest:

Village Clerk

VILLAGE OF VILLA PARK CORPORATE SEAL DU PAGE COUNTY, IL

Published in pamphlet form:

August 22, 2022

Ordinance No. 4300

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 22nd day of August, 2022.

AYES: 5

NAYS: 2

ABSENT: 0

Approved this 22nd day of August, 2022.

Village President

Attest:

Village Clerk

VILLAGE OF VILLA PARK CORPORATE SEAL DU PAGE COUNTY, ILL.

Published in pamphlet form:

August 22, 2022

Ordinance No. 4301

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 22nd day of August, 2022.

AYES: 4

NAYS: 3

ABSENT: 0

Approved this 22nd day of August, 2022.

Village President

Attest:

Village Clerk

VILLAGE OF VILLA PARK CORPORATE SEAL DU PAGE COUNTY, ILL.

Published in pamphlet form:

August 22, 2022

Village Board of Trustees Agenda Item Report

Meeting Date: August 14, 2023
Submitted by: Michael Guerra
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
A Resolution to Approve and Authorize the Execution of a Professional Engineering Services Agreement by and between RJN Group, Inc. and the Village of Villa Park for the 2022 Sanitary Sewer Master Plan Preparation in an Amount not to exceed $156,490.00

Suggested Action:
The Village with assistance from RJN created a Sanitary Sewer Master Plan to recommend improvements to the Villages sanitary sewers in 2008. The Village has implemented several of the recommendations, made other necessary repairs to the system, and created a long-term plan to separate the combined sanitary/stormwater sewers. This proposed agreement is the continuation and completion of the update to the Sanitary Sewer Master Plan that was started last year and will finalize the plan. The agreement was budgeted in the FY23 Budget and will utilize the Wastewater Enterprise Fund account 83.502.02.292 Engineering Services. Staff recommends the approval of this agreement.

This item satisfies the Strategic Long Term Complex Goal "Continue to use a disciplined maintenance plan and schedule for Village infrastructure."

Attachments:
Memo_-_Resolution_Authorizing_Agreement_with_RJN_Group_for_the_2023_Sanitary_Sewer_Maste
Resolution_Authorizing_and_Approving_a_Professional_Engineering_Services_Agreement_w_2023_Sanitary_Sewer_Master_P.docx
Villa Park Agreement with RJN Group 2023.docx
Attachment A - RJN Proposal for 2023 Master Plan - July 2023 (002).pdf

Memo

To: Matt Harline, Village Manager

From: Michael Guerra, P.E., Director of Public Works

Date: August 10, 2023

Re: A Resolution to Approve and Authorize the Execution of a Professional Engineering Services Agreement by and between RJN Group, Inc, and the Village of Villa Park for the 2023 Sanitary Sewer Master Plan Preparation in an Amount not to exceed $156,490.00.

The Village with the assistance from RJN created a Sanitary Sewer Master Plan to recommend an improvements to the Villages sanitary sewers in 2008. Since that time, the Village has implemented several of the recommendations along with making other necessary repairs to the system. Additionally the Village also created a long term plan to separate the combination sewers into sanitary and storm sewers. This proposed agreement is the continuation and completion of the update to the Sanitary Sewer Master Plan that was started last year. Previously RJN assessed the progress that has been made since 2008 and to identify any new and remaining improvements needed for the sanitary sewer system with flow monitoring at ten (10) locations on the system and started the evaluation of the condition of the sanitary sewer manholes. These initial findings will be utilized to provide detailed recommendations for improvements to the system to reduce the inflow and infiltration to the sanitary sewer and to improve the effectiveness of the sewer system. This will allow the Village to minimize the amount of sanitary sewer overflows (SSOs), backups into basements, and the reliance on the Wet Weather Flow Treatment Facility (WWFTF).

This proposal will include approximately 191 sanitary sewer manholes within the Village's sanitary sewer system, review of sanitary sewer conditions that remain to be lined, assessment of the South Villa Lift Station, and update recommendation for improvements to the sanitary sewer system to finalize the Sanitary Sewer Master Plan.

The agreement was budgeted in the FY23 Budget and will utilize Wastewater Enterprise Funds in account 83.502.02.292 Engineering Services.

RECOMMENDATION

Staff recommends approval of the resolution to approve the agreement with RJN Group, Inc for the 2023 Sanitary Sewer Master Plan Preparation in an amount not to exceed $156,490.00

Resolution No. _____

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN AGREEMENT BY AND BETWEEN RJN GROUP, INC. AND THE VILLAGE OF VILLA PARK FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE PREPARATION OF THE 2023 SANITARY SEWER MASTER PLAN IN AN AMOUNT NOT TO EXCEED $156,490.00

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Villa Park, Illinois, (the "Village") it is advisable, necessary and in the public interest that the Village contract for professional engineering services (the "Services") in connection with the 2023 Sanitary Sewer Master Plan Preparation (the "Project") within the Village to assist the Village with updating the Villa Park Sanitary Sewer Master Plan and provide services related to inspection of manholes, assessment of South Villa Lift Station, potential pump and forcemain changes, potential sewers mains and lateral for lining, providing planning recommendations and final report; and

WHEREAS, it is advisable, necessary and in the public interest that RJN Group, Inc. ("RJN") provide the Services for the Project and that the Village enter into an agreement to provide for those Services, in substantially the same form of agreement as is attached hereto as Exhibit "A" and made a part hereof.

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

Section 1: 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: The corporate authorities hereby determined that it is advisable, necessary and in the public interest that the Village enter into an agreement between the Village and RJN, for the furnishing of the Services for the Project, in a total amount not to exceed One Hundred Fifty Six Thousand Four Hundred Ninety 00/100 ($156,490.00) Dollars.

Section 3: The President be and is hereby authorized and directed to execute and the Village Clerk be and is hereby authorized and directed to attest on behalf of the Village the Agreement between the Village and RJN for the furnishing of the Services for the Project, in substantially the same form of agreement as is attached hereto as Exhibit "A" and made a part hereof, 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 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 _____, 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2023

_____
Village President

Attest: _____
Village Clerk

Resolution No. _____

EXHIBIT "A"

Agreement Between Village of Villa Park and RJN Group, Inc.

AGREEMENT

BETWEEN

VILLAGE OF VILLA PARK

AND

RJN GROUP, INC.

THIS AGREEMENT dated _____ by and between the Village of Villa Park, hereinafter called VILLAGE and RJN GROUP, INC., with an office in Wheaton, Illinois, hereinafter called ENGINEER.

WHEREAS, the VILLAGE desires to retain the professional services of the ENGINEER for a project generally described as **2023 Sanitary Sewer Master Plan Preparation (PROJECT).**

WHEREAS, the ENGINEER desires to perform such services to the VILLAGE in accordance with the terms and conditions of the AGREEMENT.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

Section I - Basic Services of ENGINEER

The specific services which the ENGINEER agrees to furnish are as indicated in the Attachment A "Proposal for 2023 Professional Engineering Services" which is hereby incorporated by reference and made part of this AGREEMENT. Changes in the indicated Scope of Services shall be subject to renegotiation and implemented through an Amendment of this AGREEMENT.

Section II - Future Services of ENGINEER

The ENGINEER is available to furnish and perform, under an Amendment or a separately negotiated agreement, future services to supplement this work.

Section III - Schedule of Services

A. Completion Time

For those services described in Section I, the ENGINEER shall make every reasonable effort to schedule manpower and service elements in a diligent manner. It is recognized by both parties that actions of regulatory agencies and/or others may affect the final project schedule.

The services described shall be performed as weather and other physical conditions permit. The ENGINEER shall not be liable to the VILLAGE, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the ENGINEER and not caused by his own fault or negligence. Attachment A is hereby incorporated by reference and made part of this AGREEMENT.

Section IV - Payment for Services

Payment to ENGINEER shall be made as follows:

A. Payment for Services

The VILLAGE recognizes that time is of the essence with respect to payment of the ENGINEER's invoices, and that timely payment is a material part of the consideration of this AGREEMENT.

Payment for services rendered shall be made to the ENGINEER at the end of each month's billing cycle upon presentation of the ENGINEER's monthly statement. ENGINEER will provide to the VILLAGE a detailed statement of tasks by classification and reimbursement expenses. Total payment shall not exceed the forestated amounts without prior authorization by the VILLAGE.

VILLAGE shall pay invoices upon receipt and in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). Additionally, ENGINEER may, upon five (5) calendar days' notice to VILLAGE of VILLAGE's failure to timely pay, suspend all Services until paid in full and may terminate the AGREEMENT.

If the VILLAGE objects to all or any portion of an invoice, the VILLAGE shall so notify the ENGINEER within ten (10) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

VILLAGE has the right to appeal or ask for clarification of any ENGINEER's billing within ten (10) days of date of billing. Until said appeal is resolved, VILLAGE will not be obligated to pay the invoice or relevant portion thereof.. The VILLAGE shall exercise reasonableness in contesting any invoice or portion thereof.

Section V - Services to be Provided by the VILLAGE

A. Authorization to Proceed

The VILLAGE shall authorize the ENGINEER to proceed prior to the ENGINEER starting work.

B. Access to Facilities and Property

The VILLAGE shall make its system facilities and properties available and accessible for inspection by ENGINEER and arrange for access to make all provisions for the ENGINEER to enter upon public property as required for the ENGINEER to perform his services.

C. Prompt Notice

The VILLAGE shall give prompt written notice to ENGINEER whenever VILLAGE observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the service or work of the ENGINEER or Contractors in order that the ENGINEER may take prompt, effective measures, which in the ENGINEER's opinion, will minimized the consequences of a defect.

D. Compensation of a Cost Not to Exceed

For basic services, as enumerated in Section I, the VILLAGE shall pay the ENGINEER a maximum not to exceed cost of $156,490.00. Payments as described hereinafter shall represent full compensation to the ENGINEER for all payroll costs, expenses, current overhead, profit, and all other costs in connection with the performance of these services. The ENGINEER, if requested, shall provide documentation to the VILLAGE of all costs in connection with the performance of these services, and as further described in Attachment A.

E. Changes of Scope

In the event additional services are required through changes in the scope of the PROJECT, or other unusual or unforeseen circumstances are encountered, or for other consulting services, ENGINEER shall, upon written authorization by the VILLAGE, perform the additional services as mutually agreed by both parties by supplemental agreement. If renegotiated terms cannot be agreed to, the VILLAGE agrees that the ENGINEER has an absolute right to terminate the AGREEMENT.

Section VI - Construction Cost and Opinions of Cost

The ENGINEER shall submit to the VILLAGE an opinion of the probable cost required to construct work recommended, designed, or specified by the ENGINEER. The ENGINEER is not a construction cost estimator or construction contractor, nor should the ENGINEER's act of rendering an opinion

of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. The ENGINEER's opinion will be based solely upon its own experience with construction. This requires the ENGINEER to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which the ENGINEER has no control. Given the assumptions which must be made, the ENGINEER cannot guarantee the accuracy of its opinions of cost, and, in recognition of that fact, the VILLAGE waives any claim against the ENGINEER relative to the accuracy of the ENGINEER's opinion of probable construction cost. If prior to the Bidding or Negotiation Phase, VILLAGE wishes greater assurance as to Total Project or Construction Costs, VILLAGE shall employ an independent cost estimator.

Section VII - General Considerations

A. Standard of Practice

Services performed by the ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

B. Survival

All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the VILLAGE and the ENGINEER shall survive the completion of the services hereunder and the termination of this AGREEMENT.

C. Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the ENGINEER as instruments of service shall remain the property of the VILLAGE. The ENGINEER shall retain these records for a period of five (5) years following submission of his or her report, during which period they will be made available to the VILLAGE at all reasonable times.

If the VILLAGE wishes the ENGINEER to retain documents for a longer period of time, the VILLAGE shall so specify in advance, in writing, and shall pay in a timely manner all charges agreed to for the ENGINEER's maintenance of such documents beyond the time period otherwise prevailing.

1. 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.

2. 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.

3. 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. 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.

4. 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.

5. 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.

6. 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.

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.

D. Insurance

The ENGINEER shall procure and maintain insurance for the entire PROJECT period and a minimum period of three years thereafter, according to the following:

1. Workmen's Compensation Insurance in the statutory amount, including Employer's Liability Insurance for its employees.

2. Comprehensive General Liability Insurance, covering bodily injury and property damage with a combined single limit of $1,000,000 per accident; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned, and hired automobiles or vehicles, covering bodily injury with limits of $1,000,000 per person and $1,000,000 per accident; property damage with limits of $100,000 per accident.

3. Professional Liability insurance of $1,000,000 per occurrence and in the aggregate. ENGINEER shall be responsible for all damages to life and property due to his activities or those of his agents or employees in connection with his services, and it is expressly understood that ENGINEER shall indemnify and hold VILLAGE harmless from any claims, suits, action, damages, and cost to every name and description arising out of or resulting from the performance of services rendered by ENGINEER under this Agreement.

4. The premium to be expended for all of the above-mentioned policies of insurance shall be paid by ENGINEER. The policies of insurance, certificates of insurance, and the insurance company or insurance companies issuing such policies or certificates of insurance must be acceptable to VILLAGE.

5. All certificates of insurance must be issued indicating that such policies of certificates are applicable to work being performed under a specific contract or to all work performed by ENGINEER for VILLAGE.

6. Certificates of Insurance shall be completed and submitted to VILLAGE before issuance of Notice-to-Proceed.

7. A minimum of 30 days written notification must be given of any alteration, material change, or cancellation affecting any certificates or policies of insurance as required under this Agreement. Such required notification must be sent via Registered or Certified Mail to the address indicated below:

   Village of Villa Park
   c/o Village Manager
   20 S. Ardmore Avenue
   Villa Park, IL 60181

8. The VILLAGE and its officials, employees and volunteers shall be named as an additional insured on the General Liability and Business Auto Liability insurance.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

E. Certification of Conditions

During the course of construction, the ENGINEER may be called upon to determine the degree to which certain design conditions have been achieved by contractors. In performance of this work, the ENGINEER will use sampling procedures, that is, selected portions of the work will be subject to close review and/or testing and the results observed will be inferred to exist in other areas not sampled. Although such sampling procedures shall be conducted by the ENGINEER in accordance with commonly accepted procedures consistent with applicable standards of practice, the VILLAGE understands that such procedures indicate actual conditions only where sampling is performed, and that, despite proper implementation of sampling and/or testing procedures, and despite proper interpretation of their results, the ENGINEER cannot assure the existence of conditions which the ENGINEER infers to exist. Since a certification that certain conditions exist comprises an assurance of such conditions' existence, the VILLAGE agrees that it would be improper for the ENGINEER to certify that certain conditions exist when the ENGINEER cannot assure they exist. Accordingly, the VILLAGE shall not require the ENGINEER to sign any certification, no matter by whom requested, that would result in the ENGINEER certifying the existence of conditions whose existence the ENGINEER cannot assure. The VILLAGE also agrees that the VILLAGE shall not make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's certifying the existence of conditions whose existence the ENGINEER cannot assure.

F. Buried Utilities and Subsurface Risks

The ENGINEER will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The VILLAGE recognizes that the ENGINEER's research may not identify all subsurface utility lines and man-made objects, and that the information upon which the ENGINEER relies may contain

errors or may not be complete. The ENGINEER will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of utilities and other man-made objects beneath the site's surface.

The VILLAGE will approve the location of these penetrations prior to their being made and the VILLAGE will authorize the ENGINEER to proceed.

The VILLAGE recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic and geotechnical conditions that the ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the VILLAGE recognizes that, because of natural occurrences or direct or indirect human intervention at the site or a distance from it, actual conditions discovered may quickly change. The VILLAGE realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied to help reduce them. The ENGINEER is available to explain these risks and risk reduction methods to the VILLAGE but, in any event, the scope of services included with this AGREEMENT is that which the VILLAGE agreed to or selected in light of his or her own risk preferences and other considerations.

G. Termination of Services

This AGREEMENT may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party. Such termination may not be effected unless the other party is given not less than 10 days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the terminating party and 10 days to cure such substantial failure.

Irrespective of which party shall effect termination or the cause therefore, the VILLAGE shall within forty-five (45) calendar days of termination remunerate the ENGINEER for services rendered and costs incurred, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy. Service shall include those rendered to the time of termination. Costs shall include those incurred to the time of termination. Such costs shall not include payments to third parties engaged by the ENGINEER for services not yet performed.

The VILLAGE may terminate this AGREEMENT with or without cause or reason. Upon receipt of a notice of termination from VILLAGE, the ENGINEER shall promptly discontinue all services

affected (unless the notice directs otherwise) and deliver or otherwise make available to the VILLAGE (subject to "Reuse of Documents" provisions) all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in progress.

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.

H. Controlling Law and Disputes

If any of the provisions of this AGREEMENT are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. However, the VILLAGE and the ENGINEER will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision. This AGREEMENT shall be governed by the laws of the State of Illinois, DuPage and Cook Counties.

The parties agree that they shall reasonably attempt to resolve any disputes regarding the interpretation of this AGREEMENT by informal negotiation, the final resolution of which disputes shall require the agreement of both parties.

I. Successors and Assigns

The VILLAGE and the ENGINEER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

Neither the VILLAGE nor the ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in the performance of services hereunder.

The ENGINEER's use of others for additional services shall not be unreasonably restricted by the VILLAGE provided the ENGINEER notifies the VILLAGE in advance. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the VILLAGE and the

ENGINEER, and all duties and responsibilities undertaken herein will be for the sole and exclusive benefit of the VILLAGE and the ENGINEER and not for the benefit of any other party.

J. Dispute Resolution

K. All claims, disputes or controversies arising from, or in relation to, the interpretation, application or enforcement of this AGREEMENT shall be decided through mediation or arbitration whichever is mutually agreed upon by VILLAGE and ENGINEER. Engineer's Certifications

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 K.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 K.1.h.1)c.ii from any employee or otherwise receiving actual notice of such conviction.
5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

i. in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
j. not a VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official.
k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
l. not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
m. the 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.

2. 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.

3. 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.

L. Miscellaneous Provisions

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. 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.

4. 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.

5. 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.

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed this_____ _____day of _____,20____.

For the VILLAGE:

_____
Nick Cuzzone, Village President
ATTEST:

_____
Village Clerk

For the ENGINEER:

RJN GROUP, INC.

_____
Name

Michael N. Young
Printed

Senior Vice President
Title

Attachment A – RJN Proposal for 2023 Sanitary Sewer Master Plan Preparation, Dated July 27, 2023.

Engineering Infrastructure for Tomorrow

www.rjn.com

July 27, 2023

Mr. Michael M. Guerra, P.E.
Director of Public Works
Village of Villa Park
20 S. Ardmore Ave.
Villa Park, Illinois 60181

Subject: Proposal for Professional Engineering Services
2023 Master Plan Preparation

Dear Mr. Guerra:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the Village of Villa Park (Village) for engineering services to assist the Village with updating the Villa Park Sanitary Sewer Master Plan. The services in this proposal include the evaluation of South Villa Lift station and associated forcemains for capacity improvements, identification of concrete laterals within the system, and a manhole condition assessment in a portion of South Villa. This work will be included in a comprehensive update to the 2008 Sanitary Sewer Master Plan.

Key Project Goals and Objectives

In 2007 and 2008, the Village with assistance from RJN developed a ten-year Sanitary Sewer Master Plan recommending extensive condition assessment and rehabilitation of the sanitary sewer system within the Village's separated sewer areas (Basins 1 through 9). In the ensuing years, the Village has implemented these recommendations and addressed other needs for system improvements that have surfaced since, and it has also developed long-term plans for the combined sewer and separated storm sewer systems.

At the present time, the Village is looking to assess the progress made since the 2008 Sanitary Master Plan and remaining needs for improving the level of service of the sanitary system, with the ultimate goal of minimizing sanitary sewer overflows (SSOs), basement backups, and reliance on the Wet Weather Flow Treatment Facility (WWFTF) during major rain events. In 2022 initial phase of this process was undertaken with the following phases:

- **Flow Monitoring**
- **Hydraulic Modeling**
- **Manhole Inspections** – North Villa

Subsequent to the 2022 work a report was submitted outlining the main areas of concern:

- **Undersized siphon at St. Charles Road –** The Village will arrange to clean to improve flow characteristics. An additional siphon is not an option owing to major utilities in St. Charles Road
- **Underused capacity of discharge sewers downstream of South Villa Lift Station –** The 2023 study will include an evaluation of the options of improving the operations at South Villa.

- **Excess flows in both North and South Villa -** As most of these sewers have now been lined it is anticipated that the excess flows are from foundation drains, laterals and manholes.

As the Village is responsible for only the mains and the laterals where there are factory connections the 2023 project will include a review of the non-reinforced concrete sewers to identify all concrete factory laterals. These sewers are mostly located in North Villa, although there are some segments in South Villa.

The remaining manholes in South Villa in the "old area" – approximately 191 manholes will be inspected.

Rehabilitation recommendations will be provided for all manholes that were inspected in 2022, together with those to be inspected in 2023. Approximately 408 manholes will have preliminary rehabilitation recommendations developed.

A status table of unlined sewers will be developed. This will include any remaining unlined unreinforced concrete sewers, any sewers from the 2018 project that could not be lined because of pipe bends, pipe size changes etc. and sewers consider in OK condition for now, but that should be reviewed on a cyclical basis (every 5-7 years).

Project Team and Experience

In the past 46 years, RJN has completed over 2,000 sewer programs and evaluated nearly 300 million feet of pipeline resulting in nearly $400 million in construction improvement projects across the country. RJN has a long history with the Village of Villa Park. We have worked on dozens of projects with the Village over the years and we have a deep knowledge of the Village's sanitary and combined sewer systems. The project team will include Archana Kuchimanchi, Cathy Morley, and Vinnie Bergl, who together form an expert team in Sewer System Evaluation Studies (SSES) and modeling.

Assuring Quality and Safety

RJN is committed to providing **quality** deliverables. The data, analysis, and recommendations provided by RJN will be used by the Village to make decisions regarding future development and rehabilitation. RJN's in-house data management software, extensive employee training, and established QC processes will ensure that data is accurate and will provide value for the Village.

As an employee-owned firm, RJN's commitment to the **safety** of our employees and of the community is paramount. That commitment to safety is demonstrated in our internally developed and audited safety program.

Price and Schedule Summary

This project will be invoiced on a Time and Materials and Unit Price basis for a total not-to-exceed fee of $156,490. Complete Scope of Services, Pricing, and Schedules are provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Pricing

- Exhibit C – Schedule
- Exhibit D – Maps

We are looking forward to the opportunity to work with the Village of Villa Park on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Cathy at (630) 520-3326 or Archana at (312) 363 8835 if you would like to discuss this proposal or have any questions.

Sincerely,

Catherine L. Morley

K. S. Archana

Catherine L. Morley, P.E.
Senior Project Manager

Archana Kuchimanchi, P.E.
Project Manager

EXHIBIT A
SCOPE OF SERVICES

RJN is proposing the following scope of services to assess the Village's sanitary sewer system as part of the Sanitary Master Plan update.

1. **Preparatory Work and Data Review**
    a. Conduct a kickoff meeting with the Village to discuss the project.
    b. Gather and review available data from the Village, including:
        i. Lift station and treatment facility data;
        ii. South Villa Lift Station Drawings, as available and operations information
        iii. Other data necessary for hydraulic modeling
        iv. DVDs and reports of 2010 Lining Program
    c. Upload 2014 and 2020 lining videos into Clarity Platform

2. **Manhole Inspections**
    a. Provide equipment and personnel to complete manhole inspections as outlined and on the attached exhibit.
    b. Use handheld electronic data collection equipment for collecting manhole inspection data.
    c. Complete surface manhole inspections for manholes as outlined. Collect the following attribute data, as it can be determined from the surface:
        i. Mapping grade GPS locate of manhole;
        ii. Manhole diameter;
        iii. Manhole material;
        iv. Pipe invert measurements;
        v. Connecting sewer diameter(s); and
        vi. Connecting sewer flow direction.
    d. Identify and document manhole condition, as it can be determined from the surface, including:
        i. Direct evidence of I/I;
        ii. Open pick-holes in lid;
        iii. Frame and adjusting ring condition, including adjustments and chimney seals;
        iv. Cone condition and defects;
        v. Wall condition and defects; and
        vi. Channel and bench condition and defects.
    e. Take a minimum of four digital photographs at each manhole structure
        i. Surrounding area;
        ii. Manhole cover;
        iii. Topside - looking down;
        iv. Manhole frame and adjustments; and
        v. Any major manhole defects
    f. For deeper manholes and those with obvious wall defects:

i. In lieu of man-entry, inspections will be undertaken using GoPro cameras to identify and document condition
ii. All manholes 14' or greater will be documented with GoPro inspections
iii. Shallower manholes, only if needed, will be documented with the GoPro camera

g. Upload and provide access to manhole inspection data and photos on the web viewer Clarity®.
h. Field Inspections Scope
    i. Inspection area will include all manholes in the attached exhibit, plus 11 manholes that could not be inspected in 2022 inspections for inaccessibility issues, or they were Not Found.
    ii. Approximately 202 manholes
    iii. Estimated that 40 manholes will require remote imaging (GoPro) inspections
    iv. Quality control of all data received
i. Provide data analysis as follows for 408 manhole structures:
    i. Compile field data and develop complete list of defects;
    ii. Assign an estimated flow to each defect;
    iii. Determine a preliminary rehabilitation method for each manhole
    iv. Develop computer-generated rehabilitation recommendations for all manhole inspections.
    v. Complete quality control and review of 60% (245 manholes) of computer-generated recommendations
    vi. Create a summary of estimate cost.
    vii. Development of a detailed rehabilitation schedule is not included in the scope but can be added if requested by the Village.

3. **South Villa Evaluation**

Condition assessment of South Villa Lift Station:

a. Provide equipment and personnel as necessary for lift station inspection.
b. Use handheld electronic data collection equipment for collecting lift station inspection data.
c. Perform an existing data review of the lift station and force main, including:
    i. Village sewer atlases;
    ii. Existing design and/or record drawings from initial construction and/or any lift station/force main modifications; and
    iii. Pump curves and pumping data as available.
d. Observe pump operations and complete fill and draw tests on each pump and pumping configuration. Compare calculated flow to pump curves.
e. Perform a general functionality assessment of the lift station site, evaluate:
    i. Overall condition and appearance;
    ii. Site access and security;
    iii. Lift station bypass pumping capability;
    iv. Force main inspection/pigging capability;

v. Floats/level monitoring;
vi. Overall monitoring and control system; and
vii. Emergency power options.

f. Provide an inventory of monitoring and control system, including:
   i. SCADA connectivity;
   ii. Remote operations abilities;
   iii. Presence of operations and maintenance manuals;
   iv. Presence of flow meters, runtime recorders, etc.; and
   v. Alarming capabilities.

g. Perform confined space entry or remote camera inspections as able. Identify and document the general attributes, condition, and identified defects of underground structures including junction manholes, wet wells, valve vaults, etc., including:
   i. Sub-centimeter grade GPS locates;
   ii. Structure condition, dimensions, depths, and materials;
   iii. Connecting sewer invert(s), diameter(s), and material(s);
   iv. Frame condition, including needed adjustments and seals;
   v. Pipe seal condition and defects;
   vi. H2S level;
   vii. Direct evidence of I/I; and
   viii. Grit/silt levels.

h. Take digital photographs at the lift station site, including:
   i. Surrounding area;
   ii. Photos of installed equipment; and
   iii. Topside - looking down into each structure.

i. Document the force main routes. Inspect force main outlet locations and additional manholes immediately downstream using a confined space descent inspection or remote camera inspection:
   i. Collect sub-centimeter GPS point at force main discharge location;
   ii. Look for corrosion due to H2S and other major concerns;
   iii. Using a portable velocity meter, measure the velocity of force main discharge when pumps are in operation; and
   iv. Using a multi-gas detector, measure H2S level in manholes.

j. Evaluate bypass chamber at corner of Villa/Madison for bypass operation and condition of weir boards.

k. Provide the following information for the Technical Memorandum:
   i. Narrative summary of inspections;
   ii. Assessment of pumping capabilities;
   iii. GIS map of lift station site, force main, manholes inspected, and identified defects, and
   iv. Recommendations for next steps, including rehabilitation, replacement, force main cleaning or inspection, etc.

Potential Pump/Forcemain changes

a. Evaluate pump/forcemain configuration required to maximize flows without changing wet well footprint. Evaluate potential to upsize pumps at South Villa to convey flow to match capacity of receiving sewers.
b. Evaluate valve vault and potential need to reconfigure.
c. Evaluate benefit of extending forcemain on Villa to Madison. If forcemain was extended would diversion structure need re-location east on Madison to operate properly
d. From hydraulic model determine benefit of upsizing pumps/extending forcemain
e. Estimate cost for improvements.
f. Provide the following information for the Technical Memorandum:
    a. Discussions of options evaluated
    b. recommendations for improvements and associate costs

4. **Lined sewer layer update**
    a. Confirm all lined sewers are in the GIS – update as necessary (or provide information to Village to update)
    b. Identify sewers in Separated areas (North and South Villa, downstream of S. Villa pump station and east of Rte 83) that are unlined.
    c. Prepare table of sewers that are unlined and status:
        i. Unlined due to budget constraints – mainly unreinforced concrete sewers – provide prioritization.
        ii. Unable to line – bends – pipe size changes etc.
        iii. Rehabilitation to be undertaken by others (high school)
        iv. Inspection/condition unknown
        v. VCP in good condition – follow up in 5 years
        vi. PVC
    d. Prepare table of prioritization of inspection and sewer lining/rehabilitation recommendations with associated 2023 costs

5. **Lateral connections**
    a. Prepare table of laterals of all unreinforced concrete sewers segments in North and South Villa
        i. Using PACP database where available and reviewing video
        ii. Using DVDs and reports and reviewing video if PACP database not available
        iii. Approximate TV to review – 54,000 feet lined sewers and up to 6,000 feet unlined concrete sewer for which TV data is available.
        iv. Prepare tables for each segment:
            1. Upstream Manhole to Downstream Manhole, size, street, footage of each lateral and clock position
            2. Identify concrete factory Ys and condition (if visible)
            3. Identify break in VCP in concrete factory Ys and condition (if visible)
            4. Note significant defects in factory connections where possible

5. Note other lateral conditions (such as roots) if it may affect operations of Village's system, regardless of pipe material

v. Upload tables as a GIS layer so that concrete factory laterals and condition can be mapped and located

6. **Master Planning Recommendations and Summary Report**
   a. Update 2008 data tables to reflect lining status and pipe inspection status.
   b. Prepare maps showing unlined sewers and inspection/condition status.
   c. Include tables and maps of laterals, identifying all laterals, materials and those concrete laterals of specific concern.
   d. Include modeling chapter to incorporate findings and recommendations of 2022 study.
   e. South Villa pump station chapter incorporating findings and recommendations of 2023 study.
   f. Manhole chapter including all manhole inspections, recommendations, tables, maps and costs from 2019, 2022 and 2023 inspections.
   g. In consultation with Village prepare multi-year inspection program for remaining sewers needing inspection and multi-year rehabilitation program for sewers and manholes
   h. Provide cost estimates for all recommended work.
   i. Submit a PDF draft report for Village review.
   j. Incorporate Village's comments and submit an electronic copy of the final report to Village. Provide a PDF of the final report and a flash drive containing all digital documents and processed flow-monitoring data.

7. **Project Management**
   a. Provide project management services including invoicing, scope, schedule, fee tracking, and closeout services.
   b. Meet with Village staff in person or virtually as necessary to discuss the progress of the project.
   c. Meet with Village prior to report preparation to discuss findings of studies and items for inclusion in draft report.
   d. Meet with Village after submission of draft report to discuss findings and modifications to final report.

Items Requested from the Village

1. Updated GIS geodatabases for the sanitary sewer collection system.
2. Record drawings, pump curves, and historical data for the South Villa Lift Station, as available.
3. Record drawings of the Villa Ave sanitary diversion structures, as available.
4. Access to sanitary structures for inspection. Assistance locating or opening seized/buried manholes as required, including those identified in 2022 inspections.
5. DVDs of 2010 lining program including pre and post lining, video and reports.
6. Assistance with traffic control in high traffic areas, as necessary.

EXHIBIT B
PRICING

Pricing for the 2023 Master Plan Preparation project is as follows:

Pricing Terms for Invoicing: Unit Price and Lump Sum/Percent Complete

Not-To-Exceed Total Cost: $156,490

Cost Schedule

Task	Quantity	Units	Unit Price	Fee
Preparatory Work and Data Review	-	LS	-	$7,500
Manhole Inspections Surface	162	MHs	$110	$17,820
Manhole Inspections Remote Imaging	40	MHs	$135	$5,400
Manhole Recommendations/Report	-	LS	-	$12,500
South Villa Evaluation		LS		$32,000
Lined Sewer Update		LS		$7,500
Lateral Connection Evaluation - 2010	33,500	feet	0.60	$20,100
Lateral Connection Evaluation - 2014	6,000	feet	0.52	$3,120
Lateral Connection Evaluation - 2020	15,100	feet	0.50	$7,550
Unlined Sewers lateral Evaluation - 2016	10,000	feet	0.60	$6,000
Master Planning and Summary Report	-	LS	-	$27,000
Project Management Services	-	LS	-	$10,000

Amendment Option

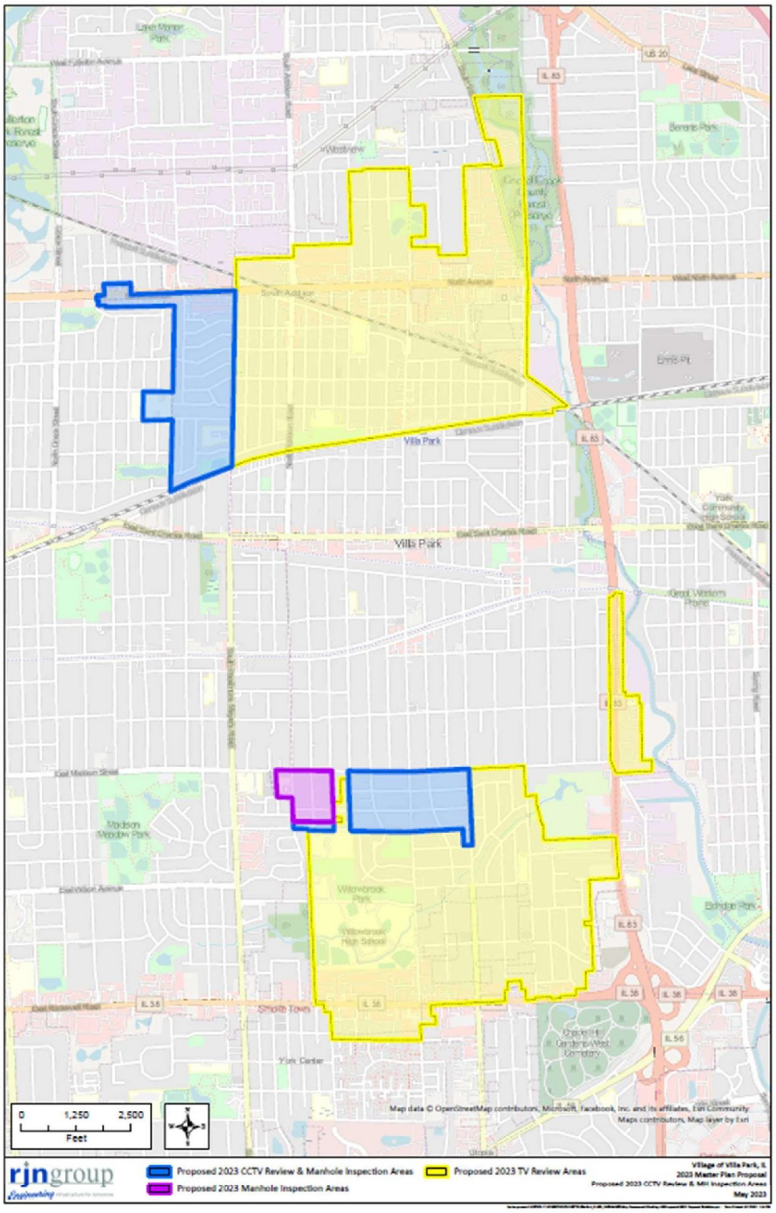
This Proposal can be amended to include additional work upon joint approval by the Village and RJN.

EXHIBIT C
PROPOSED SCHEDULE

Seasonal conditions in late spring and early summer make this the best time to conduct flow monitoring studies. Therefore, RJN is prepared to start work immediately upon an Agreement. The following schedule assumes the project is approved at the August 15 board meeting.

Task	Timeline
Notice to Proceed	August 16, 2023
Manhole Inspections Start By	December 30, 2023
Draft Manhole Recommendation Report completed by	April 30, 2024
South Villa Evaluation Completed by	February 28, 2024
Sewer and lateral evaluation completed by	March 15, 2024
Draft Master Planning and Summary Report completed by	April 30, 2024

EXHIBIT D
PROJECT WORK AREA



AGREEMENT

BETWEEN

VILLAGE OF VILLA PARK

AND

RJN GROUP, INC.

THIS AGREEMENT dated _____ by and between the Village of Villa Park, hereinafter called VILLAGE and RJN GROUP, INC., with an office in Wheaton, Illinois, hereinafter called ENGINEER.

WHEREAS, the VILLAGE desires to retain the professional services of the ENGINEER for a project generally described as 2023 Sanitary Sewer Master Plan Preparation (PROJECT).

WHEREAS, the ENGINEER desires to perform such services to the VILLAGE in accordance with the terms and conditions of the AGREEMENT.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

Section I - Basic Services of ENGINEER

The specific services which the ENGINEER agrees to furnish are as indicated in the Attachment A "Proposal for 2023 Professional Engineering Services" which is hereby incorporated by reference and made part of this AGREEMENT. Changes in the indicated Scope of Services shall be subject to renegotiation and implemented through an Amendment of this AGREEMENT.

Section II - Future Services of ENGINEER

The ENGINEER is available to furnish and perform, under an Amendment or a separately negotiated agreement, future services to supplement this work.

Section III - Schedule of Services

A. Completion Time

For those services described in Section I, the ENGINEER shall make every reasonable effort to schedule manpower and service elements in a diligent manner. It is recognized by both parties that actions of regulatory agencies and/or others may affect the final project schedule.

The services described shall be performed as weather and other physical conditions permit. The ENGINEER shall not be liable to the VILLAGE, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the ENGINEER and not caused by his own fault or negligence. Attachment A is hereby incorporated by reference and made part of this AGREEMENT.

Section IV - Payment for Services

Payment to ENGINEER shall be made as follows:

A. Payment for Services

The VILLAGE recognizes that time is of the essence with respect to payment of the ENGINEER's invoices, and that timely payment is a material part of the consideration of this AGREEMENT.

Payment for services rendered shall be made to the ENGINEER at the end of each month's billing cycle upon presentation of the ENGINEER's monthly statement. ENGINEER will provide to the VILLAGE a detailed statement of tasks by classification and reimbursement expenses. Total payment shall not exceed the forestated amounts without prior authorization by the VILLAGE.

VILLAGE shall pay invoices upon receipt and in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). Additionally, ENGINEER may, upon five (5) calendar days' notice to VILLAGE of VILLAGE's failure to timely pay, suspend all Services until paid in full and may terminate the AGREEMENT.

If the VILLAGE objects to all or any portion of an invoice, the VILLAGE shall so notify the ENGINEER within ten (10) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

VILLAGE has the right to appeal or ask for clarification of any ENGINEER's billing within ten (10) days of date of billing. Until said appeal is resolved, VILLAGE will not be obligated to pay the invoice or relevant portion thereof.. The VILLAGE shall exercise reasonableness in contesting any invoice or portion thereof.

Section V - Services to be Provided by the VILLAGE

A. Authorization to Proceed

The VILLAGE shall authorize the ENGINEER to proceed prior to the ENGINEER starting work.

B. Access to Facilities and Property

The VILLAGE shall make its system facilities and properties available and accessible for inspection by ENGINEER and arrange for access to make all provisions for the ENGINEER to enter upon public property as required for the ENGINEER to perform his services.

C. Prompt Notice

The VILLAGE shall give prompt written notice to ENGINEER whenever VILLAGE observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the service or work of the ENGINEER or Contractors in order that the ENGINEER may take prompt, effective measures, which in the ENGINEER's opinion, will minimized the consequences of a defect.

D. Compensation of a Cost Not to Exceed

For basic services, as enumerated in Section I, the VILLAGE shall pay the ENGINEER a maximum not to exceed cost of $156,490.00. Payments as described hereinafter shall represent full compensation to the ENGINEER for all payroll costs, expenses, current overhead, profit, and all other costs in connection with the performance of these services. The ENGINEER, if requested, shall provide documentation to the VILLAGE of all costs in connection with the performance of these services, and as further described in Attachment A.

E. Changes of Scope

In the event additional services are required through changes in the scope of the PROJECT, or other unusual or unforeseen circumstances are encountered, or for other consulting services, ENGINEER shall, upon written authorization by the VILLAGE, perform the additional services as mutually agreed by both parties by supplemental agreement. If renegotiated terms cannot be agreed to, the VILLAGE agrees that the ENGINEER has an absolute right to terminate the AGREEMENT.

Section VI - Construction Cost and Opinions of Cost

The ENGINEER shall submit to the VILLAGE an opinion of the probable cost required to construct work recommended, designed, or specified by the ENGINEER. The ENGINEER is not a construction cost estimator or construction contractor, nor should the ENGINEER's act of rendering an opinion

of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. The ENGINEER's opinion will be based solely upon its own experience with construction. This requires the ENGINEER to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which the ENGINEER has no control. Given the assumptions which must be made, the ENGINEER cannot guarantee the accuracy of its opinions of cost, and, in recognition of that fact, the VILLAGE waives any claim against the ENGINEER relative to the accuracy of the ENGINEER's opinion of probable construction cost. If prior to the Bidding or Negotiation Phase, VILLAGE wishes greater assurance as to Total Project or Construction Costs, VILLAGE shall employ an independent cost estimator.

Section VII - General Considerations

A. Standard of Practice

Services performed by the ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

B. Survival

All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the VILLAGE and the ENGINEER shall survive the completion of the services hereunder and the termination of this AGREEMENT.

C. Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the ENGINEER as instruments of service shall remain the property of the VILLAGE. The ENGINEER shall retain these records for a period of five (5) years following submission of his or her report, during which period they will be made available to the VILLAGE at all reasonable times.

If the VILLAGE wishes the ENGINEER to retain documents for a longer period of time, the VILLAGE shall so specify in advance, in writing, and shall pay in a timely manner all charges agreed to for the ENGINEER's maintenance of such documents beyond the time period otherwise prevailing.

1. 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.

2. 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.

3. 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. 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.

4. 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.

5. 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.

6. 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.

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.

D. Insurance

The ENGINEER shall procure and maintain insurance for the entire PROJECT period and a minimum period of three years thereafter, according to the following:

1. Workmen's Compensation Insurance in the statutory amount, including Employer's Liability Insurance for its employees.

2. Comprehensive General Liability Insurance, covering bodily injury and property damage with a combined single limit of $1,000,000 per accident; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned, and hired automobiles or vehicles, covering bodily injury with limits of $1,000,000 per person and $1,000,000 per accident; property damage with limits of $100,000 per accident.

3. Professional Liability insurance of $1,000,000 per occurrence and in the aggregate. ENGINEER shall be responsible for all damages to life and property due to his activities or those of his agents or employees in connection with his services, and it is expressly understood that ENGINEER shall indemnify and hold VILLAGE harmless from any claims, suits, action, damages, and cost to every name and description arising out of or resulting from the performance of services rendered by ENGINEER under this Agreement.

4. The premium to be expended for all of the above-mentioned policies of insurance shall be paid by ENGINEER. The policies of insurance, certificates of insurance, and the insurance company or insurance companies issuing such policies or certificates of insurance must be acceptable to VILLAGE.

5. All certificates of insurance must be issued indicating that such policies of certificates are applicable to work being performed under a specific contract or to all work performed by ENGINEER for VILLAGE.

6. Certificates of Insurance shall be completed and submitted to VILLAGE before issuance of Notice-to-Proceed.

7. A minimum of 30 days written notification must be given of any alteration, material change, or cancellation affecting any certificates or policies of insurance as required under this Agreement. Such required notification must be sent via Registered or Certified Mail to the address indicated below:

   Village of Villa Park
   c/o Village Manager
   20 S. Ardmore Avenue
   Villa Park, IL 60181

8. The VILLAGE and its officials, employees and volunteers shall be named as an additional insured on the General Liability and Business Auto Liability insurance.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

E. Certification of Conditions

During the course of construction, the ENGINEER may be called upon to determine the degree to which certain design conditions have been achieved by contractors. In performance of this work, the ENGINEER will use sampling procedures, that is, selected portions of the work will be subject to close review and/or testing and the results observed will be inferred to exist in other areas not sampled. Although such sampling procedures shall be conducted by the ENGINEER in accordance with commonly accepted procedures consistent with applicable standards of practice, the VILLAGE understands that such procedures indicate actual conditions only where sampling is performed, and that, despite proper implementation of sampling and/or testing procedures, and despite proper interpretation of their results, the ENGINEER cannot assure the existence of conditions which the ENGINEER infers to exist. Since a certification that certain conditions exist comprises an assurance of such conditions' existence, the VILLAGE agrees that it would be improper for the ENGINEER to certify that certain conditions exist when the ENGINEER cannot assure they exist. Accordingly, the VILLAGE shall not require the ENGINEER to sign any certification, no matter by whom requested, that would result in the ENGINEER certifying the existence of conditions whose existence the ENGINEER cannot assure. The VILLAGE also agrees that the VILLAGE shall not make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's certifying the existence of conditions whose existence the ENGINEER cannot assure.

F. Buried Utilities and Subsurface Risks

The ENGINEER will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The VILLAGE recognizes that the ENGINEER's research may not identify all subsurface utility lines and man-made objects, and that the information upon which the ENGINEER relies may contain

errors or may not be complete. The ENGINEER will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of utilities and other man-made objects beneath the site's surface.

The VILLAGE will approve the location of these penetrations prior to their being made and the VILLAGE will authorize the ENGINEER to proceed.

The VILLAGE recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic and geotechnical conditions that the ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the VILLAGE recognizes that, because of natural occurrences or direct or indirect human intervention at the site or a distance from it, actual conditions discovered may quickly change. The VILLAGE realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied to help reduce them. The ENGINEER is available to explain these risks and risk reduction methods to the VILLAGE but, in any event, the scope of services included with this AGREEMENT is that which the VILLAGE agreed to or selected in light of his or her own risk preferences and other considerations.

G. Termination of Services

This AGREEMENT may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party. Such termination may not be effected unless the other party is given not less than 10 days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the terminating party and 10 days to cure such substantial failure.

Irrespective of which party shall effect termination or the cause therefore, the VILLAGE shall within forty-five (45) calendar days of termination remunerate the ENGINEER for services rendered and costs incurred, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy. Service shall include those rendered to the time of termination. Costs shall include those incurred to the time of termination. Such costs shall not include payments to third parties engaged by the ENGINEER for services not yet performed.

The VILLAGE may terminate this AGREEMENT with or without cause or reason. Upon receipt of a notice of termination from VILLAGE, the ENGINEER shall promptly discontinue all services

affected (unless the notice directs otherwise) and deliver or otherwise make available to the VILLAGE (subject to "Reuse of Documents" provisions) all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in progress.

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.

H. Controlling Law and Disputes

If any of the provisions of this AGREEMENT are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. However, the VILLAGE and the ENGINEER will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision. This AGREEMENT shall be governed by the laws of the State of Illinois, DuPage and Cook Counties.

The parties agree that they shall reasonably attempt to resolve any disputes regarding the interpretation of this AGREEMENT by informal negotiation, the final resolution of which disputes shall require the agreement of both parties.

I. Successors and Assigns

The VILLAGE and the ENGINEER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

Neither the VILLAGE nor the ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in the performance of services hereunder.

The ENGINEER's use of others for additional services shall not be unreasonably restricted by the VILLAGE provided the ENGINEER notifies the VILLAGE in advance. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the VILLAGE and the

ENGINEER, and all duties and responsibilities undertaken herein will be for the sole and exclusive benefit of the VILLAGE and the ENGINEER and not for the benefit of any other party.

J. Dispute Resolution

K. All claims, disputes or controversies arising from, or in relation to, the interpretation, application or enforcement of this AGREEMENT shall be decided through mediation or arbitration whichever is mutually agreed upon by VILLAGE and ENGINEER. Engineer's Certifications

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 K.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 K.1.h.1)c.ii from any employee or otherwise receiving actual notice of such conviction.
5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

i. in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
j. not a VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official.
k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
l. not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
m. the 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.

2. 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.

3. 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.

L. Miscellaneous Provisions

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. 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.

4. 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.

5. 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.

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed this_____ _____day of _____,20____.

For the VILLAGE:

_____
Nick Cuzzone, Village President
ATTEST:

_____
Village Clerk

For the ENGINEER:

RJN GROUP, INC.

_____
Name

Michael N. Young
Printed

Senior Vice President
Title

Attachment A – RJN Proposal for 2023 Sanitary Sewer Master Plan Preparation, Dated July 27, 2023.

July 27, 2023

Mr. Michael M. Guerra, P.E.
Director of Public Works
Village of Villa Park
20 S. Ardmore Ave.
Villa Park, Illinois 60181

Subject: Proposal for Professional Engineering Services
2023 Master Plan Preparation

Dear Mr. Guerra:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the Village of Villa Park (Village) for engineering services to assist the Village with updating the Villa Park Sanitary Sewer Master Plan. The services in this proposal include the evaluation of South Villa Lift station and associated forcemains for capacity improvements, identification of concrete laterals within the system, and a manhole condition assessment in a portion of South Villa. This work will be included in a comprehensive update to the 2008 Sanitary Sewer Master Plan.

Key Project Goals and Objectives

In 2007 and 2008, the Village with assistance from RJN developed a ten-year Sanitary Sewer Master Plan recommending extensive condition assessment and rehabilitation of the sanitary sewer system within the Village's separated sewer areas (Basins 1 through 9). In the ensuing years, the Village has implemented these recommendations and addressed other needs for system improvements that have surfaced since, and it has also developed long-term plans for the combined sewer and separated storm sewer systems.

At the present time, the Village is looking to assess the progress made since the 2008 Sanitary Master Plan and remaining needs for improving the level of service of the sanitary system, with the ultimate goal of minimizing sanitary sewer overflows (SSOs), basement backups, and reliance on the Wet Weather Flow Treatment Facility (WWFTF) during major rain events. In 2022 initial phase of this process was undertaken with the following phases:

- **Flow Monitoring**
- **Hydraulic Modeling**
- **Manhole Inspections** – North Villa

Subsequent to the 2022 work a report was submitted outlining the main areas of concern:

- **Undersized siphon at St. Charles Road –** The Village will arrange to clean to improve flow characteristics. An additional siphon is not an option owing to major utilities in St. Charles Road
- **Underused capacity of discharge sewers downstream of South Villa Lift Station –** The 2023 study will include an evaluation of the options of improving the operations at South Villa.

- **Excess flows in both North and South Villa -** As most of these sewers have now been lined it is anticipated that the excess flows are from foundation drains, laterals and manholes.

As the Village is responsible for only the mains and the laterals where there are factory connections the 2023 project will include a review of the non-reinforced concrete sewers to identify all concrete factory laterals. These sewers are mostly located in North Villa, although there are some segments in South Villa.

The remaining manholes in South Villa in the "old area" – approximately 191 manholes will be inspected.

Rehabilitation recommendations will be provided for all manholes that were inspected in 2022, together with those to be inspected in 2023. Approximately 408 manholes will have preliminary rehabilitation recommendations developed.

A status table of unlined sewers will be developed. This will include any remaining unlined unreinforced concrete sewers, any sewers from the 2018 project that could not be lined because of pipe bends, pipe size changes etc. and sewers consider in OK condition for now, but that should be reviewed on a cyclical basis (every 5-7 years).

Project Team and Experience

In the past 46 years, RJN has completed over 2,000 sewer programs and evaluated nearly 300 million feet of pipeline resulting in nearly $400 million in construction improvement projects across the country. RJN has a long history with the Village of Villa Park. We have worked on dozens of projects with the Village over the years and we have a deep knowledge of the Village's sanitary and combined sewer systems. The project team will include Archana Kuchimanchi, Cathy Morley, and Vinnie Bergl, who together form an expert team in Sewer System Evaluation Studies (SSES) and modeling.

Assuring Quality and Safety

RJN is committed to providing **quality** deliverables. The data, analysis, and recommendations provided by RJN will be used by the Village to make decisions regarding future development and rehabilitation. RJN's in-house data management software, extensive employee training, and established QC processes will ensure that data is accurate and will provide value for the Village.

As an employee-owned firm, RJN's commitment to the **safety** of our employees and of the community is paramount. That commitment to safety is demonstrated in our internally developed and audited safety program.

Price and Schedule Summary

This project will be invoiced on a Time and Materials and Unit Price basis for a total not-to-exceed fee of $156,490. Complete Scope of Services, Pricing, and Schedules are provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Pricing

- Exhibit C – Schedule
- Exhibit D – Maps

We are looking forward to the opportunity to work with the Village of Villa Park on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Cathy at (630) 520-3326 or Archana at (312) 363 8835 if you would like to discuss this proposal or have any questions.

Sincerely,

Catherine L. Morley

K. S. Archana

Catherine L. Morley, P.E.

Senior Project Manager

Archana Kuchimanchi, P.E.

Project Manager

EXHIBIT A
SCOPE OF SERVICES

RJN is proposing the following scope of services to assess the Village's sanitary sewer system as part of the Sanitary Master Plan update.

1. **Preparatory Work and Data Review**
    a. Conduct a kickoff meeting with the Village to discuss the project.
    b. Gather and review available data from the Village, including:
        i. Lift station and treatment facility data;
        ii. South Villa Lift Station Drawings, as available and operations information
        iii. Other data necessary for hydraulic modeling
        iv. DVDs and reports of 2010 Lining Program
    c. Upload 2014 and 2020 lining videos into Clarity Platform

2. **Manhole Inspections**
    a. Provide equipment and personnel to complete manhole inspections as outlined and on the attached exhibit.
    b. Use handheld electronic data collection equipment for collecting manhole inspection data.
    c. Complete surface manhole inspections for manholes as outlined. Collect the following attribute data, as it can be determined from the surface:
        i. Mapping grade GPS locate of manhole;
        ii. Manhole diameter;
        iii. Manhole material;
        iv. Pipe invert measurements;
        v. Connecting sewer diameter(s); and
        vi. Connecting sewer flow direction.
    d. Identify and document manhole condition, as it can be determined from the surface, including:
        i. Direct evidence of I/I;
        ii. Open pick-holes in lid;
        iii. Frame and adjusting ring condition, including adjustments and chimney seals;
        iv. Cone condition and defects;
        v. Wall condition and defects; and
        vi. Channel and bench condition and defects.
    e. Take a minimum of four digital photographs at each manhole structure
        i. Surrounding area;
        ii. Manhole cover;
        iii. Topside - looking down;
        iv. Manhole frame and adjustments; and
        v. Any major manhole defects
    f. For deeper manholes and those with obvious wall defects:

i. In lieu of man-entry, inspections will be undertaken using GoPro cameras to identify and document condition
ii. All manholes 14' or greater will be documented with GoPro inspections
iii. Shallower manholes, only if needed, will be documented with the GoPro camera

g. Upload and provide access to manhole inspection data and photos on the web viewer Clarity®.
h. Field Inspections Scope
    i. Inspection area will include all manholes in the attached exhibit, plus 11 manholes that could not be inspected in 2022 inspections for inaccessibility issues, or they were Not Found.
    ii. Approximately 202 manholes
    iii. Estimated that 40 manholes will require remote imaging (GoPro) inspections
    iv. Quality control of all data received
i. Provide data analysis as follows for 408 manhole structures:
    i. Compile field data and develop complete list of defects;
    ii. Assign an estimated flow to each defect;
    iii. Determine a preliminary rehabilitation method for each manhole
    iv. Develop computer-generated rehabilitation recommendations for all manhole inspections.
    v. Complete quality control and review of 60% (245 manholes) of computer-generated recommendations
    vi. Create a summary of estimate cost.
    vii. Development of a detailed rehabilitation schedule is not included in the scope but can be added if requested by the Village.

3. South Villa Evaluation

Condition assessment of South Villa Lift Station:

a. Provide equipment and personnel as necessary for lift station inspection.
b. Use handheld electronic data collection equipment for collecting lift station inspection data.
c. Perform an existing data review of the lift station and force main, including:
    i. Village sewer atlases;
    ii. Existing design and/or record drawings from initial construction and/or any lift station/force main modifications; and
    iii. Pump curves and pumping data as available.
d. Observe pump operations and complete fill and draw tests on each pump and pumping configuration. Compare calculated flow to pump curves.
e. Perform a general functionality assessment of the lift station site, evaluate:
    i. Overall condition and appearance;
    ii. Site access and security;
    iii. Lift station bypass pumping capability;
    iv. Force main inspection/pigging capability;

v. Floats/level monitoring;
vi. Overall monitoring and control system; and
vii. Emergency power options.

f. Provide an inventory of monitoring and control system, including:
    i. SCADA connectivity;
    ii. Remote operations abilities;
    iii. Presence of operations and maintenance manuals;
    iv. Presence of flow meters, runtime recorders, etc.; and
    v. Alarming capabilities.

g. Perform confined space entry or remote camera inspections as able. Identify and document the general attributes, condition, and identified defects of underground structures including junction manholes, wet wells, valve vaults, etc., including:
    i. Sub-centimeter grade GPS locates;
    ii. Structure condition, dimensions, depths, and materials;
    iii. Connecting sewer invert(s), diameter(s), and material(s);
    iv. Frame condition, including needed adjustments and seals;
    v. Pipe seal condition and defects;
    vi. H2S level;
    vii. Direct evidence of I/I; and
    viii. Grit/silt levels.

h. Take digital photographs at the lift station site, including:
    i. Surrounding area;
    ii. Photos of installed equipment; and
    iii. Topside - looking down into each structure.

i. Document the force main routes. Inspect force main outlet locations and additional manholes immediately downstream using a confined space descent inspection or remote camera inspection:
    i. Collect sub-centimeter GPS point at force main discharge location;
    ii. Look for corrosion due to H2S and other major concerns;
    iii. Using a portable velocity meter, measure the velocity of force main discharge when pumps are in operation; and
    iv. Using a multi-gas detector, measure H2S level in manholes.

j. Evaluate bypass chamber at corner of Villa/Madison for bypass operation and condition of weir boards.

k. Provide the following information for the Technical Memorandum:
    i. Narrative summary of inspections;
    ii. Assessment of pumping capabilities;
    iii. GIS map of lift station site, force main, manholes inspected, and identified defects, and
    iv. Recommendations for next steps, including rehabilitation, replacement, force main cleaning or inspection, etc.

Potential Pump/Forcemain changes

a. Evaluate pump/forcemain configuration required to maximize flows without changing wet well footprint. Evaluate potential to upsize pumps at South Villa to convey flow to match capacity of receiving sewers.
b. Evaluate valve vault and potential need to reconfigure.
c. Evaluate benefit of extending forcemain on Villa to Madison. If forcemain was extended would diversion structure need re-location east on Madison to operate properly
d. From hydraulic model determine benefit of upsizing pumps/extending forcemain
e. Estimate cost for improvements.
f. Provide the following information for the Technical Memorandum:
    a. Discussions of options evaluated
    b. recommendations for improvements and associate costs

4. **Lined sewer layer update**
    a. Confirm all lined sewers are in the GIS – update as necessary (or provide information to Village to update)
    b. Identify sewers in Separated areas (North and South Villa, downstream of S. Villa pump station and east of Rte 83) that are unlined.
    c. Prepare table of sewers that are unlined and status:
        i. Unlined due to budget constraints – mainly unreinforced concrete sewers – provide prioritization.
        ii. Unable to line – bends – pipe size changes etc.
        iii. Rehabilitation to be undertaken by others (high school)
        iv. Inspection/condition unknown
        v. VCP in good condition – follow up in 5 years
        vi. PVC
    d. Prepare table of prioritization of inspection and sewer lining/rehabilitation recommendations with associated 2023 costs

5. **Lateral connections**
    a. Prepare table of laterals of all unreinforced concrete sewers segments in North and South Villa
        i. Using PACP database where available and reviewing video
        ii. Using DVDs and reports and reviewing video if PACP database not available
        iii. Approximate TV to review – 54,000 feet lined sewers and up to 6,000 feet unlined concrete sewer for which TV data is available.
        iv. Prepare tables for each segment:
            1. Upstream Manhole to Downstream Manhole, size, street, footage of each lateral and clock position
            2. Identify concrete factory Ys and condition (if visible)
            3. Identify break in VCP in concrete factory Ys and condition (if visible)
            4. Note significant defects in factory connections where possible

5. Note other lateral conditions (such as roots) if it may affect operations of Village's system, regardless of pipe material

v. Upload tables as a GIS layer so that concrete factory laterals and condition can be mapped and located

6. **Master Planning Recommendations and Summary Report**
    a. Update 2008 data tables to reflect lining status and pipe inspection status.
    b. Prepare maps showing unlined sewers and inspection/condition status.
    c. Include tables and maps of laterals, identifying all laterals, materials and those concrete laterals of specific concern.
    d. Include modeling chapter to incorporate findings and recommendations of 2022 study.
    e. South Villa pump station chapter incorporating findings and recommendations of 2023 study.
    f. Manhole chapter including all manhole inspections, recommendations, tables, maps and costs from 2019, 2022 and 2023 inspections.
    g. In consultation with Village prepare multi-year inspection program for remaining sewers needing inspection and multi-year rehabilitation program for sewers and manholes
    h. Provide cost estimates for all recommended work.
    i. Submit a PDF draft report for Village review.
    j. Incorporate Village's comments and submit an electronic copy of the final report to Village. Provide a PDF of the final report and a flash drive containing all digital documents and processed flow-monitoring data.

7. **Project Management**
    a. Provide project management services including invoicing, scope, schedule, fee tracking, and closeout services.
    b. Meet with Village staff in person or virtually as necessary to discuss the progress of the project.
    c. Meet with Village prior to report preparation to discuss findings of studies and items for inclusion in draft report.
    d. Meet with Village after submission of draft report to discuss findings and modifications to final report.

Items Requested from the Village

1. Updated GIS geodatabases for the sanitary sewer collection system.
2. Record drawings, pump curves, and historical data for the South Villa Lift Station, as available.
3. Record drawings of the Villa Ave sanitary diversion structures, as available.
4. Access to sanitary structures for inspection. Assistance locating or opening seized/buried manholes as required, including those identified in 2022 inspections.
5. DVDs of 2010 lining program including pre and post lining, video and reports.
6. Assistance with traffic control in high traffic areas, as necessary.

EXHIBIT B
PRICING

Pricing for the 2023 Master Plan Preparation project is as follows:

Pricing Terms for Invoicing: Unit Price and Lump Sum/Percent Complete

Not-To-Exceed Total Cost: $156,490

Cost Schedule

Task	Quantity	Units	Unit Price	Fee
Preparatory Work and Data Review	-	LS	-	$7,500
Manhole Inspections Surface	162	MHs	$110	$17,820
Manhole Inspections Remote Imaging	40	MHs	$135	$5,400
Manhole Recommendations/Report	-	LS	-	$12,500
South Villa Evaluation		LS		$32,000
Lined Sewer Update		LS		$7,500
Lateral Connection Evaluation - 2010	33,500	feet	0.60	$20,100
Lateral Connection Evaluation - 2014	6,000	feet	0.52	$3,120
Lateral Connection Evaluation - 2020	15,100	feet	0.50	$7,550
Unlined Sewers lateral Evaluation - 2016	10,000	feet	0.60	$6,000
Master Planning and Summary Report	-	LS	-	$27,000
Project Management Services	-	LS	-	$10,000

Amendment Option

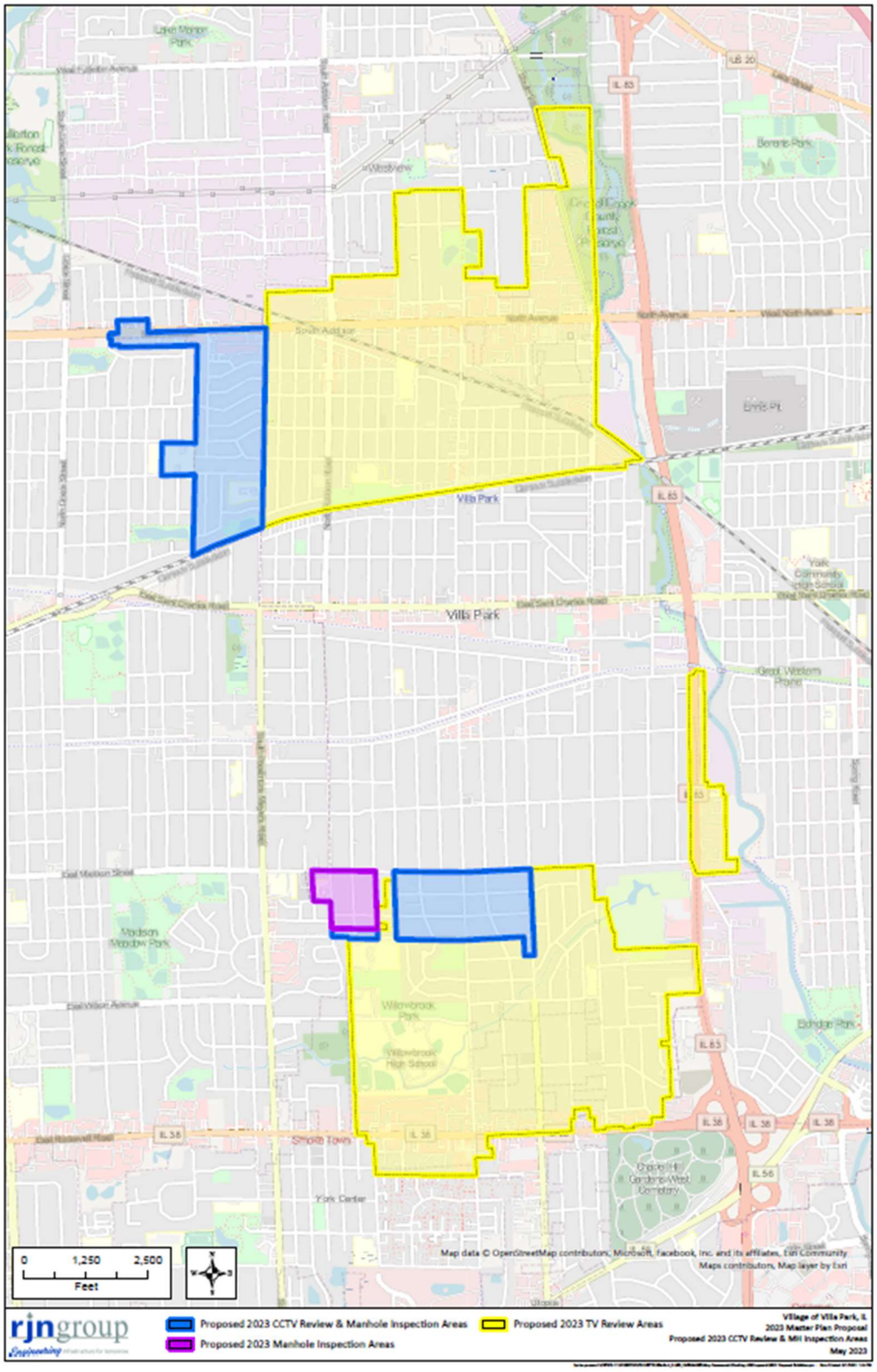
This Proposal can be amended to include additional work upon joint approval by the Village and RJN.

EXHIBIT C
PROPOSED SCHEDULE

Seasonal conditions in late spring and early summer make this the best time to conduct flow monitoring studies. Therefore, RJN is prepared to start work immediately upon an Agreement. The following schedule assumes the project is approved at the August 15 board meeting.

Task	Timeline
Notice to Proceed	August 16, 2023
Manhole Inspections Start By	December 30, 2023
Draft Manhole Recommendation Report completed by	April 30, 2024
South Villa Evaluation Completed by	February 28, 2024
Sewer and lateral evaluation completed by	March 15, 2024
Draft Master Planning and Summary Report completed by	April 30, 2024

EXHIBIT D
PROJECT WORK AREA



Village Board of Trustees Agenda Item Report

Meeting Date: August 14, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
A Resolution of the Village of Villa Park, DuPage County, Illinois Authorizing the Village President to Execute a Parking Easement Agreement with Hawthorneworld Villa Park LP

Suggested Action:
The Hawthorne Development Corporation, Inc. of Burr Ridge, Illinois (Hawthorne) is in breach of our Redevelopment Agreement (RDA) including failure to deed the property back for 403, 407 and 409 N. Beverly Ave., Villa Park, Illinois 60181-211. While the easement is not the final resolution of that section of the RDA, it is an effective method of providing access use to the Village in the interim. By approving the easement, the Village gains full legal access to the site without being additionally bound or disadvantaged. Staff had agreed to update the zoning letter to say that the RDA was under negotiation if Hawthorne gave the Village this easement. Staff has reviewed and redlined the first draft of the RDA and will have copies to Hawthorne and the Board soon. All ancillary documents to the Easement Agreement are signed and attached. Staff recommends approval of the Resolution.

This item satisfies Item Long-term Complex Goal #6: Foster the completion of a successful redevelopment of the entire TOD area.

Attachments:
BOT_Memo_RES-Authorizing Agrmt w Hawthroneworld for Easement.pdf
Resolution Approving and Authorizing Execution of a Parking Easement Agreement - Hawthorneworld Villa Park and The Village of Villa Park.docx
Exhibit B Parking Easement Agreement-Hawthorne June 2023.pdf
Exhibit B1 Mortgagee_Consent-Vaster.pdf
Exhibit B2 Mortgagee Consent - Signed City Nat'l Bank of FL.pdf

Memo

To: Village Board of Trustees and City Clerk

From: Matt Harline, Village Manager

Date: June 9, 2023

Re: Resolution Approving and Authorizing a Parking Easement Agreement Between Hawthorneworld Villa Park LP and the Village of Villa Park

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Summary: This Hawthorne Development Corporation, Inc. of Burr Ridge, Illinois (Hawthorne) is in breach of our Redevelopment Agreement (RDA) including failure to deed the property back for 403, 407 and 409 N. Beverly Ave., Villa Park, Illinois 60181-211. While the easement is not the final resolution of that section of the RDA, it is an effective method by providing access use to the Village in the interim.

Background: The North Ardmore TIF centers around the development known as Eco Terra by Hawthorne. In August of 2021 the Village and Hawthorne signed an RDA that called for all permits to be in hand by December 31, 2021, and to initiate construction by March 31, 2022. Because of a number of issues, including difficulties with labor and materials costs and with the tenants of the buildings that are now demolished, the Village approved an amended RDA in January of 2022. The amendment extended the deadline for all required permits to be issued to March 1, 2022, and the deadline to complete the construction of the Metra parking lot on the east side of Beverly Ave. from March 1, 2022, to June 30, 2022. The property on N. Beverly Ave. was to be transferred in June of 2022 as well.

Construction of the parking lot is essentially complete. The property that is to be conveyed to the Village does not include the unfinished apron (future sidewalk and parkway). While allowing the Village the use of the property does not make the Village entirely whole on this point, and certainly does not address the other points, it is a step in the right direction. Assuming we can get sign off by Vaster Sub II, LLC and City National Bank of Florida, passage of this resolution would authorize the Village President to sign the easement agreement and the property would be available if necessary for parking.

The Village staff in cooperation with attorneys from Storino, Ramello and Durkin are developing a second amendment to the Redevelopment Agreement. We are simultaneously pursuing enforcement action on Hawthorne for stormwater and zoning code violations to attempt to reduce the risk to health and safety and to improve the aesthetic appeal. We are also requiring Hawthorne to reopen the sidewalk on the south side of Vermont until construction commences. Hawthorne did install an opaque fence, which is an improvement, but the fence has blown over several times allowing easy access to the site.

Granting the easement is a positive development in the process.

Recommendation Action: Staff recommends approval of the Resolution to accept the easement contingent on consent by the mortgagees.

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING A PARKING EASEMENT AGREEMENT BETWEEN HAWTHORNEWORLD VILLA PARK LP AND THE VILLAGE OF VILLA PARK

WHEREAS, the Hawthorneworld Villa Park LP, an Illinois limited liability partnership (the "Grantor") is the fee owner of a certain parcel of real estate in the Village of Villa Park, an Illinois Municipal Corporation (the "Grantee") in DuPage County, Illinois legally described on Exhibit A attached hereto and made a part hereof, and commonly known as 403, 407 and 409 N. Beverly Ave., Villa Park, Illinois 60181-2117 (the "Grantor's Parcel"); and

WHEREAS, Grantee has requested and Grantor has agreed to grant and convey to Grantee an exclusive easement for the use and enjoyment of the Property for the purpose of general public parking of motorized vehicles and related public access; and

WHEREAS, the Grantor desires to grant to the Grantee a portion of the Grantor's Parcel, as an exclusive easement (the "Exclusive Easement") over, upon and across the Property for the purpose of the general public parking of motorized vehicles and vehicular and pedestrian ingress and egress over, upon and across those portions of the Property which are designed from time to time as driveways, lanes and curb cuts in accordance with the terms and conditions thereof; and

WHEREAS, the Corporate Authorities of the Village deems it desirable and in the best interest of the Village to enter into a Parking Easement Agreement with Hawthorneworld Villa Park LP for the purpose of general public parking of motorized vehicles and related public access.

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village to enter into a *Parking Easement Agreement* with Hawthorneworld Villa Park LP for the purpose of permitting general public parking of motorized vehicles and related public access in the proposed portion of Grantor's property legally described in the Easement Agreement.

Section 3: That *Parking Easement Agreement*, attached hereto as Exhibit "B", and incorporated herein, is hereby approved 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 approval and authority to execute being conditioned upon the Village's receipt of the *Parking Easement Agreement* fully and properly executed by Hawthorneworld Villa Park LP, along with all correlating mortgagee consents fully and properly executed by Vaster Sub II, LLC and City National Bank of Florida.

Section 4: This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

PASSED AND APPROVED this _____ day of _____ 2023.

VILLAGE OF VILLA PARK:

_____

Nick Cuzzone, Village President

ATTEST:

_____

Hosanna Korynecky, Village Clerk

ADOPTED this _____ day of _____ 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

EXHIBIT A

THE PROPERTY

LOT 158 IN GEORGE M. COLLIN'S VILLA PARK, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 OF THE NORHTWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT 172335, IN DUPAGE COUNTY, ILLINOIS;

and

LOT 157 IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT 172335, IN DUPAGE COUNTY, ILLINOIS.

Common Address: 403, 407 and 409 N. Beverly Ave., Villa Park, Illinois 60181-2117

PIN Nos: 06-03-123-006-0000; 06-03-123-007-0000

EXHIBIT B

PARKING EASEMENT AGREEMNENT

Prepared by and mail to:

Skoubis Alikakos LLC
1990 E. Algonquin Rd., Suite 230
Schaumburg, Illinois 60173
Attn: John N. Skoubis

PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT ("Agreement") is made as of this 6th day of July, 2023, by and between Hawthorneworld Villa Park LP, an Illinois limited liability partnership ("Grantor") and Village of Villa Park, an Illinois Municipal Corporation ("Grantee"), hereinafter, each individually referred to as a "Party" and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of land (the "Property") legally described on Exhibit A attached hereto and made a part hereof, and commonly known as 403, 407 and 409 N. Beverly Ave., Villa Park, Illinois 60181-2117; and

WHEREAS, Grantee has requested and Grantor has agreed to grant and convey to Grantee an exclusive easement for the use and enjoyment of the Property for the parking of motorized vehicles.

NOW, THEREFORE, in consideration for the sum of Ten and no/100 Dollars ($10.00), the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The provisions of the foregoing recitals are, by this reference, herein incorporated as if they had been fully set forth in the text of this agreement.

2. Grant of Exclusive Easement by Grantor to Grantee. Subject to the terms of this Agreement and to all matters and conditions of record, Grantor hereby grants, gives, transfers and conveys to Grantee and to Grantee's guests, invitees, successors and assigns, an irrevocable, perpetual, exclusive easement (the "Easement") over, upon and across the Property for the purpose of the general public parking of motorized vehicles and vehicular and pedestrian ingress and egress over, upon and across those portions of the Property which are designed from time to time as driveways, lanes and curb cuts. The Easement and the rights of Grantee under this Agreement are being conveyed to and are being accepted by Grantee in "as is/where is" condition.

3. Reservations of Rights. Except as otherwise provided in this Agreement, Grantor reserves to itself all rights, powers and interests pertaining to the Property. Grantee shall not assign, convey, transfer, mortgage or otherwise encumber or alienate the Easement or any interest therein or rights thereunder.

4. Maintenance, Repair and Replacement. Grantor shall furnish and be responsible for, at Grantor's sole cost and expense, all maintenance, repairs and replacements to the Property.

5. Indemnification. Grantee agrees to indemnify, defend and hold harmless Grantor from and against all claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorneys' fees) for injuries to any persons and damage to or misappropriation or loss of property occurring in or about the Property and arising, directly or indirectly, from (a) the use and occupancy of the Property or access thereto, (b) any activity, work, or thing done, permitted or suffered by Grantee in or about the Property (including without limitation, any alteration by Grantee), (c) any breach by Grantee or any guest or invitee of grantee or any other user of the Easement or the Property, or (d) any breach or default on the part of Grantee in the performance of any covenant or agreement on the part of Grantee to be performed under this Agreement or due to any other act or omission of Grantee or any guest or invitee of Grantee or any other user of the easement or the Property.

6. Collection Costs: Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Agreement the prevailing party shall be entitled to recover from the other all costs and expenses including, without limitation, reasonable attorneys' fees in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable.

7. Covenants Running with Land. The easement, restrictions, obligations, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land '.

8. Transfer of Ownership. Whenever a transfer of ownership of the Property occurs, the liability of the Grantor for any duty or covenant hereunder occurring thereafter shall automatically terminate with respect to Grantor. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land and acceptance of a deed for such parcel or portion thereof shall be conclusive evidence of such assumption.

9. Relationship. Nothing herein shall be construed to create or infer a partnership, joint venture or agency relationship between the Parties hereto or their successors or assigns or to render either Party liable for the debts and obligations of the other.

10. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto; no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein, shall be of any force or affect.

11. Conveyance of Property. On or before August 30, 2023, Grantor shall convey to Grantee good and marketable title to the Property. Grantor, at its expense, shall provide Grantee with a title policy insuring such title in Grantee. The failure of Grantor to convey the Property to Grantee, shall not invalidate the Grantee's rights to use and access of the Property under this Agreement.

12. Waiver. No delay or omission by any of the Parties hereto, or their successors or assigns, to exercise any right or power occurring upon any non-compliance or failed performance by the other Party under the provisions of this Agreement shall impair any such right or power or to be construed to be a waiver thereof. A waiver by either Party hereto, or its successors or assigns, of any of the covenants, obligations, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, obligation, condition or agreement herein contained.

13. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and hand delivered, mailed by registered or certified mail, postage prepaid, return receipt requested or sent by reputable overnight courier to the Party who is to receive such notice at the address below. Notice shall be deemed property served if delivered in person to the Party to whom it is addressed or three (3) days after deposit in the United States mail if sent postage prepaid by United States registered or certified mail, return receipt requested, or one (1) business day after being sent by reputable overnight courier, addressed as follows:

If to Grantee: Village of Villa Park
20 S. Ardmore
Villa Park, Illinois 60181
Attn: Village Manager

If to Grantor: Hawthorneworld Villa Park LP
100 Tower Drive, Suite 238
Burr Ridge, Illinois 60527
Attn: Ganesan Visvabharathy

Any Party may change the name of the person or address to which notices and other communications are to be given by so notifying the other Party.

14. Headings. The headings used in this Agreement are inserted only as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement, nor the intent of any provision hereof or in any way affect its provisions.

15. Severability. If any provision, condition, covenant or other clause, sentence or phrase of this Agreement shall become null and void or illegal for any reason or be so held by any court of competent jurisdiction, the remaining provisions herof shall remain in full force and effect.

16. Amendment. This Agreement may be amended and modified only by a written instrument executed by the Parties hereto or their successors or assigns.

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

GRANTOR:

HAWTHORNEWORLD VILLA PARK LP,
an Illinois Limited Liability Partnership

By _____
Name: Ganesan Visvabharathy
Its: President of Corporate General Partner

GRANTEE:

VILLAGE OF VILLA PARK
an Illinois Municipal Corporation

_____
Village President

ATTEST:

By: _____
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that Ganesan Visvabharathy, the Managing Member of Hawthorneworld Villa Park, LP, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and, as such Ganesan Visvabharathy, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of Hawthorneworld Villa Park, LP for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of July, 2023.

YOLANDA CONTRERAS
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
December 07, 2025

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that Nick Cuzzone, President of the Village of Villa Park, and Hosanna Korynecky, Village Clerk of the Village of Villa Park, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and, as such President and Village Clerk, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village of Villa Park for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2023.

_____
Notary Public

EXHIBIT A

THE PROPERTY

LOT 158 IN GEORGE M. COLLIN'S VILLA PARK, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 OF THE NORHTWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT 172335, IN DUPAGE COUNTY, ILLINOIS;

and

LOT 157 IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT 172335, IN DUPAGE COUNTY, ILLINOIS.

Common Address: 403, 407 and 409 N. Beverly Ave., Villa Park, Illinois 60181-2117

PIN Nos: 06-03-123-006-0000; 06-03-123-007-0000

MORTGAGEE CONSENT

Vaster Sub II, LLC, as owner and holder of that certain Mortgage executed by **Hawthorneworld Villa Park, LP** dated March 2, 2022 and recorded in the Office of the DuPage County, Illinois, Recorder of Deeds as Document No. R2022-027781, hereby consents to the execution and delivery of the above Easement and hereby agrees that (i) the mortgage identified in the paragraph shall be junior to the above Easement and respective rights provided for therein, and (ii) the foreclosure of the mortgage identified in this paragraph shall not extinguish the above Easement and the respective rights provided for therein.

Dated as of the 6 day of July, 2023.

Mortgagee

By: Eduardo Imery

Name: Eduardo Imery

Its: Authorized Signatory

STATE OF Florida }

COUNTY OF Palm Beach }

I, Matthew Rubolino, a Notary Public in and for said County in said State, hereby certify that Eduardo Imery, whose name as Vastor Loan LLC of Mortaggee, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such Authorized Signatory and with full authority, executed the same voluntarily for and as the act of said mortgagee on the day the same bears date.

Given under my hand this 6 day of July, 2023.

Notary Public State of Florida
Matthew J Rubolino
My Commission HH 365640
Expires 2/22/2027

Online Notary Public. This notarial act involved the use of online audio/video communication technology.

Matthew Rubolino

Notary Public

My Commission Expires: 2/22/2027

MORTGAGEE CONSENT

Vaster Sub II, LLC, as Mortgagee, and City National Bank of Florida, as Collateral Assignee , of that certain Mortgage executed by **Hawthorneworld Villa Park, LP** dated March 2, 2022 and recorded in the Office of the DuPage County, Illinois, Recorder of Deeds as Document No. R2022-027781, each hereby consent to the execution and delivery of the above Easement and each hereby agrees that (i) the Mortgage identified in this paragraph shall be junior to the above Easement and respective rights provided for therein, to the extent of the portion of the Mortgaged Property consisting of parcels 4 and 5 as described in the Mortgage, which are the same parcels that are being made subject to the easement and (ii) the foreclosure of the mortgage identified in this paragraph shall not extinguish the above Easement and the respective rights provided for therein.

Dated as of the 28 day of July, 2023.

Mortgagee

By: _____

Name: Zackary Simkins

Its: General Manager

STATE OF Florida }

COUNTY OF Miami Dade }

I, Raquel Rivera, a Notary Public in and for said County in said State, hereby certify that Zackary Simkins whose name as General Manager of Vaster Sub II LLC is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such _____ and with full authority, executed the same voluntarily for and as the act of said mortgagee on the day the same bears date.

Given under my hand this 27 day of July, 2023.

Raquel Rivera

Notary Public

My Commission Expires: 6/1/2026

RAQUEL CAROLINA RIVERA
Notary Public-State of Florida
Commission # HH 270334
My Commission Expires
June 01, 2026

Collateral Assignee

By: _____

Name: Anthony Martinez

Its: SVP

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I, Rachel Zingero, a Notary Public in and for said County in said State, hereby certify that Anthony Martinez, whose name as SVP of Ally National Bank is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such _____ and with full authority, executed the same voluntarily for and as the act of said mortgagee on the day the same bears date.

Given under my hand this 27 day of July, 2023.

Notary Public State of Florida
Rachel Lee Zingero
My Commission
HH 307582
Exp.12/14/2025

_____
Notary Public

My Commission Expires: 12/14/2025

Village Board of Trustees Agenda Item Report

Meeting Date: August 14, 2023
Submitted by: Kevin Mantels
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Joint Funding Agreement for Construction Work with the State of Illinois Department of Transportation for the Construction of the Tri-Trail Connector Project and Appropriating Funds for Project Costs

Suggested Action:
The Tri-Trail Connector Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project has been bid and is ready to proceed to construction. The total estimated cost of construction and construction engineering is $841,522.00. The Village expects to receive approximately 80% federal funding, with a maximum federal share of $653,360.00. The proposed Joint Funding Agreement with IDOT is required in order to proceed with construction of the project. The estimated cost of the Village's share of construction and construction engineering is $188,162.00; however, per the proposed agreement, the Village must pay for construction engineering costs directly and seek reimbursement from IDOT. For this reason, the total amount required to be appropriated is $273,362.00. Funds for project costs would be taken from the Street Improvement (Capital) Fund.

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 Funding Agreement
Resolution Authorizing Local Public Agency Joint Funding Agreement with IDOT for Construction Work - Tri-Trail Connector Project.docx
Local Public Agency Joint Funding Agreement - Tri-Trail Connector Project
Tri-Trail CIP Listing

Memo

To: Matt Harline, Village Manager

From: Kevin L. Mantels, Assistant Village Engineer

Date: August 11, 2023

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Joint Funding Agreement for Construction Work with the State of Illinois Department of Transportation for the Construction of the Tri-Trail Connector Project and Appropriating Funds for Project Costs (Section 20-00098-00-BT; Job Number C-91-076-23; Project Number VYDS(798))

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 has been bid by the Illinois Department of Transportation (IDOT), and is now ready to proceed to construction.

The total estimated cost of construction and construction engineering of the Tri-Trail Connector Project is $841,522.00. The Village expects to receive approximately 80% federal STP-TCM funding for the project, with a maximum federal share of $653,360.00. The project also includes $6,000 of ineligible construction costs. The estimated cost of the Village's share of construction and construction engineering is $188,162.00. The proposed Joint Funding Agreement with IDOT is required in order to proceed with construction of the project. A resolution approving the agreement and appropriating Village funds for project costs is needed.

Per the proposed agreement, the Village is required to provide construction engineering services for the project, pay for those construction engineering services directly, and then seek reimbursement of the federal share of those costs from IDOT. For this reason, the Village must appropriate funding for both the Village's share of construction costs and for the full cost of construction engineering services. The total amount required to be appropriated is $273,362.00. Funds for project costs would be taken from the Street Improvement (Capital) Fund.

Public Works staff proposes to contract for the required construction engineering services. A proposed engineering agreement for those services is being presented to the Village Board for consideration as a separate agenda item.

RECOMMENDATION

Staff recommends approval of the Joint Funding Agreement for Construction Work with the State of Illinois Department of Transportation for the Construction of the Tri-Trail Connector Project.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving and Authorizing the Execution of a Local Public Agency Joint Funding Agreement for Construction Work with the State of Illinois Department of Transportation for the Construction of the Tri-Trail Connector Project and Appropriating Funds for Project Costs
(IDOT Project Number VYDS(798); State Job Number C-91-076-23; Section 20-00098-00-BT)

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 and the State of Illinois are authorized by Article VII, Section 10 of the 1970 Illinois Constitution and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) to enter into intergovernmental agreements to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Village and the State of Illinois desire to make certain improvements along Wildwood Avenue and Monterey Avenue within the corporate limits of the Village to provide connections between the Great Western Trail, Illinois Prairie Path, and Salt Creek Greenway Trail (the "Tri-Trail Connector Project"); and

WHEREAS, the Village will be receiving federal funding for certain improvements for the Tri-Trail Connector Project, including funding for construction and construction engineering costs, and desires to participate with the State of Illinois, through the Illinois Department of Transportation ("IDOT"), for the purpose of funding and constructing the Tri-Trial Connector Project in accordance with the terms set forth in the Local Public Agency Joint Funding Agreement for Construction Work (the "LPA Joint Funding Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit "A"; and

Resolution No. _____

WHEREAS, pursuant to the LPA Joint Funding Agreement, the Village's share of the cost for the Tri-Trail Connector Project is One Hundred Eighty-Eight Thousand One Hundred Sixty-Two and 00/100 Dollars ($188,162.00); and

WHEREAS, the Village agrees to appropriate and authorize the expenditure of an amount equal to One Hundred Eighty-Eight Thousand One Hundred Sixty-Two and 00/100 Dollars ($188,162.00); or as much as may be needed to match federal funds from the Village's road improvement fund, general corporate fund or such other funds as may be necessary to pay the Village's portion of the costs related to the Tri- Trail Connector Project under IDOT Project Number VYDS(798), State Job Number C-91-076-23, Section 20-00098-00-BT; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village enter into the LPA Joint Funding Agreement and to appropriate and authorize the expenditure of its general corporate funds or such other funds as may be necessary for the Tri-Trail Connector Project and finds that entering into the LPA Joint Funding Agreement is in the best interests of the Village.

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

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

Section 2: The LPA Joint Funding Agreement for the Tri-Trail Connector Project is hereby approved; and the Village President shall be and is hereby authorized and directed to execute on behalf of the Village and the Village Clerk is hereby authorized and directed to attest the LPA Joint Funding Agreement in substantially the form attached hereto as Exhibit "A" with such insertions, omissions and changes as shall be approved by the Village President, the execution

of the Agreement being conclusive evidence of such approval. The officials, officers, employees and agents of the Village are hereby authorized to take such actions and execute such documents as are necessary to effectuate the LPA Joint Funding Agreement for the Tri-Trail Connector Project and to carry out the terms, provisions and intent of this Resolution.

Section 3: The corporate authorities of the Village of Villa Park hereby agree to appropriate and authorize the expenditure of an amount equal to One Hundred Eighty-Eight Thousand One Hundred Sixty-Two and 00/100 Dollars ($188,162.00); or as much as may be needed to match federal funds from the Village's road improvement fund, general corporate fund or such other funds as may be necessary to pay the Village's portion of the costs related to the Tri-Trail Connector Project under IDOT Project Number VYDS(798), State Job Number C-91-076-23, Section 20-00098-00-BT.

Section 4: That this Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

PASSED this _____ day of August, 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of August, 2023

_____
Village President

Attest: _____
Village Clerk

Resolution No. _____

Exhibit "A"

LPA Joint Funding Agreement

Resolution No. _____

Illinois Department of Transportation

Joint Funding Agreement for Construction Work

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Villa Park	DuPage	20-00098-00-BT

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	08-20-0044

Construction

State Job Number	Project Number
C-91-076-23	VYDS(798)

☒ State-Let Construction ☐ Locally Let Construction ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Wildwood Avenue	MS 4020	0.48 mile	0.00	0.48

Location Termini: Great Western Trail to Salt Creek Greenway Trail

Current Jurisdiction	Existing Structure Number(s)	
Village of Villa Park	N/A	Add Location / Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
South Monterey Avenue	MS 1130	0.24 mile	0.03	0.27

Location Termini: Home Avenue to Illinois Prairie Path

Current Jurisdiction	Existing Structure Number(s)	
Village of Villa Park	N/A	Add Location / Remove

PROJECT DESCRIPTION

Construct shared-use facilities along Wildwood Avenue and Monterey Avenue to provide connections between the Great Western Trail, Illinois Prairie Path, and Salt Creek Greenway Trail. The connection begins at the Great Western trail south of Lions Park and extend east along Wildwood Avenue to Rotary Park and the beginning of the Salt Creek Greenway Trail. Connection from the Illinois Prairie path begins where it intersects Monterey Avenue and extends up to Rotary Park.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.
Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment.
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map) If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE** The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that it's officials:
    a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
    c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
    d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local)

terminated for cause or default.

13 To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment

14. That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

15. That for agreements exceeding $100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
    b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
    c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

16 To regulate parking and traffic in accordance with the approved project report

17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.

2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid

3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.

4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
    a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
    b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions

2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement

3. This agreement shall be binding upon the parties, their successors, and assigns.

4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.

5 In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein

6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its

application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests**: For reimbursement requests the **LPA** will submit supporting documentation with each invoice Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes) **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project

2. **Financial Integrity Review and Evaluation (FIRE) program**: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice**: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4. **Project Closeout**: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion If the extended deadline is not met, this process must be repeated until the project is closed Failure to follow this process may result In the immediate close-out of the project and loss of further funding

5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement.

   Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. Single Audit Requirements: If the **LPA** expends $750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200 **LPA's** expending less than $750,000 a year shall be exempt from compliance A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year The ALN number for all highway planning and construction activities is 20 205 Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not Included in a **LPA's** calculation of federal funds expended by the LPA for Single Audit purposes

7. **Federal Registration**: **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business Information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1	Location Map
☒	2	Division of Cost
☒	3	Resolution*
☒	4	Addendum for BLR 05310C

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Nick Cuzzone

Title of Official

Village President

Signature | Date

The above signature certifies the agency's TIN number is

366006132 conducting business as a Governmental Entity.

DUNS Number 046573184

UEI TGAEKG77EJE1

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Yangsu Kim, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☒ Please check this box to open a fillable Resolution Form within this Addenda.

ADDENDA NUMBER 2

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Villa Park	DuPage	20-00098-00-BT	C-91-076-23	VYDS(798)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	STU	$568,160.00	*				LOCAL	$161,185.00	BAL	$729,345.00
Construction Engineering	STU	$85,200.00	*				LOCAL	$20,977.00	BAL	$106,177.00
Non-Participating Construction			*				LOCAL	$6,000.00	100%	$6,000.00
Total		$653,360.00		Total			Total	$188,162.00		$841,522.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (STU) participation 80% not to exceed $653,360 (Construction Engineering portion 80% not to exceed $85,200)
Non-Participating Construction include but not limited to preconstruction video taping

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Resolution No. _____

ADDENDA NUMBER 3

Resolution No. _____

A Resolution for:

Section Number 20-00098-00-BT

State Job Number C-91-076-23

Project Number VYDS(798)

WHEREAS, the Village of Villa Park is proposing to construct shared-use facilities along Wildwood Ave and Monterey Ave to provide connections to various trails

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the President and Board of Trustees

Section 1: The President and Board of Trustees hereby appropriates $188,189.00 or as much as may be needed to match the required funding to complete the proposed improvement from the Road Improvement Fund and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The Village President is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The Village Clerk of Village of Villa Park is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District 1 Bureau of Local Roads and Streets

I, Hosanna Korynecky Clerk in and for Village of Villa Park, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the Village of Villa Park, Illinois, and keeper of the records at its meeting on the _____ day of May, 20 23.

INTESTIMONY WEREOF; I have unto set my hand and seal, at my office, this _____ day of May, 20 23.

(seal)

Project Location
Villa Park
Great Western Trail
Illinois Prairie Path
Salt Creek Greenway Trail
Wildwood Ave
Home Ave
Monterey Ave
Villa Ave
Oakland Ave
St. Charles Rd
IL Route 83
E Plymouth St
E Vermont St
E Maple St
W Thomas St
E Pine St
W Albert St
E Oak St
E Elm St
E St Charles Rd
E Kenilworth Ave
E Central Blvd
E Park Blvd
E Highland Ave
E Washington St
Astor Ct
Union Pacific Railroad
Village of Villa Park
Tri-Trail Connector Great Western Trail, Illinois Prairie Path and Salt Creek Greenway Trail
Wildwood Ave and Monterey Ave
LOCATION MAP
CIVILTECH
Not to Scale

ADDENDA 1

Resolution No. _____

ADDENDA 3 –

LPA APPROPRIATION RESOLUTION

Please attach the completed/signed LPA Appropriation Resolution

Please note: **The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.**

Resolution No. _____

Local Agency: Village of Villa Park
Section No: 20-00098-00-BT
Job No.: C-91-076-23

Addendum # 4

CHANGES IN AGREEMENT PROVISIONS

FORM BLR 05310C - FEDERAL FUNDS

WHEREAS, it is necessary to revise certain portions of the Agreement.

BE IT MUTUALLY AGREED that the following shall be revised as follows:

METHOD OF FINANCING – (State-Let Contract Work Only)

Delete entire section.

THE STATE AGREES:

Delete Articles 1, 2, and 3.

Revise the first sentence in Article 4 to read: "For agreements with federal and/or state funds in construction, construction engineering utility work, and/or railroad work:"

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this addendum shall remain in full force and effect.

Illinois Department of Transportation

Joint Funding Agreement for Construction Work

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Villa Park	DuPage	20-00098-00-BT

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	08-20-0044

Construction

State Job Number	Project Number
C-91-076-23	VYDS(798)

☒ State-Let Construction ☐ Locally Let Construction ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Wildwood Avenue	MS 4020	0.48 mile	0.00	0.48

Location Termini: Great Western Trail to Salt Creek Greenway Trail

Current Jurisdiction	Existing Structure Number(s)
Village of Villa Park	N/A

Add Location | Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
South Monterey Avenue	MS 1130	0.24 mile	0.03	0.27

Location Termini: Home Avenue to Illinois Prairie Path

Current Jurisdiction	Existing Structure Number(s)
Village of Villa Park	N/A

Add Location | Remove

PROJECT DESCRIPTION

Construct shared-use facilities along Wildwood Avenue and Monterey Avenue to provide connections between the Great Western Trail, Illinois Prairie Path, and Salt Creek Greenway Trail. The connection begins at the Great Western trail south of Lions Park and extend east along Wildwood Avenue to Rotary Park and the beginning of the Salt Creek Greenway Trail. Connection from the Illinois Prairie path begins where it intersects Monterey Avenue and extends up to Rotary Park.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month. Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment. Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that it's officials:
    a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
    c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
    d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local)

terminated for cause or default.

13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

14. That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

15. That for agreements exceeding $100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
    b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
    c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

16. To regulate parking and traffic in accordance with the approved project report.

17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.

2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.

3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.

4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
    a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
    b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions

2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

3. This agreement shall be binding upon the parties, their successors, and assigns.

4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.

5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its

application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests**: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

2. **Financial Integrity Review and Evaluation (FIRE) program**: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice**: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4. **Project Closeout**: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.

5. **Project End Date**: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement.

   Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. Single Audit Requirements: If the **LPA** expends $750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The ALN number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not Included in a **LPA's** calculation of federal funds expended by the LPA for Single Audit purposes..

7. **Federal Registration**: **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business Information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Location Map
☒	2.	Division of Cost
☒	3.	Resolution*
☒	4.	Addendum for BLR 05310C

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Nick Cuzzone

Title of Official

Village President

Signature | Date

The above signature certifies the agency's TIN number is

366006132 conducting business as a Governmental Entity.

DUNS Number 046573184

UEI TGAEKG77EJE1

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Yangsu Kim, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☒ Please check this box to open a fillable Resolution Form within this Addenda.

ADDENDA NUMBER 2

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Villa Park	DuPage	20-00098-00-BT	C-91-076-23	VYDS(798)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	STU	$568,160.00	*				LOCAL	$161,185.00	BAL	$729,345.00
Construction Engineering	STU	$85,200.00	*				LOCAL	$20,977.00	BAL	$106,177.00
Non-Participating Construction			*				LOCAL	$6,000.00	100%	$6,000.00
	Total	$653,360.00		Total			Total	$188,162.00		$841,522.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (STU) participation 80% not to exceed $653,360 (Construction Engineering portion 80% not to exceed $85,200)
Non-Participating Construction include but not limited to preconstruction video taping

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Resolution No. _____

A Resolution for:

Section Number 20-00098-00-BT

State Job Number C-91-076-23

Project Number VYDS(798)

WHEREAS, the Village of Villa Park is proposing to construct shared-use facilities along Wildwood Ave and Monterey Ave to provide connections to various trails

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the President and Board of Trustees

Section 1: The President and Board of Trustees hereby appropriates $188,189.00 or as much as may be needed to match the required funding to complete the proposed improvement from the Road Improvement Fund and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The Village President is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

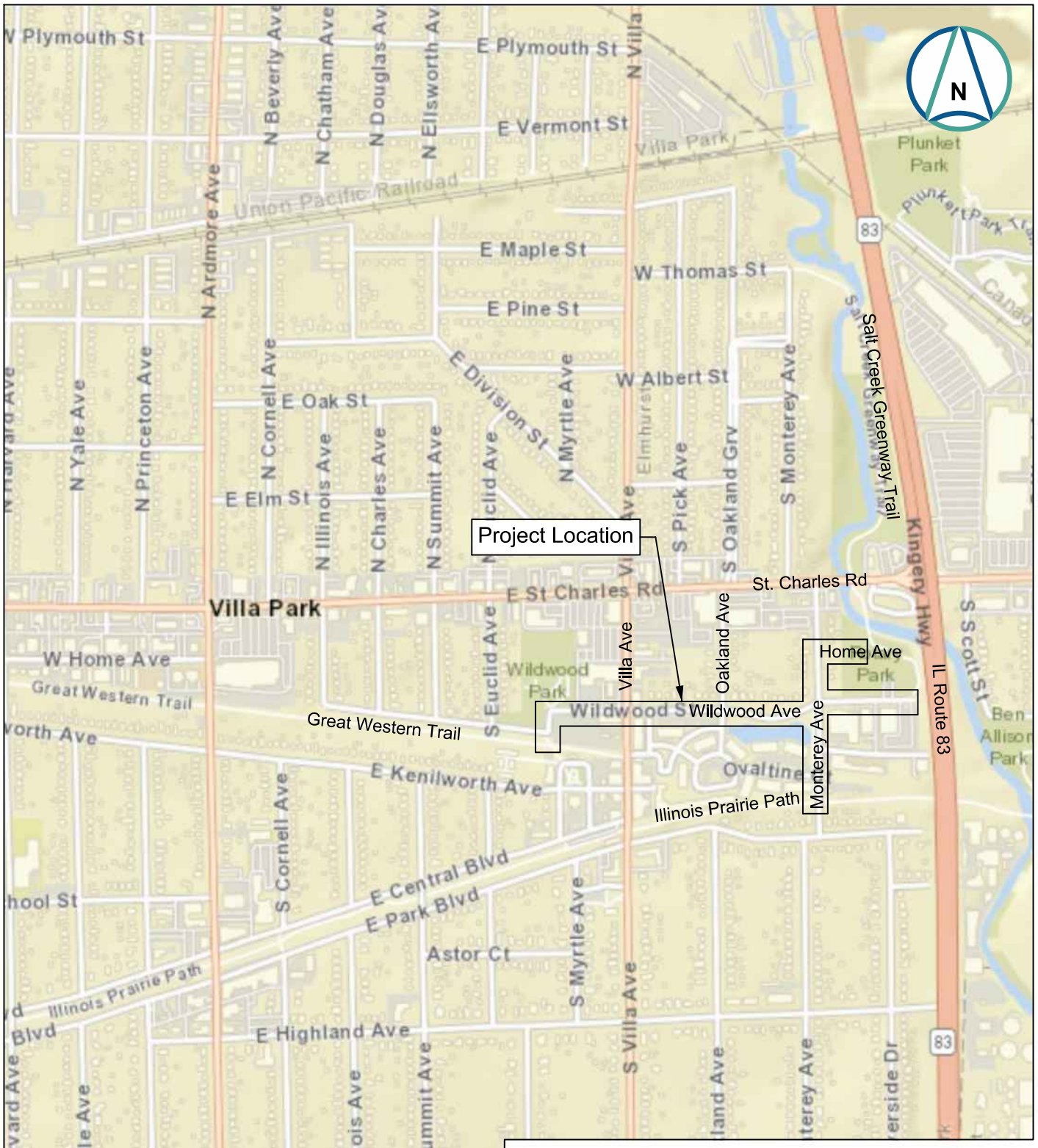
Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The Village Clerk of Village of Villa Park is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

I, Hosanna Korynecky Clerk in and for Village of Villa Park , Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the Village of Villa Park , Illinois, and keeper of the records at its meeting on the _____ day of May , 20 23 .

INTESTIMONY WEREOF; I have unto set my hand and seal, at my office, this _____ day of May , 20 23 .

(seal)



Village of Villa Park

Tri-Trail Connector Great Western Trail, Illinois Prairie Path and Salt Creek Greenway Trail

Wildwood Ave and Monterey Ave

LOCATION MAP

CIVILTECH

Not to Scale

ADDENDA 3 –

LPA APPROPRIATION RESOLUTION

Please attach the completed/signed LPA Appropriation Resolution

Please note: **The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.**

Local Agency:	Village of Villa Park
Section No:	20-00098-00-BT
Job No.:	C-91-076-23

Addendum # 4

CHANGES IN AGREEMENT PROVISIONS

FORM BLR 05310C - FEDERAL FUNDS

WHEREAS, it is necessary to revise certain portions of the Agreement.

BE IT MUTUALLY AGREED that the following shall be revised as follows:

METHOD OF FINANCING – (State-Let Contract Work Only)

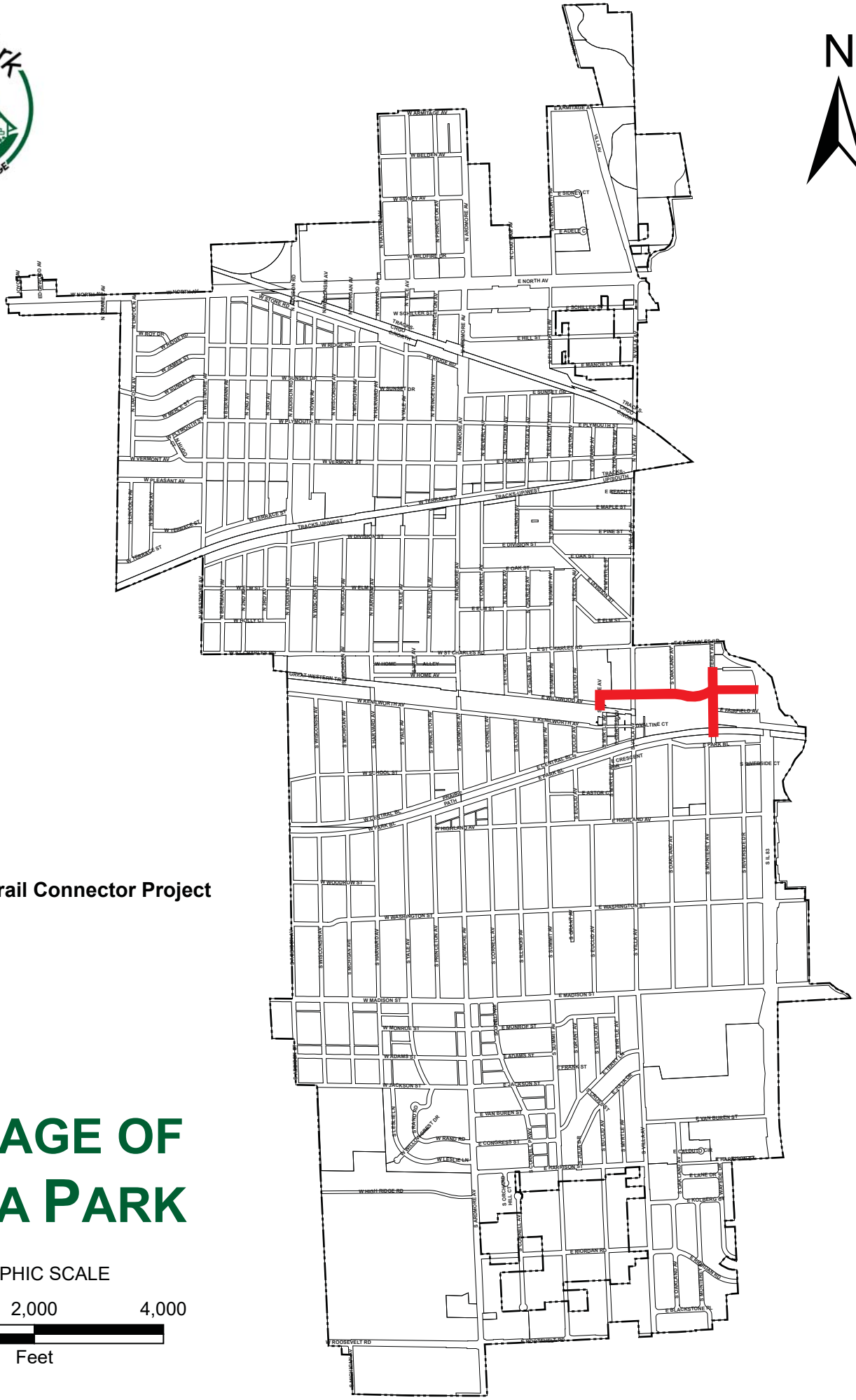
Delete entire section.

THE STATE AGREES:

Delete Articles 1, 2, and 3.

Revise the first sentence in Article 4 to read: "For agreements with federal and/or state funds in construction, construction engineering utility work, and/or railroad work:"

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this addendum shall remain in full force and effect.



VILLAGE OF VILLA PARK

VILLAGE OF VILLA PARK CAPITAL IMPROVEMENT PLAN 2023 THROUGH 2027	**Fund(s) / Department(s):** **Kenilworth TIF** **Oakfield TIF** **Street Improvement Fund** **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	2023	2024 - 2027	Future Years
Engineering / Professional Services					
Kenilworth TIF	82,700	26,200	56,500	-	-
Oakfield TIF	237,851	225,351	12,500	-	-
Street Improvement Fund	-	-	-	-	-
STP Grant	75,000	-	75,000	-	-
Engineering Subtotals	**395,551**	**251,551**	**144,000**	**-**	**-**
Construction / Building					
Kenilworth TIF	-	-	-	-	-
Oakfield TIF	-	-	-	-	-
Street Improvement Fund [1]	250,000	-	250,000	-	-
STP Grant	750,000	-	750,000	-	-
Construction Subtotals	**1,000,000**	**-**	**1,000,000**	**-**	**-**
Funding Sources Subtotals					
Kenilworth TIF	82,700	26,200	56,500	-	-
Oakfield TIF	237,851	225,351	12,500	-	-
Street Improvement Fund [1]	250,000	-	250,000	-	-
STP Grant	825,000	-	825,000	-	-
PROJECT TOTALS	**1,395,551**	**251,551**	**1,144,000**	**-**	**-**

1. Motor Fuel Tax (MFT) revenue may provide funding for these improvements

Village Board of Trustees Agenda Item Report

Meeting Date: August 14, 2023
Submitted by: Kevin Mantels
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 Civiltech Engineering, Inc., of Itasca, Illinois, for Construction Engineering of the Tri-Trail Connector Project in an Amount not to Exceed $106,177.00

Suggested Action:
The Tri-Trail Connector Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project has been bid and is ready to proceed to construction. Staff completed a consultant Qualifications Based Selection (QBS) process for this project, and Civiltech Engineering, Inc., of Itasca, Illinois, was selected to perform these services. Staff recommends approval of an engineering services agreement with Civiltech Engineering, Inc., of Itasca, Illinois, for construction engineering of the Tri-Trail Connector Project in an amount not to exceed $106,177.00. Funds for these costs would be taken from the Street Improvement (Capital) Fund account number 60.502.10.292. The Village would be responsible for paying for eligible engineering costs and seeking reimbursement of the federal share from IDOT.

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 Construction Engineering Agreement
RESO - Tri-Trail Construction Engineering Agreement
Exhibit A - Tri-Trail Construction Engineering Agreement

Memo

To: Matt Harline, Village Manager

From: Kevin L. Mantels, Assistant Village Engineer

Date: August 11, 2023

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Civiltech Engineering, Inc., of Itasca, Illinois, for Construction Engineering of the Tri-Trail Connector Project in an Amount Not to Exceed $106,177.00

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 has been bid by the Illinois Department of Transportation (IDOT), and is now ready to proceed to construction.

The Village expects to receive approximately 80% federal STP-TCM funding for construction and construction engineering. The estimated cost of the project's construction engineering is $106,177.00, of which the Village would be responsible for $20,977.00 after reimbursement.

Staff completed a consultant Qualifications Based Selection (QBS) process to evaluate consultants to perform construction engineering for this project, and Civiltech Engineering, Inc., of Itasca, Illinois, was selected as the firm to perform these services for this project based on their qualifications. Civiltech has submitted a proposed engineering agreement to provide construction engineering services for the project at a cost not to exceed $106,177.00.

IDOT has reviewed and approved the scope of work in the proposed engineering agreement. The proposed scope of work includes contract management, construction supervision, construction inspection, material testing, quality assurance, reporting, construction documentation, and project closeout.

A proposed Joint Funding Agreement with the State of Illinois Department of Transportation to provide the approximately 80% federal funding for construction engineering of the project is being presented to the Village Board for consideration as a separate agenda item.

RECOMMENDATION

Staff recommends approval of an engineering services agreement with Civiltech Engineering Inc., of Itasca, Illinois, for construction engineering of the Tri-Trail Connector Project in an amount not to exceed $106,177.00. Funds for these costs would be taken from the Street Improvement (Capital) Fund account number 60.502.10.292. The Village would be responsible for paying for eligible engineering costs and seeking reimbursement of the federal share from IDOT.

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 Construction Engineering of the Tri-Trail Connector Project in an Amount Not to Exceed $106,177.00

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

WHEREAS, the Village expects to receive federal STP-TCM funding for approximately eighty percent of the cost of construction engineering of the Tri-Trail Connector Project; and,

WHEREAS, the Village staff has completed a consultant Qualifications Based Selection (QBS) process and has recommended a proposed construction engineering services agreement with Civiltech Engineering, Inc., of Itasca, Illinois, to perform construction engineering services for the Tri-Trail Connector Project in an amount not to exceed One-Hundred Six Thousand, One-Hundred Seventy-Seven and 00/100 dollars ($106,177.00); and

WHEREAS, the State of Illinois Department of Transportation has reviewed and approved the proposed engineering services agreement between the Village and Civiltech Engineering, Inc.; and

WHEREAS, the corporate authorities of the Village have determined that it is in the best interests of the citizens of the Village to enter into an agreement with Civiltech Engineering, Inc., of Itasca, Illinois, as is more particularly set forth in a document styled **"Local Public Agency Engineering Services Agreement"**, a copy of which is attached hereto as Exhibit A; and

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

Section 1: That the agreement styled **"Local Public Agency Engineering Services Agreement"**, Section 21-00098-00-BT; Job Number C-91-076-23; Project Number VYDS(798),

Resolution No. _____

that is attached hereto and made a part hereof by reference as Exhibit A, between the Village and Civiltech Engineering, Inc., of Itasca, Illinois, be and the same is hereby approved and the Village President is hereby authorized to execute said Agreement on behalf of the Village and any other such documents related to advancement and completion of this project.

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

PASSED this _____ day of August, 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of August, 2023

_____
Village President

Attest: _____
Village Clerk

Illinois Department of Transportation

Local Public Agency
Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No

Agreement For: Federal CE

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Villa Park	DuPage	20-00098-00-BT	C-91-076-23

Project Number	Contact Name	Phone Number	Email
VYDS(798)	Kevin Mantels, P.E.	(630) 834-8505	kmantels@invillapark.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Wildwood Ave	MUN 4020	0.48	N/A

Location Termini: Great Western Trail to Salt Creek Trail

Add Location / Remove Location

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
S Monterey Ave	MUN 1130	0.18	N/A

Location Termini: Home Avenue to Illinois Prairie Path

Add Location / Remove Location

Project Description

Construct shared-use facilities along Wildwood Avenue and Monterey Avenue to provide connections between the Great Western Trail, Illinois Prairie Path, and Salt Creek Greenway Trail. The connection begins at the Great Western trail south of Lions Park and extend east along Wildwood Avenue to Rotary Park and the beginning of the Salt Creek Greenway Trail. Connection from the Illinois Prairie path begins where it intersects Monterey Avenue and extends up to Rotary Park.

Engineering Funding: ☒ Federal ☐ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding: ☒ Federal ☐ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Civiltech Engineering, Inc.	James D. Ewers, PE	(630) 735-3383	jewers@civiltechinc.com

Address	City	State	Zip Code
Two Pierce Pl, Suite 1400	Itasca	IL	60143

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

☒ EXHIBIT A: Scope of Services

☒ EXHIBIT B: Project Schedule

☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist

☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)

☒ BC 775

☒ BC 776

☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
    (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
    (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
   (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
   (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
   (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

   Method of Compensation:

   ☐ Lump Sum

   ☐ Specific Rate

   ☒ Cost plus Fixed Fee: Fixed

   Total Compensation = DL + DC + OH + FF

   Where:

   DL is the total Direct Labor,
   DC is the total Direct Cost,
   OH is the firm's overhead rate applied to their DL and
   FF is the Fixed Fee.

   Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

   The Fixed Fee cannot exceed 15% of the DL + OH.

   Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds $1,000,000 for any project duration.
6. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error

or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

   Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

   If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited or suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

    For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(a) abide by the terms of the statement; and
(b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (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 grantee's or contractor's policy to maintain a drug free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance program; and
(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above 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.

(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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Construction Engineering Contracts:

(a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

(b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

(c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

(d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.

(e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Civiltech Engineering, Inc.	36-3606666	$100,176.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Midland Standard Engineering & Testing, Inc.	20-2435502	$6,001.00
	Subconsultant Total	$6,001.00
	Prime Consultant Total	$100,176.00
	Total for all work	$106,177.00

AGREEMENT SIGNATURES

Attest: The Village (Local Public Agency Type) of Villa Park (Local Public Agency)

By (Signature & Date)

By (Signature & Date)

Local Public Agency: Villa Park

Local Public Agency Type: Village Clerk

Title: Director of Public Works

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name: Civiltech Engineering, Inc.

By (Signature & Date)

By (Signature & Date)

Title: Vice President

Title: President

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Villa Park	Civiltech Engineering, Inc.	DuPage	20-00098-00-BT

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See attached Exhibit A

Exhibit A

Tri-Trail Connector - Bike Trail

Village of Villa Park

Route: Tri-Trail Connector - Bike Trail
Local Agency: Village of Villa Park
Section No.: 20-00098-00-BT
Proj. No.: VYDS (798)
Job No.: C-91-076-23
County: DuPage
Contract No.: 61J52

SCOPE OF SERVICES

Civiltech will provide the following Scope of Services in conformance with the Illinois Department of Transportation's Standard Construction Engineering Agreement.

- Provide contract management including but not limited to contractor communications, utility coordination, and preparation / processing of pay requests and change orders.
- Act as resident construction supervisor and coordinate with the Village of Villa Park, DuPage County, and IDOT.
- Provide construction inspection service to ensure that the project is being constructed according to specifications.
- Provide material testing for the project to ensure compliance with the contract specifications in accordance with the STATE BMPR "Project Procedures Guide" and the STATE BMPR "Manual of Test Procedures for Materials". STATE BMPR Inspection reports can include:
    - Concrete
    - Hot-Mix Asphalt
    - Soils
    - Aggregates
- Provide Quality Assurance services required by IDOT. Personnel shall have completed the appropriate STATE BMPR QC/QA trained technician classes.
- Provide verification of construction layout (to be completed by the contractor).
- Prepare daily and weekly work reports per IDOT Standards.
- Keep construction documentation per IDOT requirements.
- Provide measurement and computation of pay items.
- Inspect and document the adequacy of the establishment and maintenance of the traffic control.
- Complete all necessary shop drawing reviews.
- Provide plan revisions to reflect as built conditions.
- Close-out project records per the IDOT policies and procedures.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Villa Park	Civiltech Engineering, Inc.	DuPage	20-00098-00-BT

EXHIBIT B
PROJECT SCHEDULE

See attached Exhibit B

Exhibit B

Tri-Trail Connector - Bike Trail

Village of Villa Park

Anticipated Contractor's Schedule

| STAFF | CLASSIFICATION | HOURS | | 2023 | | |

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Villa Park	Civiltech Engineering, Inc.	DuPage	20-00098-00-BT

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal 03/15/23

Method(s) used for advertisement and dates of advertisement

Agency's website; February 28, 2023

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Completeness of Qualifications	15%
Staff Qualifications	35%
Similar Project Experience	25%
Ability to Meet Project Deadlines	15%
Past Performance	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒

Selection committee (titles) for this project

Director of Public Works, Assistant Village Engineer, Senior Civil Engineer

	Top three consultants ranked for this project in order
1	Civiltech Engineering, Inc.
2	Christopher B. Burke Engineering, LTD
3	V3 Companies

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Villa Park	Civiltech Engineering, Inc.	DuPage	20-00098-00-BT

16	LPA is a home rule community (Exempt from QBS).	☒	☐

Illinois Department of Transportation

Local Public Agency	County	Section Number
Villa Park	DuPage	20-00098-00-BT

Prime Consultant (Firm) Name	Prepared By	Date
Civiltech Engineering, Inc.	James D. Ewers, P.E.	4/24/2023

Consultant / Subconsultant Name	Job Number
Civiltech Engineering, Inc.	C-91-076-23

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	9	MONTHS	OVERHEAD RATE	120.55%
START DATE	10/15/2023		COMPLEXITY FACTOR	0
RAISE DATE	4/1/2024		% OF RAISE	2.00%
END DATE	7/14/2024			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/15/2023	4/1/2024	6	66.67%
1	4/2/2024	7/1/2024	3	34.00%

The total escalation = 0.67%

Local Public Agency	County	Section Number
Villa Park	DuPage	20-00098-00-BT

Consultant / Subconsultant Name	Job Number
Civiltech Engineering, Inc.	C-91-076-23

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.67%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Res. Engr. V	$60.93	$61.34
Res. Engr. II	$39.00	$39.26
Field Technician I	$33.25	$33.47
Chief Layout Specialist	$41.75	$42.03
Structural Engr. IV	$46.42	$46.73
Senior Proj Mngr (QA Rep)	$78.13	$78.65

Local Public Agency	County	Section Number
Villa Park	DuPage	20-00098-00-BT

Consultant / Subconsultant Name	Job Number
Civiltech Engineering, Inc.	C-91-076-23

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Midland Standard Engineering & Testing, Inc.	1,610.00	161.00

Local Public Agency
Villa Park

County
DuPage

Section Number
20-00098-00-BT

Consultant / Subconsultant Name
Civiltech Engineering, Inc.

Job Number
C-91-076-23

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	70	$55.00	$3,850.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	150	$0.86	$129.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		TOTAL DIRECT COSTS:		**$3,979.00**

Local Public Agency: Villa Park

County: DuPage

Section Number: 20-00098-00-BT

Consultant / Subconsultant Name: Civiltech Engineering, Inc.

Job Number: C-91-076-23

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 120.55%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Construction Inspection		682	28,983	34,939	9,564		73,486	69.21%
Construction Documentation		143	6,254	7,540	2,064		15,858	14.94%
Project Closeout		43	1,983	2,390	654		5,027	4.73%
Management & Administration		9	708	853	234		1,795	1.69%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
MSET (Matl's Inspect)			-	-	-	6,001	6,001	5.65%
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Subconsultant DL							$31.09	0.03%
Direct Costs Total ===>	$0.00						**$3,979.00**	3.75%
TOTALS		877	37,928	45,722	12,516	6,001	106,177	100.00%

83,650

BLR 05514 (Rev. 0 23)

COST EST

The subconsultant fee has been adjusted due to 15% fixed f

Local Public Agency
Villa Park

County
DuPage

Section Number
20-00098-00-BT

Consultant / Subconsultant Name
Civiltech Engineering, Inc.

Job Number
C-91-076-23

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Inspection			Construction Documentation			Project Closeout			Management & Administration					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Res. Engr. V	61.34	132.0	15.05%	9.23	96	14.08%	8.63	28	19.58%	12.01	8	18.60%	11.41						
Res. Engr. II	39.26	693.0	79.02%	31.02	554	81.23%	31.89	107	74.83%	29.38	32	74.42%	29.22						
Field Technician I	33.47	0.0																	
Chief Layout Specialist	42.03	40.0	4.56%	1.92	32	4.69%	1.97	8	5.59%	2.35									
Structural Engr. IV	46.73	0.0																	
Senior Proj Mngr (QA Rep)	78.65	12.0	1.37%	1.08							3	6.98%	5.49	9	100.00%	78.65			
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TOTALS		877.0	100%	$43.25	682.0	100.00%	$42.50	143.0	100%	$43.74	43.0	100%	$46.12	9.0	100%	$78.65	0.0	0%	$0.00

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Village of Villa Park	DuPage	20-00098-00-BT
Prime Consultant (Firm) Name	**Prepared By**	**Date**
Civiltech Engineering, Inc.	Prepared by William Prigge for subconsultant M	7/19/23
Consultant / Subconsultant Name	**Job Number**	
Midland Standard Engineering & Testing, Inc.	C-91-076-23	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Prepared by William Prigge for subconsultant Midland Dstandard Engineering & Testing, Inc.

PAYROLL ESCALATION TABLE

CONTRACT TERM	8	MONTHS	OVERHEAD RATE	135.00%
START DATE	8/4/23		COMPLEXITY FACTOR	
RAISE DATE	3/1/25		% OF RAISE	2.00%
END DATE	4/3/24			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	8/4/23	4/3/24	8	100.00%

The total escalation = 0.00%

Local Public Agency	County	Section Number
Village of Villa Park	DuPage	20-00098-00-BT

Consultant / Subconsultant Name	Job Number
Midland Standard Engineering & Testing, Inc.	C-91-076-23

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Engineer	$65.63	$65.63
Technician E	$43.39	$43.39
Technician D	$41.99	$41.99
Technician C	$39.74	$39.74

Local Public Agency	County	Section Number
Village of Villa Park	DuPage	20-00098-00-BT

Consultant / Subconsultant Name	Job Number
Midland Standard Engineering & Testing, Inc.	C-91-076-23

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

Local Public Agency
Village of Villa Park

County
DuPage

Section Number
20-00098-00-BT

Consultant / Subconsultant Name
Midland Standard Engineering & Testing, Inc.

Job Number
C-91-076-23

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	4.5	$65.00	$292.50
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)	0	$21.50	$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	1	$1,428.00	$1,428.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$1,720.50**

Local Public Agency
Village of Villa Park

County
DuPage

Section Number
20-00098-00-BT

Consultant / Subconsultant Name
Midland Standard Engineering & Testing, Inc.

Job Number
C-91-076-23

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 135.00%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Report Review		1.5	98	133	32		263	4.36%
Subgrade Inspection	98	12	504	680	166		1,350	22.37%
Concrete Field/Plant Inspection	438	12	504	680	166		1,350	22.37%
HMA Plant/Field Inspection	1,088	12	504	680	166		1,350	22.37%
Materials Laboratory Testing	98		-	-	-		-	0.00%
Soils Laboratory Testing			-	-	-		-	0.00%
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Subconsultant DL							$0.00	
Direct Costs Total ===>	$1,720.50						$1,720.50	28.51%
TOTALS		37.5	1,610	2,173	530	-	6,034	71.48%

3,783

Local Public Agency
Village of Villa Park

County
DuPage

Section Number
20-00098-00-BT

Consultant / Subconsultant Name
Midland Standard Engineering & Testing, Inc.

Job Number
C-91-076-23

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Report Review			Subgrade Inspection			Concrete Field/Plant Inspection			HMA Plant/Field Inspection			Materials Laboratory Testing		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Engineer	65.63	1.5	4.00%	2.63	1.5	100.00%	65.63												
Technician E	43.39	0.0																	
Technician D	41.99	36.0	96.00%	40.31				12	100.00%	41.99	12	100.00%	41.99	12	100.00%	41.99			
Technician C	39.74	0.0																	
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TOTALS		37.5	100%	$42.94	1.5	100.00%	$65.63	12.0	100%	$41.99	12.0	100%	$41.99	12.0	100%	$41.99	0.0	0%	$0.00

Lakeview Parkway - Fairway Drive to IL Route 60
Vernon Hills, Illinois #98-00026-02-WR

			LABORATORY TESTING							LAB
	Asphalt Content	Gyratory	Maximum	Core	Wash	Topsoil	Standard	Hydrometer	Sample	COST
Cylinders	& Gradation	Voids	Specfic Gravity	Thickness&Density	Sieve	Qualification	Proctor	& Atterberg	Pickup	EXTENSION
6									1	$171.00
6									0	$96.00
6									1	$171.00
	1		1							$330.00
	1	1	1							$660.00
18.0	2.0	1.0	2.0	0.0	0.0	0.0	0.0	0.0	2.0	$1,428.00
$16.00 /ea	$165.00 /ea	$330.00 /ea	$165.00 /ea	$40.00 /ea	$75.00 /ea	$250.00 /ea	$175.00 /ea	$180.00 /ea	$75.00 /ea	
$288.00	$330.00	$330.00	$330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$150.00	$1,428.00

Illinois Department of Transportation

Local Public Agency Resident Construction Supervisor/ In Responsible Charge

Regional Engineer: Jose Rios, P.E.

Department of Transportation

Address: 201 W. Center Ct.

City: Schaumburg | State: IL | Zip Code: 60196

Contract Number: | District: 1 | Letting Date: 08/04/23

Municipality: Village of Villa Park

Route: MUN 4020 (Tri-Trail Conct) | County: DuPage

Project Number: VYDS (798) | Job Number: C-91-200-10

Section Number: 20-00098-00-BT

☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.

☒ I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Signature (for the local public agency) | Date

Title: Engineering Coordinator

Applicants Name: Arthur F. Politowicz, P.G.

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is pre-qualified in Construction Inspection. Documentation of Contract Quantities certificate number: 19-15265

Mr. Arthur F. Politowicz, P.G. of Civiltech Engineering will be the Field Inspecting Resident Engineer (F.I.R.E.) for this project. Mr. Politowicz has completed multiple Federal projects that were Let through IDOT.

Signature of Applicant | Date

Job Title of Applicant: Field Inspecting Resident Engineer (F.I.R.E.)

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Regional Engineer Signature | Date Approved

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

Illinois Department of Transportation

Local Public Agency Construction Inspector

Regional Engineer: Jose Rios, P.E.

Department of Transportation

Address: 201 W. Center Ct.

City: Schaumburg | State: IL | Zip Code: 60196

Contract Number | District: 1 | Letting Date: 08/04/23

Municipality: Village of Villa Park

Route: MUN 4020 (Tri-Trail Conct) | County: DuPage

Project Number: VYDS (798) | Job Number: C-91-200-10

Section Number: 20-00098-00-BT

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved

Signature and Title of Resident Construction Supervisor | Date

---

Applicants Name: Arthur F. Politowicz, P.G.

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 19-15265 .

Mr. Arthur F. Politowicz, P.G. of Civiltech Engineering will be the Field Inspecting Resident Engineer (F.I.R.E.) for this project. Mr. Politowicz has completed multiple Federal projects that were Let through IDOT.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved

Signature and Title of In Responsible Charge from BC-775 | Date

---

Village Board of Trustees Agenda Item Report

Meeting Date: August 14, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section: New Business

Subject:
Review Strategic Planning Proposals

Suggested Action:
Four proposals have been submitted to update the Strategic Plan. The last Strategic Plan was updated in 2019 which largely followed the process in the 2014 Plan. Since then, the Village has made progress on several of the goals, and some have become obsolete (building a hotel in place of the Odeum). The fact that it has been four years and only two of seven members of the Board of Trustees participated in the process argues for updating the plan. At this point this is just informational. I will give all the Board members access to all the proposals and bring back a proposed agreement on August 28.

Attachments:
BoT_Memo-NB-Strategic_Planning (5).docx
Villa Park Strategic Plan Report Final Transmittal 3.12.20_1.pdf
Final VO Villa Park Strategic Plan Summary Report 2013 Process_201403271126082611.pdf
Strategic Plan 2019 - 20-Appendix.pdf

Memo

To: Village Board of Trustees and City Clerk

From: Matt Harline, Village Manager

Date: August 11, 2023

Re: New Business – Strategic Plan Proposals

Summary: Four proposals have been submitted to update the Strategic Plan. The last Strategic Plan was updated in 2019 which largely followed the process in the 2014 Plan. Since then, the Village has made progress on several of the goals, and some have become obsolete (building a hotel in place of the Odeum). The fact that it has been four years and only two of seven members of the Board of Trustees participated in the process argues for updating the plan. At this point this is just informational.

Background: The following four firms have submitted proposals and a very brief summary of their proposals can be found below.

Name of Firm	Lead	Notes	Price
CP2 Consulting	Cory Poris Plasch	Very detailed Sample Project Plan. Emphasizes developing Key Performance Indicators.	$23,000 base $32,500 w/ survey and focus groups
SGR	Andy Duke	Detailed proposal and necessary support. Same firm I'd like to select for developing leadership training.	$11,200 plus travel (~ $1,400)
NIU Center for Governmental Studies	Melissa Hendricksen	Detailed plan with pre-meeting work. Greg Kuhn from this organization has done the two previous Strategic Plans.	$18,500 – 19,900 Optional demographic Analysis = $3,800 - $4,500
GovHR	Kathleen (Katy) Rush	Good plan with a detailed demonstration of the expected outcomes.	$14,850 Focus groups add'l $1,200 ea.

Due to the length of the proposals, and the short window I allowed for review, and some of the elements of some of the proposals, I am not prepared to make a recommendation for one firm yet. I would also like to give the Board access to review the proposals and give input. I plan to bring a recommendation along with a resolution and proposed contract back to the Board at the August 28 meeting.

A summary of the plan priorities is attached to the Agenda for the meeting of August 14. The link to the reports from the last two Plans can be found here:

2019 Strategic Plan

2014 Strategic Plan

Recommendation Action: No recommended action at this time.

Village of **Villa Park**

Strategic Plan and Goal Development 2019-2020

Prepared by project facilitators:
Greg Kuhn, Ph.D., Associate Director, Public Management & Training
Jeanna Ballard, MPA, Senior Research Associate, Public Management & Training

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Executive Summary

Strategic planning is a preferred approach to guiding an organization's future rather than making decisions issue by issue. The Village of Villa Park ("the Village") engaged the Center for Governmental Studies (CGS) at Northern Illinois University (NIU) to facilitate a strategic planning workshop with Board and senior staff members in October of 2019 to update the Village's 2015 strategic plan. The 2019 strategic planning workshop provided a positive atmosphere for the Board and senior staff members to re-visit the accomplishments and priorities from the 2015 plan, work together to collaboratively review and update the Board's visions for the future, and, develop new or revised strategic goals to determine where it is the Village wants to go as an organization in the next few years.

Strategic Priorities

Ultimately, six key strategic priority areas were identified as an outcome of the process highlighting activities and initiatives that the Village should focus on in both the short- and long-term. The strategic priority areas identified during the workshop [in no particular order] are illustrated below.

Strategic Priority Areas

Strategic Goals

After a series of environmental scanning discussions regarding the Village's visions for the future, current strengths, weaknesses, opportunities and threats, participants were asked to identify short-and long-term goals. After an updated list of goals were developed, participants were then asked to classify each goal according to a matrix model of time and complexity. Agreed upon criteria were used to classify a goal as short- or long-term and as complex or routine (please see full report for defined criteria).

Following the classification exercise and after the strategic planning workshop retreat, the Village Board was asked to delineate, via an online ranking exercise, which goals should be given the highest priority. In total, the group developed nine short-term routine goals, seven short-term complex goals, six long-term routine goals and thirteen long-term complex goals. The top three goals from each category are offered as a process "snapshot" representing the most important strategic goals or priority areas for the Board and staff to address in the months and years ahead (see below). For a full review and appreciation of all the strategic goals developed, discussed and ranked, please refer to the full report.

SUMMARY OF TOP 3 GOALS ORGANIZED IN TIME/COMPLEXITY MATRIX

Short-Term Routine Goals

- Explore opportunities and methods for maintaining staffing levels in the Fire and Police departments
- Continue to implement and update the Village's Information Technology Plan including enhancing the Village's computer capacity, software, and hardware to facilitate customer service and operational efficiency
- Explore senior housing development ideas and alternatives with the goal of creating additional senior housing options in the Village

Short-Term Complex Goals

- Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc.
- Develop a parks funding strategy for a new swimming pool facility and other identified needs
- Complete shovel-ready designs ready for project approvals and funding

Long-Term Routine Goals

- Maintain an aggressive replacement cycle/plan for aging fire apparatus
- Continue to commit to a long-term equipment/fleet replacement plan including a replacement schedule
- Continue the economic development fund to assist/incentivize desirable/viable/aligned business opportunities in concert with the Village's planning models and analyses

Long-Term Complex Goals

- Continue to use a disciplined maintenance plan and schedule for Village infrastructure
- Continue to follow a long-term master financial plan to fund all Village needs
- Prepare a master development plan including financial strategies for a recreation complex which could include a swimming pool and recreation center

Introduction

As an organization, the Village has placed itself among the special class of governmental entities that have made a commitment to formalized strategic planning and goal setting exercises (Figure 1). As Village leaders are aware of, strategic planning is not a new phenomenon for progressive communities and government agencies. Policymaking boards and staff in both private and public organizations, including the Village, recognize the value of such processes. This important work will serve the community well into the coming years.

The Board and senior staff members gathered in October 2019 to revisit, update and discuss the Village's 2015 strategic plan. The Board and senior staff paused to review and update vision statements, assess goal progress and develop new or revised goals, and ultimately establish an updated course for the future direction of the Village.

The strategic planning workshop provided a positive atmosphere to once again set aside time to methodically, *strategically*, determine where it is the Village wants to go as an organization. As was shared with the Board and senior staff members at the conclusion of the 2019 workshop, the organization should resist the temptation to rearrange priorities as the fiscal year moves along. It is important to adhere to the results of the Board and senior staff members' efforts throughout this process and the Village's budgeting process.

As the Village's leaders recognize, the judicious use of the Village's limited resources (including financial resources and professional staff time) will be the key to good results. These high standards can place a strain on the organization, as excellence requires adequate staff time, expertise and resources. In the end, quality policies and quality implementation equate to tough choices in setting priorities and in allocating resources. Only a limited number of goals and objectives can be effectively managed and implemented at any given time. In a very realistic sense, clear and stable priorities must be maintained if the Village desires to stretch its resources as far as they can go.

Figure 1. Strategic Planning Model*

*Model generally represents the steps that are taken for this type of initiative.

Outline of Workshop

Leadership Exercises and Discussion Sessions

The format for all of the discussion sessions used in the update for the 2019 planning effort employed approaches that were highly participative and interactive. The process was informed by the environmental scanning components and the identified strengths, weaknesses, opportunities and threats for the Village. The workshop facilitators utilized a group discussion approach called 'Nominal Group Technique' where participants were assured equal opportunities to speak and share opinions by the facilitator. During the workshop sessions, individuals had the opportunity to generate and share their ideas, as well as participate in group activities allowing them to weigh alternatives and refine their thinking through dialogue. As ideas were shared and debated, the group worked steadily toward a consensus regarding organizational values, purpose, future directions and priorities.

Session I. Introduction Exercise — Icebreaker and Visioning

Each participant engaged in an important topic identification and visioning exercise by selecting two items from the "garage sale" table and using them to answer two questions. The first item was used to answer the question, "What do you see as an important topic the Village should address in the next 1-3 years?" The second item was related to the visioning question, "In 10-15 years when I return to the Village, I hope to see, or think I will see...," in regards to services, programs, staffing levels, capital needs and general concepts that should or would be present in the Village at these intervals. Participants were asked to think about their ideas ahead of time and then be ready to share them with the group during the first session of the workshop. This was a brainstorming exercise—all ideas about the Village's future were encouraged and shared. Below is a summary of those answers.

Exploration of the Village of Villa Park's Important Current Topics/Issues

Garage Sale Item	Important Topics/Issues
Sticky hands	Improve internal & external communication and follow-up. Make information more understandable and user-friendly (i.e., use of lament terms)
Ruler	Future development to help with funding for future needs, variety of dining options, residential/senior housing options, implemented strategies to measure the Village's success, identify areas of improvement
Fish	Aging/closure of Village-owned pools, renovated or new pools, developed replacement/maintenance plans
Pipe	Eliminate combined sewer lines, strong infrastructure to support development, budgets for core infrastructure identification and mapping
Pipe	Infrastructure, stormwater, flood management funding and improvements
Baseball	Recreation facilities
Checkbook	Private investment in the Village
Playdough	Accomplish goals, follow-through on plans, implementation
USB Cord	Increase public engagement and transparency – use current technology to reach more people
Capitol building	Dwindling resources from the State and Federal government, continued mandates and law changes
Bandit	Police force will be more challenged/have more demand due to law changes and trends
Band-Aids	Comprehensive strategies and plans to enhance police wellness

Garage Sale Item	Important Topics/Issues
Computer disk	Technology – better utilization, improve productivity, and add capacity. Engineering will be more dependent on the use of technology
Brick	Redevelopment opportunities (e.g., garden station) capitalize on opportunities, high-density/mixed-use buildings, connectivity – meet future trends/demands
Slinky	Redevelopment, filling vacancies, infrastructure improvements will all lead to "upward" funding, return on investment, making the Village more attractive
Light	Environmentally conscious, professional development opportunities, use of technology, finding new ways to communicate – creative and reaching a diverse target/people
Crazy glue	Working well with other Village departments, maintain infrastructure and equipment. Technology integrated with equipment and functions, better training/cross-training
President list	State/Federal changes and its impact on local government (e.g., cannabis, pension liability), unfunded mandates
Batteries	Disaster preparedness/emergency planning

Exploration of the Village of Villa Park's Desired Future Condition: Visions of the Future

Garage Sale Item	Visioning
Construction hat	Maintain infrastructure
Construction hat	Restart construction projects being done now to maintain quality infrastructure
Brick	Additional growth across the community- residential & commercial
Valve	Growth & development around the garden station- mixed-use buildings
Garbage can	Want the town to look better, accomplish goals
Smiley ball	Happy people, thriving development, quality of life
Watch	We utilized our time wisely – accountability, accomplishment of goals and projects
Light switch	Turn the switch on for a lot of projects, turn on the light - positive community, alternative energy adaptability and use
Jacks	More families, young children
Drafting tools	Having its own identity, warm community
Ear piece	Customer service and interactions will be different, customer service mindset and focus will be different
Water bottle	Water issues resolved, quality water
Fire truck	Maintain high-quality services, additional staffing to meet increased EMS demands, training room – multi-use purpose room, incremental consolidation
Cone	New recreation center built – sports/fitness/active community, combat sedentary lifestyle, enhanced accessibility to activities, wellness, fitness available year round
Construction hat	Completed and thriving TOD, capitalize on train station
Police car	Different ways of policing (e.g., drones, artificial intelligence), more shared services and resources (e.g., facilities) more amenities - range, workout gym, training
Pizza server	More places in town that bring people together, busy/thriving businesses and downtown
Train schedule	Transit-oriented development
Coffee cup	Community happy, healthy, and inclusive – keep "half-full" mentality to keep moving forward, stable and diverse workforce for the library, outreach and involvement throughout the community
Pamphlet	Better representation in the media, take advantage of opportunities to enhance visibility and branding

Vision Statements from 2014 – Carried forward to 2019-2020
Hope to see completed underpass and strategic railroad crossing grade separation
Villa Avenue having more "A" restaurants, an art gallery, and being more pedestrian and walking friendly
Better communication and engagement to enhance community awareness
Updated/renovated municipal center
Every Village road replaced in thirty years – 100 miles – $6.7 million per year / 3-5 miles per year (1 block East and South)
Connector trail from great Western Trail to Prairie Path and additional related connectors
No dead trees; reforested parkways
Area from North Avenue and between Ardmore and Villa redeveloped
Village is branded as a garden community
Healthy and active community
More sharing of resources
Highly responsive Village Board and senior staff plugged into technology; high service levels
Changes in the fire service, maybe a County fire department; new model
Hospitals will run EMS services versus Villages
All electronic- financial transactions
Less shared revenue from state and more complex reporting
Increased technology to enhance police functions
More integration of services and consolidation among units of government
Address train track barriers in Village; find solutions or approaches
Regionalization of police service in some fashion may be in the future
More intergovernmental agreements, particularly with Willowbrook High School
A village creation facility
More sprinkled buildings
Maybe no "paper money"
Vulnerable state revenues and pension reform issues
New pool complex
Revise or add a new athletic filed(s) with intergovernmental agreements
Elevated train/road intersections/grade separate
Need higher level officer training skills for police officers
Might be less face to face contact in some aspects of police work
New/different squads and transportation – equipment and fuel efficiency, like to see a new or renovated library
More e-books, more digital and technology at the Library
Staffing skills expanded to manage advise patrons on technology
Continued social role/place of interaction
What will the Village be 30 years vibrant railroad community better tenant/businesses on north avenue
More cooperation among community for economic development
More business incubators – non-traditional businesses
More consolidation reduction silos/cross training
More privatization fewer village services as the cost of pensions and salaries will outstrip EAV in a few years
See more e-government's different relationship with government's via technology
See more regional planning/CMPA housing, transportation, land use
Changing workforce
Typical single family developments and the 50's "car oriented" pattern is gone. More change, more efficient development patterns; the least efficient is single-family detached homes in Villa Park, we will see tear downs and more dense redevelopment in the future

Session II. Environmental Scan: Surrender or Lead

Session II. began the two-part environmental scan phase of the process. Participants were asked to team up in small groups for a leadership exercise entitled "Surrender or Lead." The premise is that participants work to develop responses to some simple, but effective and thought-provoking questions. Participants were asked to respond to a series of structured questions designed to initiate discussion and reveal hopes, perspectives, challenges, opportunities or possible barriers based on the collective view of each participant's team. The group's responses were recorded on flip chart paper and are reported below. Bolded sections are key phrases that the group provided in response to the exercise's open questions and prompts.

Group #1 — Team name: Futurists

1. We want to **modernize and renew,** but **not overtax residents and resources.**
2. The two most important things to focus on are the **quality of life** and **a thriving business community,** because **they are interdependent.**
3. If it weren't for the **supportive residents,** we would **not have made the progress we have (roads, library, infrastructure, etc.).**
4. We need to finally **part with the past and embrace a positive future.**
5. **Pensions** will have the biggest impact on our future in the coming 2-3 years.

Group #2 — Team name: "A" Team

1. We want to **improve,** but **we have limitations.**
2. The two most important things to focus on are **infrastructure** and **development** because **they will have a positive impact on property value.**
3. If it weren't for **limited funding,** we would **be able to achieve all of our goals.**
4. We need to finally **communicate accomplishments.**
5. **Financial obligations** will have the biggest impact on our future in the coming 2-3 years.

Group #3 — Team name: Progress

1. We want to **enhance communication with residents,** but **to accomplish this we need to simplify procedures.**
2. The two most important things to focus on are **infrastructure** and **development** because **these set a solid foundation.**
3. If it weren't for **unfunded mandates,** we would **accomplish more goals.**
4. We need to finally **follow-through with goals and objectives.**
5. **Communication, growth, finances, and technology** will have the biggest impact on our future in the coming 2-3 years.

Group #4 — Team name: The Good, Rich, and Friends

1. We want to **exceed expectations of the Village's mission statement,** but **we are restricted by time, money, and governance.**
2. The two most important things to focus on are **infrastructure** and **public safety** because **they are a strong foundation for a community to thrive.**
3. If it weren't for a **lack of funding** and time restrictions, we would **anticipate and exceed the expectations of the community, thus improving the community's perception of the public body.**
4. We need to finally **get together as one community to do what is right for the whole community.**
5. **The Pritzker Administration and state legislators** will have the biggest impact on our future in the coming 2-3 years.

Session III. Environmental Scanning Part II. : Internal and External S.W.O.T Analysis

The next step of the Environmental Scanning phase involved identifying, reviewing and accounting for the internal and external factors present in the environment that can potentially influence the success of the Village, both negatively and positively. Given the exploratory statements and challenges raised in the Surrender or Lead exercise, participants were then asked to identify what constraints and practical difficulties are likely to be encountered that will make it challenging to achieve the desired future state. These elements included both internal and external factors, conditions, trends, regulations, agencies, resources, etc. Furthermore, participants were asked to identify the organization's **strengths (S)** and **weaknesses (W)**. In what areas does the Village regularly excel, and in what areas are there difficulties or shortcomings in terms of expertise, resources, training, etc.? What **opportunities (O)** are on the horizon that can be used to the Village's advantage? Conversely, what trends or **threats (T)** lie ahead that would be obstacles or hindrances? The results of the 2019 SWOT exercise are presented below:

S.W.O.T. EXERCISE (Strengths, Weaknesses, Opportunities, Threats)

Internal

STRENGTHS	WEAKNESSES
• National exposure in magazines • New businesses • Reduced vacancies • Supportive and passionate residents • The quality of the schools • State representation • Aggressive infrastructure improvement and replacement plan • Grant funds • Financial stability • Bond rating	• Landlocked • Lack of diverse representation • Loss of larger sales tax revenue generators • Decentralized facilities and customer service project • Overall debt and contingency liabilities • Staffing levels • Contingent liabilities – Pensions debt • Rental single-family houses • Family entertainment
Strengths from 2014 carried forward to 2019/2020 listed below:	**Weaknesses from 2014 carried forward to 2019/2020 listed below:**
• Location • In our infancy on many things – we've only just begun • Talented Board and professional staff • Committed • Diversity • Young families moving in • Aging population – anchors of the community • Train station/Railroad • Affordability of our housing • Laid back community • Earth-friendly community • Relationship with School Districts • Relationship with neighbor municipalities • Trails/bike paths • Technology • Volunteer core base	• Aging infrastructure • Train station/railroad/grid separation • Open vacant businesses • North/South split and related perceptions • Zip code perception • Aging equipment • Technology • Village facilities • Funds/tax revenues • Fragment parcels and owners of commercial property

External

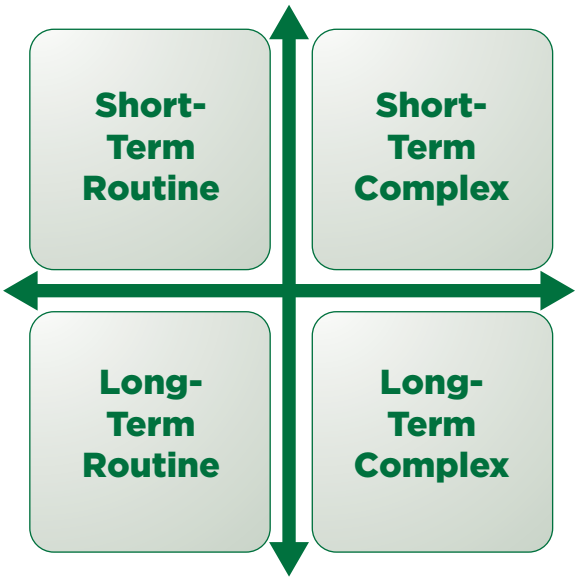
OPPORTUNITIES	THREATS
• Vacancies in commercial properties • Lower property taxes attractive for development • Pool replacement • New development • Senior housing • Public engagement • Public transit • Recreational cannabis • IL Capitol Bill • Community branding • Openness to innovation and change • Social media	• Single-family rentals • Not responding to diversity • Pension obligations • State legislation/legislature • Social media • Lack of senior housing • Global warming • 24/7 drive-thru mentality • Changing culture • Changing transportation patterns • Recreational cannabis
Opportunities from 2014 carried forward to 2019/2020 listed below:	**Weaknesses from 2014 carried forward to 2019/2020 listed below:**
• Location, unincorporated areas annexed • Aging infrastructure • Redevelopment of parcels • Young families moving in; new demographic • Aging population and experience/anchors of community • Train station/Railroad • Aging housing stock for redevelopment • Open vacant businesses • Address North/South split perception • Laid back feel of the community • Relationship with School District and neighboring municipalities • Large tracts of vacant land • Economic recovery • Zip code perception • Technology • Diversity • Public information and facts	• Narrow agendas • Resistance to change • Condition of State of Illinois • Aging infrastructure • Train station/Railroad • Aging housing stock • Vacant businesses • North/South split and perceptions • Growing pains • Corruption and impacts at the state level • Zip code perception • Negativity • Aging equipment • Technology • Village facilities • Future funding needs of schools • Misinformation • Mistrust of government • Lack of home rule • Inflation of crime, gangs, drugs associated with low rent property in the Village

Session IV. Nominal Group Goal Identification

With the preceding sessions creating a sound foundation for goal-setting, the final session included a review of previous goals, and, a healthy group discussion of revised, refined or new goals and/or action items needed to achieve the future visions as expressed by the group. The Village's leadership team reviewed the goals developed from the prior strategic plan and provided the Board with the related updates and action items. During the goal review, the group was asked if the Village should retain the goal, revise the goal, or remove the goal due to it being complete or no longer relevant. The group was then asked to provide any new goals. Each member was allotted time to highlight the three or four most important policy and program goals that he or she thinks the Village should accomplish in the next one to five years. Goals that participants developed could be highly specific or general.

Classification. At the end of the open discussion, participants were asked to classify each goal according to a matrix model of time and complexity (Figure 2). Agreed upon criteria were used to classify a goal as short- or long-term and as complex or routine. The purpose of the exercise is to group goals of roughly the same type together so when prioritization occurs, the participants can avoid the problem of comparing "apples to oranges."

Figure 2. Goal Time & Complexity Matrix
Developed by Professor G. Gabris



The agreed upon criteria used for classifying goals as either short- or long-term and routine or complex involved the following: **Short-term goals** were those goals that could or should be completed or substantially underway in the next one to three years. **Long-term goals** were those goals that could or should be completed or substantially underway within a three to eight year timeframe. **Routine goals,** although not necessarily simple or easy, were goals that could be accomplished with a strong commitment by the Village, and could likely be accomplished within present budget streams, some modest outside assistance, or with minor task or staff reallocations. **Complex goals** were goals that required extraordinary resources, specialists, funding, or the agreement of outside organizations or agencies, or, a private partner/contractor.

Open Group Discussion and Consolidation of Goals

This final phase of the discussion served as the forum for Board and staff members to discuss, evaluate and debate the ideas and goals offered by each participant in the previous sessions. Participants were asked to give their opinions, evaluations and judgments of the worthiness and value of different policy objectives.

Prioritization of Goals

After the workshop, each Board member was asked to delineate, via an online ranking exercise, which goals should be given the highest priority. The Board was provided an online ranking tool where point values were assigned to each goal in each quadrant of the time and complexity matrix by individuals. The calculation of goal prioritization consisted of "forced ranking" where the ranking of each identified goal is averaged by the rankings given by all participants. For example, if a goal were given the scores of 2, 5, 6, 6, 1, 2 and 3, the average total would be 3.57. **The lower the score, the higher the priority.** Again, the average totals were based on the ratings provided.

The following illustration presents the Board's **top three goals,** within each quadrant, as they emerged from the consensus ranking exercise (Figure 3). The top three goals are offered here as a process "snap shot" of the most important strategic goals or issues areas for staff to address in the months and years ahead. In total, the group developed nine short-term routine goals, seven short-term complex goals, six long-term routine goals and thirteen long-term complex goals.

Figure 3. Top Three Goals within Each Quadrant of the Time and Complexity Matrix

Short-Term Routine Goals

- Explore opportunities and methods for maintaining staffing levels in the Fire and Police departments
- Continue to implement and update the Village's Information Technology Plan including enhancing the Village's computer capacity, software, and hardware to facilitate customer service and operational efficiency
- Explore senior housing development ideas and alternatives with the goal of creating additional senior housing options in the Village

Short-Term Complex Goals

- Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc.
- Develop a parks funding strategy for a new swimming pool facility and other identified needs
- Complete shovel-ready designs ready for project approvals and funding

Long-Term Routine Goals

- Maintain an aggressive replacement cycle/plan for aging fire apparatus
- Continue to commit to a long-term equipment/fleet replacement plan including a replacement schedule
- Continue the economic development fund to assist/incentivize desirable/viable/aligned business opportunities in concert with the Village's planning models and analyses

Long-Term Complex Goals

- Continue to use a disciplined maintenance plan and schedule for Village infrastructure
- Continue to follow a long-term master financial plan to fund all Village needs
- Prepare a master development plan including financial strategies for a recreation complex which could include a swimming pool and recreation center

As part of the overall planning process, the strategic planning team developed a total of 35 goals. The above summarizes only the top 3 priorities as arranged in the time and complexity matrix. For a full review and appreciation of **all the strategic goals** developed, discussed and ranked, please see Appendix A.

Strategic Priority Areas

Ultimately, six key strategic priority areas were identified as an outcome of the process highlighting activities and initiatives that the Village should focus on in both the short- and long-term. The strategic priority areas identified during the workshop [in no particular order] are illustrated on the following page.

Strategic Priority Areas

As the Village knows from prior experience, the value of the strategic planning process will be best realized when it is used as an active working guide to both Village's leadership team and staff. The process report here is designed to capture the content of the discussions and to assist the Village in developing action plans in a follow-up session for appropriate committees, departments and elected officers.

The exchange of ideas and dialogue during the discussion sessions and the strategic planning workshop demonstrates that the Village remains committed to progressive leadership. The Board and management team are looking ahead and committed to strategic thinking and planning. One noted observer who is often recognized by the project team for his views on organizational change summarizes the challenges of organizational progress this way:

"The art of progress is to preserve order amid change, and change amid order..."

— A.N. Whitehead

We wish you well with the ambitious year that lies ahead.

Greg Kuhn and Jeanna Ballard, Session Facilitators

Appendix A:

Village of Villa Park Prioritized Strategic Goals

	SHORT-TERM ROUTINE GOALS	GROUP AVERAGE
1	Explore opportunities and methods for maintaining staffing levels in the Fire and Police departments	2.7
2	Continue to implement and update the Village's Information Technology Plan including enhancing the Village's computer capacity, software, and hardware to facilitate customer service and operational efficiency	3.9
3	Explore senior housing development ideas and alternatives with the goal of creating additional senior housing options in the Village	4.1
4	Continue to implement 'Community Policing Strategies' for challenged areas of the community and to address general public safety models and crime abatement issues	4.3
5	Maintain and enhance a fully developed training program for staff to stay current on regulations and policies in all departments and the Library	4.4
6	Continue to remove, replace and maintain parkway trees and our urban canopy throughout the Village	5.6
7	Continue implementation of a comprehensive pedestrian and bike friendly philosophy that includes formation of a Bike Task Force to evaluate opportunities to connect paths and explore overall path system design	5.6
8	Maintain and enhance a designed and focused public information and education program	6.6
9	Create a diversity coalition/commission for our community	7.9

	SHORT-TERM COMPLEX GOALS	GROUP AVERAGE
1	Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc.	2.1
2	Develop a parks funding strategy for a new swimming pool facility and other identified needs	3.0
3	Complete shovel-ready designs ready for project approvals and funding	3.7
4	Continue to update an aggressive/proactive economic development plan for each of our business corridors that includes updating our business database	4.1
5	Undertake a comprehensive sidewalk assessment and repair/replacement plan	4.6
6	Undertake railroad grade-separation studies and plan for/install fencing and safety barriers with input from a Citizen Advisory Committee	4.7
7	Evaluate the feasibility and potential for consolidation of the utility billing function with the Salt Creek Sanitation District	5.7

Appendix A: Prioritized Strategic Short- and Long-Term Goals (continued)

	LONG-TERM ROUTINE GOALS	GROUP AVERAGE
1	Maintain an aggressive replacement cycle/plan for aging fire apparatus	1.9
2	Continue to commit to a long-term equipment/fleet replacement plan including a replacement schedule	2.6
3	Continue the economic development fund to assist/incentivize desirable/viable/aligned business opportunities in concert with the Village's planning models and analyses	3.1
4	Explore, evaluate, and determine Board policy on annexation of unincorporated areas	3.9
5	Implement feasibility study results to improve pedestrian and bike friendly transportation opportunities and connectivity in commercial and shopping areas including the feasibility of making the Village a destination for bikers	4.4
6	Continue steps necessary to implement the Village's 2009 Updated Comprehensive Plan	5.1

	LONG-TERM COMPLEX GOALS	GROUP AVERAGE
1	Continue to use a disciplined maintenance plan and schedule for Village infrastructure	3.7
2	Continue to follow a long-term master financial plan to fund all Village needs	4.7
3	Prepare a master development plan including financial strategies for a recreation complex which could include a swimming pool and recreation center	4.7
4	Explore joining fire operations consortium, look into consolidation, or forming a multi-community District	4.9
5	Explore the feasibility of shared services of certain functions related to community policing/police services	5.1
6	Foster the completion of a successful redevelopment in the entire TOD area	6.1
7	Evaluate the potential to consolidate Village owned properties on North Ave and to remove/replace blighted areas with new construction	6.7
8	Work to have railroad grade separation completed at a key crossing in the Village	6.7
9	Develop a comprehensive facility plan that addresses functionality, customer service, and security issues of existing properties; includes construction of a new municipal complex; and investigates the potential for reusing existing Village owned properties for a new fire station or satellite facility	8.3
10	Continue to seek to provide inviting, convenient, and responsive services to residents, schools, local businesses and village departments in the remodeled library	8.6
11	Work with transit agencies to initiate bus service to and from the train station	9.3
12	Work to find and/or partner with developer for a hotel at the Odeum site	10.9
13	Engage and be proactive in regional planning efforts and activities	11.3

Final Report

Village of Villa Park, Illinois

Strategic Plan Summary Report

January, 2014

1415 W. Diehl Rd., Suite 400
Naperville, IL 60563
(630) 566-8400
www.sikich.com

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Reflections Exercise/Introduction

Management Team's Pre-Session Workshop Summary

Goal Ranking Detail

PROCESS SUMMARY

INTRODUCTION

It was a pleasure for us to work with you to conduct the Village's 2013 Strategic Plan Board/Senior Staff retreat and workshops. As an organization, Villa Park is now among the special class of municipal governments that engage in formalized strategic planning and goal-setting. Strategic planning is a preferred approach to guiding the Village's future—it helps leaders to be proactive, rather than reactive, and lessens the urge to manage crisis by crisis. Overall, the workshops provided a collaborative and positive setting to methodically and strategically determine where it is you want to go as a Village government, as an organization, and as a community over the next several years.

The workshop setting at the Odeum Convention Center in Villa Park allowed Board members to exchange ideas in the context of the future and long-term planning for the Village with Senior Staff. It was beneficial for the Board and Senior Staff to participate as a leadership team in the process. The group was able to reflect back on its mission and goals and share strategic issues of importance with one another. The Board's working dynamics were very open with multiple views shared and staff expertise on hand to offer background and perspective on a variety of topics. While differences of opinion on some items were part of the discussions, different views are to be expected as part of the policy development process. That's democracy in action! We have no doubt the Board, as a whole, will work together to find viable approaches and solutions for the many goals that were identified and prioritized as part of the 2013 strategic planning process.

WORKSHOP OUTCOMES

REFLECTIONS

The 2013 Board/Senior Staff workshop provided a positive setting for the Board and Senior Staff to set aside time to methodically—"strategically"—determine the Village's future direction as a community and as a municipal government. Your ongoing work will serve the Village's residents and organization well into the coming years.

In light of the economic conditions that have impacted all units of government, including Villa Park, it remains important to proceed with careful thought. Your goals will only be realized through prioritization and the judicious use of your professional staff. The standards of performance you expect can place a strain on the organization, as excellence requires adequate staff time, expertise, and resources. Quality results equate to tough choices in prioritization and resource allocation. Only a limited number of objectives, goals, and services can be effectively managed and implemented at a given time. In a very realistic sense, *clear and stable priorities* must be maintained if the Village seeks to maximize its resources. Resist the temptation to "re-arrange" priorities as the fiscal year moves along. A pattern of "continuous" shifting can create a confusing tone in the organization and hamper your efforts to reach your near and long-term goals.

OVERVIEW

The planning process began with a pre-session workshop with the Village's Senior Staff held on August 21, 2013. This session provided department heads with general information and training about Strategic Planning. The pre-session was also designed to promote Department Head/Manager long-term thinking via exercises that included a SWOT analysis, scanning, visioning exercises, and development of preliminary staff-developed goals and objectives. Although some strategic planning processes focus solely on elected officials' visions and goals, holding a pre-session with the Village's Senior Staff has the advantage of providing an opportunity for staff to provide their all important input and critical operational point of view. It also has the advantage of generating staff clarity and context for the important goal implementation steps that follow the strategic planning process. The appendix includes the results of the Senior Staff's pre-session workshop.

Following the pre-session the Village President, Village Board, and Senior Staff met on August 24, 2013 for a planning retreat at the Odeum Convention Center to discuss the Village's current environment, challenges and strengths, and to set the Village's strategic goals for the next two to ten years. During this daylong session, the Board and Senior Staff participated in a variety of exercises that not only addressed the Village's future visions, but also reviewed strengths, weaknesses, opportunities, and threats that impact the policy and operational environment. The Board and Senior Staff also developed a consolidated list of short and long term-goals, categorizing them in a matrix of time and complexity. The process started with a visioning exercise and concluded with the development of short and long-term goals that were later ranked and prioritized by the Board. The results of the ranking process are presented later in this summary report.

The following pages capture the discussion sessions that comprised the Board/Senior Staff strategic planning workshop for 2013. It is important to note that the format for all of the discussion sessions employed a highly participative and interactive methodology. The process utilized a group discussion approach known as *Nominal Group Technique* where participants were assured equal opportunities to speak and share opinions with the facilitators. During the activities, all Board members had the opportunity to generate and share ideas, weigh alternatives, and further explain or refine their thinking. An overview of the strategic planning model that was used for this update of the strategic planning process can be seen in the illustration below. As the model visually demonstrates, strategic planning is a multiphase process that most closely resembles an ongoing cycle of information gathering, assessment, decision-making, and follow-through.

Strategic Planning Process Model- ***G. Kuhn***

PART I: VISION EXERCISE

Each workshop participant was then asked to pause and reflect on their future vision for the Village. This was a brainstorming exercise where any and all ideas about the Village's desired future were encouraged and shared. Participants engaged in this exercise by considering the phrase: "In 15–20 years, when I return to Villa Park I hope to see…., or, what I think I'll see is…." The notes presented below are the thoughts and views as recorded by the facilitator on flip chart paper offered by participants.

"In 15 – 20 years when I return to Villa Park, I hope to see…., or, I think I will see: …."

Board Visions

Hope/Think We Will See
• Thoroughly redeveloped transit-oriented development and all corridors (i.e., North Avenue, St. Charles, Villa and Ardmore) as part of long-range economy plan • Hope to see completed underpass and strategic railroad crossing grade separation • All of our infrastructure issues addressed with a regular maintenance plan in place and adhered to • An entertainment district and a cultural arts center to offer quality of life and make the Village a "place to live" • Villa Avenue having more "A" restaurants, an art gallery, and being more pedestrian and walking friendly • Cohesive and economically thriving community; more sharing, and a more diverse part of the community engaged; more financially secure community • Quality of life for residents improved through solid Village services: parks, public works, police, and fire • New municipal center - a new campus, maybe a complex of public facilities like Addison • Every Village road replaced in thirty years – 100 miles – $6.7 million per year/3 to 5 miles per year (1 block East and South) • Villa Park bank building replaced; the road vacated and "green"; a new park that is almost two blocks; a nearby senior condo; commercial development • Connector trail from Great Western Trail to Prairie Path and additional, related connectors • No dead trees; reforested parkways • Area from North Avenue and between Ardmore and Villa redeveloped– hotel and restaurant complex – great location for a recreation area center • Village is branded as a garden community and "health nut" Village • Renovated library with expansion of technology and outlets every five feet; flexible building with cultural offerings; partnering with businesses and other agencies • Many of the same economic development plans described by others, but with a very solid transit infrastructure and transit-oriented development (Route 83 corridor) and more young families supporting small businesses

Hope/Think We Will See
• A fully developed and full functioning transit-oriented development workforce; central hub where action takes place and is a catalyst for change • Highly responsive Village Board and Senior Staff plugged into technology; high service levels • Sewer separation to help address stormwater including expanded detention/retention to improve quality of life • Changes in the fire service, maybe a County fire department; new model • Hospitals will run EMS services versus Villages • Safer firefighter technologies and equipment, maybe robotics • Municipal complex within walking distance of other facilities • All-electronic financial transactions • Less shared revenue from state and more complex reporting • Respond to growth and density by having the infrastructure to provide services • More integration of services and consolidation among units of government • Increased technology, maybe privatization of some police functions • Address train track barriers in Village; find solutions or approaches • Regionalization of police service in some fashion may be in the future • More intergovernmental agreements, particularly with Willowbrook High School • A Village recreation facility at the Odeum

Visions of Future Senior Staff

Hope/Think We will See
• There is a lot of talk on consolidations etc. regarding the County Fire Department • EMS will continue to impact our departments maybe more hospitals oriented • More sprinkled buildings • A lot less paper, move transparency • Maybe no “paper money” • More available credit for municipalities, and state revenues with vulnerable and pension reform • I’m not sure we’ll have as many separate communities • I see more integrated, seamless services, more sharing, more consolidation • Our infrastructure isn’t standing still we need to repair and replacements requires a lot of cash maybe private/public most vulnerable underground • New pool complex maybe from a cooperative agreement with the high school • Revise or add a new athletic field(s) with intergovernmental agreements • A stand-alone indoor recreation complex • Mix use indoor recreation complex • Mix of staffing models to serve the community • Elevated train/road intersections/grade separate • I think there will still be a singular Village Police Department. • Much more technology like readers/cameras used in doing Law Enforcement • Need higher level officer training skills for police officers • Might be less face to face contact in some aspects of police work • County-wide reporting system in place with others able to access or share information • 40,000 watts with outlets every five feet and maybe create a district for unsecured areas • New/different squads and transportation – equipment and fuel efficiency, like to see a new or renovated library • More e-books, more digital and technology • Staffing skills expanded to manage advise patrons on technology • More sharing parks, schools, police/fire business etc. • Become more self-service oriented at the library but, also more one-on-one time as a trade off for some services • See a lot fewer paper books/magazines etc. but more electronic versions • Continued social role/place of interaction • What will Village be 30 years vibrant railroad community better tenants/businesses on North Avenue • More cooperation among community for economic develop • More globalization of economic development • Schools are a window to our demographics more diverse • More business incubators-non-traditional businesses

Hope/Think We will See
• I see more consolidation reducing silos/cross training • More privatization fewer Village services as the cost of pensions and salaries will outstrip EAV in a few years • New service delivery mixes • See more e-government's different relationship with government's via technology • Service delivery have to be done in a different way • New government talent coming to the career and profession of civic service • See more regional planning/CMAP housing, transportation, land use • Code enforcement will use more technology, in-field tools, and Google earth • Well functioning transit-oriented development around train station • Typical single family developments and the 50's" car oriented" pattern is gone more change more efficient development patterns; the least efficient is single-family detached homes in Villa Park, we will see tear downs and more dense redevelopment in the future

PART II:
INTERNAL AND EXTERNAL ENVIRONMENTAL SCAN

The next workshop session was a review and accounting of the internal and external factors present in the environment that can and do impact the Village's core mission. This is a fundamental exercise in any strategic planning process known as SWOT Analysis.

In two different exercises, participants were asked to identify what constraints and practical difficulties are likely to be encountered, or would make it difficult to achieve the desired future described in the vision statements. The exercise called on participants to explore the organization's strengths and weaknesses. The notes that follow are the thoughts and views shared during the environmental scan, as captured by the facilitators on flip chart paper.

Exercise A: Surrender or Lead Exercise

The first exercise was a pre-SWOT assignment entitled 'Surrender or Lead.' In this exercise, participants work in sub groups to develop responses to some simple, but thought provoking statements. All participants were assigned to random working groups and were given the same series of structured statements. The participant's responses were recorded and discussed. Groups were also asked to select a name for their group, which helped to develop a spirit of camaraderie. Responses to the structured statements are presented below. As a guide for readers, the words typed in bold indicate the provided prompts/statement and the normal text indicates the group's response to the "blank" lines.

Group Name: *The Ronbo A-team*

1. ***We want to*** achieve great things, ***but*** need to take more risks
2. ***We need to*** finally prioritize
3. ***If it weren't for*** limited funding sources, ***we would*** achieve our goals/priorities
4. ***We need*** technology
5. Lack of planning will ***make us*** fail

Group Name: *Get-er Done*

1. ***We want to*** provide for the community, ***but*** have limited resources
2. ***We need to*** plan, develop, and implement a village strategy
3. ***If it weren't for*** road blocks***, we would*** accomplish our goals
4. ***We need*** the economy to improve
5. A plan will ***make us*** focused and ready for the future

Group Name: *The Do-ers*

1. ***We want to*** improve the quality of life for the community, ***but*** we need an executable plan
2. ***We need to*** finally come together as a cohesive team
3. ***If it weren't for*** the lack of resources, ***we would*** have a better quality of life
4. ***We need*** a common vision/agreement; will have the biggest impact on our future
5. A unified focus will ***make us*** successful

Exercise B - SWOT Identification

Participants were next asked to use the outcomes of 'Surrender or Lead' as a starting point to develop and discuss the internal and external factors that can potentially impact the success of the Village, both negatively and positively. The participant's responses, categorized as strengths, weaknesses, opportunities, or threats (SWOT) appear below. This was designed as a "rapid fire" exercise and as such, the listing of strengths, weaknesses, opportunities, and threats is abbreviated and not meant to be a series of complete statements.

Strengths	Weaknesses
• Location, Location • In our infancy on many things-we've only just begun • Talented board and professional staff • Committed • Diversity • Young families moving • Aging population • Train station/Railroad • Affordability of our housing • Laid back community • Earth friendly community	• Our location/we're a sandwiched town • Diversity • Aging infrastructure • Train station/Railroad • Aging housing stock • Open vacant businesses • North/South split and related perceptions • Zip code perception • Aging staff and equipment • Technology • Village facilities

Strengths	Weaknesses
• Relationship with School Districts • Relationship with neighbor municipalities • All our trails/bike paths • Technology • Tax profile completeness • Volunteer core base	• Funds/tax revenues • Fragment parcels and owners of commercial property • Vacancies in single family and commercial properties
Opportunities	**Threats**
• Location, unincorporated areas annexed • Aging infrastructure • Redevelop-able parcels • Young families moving in; new demographic • Aging population and experience • Train station/Railroad • Aging housing stock • Open vacant business • Address North/South split perception • Laid back feel of community • Relationship with school district and neighboring municipalities • Large tracts of vacant land • Economic recovery • Trails/bike paths • Growing pains • Zip code perception • Technology • Tax profile/competiveness • Diversity • Public Information and Facts	• Narrow agendas • Resistance to change • Condition of State of Illinois • Aging infrastructure • Train station/Railroad • Aging housing stock • Vacant business • North/South split and perceptions • Growing pains • Corruption and impacts • Zip code perception • Negativity • Aging staff and equipment • Technology • Village facilities • Future funding needs of schools • Diversity • Misinformation • Mistrust of government • Declining population in village • Lack of home rule Inflation of crime, gangs, drugs associated with low rent property in Village

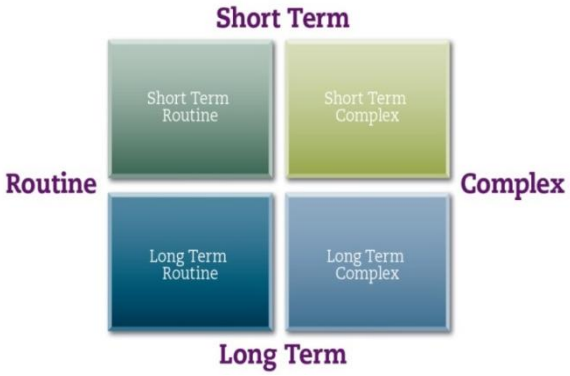
PART III: GROUP GOAL IDENTIFICATION/CONSOLIDATION

Exercise A: Goal Identification - Time/Complexity Classification

The final discussion session provided a forum for the collaborative identification of strategic goals and objectives necessary to achieve the future vision of the Village. With the preceding sessions serving as a sound foundation for goal setting, the last session was a healthy presentation of ideas and goals as expressed by participants, beginning with members of the Village Board. Each participant was allotted time to highlight their most important policy/program goals that he or she thinks the Village should accomplish in the next one to five years. After all had presented their ideas, additional goals were sought out until the group completed the process. It should be noted that to encourage people to introduce and discuss ideas of all types, participants were instructed that goals could be highly specific or general.

In the next exercise, participants were asked to classify each goal according to a matrix model of complexity and time (created by Dr. Gerald Gabris and depicted below). Specific criterion was used to classify a goal as short or long-term and as complex or routine. This final piece of the goal development exercise allowed decision-makers to cluster goals of roughly the same "type" together, so that when prioritization occurred, participants could avoid the problem of comparing "apples to oranges." The agreed-to criteria for the classifications were as follows: short-term goals were those that could or should be completed (or substantially underway) by the end of the coming fiscal year. Long-term goals were any that fell within a three to seven year time span. Complex goals were those that required extraordinary resources, specialists, funding, or the agreement of outside organizations or agencies. Routine goals, although not necessarily simple, were goals that could be accomplished upon unilateral decision of the Board and within present budget streams, or with minor revenue enhancements or reallocations.

Goal Classification Grid ***(Dr. Gerald Gabris)***



Exercise B: Goal Consolidation

Once classified, and where appropriate and where goals were connected or related, the staff was asked to work with the facilitators to consolidate goals and refine/clarify some of the workshop terms used to describe the goals. This process resulted in a final listing of goals from the prior exercise into logical groupings. The combined and consolidated goals were reviewed and converted to ranking sheets that maintained the agreed upon criteria for both time and complexity.

PART IV:
GOAL PRIORITIZATION/RANKINGS OF FINAL LIST OF CONSOLIDATED GOALS

Using the consolidated goals from the 2013 workshop, the final exercise in developing the 2013 list of Strategic Goals for the Village was Board input to produce a consensus ranking of short and long-term goals and objectives. These group prioritization rankings are designed to aid the Board and Senior Staff in developing action plans and decision points required to attain the goals. Board members were asked to indicate their priority ranking for each goal as compared to other goals in the same category (i.e., prioritize all short-term complex goals against one another, prioritize all long-term routine goals against one another, and so on). This was essentially a Board exercise that ultimately produced a collaborative ranking of goals within each of the four quadrants of time and complexity. Below are the top three goals in each category of time and complexity, followed by the complete list of categorized and prioritized goals.

Top Three Goals Within the Time/Complexity Matrix

As a further refinement of results, and in order to aid in communication of the Board's top goal priorities, the following illustration depicts the top three goals within each quadrant of the time/complexity matrix.

VILLAGE OF VILLA PARK
2013 STRATEGIC PLAN GOALS DRAFT RANKINGS

	Short-Term Routine Goals
Group Average	**Goal Description**
3.00	Develop a 'Community Policing Strategy' for challenged areas of the community and to address general crime issues.
4.00	Develop an Information Technology plan that includes prioritization of projects and proposed funding opportunities including online payment of traffic tickets; upgraded recreation registration software; online process for planning and zoning permits and other applications.
4.50	Remove dead and diseased parkway trees.
4.67	Explore opportunities and methods for restoring staffing levels in the Fire and Police Departments.
5.00	Create a designed/focused public information and education program that includes redesign and updating the website with particular attention on the Village's economic development opportunities.
5.83	Set-up a fully developed training program for staff to stay current on regulations in all departments and the Library.
5.83	Explore senior housing development ideas and alternatives with the goal of creating additional senior housing options.
7.00	Adoption of a comprehensive pedestrian and bike friendly philosophy that includes formation of a Bike Task Force to evaluate opportunities to connect paths and explore overall path system design.
8.00	Consider rezoning the north side of Park Blvd as a low density multi-family transition area.
8.20	Create a diversity coalition/commission for our community.
9.50	Complete the Library's strategic plan including a capital needs assessment.

VILLAGE OF VILLA PARK
2013 STRATEGIC PLAN GOALS DRAFT RANKINGS

	Short-Term Complex Goals
Your Ranking	**Goal Description**
1.67	Develop an aggressive infrastructure replacement/development plan that covers sewers, sidewalks, and streets. Use this plan to work toward a road construction referendum that includes comprehensive street replacement schedules and addresses reconstruction needs on Park Blvd, Van Buren, and N. Michigan Avenue.
4.00	Develop a Parks Capital Improvement program that considers a replacement/feasibility plan for the pools, as well as updating and renovating fields and equipment, and additional park facilities such as dog parks and garden plots.
4.17	Complete shovel-ready designs ready for project approvals and funding such as: flood control, Park Blvd, North Michigan Avenue, etc.
4.33	Develop a comprehensive stormwater/flood abatement engineering/improvement plan.
4.50	Develop an aggressive/proactive economic development plan for each of our business corridors that includes updating our business data base.
6.33	Undertake railroad grade separation studies and fencing and safety barriers with input from a Citizen Advisory Committee.
6.33	Design, initiate, and complete SSAs for North Avenue Townhomes.
7.17	Update the Village's computer capacity, software, and hardware to facilitate customer service and capacity.
7.60	Evaluate the feasibility and potential for consolidation with Salt Creek Sanitation District.
8.50	Work with transit agencies to get bus service to and from the train station.

VILLAGE OF VILLA PARK
2013 STRATEGIC PLAN GOALS DRAFT RANKINGS

	Long-Term Routine Goals
Your Ranking	**Goal Description**
3.00	Develop an aggressive replacement plan for aging fire apparatus.
3.17	Create an economic development fund to assist/incentivize great business opportunities.
3.80	Rezone Villa Avenue north of Park to St. Charles in anticipation of redevelopment.
4.33	Develop/commit to a long-term equipment/fleet replacement plan including a replacement schedule.
4.50	Explore, evaluate, and determine Board policy on annexation of unincorporated areas.
5.33	Consider rezoning the north side of Park Blvd as a low density, multi-family transition area.
7.00	Conduct a feasibility study to improve pedestrian and bike friendly transportation opportunities and connectivity in commercial and shopping areas including the feasibility of making the Village a destination for bikers.
7.17	Continue steps necessary to implement the Village's 2009 Updated Comprehensive Plan.
7.17	Install Police monitored security cameras in select areas of Village.
8.33	Explore the feasibility of district status for the Library in next three years especially for non-served/under-served areas.

	Long-Term Complex Goals
Your Ranking	**Goal Description**
3.33	Develop a long-term master financial plan to fund all Village needs.
3.50	Return to a disciplined maintenance plan and schedule for Village infrastructure; implement and complete all planned and needed construction plans.
5.33	Foster the completion of successful redevelopment in the entire TOD area.
5.83	Evaluate the potential to consolidate Village owned properties on North Ave and to remove /replace blighted areas with new construction.
6.00	Develop a comprehensive facility plan that addresses functionality and security issues of existing properties; includes construction of a new municipal complex; and investigates the potential for reusing existing Village owned properties for a new fire station or satellite facility.
7.00	Prepare a master replacement/ development plan for a new aquatic facility (pool complex).
8.50	Develop an overall plan and strategy to redevelop the North Avenue Townhomes property.
9.40	Explore the feasibility of outsourcing (shared service contracts) of certain functions in Police Department (i.e. Patrol function, records, etc.).
9.80	Explore /evaluate joining fire operations consortium, exploring consolidation, or forming a multi-community District.
10.17	Explore and evaluate the creation of a Park District for the Park and Recreation function in the Village.
10.17	Conduct a feasibility study for pedestrian friendly commercial and shopping areas.
10.33	Work to have railroad grade separation completed at one or more Key sites.
10.67	Work to find and/or partner with developer for a Hotel at Odeum site.
11.00	Engage and be more proactive in regional planning efforts and activities.
12.00	Work to have a mid-sized office complex constructed in Villa Park.
13.20	Explore, evaluate, and discuss Home Rule status for the Village.
14.00	Complete planning and construct a remodeled and expanded Library.

CONCLUSION

This Strategic Planning Summary Report represents the 2013 update of leadership's vision and goals for the Village of Villa Park's future. The Village Board's ideas and prioritized goals were revisited, refined, and refreshed within the context of the current operating environment and therefore should become a working guide for both the Village Board and staff to pursue. This report is designed to capture the topics and processes of your discussions and should be used to assist the organization in developing action plans in follow-up sessions that include your committees, staff, advisors, and elected Board members.

The next step is for Senior Staff to review the results with the Village President and Board to fine-tune these objectives and report back to the Board and to appropriate committees on how and when the goals and objectives might be most efficiently and effectively addressed. What remains a strength for the Village is the exchange of ideas and dialogue during the discussion sessions. The organization is fortunate to have elected leadership that continues to look ahead, while facing the unprecedented economic challenges that have impacted all communities.

One noted organizational observer summarized the challenges of progress this way:

"The art of progress is to preserve order amid change, and change amid order..." A.F. Whitehead

Again, you have an ambitious couple of years that lay ahead. Best of luck to all as you work through these important goals.

Gregory T. Kuhn, Ph.D.
Process Facilitator

REFLECTIONS EXERCISE/INTRODUCTION

As an opening "reflections" or ice breaker exercise, each participant was asked to select one item from a table of "garage sale items" and use that item to complete the following sentence: "In the future I would like to see Villa Park explore the following important issues or policy areas:" The results of that opening exercise and discussion starter can be found in the Appendix of the report.

Item	Summation of Participant's Ideas/Response
Ball	More recreation opportunities and a huge outdoor complex with pools, fields, a field house, etc.
Policeman	Address public safety staffing issues.
Helmet	Increased/thriving transportation development.
White Out	More parts of town cleaned up, redeveloped, and maintained.
Protractor	Prepare plans to redevelop North Avenue Townhomes.
Superman Figure	A sense of community in the *whole* community; a culture among all staff to work towards the same goals although some issues will take a superman type figure to solve.
Spring	Rebound, spring ahead, and keep going forward; work toward what is possible and don't be fearful of trying new things.
Watch	Take more time to think about the future and take some risks.
Baseball	Upgraded fields and facilities and dedicated field space especially for baseball.
Traffic Cone	Address infrastructure needs including our streets.
Head Phones	Part of our community is "the mobile" generation: everything is done through a device; changing our approaches will be important in order to adapt.
Pencil Sharpener	We need to sharpen our pencils and look at priorities verses limited funds.
Globe	The Village will go green, recycle, and improve efforts to save, reuse, and sustain.
Candle	Village needs to get to the next step and focus to reach the next level to be #1, but like a candle, we have shrinking resources.
Telephone Wires	Drive technology firms to Villa Park for future business.
Award	Village will win awards for being progressive and innovative.
Ruler	We need to measure our growth and take actions today to make growth happen in the future.
White Pen	What can we offer as educational opportunities for our citizens about the community and the Village government; develop interest in learning and a culture of understanding and new ideas.
Pin	What can we do to bring entertainment to town?
Shower Pipe	Important to maintain and develop our infrastructure (water and sewers).
Tiffany Colored Key Chain	We need to enact policies to encourage more upscale retail.
Leopard Pen:	Board needs to be more aggressive in pursuing ideas that would be good for the whole town.
Glue Pen	Board and community sticking together; keep same interests at heart.
PVC Fitting	Basic needs and services need to be met.
Wires	Stabilize by exploring parks versus park districts.
Spring/Watch	Discuss various areas: Transit-oriented development, North Avenue, Ardmore.

Item	Summation of Participant's Ideas/Response
Whistle	Address aging swimming pools (one is on its last legs).
Telephone Wire	Increased and improved communication of all types (Board/staff, staff/staff, and Village with community).
Traffic Cones	Infrastructure, repairs and long-term approach needed that is sustainable with a holistic view.
Buffalo Nickel	Finance and funding issues are important; our citizen's need more education and information about how much the services they want actually cost.
Ruler	We need to measure and keep measuring our services and resources (police, fire resources and staffing levels).
Shoe Polisher	We need a clean slate; stop looking back and instead look forward to the number of issues needing to be resolved and/or confronted.
Black Radiator Tube	Explore the opportunity to re-develop Ardmore paths for bikes, bike shops, etc.
Pipe	Infrastructure is critical to today and tomorrow because infrastructure dictates the level we grow and develop.
Wi-Fi	Improving communications within region, across the Village and with staff
Globe/Ball	Diversity in our community – How do we fully include the various diverse parts of the Village in our community?

Village of Villa Park
MANAGEMENT TEAM
PRE-SESSION WORKSHOP SUMMARY
2013 Strategic Planning Initiative

Exercise 1: Visions of Your Department/Function in the Future

Each Management Team member was asked to articulate what he or she perceives to be the "preferred" or predicted future state of *their Department or function*, ten to twenty years down the road. Participants engaged in the exercise by responding to the phrase: "In 15–20 years when I return to Villa Park, I hope to see…., or what I think I'll see in my Department or function is…." The responses are noted below:

- A County-wide Fire Department there is a lot of talk of consolidations etc.
- EMS will continue to impact our departments maybe more hospital oriented models will be in place
- More sprinkled buildings
- A lot less paper and more transparency
- Maybe no "paper money" for transactions
- More available credit for municipalities; shared state revenues remain vulnerable without pension reform
- I'm not sure we'll have as many separate communities
- I see more integrated, seamless services; more sharing, more consolidation
- Our infrastructure isn't standing still we need to repair. Replacements require a lot of cash maybe private/public for some facilities.
- Our most vulnerable infrastructure is underground it's unseen, but we can't ignore it
- New pool complex; maybe a cooperative agreement with the high school
- Design a new athletic field(s) with intergovernmental agreements
- Stand-alone indoor recreation complex maybe with intergovernmental agreements
- Mix of staffing models to serve the community
- Elevated train/road intersections; railroad grade separated tracks and traffic at key intersections
- I think there will still be a singular Village Police Department
- Much more technology in police work; e.g., readers/cameras now in use for Law Enforcement
- Need higher level officer training and skill development opportunities for officers
- Might be less face to face contact with officers in the future
- County-wide crime reporting system with others to share needed/useful information
- New/different squads and transportation – better designed equipment and fuel efficiency
- Like to see a new or renovated library with tomorrow's technology built in
- A library with "40,000 watts" with outlets every five feet and maybe create a District for under-served/non-annexed areas
- More e-books, more digital and technology
- Staffing skills in library expanded to manage/advise patrons on technology

- More sharing between parks, schools, police/fire, businesses, etc.
- Become more self-service, but that can create more one-on-one time as a trade off for self-service
- See a lot fewer paper copies of books/magazines, etc.
- Library will continue to play an essential social role/place of interaction and access to information and technology
- What will the Village be in 30 years?--a vibrant railroad community with good economic opportunity, better tenants/businesses on North Avenue, etc.
- More cooperation among/within the community for economic development
- More globalization of economic development
- Schools are a window to our demographics we will be more diverse
- More business incubators and non-traditional businesses will be in the Village
- I see more consolidation reducing silos/cross training of staff
- More privatization fewer Village positions in some areas; projections on current trend line is that cost of pensions and salaries will outstrip EAV in a few years
- New service delivery mixes and approaches
- See more e-government. Governments will have a different relationship with constituents via technology
- Service delivery will have to be done in a different way
- New government talent coming to civic service will bring new ideas and approaches
- See more regional planning/CMAP housing, transportation, land use
- Code enforcement will use more technology-in-the-field tools and Google Earth/GIS, etc.
- Well functioning transit-oriented development around train station
- Typical single-family developments and the 50's/car oriented development paradigm is gone; there will be more change more efficient use of land for housing, the least efficient is single-family detached homes
- In Villa Park, we will see teardowns and more dense redevelopment in housing/residential areas

Exercise 2: Management Team SWOT Exercise

The next workshop session was a review and accounting of the internal and external factors present in the environment that can potentially impact the success of the Village, the Departments and its operations, both negatively and positively. This SWOT analysis is a fundamental exercise in any strategic planning process.

Strengths	Weaknesses
• Good team in place that is able to collaborate and offer consistent quality • We can think out of the box • A local government team that is very responsive • Location to airport, highway and train • Villa Park has dedicated staff and good services • Good core of businesses and residents that support the Village • Solid volunteer base • Railroad access and infrastructure • Location as part of DuPage/Chicago Region • We've really increased communications with community and Board • Function well as E.O.C.	• Need for Revenue and Funds • Public perception and mistrust of government • General economic climate • Lack of a funded street maintenance/infrastructure plan • Squeaky wheel reactions • Positives are the quiet supporters-need them to communicate more • Dichotomy of N/S of town, single-family vs. multi-family, resident vs. commercial; views of haves/have nots • Some expanded information/communication has created some negative perceptions • Perceived history of political disagreements/deficiencies • Technology backbone, memory, network, etc.
Opportunities	**Threats**
• Great location for Economic Development • Great location for residents/residential choices • Diversity • Affordable housing mix • Good partnership with school district • Technology including upgrades to increase efficiency • Grant programs • More sharing/cooperation internal and external • General growth in the region • Transportation network nearby	• Aging infrastructure, aging staff, aging facilities and equipment • Springfield and State Government/policies on shared revenues • Dollars required to invest in technology • More unusual crimes and violence • Technology in crime • Disgruntled customers • Security and overall design of some Village buildings • Single-issue residents/groups • Declining EAV and revenues to provide services

Exercise 3: Management Team Departmental Goal Identification

The final discussion session provided a forum for the collaborative listing of strategic goals and objectives related to each Department or function. Each participant was allotted time to highlight their most important policy/program goals that he or she thinks are essential for their Department and the Village to accomplish in the next one to ten years.

Short Term	Long Term
• Scan all documents • Provide online apps for zoning and variances and building applications • Complete SSA North Avenue • Annex unincorporated land/lots • Upgrade Website • Move Merlins on North Avenue • Re-tenant North Park Mall • Reestablish bus service to train station • Create "Shop Villa Park" website • Evaluation property Lynda.com • Hire part-time web developer • Library three year street plan • Install online payment of taxes and parking passes • Add one-two sworn officers in next two years • Computerize our pools, registration system • Computerize our registration system • Complete renovation of all ball fields • Update all infrastructure master plans • Get shovel ready project designed • Succession planning • Update all processes to use technology-we're paper driven e-bills, e-pay, etc. "clarity" • Increase manning via PT FF • Improve training-quantity, quality cooperative	• Begin long-term planning/design process for expansion/renovating existing Library including parking • Improving transportation infrastructure including public transportation/train, bus and bike/PED routes for walk ability • Redevelopment of business corridors • Resurface/reconstruction of streets by LG bonding • Resolve storm water issues via buyouts or retention dentition • Lay fiber in village on main arteries • Develop Villa Park mobile app - full service • Implement compensation plan updated in 2009 • Redevelop AK Munch property 1.7 acres • Develop and follow capital equipment replacement plan • Complete fire station upgrades, training, living, apparatus floor • Update and stay current with technology, hardware/software • Municipal center upgrade/modernized • Develop long-term strategy to fund our operating capacity needs • Transition to more pro-active infrastructure management vs. reactive (previous maintained) • Design/install new pool complex • Need master plan for parks, recreation for building and grounds • Complete long-term succession planning for police department • Re-visit/re-establish long-term fleet replacement plan in police department • Replace record software with DUCOMM • Install public security camera system in key locations

VILLAGE OF VILLA PARK
2013 STRATEGIC PLAN GOAL DRAFT RANKINGS

SHORT TERM ROUTINE									
YOUR RANKING							GROUP AVG.	GOAL ID #	GOAL DESCRIPTION
A	B	C	D	E	F	G			
8	3	9	10		10	2	7.00	2, 3	Adoption of a comprehensive pedestrian and bike friendly philosophy that includes formation of a Bike Task Force to evaluate opportunities to connect paths and explore overall path system design.
7	1	1	6		4	8	4.50	9	Remove dead and diseased parkway trees.
9	2	11	7		8	11	8.00	11	Consider rezoning the north side of Park Blvd as a low density multi-family transition area.
3	6	7	4		7	3	5.00	12	Create a designed/focused public information and education program that includes redesign and updating the website with particular attention on the Village's economic development opportunities.
1	10	3	1		2	1	3.00	13	Develop a 'Community Policing Strategy' for challenged areas of the community and to address general crime issues.
11	9	4	11			6	8.20	16	Create a diversity coalition/commission for our community.
2	7	6	8		1	4	4.67	17	Explore opportunities and methods for restoring staffing levels in the Fire and Police Departments.
5	8	5	2		6	9	5.83	19	Set-up a fully developed training program for staff to stay current on regulations in all departments and the Library.
6	5	2	3		3	5	4.00	22	Develop an Information Technology plan that includes prioritization of projects and proposed funding opportunities including online payment of traffic tickets; upgraded recreation registration software; online process for planning and zoning permits and other applications.
10	11	8	9		9	10	9.50	25	Complete the Library's strategic plan including a capital needs assessment.
4	4	10	5		5	7	5.83	50	Explore senior housing development ideas and alternatives with the goal of creating additional senior housing options.

VILLAGE OF VILLA PARK
2013 STRATEGIC PLAN GOAL DRAFT RANKINGS

SHORT TERM COMPLEX									
YOUR RANKING							GROUP AVG.	GOAL ID #	GOAL DESCRIPTION
A	B	C	D	E	F	G			
2	4	1	1		1	1	1.67	1	Develop an aggressive infrastructure replacement/development plan that covers sewers, sidewalks, and streets. Use this plan to work toward a Road Construction referendum that includes comprehensive street replacement schedules and addresses reconstruction needs on Park Blvd, Van Buren, and N. Michigan Avenue.
3	8	10	5		2	10	6.33	5	Undertake railroad grade separation studies and fencing and safety barriers with input from a Citizen Advisory Committee.
5	5	5	2		4	3	4.00	6	Develop a Parks Capital Improvement program that considers a replacement/feasibility plan for the pools, as well as updating and renovating fields and equipment, and additional park facilities such as dog parks and garden plots.
4	6	2	6		3	5	4.33	14	Develop a comprehensive stormwater/flood abatement engineering/improvement plan.
1	9	6	3		6	2	4.50	15	Develop an aggressive/proactive economic development plan for each of our business corridors that includes updating our business data base.
8	7	7	7		8	6	7.17	18	Update the Village's computer capacity, software, and hardware to facilitate customer service and capacity.
6	3	3	4		5	4	4.17	20	Complete shovel-ready designs ready for project approvals and funding such as: flood control, Park Blvd, North Michigan Avenue etc.
7	10	8	9		9	8	8.50	28	Work with transit agencies to get bus service to and from the train station.
10	2	4	8		7	7	6.33	31	Design, initiate, and complete SSAs for North Avenue Townhomes.
9	1	9	10			9	7.60	32	Evaluate the feasibility and potential for consolidation with Salt Creek Sanitation District.

VILLAGE OF VILLA PARK
2013 STRATEGIC PLAN GOAL DRAFT RANKINGS

LONG TERM ROUTINE									
YOUR RANKING							GROUP AVG.	GOAL ID #	GOAL DESCRIPTION
A	B	C	D	E	F	G			
5	7	1	2		1	2	3.00	7	Develop an aggressive replacement plan for aging fire apparatus.
4	4	9	4		2	9	5.33	11	Consider rezoning the north side of Park Blvd as a low density, multi-family transition area.
7	2	4	3		3	8	4.50	38	Explore, evaluate, and determine Board policy on annexation of unincorporated areas.
2	3	3	5			6	3.80	42	Rezone Villa Avenue north of Park to St. Charles in anticipation of redevelopment.
9	5	10	8			3	7.00	46	Conduct a feasibility study to improve pedestrian and bike friendly transportation opportunities and connectivity in commercial and shopping areas including the feasibility of making the Village a destination for bikers.
3	10	7	9		7	7	7.17	52	Continue steps necessary to implement the Village's 2009 Updated Comprehensive Plan.
1	1	6	6		4	1	3.17	55	Create an economic development fund to assist/incentivize great business opportunities.
10	10	5	7		8	10	8.33	56	Explore the feasibility of district status for the Library in next three years especially for non-served/under-served areas.
8	6	2	1		5	4	4.33	59	Develop/commit to a long-term equipment/fleet replacement plan including a replacement schedule.
6	8	8	10		6	5	7.17	60	Install Police monitored security cameras in select areas of Village.

VILLAGE OF VILLA PARK
2013 STRATEGIC PLAN GOAL DRAFT RANKINGS

LONG TERM COMPLEX									
YOUR RANKING							GROUP AVG.	GOAL ID #	GOAL DESCRIPTION
A	B	C	D	E	F	G			
1	7	9	5		6	4	5.33	33	Foster the completion of successful redevelopment in the entire TOD area.
7	8	6	7		5	3	6.00	34	Develop a comprehensive facility plan that addresses functionality and security issues of existing properties; includes construction of a new municipal complex; and investigates the potential for reusing existing Village owned properties for a new fire station or satellite facility.
13	14	4	11		3	16	10.17	35	Explore and evaluate the creation of a Park District for the Park and Recreation function in the Village.
14	9	3	12			11	9.80	36	Explore /evaluate joining fire operations consortium, exploring consolidation, or forming a multi-community District.
15	17	7	1			7	9.40	37	Explore the feasibility of outsourcing (shared service contracts) of certain functions in Police Department (i.e. Patrol function, records, etc.).
5	12	16	8		11	12	10.67	39	Work to find and/or partner with developer for a Hotel at Odeum site.
3	5	14	9		10	10	8.50	40	Develop an overall plan and strategy to redevelop the North Avenue Townhomes property.
2	16	17	10		2	15	10.33	41	Work to have railroad grade separation completed at one or more Key sites.
4	4	8	4		9	6	5.83	44	Evaluate the potential to consolidate Village owned properties on North Ave and to remove /replace blighted areas with new construction.
8	3	5	13		8	5	7.00	47	Prepare a master replacement/ development plan for a new aquatic facility (pool complex).
16	15	11	14			14	14.00	48	Complete planning and construct a remodeled and expanded Library.
6	11	15	15			13	12.00	51	Work to have a mid-sized office complex constructed in Villa Park.

VILLAGE OF VILLA PARK
2013 STRATEGIC PLAN GOAL DRAFT RANKINGS

LONG TERM COMPLEX (Continued)									
YOUR RANKING							GROUP AVG.	GOAL ID #	GOAL DESCRIPTION
A	B	C	D	E	F	G			
12	10	12	3		12	17	11.00	53	Engage and be more proactive in regional planning efforts and activities.
11	6	13	16		7	8	10.17	54	Conduct a feasibility study for pedestrian friendly commercial and shopping areas.
9	2	1	6		1	2	3.50	61	Return to a disciplined maintenance plan and schedule for Village infrastructure; implement and complete all planned and needed construction plans .
10	1	2	2		4	1	3.33	62	Develop a long-term master financial plan to fund all Village needs.
17	13	10	17			9	13.20	63	Explore, evaluate, and discuss Home Rule status for the Village.

Appendix A:

Village of Villa Park Prioritized Strategic Goals

	SHORT-TERM ROUTINE GOALS	GROUP AVERAGE
1	Explore opportunities and methods for maintaining staffing levels in the Fire and Police departments	2.7
2	Continue to implement and update the Village's Information Technology Plan including enhancing the Village's computer capacity, software, and hardware to facilitate customer service and operational efficiency	3.9
3	Explore senior housing development ideas and alternatives with the goal of creating additional senior housing options in the Village	4.1
4	Continue to implement 'Community Policing Strategies' for challenged areas of the community and to address general public safety models and crime abatement issues	4.3
5	Maintain and enhance a fully developed training program for staff to stay current on regulations and policies in all departments and the Library	4.4
6	Continue to remove, replace and maintain parkway trees and our urban canopy throughout the Village	5.6
7	Continue implementation of a comprehensive pedestrian and bike friendly philosophy that includes formation of a Bike Task Force to evaluate opportunities to connect paths and explore overall path system design	5.6
8	Maintain and enhance a designed and focused public information and education program	6.6
9	Create a diversity coalition/commission for our community	7.9

	SHORT-TERM COMPLEX GOALS	GROUP AVERAGE
1	Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc.	2.1
2	Develop a parks funding strategy for a new swimming pool facility and other identified needs	3.0
3	Complete shovel-ready designs ready for project approvals and funding	3.7
4	Continue to update an aggressive/proactive economic development plan for each of our business corridors that includes updating our business database	4.1
5	Undertake a comprehensive sidewalk assessment and repair/replacement plan	4.6
6	Undertake railroad grade-separation studies and plan for/install fencing and safety barriers with input from a Citizen Advisory Committee	4.7
7	Evaluate the feasibility and potential for consolidation of the utility billing function with the Salt Creek Sanitation District	5.7

Appendix A: Prioritized Strategic Short- and Long-Term Goals (continued)

	LONG-TERM ROUTINE GOALS	GROUP AVERAGE
1	Maintain an aggressive replacement cycle/plan for aging fire apparatus	1.9
2	Continue to commit to a long-term equipment/fleet replacement plan including a replacement schedule	2.6
3	Continue the economic development fund to assist/incentivize desirable/viable/aligned business opportunities in concert with the Village's planning models and analyses	3.1
4	Explore, evaluate, and determine Board policy on annexation of unincorporated areas	3.9
5	Implement feasibility study results to improve pedestrian and bike friendly transportation opportunities and connectivity in commercial and shopping areas including the feasibility of making the Village a destination for bikers	4.4
6	Continue steps necessary to implement the Village's 2009 Updated Comprehensive Plan	5.1

	LONG-TERM COMPLEX GOALS	GROUP AVERAGE
1	Continue to use a disciplined maintenance plan and schedule for Village infrastructure	3.7
2	Continue to follow a long-term master financial plan to fund all Village needs	4.7
3	Prepare a master development plan including financial strategies for a recreation complex which could include a swimming pool and recreation center	4.7
4	Explore joining fire operations consortium, look into consolidation, or forming a multi-community District	4.9
5	Explore the feasibility of shared services of certain functions related to community policing/police services	5.1
6	Foster the completion of a successful redevelopment in the entire TOD area	6.1
7	Evaluate the potential to consolidate Village owned properties on North Ave and to remove/replace blighted areas with new construction	6.7
8	Work to have railroad grade separation completed at a key crossing in the Village	6.7
9	Develop a comprehensive facility plan that addresses functionality, customer service, and security issues of existing properties; includes construction of a new municipal complex; and investigates the potential for reusing existing Village owned properties for a new fire station or satellite facility	8.3
10	Continue to seek to provide inviting, convenient, and responsive services to residents, schools, local businesses and village departments in the remodeled library	8.6
11	Work with transit agencies to initiate bus service to and from the train station	9.3
12	Work to find and/or partner with developer for a hotel at the Odeum site	10.9
13	Engage and be proactive in regional planning efforts and activities	11.3

Village Board of Trustees Agenda Item Report

Meeting Date: August 14, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section: Executive Session

Subject:
Pursuant to 5ILCS 120/2: (c)(1) regarding the "appointment, employment, compensation, discipline, performance or dismissal of specific employees"; and (c)(11) regarding litigation, when action against, affecting or on behalf of the Village has been filed and is pending before a court or when the Village finds that an action is probable or imminent.

Suggested Action:

Attachments: