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

ORD No. 4352
RESO No. 23-33

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

Village Board of Trustees

June 26, 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. Presentation

3.a Recognition of Debbie Posch Upon Her Retirement After 23 Years of Service

4. Public Comments on Agenda Items

5. Amendments to the Agenda

6. Consent Agenda

6.a Minutes of the Committee of the Whole Meeting and Minutes of the Board of Trustees Meetings from June 12, 2023.

Approval of Minutes of the Committee of the Whole Meeting and Minutes of the Board of Trustees Meetings from June 12, 2023.
Minutes COW June 12 2023.pdf
Minutes June 12 2023.pdf

6.b Bill Listing for the Weeks June 12 and June 19, 2023 in a Total Amount of $3,865,358.83
2023-0612 CY23 Weekly Chk Report.pdf
2023-0619 CY23 Weekly Chk Report.pdf

7. Appointments to Boards or Commissions

7.a Economic Development Commission

Appointment of Patrice Gallagher to the Economic Development Commission from June 26, 2023 to April 30, 2026.

7.b Parks and Recreation Advisory Commission

Appointment of Christine Murphy to the Parks and Recreation Advisory Commission for a term from June 26, 2023 to April 30, 2025.

8. Second Reading on Ordinances to be Codified

8.a Ordinance of the Village of Villa Park, DuPage County, Illinois, Removing and Replacing Chapter 7, Entitled "Buildings and Building Regulations", Amending Chapter 9, Entitled "Fire Prevention and Protection", and Removing Chapter 22 Entitled "Swimming Pools" of the Municipal Code.

This Ordinance will adopt the 2021 ICC Buildings Codes as well as the State required codes such as Plumbing and Accessibility. Additionally, revised permit fees based on a square foot calculation or flat fee are part of this Ordinance approval. The proposed ordinance also eliminates some of the Village-specific amendments that can make it more difficult for builders to adapt to local code requirements. Staff recommends passage of this Ordinance.
Board Memo - Chapter 7, 9, 22 - 2nd Read.pdf
Ordinance Amending Village Code Regarding Building Regulations Contained in Chapters 7, 9 and 22 (1).docx
Chapter 7 - Buildings and Building Regulations.pdf
Chapter 9 - Fire Prevention and Protection.pdf

8.b An Ordinance Amending Section 3-313(a) of the Municipal Code of the Village of Villa Park To Reducing by One and Increase the by One Maximum Number of Licenses Permitted under the Class B Liquor License

Foremost Liquors, located at 536 W. St. Charles Road, is being sold to Barinderpal Cheema and Kanwaljit Sandhu. The new owners have applied for a Class B license to sell alcoholic liquor in original packages for consumption off premises. Foremost Liquor currently operates under a Class B liquor license and the license will be surrendered upon sale of the business. Both owners have successfully completed background checks. With the issuance of this license and surrendering of Foremost Liquors current license, the total number of Class B licenses is eight (8). The Liquor Commission recommends approval of the issuance of this license.
Memo - Foremost Liquor.pdf
ORD_-_Add_Class_B_License_-_Foremost Liquors.docx

8.c An Ordinance Amending Section 3-313(a) of the Municipal Code of the Village of Villa Park to Reduce by One and Increase by One the Maximum Number of Licenses Permitted Under the Class I Liquor License

The current owner of 53 E. St. Charles Road, doing business as El Barrio, has applied for a Class I liquor license to sell alcoholic liquor to patrons seated at tables or at the bar for consumption on the premises. The previous owners of the establishment at this location, Montecasino have surrendered their license upon the sale of the property. The owners have successfully completed the background checks. With the surrendering of the Montecasino Class I liquor license and the issuance of a Class I license to El Barrio, the total number of Class I liquor licenses is ten (10). The Liquor Commission recommends approval of the issuance of this license.
El Barrio III Class I Liquor License 6-26.pdf
ORD_-_Add_Class_I_License_-_El_Barrio_III_Final.docx

9. Ordinances

9.a Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a Third Amendment to the Letter of Intent for 100-110 S Villa Avenue between Catalyst Partners and the Village of Villa Park.

Staff recommends approval of the Third Amendment to the Letter of Intent as drafted.
Board Memo - Third Amendment to LOI for 100-110 S Villa Avenue.pdf
Villa_Park_Ordinance_Approving_a_Third_Amendment_to_the_Letter_of_Intent_f
110_South_Villa.docx

10. Resolutions

10.a
Resolution of the Village of Villa Park Authorizing the Execution of An Agreement Between the Village of Villa Park and Upland Design, Ltd., for Professional Services for the Lions Park OSLAD Planning and Grant Application in the Amount of $12,500.00, Plus Reimbursable Expenses at Cost.

With the construction of the Recreation Center starting later this year, staff would like to pursue grant funding to support additional recreational amenities for the site. These amenities will be based on suggestions from the public, and may include a basketball court, accessible playground, open-air shelter, gathering area, pollinator gardens, spray pad and ballfield renovation. The estimated cost for all amenities is $1,200,000. The OSLAD Grant is a matching grant with a maximum award of $600,000. If approved, funds for the project would be included in the 2024 and 2025 budget cycles. Staff is requesting to proceed with Upland Design of Plainfield to design and apply for the Open Space Land Acquisition and Development (OSLAD) Grant for an amount of $12,500, plus reimbursable expenses, for the two phases. The Parks and Recreation Commission recommends approval of this Resolution.
RESO Resolution Authorizing Agreement between VIlla Park and Upland Design

Ltd. - Professional Consulting Serv(1150666.1).docx
Exhibit A - Villa Park Agreement for Professional Services with Upland Design_ Ltd. - Lions Park OSLAD Planning and Grant A(1150665.1).pdf
MEMO__-__Upland_Design_Services_for_Lions_Park_OSLAD_Grant_2023.docx

10.b Resolution authorizing the Issuance of a Notice of Award and Contract for Precast Concrete Floor Planks for the New Lions Park Recreation Center

In May of 2023, WB Olson proceeded to write up the bid specifications for four designated early bid packages including steel, precast concrete, HVAC, and Electric. Village staff submitted a Notice to Bid, to the Daily Herald on May 15, 2023. Sealed bids were due no later than 2:00pm June 7, 2023, for public opening, at the Iowa Community Center. WB Olson, Village staff and the Parks and Recreation Commission reviewed the submitted bid amounts and is recommending the Village proceed with the approval of the lowest responsible bids from Mid State Concrete Industries, for the furnishing, delivery and installation of precast concrete floor planks, in the amount of $261,510.

Memo - To Accept Lowest Responsible Bidders for Steel Concrete HVAC and Electric.docx
Resolution Authorizing the Issuance of a Notice of Award and Approving Contract for Precast Concrete Floor Planks for the New Lions Park Recreation Center - Mid-States Concrete Industries.pdf
Award Recommendations - Work release #1 - WB Olson.pdf
Mid-States Concrete Industries - Bid Packet - Precast Concrete Floor Panels.pdf
Updated budget with Work Release #1 trades.pdf

10.c Resolution Authorizing the Issuance of a Notice of Award and Contract for Precast Concrete Wall Panels for the New Lions Park Recreation Center

In May of 2023, WB Olson proceeded to write up the bid specifications for four designated early bid packages including steel, precast concrete, HVAC, and Electric. Village staff submitted a Notice to Bid, to the Daily Herald on May 15, 2023. Sealed bids were due no later than 2:00pm June 7, 2023, for public opening, at the Iowa Community Center. WB Olson, Village staff and the Parks and Recreation Commission reviewed the submitted bid amounts and is recommending the Village proceed with the approval of the lowest responsible bid from Lombard Architectural Precast Products Co., for the furnishing, delivery and installation of precast concrete wall panels, in the amount of $782,000.

Memo - To Accept Lowest Responsible Bidders for Steel Concrete HVAC and Electric.docx
Resolution Authorizing the Issuance of a Notice of Award and Approving Contract for Precast Concrete Wall Panels for the New Lions Park Recreation Center - Lombard Architectural Precast Products Co.pdf
Award Recommendations - Work release #1 - WB Olson.pdf
Lombard Architectural Precast Products Co. - Bid Packet - Precast Concrete Wall Panels.pdf

Updated budget with Work Release #1 trades.pdf

10.d Resolution Authorizing the Issuance of a Notice of Award and Contract for Structural Steel for the New Lions Park Recreation Center

In May of 2023, WB Olson proceeded to write up the bid specifications for four designated early bid packages including steel, precast concrete, HVAC, and Electric. Village staff submitted a Notice to Bid, to the Daily Herald on May 15, 2023. Sealed bids were due no later than 2:00pm June 7, 2023, for public opening, at the Iowa Community Center. WB Olson, Village staff and the Parks and Recreation Commission reviewed the submitted bid amounts and is recommending the Village proceed with the approval of the lowest responsible bid from Garbe Iron Works Inc, for the furnishing, delivery and installation of structural steel, in the amount of $1,230,000, with an alternate bid amount of $215,000, for the running track, if constructed.

Memo - To Accept Lowest Responsible Bidders for Steel Concrete HVAC and Electric.docx
Resolution Authorizing the Issuance of a Notice of Award and Approving Contract for Structural Steel for the New Lions Park Recreation Center - Garbe Iron Works.pdf
Award Recommendations - Work release #1 - WB Olson.pdf
Garbe Iron Works - Bid Packet - Structural Steel.pdf
Updated budget with Work Release #1 trades.pdf

10.e Resolution Authorizing the Issuance of a Notice of Award and Contract for HVAC Rooftop Mechanical Equipment for the New Lions Park Recreation Center

In May of 2023, WB Olson proceeded to write up the bid specifications for four designated early bid packages including steel, precast concrete, HVAC, and Electric. Village staff submitted a Notice to Bid, to the Daily Herald on May 15, 2023. Sealed bids were due no later than 2:00pm June 7, 2023, for public opening, at the Iowa Community Center. WB Olson, Village staff and the Parks and Recreation Commission reviewed the submitted bid amounts and is recommending the Village proceed with the approval of the lowest responsible bid from Windy City Representatives for the furnishing and delivery, excluding installation, of HVAC rooftop equipment, in the amount of $470,000.

Memo - To Accept Lowest Responsible Bidders for Steel Concrete HVAC and Electric.docx
Resolution Authorizing the Issuance of a Notice of Award and Approving Contract for HVAC Rooftop Equipment for the New Lions Park Recreation Center - Windy City Representatives.pdf
Award Recommendations - Work release #1 - WB Olson.pdf
Windy City Representatives - Bid Packet - HVAC Rooftop Equipment Material Only.pdf
Updated budget with Work Release #1 trades.pdf

10.f Resolution Authorizing the Issuance of a Notice of Award and Contract for Electrical Gear Related Items for the New Lions Park Recreation Center

In May of 2023, WB Olson proceeded to write up the bid specifications for four designated early bid packages including steel, precast concrete, HVAC, and Electric. Village staff submitted a Notice to Bid, to the Daily Herald on May 15, 2023. Sealed bids were due no later than 2:00pm June 7, 2023, for public opening, at the Iowa Community Center. WB Olson, Village staff and the Parks and Recreation Commission reviewed the submitted bid amounts and is recommending the Village proceed with the approval of the lowest responsible bid from Hamilton Electric Co., Inc., for the furnishing and delivery, installation excluded, of electric gear related items, in the amount of $56,000.

Memo - To Accept Lowest Responsible Bidders for Steel Concrete HVAC and Electric.docx
Resolution Authorizing the Issuance of a Notice of Award and Approving Contract for Electrical Gear Related Items for the New Lions Park Recreation Center. - J. Hamilton Electric Co.pdf
Award Recommendations - Work release #1 - WB Olson.pdf
J. Hamilton Electric Co. - Bid Packet - Electric Gear Related Items Materials Only.pdf
Updated budget with Work Release #1 trades.pdf

10.g Resolution of the Village of Villa Park Authorizing the Execution of An Agreement Between the Village of Villa Park and C. Acitelli Heating & Piping Contractors, Inc. of Villa Park, Illinois for Heating and Cooling Work in an Amount Not to Exceed $42,446.

The air conditioning unit that services the Village Hall Board Room is in need of replacement. The coil blew a leak and will not hold refrigerant. The unit that serves the Committee of the Whole room is approximately 15 years old and it is likely that the COW unit will need replacement in the near future. To replace both units now would cost $42,446. If we need to replace the other unit the cost of the crane and mobilization will add an additional $4,000. Alternately we could replace only the Board Room unit at a cost of $19,135. It is the recommendation of Village Staff, that we replace both units now at a cost of $42,446 from account 67.502.02.401.
BOT_Memo_26_June_VH_HVAC_replacement.pdf
Villa Park Resolution Approving Purchase of Replacement Rooftop HVAC Units for Village Hall.docx
Exhibit A - Proposal of C. Acitelli Heating and Piping Contractors, Inc. dated 06/19/23 - Village Hall RT Replacement.pdf

11. Public Comments on Non-Agenda Items

12. New Business

12.a Consideration of 38th Officer with the Police Department

At the May 22 meeting, the Village Board approved a Local Task Force Agreement with the Department of Justice allowing one Villa Park officer to participate in a Chicago Field Division Task Force for a period of approximately two years. Additionally, the Village has been in discussions with School District 45 for the School Resource Officer (SRO) to be approved by the board at the upcoming meeting. While these are necessary community partnerships, it also means that the department is down officers for regular staffing and patrols. To address this, it is requested the Village consider approving a full-time Patrol Officer, bringing the total number of sworn officers to thirty-eight (38).
Memo - 38th Officer Request.docx

12.b Authorize an Intergovernmental Agreement between the Village of Villa Park with District 45 for a Student Resource Officer.
DRAFT SRO Agreement with SD45 6.20.23(1149447.1).docx

13. Old Business

13.a Maintenance and Facility Use Agreement between the Village of Villa Park, School District 45 and the Villa Park Youth Baseball Association

Staff simply wants to provide the Board with an update on the progress of negotiating the facilities agreement between the Village, the Villa Park Youth Baseball Association and School District 45. A formal updated agreement has be discussed between the Village and D45 legal staff. This version represents changes made *after* the last version shared with D45 to restore language that gives the Village priority for school facilities under certain circumstances. We hope to have a final version prepared for action by the D45 Board at their next meeting.
DRAFT CLEAN Maintenance and Use Agreement for Baseball Facilities - SD45_ VPYB and Village 6.23.23(1146512.4).docx

14. Village Commission Reports

14.a Economic Development Commission

Acceptance of the Minutes of the Economic Development Commission Meeting of April 19, 2023.
April Minutes.pdf

14.b Community F.U.N. Commission

Acceptance of the Minutes from the Community F.U.N. Commission Meeting of March 28, 2023 and April 25, 2023.
F.U.N. Commission Meeting Minutes 3.28.2023.pdf
F.U.N. Commission Meeting minutes 4.25.23.pdf

14.c Villa Park Historical Preservation Commission

Acceptance of Minutes from Villa Park Historical Preservation Commission Meeting on May 5, 2023.

vphpcmin2023-05-04FINAL.docx

14.d Environmental Concerns Commission

Acceptance of the Minutes of the Environmental Concerns Commission Meeting on April 27, 2023.
Minutes for April 27 2023.docx

14.e Environmental Concerns Commission (Bike, Pedestrian and Transit sub-committee)

Acceptance of the Minutes of the Environmental Concerns Commission (Bike, Pedestrian and Transit sub-committee) Meeting on April 27, 2023.
BPT_ECC_Minutes_04_27_23.docx

14.f Parks and Recreation Advisory Commission

Acceptance of the Minutes of the Parks and Recreation Advisory Commission for April 11, 2023.
04.11.23 P&R Comm. Minutes.pdf

14.g Planning and Zoning Commission Chair Report of June 8, 2023 by Jason Jarrett

Acceptance of Planning and Zoning Commission Chair Report of June 8, 2023 by Jason Jarrett
PZ_CHAIR_REPORT_06_08_2023.pdf

15. Village Clerk's Report

16. Village Trustees' Report

17. Village President's Report

18. Village Manager's Report

19. Executive Session

19.a Pursuant to 5ILCS 120/2:
(c)(1) regarding the "appointment, employment, compensation, discipline, performance or dismissal of specific employees or legal counsel";
(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.
(c)(12) regarding "the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any intergovernmental risk management association of which the public body is a member."

20. Adjournment

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

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section: Presentation

Subject:
Recognition of Debbie Posch Upon Her Retirement After 23 Years of Service

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Minutes
Agenda Section: Consent Agenda

Subject:
Minutes of the Committee of the Whole Meeting and Minutes of the Board of Trustees Meetings from June 12, 2023.

Suggested Action:
Approval of Minutes of the Committee of the Whole Meeting and Minutes of the Board of Trustees Meetings from June 12, 2023.

Attachments:
Minutes COW June 12 2023.pdf
Minutes June 12 2023.pdf

VILLAGE OF VILLA PARK

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

Committee of the Whole

June 12, 2023 **6:00 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 COMMITTEE OF THE WHOLE MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON JUNE 12, 2023

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

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

3. Walking Tour of Village Buildings on Home Avenue.
3.a. A Tour of Village Buildings on Home Avenue.
The Board will be taken on a tour of Village buildings on Home Avenue. The Village has deferred maintenance on these and other buildings in tight budget times and lacks a comprehensive plan for prioritizing repairs or replacing buildings. Many of the buildings the Village has are reused spaces that have been converted to new use. No action is suggested but there is a proposal on the Agenda for conducting such a comprehensive review of Village buildings.
President Cuzzone said the Board will be leaving the meeting to take the tour. When the Board returns, there will be time for public comments.

The Board left the meeting at 6:03 p.m.
President Cuzzone and the Board returned to the meeting at 7:02 p.m.

4. Public Comments.
There were no participants.

5. Adjournment.
Motion to adjourn was made by Trustee Patrick and seconded by Trustee Kozar. Voice vote passed with all ayes. The meeting adjourned at 7:02 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Ordinance No. 4346
Next Resolution No. 23-28

VILLAGE OF VILLA PARK

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

Village Board of Trustees

June 12, 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 JUNE 12, 2023

1. Call to Order – Roll Call.
President Cuzzone called the meeting to order and Clerk Korynecky called the roll.
Trustees Cordova and Corkery were absent.

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

3. Public Comments on Agenda Items.
Leslie Allison Seei, Community F.U.N Commission Chair, referred to Item 11.a. and an updated budget report she provided to the Board. She also said she and fellow commissioner Carla Graf are available to answer questions regarding the commission's request
Resident Joe Amore referred to Item 12.b. and commuter parking at the Metra station. He said ridership is increasing and asked the board not to approve eliminating any parking spaces. He also said the possibility of acquiring a pedestrian underpass is getting closer.
Resident Donna Noxon referred to Item 12.a. and spoke against recording the commission meeting due to the cost involved. In regards to transparency, she said minutes from the commission are always posted for the public in a timely manner.
Resident Christine Murphy referred to Item 11.a. and spoke against doubling the budget for the Community F.U.N. Commission. She also referred to Item 12.b. and spoke against the proposed development in that location and integrating the Metra station into that facility.
Resident Cheryl Tucker referred to item 7.b. to increase water rates and asked the board how they plan to address these continued rate hikes with the City of Chicago. She also referred to Item 12.a. and spoke against the cost of recording each meeting.

4. Amendments to the Agenda.
Manager Harline asked to add one item under New Business to discuss sending a proposal to sell naming rights for the new recreation center to the Parks and Recreation Advisory Commission.

5. Proclamations.

6. Consent Agenda.
6.a. Minutes from the Regular Meeting of the Board to Trustees on May 22, 2023 and Minutes from Coffee with the Board on June 3, 2023.
6.b. Bill Listing from the Weeks of May 22 and 29, 2023 and June 5, 2023 in a Total Amount of $2,673,564.72.
Finance Director Howard said, under Item 6.b., the correct total amount on the Agenda should be $2,219,151.37.

Motion to approve Consent Agenda was made by Trustee Kumar and seconded by Trustee Patrick. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Kozar, Alfano, Patrick, Kumar and President Cuzzone. There were no nays. Motion carried.

7. First Reading on Ordinances to be Codified.

7.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Removing and Replacing Chapter 7 Entitled "Buildings and Building Regulations", Amending Chapter 9 Entitled "Fire Prevention and Protection" and Removing Chapter 22 Entitled "Swimming Pools" of the Municipal Code.

This ordinance will adopt the 2021 ICC Buildings Codes as well as the State required codes such as Plumbing and Accessibility. Additionally, revised permit fees based on a square foot calculation or flat fee are part of this ordinance approval. The proposed ordinance also eliminates some of the Village-specific amendments that can make it more difficult for builders to adapt to local code requirements. Staff recommends eventual passage of the ordinance after two readings.

Discussion ensued. Community Development Director McLaughlin responded to questions from the board.

7.b. An Ordinance of the Village of Village Park, DuPage County, Illinois, Amending Water Rates.

The City of Chicago and the DuPage Water Commission have increased water rates, effective May 1, 2023. As we have done in the past, this ordinance will increase the water rate that the Village charges its customers by 5% which equates to 21 cents per 1,000 gallons to cover the increase. If approved, this new rate will be implemented on bills mailed out at the end of June, due on or about July 20, 2023.

Motion to waive first reading was made by Trustee Kumar and seconded by Trustee Patrick. Trustee Kumar commented that the Village has no choice but to pass the increase to the residents. Roll call vote tallied five (5) ayes made by Trustees Alfano, Kozar, Kumar, Patrick and President Cuzzone. There were no nays. Motion carried.

Motion to approve the ordinance was made by Trustee Patrick and seconded by Trustee Kumar. President Cuzzone explained the long range plan of the DuPage Water Commission to negotiate with the City of Chicago for better water rates such as the lower costs for water the City of Joliet receives. Roll call vote tallied five (5) ayes made by Trustees Patrick, Alfano, Kumar, Kozar and President Cuzzone. There were no nays. Motion carried.

7.c. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Section 3-313(a) of the Municipal Code of the Village of Villa Park to Reduce by One and Increase by One the Maximum Number of Licenses Permitted Under the Class I Liquor License.

The current owner of 53 E. St. Charles Road, doing business as El Barrio, has applied for a Class I liquor license to sell alcoholic liquor to patrons seated at tables or at the bar for consumption on the premises. The previous owners of the establishment at this location, Montecasino, have surrendered their license upon the sale of the property. The owners have successfully completed the background checks and the Liquor Commission. With the surrendering of the Montecasino Class I liquor license and the issuance of a Class I license to El Barrio, the total number of Class I liquor licenses is ten (10). The Liquor Commission recommends approval of the issuance of this license.

Motion to waive first reading was made by Trustee Kumar and seconded by Trustee Patrick. Attorney Wolf recommended that the Board not waive first reading because there will not be four (4) Trustee votes after Trustee Kozar recuses himself. She also clarified when the Village President may vote. Roll call vote tallied four (4) nays made by Trustees Patrick, Alfano, Kumar and President Cuzzone. Motion failed.

7.d. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Section 3-313 (a) of the Municipal Code of the Village of Villa Park to Reduce by One and Increase by One Maximum Number of Licenses Permitted Under the Class B Liquor License.

Foremost Liquors, located at 536 W. St. Charles Road, is being sold to Barinderpal Cheema and Kanwaljit Sandhu. The new owners have applied for a Class B license to sell alcoholic liquor in original packages for consumption off premises. Foremost Liquor currently operates under a Class B liquor license and the license will be surrendered upon sale of the business. Both owners have successfully completed background checks. With the issuance of this license and surrendering of Foremost Liquors current license, the total number of Class B licenses is eight (8). The Liquor Commission recommends approval of the issuance of this license.

Discussion only.

8. Ordinances.

8.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Authorizing the Sale of Surplus Personal Property Owned by the Village of Villa Park (2018 Dodge Charger SRT Hellcat).

The Village is in possession of a 2018 Hellcat Dodge Charger. The car was obtained by seizure during a police investigation. The car is a bright orange sports car with a seven hundred horsepower (700 HP) engine and runs on premium fuel only, which has to be purchased directly at market rate. The vehicle has no use to the Village, however, it maintains a high market value. The Village is seeking to declare the vehicle surplus in order to sell the vehicle. The proceeds from the sale could go to purchase a new car for detectives in the Police Department, or other equipment needed by the police or other departments. Staff recommends the Board give authorization to the Village Manager to sell the property owned by the Village, namely one Hellcat Dodge Charger.

Motion to approve the ordinance was made by Trustee Kumar and seconded by Trustee Alfano. Discussion ensued on the process to sell the vehicle and the expected sale price. Roll call vote tallied five (5) ayes made by Trustees Patrick, Kumar, Kozar, Alfano and President Cuzzone. There were no nays. Motion carried.

8.b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method (Charley's Auto Service).

Perry Environmental is working to fulfill the obligations of the Illinois Environmental Protection Agency's (EPA's) Site Remediation Program (SRP) to obtain a No Further Remediation (NFR) letter for soil and groundwater contamination related to the property located at 134 W. St. Charles Road, currently owned by Charles Pickerill. This ordinance prohibits the use of groundwater as a supply of potable water through the installation and/or use of private potable water supply wells with revisions as required from the Illinois Environmental Protection Agency. Staff recommends approval of this ordinance.

Motion to approve the ordinance was made by Trustee Patrick and seconded by Trustee Alfano. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Kozar, Kumar, Alfano, Patrick and President Cuzzone. There were no nays. Motion carried.

8.c. An Ordinance of the Village of Villa Park, DuPage County, Illinois, to Approve the Non-Exclusive Public Utility Easement Agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless.

This *ordinance is for the sale of an eight-foot (8 ft.) easement along the southern property line of 729 N. Ardmore, otherwise known as the Public Works Yard, to Chicago SMSA Partnership d/b/a Verizon Wireless. This will allow Verizon to run a fiberoptic connection to their tower that is currently located on that property. The Village Board previously set the purchase price at $3,000 for this easement in closed session. Staff recommends approval.*

Motion to approve the ordinance was made by Trustee Alfano and seconded by Trustee Kumar. Discussion ensued on when the item was presented in a closed session meeting. Public Works Director Guerra responded to questions from the board. Manager Harline provided additional information. Attorney Wolf provided clarification.

Motion to postpone the ordinance to the June 26, 2023 meeting was made by Trustee Kozar and seconded by Trustee Kumar. Roll call vote tallied four (4) ayes made by Trustees Patrick, Kumar, Alfano and Kozar and one (1) nay made by President Cuzzone.

9. Resolutions.

9.a. A resolution of the Village of Villa Park, DuPage County, Illinois, Waiving the Bidding Requirements and Approving a Five-Year Purchase Agreement with Axon Enterprise, Inc. for the Purchase of Police Body Worn Cameras and Related Equipment and Services in a Total Amount Not To Exceed $261,200.06.

The Police Department is seeking to enter into a five-year agreement with Axon Enterprise, Inc. to provide body worn cameras, video storage, video redaction, supplies, equipment, warranty and training. Per 50 ILCS 706 Law Enforcement body Worn Camera Act, the Village must employ the use of officer-worn cameras by January 1, 2025. The Department is seeking to purchase fifty (50) body worn cameras which include equipment for all full and part-time officers, community service officers, Chief and Deputy Chiefs. A waiver of bids is required due to Axon Enterprise, Inc. being sole source provider of technology. The budgetary impact for calendar year 2023 for the initial purchase, implementation and training is $86,490. Calendar years 2024 through 2027 will have an annual cost of $43,678 for a total contract price of $261,201. Staff recommends approval of this resolution.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Kozar. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Alfano, Kumar, Patrick, Kozar and President Cuzzone. There were no nays. Motion carried.

9.b. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Purchase of Fourteen (14) Panasonic FZ-55 Toughbook Mobile Computers From CDS Office Technologies through Sourcewell Purchasing Cooperative, in a Total Amount of $42,364.00.
The Villa Park Police Department currently operates fourteen (14) patrol vehicles which are equipped with Panasonic CF-54 Toughbook Mobile Computers. These mobile computers were purchased in year 2016 and are outdated and no longer covered under warranty. Police Department and Village IT staff have determined that the computers are in need of replacement to keep up with current technology, security features and law enforcement software updates. Staff recommends passage of the resolution to purchase fourteen (14) Panasonic FZ-55 Toughbook Mobile Computers from CDS Office Technologies using Sourcewell Law Enforcement Contract for Toughbook Computers, Contract #090122-PNA.
Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Kozar. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Kumar, Patrick, Kozar, Alfano and President Cuzzone. There were no nays. Motion carried.

9.c. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Execution of an Agreement Between the Village of Villa Park and Kluber, Inc. for Professional Services for the Villa Park Facility Condition Assessment and Deferred Maintenance Plan in an Amount Not to Exceed $69,775.00.
For CY 2023, the Village budgeted to complete a comprehensive facility condition assessment plan. A facility condition assessment and deferred maintenance plan is a combined process that analyzes all the architectural and engineering systems of a building, such as roof, walls, HVAC, electrical, plumbing, etc., and compiles the results in a document with a rating system of those elements to help determine useful life, prioritize corrective work and anticipated costs. Staff sought proposals from three companies which would include the twelve (12) Village owned facilities. Staff is recommending proceeding with Kluber for the Facility Condition Assessment and Deferred Maintenance Plan in an amount not to exceed $69,775. Funds in the amount of $70,000 are budgeted in line item 67.502.02.402 for CY 2023 to complete this project. Staff recommends approval of the resolution.
Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Kumar. Director McLaughlin responded to questions from the board regarding the need for this assessment and the cost. Roll call vote tallied five (5) ayes made by Trustees Kumar, Patrick, Alfano, Kozar and President Cuzzone. There were no nays. Motion carried.

9.d. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing an Intergovernmental Agreement with County of DuPage, Illinois, for the Lufkin Pond Basin Project.
This intergovernmental agreement (IGA) is with DuPage County for the expansion of the Lufkin Pond Basin Project. The County is utilizing a portion of their American Rescue Plan Act (ARPA) to fund the expansion of the Lufkin Pond basin to alleviate some of the stormwater flooding that the Village has historically experienced. This project was identified in the previously adopted Sugar Creek Watershed Plan performed by DuPage County to expand the existing pond to allow for additional stormwater storage. This project was designed in coordination with the Villa Park Parks and Recreation Department as to enhance the Village's Open Space Lands Acquisition and Development Grant (OSLAD) and to allow for an additional 7 acre feet of stormwater storage. The County is not requesting any financial assistance from the Village to complete this project but an intergovernmental agreement is required for their contractor to perform the work. Staff recommends that this IGA be approved so that the County can begin the project later this month to allow the project to be completed by this fall.
This item satisfies the Village's Short-Term Complex Strategic 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 Kumar. Trustee Kumar thanked staff for providing information regarding the trees. Roll call vote tallied five (5) ayes made by Trustees Patrick, Alfano, Kozar, Kumar and President Cuzzone. There were no nays. Motion carried.

9.e. A Resolution Approving and Authorizing a Parking Easement Agreement Between Hawthorneworld Villa Park LP and the Village of Villa Park.
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 Avenue, 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.
Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Kumar. Discussion ensued. Roll call vote tallied three (3) nays made by Trustees Alfano, Kozar and Patrick and two (2) ayes made by Trustee Kumar and President Cuzzone. Motion failed.

10. Public Comments on Non-Agenda Items.
Resident Cheryl Tucker referred to Item 11.a. President Cuzzone reminded her that this is the time for comments on non-agenda items. Cheryl Tucker said she was referring to Item 11.a. because it is under New Business. Trustee Kozar protested. President Cuzzone said he would allow Cheryl Tucker's comments. Attorney Wolf clarified that the Village President is Chair of the meeting and has the discretion and authority to allow for public comments and, in compliance with the Open Meetings Act, can open up the comments to agenda or non-agenda items if he so chooses.
Resident Cheryl Tucker said additional funds will be required for this event beyond the $3,025.00 already requested by the commission and cited other areas of concern that may be problematic for the Village.

11. New Business.
11.a. Community F.U.N. Commission Request for Additional Funds.
The Community F.U.N. Commission requested $1,000.00 to be set aside in the CY 2023 budget for a new event dubbed "Fall Festival". The Community F.U.N. Commission has further defined this event as Autumn Jubilee event to be held on Saturday, September 30, 2023, from 2:00 to 7:00 p.m. at the gazebo. The commission is requesting $3,025.00 additional funds to hold the event which includes payment for Parks and Recreation staff at the overtime rate. Staff has no recommendation about the additional funding. Furthermore, staff is willing to participate and cooperate with the commission but feels that the authority of staff to direct and deny requests to commissions needs to be defined in policy and adopted by the Board.
Motion to approve the request was made by Trustee Patrick and seconded by Trustee Kumar. Discussion ensued on the sense of community this event will bring to the Village. Manager Harline explained that some events require more staff involvement and staff issues may arise when supporting back to back events. Commission Chair Leslie Allison Seei and Commission Carla Graf provided additional information and responded to questions from the board. Attorney Wolf clarified that the Village Board makes the ultimate decision on commission events and activities but the Village Manager has authority to approve commission expenditures. Parks and Recreation Director Gola provided information on the need for staff involvement at Village events. AVM McVey suggested a meeting with staff and commission members to discuss details of the proposed event. Roll call vote tallied five (5) ayes made by Trustees Kumar, Patrick, Kozar, Alfano and President Cuzzone. There were no nays. Motion carried.

11.b. Discussion Selling the Naming Rights to the Recreation Building.
Manager Harline recommended that groups or individuals who would like to raise funds or make donations for naming rights for the new recreation building should present their ideas before the Parks and Recreation Advisory Commission. Some discussion ensued on providing a policy on naming rights in line with the level of donations. Director Gola provided information on corporate sponsorships.

12. Old Business.
12.a. Discussion Regarding Recording of Parks and Recreation Advisory Commission Meetings.
Discussion ensued on transparency and video recording commission meetings. Attorney Wolf clarified that Village Board meetings cannot be fully digital but virtual attendance is allowed for individual attendance at a open public meeting. Director Gola provided clarification on staff attendance at the commission meetings. Motion to direct the Village Manager to record the commission meetings using SUNCOM in live broadcast with the option to discuss other recording alternatives in future was made by Trustee Kozar and seconded by Trustee Alfano. Roll call vote tallied four (4) ayes made by Trustees Patrick, Kumar, Alfano and Kozar and one (1) nay made by President Cuzzone. Motion carried.

12.b. Union Place Villa Park Project at the Metra Station.
The development group would consider revising its project. It could reduce the size of the project to one-five story building rather than two-seven story buildings. The 151 unit assisted living, memory care and independent living building would be elongated over the entire site allowing it to go from seven to five stories. They would also incorporate the train station into the building and preserve the parking spaces for commuters. Before the development group expends time and resources investigating the feasibility of a revised proposal, it would like to know if the Board would support a five-story project.
Discussion ensued. Economic Development Director Burke provided clarification and responded to questions from the Board. Consensus of the Board was to direct staff to continue negotiations.

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

14. Village Trustees' Report.
Trustee Alfano said Veterans Remembrance Day is on June 17. She announced Youth Baseball All Star Weekend on June 24 & 25, Summer Festival on June 24 and Kites and Kicks on June 25. She also thanked the police for all they do.
Trustee Kumar proposed voice recording all the commissions. Trustee Patrick asked for a consensus of the board. Consensus of the board was to direct the Village Manager to voice record all commissions starting immediately.
Trustee Patrick thanked the Community F.U.N. Commission members for their presentation and the work their commission does. He also thanked staff for the tour of the Village buildings this evening.
Trustee Kozar asked for a discussion of Roberts Rules at a COW meeting.

15. Village President's Report.
President Cuzzone said Rep. Sherlock is doing a school supply drive. He announced the Summer Festival event on June 24 from 11 a.m. to 10:30 p.m. at the gazebo. He announced the Thursday night concerts at 6:30 p.m. in June and August at Cortesi Park and the Kiwanis concerts in July at the gazebo. He said electronic recycling is on Saturday, June 17 from 9 a.m. to 12 noon at the Village parking lot. He also said the Veterans Remembrance Day is on June 17 at 1 p.m. at Steurele Funeral Home.

16. Village Manager's Report.
Manager Harline said the LRS carts are being distributed. He thanked AVM McVey for her efforts in getting a better IRMA rating for the Village, 92% for category 1. He thanked Rep. Sherlock for working with staff in getting an award of $300.000 toward Village projects.

17. Executive Session.
17.a. Pursuant to 5ILCS 120/2:
(c)(1) regarding the appointment, employment, compensation, discipline, performance or dismissal of specific employees.
(c)(11) regarding litigation, when action against, affecting or on behalf of the Village has been filed and is pending before a court or when the Village finds that an action is probable or imminent.
Motion to approve Executive Session was made by Trustee Alfano and seconded by Trustee Kumar. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Patrick, Alfano, Kumar, Kozar and President Cuzzone. There were no nays. Motion carried.

18. Adjournment.
Motion to adjourn was made by Trustee Patrick and seconded by Trustee Alfano. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 12:11 a.m.

Respectfully submitted

Hosanna Korynecky
Village Clerk

Next Meeting Scheduled on June 26, 2023.

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 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 June 12 and June 19, 2023 in a Total Amount of $3,865,358.83

Suggested Action:

Attachments:
2023-0612 CY23 Weekly Chk Report.pdf
2023-0619 CY23 Weekly Chk Report.pdf

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on June 26, 2023

Covering weekly check runs dated for:

June 12, 2023/CY23 ..... $1,039,458.34

1 of 1

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0612","0601 INT","0612"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
01.110050 UTILITY CASH CLEARING						
UTILITY BILLING REFUNDS	10-03260-04R1	0	FIN CREDIT BAL; 331 N LINCOLN AVE	150.00	.00	
UTILITY BILLING REFUNDS	10-13730-00R1	0	FIN CREDIT BAL; 505 N BEVERLY AVE	7.10	.00	
UTILITY BILLING REFUNDS	11-04590-01R1	0	FIN CREDIT BAL; 44 N ILLINOIS AVE	93.62	.00	
UTILITY BILLING REFUNDS	12-03020-04R1	0	FIN CREDIT BAL; 550 S PRINCETON AVE	95.43	.00	
UTILITY BILLING REFUNDS	14-01720-02R1	0	FIN CREDIT BAL; 1007 N ELLSWORTH AVE	299.42	.00	
Total 01.110050 UTILITY CASH CLEARING:				645.57	.00	
Total :				645.57	.00	
Total CASH ALLOCATIONS FUND:				645.57	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.130204 GROUP INSURANCE REC						
BLUE CROSS BLUE SHIELD	06012023	0	HEALTH INSURANCE; JUNE 2023	31,147.56	31,147.56	06/01/2023
Total 10.130204 GROUP INSURANCE REC:				31,147.56	31,147.56	
10.190515 DUE TO/FROM LIBRARY (BENEFITS)						
BLUE CROSS BLUE SHIELD	06012023	0	HEALTH INSURANCE; JUNE 2023	12,967.56	12,967.56	06/01/2023
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):				12,967.56	12,967.56	
10.42071 ADMINISTRATIVE ADJUDICATION						
SAUCEDO-MEDINA, DAVID	05302023	0	REIMB; TICKET P-VP51601	35.00	.00	
Total 10.42071 ADMINISTRATIVE ADJUDICATION:				35.00	.00	
10.43100 BUILDING PERMITS						
KOLB, LAURA	PRPO202300667	0	PAID PRE-INSPECTION TWICE	25.00	.00	
Total 10.43100 BUILDING PERMITS:				25.00	.00	
Total :				44,175.12	44,115.12	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.656 FIRE & POLICE COMMISSION						
C.O.P.S AND F.I.R.E PERSONNEL	108066	0	POLYGRAPHS FOR FF/PM CANDIDATE HOLT	175.00	.00	
RUIZ, PATTY	MAY23	0	BFPC ADMIN RECORDING SRVC	100.00	.00	
Total 10.511.00.656 FIRE & POLICE COMMISSION:				275.00	.00	
10.511.00.667 COMMUNITY F.U.N. COMMISSION						
BRUNNER-HINTZE, MARY	06022023	10050	FLOWERS FOR POTS - PRAIRIE PATH (ST. CHARLES/ARDMO	208.78	.00	
BRUNNER-HINTZE, MARY	06022023	10050	DIY KITES FOR KITES & KICKS EVENT	235.99	.00	
Total 10.511.00.667 COMMUNITY F.U.N. COMMISSION:				444.77	.00	
Total PUBLIC AFFAIRS:				719.77	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.01.299 OTHER CONTRACTUAL SERVICES						
FLOWMSP INC	2104	0	FIRE APP LICENSE FEE	3,250.00	.00	
KNO2 LLC	13442	0	MONTHLY LINE AND DOMESTIC PAGES	34.99	.00	
PROCOM ENTERPRISES LTD	785301	0	ALARM.COM DOOR ACCESS CONTROL	36.00	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:				3,320.99	.00	
Total MANAGER:				3,320.99	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.270 MAINT OF OFFICE EQUIPMENT						
KONICA MINOLTA BUSINESS	9009330878	0	COPY CHARGES MAY 2023	18.30	.00	
KONICA MINOLTA PREMIER FINANCE	502420599	0	LEASE CHARGES-MAY 2023	80.00	.00	
Total 10.514.00.270 MAINT OF OFFICE EQUIPMENT:				98.30	.00	
10.514.00.289 INSPECTORS FEES						
ELEVATOR INSPECTION SVC CO INC	113675	0	2023 ELEVATOR INSPECTIONS	1,344.00	.00	
Total 10.514.00.289 INSPECTORS FEES:				1,344.00	.00	
Total COMMUNITY DEVELOPMENT:				1,442.30	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	06012023	0	HEALTH INSURANCE; JUNE 2023	23,869.30	23,869.30	06/01/2023
LINDEN OAKS MEDICAL GROUP	04212023	0	EMP ASSIST PRGM; JANUARY - MARCH 2023	1,109.75	.00	
LINDEN OAKS MEDICAL GROUP	1272023	0	EMP ASSIST PRGM; OCTOBER - DECEMBER 2022	989.00	.00	
Total 10.515.00.250 EMPLOYEE BENEFITS:				25,968.05	23,869.30	
Total CENTRAL SERVICES:				25,968.05	23,869.30	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.219 UTILITY - ELECTRIC						
COMMONWEALTH EDISON CO	0030170051 4/2023	0	21 W PLYMOUTH; 4/6-5/5/23	231.89	.00	
COMMONWEALTH EDISON CO	1043074121 4/2023	0	JACKSON POND; 4/19-5/18/23	33.34	.00	
COMMONWEALTH EDISON CO	9006703009 4/2023	0	SIREN; 4/5-5/4/23	31.69	.00	
COMMONWEALTH EDISON CO	9006734022 4/2023	0	106 S VILLA; 4/5-5/4/23	113.85	.00	
Total 10.516.00.219 UTILITY - ELECTRIC:				410.77	.00	
Total BUILDINGS & GROUNDS:				410.77	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.219 UTILITY - ELECTRIC						
COMMONWEALTH EDISON CO	8000258004 4/2023	0	METRA STN PARK LOT; 4/6-5/5/23	78.06	.00	
Total 10.517.00.219 UTILITY - ELECTRIC:				78.06	.00	
Total COMMUTER PARKING LOT:				78.06	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.215 SHOP SERVICES						
CINTAS CORPORATION #344	4155958318	0	UNIFORM, TOWELS	46.46	.00	
CINTAS CORPORATION #344	4156648676	0	UNIFORMS, TOWELS, MATS	58.46	.00	
Total 10.518.00.215 SHOP SERVICES:				104.92	.00	
10.518.00.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	06012023	0	HEALTH INSURANCE; JUNE 2023	4,323.28	4,323.28	06/01/2023
Total 10.518.00.250 EMPLOYEE BENEFITS:				4,323.28	4,323.28	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS						
MIDWEST PAVING EQUIPMENT, INC	2543	0	PW 45 TUNE UP KIT	252.42	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:				252.42	.00	
Total GARAGE:				4,680.62	4,323.28	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.519.00.402 NON-CAPITAL OUTLAY						
DELL MARKETING LP	10675811229	0	PRECISION 5820 PC	2,888.83	.00	
DELL MARKETING LP	10675811229	0	DELL P2422H MONITOR	375.02	.00	
Total 10.519.00.402 NON-CAPITAL OUTLAY:				3,263.85	.00	
Total ENGINEERING:				3,263.85	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.202 TRAINING & CONFERENCES						
BASTIAN, JOSEPH	05192023	0	EVIDENCE TECH TRNG-MEAL REIMBURSE OFC BASTIAN	80.90	.00	
BREGMAN, SONIA	05042023	0	TRNG-HOTEL& MEALS REIMBURSE - S BREGMAN	337.01	.00	
BREGMAN, SONIA	05102023	0	TRNG-BLDG ENTRY TACTICS- MEAL REIMBURSE OFC BREG	23.10	.00	
JARZEMBOWSKI, JOSEPH	06022023	0	VORTEX 1 TRNG-MEALS REIMBURSE OFC JARZEMBOWSKI	35.64	.00	
KITCHING, KORDELL	05042023	0	REIMBURSE OFC KITCHING-SPRINGFIELD POLICE MEMORI	122.99	.00	
ROL VEL RUL, MATEUSZ	05262026	0	REIMB; MEALS AND GAS FOR K9 RECERTIFICATION TRNG-O	189.43	.00	
Total 10.520.01.202 TRAINING & CONFERENCES:				789.07	.00	
10.520.01.210 TELEPHONE						
VERIZON WIRELESS	9932912779	0	EMPL&SQUAD CELL SVC 3.20-4.19.23	873.36	.00	
VERIZON WIRELESS	9933861186	0	POLE CAMS,EMPL&SQUAD CELL SVC 4.2-5.1.23	881.94	.00	
VERIZON WIRELESS	9935292562	0	EMPL&SQUAD CELL SVC 4.20-5.19.23	798.54	.00	
Total 10.520.01.210 TELEPHONE:				2,553.84	.00	
10.520.01.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	06012023	0	HEALTH INSURANCE; JUNE 2023	78,319.64	78,319.64	06/01/2023
Total 10.520.01.250 EMPLOYEE BENEFITS:				78,319.64	78,319.64	
10.520.01.299 OTHER CONTRACTUAL SERVICES						
BREGMAN, SONIA	05182023	0	REIMBURSE OFC BREGMAN FOR GIFT BAG PURCHASES FO	31.80	.00	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:				31.80	.00	
10.520.07.230 PRINTING SERVICES						
PRINTSMART PRINTING &	37090	0	#10 WINDOW ENVELOPES, #10 ENVELOPES	524.00	.00	
Total 10.520.07.230 PRINTING SERVICES:				524.00	.00	
10.520.09.301 UNIFORMS						
O'HERRON CO INC, RAY	REISSUE CK18972	0	UNIFORM SHIRTS FOR OFC. J. KUBISH	149.98	149.98	06/01/2023
O'HERRON CO INC, RAY	REISSUE CK18972	0	UNIFORM SHIRTS DET. LAY	292.71	292.71	06/01/2023
O'HERRON CO INC, RAY	REISSUE CK18972	0	L/S UNIFORM SHIRT AND PATCHES FOR OFC. J. KUBISH	42.99	42.99	06/01/2023
O'HERRON CO INC, RAY	REISSUE CK18972	0	FITTED POLICE CAP, PATCHES-OFC J.PRIEST	42.99	42.99	06/01/2023
O'HERRON CO INC, RAY	REISSUE CK18972	0	POLICE HAT, PATCH-OFC G. GRABOWSKI	38.99	38.99	06/01/2023
Total 10.520.09.301 UNIFORMS:				567.66	567.66	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.09.333 RANGE SUPPLIES						
O'HERRON CO INC, RAY	REISSUE CK18972	0	PEPPER SPRAY	168.75	168.75	06/01/2023
O'HERRON CO INC, RAY	REISSUE CK18972	0	RANGE AMMUNITION-PEPPERBALL PROJECTILES	573.00	573.00	06/01/2023
Total 10.520.09.333 RANGE SUPPLIES:				741.75	741.75	
Total POLICE:				83,527.76	79,629.05	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.202 TRAINING & CONFERENCES						
IFSAP	ESPCP2023	0	ESPCP2023- CERTIFICATION,PRUIZ	400.00	.00	
Total 10.521.01.202 TRAINING & CONFERENCES:				400.00	.00	
10.521.01.210 TELEPHONE						
MITSUKA, BRANDON	MAY23	0	REIMB. DATA USAGE; MAY 2023	24.99	.00	
MITSUKA, BRANDON	MAY23	0	REIMB. PHONE USAGE; MAY 2023	24.99	.00	
Total 10.521.01.210 TELEPHONE:				49.98	.00	
10.521.01.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	06012023	0	HEALTH INSURANCE; JUNE 2023	4,315.20	4,315.20	06/01/2023
Total 10.521.01.250 EMPLOYEE BENEFITS:				4,315.20	4,315.20	
10.521.01.280 DUCOMM						
DU-COMM	18578	0	ACTIVE 911 ANNUAL RENEWAL 23-24	618.05	.00	
Total 10.521.01.280 DUCOMM:				618.05	.00	
10.521.01.314 JANITORIAL SUPPLIES						
STATE INDUSTRIAL PRODUCTS	902915942	0	CASES CAR & TRUCK WASH	194.26	.00	
STATE INDUSTRIAL PRODUCTS	902920879	0	DRAIN MAINT. PROG.	159.62	.00	
Total 10.521.01.314 JANITORIAL SUPPLIES:				353.88	.00	
10.521.01.317 OFFICE SUPPLIES						
SIR SPEEDY PRINT SIGNS MARKETING	86117	0	BUSINESS CARDS - DC MITSUKA	85.00	.00	
Total 10.521.01.317 OFFICE SUPPLIES:				85.00	.00	
10.521.22.202 TRAINING & CONFERENCES						
ROMEOVILLE FIRE ACADEMY, VILLAGE	2023-276	0	ROUSSEAU, GROTTS, APPARATUS ENGINEER	1,250.00	.00	
Total 10.521.22.202 TRAINING & CONFERENCES:				1,250.00	.00	
10.521.22.399 OTHER SUPPLIES						
BATTERIES PLUS LLC	P62814738	0	ALKALINE BULK SIZE C	63.21	.00	
STRYKER SALES CORPORATION	4160609	0	RESTRAINT STRAP,CHEST	539.86	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 10.521.22.399 OTHER SUPPLIES:				603.07	.00	
Total FIRE:				7,675.18	4,315.20	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	06012023	0	HEALTH INSURANCE; JUNE 2023	42,344.76	42,344.76	06/01/2023
Total 10.523.02.250 EMPLOYEE BENEFITS:				42,344.76	42,344.76	
10.523.02.301 UNIFORMS						
AIR ONE EQUIPMENT INC	193887	0	UNIVERSAL MASK BAG W/VPFD LOGO	562.65	.00	
Total 10.523.02.301 UNIFORMS:				562.65	.00	
10.523.02.399 OTHER SUPPLIES						
TERRACE SUPPLY COMPANY	71012396	0	(1) THERAPY OXYGEN CYL FOR STA 81	47.56	.00	
Total 10.523.02.399 OTHER SUPPLIES:				47.56	.00	
Total AMBULANCE/PARAMEDIC:				42,954.97	42,344.76	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.524.02.299 OTHER CONTRACTUAL SERVICES						
KUUSAKOSKI US LLC	A-11158	0	SPRING SWEEP	1,095.99	.00	
KUUSAKOSKI US LLC	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 Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	06012023	0	HEALTH INSURANCE; JUNE 2023	20,694.30	20,694.30	06/01/2023
Total 10.525.01.250 EMPLOYEE BENEFITS:				20,694.30	20,694.30	
10.525.25.219 UTILITY - ELECTRIC						
COMMONWEALTH EDISON CO	0179073093 4/2023	0	889 W NO STREETLGHTS; 4/6-5/5/23	62.87	.00	
COMMONWEALTH EDISON CO	0969040060 4/2023	0	TRAFFIC SIGNALS; 4/7-5/8/23	650.09	.00	
COMMONWEALTH EDISON CO	3779053023 4/2023	0	STREETLIGHTS 2; 4/5-5/4/23	27.22	.00	
COMMONWEALTH EDISON CO	5763147089 4/2023	0	STREETLIGHTS 1; 3/31-5/1/23	71.96	.00	
Total 10.525.25.219 UTILITY - ELECTRIC:				812.14	.00	
10.525.27.342 ASPHALT MIX						
DUPAGE MATERIALS COMPANY LLC.	21625	0	HIGH PERFORMANCE COLD	320.00	.00	
DUPAGE MATERIALS COMPANY LLC.	21696	0	HMA SC N50 D 9.5	180.60	.00	
Total 10.525.27.342 ASPHALT MIX:				500.60	.00	
10.525.28.286 MOSQUITO ABATEMENT						
CLARKE ENVIRONMENTAL MOSQUITO	1028549	0	ENVIROMENTAL MOSQUITO MANAGEMENT SVCS	17,170.00	.00	
Total 10.525.28.286 MOSQUITO ABATEMENT:				17,170.00	.00	
Total STREET:				39,177.04	20,694.30	
Total CORPORATE FUND:				259,906.45	219,291.01	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
28.502.01.299 OTHER CONTRACTUAL SERVICES						
TESKA ASSOCIATES INC	13270	0	TIF MEETING	455.00	.00	
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:				455.00	.00	
Total GENERAL:				455.00	.00	
Total TIF 4 FUND - ST. CHARLES RD:				455.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	06012023	0	HEALTH INSURANCE; JUNE 2023	14,813.16	14,813.16	06/01/2023
Total 35.502.01.250 EMPLOYEE BENEFITS:				14,813.16	14,813.16	
35.502.01.295 SUMMER FESTIVAL						
SIGNARAMA	INV-2420	10024	CY23 SUMMER FESTIVAL BANNERS	718.44	.00	
Total 35.502.01.295 SUMMER FESTIVAL:				718.44	.00	
35.502.01.317 OFFICE SUPPLIES						
GARVEY'S OFFICE PRODUCTS	PINV2429238	0	ICC OFFICE SUPPLIES	49.51	.00	
Total 35.502.01.317 OFFICE SUPPLIES:				49.51	.00	
35.502.16.219 UTILITY - ELECTRIC						
COMMONWEALTH EDISON CO	8668740009 4/2023	0	TENNIS CRTS; 4/4-5/3/23	93.24	.00	
COMMONWEALTH EDISON CO	9006778006 4/2023	0	LIONS FIELD; 4/5-5/4/23	80.98	.00	
Total 35.502.16.219 UTILITY - ELECTRIC:				174.22	.00	
35.502.35.299 OTHER CONTRACTUAL SERVICES						
WARD, ROBERT	06.15.23	10029	06.15.23 THURSDAY CONCERT PERFORMANCE	750.00	.00	
Total 35.502.35.299 OTHER CONTRACTUAL SERVICES:				750.00	.00	
35.502.35.311 PROGRAM SUPPLIES						
HOLY COW SPORTS INC	230764	0	CY23 SUMMER CONCERTS FANS	1,125.00	.00	
SIGNARAMA	INV-2420	35007	CY23 FISHING DERBY BANNER	45.00	.00	
SIGNARAMA	INV-2420	10029	CY23 SUMMER CONCERT YARD SIGNS	240.00	.00	
Total 35.502.35.311 PROGRAM SUPPLIES:				1,410.00	.00	
35.502.36.299 OTHER CONTRACTUAL SERVICES						
CHESS SCHOLARS	3005143	0	YOUTH CONTRACTED PROGRAM	94.50	.00	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:				94.50	.00	
35.502.36.311 PROGRAM SUPPLIES						
GOLD MEDAL PRODUCTS	402285	0	CY23 SUMMER CONCERT ICE CREAM	318.87	.00	
MICHAEL ANTHONY'S PIZZA	139610	0	PRESCHOOL END OF YEAR PICNIC	236.25	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 35.502.36.311 PROGRAM SUPPLIES:				555.12	.00	
Total GENERAL:				18,564.95	14,813.16	
Total RECREATION FUND:				18,564.95	14,813.16	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.219 UTILITY - ELECTRIC						
COMMONWEALTH EDISON CO	0603100125 4/2023	0	TWIN LAKES; 4/25-5/24/23	44.34	.00	
COMMONWEALTH EDISON CO	9006795007 4/2023	0	ROTARY PARK; 4/5-5/4/23	36.14	.00	
Total 36.502.01.219 UTILITY - ELECTRIC:				80.48	.00	
36.502.01.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	06012023	0	HEALTH INSURANCE; JUNE 2023	16,218.56	16,218.56	06/01/2023
Total 36.502.01.250 EMPLOYEE BENEFITS:				16,218.56	16,218.56	
Total GENERAL:				16,299.04	16,218.56	
Total PARKS FUND:				16,299.04	16,218.56	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.219 UTILITY - ELECTRIC						
COMMONWEALTH EDISON CO	7748424005 4/2023	0	JEFF POOL; 4/6-5/5/23	198.67	.00	
Total 41.502.01.219 UTILITY - ELECTRIC:				198.67	.00	
41.502.02.299 OTHER CONTRACTUAL SERVICES						
KODIAK CONTRACTORS	061323	41000	DJ POOL APPRECIATION 06.13.23	400.00	.00	
Total 41.502.02.299 OTHER CONTRACTUAL SERVICES:				400.00	.00	
41.502.02.301 UNIFORMS						
HOLY COW SPORTS INC	230795	0	CY23 MARINERS TSHIRTS ORDER	1,457.00	.00	
WATER SAFETY PRODUCTS	F3300680	0	CY23 SUMMER POOL STAFF SWIM SUITS	982.68	.00	
WATER SAFETY PRODUCTS	F3300782	0	CY23 LIFREGUARD UNIFORM SWIM SUITS	320.74	.00	
Total 41.502.02.301 UNIFORMS:				2,760.42	.00	
41.502.02.311 PROGRAM SUPPLIES						
EMERGENCY MEDICAL PRODUCTS INC	2557006	0	CY23 LIFEGUARD/CPR EQUIPMENT	354.30	.00	
Total 41.502.02.311 PROGRAM SUPPLIES:				354.30	.00	
Total GENERAL:				3,713.39	.00	
Total SWIMMING POOL FUND:				3,713.39	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
50.502.80.691 INTEREST-2014 ROAD REF GO						
US BANK	2281227	0	SERIES 2014 INTEREST PMT	188,100.00	.00	
Total 50.502.80.691 INTEREST-2014 ROAD REF GO:				188,100.00	.00	
50.502.81.691 INTEREST-2015 ROAD REF GO						
US BANK	2281303	0	SERIES 2015 INTEREST PMT	41,650.00	.00	
Total 50.502.81.691 INTEREST-2015 ROAD REF GO:				41,650.00	.00	
50.502.82.691 INTEREST-2017 TIF3 REFUND ARBS						
US BANK	2281886	0	SERIES 2017 INTEREST PMT	34,900.00	.00	
Total 50.502.82.691 INTEREST-2017 TIF3 REFUND ARBS:				34,900.00	.00	
50.502.84.691 INTEREST-2018A STORMSEWER						
US BANK	2281901	0	SERIES 2018A INTEREST PMT	45,800.00	.00	
Total 50.502.84.691 INTEREST-2018A STORMSEWER:				45,800.00	.00	
50.502.85.691 INTEREST-2018C TIF3 REF ARBS						
US BANK	2281893	0	SERIES 2018C INTEREST PMT	144,400.00	.00	
Total 50.502.85.691 INTEREST-2018C TIF3 REF ARBS:				144,400.00	.00	
50.502.87.691 INTEREST-2019B ROAD REF GO						
US BANK	2281906	0	SERIES 2019B INTEREST PMT	84,600.00	.00	
Total 50.502.87.691 INTEREST-2019B ROAD REF GO:				84,600.00	.00	
50.502.88.691 INTEREST-2019A STORMSEWER ARB						
US BANK	2281903	0	SERIES 2019A INTEREST PMT	54,700.00	.00	
Total 50.502.88.691 INTEREST-2019A STORMSEWER ARB:				54,700.00	.00	
50.502.90.691 INTEREST PAYMENTS-SERIES 2022A						
US BANK	2281971	0	SERIES 2022A INTEREST PMT	112,350.00	.00	
Total 50.502.90.691 INTEREST PAYMENTS-SERIES 2022A:				112,350.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total GENERAL:				706,500.00	.00	
Total DEBT SERVICE FUND:				706,500.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.210 TELEPHONE						
MANTELS, KEVIN	MANTELSPHONE2	0	REIMBURSEMENT FOR PERSONAL PHONE; 2023-04 APR	24.99	.00	
MANTELS, KEVIN	MANTELSPHONE2	0	REIMBURSEMENT FOR PHONE USAGE; 2023-04 APR	24.99	.00	
Total 60.502.02.210 TELEPHONE:				49.98	.00	
60.502.02.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	06012023	0	HEALTH INSURANCE; JUNE 2023	4,065.68	4,065.68	06/01/2023
Total 60.502.02.250 EMPLOYEE BENEFITS:				4,065.68	4,065.68	
Total GENERAL:				4,115.66	4,065.68	
Total STREET IMPROVEMENT FUND:				4,115.66	4,065.68	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY						
O'HERRON CO INC, RAY	REISSUE CK18972	0	BRACKETS, LIGHTS, SIREN FOR 2 NEW DURANGO SQUADS	166.10	166.10	06/01/2023
O'HERRON CO INC, RAY	REISSUE CK18972	0	BRACKETS,SPEAKERS,WIRING,CABLE EQUIPMT FOR NEW	1,224.00	1,224.00	06/01/2023
O'HERRON CO INC, RAY	REISSUE CK18972	0	EQUIPMENT FOR NEW 2023 SQUADS	534.00	534.00	06/01/2023
O'HERRON CO INC, RAY	REISSUE CK18972	0	MOUNT KITS FOR 2023 NEW DURANGOS	140.00	140.00	06/01/2023
Total 65.502.02.401 CAPITAL OUTLAY:				2,064.10	2,064.10	
Total GENERAL:				2,064.10	2,064.10	
Total EQUIPMENT REPLACEMENT FUND:				2,064.10	2,064.10	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	06012023	0	HEALTH INSURANCE; JUNE 2023	12,602.62	12,602.62	06/01/2023
Total 82.502.01.250 EMPLOYEE BENEFITS:				12,602.62	12,602.62	
82.502.01.402 NON-CAPITAL OUTLAY						
DELL MARKETING LP	10675811229	0	PRECISION 5820 PC	2,888.83	.00	
DELL MARKETING LP	10675811229	0	DELL P2422H MONITOR	375.02	.00	
Total 82.502.01.402 NON-CAPITAL OUTLAY:				3,263.85	.00	
82.502.02.219 UTILITY - ELECTRIC						
COMMONWEALTH EDISON CO	0005158074 4/2023	0	520 N PRINCETON; 4/7-5/8/23	250.41	.00	
COMMONWEALTH EDISON CO	0233060038 4/2023	0	CENTRAL PUMPING STN; 4/7-5/8/23	490.79	.00	
COMMONWEALTH EDISON CO	6152211004 4/2023	0	WTR/SWR; 4/5-5/4/23	167.08	.00	
COMMONWEALTH EDISON CO	6667072019 4/2023	0	WELL #2; 4/5-5/4/23	23.52	.00	
Total 82.502.02.219 UTILITY - ELECTRIC:				931.80	.00	
Total GENERAL:				16,798.27	12,602.62	
Total WATER SUPPLY FUND:				16,798.27	12,602.62	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	06012023	0	HEALTH INSURANCE; JUNE 2023	3,597.28	3,597.28	06/01/2023
Total 83.502.01.250 EMPLOYEE BENEFITS:				3,597.28	3,597.28	
83.502.02.219 UTILITY - ELECTRIC						
COMMONWEALTH EDISON CO	0007134036 4/2023	0	WESTLANDS LIFT STN; 4/7-5/8/23	39.93	.00	
COMMONWEALTH EDISON CO	0045126092 4/2023	0	NORTH & YALE; 4/25-5/24/23	126.68	.00	
COMMONWEALTH EDISON CO	0051086116 4/2023	0	900 N VILLA; 4/25-5/24/23	281.79	.00	
COMMONWEALTH EDISON CO	0063015145 4/2023	0	S VILLA LIFT STN; 4/7-5/11/23	919.52	.00	
COMMONWEALTH EDISON CO	0375103058 4/2023	0	RT 83 LIFT STN; 4/7-5/10/23	42.30	.00	
COMMONWEALTH EDISON CO	0474090018 4/2023	0	YALE/RIDGE LIFT STN; 4/7-5/8/23	104.41	.00	
Total 83.502.02.219 UTILITY - ELECTRIC:				1,514.63	.00	
83.502.02.299 OTHER CONTRACTUAL SERVICES						
VORTEX TECHNOLOGIES INC	6776	0	CALIBRATION OF 1 MILLTRONICS & 1 SIEMENS FLOW MONIT	900.00	.00	
VORTEX TECHNOLOGIES INC	6776	0	CALIBRATION OF 2 SPECTRA FLOW MONITORS	900.00	.00	
VORTEX TECHNOLOGIES INC	6776	0	CALIBRATION OF 2 EUROTHERM CHESSELL RECORDER	370.00	.00	
VORTEX TECHNOLOGIES INC	6776	0	CALIBRATION OF 1 GREYLINE FLOW MONITOR	450.00	.00	
VORTEX TECHNOLOGIES INC	6776	0	CALIBRATION OF GAS DETECTORS	1,000.00	.00	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:				3,620.00	.00	
83.502.02.302 CHEMICALS						
ALEXANDER CHEMICAL CORP	68101	0	DAILY RENTAL	64.00	.00	
Total 83.502.02.302 CHEMICALS:				64.00	.00	
83.502.02.401 CAPITAL OUTLAY						
HENEGHAN, TOM	PRIR202202090	0	REIMB 126 W DIVISION - HENEGHAN	1,000.00	.00	
KWOK, LEO	PRIR202202008	0	REIMB 121 N PRINCETON - KWOK	600.00	.00	
Total 83.502.02.401 CAPITAL OUTLAY:				1,600.00	.00	
Total GENERAL:				10,395.91	3,597.28	
Total WASTEWATER FUND:				10,395.91	3,597.28	
Grand Totals:				1,039,458.34	272,652.41	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid

	Amount Paid
CASH ALLOCATIONS FUND	
Total CASH ALLOCATIONS FUND:	645.57
CORPORATE FUND	
Total CORPORATE FUND:	259,906.45
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	455.00
RECREATION FUND	
Total RECREATION FUND:	18,564.95
PARKS FUND	
Total PARKS FUND:	16,299.04
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	3,713.39
DEBT SERVICE FUND	
Total DEBT SERVICE FUND:	706,500.00
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	4,115.66
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	2,064.10
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	16,798.27
WASTEWATER FUND	
Total WASTEWATER FUND:	10,395.91

	Amount Paid
Grand Totals:	1,039,458.34

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

DATE 6/8/23 APPROVED BY .....

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF0612","0601 INT","0612"

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on June 26, 2023

Covering weekly check runs dated for:

June 19, 2023/CY23 .....$2,825,900.49

1 of 1

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0619","0609 INT","0614 INT"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.210508 ESCROW: P. W. PROJECTS						
KINGI, XHAFER	PRDW202300279	0	BOND REFUND 705 S CORNELL SIDEWALK	450.00	.00	
Total 10.210508 ESCROW: P. W. PROJECTS:				450.00	.00	
10.231145 P&Z DEPOSIT: MISCELLANEOUS						
DOERING, LINDA	2414	0	PZ-23-001 MINUTES	436.00	.00	
PADDOCK PUBLICATIONS	252633	0	PUBLIC NOTICE PZ-23-002	167.90	.00	
Total 10.231145 P&Z DEPOSIT: MISCELLANEOUS:				603.90	.00	
10.40002 PERS PROP REPLACEMENT TAXES						
VILLA PARK PUBLIC LIBRARY	06062023	0	TO REIMBURSE PPRT - MAY 2023	46,650.44	.00	
Total 10.40002 PERS PROP REPLACEMENT TAXES:				46,650.44	.00	
10.43100 BUILDING PERMITS						
DEMITO, DEBORAH	PRFN202200992	0	REFUND OF INSPECTION FEE	50.00	.00	
Total 10.43100 BUILDING PERMITS:				50.00	.00	
10.45128 MISCELLANEOUS REVENUE						
BMO HARRIS MASTERCARD	0703736-2304	0	VILLAGE REIMBURSED PURCHASE	57.20	.00	
Total 10.45128 MISCELLANEOUS REVENUE:				57.20	.00	
Total :				47,811.54	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.210 TELEPHONE						
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	84.76	.00	
Total 10.511.00.210 TELEPHONE:				84.76	.00	
10.511.00.211 LEGAL SERVICES						
GARDINER KOCH WEISBERG	14647	0	LEGAL SERVICES - WAWAK	4,059.52	.00	
ROBBINS SCHWARTZ	950596	0	LEGAL SERVICES (GENERAL MATTER)	100.00	.00	
ROBBINS SCHWARTZ	950597	0	LEGAL SERVICES - 243 S OAKLAND	200.00	.00	
Total 10.511.00.211 LEGAL SERVICES:				4,359.52	.00	
10.511.00.212 LEGAL SERVICES-POLICE						
DOERING, LINDA	2415	0	HEARING COURT MAY 2023	700.00	.00	
OTTOSEN DINOLFO	155626	0	MAY HEARING COURT	1,057.50	.00	
ROBBINS SCHWARTZ	950595	0	LEGAL SERVICES - PROSECUTIONS - MAY 2023	2,887.50	.00	
Total 10.511.00.212 LEGAL SERVICES-POLICE:				4,645.00	.00	
10.511.00.299 OTHER CONTRACTUAL SERVICES						
BMO HARRIS MASTERCARD	0703736-2304	0	METRA INTERNET SERVICE; APRIL 2023	266.28	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	VIDEO SWITCHER KEY KIT	121.51	.00	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:				387.79	.00	
10.511.00.399 OTHER SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	BOARD ROOM BEVERAGES (SS RECEPT)	17.65	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	NAME PLATES HOLDERS- NEW BOARD MEMBERS	52.29	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	WATER FOR BOARD ROOM	3.99	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	APPRECIATION PLAQUES FOR TRUSTEES MURPHY AND CIL	105.42	.00	
Total 10.511.00.399 OTHER SUPPLIES:				179.35	.00	
10.511.00.650 ENVIRONMENTAL CONCERNS COMM						
BMO HARRIS MASTERCARD	0703736-2304	0	ARBOR DAY TREE	260.00	.00	
Total 10.511.00.650 ENVIRONMENTAL CONCERNS COMM:				260.00	.00	
10.511.00.655 PLANNING & ZONING COMMISSION						
DOERING, LINDA	2414	0	MINUTES MAY11,2023	208.00	.00	
DOERING, LINDA	2414	0	DISCUSSION MINUTES MAY11,2023	246.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 10.511.00.655 PLANNING & ZONING COMMISSION:				454.00	.00	
Total PUBLIC AFFAIRS:				10,370.42	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.00.202 TRAINING & CONFERENCES						
DUPAGE MAYORS & MANAGERS CONF	11743A	0	SPRINGFIELD DRIVE DOWN 2023	770.00	.00	
Total 10.512.00.202 TRAINING & CONFERENCES:				770.00	.00	
10.512.00.210 TELEPHONE						
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	42.38	.00	
Total 10.512.00.210 TELEPHONE:				42.38	.00	
10.512.00.299 OTHER CONTRACTUAL SERVICES						
BMO HARRIS MASTERCARD	0703736-2304	0	AMAZON PRIME MEMBERSHIP FOR OFFICE APRIL 2023	14.99	.00	
Total 10.512.00.299 OTHER CONTRACTUAL SERVICES:				14.99	.00	
10.512.00.399 OTHER SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	LUNCH WITH RON JANIS AND MARC MCLAUGHLIN DURING	49.02	.00	
Total 10.512.00.399 OTHER SUPPLIES:				49.02	.00	
10.512.01.210 TELEPHONE						
PISANO, DONNY	MAY/APRIL 2023	0	PERS PHONE REIMBURSEMENT; APRIL 2023	24.99	.00	
PISANO, DONNY	MAY/APRIL 2023	0	USAGE REIMBURSEMENT; APRIL 2023	24.99	.00	
PISANO, DONNY	MAY/APRIL 2023	0	PERS PHONE REIMBURSEMENT; MAY 2023	24.99	.00	
PISANO, DONNY	MAY/APRIL 2023	0	USAGE REIMBURSEMENT; MAY 2023	24.99	.00	
Total 10.512.01.210 TELEPHONE:				99.96	.00	
10.512.01.270 MAINT OF OFFICE EQUIPMENT						
BMO HARRIS MASTERCARD	0703736-2304	0	SPEAKER BARS	94.68	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	STUDIO INTERNET	303.74	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	WEBCAMS	94.36	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	UPS BATTERIES	135.98	.00	
Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT:				628.76	.00	
10.512.01.299 OTHER CONTRACTUAL SERVICES						
BMO HARRIS MASTERCARD	0703736-2304	0	HOSTED EMAIL ACCT	.99	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	OFF-SITE BACKUP	662.24	.00	
ONSOLVE, LLC	15284871	0	CODERED FOR 08/01/23-7/31/24	8,705.30	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:				9,368.53	.00	
10.512.01.399 OTHER SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	MEMBERSHIP RENEWAL	200.00	.00	
Total 10.512.01.399 OTHER SUPPLIES:				200.00	.00	
Total MANAGER:				11,173.64	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.299 OTHER CONTRACTUAL SERVICES						
GOVTEMPSUSA LLC	4190613	0	CONTRACTED FINANCE DIRECTOR; 5/21 & 5/28/23	7,840.00	.00	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:				7,840.00	.00	
10.513.00.399 OTHER SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	CHAIR DESK MAT & CERTIFICATE PAPER	197.97	.00	
Total 10.513.00.399 OTHER SUPPLIES:				197.97	.00	
Total FINANCE:				8,037.97	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.202 TRAINING & CONFERENCES						
BMO HARRIS MASTERCARD	0703736-2304	0	SEMINAR - DA	50.00	.00	
Total 10.514.00.202 TRAINING & CONFERENCES:				50.00	.00	
10.514.00.210 TELEPHONE						
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	254.28	.00	
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	76.52	.00	
Total 10.514.00.210 TELEPHONE:				330.80	.00	
10.514.00.299 OTHER CONTRACTUAL SERVICES						
DACRA ADJUDICATION SYSTEM	DT-2023-05-104	0	CD TICKET PROGRAM	150.00	.00	
DUPAGE CONVENTION & VISITORS BUR	2023-775	0	VISITORS GUIDE 2023	2,500.00	.00	
WASHU LLC	217-cd	0	MAY CAR WASH - CD	3.00	.00	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:				2,653.00	.00	
Total COMMUNITY DEVELOPMENT:				3,033.80	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.250 EMPLOYEE BENEFITS						
BMO HARRIS MASTERCARD	0703736-2304	0	VIRGIN PULSE BALANCE DUE	48.24	.00	
Total 10.515.00.250 EMPLOYEE BENEFITS:				48.24	.00	
10.515.00.399 OTHER SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	POSTAGE	9.65	.00	
Total 10.515.00.399 OTHER SUPPLIES:				9.65	.00	
Total CENTRAL SERVICES:				57.89	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.220 UTILITY - GAS						
NICOR GAS	00-93-47-2022 8 5/2	0	100 S VILLA ;5/5-6/5/23	51.55	.00	
NICOR GAS	39-44-49-5900 9 5/2	0	MUSEUM;5/5-6/5/23	62.66	.00	
NICOR GAS	70-22-77-0234 0 5/2	0	POLICE STN;5/5-6/6/23	398.62	.00	
Total 10.516.00.220 UTILITY - GAS:				512.83	.00	
10.516.00.222 HEATING & A/C MAINT SERV						
BMO HARRIS MASTERCARD	0703736-2304	0	CREDIT	27.27-	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	A/C FOR VH, SHOP, AUDIO ROOM	2,817.88	.00	
Total 10.516.00.222 HEATING & A/C MAINT SERV:				2,790.61	.00	
10.516.00.223 WATER & SEWER SERVICE						
SALT CREEK SANITARY DISTRICT	5150060 6/2023	0	MUSEUM; 2/15-5/15/23	24.00	.00	
SALT CREEK SANITARY DISTRICT	5150065 6/2023	0	100 S. VILLA AVE.; 2/15-5/15/23	10.02	.00	
SALT CREEK SANITARY DISTRICT	5150070 6/2023	0	FIRE #81; 2/15-5/15/23	190.23	.00	
SALT CREEK SANITARY DISTRICT	5150150 6/2023	0	FIRE #82; 2/15-5/15/23	115.56	.00	
SALT CREEK SANITARY DISTRICT	5150180 6/2023	0	PW STORAGE BLDG; 2/15-5/15/23	41.95	.00	
SALT CREEK SANITARY DISTRICT	5150190 6/2023	0	VILLAGE HALL; 2/15-5/15/23	52.68	.00	
SALT CREEK SANITARY DISTRICT	5150200 6/2023	0	PARKS GARAGE; 2/15-5/15/23	80.00	.00	
SALT CREEK SANITARY DISTRICT	5150210 6/2023	0	PW GARAGE; 2/15-5/15/23	129.00	.00	
SALT CREEK SANITARY DISTRICT	5150230 6/2023	0	VEH MAINT; 2/15-5/15/23	38.00	.00	
SALT CREEK SANITARY DISTRICT	5150240 6/2023	0	WTR/SWR; 2/15-5/15/23	31.21	.00	
SALT CREEK SANITARY DISTRICT	5150245 6/2023	0	CENTRAL PUMP STATION; 2/15-5/15/23	48.36	.00	
SALT CREEK SANITARY DISTRICT	5150250 6/2023	0	PUBLIC WORKS; 2/15-5/15/23	94.00	.00	
SALT CREEK SANITARY DISTRICT	5150260 6/2023	0	POLICE STATION; 2/15-5/15/23	196.64	.00	
Total 10.516.00.223 WATER & SEWER SERVICE:				1,051.65	.00	
10.516.00.299 OTHER CONTRACTUAL SERVICES						
BMO HARRIS MASTERCARD	0703736-2304	0	CORP PESTICIDE SERVICES	255.00	.00	
DUPAGE SECURITY SOLUTIONS INC	90654	0	PD EXTERIOR ENTRY DOOR REPAIRS	501.05	.00	
MIDLAND PLUMBING & SEWER	8778	0	VH MAIN SEWER LINE 051023	800.00	.00	
QUALITY LIFT TRUCK SERVICE INC	R13669	0	AERIAL RENTAL SKYJACK	415.00	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:				1,971.05	.00	
10.516.00.301 UNIFORMS						
BMO HARRIS MASTERCARD	0703736-2304	0	SAFETY GLASSES	34.97	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 10.516.00.301 UNIFORMS:				34.97	.00	
10.516.00.314 JANITORIAL SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	HOME AVE SUPPLIES	1,507.90	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	HOME AVE SUPPLIES	1,246.40	.00	
Total 10.516.00.314 JANITORIAL SUPPLIES:				2,754.30	.00	
10.516.00.315 BUILDING MAINT SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	FLEET OFFICE MATERIALS	31.99	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	FLEET OFFICE PAINT	28.30	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	CAULK FOR FLEET	11.96	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	FLOOR MAT FLEET OFFICE	159.98	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	REGISTER FLEET OFFICE	14.87	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PAINT FOR FLEET	81.65	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	FLEET OFFICE PARTS	18.19	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	WOOD FOR FLEET WINDOW TRIM	6.98	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	DOOR KNOB PARKS OFFICE	45.97	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	KEYS FOR PARKS NEW DOOR KNOB	14.94	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	CAULK FOR SHOP A/C	7.99	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	LIGHT BULBS OLD FIRE STATION	31.97	.00	
VILLA PARK ELECTRIC SUPPLY CO	244249-00	0	LIGHTS	35.00	.00	
Total 10.516.00.315 BUILDING MAINT SUPPLIES:				489.79	.00	
10.516.00.399 OTHER SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	KEYS FOR FLEET	4.98	.00	
Total 10.516.00.399 OTHER SUPPLIES:				4.98	.00	
Total BUILDINGS & GROUNDS:				9,610.18	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.220 UTILITY - GAS						
NICOR GAS	10-44-81-1000 6 5/2	0	METRA STATION;5/5-6/5/23	68.19	.00	
Total 10.517.00.220 UTILITY - GAS:				68.19	.00	
10.517.00.223 WATER & SEWER SERVICE						
SALT CREEK SANITARY DISTRICT	5150170 6/2023	0	METRA STN; 2/15-5/15/23	38.00	.00	
Total 10.517.00.223 WATER & SEWER SERVICE:				38.00	.00	
10.517.00.299 OTHER CONTRACTUAL SERVICES						
BMO HARRIS MASTERCARD	0703736-2304	0	METRA PESTICIDE SERVICES	45.00	.00	
ROMANO LANDSCAPE	44933	0	MTHLY LAWN MAINT. METRA	1,350.00	.00	
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:				1,395.00	.00	
Total COMMUTER PARKING LOT:				1,501.19	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.210 TELEPHONE						
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	42.38	.00	
Total 10.518.00.210 TELEPHONE:				42.38	.00	
10.518.00.309 GAS & DIESEL FUEL						
BMO HARRIS MASTERCARD	0703736-2304	0	STOCK DIESEL EXHAUST FLUID	154.48	.00	
Total 10.518.00.309 GAS & DIESEL FUEL:				154.48	.00	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS						
BMO HARRIS MASTERCARD	0703736-2304	0	FIRE E81 CHECK VALVE FOR AIR LINE	54.12	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	FIRE E82 REAR TIRES	1,724.80	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PD 158 FRONT ROTORS	146.88	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PD 158 FRONT ROTORS	153.98	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PARKS 250 PINION SEAL	14.39	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PARKS 250 FILTERS PLUGS AND WIRES	90.06	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PD 158 CREDIT FRONT ROTORS	146.88-	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PARKS 264 WATER PUMP	197.07	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PD 197 TIRE PRESSURE SENSOR	13.60	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PD 190FRONT ROTORS AND PADS	494.40	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PD 190 FRONT BRAKE PADS AND ROTORS	439.97	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PW 43 KEY WAY AND SPROKET LOCK HUB	46.69	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	CREDIT RETURNED BRAKE PARTS	423.73-	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	CREDIT RETURNED BATTERY SHUT OFF SWITCH	32.48-	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PW 9 HYDRAULIC FITTINGS, ANTI SIEZE	44.18	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PD 188 A/C REPAIRS CONDENSOR	1,525.63	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PD 136 HEATER HOSE	197.19	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	STOCK FUSES	23.64	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	STOCK H13 HEADLIGHTS	30.81	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	CREDIT FOR PURCHASE INCORRECTLY CHARGED	373.69-	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	INCORRECTLY CHARGED TO CARD	373.69	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:				4,594.32	.00	
Total GARAGE:				4,791.18	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.519.00.202 TRAINING & CONFERENCES						
BMO HARRIS MASTERCARD	0703736-2304	0	TRAINING WEBINAR	20.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	TRAINING WEBINAR	20.00	.00	
Total 10.519.00.202 TRAINING & CONFERENCES:				40.00	.00	
Total ENGINEERING:				40.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.202 TRAINING & CONFERENCES						
BMO HARRIS MASTERCARD	0703736-2304	0	DC KUBISH HOTEL FOR ILEAS CONFERENCE-CHAMPAIGN,IL	168.37	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	FUEL FOR VEHICLE TO TRAVEL BACK FROM ILEAS CONFER	39.82	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	TRNG-DECEPTV.BEHAVIOR/HIDDEN COMPARTMENTS-OFC	450.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	SGT SVARA HOTEL FOR ILEAS CONFERENCE-CHAMPAIGN,I	168.37	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	FOOD FOR PD ON-SITE TRAINING CLASS	59.05	.00	
COLLEGE OF DU PAGE	15091	0	TRNG-INTRO TO UAV & UAV TEST PREP-OFC PEREZ	400.00	.00	
NORTH EAST MULTI-REGIONAL	324772	0	VEHICLE RESCUE/HIGH RISK STOP/TAKEDOWN& ESCAPE/E	100.00	.00	
NORTH EAST MULTI-REGIONAL	325924	0	BLDG ENTRY/CONTROL TACTICS TRING-OFCRS BREGMAN&	350.00	.00	
NORTH EAST MULTI-REGIONAL	326894	0	TRNG-ONLINE DRUG DEALING/UNDERCOVER INVESTIGATI	80.00	.00	
NORTH EAST MULTI-REGIONAL	327104	0	SUPERVISING/MANAGING OFC FIELD TRNG-OFC PAGAN	225.00	.00	
NORTH EAST MULTI-REGIONAL	327734	0	ADVANCED SNIPER TRING-DET BLAKE	325.00	.00	
NORTHERN ILLINOIS POLICE ALARM SY	15073	0	ANNUAL NIPAS MEETING CHIEF, DEP.CHIEFS, DET BANASZE	140.00	.00	
O'HERRON CO INC, RAY	2273723	0	UNIFORM STREET SHIRT-OFC J. KUBISH	84.99	.00	
Total 10.520.01.202 TRAINING & CONFERENCES:				2,590.60	.00	
10.520.01.210 TELEPHONE						
BMO HARRIS MASTERCARD	0703736-2304	0	PD INTERNET & CABLE APRIL 2023	42.16	.00	
VERIZON WIRELESS	9936233735	0	POLE CAMS, EMPL&SQUAD CELL SVC 5.2 TO 6.1.23	884.78	.00	
Total 10.520.01.210 TELEPHONE:				926.94	.00	
10.520.01.299 OTHER CONTRACTUAL SERVICES						
BMO HARRIS MASTERCARD	0703736-2304	0	CERTIFICATE PAPER FOR EMPLOYEE AWARDS	17.98	.00	
DACRA ADJUDICATION SYSTEM	DT-2023-05-104	0	PD TICKET PROGRAM	400.00	.00	
DACRA ADJUDICATION SYSTEM	DT-2023-05-104	0	COLLECTION PROGRAM	200.00	.00	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:				617.98	.00	
10.520.01.303 DUES & PUBLICATIONS						
ILLINOIS MUNICIPAL LEAGUE	I-61473	0	ILLINOIS MUNICIPAL REVIEW ANNUAL SUBSCRIPTION	30.00	.00	
Total 10.520.01.303 DUES & PUBLICATIONS:				30.00	.00	
10.520.01.317 OFFICE SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	SHIP VERIZON CARD-TO CO. PREPPING BAIT CAR	13.49	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	HEAVY DUTY STAPLES	27.57	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PRIORITY MAIL CONFIDENTIAL PLATE RENEWALS	12.90	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	REFUND FOR STANDING DESK MAT THAT NEVER ARRIVED	37.99-	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	2 BOXES KRAFT ENVELOPES FOR EVIDENCE, POST IT NOT	53.96	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
BMO HARRIS MASTERCARD	0703736-2304	0	STANDING DESK MAT FOR DESK OPERATOR	46.88	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PUSH PINS FOR BULLETIN BOARD-SOCIAL WORKER OFC	5.87	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PRIORITY MAIL APPLICATION FOR MP PLATES AND TITLES N	9.65	.00	
Total 10.520.01.317 OFFICE SUPPLIES:				132.33	.00	
10.520.01.399 OTHER SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	PRINTABLE ID-FOB CARDS	295.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	DVD-RS FOR FOIAS	58.76	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	RELOAD OF CARD FOR PRISONER MEALS	10.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	MOUSE PAD&CALENDAR FOR POLICE SOCIAL WORKER	17.97	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	POST IT NOTES AND TAPE FOR RECORDS	35.98	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	OFFICE SUPPLIES FOR POLICE SOCIAL WORKER	40.43	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	FIRST AID KIT SUPPLIES FOR THE PD	74.69	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	CELL PHONE CASE FOR DETECTIVE PHONE	15.97	.00	
Total 10.520.01.399 OTHER SUPPLIES:				548.80	.00	
10.520.07.230 PRINTING SERVICES						
DEPENDABLE PRINTING SERVICES	1507	0	BUS CARDS OFC ALIANO	83.91	.00	
P.F. PETTIBONE & CO.	183944	0	VEHICLE BOOT WARNING OUTDOOR STICKERS	1,124.80	.00	
Total 10.520.07.230 PRINTING SERVICES:				1,208.71	.00	
10.520.07.270 MAINT OF OFFICE EQUIPMENT						
BMO HARRIS MASTERCARD	0703736-2304	0	BLU-RAY DISKS FOR BODY CAM VIDEO-FOR FOIAS&STATES	179.96	.00	
Total 10.520.07.270 MAINT OF OFFICE EQUIPMENT:				179.96	.00	
10.520.08.299 OTHER CONTRACTUAL SERVICES						
BMO HARRIS MASTERCARD	0703736-2304	0	FUEL FOR BAIT CAR	81.98	.00	
ILLINOIS PHLEBOTOMY SERVICES	1785	0	PHLEBOTOMY SERVICE FOR DUI CASE VPPC2300862	125.00	.00	
M.E.R.I.T.	050223	0	2023-2024 M.E.R.I.T. DUES-MAJOR CRIMES UNIT MUTUAL AI	6,500.00	.00	
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:				6,706.98	.00	
10.520.08.336 PHOTO MATERIALS & SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	ID CARDS FOR ID PRINTER	22.97	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	TONER CARTRIDGE FOR EVIDENCE PRINTER	72.89	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	REPLACEMENT BATTERY FOR EVIDENCE VAULT	34.49	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 10.520.08.336 PHOTO MATERIALS & SUPPLIES:				130.35	.00	
10.520.08.399 OTHER SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	REAGENT FOR MARIJUANA-HASH TESTING	93.08	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	LOCK BOX FOR EVIDENCE VAULT-SEIZURE VEHICLE KEYS	92.86	.00	
Total 10.520.08.399 OTHER SUPPLIES:				185.94	.00	
10.520.09.291 ANIMAL HOSPITAL EXPENSE						
DUPAGE COUNTY ANIMAL SERVICES	19813	0	MARCH STRAY ANIMAL SVCS	150.00	.00	
DUPAGE COUNTY ANIMAL SERVICES	20005	0	MAY STRAY ANIMAL SVCS	150.00	.00	
Total 10.520.09.291 ANIMAL HOSPITAL EXPENSE:				300.00	.00	
10.520.09.299 OTHER CONTRACTUAL SERVICES						
BMO HARRIS MASTERCARD	0703736-2304	0	BULLETIN BOARD FOR SOCIAL WORKER OFC	66.28	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	DISINFECTING WIPES FOR POLICE STATION	25.89	.00	
BMO HARRIS MASTERCARD	0703736-2304	10007	10 PEPPER SPRAY HOLDERS	297.40	.00	
MOBILESPIKE TECHNOLOGIES INC	2023042601	0	RETENTION BUMPER CLIPS FOR SPIKE STRIPS	46.58	.00	
WASHU LLC	218	0	MAY 2023--55 CAR WASHES-SQUADS	165.00	.00	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:				601.15	.00	
10.520.09.301 UNIFORMS						
BMO HARRIS MASTERCARD	0703736-2304	0	INSURED SHIPPING OF DC RUNGE'S RETIREMENT BADGE	16.90	.00	
ENTENMANN-ROVIN COMPANY	0173897-IN	0	SGTS HAT DRESS BADGES	414.00	.00	
O'HERRON CO INC, RAY	2273679	0	CAPS,DEPT PATCHES,NAMETAPES-OFC ALIANO	129.98	.00	
O'HERRON CO INC, RAY	2275781	0	RIOT FACE SHIELD-NIPAS SWAT	158.07	.00	
SHELLBACK TACTICAL LLC	IN108603	0	RIOT/SWAT BALLISTIC HELMET-NIPAS SWAT	611.99	.00	
SHELLBACK TACTICAL LLC	IN108961	0	BODY ARMOR SYSTEM-NIPAS SWAT/RIOT TEAM	849.99	.00	
Total 10.520.09.301 UNIFORMS:				2,180.93	.00	
10.520.09.320 K-9						
BMO HARRIS MASTERCARD	0703736-2304	0	ACE WATCH DOG SERVICE-POLICE K9	168.00	.00	
Total 10.520.09.320 K-9:				168.00	.00	
10.520.09.333 RANGE SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	BALLISTIC PRECISION CHRONOGRAPH FOR RANGE	69.50	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
O'HERRON CO INC, RAY	2273512	0	40MM SPONGE ROUNDS(NON-LETHAL AMMO)	649.00	.00	
Total 10.520.09.333 RANGE SUPPLIES:				718.50	.00	
Total POLICE:				17,227.17	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.210 TELEPHONE						
STAPLETON, STEVEN	APR23	0	PERS DEVICE PHONE REIMB	24.99	.00	
STAPLETON, STEVEN	APR23	0	PERS DEVICE USAGE REIMB	24.99	.00	
STAPLETON, STEVEN	MAY23	0	PERS DEVICE PHONE REIMB	24.99	.00	
STAPLETON, STEVEN	MAY23	0	PERS DEVICE USAGE REIMB	24.99	.00	
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	127.14	.00	
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	24.84	.00	
Total 10.521.01.210 TELEPHONE:				251.94	.00	
10.521.01.301 UNIFORMS						
BMO HARRIS MASTERCARD	0703736-2304	0	ENGINE PASSPORTS FOR CHIEF	24.20	.00	
BROWN, JEFF	060823	0	REIMBURSEMENT FOR TSHIRT PYMNT	35.00	.00	
Total 10.521.01.301 UNIFORMS:				59.20	.00	
10.521.01.314 JANITORIAL SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	PAPERGOODS, URINAL SCREENS	344.40	.00	
VILLA PARK ACE HARDWARE	21316	0	OFFICERS DESK LIGHT	14.24	.00	
VILLA PARK ACE HARDWARE	21326	0	HOSE BIB REPAIR	42.72	.00	
VILLA PARK ACE HARDWARE	21348	0	CORD REPAIR ST82	9.49	.00	
VILLA PARK ACE HARDWARE	21375	0	ST82 CLEANING SUPPLIES	73.11	.00	
VILLA PARK ACE HARDWARE	21375	0	FINANCE CHARGE	.83	.00	
VILLA PARK ACE HARDWARE	21375	0	OPEN ACCOUNT CREDIT	.95-	.00	
VILLA PARK ACE HARDWARE	21375	0	UNAPPLIED PAYMENT	24.67-	.00	
Total 10.521.01.314 JANITORIAL SUPPLIES:				459.17	.00	
10.521.01.315 BUILDING MAINT SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	SHIPPING OF USED CULT BULBS FOR REPLACEMENT	7.34	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	REFUND-OSMOSIS WATER FILTER	429.25-	.00	
VILLA PARK ACE HARDWARE	21347	0	SUPPLIES FOR ST82	5.69	.00	
VILLA PARK ACE HARDWARE	21452	0	HOSE TESTING SUPPLIES	23.71	.00	
Total 10.521.01.315 BUILDING MAINT SUPPLIES:				392.51-	.00	
10.521.01.317 OFFICE SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	OFFICE SUPPLIES-RED,YELLOW TAPE	23.96	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	OFFICE SUPPLIES- BLACK LABEL TAPE	14.89	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	OFFICE SUPPLIES-PLANNER	14.98	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 10.521.01.317 OFFICE SUPPLIES:				53.83	.00	
10.521.01.399 OTHER SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	DÉCOR SUPPLIES FOR STAFF SWEARING IN	56.61	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	CAKE-FIRE CHIEF	29.99	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	REFRESHMENTS FOR NEW HIRES AT ACADEMY	85.10	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	SUPPLIES FOR STAFF SWEARING IN	101.39	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	CAKE-NEW HIRES	46.99	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	REFUND FOR TAX CHARGE	12.03-	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	REFRESHMENTS FOR NEW HIRES AT ACADEMY	138.62	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	REFRESHMENTS FOR NEW HIRES AT ACADEMY	161.17	.00	
Total 10.521.01.399 OTHER SUPPLIES:				607.84	.00	
10.521.21.311 PROGRAM SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	PUB ED EVENT CANDY	44.96	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	8FT. FOLD IN TABLE FOR PUB ED EVENT	88.97	.00	
Total 10.521.21.311 PROGRAM SUPPLIES:				133.93	.00	
10.521.22.301 UNIFORMS						
TURNOUTRENTAL LLC	27654	0	CHIEFS BUNK GEAR UPDATES	94.47	.00	
Total 10.521.22.301 UNIFORMS:				94.47	.00	
Total FIRE:				1,267.87	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.210 TELEPHONE						
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	74.52	.00	
Total 10.523.02.210 TELEPHONE:				74.52	.00	
10.523.02.301 UNIFORMS						
BMO HARRIS MASTERCARD	0703736-2304	0	REFLECTIVE TETRAHEDRON PATCHES	97.20	.00	
Total 10.523.02.301 UNIFORMS:				97.20	.00	
Total AMBULANCE/PARAMEDIC:				171.72	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.524.02.299 OTHER CONTRACTUAL SERVICES						
LAKESHORE RECYCLING SYSTEMS	3722176	0	TRASH & BRUSH REMOVAL MAY 2023	138,201.12	.00	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:				138,201.12	.00	
Total GARBAGE:				138,201.12	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.210 TELEPHONE						
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	24.84	.00	
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	19.04	.00	
Total 10.525.01.210 TELEPHONE:				43.88	.00	
10.525.01.299 OTHER CONTRACTUAL SERVICES						
WASHU LLC	219	0	1 CAR WASH MAY 2023	3.00	.00	
Total 10.525.01.299 OTHER CONTRACTUAL SERVICES:				3.00	.00	
10.525.25.322 HAND TOOLS						
BMO HARRIS MASTERCARD	0703736-2304	0	6' UTILITY SAW	23.99	.00	
Total 10.525.25.322 HAND TOOLS:				23.99	.00	
10.525.25.399 OTHER SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	BATTERIES	17.99	.00	
Total 10.525.25.399 OTHER SUPPLIES:				17.99	.00	
10.525.27.342 ASPHALT MIX						
DUPAGE MATERIALS COMPANY LLC.	21867	0	HMA SC N50 D 9.5	459.24	.00	
DUPAGE MATERIALS COMPANY LLC.	21970	0	HMA SC N50 D 9.5	130.94	.00	
Total 10.525.27.342 ASPHALT MIX:				590.18	.00	
10.525.27.399 OTHER SUPPLIES						
POSITIVE IMPRESSIONS	PPJ-6251	0	VP NAME TAGS - TRUSTEES 8	160.40	.00	
Total 10.525.27.399 OTHER SUPPLIES:				160.40	.00	
10.525.28.399 OTHER SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	SAW & CHIPPER PARTS	73.75	.00	
Total 10.525.28.399 OTHER SUPPLIES:				73.75	.00	
Total STREET:				913.19	.00	
Total CORPORATE FUND:				254,208.88	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
26.502.01.299 OTHER CONTRACTUAL SERVICES						
ROMANO LANDSCAPE	44933	0	MTHLY LAWN MAINT. ARDMORE	775.00	.00	
Total 26.502.01.299 OTHER CONTRACTUAL SERVICES:				775.00	.00	
Total GENERAL:				775.00	.00	
Total TIF 6 FUND-NO ARDMORE/VERMONT:				775.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
27.502.01.299 OTHER CONTRACTUAL SERVICES						
CIVILTECH ENGINEERING INC	52543	0	TRI-TRAIL CONNECTOR PROJECT PHASE II ENGINEERING	4,144.53	.00	
CIVILTECH ENGINEERING INC	52655	0	TRI-TRAIL CONNECTOR PROJECT PHASE II ENGINEERING	437.23	.00	
Total 27.502.01.299 OTHER CONTRACTUAL SERVICES:				4,581.76	.00	
Total GENERAL:				4,581.76	.00	
Total TIF 5 FUND - KENILWORTH:				4,581.76	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
28.502.01.299 OTHER CONTRACTUAL SERVICES						
TESKA ASSOCIATES INC	12848	0	TIF PREPARATION	1,970.00	.00	
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:				1,970.00	.00	
Total GENERAL:				1,970.00	.00	
Total TIF 4 FUND - ST. CHARLES RD:				1,970.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.210 TELEPHONE						
BMO HARRIS MASTERCARD	0703736-2304	0	CABLE BOX RENTAL ICC/CRB	8.46	.00	
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	254.28	.00	
Total 35.502.01.210 TELEPHONE:				262.74	.00	
35.502.01.295 SUMMER FESTIVAL						
BMO HARRIS MASTERCARD	0703736-2304	10024	DEPOSIT FOR BOUNCE HOUSE GAMES FOR SUMMER FESTI	2,824.05	.00	
BOUNCE HOUSES R US LLC	31928	10024	SUMMER FESTIVAL INFLATABLES BALANCE	8,472.15	.00	
CK AND THE GRAY	062423	10024	SUMMER FESTIVAL 2023 PERFORMER - CK AND THE GRAY	300.00	.00	
CUZZONE, ANTHONY	062423	10024	SUMMER FESTIVAL 2023 PERFORMER - LAKE EFFECT	950.00	.00	
DUBIEL, JOHN	062423	10024	SUMMER FESTIVAL 2023 PERFORMER - COMBAT FUSION	150.00	.00	
GASTER, DOUGLAS G.	062423	10024	SUMMER FESTIVAL 2023 PERFORMER - DIXON BANDITS	1,000.00	.00	
GOLDBERG, GARY	062423	10024	SUMMER FESTIVAL 2023 PERFORMER - CAVEDWELLERS	500.00	.00	
KANTOR, GARY	06.24.23	10024	06.24.2 SUMMER FESTIVAL ENTERT.	495.00	.00	
LONG, SCOTTIE	062423	10024	SUMMER FESTIVAL 2023 PERFORMER - SCOTTIE LONG	300.00	.00	
SEVEN SOUL	062423	10024	SUMMER FESTIVAL 2023 PERFORMER - SEVEN SOUL	600.00	.00	
SPARKLES ENTERTAINMENT INC.	06.24.23	10024	06.24.23 SUMMER FESTIVAL FACE PAINTER	495.00	.00	
Total 35.502.01.295 SUMMER FESTIVAL:				16,086.20	.00	
35.502.01.317 OFFICE SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	INK-ICC POSTAGE METER	91.29	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	STORAGE ON ASST DIR RACANELLI PIXEL 6 PHONE	1.99	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	UNIVERSAL WEBCAM COVER	6.99	.00	
GARVEY'S OFFICE PRODUCTS	PINV2434267	0	OFFICE SUPPLIES	12.50	.00	
Total 35.502.01.317 OFFICE SUPPLIES:				112.77	.00	
35.502.16.220 UTILITY - GAS						
NICOR GAS	47-30-07-8760 4 5/2	0	ICC;5/5-6/5/23	190.20	.00	
Total 35.502.16.220 UTILITY - GAS:				190.20	.00	
35.502.16.223 WATER & SEWER SERVICE						
SALT CREEK SANITARY DISTRICT	5150020 6/2023	0	LIONS FIELD; 2/15-5/15/23	17.00	.00	
SALT CREEK SANITARY DISTRICT	5150030 6/2023	0	ROTARY PK RESTROOMS; 2/15-5/15/23	13.52	.00	
SALT CREEK SANITARY DISTRICT	5150120 6/2023	0	ICC; 2/15-5/15/23	213.00	.00	
Total 35.502.16.223 WATER & SEWER SERVICE:				243.52	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.16.299 OTHER CONTRACTUAL SERVICES						
BMO HARRIS MASTERCARD	0703736-2304	0	REC PESTICIDE SERVICES	305.00	.00	
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:				305.00	.00	
35.502.16.314 JANITORIAL SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	IOWA SUPPLIES	1,110.85	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PAPER TOWELS	30.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	IOWA SUPPLIES	681.55	.00	
Total 35.502.16.314 JANITORIAL SUPPLIES:				1,822.40	.00	
35.502.16.315 BUILDING MAINT SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	WIRE WHEEL	15.99-	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	SCREWDRIVER AND BITS	30.97	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	GROUNDING PLUG	5.99	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	INSECT KILLER/TRAPS	26.17	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	AA BATTERIES	22.99	.00	
Total 35.502.16.315 BUILDING MAINT SUPPLIES:				102.11	.00	
35.502.35.299 OTHER CONTRACTUAL SERVICES						
MATHESON, JAMES	06.22.23	10029	06.22.23 THURSDAY CONCERT PERFORMANCE - ROCKIN FE	1,100.00	.00	
Total 35.502.35.299 OTHER CONTRACTUAL SERVICES:				1,100.00	.00	
35.502.35.311 PROGRAM SUPPLIES						
GARVEY'S OFFICE PRODUCTS	PINV2434267	0	CAMP SUPPLIES	63.43	.00	
Total 35.502.35.311 PROGRAM SUPPLIES:				63.43	.00	
35.502.36.311 PROGRAM SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	SUPPLIES-SENIORS/BINGO/CAMP	75.25	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	GROCERIES-FUNTIME	12.14	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	3/29 DONUT BINGO	33.05	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	3/30 LET'S DO LUNCH CARRYOUT	230.50	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	SUPPLIES-EGG HUNT	75.26	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	SUPPLIES-FUNTIME JUNCTION	57.92	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	GROCERIES-ICE CREAM SOCIAL	19.45	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	BUNNY SUIT REFUND	39.99-	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	GROCERIES-CHEF CLASS/ICE CREAM SOCIAL	47.50	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
BMO HARRIS MASTERCARD	0703736-2304	0	DEPOSIT-SENIOR BUS TRIP TRANSPORTATION	268.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	SENIOR BUS TRIP	204.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	GROCERIES-SENIOR LUNCHES	19.63	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	4/6 LET'S DO LUNCH CARRYOUT	143.37	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	BUNNY SUIT REFUND	103.13-	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	SUPPPLIES-APRIL BIRTHDAY BINGO	40.28	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	BINGO PRIZES	157.25	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	CHICKEN-APRIL BIRTHDAY BINGO	236.93	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	GROCERIES-APRIL BIRTHDAY BINGO	50.95	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	SENIOR BUS TRIP ADMISSION	213.40	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	4/12 DONUT BINGO	39.41	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	BINGO PRIZES	25.39	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	BINGO PRIZES	73.75	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	GROCERIES-FUNTIME/NATIONAL DAY	49.95	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	SENIOR BUS TRIP ADMISSION	21.34	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	BINGO PRIZES	20.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	4/20 LET'S DO LUNCH CARRYOUT	130.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	SENIOR BUS TRIP	217.39	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	GROCERIES-APRIL NATIONAL DAY	21.16	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	BANDAIDS FOR ATHLETICS AND AQUATICS	69.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	SOCCER REFEREE JERSEYS	61.03	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	SOCCER REFEREE JERSEYS	40.91	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	BATTERIES FOR STOPWATCHES	13.18	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	ONLOINE FITNESS PLATFORM	15.99	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	SOCCER GOAL KEEPER GLOVES	33.96	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	POP-UP SOCCER GOALS	248.88	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	SPRING BREAK CAMP FIELD TRIP	169.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PRESCHOOL FIELD TRIP	155.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PRESCHOOL FIELD TRIP REFUND	8.50-	.00	
BMO HARRIS MASTERCARD	0703736-2304	35010	MOM AND SON NIGHT SUPPLIES	52.29	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PRESCHOOL GRADUATION SUPPLIES	28.99	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	TAX EXEMPT REFUND	1.35-	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PRESCHOOL GRADUATION SUPPLIES	99.98	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	EARLY CHILDHOOD PROGRAM SUPPLIES	46.87	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PRESCHOOL SUPPLIES	26.10	.00	
BMO HARRIS MASTERCARD	0703736-2304	35010	MOM AND SON DATE NIGHT SUPPLIES	64.96	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	EARLY CHILDHOOD PROGRAM SUPPLIES	92.02	.00	
BMO HARRIS MASTERCARD	0703736-2304	35010	MOM AND SON DATE NIGHT SUPPLIES	59.70	.00	
BMO HARRIS MASTERCARD	0703736-2304	35010	MOM AND SON DATE NIGHT SUPPLIES	10.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	35010	MOM AND SON DATE NIGHT FLOWERS	100.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	35010	MOM AND SON DATE NIGHT ROOM RENTAL	250.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
BMO HARRIS MASTERCARD	0703736-2304	35010	MOM AND SON DATE NIGHT SODA COSTS	82.35	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	EARLY CHILDHOOD PROGRAM SUPPLIES	19.44	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	GROCERIES FOR LUNCHES & SNACKS	113.72	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	CRAFT SUPPLIES FOR PRESCHOOL	8.66	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	GROCERIES FOR FTJ LUNCHES & SNACKS	179.16	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	GROCERIES FOR FTJ LUNCHES & SNACKS	124.73	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	GROCERIES FOR FTJ SNACKS, PRESCHOOL ROOM SUPPLI	36.84	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	GROCERIES FOR FTJ LUNCHES & SNACKS, KITCHEN SUPPL	96.11	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	GROCERIES FOR FTJ LUNCHES & SNACKS	60.20	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PHOTOS FOR PRESCHOOL PROJECT	2.64	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	GROCERIES FOR FTJ LUNCHES & SNACKS	130.69	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	GRADUATION DECORATIONS & PHOTOS FOR PRESCHOOL	11.80	.00	
Total 35.502.36.311 PROGRAM SUPPLIES:				4,834.50	.00	
Total GENERAL:				25,122.87	.00	
Total RECREATION FUND:				25,122.87	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.210 TELEPHONE						
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	211.90	.00	
Total 36.502.01.210 TELEPHONE:				211.90	.00	
36.502.01.220 UTILITY - GAS						
NICOR GAS	45-95-90-7159 3 5/2	0	MAINT BLDG;5/3-6/6/23	54.63	.00	
NICOR GAS	86-94-36-5332 8 5/2	0	N TERR PARK;5/8/6/7/23	62.57	.00	
Total 36.502.01.220 UTILITY - GAS:				117.20	.00	
36.502.01.223 WATER & SEWER SERVICE						
SALT CREEK SANITARY DISTRICT	5150010 6/2023	0	THE DEPOT; 2/15-5/15/23	15.24	.00	
SALT CREEK SANITARY DISTRICT	5150110 6/2023	0	N TERR PARK; 2/15-5/15/23	17.00	.00	
SALT CREEK SANITARY DISTRICT	5150165 6/2023	0	TWIN LAKES; 2/15-5/15/23	18.44	.00	
SALT CREEK SANITARY DISTRICT	5150220 6/2023	0	PK GARAGE #2; 2/15-5/15/23	34.10	.00	
Total 36.502.01.223 WATER & SEWER SERVICE:				84.78	.00	
36.502.01.299 OTHER CONTRACTUAL SERVICES						
BMO HARRIS MASTERCARD	0703736-2304	0	PKS- OFFICE WATER	75.35	.00	
Total 36.502.01.299 OTHER CONTRACTUAL SERVICES:				75.35	.00	
36.502.01.317 OFFICE SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	KEY COVERS	10.29	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	CAR ORGANIZER - PARKS VEHICLE	49.98	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	OFFICE SUPPLIES (SHARPIES)	8.97	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	OFFICE SUPPLIES (BINDER CLIPS, POST IT NOTES, FIRST AI	34.74	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	COMPUTER CABLES AND LAPTOP KEYBOARD/MOUSE	75.41	.00	
Total 36.502.01.317 OFFICE SUPPLIES:				179.39	.00	
36.502.02.210 TELEPHONE						
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	74.52	.00	
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	5.44	.00	
Total 36.502.02.210 TELEPHONE:				79.96	.00	
36.502.02.299 OTHER CONTRACTUAL SERVICES						
ROMANO LANDSCAPE	44933	0	MTHLY LAWN MAINT. NORTH AVE & FD 81, 82	2,290.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
SOLITUDE LAKE MANAGEMENT LLC	PSI-75787	0	MAY 2023 N. TERRACE POND MAINT.	289.00	.00	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:				2,579.00	.00	
36.502.02.304 GROUNDS SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	MULCH CORTESI	220.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	MULCH CORTESI	237.60	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	MULCH CORTESI	220.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	HIGHRIDGE TOPSOIL	23.40	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	TOPSOIL	82.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	MULCH VH	237.60	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	ICC MULCH	220.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	MULCH FOR PRIARIE PATH	220.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	MULCH FOR PRIARIE PATH	220.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	MULCH FOR PRIARIE PATH	220.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	MULCH FOR PRIARIE PATH	220.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	MULCH FOR PRIARIE PATH	220.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	HOME AVE MULCH	220.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	HOME AVE MULCH	237.60	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	HOME AVE MULCH	237.60	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	HOME AVE MULCH	220.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	TWIN LAKES MULCH	220.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	ICC MULCH	220.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	CORTESI MULCH	220.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	ICC MULCH	165.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	ICC MULCH	220.00	.00	
LOMBARD ACE HARDWARE (GENERAL)	252537	0	TOP SOIL	31.92	.00	
Total 36.502.02.304 GROUNDS SUPPLIES:				4,332.72	.00	
36.502.02.305 TURF SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	FERTILIZER AND GRASS SEED	820.66	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	SEED, HIGHRIDGE, CORTESI	271.26	.00	
Total 36.502.02.305 TURF SUPPLIES:				1,091.92	.00	
36.502.02.322 HAND TOOLS						
LOMBARD ACE HARDWARE (GENERAL)	252540	0	GARDENING TOOLS	19.99	.00	
LOMBARD ACE HARDWARE (GENERAL)	252610	0	GARDENING TOOLS	41.98	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 36.502.02.322 HAND TOOLS:				61.97	.00	
36.502.02.325 GENERAL EQUIPMENT PARTS						
BMO HARRIS MASTERCARD	0703736-2304	0	PARKS BALLFIELD	16.14	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PARKS BALLFIELD AIR FILTERS & OIL FILTERS	163.68	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	RAKE FOR TRACTOR	1,049.63	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	HITCH ADAPTER FOR 252	42.97	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	REPAIR PARTS FOR THE WIDE AREA MOWER	842.41	.00	
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:				2,114.83	.00	
36.502.02.399 OTHER SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	DOG WASTE BAGS (DOGGIE MITT'NS)	591.70	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	PARTS FOR TWIN LAKES WATER FOUNTAIN	22.47	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	2 CYCLE OIL FOR GAS	92.56	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	DUST MASKS	19.41	.00	
Total 36.502.02.399 OTHER SUPPLIES:				726.14	.00	
Total GENERAL:				11,655.16	.00	
Total PARKS FUND:				11,655.16	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.220 UTILITY - GAS						
NICOR GAS	00-31-93-8763 5 5/2	0	JEFF POOL ;5/5-6/5/23	963.12	.00	
NICOR GAS	32-27-30-1000 2 5/2	0	JEFF POOL FLTR;5/5-6/5/23	284.29	.00	
Total 41.502.01.220 UTILITY - GAS:				1,247.41	.00	
41.502.01.223 WATER & SEWER SERVICE						
SALT CREEK SANITARY DISTRICT	5150130 6/2023	0	JEFF POOL; 2/15-5/15/23	11.46	.00	
SALT CREEK SANITARY DISTRICT	5150140 6/2023	0	JEFF POOL FLTR; 2/15-5/15/23	473.33	.00	
Total 41.502.01.223 WATER & SEWER SERVICE:				484.79	.00	
41.502.02.311 PROGRAM SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	WHISTLES AND HIP PACKS FOR AQUATIC TEAM	771.25	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	POOL STAFF SCHEDULING 6-MONTHS OF SERVICE	216.00	.00	
Total 41.502.02.311 PROGRAM SUPPLIES:				987.25	.00	
Total GENERAL:				2,719.45	.00	
Total SWIMMING POOL FUND:				2,719.45	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.210 TELEPHONE						
BASTIEN, KARLA	Phone - May 2023	0	PERS DEVICE PHONE REIM; MAY 2023	24.99	.00	
BASTIEN, KARLA	Phone - May 2023	0	PERS USAGE PHONE REIM; MAY 2023	24.99	.00	
MANTELS, KEVIN	PHONEKM202305	0	REIMBURSEMENT FOR PHONE USAGE; 2023-05 MAY	24.99	.00	
MANTELS, KEVIN	PHONEKM202305	0	REIMBURSEMENT FOR PERSONAL PHONE; 2023-05 MAY	24.99	.00	
Total 60.502.02.210 TELEPHONE:				99.96	.00	
60.502.02.299 OTHER CONTRACTUAL SERVICES						
BMO HARRIS MASTERCARD	0703736-2304	0	SMARTSHEET MONTHLY SUBSCRIPTION	19.00	.00	
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	38.26	.00	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:				57.26	.00	
60.502.03.292 ENGINEERING SERVICES						
CIVILTECH ENGINEERING INC	52337	0	WISCONSIN & WESTMORE IMPROVEMENT PROJECTS PHAS	1,466.62	.00	
CIVILTECH ENGINEERING INC	52428	0	WISCONSIN & WESTMORE IMPROVEMENT PROJECTS PHAS	6,683.45	.00	
CIVILTECH ENGINEERING INC	52544	0	WISCONSIN & WESTMORE IMPROVEMENT PROJECTS PHAS	13,408.25	.00	
CIVILTECH ENGINEERING INC	52547	0	PHASE III ENGINEERING FOR MONTEREY AVENUE IMPROVE	23,982.12	.00	
TRANSYSTEMS CORPORATION	INV-0004101523	0	IOWA & VERMONT IMPROVEMENT PROJECT PHASE II ENGI	2,765.80	.00	
Total 60.502.03.292 ENGINEERING SERVICES:				48,306.24	.00	
60.502.10.292 ENGINEERING SERVICES						
CIVILTECH ENGINEERING INC	52517	0	VILLA AVENUE IMPROVEMENT PROJECT PESA & ENVIRONM	602.06	.00	
TRANSYSTEMS CORPORATION	INV-0004051971	0	REBUILD IL PROJECT DESIGN	13,212.59	.00	
Total 60.502.10.292 ENGINEERING SERVICES:				13,814.65	.00	
Total GENERAL:				62,278.11	.00	
Total STREET IMPROVEMENT FUND:				62,278.11	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY						
BMO HARRIS EQUIPMENT FINANCE	849650	0	EQUIPMENT LEASE PAYMENT	105,631.05	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	POLICE NEW CAR WIRING	1,968.81	.00	
Total 65.502.02.401 CAPITAL OUTLAY:				107,599.86	.00	
65.502.02.402 NON-CAPITAL OUTLAY						
MUNICIPAL EMERGENCY SERVICES	1866177	0	POINT BLANK BALLISTIC VEST	4,371.56	.00	
Total 65.502.02.402 NON-CAPITAL OUTLAY:				4,371.56	.00	
Total GENERAL:				111,971.42	.00	
Total EQUIPMENT REPLACEMENT FUND:				111,971.42	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.299 OTHER CONTRACTUAL SERVICES						
COMMONWEALTH EDISON-REC BLDG	060923	35011	NEW ELECTRIC SERVICE - NEW REC CENTER	9,945.58	.00	
KANE-DUPAGE SWCD	320 E WILDWOOD	35011	LUO REPORT APP. LIONS COMM CTR-320 E WILDWOOD AVE	475.00	475.00	06/09/2023
W.B. OLSON INC	713-10	35011	PRE-CONSTRUCTION SERVICES THRU 05/20/23	3,449.00	.00	
Total 67.502.02.299 OTHER CONTRACTUAL SERVICES:				13,869.58	475.00	
67.502.02.401 CAPITAL OUTLAY						
BMO HARRIS MASTERCARD	0703736-2304	0	PAINT FOR JEFFERSON POOL	2,795.80	.00	
Total 67.502.02.401 CAPITAL OUTLAY:				2,795.80	.00	
67.502.02.402 NON-CAPITAL OUTLAY						
BRADFORD SYSTEMS CORPORATION	40745-2	0	TAKE OUT/ THEN RE-INSTALL EVIDENCE VAULT SLIDING SH	5,740.00	.00	
Total 67.502.02.402 NON-CAPITAL OUTLAY:				5,740.00	.00	
Total GENERAL:				22,405.38	475.00	
Total BUILDING IMPROVEMENTS FUND:				22,405.38	475.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
68.502.02.292 ENGINEERING SERVICES						
V3 COMPANIES OF ILLINOIS	323581	0	PERMITTING; VILLA N 1033 (ODEUM)	1,418.99	.00	
Total 68.502.02.292 ENGINEERING SERVICES:				1,418.99	.00	
68.502.02.399 OTHER SUPPLIES						
GRIESMANN, DAN	124	0	RAIN BARREL REIMBURSEMENT	40.00	.00	
Total 68.502.02.399 OTHER SUPPLIES:				40.00	.00	
68.502.10.292 ENGINEERING SERVICES						
V3 COMPANIES OF ILLINOIS	123413	0	JACKSON POND EXPANSION PROJECT PHASE III ENGINEER	4,138.17	.00	
V3 COMPANIES OF ILLINOIS	223630	0	JACKSON POND EXPANSION PROJECT PHASE III ENGINEER	244.20	.00	
V3 COMPANIES OF ILLINOIS	323362	0	JACKSON POND EXPANSION PROJECT PHASE III ENGINEER	899.72	.00	
Total 68.502.10.292 ENGINEERING SERVICES:				5,282.09	.00	
68.502.10.299 OTHER CONTRACTUAL SERVICES						
EARTH WERKS LAND IMPROVEMENT	Jackson Pond - PE	0	JACKSON POND EXPANSION PROJECT CONSTRUCTION	1,972,480.55	.00	
Total 68.502.10.299 OTHER CONTRACTUAL SERVICES:				1,972,480.55	.00	
Total GENERAL:				1,979,221.63	.00	
Total STORMWATER BUYOUT FUND:				1,979,221.63	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.210 TELEPHONE						
JESSEN, DENNIS	MAY 2023 CELL PH	0	PERS DEVICE PHONE REIMB; MAY 2023	24.99	.00	
JESSEN, DENNIS	MAY 2023 CELL PH	0	USAGE REIMBURSEMENT; MAY 2023	24.99	.00	
VENCHUS, THOMAS	MAY 2023 CELL PH	0	USAGE REIMBURSEMENT; MAY 2023	24.99	.00	
VENCHUS, THOMAS	MAY 2023 CELL PH	0	PERS DEVICE PHONE REIMB; MAY 2023	24.99	.00	
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	2.72	.00	
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	84.76	.00	
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	114.78	.00	
Total 82.502.01.210 TELEPHONE:				302.22	.00	
82.502.01.299 OTHER CONTRACTUAL SERVICES						
DUPAGE COUNTY RECORDER	40501951	0	W,S,G LIENS & RELEASES	570.00	.00	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:				570.00	.00	
82.502.01.321 PURCHASE OF WATER						
DUPAGE WATER COMMISSION	May 2023 Pumpage	0	MAY WATER PUMPAGE BILL 2023	269,349.08	.00	
Total 82.502.01.321 PURCHASE OF WATER:				269,349.08	.00	
82.502.01.399 OTHER SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	WEBCAM AND BLUETOOTH ADAPTERS	71.52	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	POWER STRIP & CABLES	36.82	.00	
Total 82.502.01.399 OTHER SUPPLIES:				108.34	.00	
82.502.02.220 UTILITY - GAS						
NICOR GAS	00-94-81-1000 2 5/2	0	WTR/SWR;5/5-6/5/23	87.93	.00	
NICOR GAS	28-55-16-5989-0 5/2	0	CENTRAL STN;5/5-6/5/23	54.64	.00	
NICOR GAS	35-02-64-0936 3 5/2	0	1260 S CORNELL;5/10-6/9/23	167.53	.00	
Total 82.502.02.220 UTILITY - GAS:				310.10	.00	
82.502.02.292 ENGINEERING SERVICES						
CIVILTECH ENGINEERING INC	52337	0	WISCONSIN & WESTMORE IMPROVEMENT PROJECTS PHAS	240.03	.00	
CIVILTECH ENGINEERING INC	52428	0	WISCONSIN & WESTMORE IMPROVEMENT PROJECTS PHAS	1,093.83	.00	
CIVILTECH ENGINEERING INC	52544	0	WISCONSIN & WESTMORE IMPROVEMENT PROJECTS PHAS	2,194.43	.00	
TRANSYSTEMS CORPORATION	INV-0004101523	0	IOWA & VERMONT IMPROVEMENT PROJECT PHASE II ENGI	3,075.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 82.502.02.292 ENGINEERING SERVICES:				6,603.29	.00	
82.502.02.299 OTHER CONTRACTUAL SERVICES						
MIDLAND PLUMBING & SEWER	8830	0	NEW SUMP PUMP & PIT AT 102 W. PLYMOUTH	6,950.00	.00	
PRECISE MRM LLC	200-1039182	0	AUTOMATIC VEHICLE LOCATION (AVL) REPLACEMENT PART	18.82	.00	
PRECISE MRM LLC	200-1042650	0	AUTOMATIC VEHICLE LOCATION (AVL) REPLACEMENT PART	16.23	.00	
PRECISE MRM LLC	200-1042923	0	AUTOMATIC VEHICLE LOCATION (AVL) MONTHLY SUBSCRIP	360.00	.00	
QUESTCDN	INV-0136	0	MICHIGAN & VERMONT PROJECT BIDDING	330.00	.00	
Total 82.502.02.299 OTHER CONTRACTUAL SERVICES:				7,675.05	.00	
82.502.02.353 SERVICE CONNECTION MATERIALS						
BMO HARRIS MASTERCARD	0703736-2304	0	6 PIECE SCREW SET	18.99	.00	
Total 82.502.02.353 SERVICE CONNECTION MATERIALS:				18.99	.00	
82.502.02.399 OTHER SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	WOOD STAKES, LUMBER CRAYONS	79.46	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	BLACK PIPE	31.27	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	GRASS SEED	539.76	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	HYDRANT OIL, HYDRANT WRENCH	537.00	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	CHLORINE	35.99	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	WIRE MESH	45.82	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	FLASH LIGHTS, BATTERIES, FLASH DRIVES, CABLES	131.91	.00	
MCCANN INDUSTRIES INC	P81174	0	AIR FILTERS & SPARK PLUGS	75.14	.00	
Total 82.502.02.399 OTHER SUPPLIES:				1,476.35	.00	
82.502.02.401 CAPITAL OUTLAY						
BMO HARRIS MASTERCARD	0703736-2304	0	REMOVAL OF SERVICE	1,654.38	.00	
Total 82.502.02.401 CAPITAL OUTLAY:				1,654.38	.00	
Total GENERAL:				288,067.80	.00	
Total WATER SUPPLY FUND:				288,067.80	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.210 TELEPHONE						
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	5.44	.00	
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	76.52	.00	
VERIZON WIRELESS PW	9935912373	0	WIRELESS SERVICE FROM 04/27/23 TO 05/26/23	84.76	.00	
Total 83.502.01.210 TELEPHONE:				166.72	.00	
83.502.01.399 OTHER SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	WIRLESS KEYBOARD & MOUSE	78.49	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	DISPLAY PORT CABLES	64.77	.00	
Total 83.502.01.399 OTHER SUPPLIES:				143.26	.00	
83.502.02.220 UTILITY - GAS						
NICOR GAS	03-36-92-1882 5 5/2	0	GENERATOR STN;5/5-6/5/23	57.73	.00	
NICOR GAS	27-37-06-3955 4 5/2	0	NORTH & YALE LFT;5/5-6/6/23	53.39	.00	
NICOR GAS	29-10-59-0000 4 5/2	0	WET WEATHER;5/5-6/7/23	505.78	.00	
NICOR GAS	52-91-90-1082 8 5/2	0	NATH LIFT STN;5/8-6/7/23	52.93	.00	
Total 83.502.02.220 UTILITY - GAS:				669.83	.00	
83.502.02.292 ENGINEERING SERVICES						
CIVILTECH ENGINEERING INC	52337	0	WISCONSIN & WESTMORE IMPROVEMENT PROJECTS PHAS	247.18	.00	
CIVILTECH ENGINEERING INC	52428	0	WISCONSIN & WESTMORE IMPROVEMENT PROJECTS PHAS	1,126.43	.00	
CIVILTECH ENGINEERING INC	52544	0	WISCONSIN & WESTMORE IMPROVEMENT PROJECTS PHAS	2,259.82	.00	
TRANSYSTEMS CORPORATION	INV-0004101523	0	IOWA & VERMONT IMPROVEMENT PROJECT PHASE II ENGI	358.78	.00	
Total 83.502.02.292 ENGINEERING SERVICES:				3,992.21	.00	
83.502.02.299 OTHER CONTRACTUAL SERVICES						
PRECISE MRM LLC	200-1042923	0	AUTOMATIC VEHICLE LOCATION (AVL) MONTHLY SUBSCRIP	360.00	.00	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:				360.00	.00	
83.502.02.399 OTHER SUPPLIES						
BMO HARRIS MASTERCARD	0703736-2304	0	JETS FOR NOZZLE	288.16	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	FLASH LIGHTS, BATTERIES, FLASH DRIVES, CABLES	131.91	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	MANHOLD INSP. CAMERA PARTS; ENGINEERING TOOLS	99.85	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	MANHOLD INSP. CAMERA PARTS; ENGINEERING TOOLS	133.89	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	MANHOLD INSP. CAMERA PARTS; ENGINEERING TOOLS	63.16	.00	
BMO HARRIS MASTERCARD	0703736-2304	0	LATEX GLOVES	644.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 83.502.02.399 OTHER SUPPLIES:				1,360.97	.00	
83.502.04.292 ENGINEERING SERVICES						
CIVILTECH ENGINEERING INC	52337	0	WISCONSIN & WESTMORE IMPROVEMENT PROJECTS PHAS	1,318.31	.00	
CIVILTECH ENGINEERING INC	52428	0	WISCONSIN & WESTMORE IMPROVEMENT PROJECTS PHAS	6,007.60	.00	
CIVILTECH ENGINEERING INC	52544	0	WISCONSIN & WESTMORE IMPROVEMENT PROJECTS PHAS	12,052.36	.00	
CIVILTECH ENGINEERING INC	52547	0	PHASE III ENGINEERING FOR MONTEREY AVENUE IMPROVE	34,851.77	.00	
Total 83.502.04.292 ENGINEERING SERVICES:				54,230.04	.00	
Total GENERAL:				60,923.03	.00	
Total WASTEWATER FUND:				60,923.03	.00	
Grand Totals:				2,825,900.49	475.00	

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	254,208.88
TIF 6 FUND-NO ARDMORE/VERMONT	
Total TIF 6 FUND-NO ARDMORE/VERMONT:	775.00
TIF 5 FUND - KENILWORTH	
Total TIF 5 FUND - KENILWORTH:	4,581.76
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	1,970.00
RECREATION FUND	
Total RECREATION FUND:	25,122.87
PARKS FUND	
Total PARKS FUND:	11,655.16
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	2,719.45
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	62,278.11
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	111,971.42
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	22,405.38
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	1,979,221.63

	Amount Paid
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	288,067.80
WASTEWATER FUND	
Total WASTEWATER FUND:	60,923.03
Grand Totals:	2,825,900.49

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

DATE 6/14/23 APPROVED BY .....

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF0619","0609 INT","0614 INT"

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section: Appointments to Boards or Commissions

Subject:
Economic Development Commission

Suggested Action:
Appointment of Patrice Gallagher to the Economic Development Commission from June 26, 2023 to April 30, 2026.

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section: Appointments to Boards or Commissions

Subject:
Parks and Recreation Advisory Commission

Suggested Action:
Appointment of Christine Murphy to the Parks and Recreation Advisory Commission for a term from June 26, 2023 to April 30, 2025.

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Marc McLaughlin
Submitting Department: Community Development
Item Type: Ordinances
Agenda Section: Second Reading on Ordinances to be Codified

Subject:
Ordinance of the Village of Villa Park, DuPage County, Illinois, Removing and Replacing Chapter 7, Entitled "Buildings and Building Regulations", Amending Chapter 9, Entitled "Fire Prevention and Protection", and Removing Chapter 22 Entitled "Swimming Pools" of the Municipal Code.

Suggested Action:
This Ordinance will adopt the 2021 ICC Buildings Codes as well as the State required codes such as Plumbing and Accessibility. Additionally, revised permit fees based on a square foot calculation or flat fee are part of this Ordinance approval. The proposed ordinance also eliminates some of the Village-specific amendments that can make it more difficult for builders to adapt to local code requirements. Staff recommends passage of this Ordinance.

Attachments:
Board Memo - Chapter 7, 9, 22 - 2nd Read.pdf
Ordinance Amending Village Code Regarding Building Regulations Contained in Chapters 7, 9 and 22 (1).docx
Chapter 7 - Buildings and Building Regulations.pdf
Chapter 9 - Fire Prevention and Protection.pdf

Memo

To: Matthew Harline, Village Manager

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

Date: June 26, 2023

Re: Ordinance of the Village of Villa Park, DuPage County, Illinois, Removing and Replacing Chapter 7, Entitled "Buildings and Building Regulations", Amending Chapter 9, Entitled "Fire Prevention and Protection", and Removing Chapter 22 Entitled "Swimming Pools" of the Municipal Code

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This is the second read for this Ordinance approval. As requested during the first read, an additional open house was scheduled in advance of the Village Board meeting. Additionally, a rudimentary permit fee calculator was created based on the proposed permit fee. The Village's permit software will handle the calculations, once adopted.

As noted during the budget process, Villa Park needs to adopt the 2021 ICC building codes. The entire Chapter 7, 9 and 22 of the Municipal Code has been reviewed and challenged against Service Goal of "Continue to streamline the permitting process by implementing new procedures" and the Significant Changes of "Continue to streamline the building permit process for improvements". This included looking at all local amendments to the building codes that are Villa Park specific and the entire permit fee/permitting process.

Staff have taken an approach to drastically reduce the number of local amendments and follow the ICC codes as written. A few noted exceptions are; not requiring fire sprinklers in one and two family dwelling units, requiring an egress window in finished basements, restricting the use of Non-Metallic Sheathed Cable (romex), establishing standards for lithium-ion battery storage, and requiring fire sprinklers in commercial buildings over 2,000 square feet.

As discussed at the Committee of the Whole on April 10, 2023, in an effort to streamline the permitting process, the methodology for permit fee calculations should be based on square foot of a new habitable building or remodel, with a minimum fee to account for small projects, and flat fees for items like fences and roofs. The new permit fee will also be all inclusive of plan review, permit fee, and inspection fees. Only when an outside consultant is involved will there be a separate plan review fee or inspection fee, which is just a pass through. It was also noted that the Villa Park permit fees were in line with comparable and surrounding communities.

Utilizing a new methodology for calculating permit fees based on square foot and updating the flat fee table is in no way an attempt to raise permit fees. The flat fee table provides a transparent permitting process where everyone will know exactly how much the permit will cost in advance of applying for permits. The old permit fee may have been $100, but the new permit fee is $250. This is because the new permit fee also includes the plan review and inspections fees, which were never known upfront to the applicants. The old final total permit cost would have been around $250.

Staff had drafted the restructured permit fee table and held an open house on May 25, 2023. From input received at the open house from residents, contractors, and architects, Staff updated the permit fee table which included reducing the dollar per square foot of a remodel as well as

the minimum permit fee, reducing the flat fee for a fence, adding additional flat fees for common replacements like electrical service and a water service line, and a few other minor adjustments.

Attached is the excerpt of the fees section of Chapter 7 for quick reference.

Finally, within Chapter 7 a new section for Impact Fees will be created. Impact Fees are one-time payments to the Village to offset the financial impact of the development, based on population. Staff had originally proposed a Park Site Impact Fee to help with future land acquisitions for park sites. After further discussions, Staff is removing the Park Site Impact Fee from the table. Impact fees apply when a new home is being constructed, or an additional bedroom is being added to an existing home. If there was already a home on the property a credit will be given for the number of bedrooms removed. When a new bedroom is added, the difference between the Impact Fee will be required, not the entire fee for that total number of bedrooms. The proposed Impact Fees are below:

All permits that result in additional bedrooms shall be required to pay the following impact fees:

a) Single Unit Dwelling:

	1 bedroom	2 bedroom	3 bedroom	4 bedroom	5 bedroom
Park Improvements	$ 432.50	$ 1,008.50	$ 1,449.50	$ 1,882.00	$ 1,885.00
Building Improvements	$ 648.75	$ 1,512.75	$ 2,174.25	$ 2,823.00	$ 2,827.00

b) Two-Unit Dwelling/Townhouse:

	1 bedroom	2 bedroom	3 bedroom	4 bedroom
Park Improvements	$ 596.50	$ 995.00	$ 1,196.00	$ 1,572.00
Building Improvements	$ 894.75	$ 1,492.50	$ 1,794.00	$ 2,358.75

c) Multi-Unit Dwelling:

	Studio	1 bedroom	2 bedroom	3 bedroom
Park Improvements	$ 647.00	$ 879.00	$ 957.00	$ 1,526.50
Building Improvements	$ 970.50	$ 1,318.50	$ 1,435.50	$ 2,289.75

Chapter 9 has very minor updates and adjustments. The changes as noted are; adjusting the reinspection fee terminology and putting the fee in line with other reinspection fees, removing the codification that the position of Fire Inspector must be within the Fire Department, and correcting the terminology from Fire Department to Fire Code Official.

Chapter 22 is a remnant chapter of the Municipal Code that should have been amended when the Village first adopted the ICC Swimming Pool and Spa Code in 2020. Chapter 22 will be “RESERVED” moving forward.

Residential (New or Addition finished space)	$1.50 per gross square foot ($600 minimum)
Residential (New or Addition unfinished space)	$0.50 per gross square foot ($200 minimum)
Residential (Alteration or Remodel finished space)	$1.00 per gross square foot ($400 minimum)
Non-Residential (New or Addition finished space)	$2.50 per gross square foot ($1000 minimum)
Non-Residential (New or Addition unfinished space/shell)	$1.00 per gross square foot ($300 minimum)
Non-Residential (Alteration or Remodel finished space)	$1.50 per gross square foot ($700 minimum)

Deck/Porch	$250
Demolition:	
Interior only	$50
Accessory Structure	$100
Principal Structure	$500
Elevator	$500
Fence	$150
Fireplace	$250
Fire Sprinklers, Alarms, and Equipment	$250
Flatwork	$250
Garage	$300
Mechanical, Electrical, Plumbing, excluding:	$250
A/C Condenser Replacement	$150
Electrical Service Replacement	$200
Furnace Replacement	$150
Sewer Service Line Replacement	$200
Water Heater Replacement	$100
Water Service Line Replacement	$200
Miscellaneous	$250
Pergola/Gazebo	$200
Radon Mitigation System	$250
Roofing:	
Accessory Structure	$25
Flat Roofs	$500
Pitched Roof	$150
ROW	$100
Shed	$150
Siding:	
Accessory Structure	$25
Principal Structure	$100
Signs (each)	$250
Storage Tanks	$300
Structural	$250
Swimming Pool and Spa:	
Above Ground	$300
In Ground	$500
Temporary Moving and Storage Containers	$0
Window Replacement	$100

Ordinance No. _____

AN ORDINANCE AMENDING THE VILLA PARK MUNICIPAL CODE REGARDING BUILDING REGULATIONS CONTAINED IN CHAPTER 7, ENTITLED "BUILDINGS AND BUILDING REGULATIONS", CHAPTER 9, ENTITLED "FIRE PREVENTION AND PROTECTION", AND CHAPTER 22 ENTITLED "SWIMMING POOL REGULATIONS"

WHEREAS, the corporate authorities find it advisable, necessary and in the best interest of the Village to amend the Villa Park Municipal Code regrading various building regulations contained in Chapter 7, entitled "Buildings and Building Regulations", Chapter 9 entitled "Fire Prevention and Protection" and Chapter 22 entitled "Swimming Pool Regulations", as set forth herein.

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

Section 1: The recitals set forth are incorporated herein by reference.

Section 2: That Chapter 7, entitled "Buildings and Building Regulations", of the Villa Park Municipal Code, is hereby deleted in its entirety and replaced with the provisions set forth in Exhibit A, attached hereto and incorporated herein.

Section 3: That Subsection (a) of Section 9-203, entitled "Bureau of fire prevention—Established; composition", of Article II, entitled "Fire Prevention Code", of Chapter 9, entitled "Fire Prevention and Protection", of the Villa Park Municipal Code is hereby amended by replacing said Subsection with the following:

(a) The fire prevention code shall be enforced by the bureau of fire prevention which is hereby established and which shall be operated under the supervision of the chief of the fire department, or their designee.

Section 4: That Subsection (3) of Section 9-215, entitled "Fire Prevention Fees", of Article II, entitled "Fire Prevention Code", of Chapter 9, entitled "Fire Prevention and Protection", of the Villa Park Municipal Code is hereby amended by replacing said Subsection with the following:

(3) Fire inspection fees will be imposed on building owners whose occupancies, whether owner-occupied, leased or otherwise used by a tenant or tenants, do not comply with the Village of Villa Park Life Safety and/or Fire Prevention Codes, according to the following:

a. Occupancies that require additional inspections beyond the time limits prescribed in the violation notice provided by the inspector will be assessed a fire inspection fee. The fee schedule is as follows:

First reinspection: $75.00.

Second reinspection: $100.00.

Each additional reinspection: $100.00.

This fee schedule shall not limit the village's ability to seek code conformance through any other legal methods.

Section 5: That Subsection (5) of Section 9-302, entitled "Size and composition", of Division 1, entitled "Generally", of Article III, entitled "Fire Department", of Chapter 9, entitled "Fire Prevention and Protection", of the Villa Park Municipal is hereby amended by deleting said Subsection (5) in its entirety.

Section 6: That Section 9-604, entitled "Fire alarm system plan review", of Article VI, entitled "Fire Alarm Regulations", of Chapter 9, entitled "Fire Prevention and Protection", of the Villa Park Municipal Code is hereby amended by replacing said Section with the following:

The following shall apply to all structures except one- and two-family dwellings:

Fire alarm system plans shall be submitted for review for any new fire alarm system and or upgrade to an existing system. No work shall begin prior to the approval of the plan by the Fire Code Official and the issuance of a permit for the work by the Community Development Department.

A system upgrade shall be defined as any one (1) or more of the following:

(1) Replacement of the main fire alarm control panel.

(2) Replacement of more than one-half (½) the alarm initiating devices.

(3) Replacement of more than one-half (½) the alarm notification devices.

(4) Any addition of alarm initiating or notification devices.

(5) Addition, repair or replacement of any fire alarm wiring.

Section 7: That Subsections (c) and (d) of Section 9-605, entitled "Fire alarm system requirements for connection", of Article VI, entitled "Fire Alarm Regulations", of Chapter 9, entitled "Fire Prevention and Protection", of the Villa Park Municipal Code is hereby amended by replacing said Subsections with the following:

(c) The alarm user shall purchase and install a standard security lock box (Knox-Box) in the manner and location prescribed by the Fire Code Official and containing

keys to all entrances and exits to the building to allow immediate access in emergency situations. At the request of the alarm user, the Fire Code Official may permit the installation of a securing lock box tamper switch connected to a security system; however no such connection to the fire alarm system shall be allowed.

(d) The Fire Code Official shall inspect the property prior to connection and make a written report as to whether the above requirements have been met. For fire alarm systems required to be inspected by the fire department, the inspection shall be a prerequisite for the final occupancy permit given by the building official of the village for new construction or remodeling of buildings.

Section 8: That Section 9-615, entitled "Disconnection Procedures", of Article VI, entitled "Fire Alarm Regulations", of Chapter 9, entitled "Fire Prevention and Protection", of the Villa Park Municipal Code is hereby amended by replacing said section with the following:

Sec. 9-615. Disconnection procedures.

Prior to disconnecting the alarm system from DuComm, the following procedures shall be followed:

(1) The village shall notify the alarm user by certified mail that the alarm system is subject to disconnection for one (1) of the causes set forth in section 9-614. The alarm user has fifteen (15) days from receipt of the notice to either:

a. Submit proof to the fire department that the alarm meets the requirements under section 9-605;

b. To pay the outstanding balance due the village; or

c. Submit a report to the fire department describing the actions to be taken to eliminate the cause of the false alarms.

(2) If the Fire Code Official determines that the proof submitted establishes that the alarm system is in compliance with the requirements of section 9-605, that any overdue payments have been made, or that the action to be taken by the alarm user as described in the report will substantially reduce the likelihood of false alarms, the fire department shall notify the alarm user that the alarm system will not be disconnected from DuComm, but that if any subsequent violations of this article occur, the alarm system may be disconnected.

(3) If the alarm user is dissatisfied with the decision of the Fire Code Official, the alarm user may request in writing a hearing on the matter by the village manager. Such requests for a hearing must be filed within ten (10) days of the receipt of the Fire Code Official's decision. Written notice of the time and place of the hearing shall be served on the alarm user by the fire chief by certified mail at least ten (10) days prior to the date set for the hearing, which date shall not be more than twenty-one (21) nor less than ten (10) days after the filing of the request for the hearing.

(4) Should the Fire Code Official determine that the nature of the alarm user's business or the complexity of the alarm system causes continued false alarms, which are not the result of any substantial negligence or disregard on the part of the alarm user, the Fire Code Official may permit the alarm user to retain the alarm system connection to DuComm despite the occurrence of ten (10) or more false alarms. However, the alarm user shall take such actions as the fire department deems necessary to reduce the occurrence of false alarms.

Section 9: That Chapter 22, entitled "Swimming Pools", of the Villa Park Municipal Code is hereby deleted in its entirety, including the deletion of said title, and reserved for future use.

Section 10: If any provision or part of this Ordinance is declared invalid and of no further force and effect, the other provisions hereof shall remain in full force and effect. All ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

Section 11: Section 2 of this Ordinance shall become effective on January 1, 2024 and the remaining provisions of this Ordinance shall be in full force and effect upon its passage, approval, and publication as 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

Exhibit A
Chapter 7 – Buildings and Building Regulations

Chapter 7 BUILDINGS AND BUILDING REGULATIONS[1]

ARTICLE I. IN GENERAL

Sec. 7-101. Community Development Department.

There is hereby established a department of the village which shall be known as the Community Development Department. This department shall consist of the Director of Community Development and such other assistants, deputies and employees as may from time to time be assigned thereto.

Sec. 7-102. Certificates of Occupancy—Building permit.

Upon the issuance of a Certificate of Occupancy, occupancy permit or building permit, whether said certificate or permit be of a temporary or permanent nature, the Director of Community Development shall file with the County Supervisor of Assessments and the York and/or Addison Township Assessor's office a certified copy of said Certificate of Occupancy, occupancy permit or building permit.

Sec. 7-103. Certificate of Completion.

When permitted work has been completed, the Community Development Department will issue a Certificate of Completion, if a Certificate of Occupancy is not issued for the work. Said certificate will identify work completed and approved under a lawfully issued permit.

Sec. 7-104. Hours for construction.

Noise emanating from any construction activity shall be allowed only between the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and 8:00 a.m. to 6:00 p.m. on Sunday.

Sec. 7-105. Maintenance of construction areas.

All construction areas are to be maintained in a safe manner, secured with a temporary construction fence 6-8' in height, free of excessive accumulation of building materials, clear of blowing debris, and roadways and sidewalks are to be kept clear and passable.

Sec. 7-106. Temporary sanitation facilities.

When required to supply portable temporary sanitation facilities to construction areas those facilities must be kept in a clean and sanitary condition with regular servicing to those facilities. Temporary sanitation facilities must be placed within the fenced in area of the construction site with the means of egress secured and locked when workers are not on the site.

Sec. 7-107. Conflict.

In the event of a conflict between this chapter or the codes adopted by this chapter, and any other ordinance or code of the Village of Villa Park, the more specific and more stringent provisions or standard shall apply.

Sec. 7-108. Saving clause.

Nothing in this ordinance or in the codes adopted hereby, shall be construed to affect any litigation, lawsuit or impending court proceeding, or any rights acquired, liability incurred or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by the adoption of this chapter, nor shall just or legal right or remedy in law or in equity, be lost, impaired or affected by this chapter.

Sec. 7-109. Plan review.

The plan review procedure shall begin within a reasonable time after the submission of all required documents. All required drawings and specifications must be submitted in their entirety prior to commencement of review. The time frame for review shall be determined by the Director of Community Development or his/her designee and may be subject to change based upon the number and type of permit applications submitted and waiting review. Expedited Plan Review is available through outside consultants only.

ARTICLE II. FEES

Sec. 7-201. Fees due

(a) All plan review, engineering, permit, inspection, connection, consultant, impact, etc fees are due prior to issuance of a permit.

(b) When an outside consultant is used for plan review, a cash deposit in an amount as determined by the Director of Community Development is required, prior to the commencement of review. Any costs in excess of the amount deposited shall be paid prior to permit issuance. In lieu of cash deposit, permit applicants can pay the outside consultant in advance of the review.

(c) When an outside consultant is used for inspections, a cash deposit in an amount as determined by the Director of Community Development is required, prior to an inspection. Any costs in excess of the amount deposited shall be paid prior to Certificate of Occupancy or Certificate of Completion.

(d) *Traffic impact study*. In addition to other fees, all applications for building permits that have a substantial traffic impact as determined by Resolution No. 98-52A "Resolutions Adopting Traffic Impact Study Policy" shall perform a traffic impact analysis or make a deposit of one thousand dollars ($1,000.00) to be used by the village for traffic impact analysis services. If the village's costs for such services exceed the deposit, the applicant shall reimburse the additional costs incurred by the village. If such costs are less than the deposit, the village shall return the difference to the applicant. Until such time that the village has received final payment of all traffic advisory service fees, no permits for the use or development of land shall be issued.

(e) *Waiving of fees*. Upon presentation of acceptable documentation to the Director of Community Development, which may include certificates of incorporation, building permit fees for the construction, remodeling, repair, alteration or similar improvement to buildings or structures owned by bonafide governmental agencies, public or private schools, taxing bodies, religious institutions, and not-for-profit organizations shall be waived for deposits, bonds, water and/or sewer tap fees and permit fees. The burden of proving that the organization qualifies for the waiver as set forth in this paragraph shall be the organization asserting the entitlement to a waiver.

(f) *Starting work without a permit*. For starting work prior to the issuance of a permit an additional fee will be charged per the following chart based on who is doing the work.

	Property Owner	Contractor
1st Offense	25% of the permit fee	100% of the permit fee
2nd Offense	50% of the permit fee	200% of the permit fee
3rd Offense	100% of the permit fee	300% of the permit fee
4th+ Offense	200% of the permit fee	400% of the permit fee

(g) *Re-inspection fee.* Where an inspection failed and a re-inspection is required to determine compliance with the related codes, the following fee will be required to be paid in advance of the next inspection:

Seventy-five dollars ($75.00) for each re-inspection

Sec. 7-202. Plan review fees.

(a) For the examination of plans, structural, site plans, zoning, and administrative review that require an outside consultant, as determined by the Director of Community Development:

The applicant is responsible for all outside consultant fees.

(b) Plan review fees are not refundable and require payment, even if the permit is not issued.

(c) Expedited plan review is available only through outside consultants and the applicant is responsible for all additional fees associated with the expediated review.

Sec. 7-203. Permit fees.

(a) All fees for new construction, additions, or alterations will be calculated based off gross square foot of the proposed type of work. Any other work requiring a permit, but not specified elsewhere in this fee schedule will also be based off of the total gross square foot of the proposed work.

Residential (New or Addition finished space)	$1.50 per gross square foot ($600 minimum)
Residential (New or Addition unfinished space)	$0.50 per gross square foot ($200 minimum)
Residential (Alteration or Remodel finished space)	$1.00 per gross square foot ($400 minimum)
Non-Residential (New or Addition finished space)	$2.50 per gross square foot ($1000 minimum)
Non-Residential (New or Addition unfinished space/shell)	$1.00 per gross square foot ($300 minimum)
Non-Residential (Alteration or Remodel finished space)	$1.50 per gross square foot ($700 minimum)

(b) All other permits are calculated as a flat fee.

Deck/Porch	$250
Demolition:	
Interior only	$50
Accessory Structure	$100
Principal Structure	$500
Elevator	$500
Fence	$150
Fireplace	$250
Fire Sprinklers, Alarms, and Equipment	$250
Flatwork	$250
Garage	$300
Mechanical, Electrical, Plumbing, excluding:	$250

A/C Condenser Replacement	$150
Electrical Service Replacement	$200
Furnace Replacement	$150
Sewer Service Line Replacement	$200
Water Heater Replacement	$100
Water Service Line Replacement	$200
Miscellaneous	$250
Pergola/Gazebo	$200
Radon Mitigation System	$250
Roofing:	
Accessory Structure	$25
Flat Roofs	$500
Pitched Roof	$150
ROW	$100
Shed	$150
Siding:	
Accessory Structure	$25
Principal Structure	$100
Signs (each)	$250
Storage Tanks	$300
Structural	$250
Swimming Pool and Spa:	
Above Ground	$300
In Ground	$500
Temporary Moving and Storage Containers	$0
Window Replacement	$100

(c) *Certificates.*

Certificate of Occupancy: $100

Temporary Certificate of Occupancy: $50

Sec. 7-204. Impact fees.

All permits that result in additional bedrooms shall be required to pay the following impact fees:

a) Single Unit Dwelling:

	1 bedroom	2 bedroom	3 bedroom	4 bedroom	5 bedroom
Park Improvements	$ 432.50	$ 1,008.50	$ 1,449.50	$ 1,882.00	$ 1,885.00
Building Improvements	$ 648.75	$ 1,512.75	$ 2,174.25	$ 2,823.00	$ 2,827.00

b) Two-Unit Dwelling/Townhouse:

	1 bedroom	2 bedroom	3 bedroom	4 bedroom
Park Improvements	$ 596.50	$ 995.00	$ 1,196.00	$ 1,572.00
Building Improvements	$ 894.75	$ 1,492.50	$ 1,794.00	$ 2,358.75

c) Multi-Unit Dwelling:

	Studio	1 bedroom	2 bedroom	3 bedroom
Park Improvements	$ 647.00	$ 879.00	$ 957.00	$ 1,526.50
Building Improvements	$ 970.50	$ 1,318.50	$ 1,435.50	$ 2,289.75

Sec. 7-205. Contractor Licenses and Registration.

(a) All construction involving roofing and plumbing, exclusive of normal maintenance, requires Illinois State licensed contractors.

(b) Plumbers must submit a Letter of Intent with all permit applications.

(c) Plumbers must submit a valid state license prior to issuance of a permit.

(d) Roofers must submit a valid state license prior to issuance of a permit.

ARTICLE III. STOP WORK ORDER

Sec. 7-301. Authority.

Whenever the code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the code official is authorized to issue a stop work order.

Sec. 7-302. Issuance.

Upon notice from the code official that work on any building or structure is being executed contrary to the provisions of this code or in an unsafe and dangerous manner, such work shall be immediately stopped. A stop work notice shall be posted on the property stating the address, date and nature of the violation.

Sec. 7-303. Unlawful continuance.

Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed by village staff to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than "seventy-five dollars ($75.00) or more than seven hundred fifty dollars ($750.00)."

Sec. 7-304. Removal.

It shall be unlawful for any person to remove a stop work notice unless authorized by village staff. If a stop work notice is removed, one hundred dollars ($100.00) fee per notice shall be added to the permit cost.

ARTICLE IV. BUILDING CODE

Sec. 7-401. Adoption of a building code.

That a certain document designated as "The International Building Code, 2021 Edition", as published by the International Code Council, Inc., be and is hereby adopted as the building code of the village for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, conditions and terms of said International Building Code, are hereby referred to, adopted and made a part hereof as it fully sets out in this article, with the additions, insertions, deletions, and changes, if any, as prescribed in section 7-403 of this article.

Sec. 7-402. Enforcement.

The provisions of this article and the International Building Code, 2021 Edition, which it adopts and incorporates, shall be enforced by the Villa Park Department of Community Development, its director and their designated representatives.

Sec. 7-403. Amendments to building code—Additions, insertions, deletions, and changes.

The following sections of the code herein adopted are amended and revised by addition, insertion, deletion and change as follows:

Chapter 1 Administration

Sec. 101.1 Title. Is amended by deleting the same in its entirety and by substituting the following: These provisions shall be known as the Building Code of Village of Villa Park, hereinafter referred to as "this code."

Sec. 101.4.3 Plumbing. Is amended by deleting the same in its entirety and by substituting the following: The provisions of the Illinois Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The International Plumbing Code shall apply as it relates to IBC Chapter 15, roof drainage and Chapter 29, subsection 2903.

Sec. 101.4.6 Energy. Is amended by deleting the same in its entirety and by substituting the following: The provisions of the current Illinois Energy Conservation Code with amendments shall apply to all matters governing the design and construction of buildings for energy efficiency.

Sec. 105.1 Required. 1 Permit Required: Is amended by deleting the same in its entirety and by substituting the following: It shall be unlawful to proceed with the erection, enlargement, alteration, repair, removal, conversion, demolition or construction of any building or any structural part thereof or to install, alter, repair, convert or remove any associated electrical, plumbing and mechanical systems, or to construct, replace or resurface a sidewalk, driveway or parking lot within the village unless a permit therefore shall have been first obtained from the Community Development Department. A completed permit application with a required drawing and specifications shall be submitted in its entirety prior to commencement of review. Such permit shall be posted in a conspicuous place upon the premises for which it is issued, and shall remain so posted at all times until the work is completed and approved.

Secs. 105.1.1 and *105.1.2* are amended by deleting the same in their entirety.

Sec. 105.2 Work exempt from permit. Is amended by deleting the same in its entirety and by substituting the following: Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. Painting, papering, tiling (not removing plaster/drywall), carpeting, doors (less than 24 square feet and not required to be fire-resistance rated).
2. Retaining walls that are not over three (3) feet in height measured from grade to the top of the wall.
3. Swings and other playground equipment.
4. Fascia, soffit and gutters.
5. Prefabricated swimming pools that are less than 24 inches deep.

Sec. 105.2.1 Emergency repairs. Is amended by deleting the same in its entirety and by substituting the following: Where equipment replacements and repairs must be performed in an emergency situation during non-business hours, the permit application shall be submitted within the next working business day to the building official.

Sec. 105.3.2 Time Limitation of Application. Is amended by deleting the same in its entirety and by substituting the following: An application for which no permit is issued within 90 days of filing shall be deemed expired unless such application has been diligently prosecuted. Reapplication shall include resubmittal of plans and fee. One or more extensions of time for periods of not more than 90 days each shall be permitted to be allowed by the building official for the application, provided justifiable cause is demonstrated.

Add new subsection.

Sec. 105.3.2.1 Time Limit for Obtaining Building Permits. An applicant must take possession of a permit within 30 days after notification by the Community Development Department that his/her permit has been approved. If the applicant does not take possession of a permit within 30 days, then the permit application shall be considered null and void. The application for permit shall be destroyed after 60 days if the applicant has not reapplied.

Sec. 105.5 Expiration. Is amended by deleting the same in its entirety and by substituting the following: Any permit issued shall become invalid if the authorized work is not commenced within 180 days after the time of commencing the work or if the building or work authorized by such permit is suspended or abandoned for a period of 180 days or more after the work has commenced. After the building permit is issued, it shall be the obligation of the applicant to take reasonable and appropriate action so that the work, which is the subject of the permit, is commenced and completed in a diligent manner. Before such work commences or is resumed, a permit extension or renewal is required.

Add new subsection.

Sec. 105.5.1 Permit Extension. A permittee holding an unexpired permit shall be permitted to apply for a one-time 180-day extension provided the permittee shows good and satisfactory reasons beyond their control that the work cannot be commenced within the 180-day period from the original permit issue date. No additional fee is required for the one time extension.

Add new subsection.

Sec. 105.5.2 Permit Renewal. A permit, which has expired for 180 days or less, shall be permitted to be renewed provided no changes have been made in the original plans and specifications for such work. The renewal fee shall be one-half the amount required for a new permit. Permits which have been expired for greater than 180 days require a new application and payment of the full permit fee.

Add new subsection.

Sec. 105.5.3 Time Limit of Building Permit. A permit, once issued, shall be valid for a period of one year, provided work has commenced and the permit has not been suspended. The Community Development Director or his/her designee may grant two extensions of time for additional periods not to exceed 180 days each, provided a fee of one-half of the original cost of the permit shall be charged at the time each extension is granted. Where, under authority of a permit of extended permit, work has been started and has been abandoned for a period of 180 days, the building permit shall become invalid.

Add new subsection.

Sec. 105.5.4 Invalid Permits. Nothing in this section shall prevent the building permit from remaining valid by the Director of Community Development or his/her designee where it can be shown that a hardship not caused in whole or in part by the applicant would occur in enforcing the strict letter of this provision. If the permit does become invalid, all rights under such permit shall thereupon terminate by limitations, and a new permit, including fees, shall be secured before such work is started or continues.

Sec. 107.1 General. Shall be deleted in its entirety and substitute the following:

Application for a building permit shall require submission of two (2) hardcopy and one (1) .pdf sets of stamped and signed architectural plans or drawings complete with all details including, but not limited to, showing plumbing, electrical, heating, and ventilation schedules and diagrams. Additional hardcopy sets may be required as needed.

Landscaping/Lighting Plans: For all new commercial and industrial construction, landscaping and lighting plans, when required, shall be submitted with the building permit application.

Topographical Survey: Three sets of topographical survey prepared by a registered engineer based on one-foot intervals, including surrounding, adjacent buildings and other appurtenances within 20 feet of the subject property with foundation elevation and elevation of other permanent structures, using truss U.S.G.S. elevation standards plus existing grade of curb, sidewalks, and roadways shall be submitted. Any new construction or addition over 500 square feet, except for garages, shall submit a topographic survey. All garages and other accessory structures which require foundations must submit elevation.

Engineering Drawings: Applications for building permits for all development shall include seven (7) sets of engineered drawings. Electronic submittals may be acceptable as permitted by the Director of Community Development or his/her designee. Drawings shall be prepared by all Illinois Registered Engineer and include but not be limited to: all existing and proposed grades, proposed storm water runoff and storm water management facilities, existing and proposed curb cuts for street access, and other details as required by the Director of Community Development to determine compliance with Village regulations.

Plat of Survey: One original and one copy of a plat of survey prepared by a registered land surveyor shall be submitted.

Sec. 109.2 Schedule of permit fees. Is amended by deleting the same in its entirety and by substituting the following: The fees for all permits for buildings and structures, inspections and/or, periodic inspections, shall be as prescribed in Article II of Chapter 7 of the Villa Park Municipal Code as originally adopted and subsequently amended.

Sec. 113 Board of Appeals. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person affected by any notice which has been issued in connection with the enforcement of any provision of this Code or any code, rule or regulation adopted pursuant thereto (the "Petitioner"), shall have the right to redress, and shall be granted a hearing on the matter before the Director of Community Development (the "Director") of the Village of Villa Park, provided that such person shall file in the office of Community Development a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the notice was served. The Director shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

b) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Manager of the Village of Villa Park with regard to the Director's decision, provided that the Petitioner shall file in the office of the Village Manager a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Director's decision. The Village Manager shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

c) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Board of the Village of Villa Park with regard to the Village Manager's decision, provided that the Petitioner shall file in the office of the Village Clerk a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Village Manager's decision. The Village Board shall issue a written decision with regard to such within twenty (20) business days of the hearing.

Sec. 114.4 Violation penalties. Is amended by deleting the same in its entirety and by substituting the following:

(a) Any person, firm, company, corporation or other entity who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the code official, or of a permit or certificate issued under the provisions of this code or who disobeys, violates, or omits, neglects, or refuses to comply with the provisions of this article shall be guilty of a violation of this article, punishable by a fine of not less than seventy-five dollars ($75.00) nor more than seven hundred fifty dollars ($750.00). Each day or portion thereof that a violation or non-compliance continues or exists shall be considered a separate offense.

(b) In addition to the penalties provided herein, the Director of Community Development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

Sec. 115 Stop Work Order. Is amended by deleting the same in its entirety and shall refer to Chapter 7, Article III of the Village of Villa Park Ordinance.

Chapter 2—Definitions

Sec. 202 Definitions.

(Boarding house) Delete: "with or without meals." Insert: "without individual kitchen facilities."

Chapter 4—Special Use and Occupancy

Add new subsection.

Sec. 406.3.2.3 Doorsill. The sills of all door openings between private garages and interior spaces shall be raised not less than 6 inches above the garage floor."

Secs. 406.3.3 and 406.3.3.1 Carports. Are amended by deleting the same in their entirety.

Chapter 9—Fire Protection Systems

Delete chapter in its entirety and refer to the 2021 International Fire Code as adopted and amended in Article XII, Sections 7-1201 & 7-1203.

Chapter 10—Means of Egress

Sec. 1015.2 Guards. Delete "30" and insert “24”.

Chapter 11 - Accessibility

Chapter 11 is amended by deleting the same in its entirety; see State of Illinois Accessibility Code.

Chapter 16 – Structural Design

Section 1612.3. Insert: Village of Villa Park, Illinois

Section 1612.3. Insert: May 14, 2019

Chapter 18 – Soils and Foundations

Sec. 1807.1.4 Permanent wood foundation systems: Is amended by deleting the same in its entirety.

Chapter 29 – Plumbing Systems

Chapter 29 is amended by deleting the same in its entirety and by substituting the following: The provisions of this chapter shall comply with the Current Illinois Plumbing Code, except subsection 2903 shall remain.

Chapter 30—Elevators and Conveying Systems

Sec. 3001.3 Add the following to the end of the paragraph: Reference Standards are to be as stringent and are to comply with the current Illinois Elevator Safety Act and all of the rules for residential conveyance application.

Where the Act does not apply however, the IBC code shall be the standard for new installations, permits acceptance and approval.

For all applications not covered by the Illinois Elevator Safety Act those conveyance applications shall be covered under the Authority Having Jurisdiction for any new installations, permits, periodic inspections and testing, unsafe conditions, power to seal equipment as needed, put a conveyance out of service, final acceptance and approval and to issue certificates of compliance as well as registering owner/agent responsibility for contractors, required maintenance and accident/injury responsibility.

Sec. 3002.4: Elevator Car to accommodate ambulance stretcher. Is amended by deleting the same in its entirety and by substituting the following:

Where elevators are provided in buildings, not fewer than one elevator shall be provided for fire department emergency access to all floors. The elevator car shall be of such a size and arrangement to accommodate an ambulance stretcher 24 inches by 84 inches (610 mm by 2134 mm) with not less than 5-inch (127 mm) radius corners, in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life). The symbol shall be not less than 3 inches (76 mm) in height and shall be placed inside on both sides of the hoistway door frame. *Sec. 3003.2 Fire fighters' emergency operation.* Add the following at the end: and NFPA 72.

Add new subsection:

Sec. 3004.4.1 Miscellaneous hoisting and elevator equipment. All miscellaneous hoisting and elevating equipment shall be subjected to tests and inspections as required by the AHJ to ensure safe operation. As per changes, full load governor and full load safety test to be done after installation of hoist, a major alteration, and a jump of the hoist tower travel.

Sec. 3005.4 Machine rooms, control rooms, machinery, and control spaces: Delete exception #2.

Add new section:

Sec. 3009 Certificate of Compliance. The operation of all equipment governed by the provisions of this chapter and hereafter installed, relocated or altered shall be unlawful by persons other than the installer

until such equipment has been inspected and tested as herein required and a final certificate of compliance has been issued by the code official.

Sec. 3009.1 Posting Certificate of Compliance. The owner or lessee shall post the current-issued certificate of compliance in a conspicuous place inside the elevator.

Chapter 33 – Safeguards During Construction

Sec. 3303.4 Vacant Lot. Is amended by deleting the same in its entirety and by substituting the following: Where a structure has been demolished or removed the vacant lot shall be filled with clean fill and maintained to the existing grade with black dirt, seed and or sod. Existing grade will match the adjacent lots with provisions for proper drainage. Footings, Foundations, and any other sub-grade structures shall be removed from the site in their entirety, including but not limited to basements, cisterns, in-ground swimming pools, slabs, etc.

Chapter 35—Referenced Standards

The appendices of all referenced NFPA standards are to be considered part of each standard. As such, all NFPA appendices are to be considered mandatory requirements.

Delete the following references:

International Plumbing Code except as noted previously

International Private Sewage Disposal Code

International Wildland-Urban Interface Code

Appendices

Adopt the following appendices:

F, H-105, H-106, I, K

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE V. RESIDENTIAL CODE

Sec. 7-501. International Residential Code—Adoption.

That a certain document which is on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as "The International Residential Code, 2021 Edition", as published by the International Code Council, Inc., be and the same is hereby adopted as the one and two-family dwelling code of the village governing the design, construction, alteration, enlargement, repair, maintenance and use of one and two-family dwellings, as herein provided; and each and all of the regulations, provisions, conditions, and terms of the said International Residential Code, 2021 Edition, are hereby referred to, adopted and made a part hereof as if fully set out in this article, with the additions, insertions, deletions, and changes, if any, prescribed in section 7-503 of this article V.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-502. Enforcement.

The provisions of this article and the International Residential Code, 2021 Edition, which it adopts and incorporates, shall be enforced by the Villa Park Department of Community Development, its director and his/her designated representative.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-503. Amendments to International Residential Code, 2021 Edition, additions, insertions, deletions and changes.

The following sections of the code herein adopted are amended and revised by addition, insertion, deletion and change as follows:

CHAPTER 1 SCOPE AND ADMINISTRATION

Sec. R101.1 Title. Insert "Village of Villa Park".

Sec. R101.2 Scope. Exception. Is amended by deleting the same in its entirety and by substituting the following: "The following shall be permitted to be constructed in accordance with this code where provided with an automatic sprinkler system complying with NFPA 13D:" list of exceptions to remain. Any subsequent references to P2904 shall reference NFPA 13D instead.

Sec. R104.1. Is amended by deleting the same in its entirety and by substituting the following: "The Villa Park Community Development Department, its Director, and his or her designated representatives, are hereby authorized and directed to administer and enforce all of the provisions of this code."

Sec. R105.1 Permit Required. Is amended by deleting the same in its entirety and by substituting the following: It shall be unlawful to proceed with the erection, enlargement, alteration, repair, removal, conversion, demolition or construction of any building or any structural part thereof OR to install, alter, repair, convert or remove any associated electrical, plumbing and mechanical systems, or to construct, replace or resurface a sidewalk, patio, driveway or parking lot within the village unless a permit therefore shall have been first obtained from the Community Development Department. A completed permit application with required drawings and specifications shall be submitted in its entirety prior to commencement of review. Such permit shall be posted in a conspicuous place upon the premises for which it is issued, and shall remain so posted at all times until the work is completed and approved.

Sec. R105.2 Work exempt from permit. Is amended by deleting the same in its entirety and by substituting the following: Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. Painting, papering, tiling (not removing plaster/drywall), carpeting, doors (less than 24 square feet and not required to be fire-resistance rated)
2. Retaining walls that are not over three (3) feet in height measured from grade to the top of the wall.
3. Swings and other playground equipment.
4. Fascia, soffit and gutters.
5. Prefabricated swimming pools that are less than 24 inches deep.

Sec. R105.3.2 Time limitation of application. Is amended by deleting the same in its entirety and by substituting the following: An application for which no permit is issued within 90 days of filing shall be deemed expired unless such application has been diligently prosecuted. Reapplication shall include resubmittal of plans and

fee. One or more extensions of time for periods of not more than 90 days each shall be permitted to be allowed by the building official for the application, provided justifiable cause is demonstrated.

Add new subsection.

Sec. R105.3.3 Time Limit for Obtaining Building Permits. An applicant must take possession of a permit within 30 days after notification by the Community Development Department that his/her permit has been approved. If the applicant does not take possession of a permit within 30 days, then the permit application shall be considered null and void. The application for permit shall be destroyed after 60 days if the applicant has not reapplied.

Add new subsection.

Sec. R105.3.4 By Whom Application is Made. Application for a permit shall be made by the owner or lessee of the building or structure, or agent of either, the registered design professional or contractor employed in connection with the proposed work.

Sec. R105.5 Expiration. Is amended by deleting the same in its entirety and by substituting the following: Any permit issued shall become invalid if the authorized work is not commenced within 180 days after the time of commencing the work or if the building or work authorized by such permit is suspended or abandoned for a period of 180 days or more after the work has commenced. After the building permit is issued, it shall be the obligation of the applicant to take reasonable and appropriate action so that the work, which is the subject of the permit, is commenced and completed in a diligent manner. Before such work commences or is resumed, a permit extension or renewal is required.

Add new subsection.

Sec. R105.5.1 Permit Extension. A permittee holding an unexpired permit shall be permitted to apply for a one-time 180-day extension provided the permittee shows good and satisfactory reasons beyond their control that the work cannot be commenced within the 180-day period from the original permit issue date. No additional fee is required for the one time extension.

Add new subsection.

Sec. R105.5.2 Permit Renewal. A permit, which has expired for 180 days or less, shall be permitted to be renewed provided no changes have been made in the original plans and specifications for such work. The renewal fee shall be one-half the amount required for a new permit. Permits which have been expired for greater than 180 days require a new application and payment of the full permit fee.

Add new subsection.

Sec. R105.5.3. Time Limit of Building Permit. A permit, once issued, shall be valid for a period of one year, provided work has commenced and the permit has not been suspended per Sec. 108.2. The Community Development Director or his/her designee may grant two extensions of time for additional periods not to exceed 180 days each, provided a fee of one-half of the original cost of the permit shall be charged at the time each extension is granted. Where, under authority of a permit of extended permit, work has been started and has been abandoned for a period of 180 days, the building permit shall become invalid.

Add new subsection.

Sec. R105.5.4 Invalid Permits. Nothing in this section shall prevent the building permit from remaining valid by the Director of Community Development or his/her designee where it can be shown that a hardship not caused in whole or in part by the applicant would occur in enforcing the strict letter of this provision. If the permit does become invalid, all rights under such permit shall thereupon terminate by limitations, and a new permit, including fees, shall be secured before such work is started or continues.

*Sec R106.*1 Submittal Documents. Is amended by adding the following: Application for a building permit for structural changes shall require submission of three (3) sets of stamped and signed architectural plans or

drawings complete with all details showing plumbing, electrical, heating, and ventilation schedules and diagrams. Exceptions: Decks, Open porches, Pergolas, or any other permits as determined by CD director and/or designee.

Sec. R107.1 General. Is amended by deleting the same in its entirety and substituting the following: Temporary structures and uses shall conform to the Villa Park Zoning Ordinance.

Sec. R108.2 Schedule of Permit Fees. Is amended by deleting the same in its entirety and by substituting the following: Fees for permits, inspection and/or periodic inspections shall be as prescribed by the Village in Chapter 7, Article II of the Villa Park Municipal Code, as originally adopted and subsequently amended.

Sec. R108.3 Building permit valuations. Add the following to the end of the paragraph. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

Section R109.1.5 is amended by deleting the same in its entirety and by substituting in lieu thereof the following:

R109.1.5 Types of inspections. In addition to the called inspections in sec. 109, the building official shall make or require any other inspections to ascertain compliance with this code and other laws enforced by the building official. Additional inspections required include but are not limited to:

1. Pre-construction, site management inspection.
2. Foundation and drain tile prior to backfill.
3. Any and all underground utilities.
4. Plumbing stack test with water from the highest fixture.
5. Ice barrier.
6. Insulation with required fire blocking and draft stopping in place.
7. New or upgraded electrical service installations prior to activation of service.
8. Concrete pours prior to placement of concrete for all exterior and interior slabs on grade, basement and garage floors, stoops, steps, sidewalks, porches, driveways, deck piers and fence post holes.

Sec. R112 Board of Appeals. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person affected by any notice which has been issued in connection with the enforcement of any provision of this code or any code, rule or regulation adopted pursuant thereto (the "Petitioner"), shall have the right to requires, and shall be granted a hearing on the matter before the Director of Community Development (the "Director") of the Village of Villa Park, provided that such person shall file in the office of Community Development a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the notice was served. The Director shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

b) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Manager of the Village of Villa Park with regard to the Director's decision, provided that the Petitioner shall file in the office of the Village Manager a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Director's decision. The Village Manager shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

c) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Board of the Village of Villa Park with regard to the Village Manager's decision, provided that the Petitioner shall file in the office of the Village Clerk a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Village Manager's decision. The Village Board shall issue a written decision with regard to such within twenty (20) business days of the hearing.

Sec. R113.4 Violation Penalties. Is amended by deleting the same in its entirety and by substituting the following:

Any person, firm or corporation found guilty of violating any of the provisions of this code shall be subject to a fine of not less than seventy-five dollars ($75.00) or more than seven hundred fifty dollars ($750.00) and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this code is committed, continued or permitted. Imposition of a fine upon a finding of guilty shall not preclude the Village from seeking any and all other remedies provided by law, including seeking injunctive or other relief in any court of competent jurisdiction.

Sec. R114 Stop Work Order. Is amended by deleting the same in its entirety and shall refer to Chapter 7, Article III of the Village of Villa Park Ordinance.

CHAPTER 2 DEFINITIONS

The following definition shall be added:

Sec. R202 Definitions.

DRIVEWAY. A private vehicular access-way necessary to provide access from a public street or alley to an approved off-street parking area.

CHAPTER 3 BUILDING PLANNING

Table R301.2(1) Climatic and Geographic Design Criteria shall be amended to read as follows:

Ground snow load	25 lbs/sq. ft.
Wind design (speed)	115 mph
Wind design (topographic effects)	No
Seismic design category	B
Subject to damage from (weathering)	Severe
Subject to damage from (frost line depth)	42" below grade
Subject to damage from (termite)	Moderate to heavy
Winter design temperature	-5°F
Ice barrier underlayment required	Yes
Flood hazards	No
Air freezing index	2,000
Mean annual temperature	48°F
Elevation	699
Latitude	42
Winter heating	1
Summer cooling	88°
Altitude correction factor	.98
Indoor design temperature	72°F
Design temperature cooling	75°F
Heating temperature differential	(72)
Cooling temperature differential	15
Wind velocity heating	15
Wind velocity cooling	7-1/2

Coincident wet bulb	74
Daily range	M
Winter humidity	40
Summer differential	2.25

Sec. 302.1 Exterior Walls. Delete exceptions 3 and 4.

Sec. R302.4.1 is amended by deleting the same in its entirety.

Sec. R302.5.2 Duct penetration. Insert the following at the end of the sentence: Ducts shall be covered with a minimum of ½" gypsum board.

Table R302.6 Delete Row 4 from the table in its entirety.

Sec. R303.10 Required Heating. Is amended by deleting the same in its entirety and by substituting the following:

Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms, bathrooms; and toilet rooms all year. Cooking appliances or portable space heaters shall not be used to provide space heating to meet the requirements of this section.

Sec. R306.2 Add the following to the end: There shall be only one kitchen allowed for one and two family dwellings and townhouses unless permission is granted by the Community Development Director.

Sec. R307.1 Delete Section P2705.1 and insert "Illinois Plumbing Code".

Sec. R308.6.6 Delete "20" and insert "14".

Add new subsection.

R309.1.2 Gas curb. The garage floor surface shall be a minimum of 6 inches below the adjacent top of foundation for the common walls with the living space. A six (6)-inch high by four (4)-inch wide concrete gas curb may be poured against the common walls in lieu of the six (6) inch difference in elevation.

Exception: Existing garage slabs without a gas curb can be replaced without installing a new gas curb.

Sec. R309.5 Fire sprinklers. Delete section in its entirety

Add new section.

Section 310.1 Emergency escape and rescue opening required. Is amended by adding the following: At least one opening shall be provided in the basement common area in addition to any sleeping rooms.

Section R310.6 Dwelling additions. Is amended by deleting exceptions #1 and #3.

Section R310.6 Dwelling additions. Is amended by deleting exception #2 in its entirety and substituting the following: An emergency escape and rescue opening is not required in a new basement where there is an emergency escape and rescue opening in an existing basement that is accessed from the new basement provided it is not through an enclosed room.

Sec. R310.7 Alterations or repairs of existing basements. Is amended by deleting the same in its entirety and substituting the following:

An emergency escape and rescue opening shall be required where existing basements undergo remodeling or repairs if it contains a rec. room, office, play room, exercise room, study, etc.

Sec. R311.2 Egress door. Is amended by deleting the first sentence and inserting the following: Not less than two egress doors shall be provided for each dwelling unit, one of which may be a sliding patio style door or similar. Only one egress door may be required as determined by the Community Development Director.

Sec. R311.7.10.1 Spiral stairways. Add the following to the end of the paragraph: Spiral stairways shall not be used as an element of a means of egress.

Sec. R312.1.1 Where required. Delete 30 and insert "24".

Sec. R312.1.1 is amended by adding the following to the end of the paragraph:

Decorative planter boxes or built-in seating that does not comply with the guard height requirements shall not be substituted for providing a required guard.

Sec. R313 Automatic Fire Sprinkler Systems. Is amended by deleting the same in its entirety.

CHAPTER 4 FOUNDATIONS

Sec. R401.1 Application. Is amended by deleting the last sentence of the first paragraph. Wood foundations are prohibited. Any such references shall be deleted.

Sec. R401.1 Exception is further amended to delete the exceptions.

Sec. R401.1 is further amended to delete the last paragraph of the section.

Secs. R402.1 through 402.1.2 Wood foundations. Are amended by deleting the same in their entirety.

Sec. R403.1.1 is further amended by deleting the second to last sentence of the section.

Figures R403.1(2) and R403.1(3) are amended by deleting the same in their entirety.

Sec. R403.2 is amended by deleting the same in its entirety.

Table No. R404.1.1(1) Plain Concrete and Plain Masonry Foundation Walls. Minimum thickness and allowable depth of unbalanced fill for unreinforced masonry and concrete foundation walls where unstable soil or ground water conditions do not exist in Seismic Categories No. 0, 1, or 2. The provisions of Table No. R404.1.1(1) providing specifications and provisions for 'Masonry of Hollow Units' and 'Rubble Stone' are hereby deleted in their entirety.

Table No. R404.1.1(2) Reinforced Concrete and Masonry Foundation Walls. Requirements for masonry or concrete foundation walls subjected to no more pressure than would be exerted by backfill having an equivalent fluid weight of thirty pounds per cubic foot located in Seismic Categories No. 3 or 4 or subjected to unstable soil conditions. The provisions of Table No. R404.1.1(2) providing specifications and provisions for 'Hollow Masonry' are hereby deleted in their entirety.

Secs. R404.2 through R404.2.6 are amended by deleting the same in their entirety.

Secs. R405.2 through 405.2.3 is amended by deleting the same in their entirety.

Secs. R406.3 through 406.3.4 is amended by deleting the same in its entirety.

CHAPTER 5 FLOORS

Sec. R504 Pressure preservative-treated wood floors (on ground). Is amended by deleting the same in its entirety.

Sec. R506.1 General is amended by deleting "3½" and inserting "4" from the third line.

Sec. R507.3 Footings is amended by deleting Exceptions 1 and 2.

CHAPTER 8 ROOF-CEILING CONSTRUCTION

Sec. R801.3 Roof drainage. Is amended by deleting the same in its entirety and by substituting the following: All dwellings and garages shall have a controlled method of water disposal from roofs that will collect and discharge roof drainage to the ground surface at least five (5) feet from foundation walls, or to an approved drainage system.

CHAPTER 9 ROOF ASSEMBLIES

Add new subsection.

Sec. R908.7 Ventilation. When re-covering or replacing an existing roof, the roof shall be ventilated in accordance with the requirements of Sec. R806.

CHAPTER 10 CHIMNEYS AND FIREPLACES

Add new subsection.

Sec. R1004.6 Insulated fire boxes. When a factory-built fireplace is installed on an outside wall, the frame cavity surrounding the firebox shall be insulated in the same manner as the adjacent wall areas. The product's rating for clearance to combustibles shall be maintained. A minimum of ½" gypsum board shall be installed over combustible materials extending from the bottom of the firebox to the firestop located above the appliance.

Delete the following chapters in their entirety:

Chapters 11, 25-43

APPENDICES

Adopt the following appendices: AE, AF, AH, AK, AM, AO, AT, AW.

Section AE114.3 Footings and foundations. Is amended by deleting "12" and inserting "42" in the last sentence of the first paragraph. Add: Wood foundations are prohibited.

(Ord. No. 4137 , § 2, 3-9-20; Ord. No. 4190 , § 2, 12-21-20)

ARTICLE VI. ELECTRICAL CODE

Sec. 7-601. National Electrical Code—Adoption.

That a certain document, one (1) copy of which is on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as "National Electrical Code, 2020 Edition," as published and copyrighted by the National Fire Protection Association, be and the same is hereby adopted as the electrical code of the Village of Villa Park, State of Illinois; for the regulation of the installation, alteration and use of electrical conductors, electric equipment and other equipment installed in buildings, structures, and other premises for the utilization of electricity for light, heat or power and each and all of the regulations, provisions, conditions, and terms of said National Electrical Code, 2020 Edition, are hereby referred to, adopted and made a part hereof as if fully set out in this ordinance, with the additions, insertions, deletions, and changes, if any, as prescribed in section 7-606 of this article VI.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-602. Enforcement.

The provisions of this article and the National Electrical Code, 2020 Edition, which it adopts and incorporates, shall be enforced by the Village of Villa Park Department of Community Development, its director, and his or her designated representative.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-603. Fees.

The fees for all permits for electrical installations, inspections and/or periodic inspections, shall be as prescribed in Chapter 7, Article II of this code as originally adopted and subsequently amended.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-604. Amendments to Electrical Code—Additions, insertions, deletions, and changes.

The following articles of the 2020 National Electrical Code shall be deleted in their entirety:

Article 322 Flat Cable Assemblies.

Article 324 Flat Conductor Cable.

Article 326 Integrated Gas Spacer Cable.

Article 330 Metal Clad Cable.

Article 332 Mineral Insulated, Metal Sheathed Cable.

Article 334 Nonmetallic Sheathed Cable.

Article 338 Service-Entrance Cable.

Article 340 Underground Feeder and Branch Circuit Cable.

Article 362 Electrical Nonmetallic Tubing.

Article 382 Nonmetallic Extensions.

Article 388 Surface Nonmetallic Raceways.

Article 394 Concealed knob and tube wiring.

Article 396 Messenger Supported Wiring.

Article 398 Open wiring on insulators.

The following articles of the 2020 National Electrical Code are hereby modified:

Article 110.14(A) and (B). Shall be deleted in their entirety and substituted with the following:

(A) The use of stab type screw-less pressure terminals of the conductor push-in type is strictly prohibited.

(B) The use of device terminals for splicing is prohibited.

Article 110.27(B). Add the following to the end of the sentence: In residential occupancies where equipment is exposed to the passage of motor vehicles, bollards, barrier protection or guards shall be installed for equipment protection.

Article 210.8 exception to (5). Is amended by substituting the following after fire alarm: burglar alarm system, refrigerator, freezer, ejector and sump pumps shall not be required to have ground-fault circuit-interrupter protection.

Article 210.19(A)(1) General. Is amended by adding the following to the end of the sentence: All branch circuits shall be wired with copper conductors only.

Article 210.70(A)(1) Lighting Outlets Required. Is amended by adding the following to the end of the sentence. In all habitable rooms with more than one entrance, at least one lighting outlet shall be switched

from at least two of the entrances. In all hallways, at least one lighting outlet shall be switched from the entrances at each end of the hallway when the length is 15 feet or longer.

Article 210.70(A)(3) delete "where these spaces are used for storage or contain equipment requiring servicing."

Article 225.10. Shall be deleted in its entirety and substituted with the following: The installation of outside wiring on surfaces of buildings (or other structures) shall be permitted for circuits of not over 1000 volts, nominal, in rigid metal conduit (RMC) or in intermediate metal conduit (IMC). Circuits over 1000 volts, nominal, shall be installed as provided in 300.37.

Article 230.1. Amended by adding a second sentence: Whenever a service is revised or replaced all pertinent articles of the National Electrical Code and this Ordinance shall apply.

Article 230.2 is amended by adding the following to the end of the paragraph: A separate service shall not be permitted in accessory structures in one and two family dwellings.

Article 230.9(A). Delete "3 ft." and insert "5 ft."

Article 230.23(B). Is amended by deleting the same in its entirety and by substituting the following: The conductors shall not be smaller than 8 AWG copper.

Article 230.24(B)(1). Delete "10 ft." and insert "10 ft. 6 in."

Article 230.24(B)(2). Delete "12 ft." and insert "12 ft. 6 in."

Article 230.30(A) exceptions shall be deleted in their entirety.

Article 230.30(B). Delete the following: # 3, 4, 6, 7, 8, 9 and 10.

Article 230.31(B). Shall be deleted in its entirety and by substituting the following: The conductors shall not be smaller than 8 AWG copper.

Article 230.41. Delete exceptions 4 and 5.

Article 230.42(A) General. Amended by adding the following to the end of the sentence: Service conductors shall be all copper for 200 ampere services or less. 100 ampere service require No. 3 copper conductors and 200 ampere service requires 3/0 copper conductors.

Article 230.43 Wiring Methods. Is amended by deleting the same in its entirety and by substituting the following: Service entrance conductors shall be installed in accordance with the applicable requirements of this code covering the type of wiring method used and shall be limited to the following methods: Rigid metal conduit (RMC), Intermediate metal conduit (IMC), rigid polyvinyl chloride conduit (PVC) underground only.

Article 230.44 shall be deleted in its entirety.

Article 230.54(A) Add the following to the end of the paragraph: All new service heads SHALL be located no more the 25' above the ground AND must be positioned so that the service wire installation has safe access from an extension ladder.

Article 230.70(A)(1) Readily Accessible Location. Is amended by deleting the same in its entirety and substituting the following: "The service disconnecting means shall be installed at a readily accessible location either outside of a building or structure, inside nearest the point of entrance of the service conductors, in any case within five (5) feet of conduit and conductor entrance to the building. The service disconnecting means shall not be located in an enclosed room, including but not limited to, a bedroom, office, study, play room or similar room".

Article 230.71(A) Maximum Number of Disconnects. Amended by adding to this section the following: "It is the intent of this section to require no more than six (6) operations of switches, buttons, breakers, etc. to

disconnect all power entering the service location. Each service more than 250 volts to ground and in excess of 800 AMPS shall have a single main to open all ungrounded conductors."

Article *230.79(C). One-Family Dwellings*. Add the following: The main panelboard shall have a minimum of 20 spaces.

Article 250.62—Grounding Electrode Conductor Material. Is amended by deleting the words: Aluminum or copper clad aluminum from the first sentence.

Article 250.64(A). Is amended by deleting in its entirety and by substituting the following: The following provisions shall control the grounding of services and shall supersede any conflicting provisions in the National Electrical Code, 2020 Edition.

When water is supplied by the Village, the service grounding conductor shall be connected to the water pipe on the supply side of the meter unless otherwise approved by the Director of Community Development of the Village of Villa Park. The grounding electrode conductor for the service shall terminate at the street side of the domestic water service and shall be protected by rigid metal conduit, intermediate metal conduit or electrical metallic tubing. The grounding electrode conductor shall be copper and the water meter shall be provided with an adequate jumper.

Article 250.118(1). Delete aluminum, copper-clad aluminum from the first sentence and numbers 5, 6, 7, 8, 9 and 10 in their entirety.

Article 300.5(A). Minimum cover requirements. Delete "Direct-buried cable or" from the first sentence.

Article 300.5(C) is amended deleting in its entirety and by substituting the following: Rigid metal conduit (RMC), intermediate metal conduit (IMC) or rigid polyvinyl chloride conduit (PVC) shall be used in all concrete and underground installations.

Article 300.5(C) is amended by deleting the exceptions.

Table 300.5 Minimum Cover Requirements 0 to 1000 volts. Is amended by deleting Column 1 in its entirety.

Article 300.50(A). Delete the second sentence and insert: Conductors shall be installed in rigid metal conduit, intermediate metal conduit or PVC schedule 80 conduit.

Table 300.50 is amended by deleting column 1 in its entirety.

Article 310.1 is amended by adding the following to the end of the paragraph: "All conductors #2000 kcmil and smaller shall be copper.

Article 310.3(A) Minimum Size of Conductors. Add the following to the end of the first sentence: "Except in residential uses, conductors used in systems exceeding 50 volts shall be #12 or larger."

Article 310.3(B). Add the following to the end of the first sentence: "All conductors #2000 kcmil and smaller shall be copper."

Article 310.10(E) is amended by deleting the same in its entirety.

Article 314.3 is amended by deleting the same in its entirety.

Article 352.10(A) Concealed. Is amended by deleting the same in its entirety.

Article 355.10(A) Concealed. Is amended by deleting the same in its entirety.

Article 356.10(4) Uses Permitted. Is amended by deleting the same in its entirety.

Article 358.10(B) Corrosion Protection. Shall be deleted in its entirety

Article 358.42 Couplings and Connectors. Is amended by adding the following to the end: "Only set-screw type fittings and compression type fittings shall be installed.

Add new subsection.

Article 410.16(D) Closet Storage Space. In residential occupancies, all clothes closets over six (6) square feet shall have an approved luminaire installed.

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE VII. MECHANICAL CODE

Sec. 7-701. Adoption of a mechanical code.

That a certain document, one (1) copy of which is on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as The International Mechanical Code, 2021 Edition, as published by the International Code Council, Inc., be and the same is hereby adopted as the mechanical code of the Village of Villa Park, State of Illinois; for the control of mechanical systems of building and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the said International Mechanical Code, 2021 Edition, are hereby referred to, adopted and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in section 7-703 of this article VII.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-702. Enforcement.

The provisions of this article and the International Mechanical Code, 2021 Edition, which it adopts and incorporates, shall be enforced by the Villa Park Department of Community Development, its director and his/her designated representative.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-703. Amendments to the mechanical code; additions, insertions, deletions and changes.

CHAPTER 1 - ADMINISTRATION

Sec. 101.1 Title. Is amended by deleting the same in its entirety and by substituting the following: These provisions shall be known as the Mechanical Code of Village of Villa Park and shall be cited as such and will be referred to herein as "this code."

Sec. 102.11 Is amended by adding the following to the end of the paragraph: Wherever reference is made to the International Plumbing Code, such reference shall be deemed to refer to the applicable section of the current Illinois Plumbing Code, as adopted by the Village of Villa Park.

Sec. 101.3 Creation of Agency. Insert: The Community Development Department.

Sec. 106.1 Where required. Is amended by deleting the same in its entirety and by substituting the following: It shall be unlawful to proceed with the alteration, repair, conversion, replacement, removal or installation of any mechanical systems within the village unless a permit therefore shall have been first obtained from the Community Development Department. A completed permit application with a required drawings and specifications shall be submitted in its entirety prior to commencement of review. Such permit shall be posted in a

conspicuous place upon the premises for which it is issued, and shall remain so posted at all times until the work is completed and approved.

Secs. 106.1.1 and 106.1.2 Annual permits. Are amended by deleting the same in their entirety.

Sec. 106.3.3 Time Limitation of Application. Is amended by deleting the same in its entirety and by substituting the following: An application for which no permit is issued within 90 days of filing shall be deemed expired unless such application has been diligently prosecuted. Reapplication shall include resubmittal of plans and fee. One or more extensions of time for periods of not more than 90 days each shall be permitted to be allowed by the building official for the application, provided justifiable cause is demonstrated.

Add new subsection.

Sec. 106.3.3.1 Time Limit for Obtaining Building Permits. An applicant must take possession of a permit within 30 days after notification by the Community Development Department that his/her permit has been approved. If the applicant does not take possession of a permit within 30 days, then the permit application shall be considered null and void. The application for permit shall be destroyed after 60 days if the applicant has not reapplied.

Sec. 106.4.3 Expiration. Is amended by deleting the same in its entirety and by substituting the following: Any permit issued shall become invalid if the authorized work is not commenced within 180 days after the time of commencing the work or if the building or work authorized by such permit is suspended or abandoned for a period of 180 days or more after the work has commenced. After the building permit is issued, it shall be the obligation of the applicant to take reasonable and appropriate action so that the work, which is the subject of the permit, is commenced and completed in a diligent manner. Before such work commences or is resumed, a permit extension or renewal is required.

Sec. 106.4.4 Extensions. A permittee holding an unexpired permit shall be permitted to apply for a one-time 180-day extension provided the permittee shows good and satisfactory reasons beyond their control that the work cannot be commenced within the 180-day period from the original permit issue date. No additional fee is required for the one time extension.

Sec. 109.2 Fee Schedule. Is amended by deleting the same in its entirety and by substituting the following: The fees for all permits for mechanical work, inspections and/or periodic inspections shall be as prescribed in Chapter 7, Article II of the Villa Park Municipal Code as originally adopted and subsequently amended.

Sec. 109.6 Fee refunds. Is amended by deleting the same in its entirety.

Sec. 113 Stop Work Order. Is amended by deleting the same in its entirety and refer to Chapter 7, Article III of the Village of Villa Park Municipal Code.

Sec. 114.1 Application for appeal. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person affected by any notice which has been issued in connection with the enforcement of any provision of this Code or any code, rule or regulation adopted pursuant thereto (the "Petitioner"), shall be granted a hearing on the matter before the Director of Community Development (the "Director") of the Village of Villa Park, provided that such person shall file in the office of Community Development a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the notice was served. The Director shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

b) The Petitioner shall have the right to a hearing before the Village Manager of the Village of Villa Park with regard to the Director's decision, provided that the Petitioner shall file in the office of the Village Manager a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Director's decision. The Village Manager

shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

c) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Board of the Village of Villa Park with regard to the Village Manager's decision, provided that the Petitioner shall file in the office of the Village Clerk a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Village Manager's decision. The Village Board shall issue a written decision with regard to such within twenty (20) business days of the hearing.

Secs. 114.2 through 114.4 are amended by deleting the same in their entirety.

Sec. 115.4 Violation Penalties. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person, firm or corporation found guilty of violating any of the provisions of this code shall be subject to a fine of not less than seventy-five dollars ($75.00) or more than seven hundred fifty dollars ($750.00) and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this code is committed, continued or permitted. Imposition of a fine upon a finding of guilty shall not preclude the Village from seeking any and all other remedies provided by law, including seeking injunctive or other relief in any court of competent jurisdiction.

b) In addition to the penalties provided herein, the Director of Community Development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

Sec. 602.2 Delete second paragraph in its entirety.

Sec. 602.3 Delete section in its entirety.

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE VIII. PLUMBING CODE

Sec. 7-801. Adoption of a plumbing code.

That a certain document, two (2) copies of which are on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as the Plumbing Code of the Illinois Department of Public Health, latest edition as published by the State of Illinois, be and is hereby adopted as the plumbing code of the Village of Villa Park, in the State of Illinois; for the control and regulation of plumbing systems and of buildings and structures as herein provided; and each and all of the regulations, provisions, conditions and terms of said Plumbing Code, latest edition, of the Illinois Department of Public Health are hereby referred to, adopted and made a part hereof, as if fully set out in this article.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-802. Enforcement.

The provisions of this article and the Illinois Plumbing Code, latest edition, of the Illinois Department of Public Health, which it adopts and incorporates, shall be enforced by the Village of Villa Park Community Development Department, its director, and his or her designated representatives.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-803. Fees.

The fees for all permits for all plumbing work, inspections and/or periodic inspections shall be as prescribed in Chapter 7, Article II of this code as originally adopted and subsequently amended.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-804. Violation; penalties.

(a) Any person, firm or corporation found guilty of violating any of the provisions of this code shall be subject to a fine of not less than seventy-five dollars ($75.00) or more than seven hundred fifty dollars ($750.00) and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this code is committed, continued or permitted. Imposition of a fine upon a finding of guilty shall not preclude the village from seeking any and all other remedies provided by law, including seeking injunctive or other relief in any court of competent jurisdiction.

(b) In addition to the penalties provided herein, the Director of Community Development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-805. Reserved.

Sec. 7-806. Responsibility of plumbing contractors.

(a) Plumbing contractors shall be solely responsible for requesting plumbing inspections; twenty-four (24) hours' notice of such inspections shall be given to the Director of Community Development or his/her designee.

(b) A copy of the plumbing contractor's current state or City of Chicago “055” plumbing license shall be on file with the Community Development Director prior to issuing a plumbing permit.

(c) Plumbing contractors shall be responsible for any changes in design or addition of fixtures. The community development director or his/her designee shall be notified of any changes on which original permit was issued. Plumbing drawings shall be required on all plans of residential, commercial, industrial and multiple-family structures.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-807. Water conservation.

All plumbing work to be in strict accordance with the village's water conservation program. Plumbing contractors shall be responsible for the installation of suitable flow control devices where manufacturers' items do not conform to regulations. The addition of aerators with flow control features will not be permitted on new or replacement installations.

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE IX. PROPERTY MAINTENANCE CODE

Sec. 7-901. Adoption of a property maintenance code.

That a certain document, one (1) copy of which is on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as The International Property Maintenance Code, 2021 Edition, as published by the International Code Council, Inc., be and is hereby adopted as the Property Maintenance Code of the Village of Villa Park for the regulation and control of existing structures and buildings as herein provided; and each and all of the regulations, standards, provisions, guidelines, conditions and terms of said International Code Council's 2021 International Property Maintenance Code, are hereby adopted and incorporated by reference and made a part hereof as if fully set out herein, with the additions, deletions, insertions and changes, if any, as prescribed and stated in section 7-903 of this Article IX.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-902. Enforcement.

The provisions of this article and the International Property Maintenance Code 2021, which it adopts and incorporates, shall be enforced by the Villa Park Department of Community Development, its director and his or her designated representatives.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-903. Amendments to the property maintenance code.

The following sections of the code herein adopted are amended and revised by addition, deletion, insertion and change as follows:

CHAPTER 1 - ADMINISTRATION

Sec. 101.1 Title. Delete in its entirety and substitute the following: These provisions shall be known as the Property Maintenance Code of Village of Villa Park and shall be cited as such and will be referred to herein as "this code."

Sec. 102.3 Application of other codes. Is amended by deleting and replacing the last sentence by substituting the following:

Nothing in this code shall be construed to cancel, modify or set aside any provisions of the jurisdiction's zoning code. In the event of conflict, the most restrictive provision shall apply.

Sec. 102.7 Referenced codes and standards. Is amended by deleting the same in its entirety and by substituting the following: The codes and standards referenced in this code shall be those that have been adopted by the Village of Villa Park and considered part of the requirements of this code to the prescribed extent of each such reference.

Section 103.1 Creation of Agency. Insert: Community Development Department

Sec. 107 Means of appeal. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person affected by any notice which has been issued in connection with the enforcement of any provision of this Code or any code, rule or regulation adopted pursuant thereto (the "Petitioner"), shall have the right to a hearing on the matter before the Director of Community Development (the "Director") of the Village of Villa Park, provided that such person shall file in the office of Community Development a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the notice was served. The Director shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

b) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Manager of the Village of Villa Park with regard to the Director's decision, provided that the Petitioner shall file in the office of the Village Manager a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Director's decision. The Village Manager shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

c) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Board of the Village of Villa Park with regard to the Village Manager's decision, provided that the Petitioner shall file in the office of the Village Clerk a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Village Manager's decision. The Village Board shall issue a written decision with regard to such within twenty (20) business days of the hearing.

Sec. 109.4 Violation penalties. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person, firm or corporation found guilty of violating any of the provisions of this code shall be subject to a fine of not less than seventy-five dollars ($75.00) or more than seven hundred fifty dollars ($750.00) and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this code is committed, continued or permitted. Imposition of a fine upon a finding of guilty shall not preclude the Village from seeking any and all other remedies provided by law, including seeking injunctive or other relief in any court of competent jurisdiction.

b) In addition to the penalties provided herein, the Director of Community Development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

Sec. 110 Stop Work Order. Is amended by deleting the same in its entirety and shall refer to Chapter 7, Article III of the Village of Villa Park Ordinance.

CHAPTER 2 - DEFINITIONS

Sec. 201.3 Terms defined in other codes. Is amended by deleting the same in its entirety and by substituting the following:

Where terms are not defined in this code and are defined in the building, existing building, plumbing, electrical, residential, fuel gas, mechanical and fire codes adopted by the Village of Villa Park, such terms shall have the meanings ascribed to them as in those codes. Exception to remain.

Sec. 202 General Definitions.

Bathroom: Is amended by deleting the same in its entirety and by substituting the following: A room containing a lavatory, water closet, bathtub and/or shower.

Bedroom: Is amended by deleting the same in its entirety and by substituting the following: A bedroom is defined as a segregated and separate room or space used or intended to be used for sleeping purposes and delineated by four (4) fixed walls, a closet and a door containing a minimum of at least seventy (70) square feet of floor area for a single occupant and every bedroom occupied by more than one person shall contain at least fifty (50) square feet of floor area for each occupant thereof, for the health, safety and welfare of the residents of the Village of Villa Park, excepting studios. It shall be prohibited to occupy any residence that fails to satisfy the minimal floor area set forth herein for any residential occupancy.

Insert new definition:

Debris: An accumulation of one or more of the following items; tin cans, glass jars, bottles, scrap glass, paper cartons, scraps of paper, boxes, ashes, iron, old hot water tanks, oil storage tanks, tin or other metal

materials, refuse, rubbish, junk, waste, manure, straw, piles of grass clippings, lumber, old bricks, concrete blocks, chunks of broken concrete, plaster board, discarded furniture, mattresses, bed springs, portable swimming pools in disrepair, operable or inoperable household appliances, lawn and garden equipment, inoperable bicycles, plumbing materials, electrical supplies or cords, or other like matter or things.

Insert new definition:

Public nuisance: Includes the following:

1. The physical condition, or use of any premises regarded as a public nuisance at common law; or
2. Any physical condition, use or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations and unsafe fences or structures; or
3. Any premises which has unsanitary sewerage disposal facilities or plumbing facilities; or
4. Any premises designated as unsafe for human habitation or use; or
5. Any premises which is manifestly capable of being a fire hazard, or is manifestly unsafe or unsecured as to endanger life, limb or property; or
6. Any premises from which the plumbing, heating and/or facilities required by this code have been removed, or from which utilities have been disconnected, destroyed, removed or rendered ineffective, or the required precautions against trespassers have not been provided; or
7. Any premises which is unsanitary, or which is littered with rubbish, debris or garbage, or which has an uncontrolled growth of weeds; or
8. Any structure or building that is in a state of dilapidation, deterioration or decay, faulty construction, overcrowded, open, vacant or abandoned; damaged by fire to the extent so as not to provide shelter, in danger of collapse or failure or dangerous to any one on or near the premises."

CHAPTER 3 - GENERAL REQUIREMENTS

Sec. 301.2 Responsibility. Delete first sentence and replace with: The owner of the premises shall maintain the structures, fixtures and exterior property in compliance with these requirements, except as otherwise provided for in this code.

Sec. 301.3 Vacant structures and land. Add the following to the end of the sentence:

Any owner of a vacant structure shall be required to register that property with the Community Development Department if said property is determined by Village inspection to have met the requirements of being vacant as prescribed in Article XIII of the Municipal Code of Villa Park.

Sec. 302.1 Sanitation. Insert after sanitary condition "and free from any accumulation of rubbish, debris or garbage."

Sec. 302.4 Weeds. Insert "six (6) inches."

Add new subsection.

Sec. 302.10 Open fires. Open fires shall be prohibited except as specifically approved by the fire official.

Add new subsection:

Sec. 302.11 Dead vegetation. Any vegetation that is dead, whether in whole or in part and in the opinion of the code official is capable of causing property or utility damage shall be removed. Any vegetation that is dead, whether in whole or in part and within any yard shall be removed. Any vegetation removed that is a

part of a required landscaping area shall be replaced with live plants as approved by the Director of Community Development or his/her designee.

Add new subsection:

Sec. 304.3.1 Multi-Premises identification.

a) Where there are more than four (4) spaces/units located in a single commercial or industrial structure, each rear street level exterior door shall be marked with the corresponding street address and the identification of the occupancy. The numbering and lettering shall be no less than two and one-half (2½) inches in height and in contrast coloring to that of the coloring of the door(s). The placement of the numbering and lettering shall be a height of six (6) feet from the door threshold and shall be uniform throughout the commercial or industrial structure. All fire protection rooms, with direct outside ground access, shall be identified with the works, "Fire Protection Equipment Room" which shall appear on the door to said room in the same manner as the street address. Where fire protection rooms have interior access only, these rooms shall be identified as such with lettering or acceptable symbols, in the same manner as the street address, except that said lettering or acceptable symbols shall be no less than one (1) inch in height.

b) Where there are more than four (4) multi-family residential units, addresses shall be displayed on both the front and rear of the buildings.

c) Where there is an assigned and/or privately owned and designated vehicular parking spot for multi-family residences that area must also be labeled with the individual unit address.

Sec. 304.6 Exterior walls. Add the following to the end of the sentence:

Exterior masonry walls shall be free from broken or missing mortar and bricks, and shall be maintained by brick replacement, masonry repair, repainting or tuck pointing to maintain wall integrity and weatherproofing.

Sec. 304.14 Insect screens. Insert: "April 1 to December 1."

Sec. 304.15 Doors. Is amended by adding the following to the end of the paragraph: Minimum thickness shall be 1⅜" solid wood door or honeycombed core steel door. Sleeping rooms and bedrooms shall have doors that are at least six (6) feet eight (8) inches in height and be side-hinged, readily openable, and provided with latching hardware.

Sec. 305.3 Interior surfaces. Is amended by deleting the same in its entirety and by substituting the following:

All interior surfaces, including windows and doors, shall be maintained in a clean and sanitary condition. Abraded, chipping, flaking or peeling paint shall be removed, repaired or surface coated. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected. Surfaces shall have no signs of chronic or persistent moisture, mold or mildew. Materials discolored or deteriorated by water or moisture damage shall be cleaned, dried or otherwise repaired and the underlying cause corrected.

Sec. 307.1 General. Is amended by deleting the same in its entirety and by substituting the following:

Every exterior and interior flight of stairs having three or more risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 24 inches above the floor or grade below shall have guards. Handrails shall not be less than 34 inches high or more than 38 inches high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 36 inches high above the floor of the landing, balcony, porch, deck or ramp or other walking surface. Open sides of stairs with a total rise of more than 24 inches above the floor or grade below shall have guardrails not less than 34 inches in height measured vertically from the nosing of the treads.

Exception: Guards shall not be required where exempted by the adopted building code.

Sec. 308.1 Accumulation of rubbish or garbage. Is amended by deleting the same in its entirety and by substituting the following: Exterior property and premises, and the interior of every structure, shall be free from any accumulation of debris, garbage and rubbish.

Add new subsection:

Sec. 308.4 Disposal of debris. Every occupant of a structure shall dispose of debris in a clean and sanitary manner by placing such debris in an approved debris disposal facility or approved debris containers, and such disposal shall take place in compliance with the provisions of Chapter 10 of the Villa Park Municipal Code.

CHAPTER 4 - LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

Sec. 401.2 Responsibility. Add the following to the end of the paragraph:

No owner, operator or occupant shall cause any equipment, facility, service or utility which is required under this code to be discontinued, removed or shut off for any occupied dwelling or dwelling unit let or occupied; except for such temporary interruption as may be necessary while alterations or repairs are in process. Discontinuation of services by the appropriate authorities or utilities during temporary emergencies shall not be cause for violation of this code.

Sec. 404.3 exc. 2 is deleted in its entirety.

Sec. 404.4.4 Prohibited occupancy. Is amended by deleting the same in its entirety and by substituting the following:

Prohibited sleeping areas are defined as kitchens, as well as living rooms, dining rooms and other rooms which are not designated or qualified as bedrooms, as defined and qualified herein, which shall not be used for sleeping purposes.

It shall be prohibited to use for sleeping purposes any kitchen, hallway, closet, basement (unless it meets the bedroom requirements listed herein), storage room, public area, dining room, living room or uninhabitable space.

CHAPTER 5 - PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

Sec. 501.2 Responsibility. Add the following to the end of the paragraph:

No owner, operator or occupant shall cause any equipment, facility, service or utility which is required under this code to be discontinued, removed or shut off for any occupied dwelling or dwelling unit let or occupied; except for such temporary interruption as may be necessary while alterations or repairs are in process. Discontinuation of services by the appropriate authorities or utilities during temporary emergencies shall not be cause for violation of this code.

Sec. 502.2 Rooming houses. Is amended by deleting the same in its entirety and by substituting the following:

At least one water closet, lavatory and bathtub or shower shall be supplied for each habitable story, including basement.

Sec. 507.1 General. Is amended by deleting the same in its entirety and by substituting the following: Drainage of roofs, sump pits and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance. All drainage terminations from any source shall discharge no closer than ten (10) feet, where feasible to do so, from any adjacent property line or public way onto a pervious surface and in no way shall any discharge cause a nuisance.

CHAPTER 6 - MECHANICAL AND ELECTRICAL REQUIREMENTS

Sec. 601.2 Responsibility. Add the following to the end of the paragraph:

No owner, operator or occupant shall cause any equipment, facility, service or utility which is required under this code to be discontinued, removed or shut off for any occupied dwelling or dwelling unit let or occupied;

except for such temporary interruption as may be necessary while alterations or repairs are in process. Discontinuation of services by the appropriate authorities or utilities during temporary emergencies shall not be cause for violation of this code.

Sec. 602.2 Residential occupancies. Is amended by deleting the same in its entirety and by substituting the following:

Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68 degrees F in all habitable rooms, bathrooms; and toilet rooms all year. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

Sec. 602.3 Heat supply. Is amended by deleting the same in its entirety and by substituting the following: Every owner and operator of any building, who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, shall maintain a temperature of not less than 68 degrees F (18 degrees C) at any time during the year in all habitable rooms, bathrooms and toilet rooms.

Sec. 602.4 Occupiable work spaces. Is amended by deleting the same in its entirety and by substituting the following:

Indoor occupiable work spaces shall maintain a temperature of not less than 68 degrees Fahrenheit (18 degrees C) at any time during the year in all applicable work space areas.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

CHAPTER 7 - FIRE SAFETY REQUIREMENTS

Sec. 701.2 Responsibility. Add the following to the end of the paragraph:

No owner, operator or occupant shall cause any equipment, facility, service or utility which is required under this code to be discontinued, removed or shut off for any occupied dwelling or dwelling unit let or occupied; except for such temporary interruption as may be necessary while alterations or repairs are in process. Discontinuation of services by the appropriate authorities or utilities during temporary emergencies shall not be cause for violation of this code.

CHAPTER 8 - REFERENCED STANDARDS

Chapter 8 Referenced Standards. Is amended by deleting the same in its entirety and by substituting the following:

The codes and standards referenced in this chapter shall be those that have been adopted by the Village of Villa Park and considered as part of the requirements of this code to the prescribed extent of each such reference.

Delete the following references in Chapter 8 in their entirety:

International Plumbing Code

International Zoning Code

APPENDICES

Adopt the following appendix:

Appendix A: Boarding Standard

Section A101.1 General. Add the following:

No structure or portion thereof shall remain boarded for any longer than ninety (90) days without those repairs and/or corrections necessary being completed to have the boarding removed unless an extension is approved by the Community Development Director or his/her designee.

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE X. ACCESSIBILITY CODE

Sec. 7-1001. Adoption of code and standards.

That a certain document, one (1) copy of which is on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as the "Illinois Accessibility Code, most current edition as printed by the State of Illinois and is hereby adopted as the "Accessibility Code for the Village of Villa Park," in the State of Illinois; for the control and regulation of providing access to the built environment by environmentally limited persons as therein provide; and each all of the regulations, provision, conditions and terms of said Illinois Accessibility Code and standards referenced therein are hereby adopted and incorporated by reference and made a part hereof as if fully set out in this article.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1002. Enforcement; penalty.

(a) The provisions of this article and the Illinois Accessibility Code, shall be enforced by the Village of Villa Park Community Development Department, its director, and his or her designated representative or may be referred to the appropriate agency or official as set forth in Section 101.6 of the Illinois Accessibility Code for civil enforcement.

(b) Any person, firm, company, corporation or other entity which disobeys violates, omits, neglects or refuses to comply with this article or the provisions thereof, shall be deemed guilty of a violation of this article, punishable by a fine of not less than seventy-five dollars ($75.00) nor more than seven hundred fifty dollars ($750.00). Each day or portion thereof a violation or non-compliance continues or exists shall be considered a separate offense.

(c) In addition to the penalties provided herein, the director of community development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1003. Conflicting provision.

The provisions of the Illinois Accessibility Code and referenced standards contained therein shall constitute the minimum standards for accessibility and to the extent that any other ordinance of the village conflicts with the provisions of this article or the publications adopted by the provisions of this article, the provisions of this article or the publications adopted hereby shall prevail.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1004. Effect.

Except to the extent required by the Environmental Barriers Act or the Illinois Accessibility Code, nothing in this article or the Illinois Accessibility Code and reference standards adopted hereby shall be construed to affect any litigation, lawsuit or impending court proceeding, or any rights acquired, liability incurred, or any cause or cause of action acquired or existing; nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this article.

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE XI. FUEL GAS CODE

Sec. 7-1101. Adoption of fuel gas code.

That a certain document, one (1) copy of which is on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as The International Fuel Gas Code, 2021 Edition, as published by the International Code Council, Inc., be and the same is hereby adopted as the Fuel Gas Code of the Village of Villa Park, State of Illinois; for the control of fuel gas systems of building and structures as herein provided; and each and all of the regulations, provisions, conditions and terms of the said International Fuel Gas Code, 2021 Edition, are hereby referred to, adopted and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in section 7-1103 of this article XI.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1102. Enforcement.

The provisions of this article and the International Fuel Gas Code, 2021 Edition, which it adopts and incorporates, shall be enforced by the Villa Park Department of Community Development, its director and his/her designated representative.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1103. Amendments of fuel gas code; additions, insertions, deletions and changes.

CHAPTER 1 ADMINISTRATION

Sec. 101.1 Title. Is amended by deleting the same in its entirety and by substituting the following: These provisions shall be known as the Fuel Gas Code of the Village of Villa Park and shall be cited as such and will be referred to herein as "this code."

Sec. 106.1 Where required. Is amended by deleting the same in its entirety and by substituting the following: It shall be unlawful to proceed with the erection, enlargement, alteration, repair, removal, conversion, of the fuel gas systems, unless a permit therefore shall have been first obtained from the Community Development Department. A completed permit application with a required drawings and specifications shall be submitted in its entirety prior to commencement of review. Such permit shall be posted in a conspicuous place upon the premises for which it is issued, and shall remain so posted at tall times until the work is completed and approved.

Sec. 109.2, Fee Schedule. Is amended by deleting the same in its entirety and by substituting the following: The fees for all permits for mechanical work, inspections and/or periodic inspections shall be as prescribed in Chapter 7, Article II of the Villa Park Municipal Code.

Sec. 113. Means of Appeal. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person affected by any notice which has been issued in connection with the enforcement of any provision of this Code or any code, rule or regulation adopted pursuant thereto (the "Petitioner"), shall have the right to require, and shall be granted a hearing on the matter before the Director of Community Development (the "Director") of the Village of Villa Park, provided that such person shall file in the office of Community Development a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the notice was served. The Director shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

b) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Manager of the Village of Villa Park with regard to the Director's decision, provided that the Petitioner shall file in the office of the Village Manager a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Director's decision. The Village Manager shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

c) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Board of the Village of Villa Park with regard to the Village Manager's decision, provided that the Petitioner shall file in the office of the Village Clerk a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Village Manager's decision. The Village Board shall issue a written decision with regard to such within twenty (20) business days of the hearing.

Sec. 115.4. Violation Penalties. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person, firm or corporation found guilty of violating any of the provisions of this code shall be subject to a fine of not less than seventy-five dollars ($75.00) or more than seven hundred fifty dollars ($750.00) and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this code is committed, continued or permitted. Imposition of a fine upon a finding of guilty shall not preclude the village from seeking any and all other remedies provided by law, including seeking injunctive or other relief in any court of competent jurisdiction.

b) In addition to the penalties provided herein, the Director of Community Development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

Add new Section:

Sec. 115.7 Enforcement. The provisions of this article and The International Fuel Gas Code, 2021 Edition, which it adopts and incorporates, shall be enforced by the Village Department of Community Development, its Director and his or her designees.

Sec. 116 Stop Work Orders. Is amended by deleting the same in its entirety and shall refer to Chapter 7, Article III of the Village of Villa Park Ordinance.

Delete the following references in Chapter 8 in their entirety:

International Plumbing Code

APPENDICES

Adopt the following appendices:

A, B, C, D

ARTICLE XII. FIRE CODE

Sec. 7-1201. Adoption of a fire code.

A certain document, one (1) copy of which is on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as the "International Fire Code, 2021 Edition," as published by the International Code Council, Inc., be and is hereby adopted as the fire code of the Village of Villa Park, State of Illinois; for the control of fire hazards as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the said International Fire Code, 2021 Edition, are hereby referred to, adopted and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in section 7-1203 of this article.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1202. Enforcement.

The provisions of this article and the International Fire Code, 2021 Edition, which it adopts and incorporates, shall be enforced by the Villa Park Department of Community Development, its director and his/her designated representative.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1203. Amendments of fire code; additions, insertions, deletions and changes.

CHAPTER 1 SCOPE AND ADMINISTRATION

Sec. 101.1. Title. Is amended by deleting the same in its entirety and by substituting the following: These provisions shall be known as the Fire Code of the Village of Villa Park and shall be cited as such and will be referred to herein as "this code."

Sec. 102.6 Historic buildings. Shall be deleted in its entirety.

Sec. 103.2 Appointment. Is amended by deleting the same in its entirety and by substituting the following: The fire code official shall be the Director of Community Development.

Secs. 105.1.6 and 105.1.6.1 Annual permits. Are amended by deleting the same in their entirety.

Sec. 105.2.3 Time Limitation of Application. Is amended by deleting the same in its entirety and substituting the following: An application for which no permit is issued within 90 days of filing shall be deemed expired unless such application has been diligently prosecuted. Reapplication shall include resubmittal of plans and fee. One or more extensions of time for periods of not more than 90 days each shall be permitted to be allowed by the building official for the application, provided justifiable cause is demonstrated.

Add new subsection.

Sec. 105.2.3.1 Time Limit for Obtaining Building Permits. An applicant must take possession of a permit within 30 days after notification by the Community Development Department that his/her permit has been approved. If the applicant does not take possession of a permit within 30 days, then the permit application shall be considered null and void. The application for permit shall be destroyed after 60 days if the applicant has not reapplied.

Sec. 105.3.1 Expiration. Is amended by deleting the same in its entirety and by substituting the following: Any permit issued shall become invalid if the authorized work is not commenced within 180 days after the time of commencing the work or if the building or work authorized by such permit is suspended or abandoned for a period of 180 days or more after the work has commenced. After the building permit is issued, it shall be the obligation of the applicant to take reasonable and appropriate action so that the work, which is the subject of the permit, is commenced and completed in a diligent manner. Before such work commences or is resumed, a permit extension or renewal is required.

Sec. 105.3.2 Extensions. A permittee holding an unexpired permit shall be permitted to apply for a one-time 180-day extension provided the permittee shows good and satisfactory reasons beyond their control that the work cannot be commenced within the 180-day period from the original permit issue date. No additional fee is required for the one time extension.

Sec. 105.4.2.1. Fire Protection System Shop Drawings. Add the following to the end of this section: Provide a copy of the hydraulic nameplate for each hydraulically calculated automatic fire sprinkler system area identified on submitted shop drawings.

Section 106.2.2 - Fire Protection System Shop Drawings. Is amended by adding the following to the end of this section: Provide a copy of the hydraulic nameplate for each hydraulically calculated automatic fire sprinkler system area identified on submitted shop drawings.

Sec. 107.2 Schedule of permit fees. Is amended by deleting the same in its entirety and by substituting the following: The fees for all permits for inspections and/or periodic inspections shall be as prescribed Chapter 7, Article II of the Villa Park Municipal Code as originally adopted and subsequently amended.

Sec. 111 Board of Appeals. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person affected by any notice which has been issued in connection with the enforcement of any provision of this Code or any code, rule or regulation adopted pursuant thereto (the "Petitioner"), shall have the right to require, and shall be granted a hearing on the matter before the Director of Community Development (the "Director") of the Village of Villa Park, provided that such person shall file in the office of Community Development a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the notice was served. The Director shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

b) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Manager of the Village of Villa Park with regard to the Director's decision, provided that the Petitioner shall file in the office of the Village Manager a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Director's decision. The Village Manager shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

c) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Board of the Village of Villa Park with regard to the Village Manager's decision, provided that the Petitioner shall file in the office of the Village Clerk a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Village Manager's decision. The Village Board shall issue a written decision with regard to such within twenty (20) business days of the hearing.

Section 109.3 Recordkeeping. Is amended by adding the following paragraph:

All service providers who inspect or test fire protection systems within the Village of Villa Park are required to register and submit all test, inspection and service reports electronically through the Village's third-party inspection records management vendor. A fee of $15.00 per annual submittal will be paid by the service provider directly to the Village's third-party inspection records management vendor.

Sec. 112.4 Violation penalties. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person, firm or corporation found guilty of violating any of the provisions of this code shall be subject to a fine of not less than seventy-five dollars ($75.00) or more than seven hundred fifty dollars ($750.00) and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this code is committed, continued or permitted. Imposition of a fine upon a finding of guilty shall not preclude the village from seeking any and all other remedies provided by law, including seeking injunctive or other relief in any court of competent jurisdiction.

b) In addition to the penalties provided herein, the Director of Community Development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

Sec. 113Stop Work Order. Is amended by deleting the same in its entirety and shall refer to Chapter 7, Article III of the Village of Villa Park Ordinance. CHAPTER 3 GENERAL REQUIREMENTS

Sec. 307.1 General. Is amended by deleting the same in its entirety and by substituting the following: Open burning is prohibited except with the express written permission of the fire code official or his designee.

Exceptions: Recreation fires for cooking food on grills, barbecues, kettles, smokers, and similar appliances. Fire pits, fire rings or other fires on the ground are prohibited. The burning of seasoned firewood in an approved outdoor fireplace is allowed, as long as:

- The wood used shall be cut into logs and not freshly cut or "green." The appliance used shall have a secure, suitable cover and suitable screening in place on its sides.
- The fire code official or his designee may prohibit the use of an outdoor fireplace if the products of combustion create or add to a hazardous or objectionable situation, or creates a hazard.
- Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet of a structure or combustible material.
- A portable fire extinguisher or other approved extinguishing agent such as sand, dirt, or water in sufficient quantity shall be available for immediate use.
- The fire shall not be permitted to create excessive flames, flying embers, or smoke.

It is unlawful, under any circumstance, to burn cardboard, leaves, twigs, branches, grass clippings, construction materials, or other types of waste or refuse.

Add new subsection.

315.8 Storage of lithium metal or lithium-ion Batteries. Areas associated with the collection or storage of lithium metal or lithium-ion batteries shall comply with this chapter.

Exceptions: The following areas shall be exempt from the requirements of this chapter:

1. Areas within a facility that are operated in accordance with procedures that provide for the state of charge of the lithium metal or lithium-ion batteries to be 30 (40) percent or less. Procedures and test reports documenting how the 30 (40) percent or less state of charge is established and how fire protection levels are determined shall be provided to the fire code official for review and approval

2. Areas where fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the batteries in storage will be limited to the design area of an automatic sprinkler system installed in accordance with NFPA 13 and will not adversely impact occupant egress from the building or adversely impact adjacent stored materials or the building structure.

3. Batteries in original retail packaging that are rated at 300 watt-hours or less for lithium-ion batteries or contain 25 grams or less of lithium metal for lithium metal batteries.

315.8.1 Collection. All areas located indoors in any occupancy where used lithium metal or lithium-ion batteries are collected from employees or the public shall be provided with open-top noncombustible containers or containers designed to preclude the release of contents resulting from battery thermal runaway or containers approved for battery collection activities.

1. Containers shall not exceed 1 ft3 (0.03 m3) in size. (Or 55 gallons (113.6 L)

2. Containers shall have a minimum of 3 ft (0.9 m) of open space from other battery collection containers and combustible materials and shall be located a minimum of 5 ft (1.5 m) from exits from the room, space, or building.

3. Where combustible materials are located within the space between collection containers, the containers shall be spaced a minimum 10 ft (3 m) apart.

315.8.2 Collection and Storage Locations.

Batteries collected or stored other than those in collection containers complying with Section 315.8.1 shall be stored in accordance with one or more of the following methods provided for in accordance with one or more of the following methods. Battery terminals shall be protected either through battery design methods or a protective packaging method to prevent short circuit of the battery.

1. In rooms or spaces separated from the remainder of the building areas by fire barriers with a 3-hour fire resistance rating and with horizontal assemblies with a 3-hour fire resistance rating constructed in accordance with the local building code. The room or space shall be protected by a radiant energy detection system installed in accordance with NFPA 72 and shall be protected by an automatic sprinkler system designed and installed in accordance with NFPA 13.

2. Batteries shall be permitted to be stored in approved prefabricated portable buildings or containers that are constructed with 3-hour fire resistance ratings and provided with radiant-energy detection system installed in accordance with NFPA 72 and an approved automatic fire suppression system installed in accordance with NFPA 13.

3. In metal drums storage containers with batteries separated from each other by vermiculite or other approved material packaged to prevent damage that could lead to a thermal event or in containers approved for battery collection and storage activities.

3.1. Each area containing such metal drums or approved containers shall not exceed 900 ft2 (83.61 m2) in area and shall be separated from other battery storage areas by a minimum of 10 ft (3 m).

3.2. The collection and storage area shall be protected by a radiant-energy detection system installed in accordance with NFPA 72 and an approved automatic fire suppression system installed in accordance with NFPA 13.

4. In containers approved for use in transportation or approved by the fire code official that will prevent an event from propagating beyond the container.

4.1. Each area containing the approved transportation containers shall not exceed 900 ft2 (83.61 m2) in area and shall be separated from other battery storage areas by a minimum of 10 ft (3 m).

4.2. The storage area shall be protected by a radiant energy detection system installed in accordance with NFPA 72 and an approved automatic fire suppression system installed in accordance with NFPA 13.

315.8.3 Prevention and Mitigation A plan that provides for the prevention of fire incidents and includes early detection mitigation measures shall be provided to the fire code official for review and approval. The owner is required to file the plan annually.

315.8.4 Explosion Control.

The potential for a deflagration involving the off gassing of flammable gases during a thermal runaway shall be analyzed and explosion protection shall be installed in accordance with Section 911 if the potential exists. A written hazard analysis prepared by a fire protection engineer shall be submitted to the fire code official for review and approval.

315.8.5 Outdoor Storage Location.

Outdoor storage locations for lithium metal or lithium-ion batteries shall comply with the following:

1. Individual pile sizes shall be limited to 900 ft2 (83.61 m2) in area separated from other piles by 10 ft (3 m).

2. Batteries shall be stored in non-combustible containers or approved containers designed for storage of the batteries.

3. Piles located outdoors shall be separated by a minimum 20 ft (6.1 m) from the following exposures:

3.1. Lot lines

3.2. Public ways

3.3. Buildings

3.4. Other storage

3.5. Hazardous materials

3.6. Other exposure hazards

Exception: Clearances shall be permitted to be reduced to 3 ft (0.9 m) when a 3-hour freestanding fire barrier, suitable for exterior use, and extending 15 ft (4.57 m) 5 ft (1.5m) above and extending 15 ft (4.57 m) 5 ft (1.5m) beyond the physical boundary of the pile is provided to protect the exposure.

315.8.5.1 Weather protection.

Where weather protection is provided for sheltering outdoor battery storage areas, such areas shall be considered outdoor storage where the weather protection structure complies with 1 through 3.

1. Walls shall not obstruct more than one side of the structure.

Exception: Walls shall be permitted to obstruct portions of multiple sides of the structure, provided that the obstructed area is not greater than 25 percent of the structure's perimeter.

2. The distance from the structure to buildings, lot lines, public ways or means of egress to a public way shall be not less than the distance required for an outside hazardous material storage or use area without weather protection.

3. The overhead structure shall be of approved noncombustible construction with a maximum area of 1,600 square feet (148.6 m2).

Add new subsection.

Sec. 403.2.5 Overcrowding. Any owner, manager, agent or person in charge shall not permit overcrowding or admittance of any person beyond the established occupant load. The code official, upon finding overcrowding conditions or obstructions in aisles, passageways or other means of egress, or upon finding any condition which constitutes a hazard to life and safety, shall be empowered to cause the occupancy, performance, presentation, spectacle or entertainment to be stopped until such a condition or obstruction is corrected and the addition of any further occupants prohibited until the approved occupant load is re-established.

CHAPTER 5 FIRE SERVICE FEATURES

Sec. 507.5.1 Where Required. Is amended by adding after the last sentence: Refer to Appendix C of the International Fire Code for further requirements.

Sec. 507.5.1.1 Hydrant for standpipe systems. Is amended by deleting the same in its entirety and by substituting the following:

Sec. 507.5.1.1 Hydrant for automatic sprinkler and standpipe systems. Buildings equipped with an automatic sprinkler or standpipe system installed in accordance with Sections 903 and 905 shall have a fire hydrant within a 100' of the fire department connection, subject to the AHJ. Exception is hereby deleted.

CHAPTER 9 FIRE PROTECTION SYSTEMS

Sec. 903.2 Where Required. Is amended by deleting the first paragraph and by substituting the following: Approved automatic sprinkler systems shall be required in all new construction when the fire area exceeds two thousand (2000) square feet and/or shall be provided in the locations described in Sections 903.2.1 through 903.2.12; whichever is stricter.

Exceptions:

1. One and two-family dwellings

An approved automatic fire sprinkler system shall be installed and maintained in all buildings and structures added to or altered according to the following:

1. For existing buildings and structures, any modifications and/or additions that result in the total building area being increased by two thousand (2000) square feet or more in area over a three-year period.

Sec. 903.3.1.2.3 Attics. Delete in its entirety and substitute with the following: "Sprinkler protection shall be provided for attics made of combustible construction."

Sec. 903.3.5 Water Supplies. Is amended by adding the following to this section:

"Hydrant water flow data used for the design of any sprinkler system shall be no more than 1 year old."

Sec. 903.3.8 Limited Area Sprinkler Systems. Is amended by deleting the same in its entirety.

Add new subsection.

Sec. 903.3.9 Safety Factor. Provide a minimum 10% or 5 psi or whichever is greater minimum safety factor in the fire protection system hydraulic calculation. The system demand shall be 5 psi minimum below the seasonal low water flow test supply.

Sec. 903.4 Sprinkler system supervision and alarms. Is amended by deleting "...shall be electrically supervised by a listed fire alarm control unit." and substitute with, "...shall be supervised by a listed fire alarm system, including occupant notification."

Delete exceptions 2, 3, and 5.

Sec. 903.4.1 Monitoring. Is amended by deleting "to an approved supervising station or, when approved by the fire code official, shall sound an audible signal at a constantly attended location." and substituting the following: "to the Fire Department's communication center, via communication method(s) approved by the fire code official, or to an approved, UL listed central station providing full central station service in accordance with NFPA 72 and approved by the Fire Code Official."

Sec. 903.4.2 Alarms. Is amended by deleting the same in its entirety and by substituting the following:

> Approved audible and visible appliances shall be connected to each automatic sprinkler system in accordance with Sections 903.4.2.1 and 903.4.2.2. Sprinkler system water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system.

Add new subsection.

Sec. 903.4.2.1 Exterior Notification Appliances. A Red, 75 candela, weather-proof Horn/Strobe with red lens, shall be provided above the fire department Siamese connection, shall be supervised by the fire alarm system, and shall only operate upon water flow activation of the fire sprinkler system.

Add new subsection.

Sec. 903.4.2.2 Interior Notification Appliances. Interior audible and visible alarms supervised by a fire alarm system shall be provided in accordance with Sections 907.5.1 through 907.5.2.3.4.

Add new subsection.

Sec. 903.4.2.3 Inspectors Test Valves. Fire sprinkler system inspectors test valves shall be accessible at all times and located no more than 6 feet above the finished floor. On multiple riser systems test valves shall be marked as to which riser and area it tests.

Sec. 903.4.3 Floor Control Valves. Is amended by deleting "...in high-rise buildings." and substituting the following: "...in buildings 3 or more stories in height."

Add new subsection.

Sec. 903.4.4 Automatic Sprinklers. When a building has numerous rooms protected by the zoned sprinkler system, the fire department may require additional smoke detectors for a more rapid means to identify the location of smoke or fire.

Sec. 905.3.1 Height. Is amended by deleting the same in its entirety and by substituting the following: Class 1 Standpipe systems shall be installed throughout all buildings that are more than 2 stories above grade or have more than 1 story below grade.

Add new subsection.

Sec. 905.3.9 Fire Hose Valves. In all warehouse and/or storage areas, 2½" fire hose valves with a 1½" reducer to a 1½" male connection shall be provided. The valves shall be located at each door entrance to the warehouse and/or storage area. Additional 2½" fire hose valves shall be provided so that no portion of the warehouse and/or storage area is situated more than 120 feet travel distance to a 2½" fire hose valve. All obstructions and/or racks shall be shown on the fire suppression system drawings. The fire hose valve(s) system piping shall be:

a) A separate riser piping system.

b) Hydraulically calculated for a minimum of 250 gallons per minute flow to the most hydraulically remote fire hose valve.

c) Where system pressures exceed 100 PSI, a listed and approved pressure-reducing field-adjustable type valve(s) shall be provided.

Sec. 906.1 Where Required. Is amended by deleting item #1 and in its entirety and by substituting the following:

1. In all new and existing occupancies excluding R-3.

Section 906.3 Size and distribution. Is amended by adding the following: The minimum size ABC Dry Chemical fire extinguisher permitted shall be 2A10BC unless approved otherwise by the Fire Official. All fire extinguishers shall have location signs and current services tags.

Add new subsection.

Sec. 907.1.4 Fire Alarm Type. All fire alarm systems shall be of the addressable type.

Sec. 907.2.1 Group A. Is amended by deleting the first sentence and by substituting the following: A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies where the occupant load due to the assembly occupancy is 300 or more, or where the Group A occupant load is more than 100 persons above or below the lowest level of exit discharge or when the occupant load exceeds 100 persons and there is low light, alcohol served and loud music or live band.

Sec. 907.2.3 Group E. Is amended by deleting the following in its entirety and substituting the following:

"An approved fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Sec. 907.5.2.2 and installed in accordance with Sec. 907.6, NFPA 72 and NFPA 70 shall be installed and maintained in all occupancies of Group E."

Sec. 907.2.8 Group R-1. Is amended by deleting the following in its entirety and substituting the following:

"An approved fire alarm system shall be installed and maintained in all occupancies of Group R-1."

Sec. 907.2.9 Group R-2. Is amended by deleting the following in its entirety and substituting the following:

"An approved fire alarm system shall be installed and maintained in all occupancies of Group R-2 with more than 11 units."

Add new subsection.

Sec. 907.2.24 Group R-4. "An approved fire alarm system shall be installed and maintained in all occupancies of Group R-4."

Sec. 907.5 Occupant Notification Systems. Is amended by adding the following: The activation of any of the following devices shall result in occupant notification:

1. Automatic fire detectors.
2. Automatic sprinkler system water flow devices.
3. Manual fire alarm boxes.
4. Automatic fire-extinguishing systems when installed in buildings or structures that are provided with occupant notification.

Sec. 907.6.6 Monitoring. Is amended by deleting the first paragraph in its entirety and by substituting the following:

"All required fire alarm systems shall be supervised by the Villa Park Fire Department's communication center, via communication method(s) approved by the fire code official, or to an approved, UL listed central

station providing full central station service in accordance with NFPA 72 and approved by the Fire Code Official."

Sec. 907.9 Fire Alarm Systems. Is amended by adding the following to this section:

An approved fire alarm system shall be installed and maintained in all occupancies of Group A when the occupant load exceeds 100 persons and there is low light, alcohol served and loud music or live band.

CHAPTER 12 ENERGY SYSTEMS

Add new subsection:

1207.6.6 Thermal Runaway Detection System.

1207.6.6.1 When required. A thermal runaway detection system shall be provided for lithium-ion battery storage systems with an energy capacity greater than 20 kWh.

1207.6.6.2 Approvals. Devices designed to detect the thermal runaway of a lithium-ion cell containing a flammable or combustible liquid shall be listed in accordance with UL 2075, Gas and Vapor Detectors and Sensors.

1207.6.6.3 Performance. The thermal runaway detector shall activate upon detection of gas vapors produced by flammable or combustible liquid in a lithium-ion cell at the start of a thermal runaway event. Upon detection of a thermal runaway event the detection system shall shutdown the ESS rack releasing flammable or combustible gas vapors and transmit a fire alarm signal. Detection of a thermal runaway event shall activate the mechanical ventilation when it is provided as method of explosion control.

Thermal runaway detectors shall operate independently of the ESS Energy Storage Management System.

1207.6.6.4 Annunciation. The thermal runaway detector shall be capable of identifying the ESS rack where thermal runaway occurred.

CHAPTER 53 COMPRESSED GASES

Section 5307.3.2 Gas detection. Is amended by deleting the first sentence and substituting the following: A gas detection system is required for all indoor use or storage of liquid CO2.

CHAPTER 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS

Section 5704.2 Tank Storage. Add the following to this section:

Aboveground bulk storage of flammable liquids shall be restricted to the following Village of Villa Park zoning districts:

(a) M-1 and M-2.

Exception:

Fuel oil tanks for supplying oil burning heating equipment are permitted above ground, provided such tanks do not exceed six hundred sixty (660) gallons for each building served and such location is approved by the fire code official.

Section 5704.2.9.6.1 Locations Where Above-Ground Tanks Are Prohibited. Is amended by deleting the following in its entirety and substituting the following: Storage of class I and II liquids in above-ground tanks outside of buildings is prohibited in all zoning districts except M-1 and M-2 zoning districts.

Section 5706.2.4.4 Locations Where Above-Ground Tanks Are Prohibited. Is amended by deleting the following in its entirety and substituting the following: The storage of class I and II liquids in above-ground tanks is prohibited within all zoning districts except M-1 and M-2 zoning districts.

CHAPTER 58 FLAMMABLE GASES AND FLAMMABLE CRYOGENIC FLUIDS*Section 5806.2 Limitations.* Is amended by deleting the following in its entirety and substituting the following: Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within all zoning districts except M-1 and M-2 zoning districts.

CHAPTER 61 LIQUEFIED PETROLEUM GASES

Section 6104.1 General. Add the following to this section:

Bulk storage of liquefied petroleum gases shall be restricted to the following Village of Villa Park zoning districts:

(a) M-1 and M-2.

Exception:

Temporary LPG heat for construction sites.

All LPG-fueled heating appliances and assemblies shall be installed in accordance with all applicable provisions of the 2021 International Fire Code, as Amended by the Village of Villa Park, all applicable provisions of NFPA 58, Liquefied Petroleum Gas Code, as well as all Office of the State Fire Marshal requirements.

Section 6104.2 Maximum Capacity Within Established Limits. Is amended by deleting the following in its entirety and substituting the following: Within all zoning districts except M-1 and M-2 zoning districts, the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L). Exception remains the same.

APPENDICES

Adopt the following appendices:

C, D, E, F, H, I

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE XIII. EXISTING BUILDING CODE

Sec. 7-1301. Adoption of the existing building code.

That a certain document, one (1) copy of which is on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as "The International Existing Building Code, 2021 Edition," as published by the International Code Council, Inc., be and the same is hereby adopted as the existing building code of the Village of Villa Park, State of Illinois; for the control of mechanical systems of building and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the said International Existing Building Code, 2021 Edition, are hereby referred to, adopted and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in section 7-1303 of this article XIII.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1302. Enforcement.

The provisions of this article and the International Existing Building Code, 2021 Edition, which it adopts and incorporates, shall be enforced by the Villa Park Department of Community Development, its director and his/her designated representative.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1303. Amendments of existing building code; additions, insertions, deletions and changes.

Article 1 Administration

Sec. 101.1 Title. Is amended by deleting the same in its entirety and by substituting the following: These provisions shall be known as the Existing Building Code of Village of Villa Park and shall be cited as such and will be referred to herein as "this code."

Section 103.1 Creation of Agency. Insert: Community Development Department

Sec. 105.1 Required. Is amended by deleting the same in its entirety and by substituting the following: Is amended by deleting the same in its entirety and by substituting the following: It shall be unlawful to proceed with the erection, enlargement, alteration, repair, removal, conversion, demolition or change the occupancy of any building or any structural part thereof or to install, alter, repair, convert or remove any associated electrical, gas, plumbing and mechanical systems within the village unless a permit therefore shall have been first obtained from the Community Development Department. A completed permit application with a required drawings and specifications shall be submitted in its entirety prior to commencement of review. Such permit shall be posted in a conspicuous place upon the premises for which it is issued, and shall remain so posted at tall times until the work is completed and approved.

Secs. 105.1.1, 105.1.2 shall be deleted in their entirety

Sec. 105.2 shall be deleted in its entirety.

Sec. 108.2 Schedule of permit fees. Is amended by deleting the same in its entirety and by substituting the following: The fees for all permits for electrical, gas, plumbing, mechanical work, inspections and/or periodic inspections shall be as prescribed in Chapter 7, Article II of the Villa Park Municipal Code as originally adopted and subsequently amended.

Sec. 112 Board of Appeals. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person affected by any notice which has been issued in connection with the enforcement of any provision of this Code or any code, rule or regulation adopted pursuant thereto (the "Petitioner"), shall have the right to requires, and shall be granted a hearing on the matter before the Director of Community Development (the "Director") of the Village of Villa Park, provided that such person shall file in the office of Community Development a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the notice was served. The Director shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

b) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Manager of the Village of Villa Park with regard to the Director's decision, provided that the Petitioner shall file in the office of the Village Manager a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the

Director's decision. The Village Manager shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

c) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Board of the Village of Villa Park with regard to the Village Manager's decision, provided that the Petitioner shall file in the office of the Village Clerk a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Village Manager's decision. The Village Board shall issue a written decision with regard to such within twenty (20) business days of the hearing.

Sec. 113.4 Violation Penalties. Is amended by deleting the same in its entirety and by substituting the following:

(a) Any person, firm, company, corporation or other entity which disobeys, violates, omits, neglects or refuses to comply with the provisions of this article or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a violation of this article, punishable by a fine or not less than seventy-five dollars ($75.00) nor more than seven hundred fifty dollars ($750.00). Each day or portion thereof that a violation or non-compliance continues or exists shall be considered a separate offense.

(b) In addition to the penalties provided herein, the Director of Community Development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

Sec. 114 Stop work order. Is amended by deleting the same in its entirety and shall refer to Chapter 7, Article III of the Village of Villa Park Ordinance.

Sec. 408.1 Delete International Plumbing Code and insert Illinois Plumbing Code.

Sec. 408.2 Shall be deleted in its entirety.

Sec. 702.5 Shall be deleted in its entirety and substitute the following: Basements, habitable attics, offices and every sleeping room shall have not less than one operable emergency escape and rescue opening in Group R-2 and R-3 occupancies and one- and two-family dwellings and townhouses regulated by the International Residential Code, replacement windows shall be exempt from the requirements of sections 1031.3 and 1031.5 of the International Building Code.

Sec. 702.7 Delete International Plumbing Code and insert Illinois Plumbing Code.

Sec. 1009 Plumbing. Delete all references to the International Plumbing Code and Insert Illinois Plumbing Code.

Add new subsection

Section 1301.5.4 Automatic Sprinkler Systems. Regardless of any calculation performed in this chapter, the automatic sprinkler system requirements of Article XII shall apply.

Delete the following references in Chapter 15:

International Plumbing Code.

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE XIV. SAFETY CODE FOR ELEVATORS AND ESCALATORS

Sec. 7-1401. Adoption.

Adoption of the "Safety Code for Elevators and Escalators" and standards referenced therein copyright 1991 by the American Society of Mechanical Engineers.

Certain documents, one (1) copy of which is on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as the "Safety Code for Elevators and Escalators" effective August 9, 1991 as published by the American Society of Mechanical Engineers is hereby adopted as the Safety Code for Elevators and Escalators for the Village of Villa Park, State of Illinois, for the control and regulation of the installation, testing, inspection, maintenance, alteration and repair of elevators, dumbwaiter, escalators, moving walks, material lifts with automatic transfer devices, wheelchair lifts, and stairway chairlifts are hereby adopted and incorporated by reference and made a part hereof as if fully set out in this article.

See Chapter 30 of the IBC for the requirements for elevators, dumbwaiters moving walks and material lifts and for compliance with Public Act 096-0054.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1402. Enforcement; violations; penalties.

(a) *Enforcement.* The provisions of the Ordinance, the "Safety Code for Elevators and Escalators" effective 1991 shall be enforced by the Village of Villa Park Community Development Department, its director, and his or her designated representative in compliance with the Public Act and the OSFM rules.

(b) *Violation, penalties.* Any person, firm, company, corporation or other entity which disobeys, violates, omits, neglects or refuses to comply with this article or the provisions thereof, shall be deemed guilty of a violation of this article, punishable by a fine of not less than seventy-five dollars ($75.00) nor more than seven hundred fifty dollars ($750.00). Each day or portion thereof a violation or non-compliance continues or exists shall be considered a separate offense.

(c) *Additional remedies.* In addition to the penalties provided herein, the director of community development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1403. Conflict.

The provisions of this article and Public Act 096-0054 Safety Code for Elevators and Escalators and referenced standards contained therein shall constitute the minimum standards for elevators et al. and to the extent that any other ordinance of the Village of Villa Park conflicts with the provisions of this article or the publications adopted by the provisions of this article, the provisions of this article or the publications adopted hereby shall prevail.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1404. Saving clause.

Nothing in the article or in the standards adopted hereby, shall be construed to effect any lawsuit, litigation, impending court proceeding, or any rights acquired, liability incurred or any cause or causes of action acquire or existing nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this section.

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE XV. VACANT BUILDING AND PROPERTY REGULATIONS

Sec. 7-1501. Declaration of policy.

The purpose of this article is to protect the public health, safety, and welfare by enactment of this article which:

(a) Establishes a program for identification, registration and regulation of buildings which are or become vacant on and after the effective date of this article.

(b) Determines the responsibilities of owners of vacant buildings.

(c) Provides for administration, enforcement of property regulations, including prevention and abatement of public nuisances, and imposition of penalties.

This article shall be construed liberally to effect its purposes.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1502. Other ordinances.

This article shall not be construed to prevent the enforcement of other applicable ordinances, codes, legislation, and regulations which prescribe standards other than those provided herein, and in the event of conflict, the most restrictive shall apply.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1503. Definitions.

Unless otherwise expressly stated or clearly indicated by the context, the following terms shall, for the purpose of this article, have the meaning indicated in this section:

Boarded building means a building which has had, in a manner intended to be temporary or permanent, any or all openings, which openings are windows or doors which were present for the purpose of light, ventilation or egress, some material whether opaque, solid or transparent, affixed to such openings, from the interior or exterior of the building, for the purpose of securing or preventing access or damage to the building or its components.

Building means any structure occupied or intended for supporting or sheltering any occupancy.

Dangerous building or structure means a building or structure defined as a "nuisance" in section 15-102 of this code, as now existing or hereafter amended.

Director means the director of community development or the director's designee.

Owner means any person, agent, operator, firm, or corporation having a legal or equitable interest in the property, or recorded in the official records of the state, county, or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Person includes a corporation, a partnership, or other entity as well as an individual.

Premises means a lot, plot, or parcel of land, including any structure thereon.

Public nuisance includes the following:

(a) The physical condition, or uses of any building, structure or premises regarded as a public nuisance at common law, under the Illinois Compiled Statutes, or under this code; or

(b) Any physical condition, use or occupancy of any premises, structure, building or appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations, and unsafe fences or structures; or

(c) Any building which has unsanitary sewerage or plumbing facilities; or

(d) Any building designated by the director as unsafe for human habitation or use; or

(e) Any building which is manifestly capable of being a fire hazard, or manifestly unsafe or insecure so as to endanger life, limb or property; or

(f) Any building or premises which is unsanitary, or which is littered with rubbish or garbage, or which has an uncontrolled growth of weeds; or

(g) Any building or structure that is dangerous, in a state of dilapidation, deterioration or decay; faulty construction; unsecure; vacant and the doors, windows, or other openings are boarded up or secured by any means other than conventional methods used in the design of the building or permitted for new construction of similar type; damaged by fire to the extent as not to provide shelter, in danger of collapse or failure; and dangerous to anyone on or near the premises; or

(h) Any building or structure defined as a "dangerous building" hereinabove.

Unoccupied building means a building or portion thereof which lacks the habitual presence of human beings who have a legal right to be on the premises, including buildings ordered vacated by the director pursuant to authority granted to him/her by this code. In determining whether a building is "unoccupied", the director may consider these factors, among others:

(a) A building at which substantially all lawful residential or business activity has ceased.

(b) The percentage of the overall square footage of occupied to unoccupied space or the overall number of occupied and unoccupied units shall be considered.

(c) The building is substantially devoid of contents. The condition and value of fixtures or personal property in the building are relevant to this determination.

(d) The building lacks utility services, i.e., water, sewer, electric or natural gas.

(e) The building is subject of a foreclosure action.

(f) The building is not actively for sale as part of a contractual agreement to sell the building, the building lacks "for sale", "for rent", or similar signage.

(g) The presence or recurrence of uncorrected code violations.

Vacant building means a building or portion of a building which is:

(a) Unoccupied and unsecured; or

(b) Unoccupied and secured by boarding or other similar means; or

(c) Unoccupied and a dangerous structure; or

(d) Unoccupied and condemned by the director pursuant to applicable provisions of this code; or

(e) Unoccupied and has multiple code violations; or

(f) Unoccupied and the building or its premises has been the site of unlawful activity within the previous six (6) months; or

(g) Condemned by the director and unlawfully occupied; or

(h) Unoccupied for over one hundred eighty (180) days and during which time the director has issued an order to correct public nuisance conditions and same have not been corrected in a code-compliant manner; or

(i) Unoccupied for over two (2) years.

But not including, unoccupied building which are undergoing construction, renovation, or rehabilitation and which are in compliance with all applicable ordinances, codes, legislation, and regulations, and for which construction, renovation or rehabilitation is proceeding diligently to completion.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1504. Vacant building determination.

(a) Within sixty (60) days after the effective date of this article, the director shall evaluate all buildings in the village he or she believes to be unoccupied on the effective date of this article and make a determination for each as to whether the building is a "vacant building" within the meaning of this article. The determination shall be in writing and shall state the factual basis for the determination. For buildings the director determines to be "vacant buildings", s/he shall, within seven (7) days of making that determination, send notice of the written determination with the factual findings to the last taxpayer of record listed on the most recent DuPage County tax roll. Said notice of determination shall be sent certified mail, return receipt requested. Failure of delivery shall not excuse a person from complying with this article. Any person making such service shall execute an affidavit attesting to the facts of service. The director shall maintain an affidavit of such mailing for each notice of determination sent.

(b) The director shall cause an inspection of the interior of all "vacant buildings" to determine compliance with village health and fire codes.

(c) The notice of determination shall set a tentative date and time for the code-compliance inspection of the interior of the vacant buildings to determine the extent of compliance with village health and fire codes. After receipt of the notice of determination, if the owner does not appeal the determination, the owner shall either confirm the tentative date for the inspection or shall schedule a new date and time for same. If the owner fails to confirm the tentative date and time for the inspection or refuses to schedule or permit the inspection it shall be the responsibility of the village to obtain an administrative search warrant to accomplish the inspection.

(d) The village shall charge the owner a fee of five hundred dollars ($500.00) to offset the cost of the village of said inspection. The owner shall pay the inspection fee to the village within thirty (30) days of receipt of the bill for same.

(e) The notice of determination shall contain a statement of the obligations of the owner of a building determined to be a vacant building, a copy of the registration form the owner is required to file pursuant to section 7-1006 and a notice of the owner's right to appeal the determination.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1505. Appeal of director's determination of vacant buildings.

(a) An owner of a building determined by the director to be a vacant building as provided for in this article may appeal that determination to the village manager. Such appeal shall be in writing and shall be filed with the village manager within fifteen (15) days of the date of the mailing of the notice of determination. The filing of an appeal stays the owner's obligation to register his or her building as required by section 7-1006. The appeal shall contain a complete statement of the reasons the owner disputes the director's determination, shall set forth specific facts in support thereof, and shall include all evidence the owner relies upon to support the appeal. The village manager shall decide the appeal on the basis of facts presented by the owner in his or her written appeal and the director's written determination.

(b) The burden is upon the owner to present sufficient evidence to persuade the village manager that it is more likely than not that the subject building is not a "vacant building" within the meaning of this article.

(c) The village manager shall send written notice of his or her decision to the owner within ten (10) days or his or her receipt of the appeal. The village manager may, but is not required to, seek additional information for the owner. The village manager may, upon written notice thereof to the owner, take no more than ten (10) additional days to decide the appeal if he or she determines that such additional time is required for consideration of the appeal.

(d) An owner who wishes to challenge applicability of this article to his/her building without the director's determination having been made shall set forth specific facts to support non-applicability in writing to the director. In the event the director determines that the subject building is a "vacant building", the owner shall have the right to appeal the director's determination to the village manager as provided for herein.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1506. Owner's obligation to register vacant buildings and unoccupied buildings acquired through mortgage foreclosure.

(a) The owner of a "vacant building" and a mortgage lender who acquires title to an unoccupied building shall be required to register same with the director as prescribed below; and the owner of a building who knows, or from all the facts and circumstances should know, that his or her building is or has become a "vacant building" within the meaning of this article after the effective date of this article or the owner of a building which the director determines at any time to be a "vacant building," or the owner of a building whose appeal from the director's determination has been denied by the village manager, shall take the actions provided for in this section 7-1006 within fifteen (15) days after either the date of director's notice of determination or occurrence of the facts which would cause a reasonable person to believe that the building was a "vacant building," or denial of the appeal, whichever is applicable.

Registration requirements:

(1) Register the building with the director, on a form provided by the director and pay the two hundred dollar ($200.00) annual non-prorated vacant building registration fee. The form shall include, as a minimum, the name, street address and telephone number of the owner; the case name and number of any litigation pending concerning or affecting the building, including bankruptcy cases; and the name, street address and telephone number of all persons with any legal interest in the building or the premises. The form shall require the owner to identify a natural person twenty-one (21) years of age or older who maintains a permanent address in DuPage County, Illinois to accept service on behalf of the owner with respect to any notices the director sends pursuant to this article or service of process in any proceeding commenced to enforce any provision of this article, and file with the director on the

registration form, the name, address, telephone number, of said person. A street address is required. A post office box is not an acceptable address.

(2) The form shall require the owner to indicate his or her "acceptance of notice by posting" consenting to service of notices sent or required to be sent, pursuant to this article, by posting on the building if the owner fails to renew the registration if required, or maintain as current with the director the information required regarding the person designated to accept notice and service of process.

(b) The owner shall renew the vacant building registration each year on the anniversary date of the first filing for the time the building remains vacant and pay the required two hundred dollar ($200.00) annual fee; and file an amended registration within fifteen (15) days of any change in the information contained in the annual registration. A new registration is required for any change in ownership whatsoever.

(c) Registration does not exonerate the owner from compliance with all applicable codes and ordinances, including this article, nor does it preclude any of the actions the village is authorized to take pursuant to this article or elsewhere in the Village Code.

(d) Inspection: The village shall conduct a comprehensive code-compliance inspection of the interior of the vacant building and the owner shall pay a five hundred dollar ($500.00) fee to the village to defray the village's cost of same within thirty (30) days of the inspection. Such inspection will determine the extent of compliance with village property maintenance, building, health, water, sewer and fire codes. The village shall send the inspection report to the owner within thirty (30) days. Periodic re-inspections shall take place, as necessary, until code compliance is achieved. Timely code compliance is required.

(e) Vacant building plan: At the time a building is registered as required herein, the owner shall submit a vacant building plan. The director may prescribe a form for the plan. If the owner fails to submit the plan as provided for by this article, the director may determine the plan. The plan shall contain the following as a minimum:

(1) A plan of action to repair any doors, windows, or other openings which are boarded up or otherwise secured or covered by any means other than conventional methods used in the design of the building or permitted for new construction or similar type. The proposed repair shall result in openings being secured by conventional methods used in the design of the building or by methods permitted for new construction of similar type with board removed. Boarding shall be accomplished with materials and methods described by the director and available from the director. The owner shall maintain the building in an enclosed and secure state until the building is reoccupied or made available for immediate occupancy. If the owner demonstrates that securing of the building will provide adequate protection to the public, the director may waive the requirement of an enclosure.

(2) For buildings and/or premises which are determined by the director as being or containing public nuisances, as defined in section 7-1003, then the vacant building/premises plan shall contain a plan of action to remedy such public nuisance(s).

(3) A time schedule identifying a date of commencement of repair and date of completion of repair for each improperly secured opening and nuisance identified by the director.

(4) When the owner proposes to demolish the vacant building, then the owner shall submit a plan and time schedule for such demolition.

(5) A plan of action to maintain the building and/or premises thereof in conformance with this article.

(6) A plan of action, with a time schedule, identifying the date the building will be habitable and occupied or offered for occupancy or sale. The time schedule shall include date(s) of commencement and completion of all actions required to achieve habitability. No plan which fails to provide for compliance with this article or, which will not, as determined by the director, achieve such compliance, within three (3) months, in the case of a vacant boarded building, and two (2) years, in the case of a vacant,

unbounded, and code-compliant building will be approved, except that the director may approve an extension of the time during which the building will be unoccupied beyond two (2) years to a date certain but then only based upon clear and documented evidence of good cause shown by the owner as determined by the director.

(f) All premises upon which unoccupied or vacant buildings are located and the exteriors shall at all times be maintained in compliance with the Village Code.

(g) Exterior lighting shall be maintained according to standards established by the director and available from the director.

(h) All ground floor windows facing street frontage, including but not limited to, all display windows in unoccupied or vacant commercial buildings shall be kept in a well maintained and clean condition and shall be covered on the interior side in a professional finished manner with an opaque window covering material manufactured for that purpose and approved by the director, or in the case of display windows, such windows shall be kept in a well maintained and clean condition and the display area shall be enclosed with a professionally finished backdrop, floor, side walls and ceiling of all which shall be kept in a well maintained and clean condition and shall be well lighted from 10:00 a.m. to 10:00 p.m. each day. Photographs, paintings and other works of art or other tasteful forms of decoration may be professionally displayed in these properly enclosed clear glass display windows. If opaque window covering material is used, a one (1) foot by one (1) foot clear glass opening through which the interior space is clearly visible shall be maintained at standing eye level alone one (1) edge of one (1) such window.

(i) Security: On written notice of the director, the owner shall provide bonded, licensed, and insured security guard service at the building between the hours of 3:00 p.m. and 8:00 a.m. Such service shall remain in place until the director gives written notice that the service is no longer required. Such service shall be required when the director makes a written determination that the vacant building constitutes a fire hazard, is otherwise dangerous to human life or the public welfare, and involves illegal or improper use, occupancy, or maintenance, under such conditions that securing the building is insufficient to prevent the actual or threatened harm.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1507. Mortgage lender's obligation to register unoccupied buildings acquired through mortgage foreclosure.

The obligation to register buildings shall extend to mortgage lenders that have obtained title to unoccupied buildings through a mortgage foreclosure action.

(a) Mortgage lenders shall register unoccupied buildings with the director within fifteen (15) days of obtaining title to same.

(b) The registration obligation of mortgage lenders under section 7-1006 shall be limited to providing the director with the same information required under section 7-1506(a) on the registration form prescribed by the director.

(c) Except as provided in section 7-1506, mortgage lenders shall not be responsible for paying the two hundred dollar ($200.00) registration fee and shall not be required to comply with subsections 7-1506(b) through (i).

(d) An amended registration form shall be filed in accordance with subsection 7-1506(b) within fifteen (15) days of any change in the information provided in any registration form provided hereunder.

(e) If such unoccupied, registered building is later determined to have become a "vacant building" as defined in section 7-1503, then such building and building owner shall be required to comply with all of the provisions of section 7-1506.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1508. Approval of plan.

The director shall, upon notice to the vacant building owner, have the right to modify the vacant building plan by modifying the dates of performance, the proposed methods of action, or by imposing additional requirements consistent with this article he or she deems necessary to protect the public health, safety, or welfare.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1509. Reserved.

Sec. 7-1510. Failure to comply with plan.

Failure to have an approved plan within thirty (30) days of filing the registration form or failure to comply with the approved plan shall constitute a violation of this article subjecting the owner of the building to penalties as provided in this article and to any remedies the village may avail itself of as provided for herein and elsewhere in the Village Code, including but not limited to, an action to compel correction of health or fire code violations.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1511. Other enforcement.

The registration of a vacant building shall not preclude action by the village to demolish or to take other action against the building pursuant to other provisions of this article, the Village Code, or other applicable legislation.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1512. Certification.

A certificate of compliance with this vacant buildings article issued by the director and payment in full of all fees imposed pursuant to this article are required prior to any occupancy of a vacant building.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1513. Time restrictions—Vacant buildings.

It is the policy of the village that boarding is a temporary solution to prevent unauthorized entry into a vacant building and that boarded buildings are a public nuisance. A vacant building may not remain boarded longer than three (3) months unless an extension of that time is part of a plan approved by the director. A vacant building which is otherwise code-compliant and secure as determined by the director on the basis of police reports, citizen complaints, and other information considered reliable by reasonable persons, may not remain vacant for more than two (2) years and must have an approved plan for occupancy, sale, demolition or other disposition of the

building in place within the timeframes established in this article, except as otherwise provided for in section 7-1006 hereinabove.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1514. Enforcement and penalties.

(a) Any person found to have violated any provision of this article shall be subject to a minimum fine of one hundred dollars ($100.00) per day per violation to a maximum of seven hundred fifty dollars ($750.00) per day per violation, in addition to any other legal or equitable remedies available to the village. Such other remedies include, but are not limited to, injunctive relief, application to a court of competent jurisdiction for a receiver, demolition, or condemnation, contracting for the repair or purchase of the premises, or foreclosure of any lien the village may have thereon.

(b) A separate and distinct offense shall be committed each day on which such person or persons shall violate the provisions of this article.

(c) The village may enforce this article in its administrative adjudication system or through the court system.

(d) Nothing herein contained shall prohibit the village from immediately condemning as provided for in the Village Code a building or taking other immediate action upon a determination that the building is a public nuisance or poses an imminent danger to the occupants of the building, or the public, health, safety and welfare.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1515. Severability.

In the event any section of this article or any part of any section of this article is declared to be unconstitutional, such decision shall in no way affect the operation of any other section or part thereof the remainder of this article shall remain in full force and effect.

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE XVI. SWIMMING POOL AND SPA CODE

Sec. 7-1601. Adoption of a swimming pool and spa code.

That a certain document, one (1) copy of which are on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as "The International Swimming Pool and Spa Code, 2021 Edition, as published by the International Code Council, Inc., be and is hereby adopted as the Swimming Pool Code of the Village of Villa Park, in the State of Illinois; for the control of swimming pools and spas as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said 2021 International Swimming Pool and Spa Code, are hereby referred to, adopted and made a part hereof as it fully sets out in this article.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1602. Enforcement.

The provisions of this article and the International Swimming Pool and Spa Code 2021, which it adopts and incorporates, shall be enforced by the Villa Park Department of Community Development, its director and his or her designated representatives.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1603. Amendments to the swimming pool and spa code.

The following sections of the code herein adopted are amended and revised by addition, deletion, insertion and change as follows:

CHAPTER 1 - SCOPE AND ADMINISTRATION

Sec. 101.1 Title. Is amended by deleting the same in its entirety and by substituting the following: These provisions shall be known as the Swimming Pool and Spa Code of the Village of Villa Park and shall be cited as such and will be referred to herein as "this code."

Sec. 101.3 Intent. Add the following to the end:

"... and spas in accordance with all building and zoning codes and regulations as adopted by the Village of Villa Park."

Add new subsection:

Sec. 102.7.2 Application of the Illinois Plumbing Code. "Where the International Plumbing Code is currently referenced in this code then that code shall hereby be replaced with the Illinois Plumbing Code, latest edition, along with any and all additions, deletions, and/or revisions as adopted by the Village of Villa Park."

Section 103.1 Creation of Agency. Insert: Community Development Department

Section 105.1 Where required. Is amended by deleting the same in its entirety and by substituting the following: It shall be unlawful to proceed with the alteration, repair, conversion, replacement, removal or installation of any mechanical systems within the village unless a permit therefore shall have been first obtained from the Community Development Department. A completed permit application with a required drawings and specifications shall be submitted in its entirety prior to commencement of review. Such permit shall be posted in a conspicuous place upon the premises for which it is issued, and shall remain so posted at all times until the work is completed and approved.

Sec. 105.3 Time Limitation of Application. Is amended by deleting the same in its entirety and by substituting the following: An application for which no permit is issued within 90 days of filing shall be deemed expired unless such application has been diligently prosecuted. Reapplication shall include resubmittal of plans and fee. One or more extensions of time for periods of not more than 90 days each shall be permitted to be allowed by the building official for the application, provided justifiable cause is demonstrated.

Add new subsection.

Sec. 105.3.1 Time Limit for Obtaining Building Permits. An applicant must take possession of a permit within 30 days after notification by the Community Development Department that his/her permit has been approved. If the applicant does not take possession of a permit within 30 days, then the permit application shall be considered null and void. The application for permit shall be destroyed after 60 days if the applicant has not reapplied.

Sec. 105.4.3 Expiration. Is amended by deleting the same in its entirety and by substituting the following: Any permit issued shall become invalid if the authorized work is not commenced within 180 days after the time of commencing the work or if the building or work authorized by such permit is suspended or abandoned for a period of 180 days or more after the work has commenced. After the building permit is issued, it shall be the obligation of the applicant to take reasonable and appropriate action so that the work, which is the subject of the permit, is commenced and completed in a diligent manner. Before such work commences or is resumed, a permit extension or renewal is required.

Sec. 105.4.4 Extensions. Is amended by deleting the same in its entirety and by substituting the following: A permittee holding an unexpired permit shall be permitted to apply for a one-time 180-day extension provided the permittee shows good and satisfactory reasons beyond their control that the work cannot be commenced within the 180-day period from the original permit issue date. No additional fee is required for the one time extension.

Sec. 108.2 Schedule of permit fees. Is amended by deleting the same in its entirety and refer to Chapter 7, Article II.

Sec. 108.6 Refunds. Is amended by deleting the same in its entirety.

Section 111 Means of appeal. Is amended by deleting the same in its entirety.

Sec. 112 Board of Appeals. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person affected by any notice which has been issued in connection with the enforcement of any provision of this Code or any code, rule or regulation adopted pursuant thereto (the "Petitioner"), shall have the right to redress, and shall be granted a hearing on the matter before the Director of Community Development (the "Director") of the Village of Villa Park, provided that such person shall file in the office of Community Development a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the notice was served. The Director shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

b) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Manager of the Village of Villa Park with regard to the Director's decision, provided that the Petitioner shall file in the office of the Village Manager a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Director's decision. The Village Manager shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

c) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Board of the Village of Villa Park with regard to the Village Manager's decision, provided that the Petitioner shall file in the office of the Village Clerk a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Village Manager's decision. The Village Board shall issue a written decision with regard to such within twenty (20) business days of the hearing.

Sec. 113.4 Violation Penalties. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person, firm or corporation found guilty of violating any of the provisions of this code shall be subject to a fine of not less than seventy-five dollars ($75.00) or more than seven hundred fifty dollars ($750.00) and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this code is committed, continued or permitted. Imposition of a fine upon a finding of guilty shall not preclude the village from seeking any

and all other remedies provided by law, including seeking injunctive or other relief in any court of competent jurisdiction.

b) In addition to the penalties provided herein, the Director of Community Development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

Sec. 114 Stop Work Order. Is amended by deleting the same in its entirety and refer to Chapter 7, Article III of the Village of Villa Park Municipal Code.

CHAPTER 2 - DEFINITIONS

Sec. 201.3 Terms Defined in other Codes. Is amended by deleting the same in its entirety and by substituting the following:

Where terms are not defined in this code and are defined in the building, plumbing, mechanical and fire codes adopted by the Village of Villa Park, such terms shall have the meanings ascribed to them as in those codes.

Sec. 202 Definitions. Insert the following definitions:

Pervious: A surface area on the property that allows liquids to pass through without pooling or discharging to adjacent areas.

Swimming Pool: Any vessel intended or used for bathing that has been specifically constructed as to have a water level of 24 inches (610 mm) or greater.

CHAPTER 3 - GENERAL COMPLIANCE

Sec. 302 Delete all references to the International Plumbing Code and insert Illinois Plumbing Code.

Sec. 304.2 Determination of Impacts Based on Location. Delete this section in its entirety and insert the following:

Sec. 304.2 Flood Hazard Areas: "Pools and spas located in flood hazard areas as designated by State, County and local determination shall comply with Sec. 304.2.1 or 304.2.2 in accordance with all applicable Sections of the Village of Villa Park Municipal Code."

Sec. 320.1 Backwash Water or Draining Water. Is amended by deleting the same in its entirety and by substituting the following:

Backwash water and draining water shall be discharged to the storm sewer, or into an approved disposal system on the premises, or shall be disposed of by other means as approved of by the Director of Community Development or his or her designated representatives. All terminations from the drainage source shall discharge no closer than ten (10) feet, where feasible to do so, from any adjacent property line or public way onto a pervious surface as near as possible to the closest storm sewer inlet and in no way shall any discharge cause a nuisance. Direct connections shall not be made between the end of the backwash line and the disposal system. Drains shall discharge through an air gap.

Sec. 321.2.2 Illumination Intensity. Insert the following sentence at the end of the section:

At no time may light spillage illumination, as determined by the Director of Community Development or his or her designated representatives, cause a nuisance to adjacent properties.

CHAPTER 7 - ON-GROUND STORABLE RESIDENTIAL SWIMMING POOLS

Sec. 705 Safety Signs. Is amended by deleting the same in its entirety.

CHAPTER 8 - PERMANENT IN-GROUND RESIDENTIAL SWIMMING POOLS

Sec. 811 Safety Features. Is amended by deleting the same in its entirety.

CHAPTER 9 - PERMANENT RESIDENTIAL SPAS AND PERMANENT RESIDENTIAL EXERCISE SPAS

Sec. 902 Safety Features. Is amended by deleting the same in its entirety.

CHAPTER 10 - PORTABLE RESIDENTIAL SPAS AND PORTABLE RESIDENTIAL EXERCISE SPAS

Sec. 1001.7 Instructions and safety signage. Is amended by deleting the same in its entirety and by substituting the following:

Instructions shall comply with UL 1563 or CSA C22.2 No. 218.1, the manufacturer's recommendations, and the requirements of the Village of Villa Park.

CHAPTER 11 - REFERENCED STANDARDS

Chapter 11 Referenced Standards. Is amended by deleting the same in its entirety and by substituting the following:

The codes and standards referenced in this chapter shall be those that have been adopted by the Village of Villa Park and considered as part of the requirements of this code to the prescribed extent of each such reference.

Delete the following reference in Chapter 11.

International Plumbing Code

AMERICAN NATIONAL STANDARD - ANSI/APSP/ICC-7

Adopt the following standard:

Standard ANSI/APSP/ICC-7 2020

ANSI/APSP/ICC-7 2020 American National Standard for Suction Entrapment Avoidance In Swimming Pools, Wading Pools, Spas, Hot Tubs and Catch Basins: "The criteria and guidelines referenced in this standard shall be those that have been adopted by the Village of Villa Park and considered as part of the requirements of the International Swimming Pool and Spa Code 2021 and all applicable building codes to the prescribed extent of each such reference."

Adopt the following appendices:

Appendix A, B, C, D

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE XVII. ENERGY CONSERVATION CODE

Sec. 7-1701. Adoption of an energy conservation code.

That a certain document, designated as "The International Energy Conservation Code" as published by the International Code Council, Inc., latest edition adopted and amended by the State of Illinois, be and is hereby adopted as the energy code of the village for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said International Energy Conservation Code, are hereby referred to, adopted and made a part hereof as it fully sets out in this article, with the additions, insertions, deletions, and changes, if any, as prescribed in section 7-1702 of this article.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1702. Enforcement.

The provisions of this article and the Illinois Energy Conservation Code most current edition, which it adopts and incorporates, shall be enforced by the Villa Park Department of Community Development, its director and his/her designated representative.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1703. Amendments to energy code—Additions, insertions, deletions, and changes.

The following sections of the code herein adopted are amended and revised by addition, insertion, deletion and change to the commercial and residential sections as follows:

SCOPE AND ADMINISTRATION

Secs. C101.1 & R101.1 Title. Is amended by deleting the same in its entirety and by substituting the following: These provisions shall be known as the Energy Conservation Code of the Village of Villa Park and shall be cited as such and will be referred to herein as "this code."

Secs. C104.2 & R104.2 Schedule of Permit Fees. Is amended by deleting the same in its entirety and by substituting the following: Fees for permits, inspection and/or periodic inspections shall be as prescribed by the Village in Chapter 7, Article II of the Villa Park Municipal Code, as originally adopted and subsequently amended.

Secs. C108 & R108 Stop Work Order. Is amended by deleting the same in its entirety and shall refer to Chapter 7, Article III of the Village of Villa Park Ordinance.

All amendments made by the State of Illinois are hereby incorporated into this code.

(Ord. No. 4137 , § 2, 3-9-20)

Chapter 7 BUILDINGS AND BUILDING REGULATIONS[1]

ARTICLE I. IN GENERAL

Sec. 7-101. Community Development Department.

There is hereby established a department of the village which shall be known as the Community Development Department. This department shall consist of the Director of Community Development and such other assistants, deputies and employees as may from time to time be assigned thereto.

Sec. 7-102. Certificates of Occupancy—Building permit.

Upon the issuance of a Certificate of Occupancy, occupancy permit or building permit, whether said certificate or permit be of a temporary or permanent nature, the Director of Community Development shall file with the County Supervisor of Assessments and the York and/or Addison Township Assessor's office a certified copy of said Certificate of Occupancy, occupancy permit or building permit.

Sec. 7-103. Certificate of Completion.

When permitted work has been completed, the Community Development Department will issue a Certificate of Completion, if a Certificate of Occupancy is not issued for the work. Said certificate will identify work completed and approved under a lawfully issued permit.

Sec. 7-104. Hours for construction.

Noise emanating from any construction activity shall be allowed only between the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and 8:00 a.m. to 6:00 p.m. on Sunday.

Sec. 7-105. Maintenance of construction areas.

All construction areas are to be maintained in a safe manner, secured with a temporary construction fence 6-8’ in height, free of excessive accumulation of building materials, clear of blowing debris, and roadways and sidewalks are to be kept clear and passable.

Sec. 7-106. Temporary sanitation facilities.

When required to supply portable temporary sanitation facilities to construction areas those facilities must be kept in a clean and sanitary condition with regular servicing to those facilities. Temporary sanitation facilities must be placed within the fenced in area of the construction site with the means of egress secured and locked when workers are not on the site.

Sec. 7-107. Conflict.

In the event of a conflict between this chapter or the codes adopted by this chapter, and any other ordinance or code of the Village of Villa Park, the more specific and more stringent provisions or standard shall apply.

Sec. 7-108. Saving clause.

Nothing in this ordinance or in the codes adopted hereby, shall be construed to affect any litigation, lawsuit or impending court proceeding, or any rights acquired, liability incurred or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by the adoption of this chapter, nor shall just or legal right or remedy in law or in equity, be lost, impaired or affected by this chapter.

Sec. 7-109. Plan review.

The plan review procedure shall begin within a reasonable time after the submission of all required documents. All required drawings and specifications must be submitted in their entirety prior to commencement of review. The time frame for review shall be determined by the Director of Community Development or his/her designee and may be subject to change based upon the number and type of permit applications submitted and waiting review. Expedited Plan Review is available through outside consultants only.

ARTICLE II. FEES

Sec. 7-201. Fees due

(a) All plan review, engineering, permit, inspection, connection, consultant, impact, etc fees are due prior to issuance of a permit.

(b) When an outside consultant is used for plan review, a cash deposit in an amount as determined by the Director of Community Development is required, prior to the commencement of review. Any costs in excess of the amount deposited shall be paid prior to permit issuance. In lieu of cash deposit, permit applicants can pay the outside consultant in advance of the review.

(c) When an outside consultant is used for inspections, a cash deposit in an amount as determined by the Director of Community Development is required, prior to an inspection. Any costs in excess of the amount deposited shall be paid prior to Certificate of Occupancy or Certificate of Completion.

(d) *Traffic impact study.* In addition to other fees, all applications for building permits that have a substantial traffic impact as determined by Resolution No. 98-52A "Resolutions Adopting Traffic Impact Study Policy" shall perform a traffic impact analysis or make a deposit of one thousand dollars ($1,000.00) to be used by the village for traffic impact analysis services. If the village's costs for such services exceed the deposit, the applicant shall reimburse the additional costs incurred by the village. If such costs are less than the deposit, the village shall return the difference to the applicant. Until such time that the village has received final payment of all traffic advisory service fees, no permits for the use or development of land shall be issued.

(e) *Waiving of fees.* Upon presentation of acceptable documentation to the Director of Community Development, which may include certificates of incorporation, building permit fees for the construction, remodeling, repair, alteration or similar improvement to buildings or structures owned by bonafide governmental agencies, public or private schools, taxing bodies, religious institutions, and not-for-profit organizations shall be waived for deposits, bonds, water and/or sewer tap fees and permit fees. The burden of proving that the organization qualifies for the waiver as set forth in this paragraph shall be the organization asserting the entitlement to a waiver.

(f) *Starting work without a permit.* For starting work prior to the issuance of a permit an additional fee will be charged per the following chart based on who is doing the work.

	Property Owner	Contractor
1st Offense	25% of the permit fee	100% of the permit fee
2nd Offense	50% of the permit fee	200% of the permit fee
3rd Offense	100% of the permit fee	300% of the permit fee
4th+ Offense	200% of the permit fee	400% of the permit fee

(g) *Re-inspection fee.* Where an inspection failed and a re-inspection is required to determine compliance with the related codes, the following fee will be required to be paid in advance of the next inspection:

Seventy-five dollars ($75.00) for each re-inspection

Sec. 7-202. Plan review fees.

(a) For the examination of plans, structural, site plans, zoning, and administrative review that require an outside consultant, as determined by the Director of Community Development:

The applicant is responsible for all outside consultant fees.

(b) Plan review fees are not refundable and require payment, even if the permit is not issued.

(c) Expedited plan review is available only through outside consultants and the applicant is responsible for all additional fees associated with the expediated review.

Sec. 7-203. Permit fees.

(a) All fees for new construction, additions, or alterations will be calculated based off gross square foot of the proposed type of work. Any other work requiring a permit, but not specified elsewhere in this fee schedule will also be based off of the total gross square foot of the proposed work.

Residential (New or Addition finished space)	$1.50 per gross square foot ($600 minimum)
Residential (New or Addition unfinished space)	$0.50 per gross square foot ($200 minimum)
Residential (Alteration or Remodel finished space)	$1.00 per gross square foot ($400 minimum)
Non-Residential (New or Addition finished space)	$2.50 per gross square foot ($1000 minimum)
Non-Residential (New or Addition unfinished space/shell)	$1.00 per gross square foot ($300 minimum)
Non-Residential (Alteration or Remodel finished space)	$1.50 per gross square foot ($700 minimum)

(b) All other permits are calculated as a flat fee.

Deck/Porch	$250
Demolition:	
Interior only	$50
Accessory Structure	$100
Principal Structure	$500
Elevator	$500
Fence	$150
Fireplace	$250
Fire Sprinklers, Alarms, and Equipment	$250
Flatwork	$250
Garage	$300
Mechanical, Electrical, Plumbing, excluding:	$250

A/C Condenser Replacement	$150
Electrical Service Replacement	$200
Furnace Replacement	$150
Sewer Service Line Replacement	$200
Water Heater Replacement	$100
Water Service Line Replacement	$200
Miscellaneous	$250
Pergola/Gazebo	$200
Radon Mitigation System	$250
Roofing:	
Accessory Structure	$25
Flat Roofs	$500
Pitched Roof	$150
ROW	$100
Shed	$150
Siding:	
Accessory Structure	$25
Principal Structure	$100
Signs (each)	$250
Storage Tanks	$300
Structural	$250
Swimming Pool and Spa:	
Above Ground	$300
In Ground	$500
Temporary Moving and Storage Containers	$0
Window Replacement	$100

(c) Certificates.

Certificate of Occupancy: $100

Temporary Certificate of Occupancy: $50

Sec. 7-204. Impact fees.

All permits that result in additional bedrooms shall be required to pay the following impact fees:

a) Single Unit Dwelling:

	1 bedroom	2 bedroom	3 bedroom	4 bedroom	5 bedroom
Park Improvements	$ 432.50	$ 1,008.50	$ 1,449.50	$ 1,882.00	$ 1,885.00
Building Improvements	$ 648.75	$ 1,512.75	$ 2,174.25	$ 2,823.00	$ 2,827.00

b) Two-Unit Dwelling/Townhouse:

	1 bedroom	2 bedroom	3 bedroom	4 bedroom
Park Improvements	$ 596.50	$ 995.00	$ 1,196.00	$ 1,572.00
Building Improvements	$ 894.75	$ 1,492.50	$ 1,794.00	$ 2,358.75

c) Multi-Unit Dwelling:

	Studio	1 bedroom	2 bedroom	3 bedroom
Park Improvements	$ 647.00	$ 879.00	$ 957.00	$ 1,526.50
Building Improvements	$ 970.50	$ 1,318.50	$ 1,435.50	$ 2,289.75

Sec. 7-205. Contractor Licenses and Registration.

(a) All construction involving roofing and plumbing, exclusive of normal maintenance, requires Illinois State licensed contractors.

(b) Plumbers must submit a Letter of Intent with all permit applications.

(c) Plumbers must submit a valid state license prior to issuance of a permit.

(d) Roofers must submit a valid state license prior to issuance of a permit.

ARTICLE III. STOP WORK ORDER

Sec. 7-301. Authority.

Whenever the code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the code official is authorized to issue a stop work order.

Sec. 7-302. Issuance.

Upon notice from the code official that work on any building or structure is being executed contrary to the provisions of this code or in an unsafe and dangerous manner, such work shall be immediately stopped. A stop work notice shall be posted on the property stating the address, date and nature of the violation.

Sec. 7-303. Unlawful continuance.

Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed by village staff to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than "seventy-five dollars ($75.00) or more than seven hundred fifty dollars ($750.00)."

Sec. 7-304. Removal.

It shall be unlawful for any person to remove a stop work notice unless authorized by village staff. If a stop work notice is removed, one hundred dollars ($100.00) fee per notice shall be added to the permit cost.

ARTICLE IV. BUILDING CODE

Sec. 7-401. Adoption of a building code.

That a certain document designated as "The International Building Code, 2021 Edition", as published by the International Code Council, Inc., be and is hereby adopted as the building code of the village for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, conditions and terms of said International Building Code, are hereby referred to, adopted and made a part hereof as it fully sets out in this article, with the additions, insertions, deletions, and changes, if any, as prescribed in section 7-403 of this article.

Sec. 7-402. Enforcement.

The provisions of this article and the International Building Code, 2021 Edition, which it adopts and incorporates, shall be enforced by the Villa Park Department of Community Development, its director and their designated representatives.

Sec. 7-403. Amendments to building code—Additions, insertions, deletions, and changes.

The following sections of the code herein adopted are amended and revised by addition, insertion, deletion and change as follows:

Chapter 1 Administration

Sec. 101.1 Title. Is amended by deleting the same in its entirety and by substituting the following: These provisions shall be known as the Building Code of Village of Villa Park, hereinafter referred to as "this code."

Sec. 101.4.3 Plumbing. Is amended by deleting the same in its entirety and by substituting the following: The provisions of the Illinois Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The International Plumbing Code shall apply as it relates to IBC Chapter 15, roof drainage and Chapter 29, subsection 2903.

Sec. 101.4.6 Energy. Is amended by deleting the same in its entirety and by substituting the following: The provisions of the current Illinois Energy Conservation Code with amendments shall apply to all matters governing the design and construction of buildings for energy efficiency.

Sec. 105.1 Required. 1 Permit Required: Is amended by deleting the same in its entirety and by substituting the following: It shall be unlawful to proceed with the erection, enlargement, alteration, repair, removal, conversion, demolition or construction of any building or any structural part thereof or to install, alter, repair, convert or remove any associated electrical, plumbing and mechanical systems, or to construct, replace or resurface a sidewalk, driveway or parking lot within the village unless a permit therefore shall have been first obtained from the Community Development Department. A completed permit application with a required drawing and specifications shall be submitted in its entirety prior to commencement of review. Such permit shall be posted in a conspicuous place upon the premises for which it is issued, and shall remain so posted at all times until the work is completed and approved.

Secs. 105.1.1 and *105.1.2* are amended by deleting the same in their entirety.

Sec. 105.2 Work exempt from permit. Is amended by deleting the same in its entirety and by substituting the following: Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. Painting, papering, tiling (not removing plaster/drywall), carpeting, doors (less than 24 square feet and not required to be fire-resistance rated).
2. Retaining walls that are not over three (3) feet in height measured from grade to the top of the wall.
3. Swings and other playground equipment.
4. Fascia, soffit and gutters.
5. Prefabricated swimming pools that are less than 24 inches deep.

Sec. 105.2.1 Emergency repairs. Is amended by deleting the same in its entirety and by substituting the following: Where equipment replacements and repairs must be performed in an emergency situation during non-business hours, the permit application shall be submitted within the next working business day to the building official.

Sec. 105.3.2 Time Limitation of Application. Is amended by deleting the same in its entirety and by substituting the following: An application for which no permit is issued within 90 days of filing shall be deemed expired unless such application has been diligently prosecuted. Reapplication shall include resubmittal of plans and fee. One or more extensions of time for periods of not more than 90 days each shall be permitted to be allowed by the building official for the application, provided justifiable cause is demonstrated.

Add new subsection.

Sec. 105.3.2.1 Time Limit for Obtaining Building Permits. An applicant must take possession of a permit within 30 days after notification by the Community Development Department that his/her permit has been approved. If the applicant does not take possession of a permit within 30 days, then the permit application shall be considered null and void. The application for permit shall be destroyed after 60 days if the applicant has not reapplied.

Sec. 105.5 Expiration. Is amended by deleting the same in its entirety and by substituting the following: Any permit issued shall become invalid if the authorized work is not commenced within 180 days after the time of commencing the work or if the building or work authorized by such permit is suspended or abandoned for a period of 180 days or more after the work has commenced. After the building permit is issued, it shall be the obligation of the applicant to take reasonable and appropriate action so that the work, which is the subject of the permit, is commenced and completed in a diligent manner. Before such work commences or is resumed, a permit extension or renewal is required.

Add new subsection.

Sec. 105.5.1 Permit Extension. A permittee holding an unexpired permit shall be permitted to apply for a one-time 180-day extension provided the permittee shows good and satisfactory reasons beyond their control that the work cannot be commenced within the 180-day period from the original permit issue date. No additional fee is required for the one time extension.

Add new subsection.

Sec. 105.5.2 Permit Renewal. A permit, which has expired for 180 days or less, shall be permitted to be renewed provided no changes have been made in the original plans and specifications for such work. The renewal fee shall be one-half the amount required for a new permit. Permits which have been expired for greater than 180 days require a new application and payment of the full permit fee.

Add new subsection.

Sec. 105.5.3 Time Limit of Building Permit. A permit, once issued, shall be valid for a period of one year, provided work has commenced and the permit has not been suspended. The Community Development Director or his/her designee may grant two extensions of time for additional periods not to exceed 180 days each, provided a fee of one-half of the original cost of the permit shall be charged at the time each extension is granted. Where, under authority of a permit of extended permit, work has been started and has been abandoned for a period of 180 days, the building permit shall become invalid.

Add new subsection.

Sec. 105.5.4 Invalid Permits. Nothing in this section shall prevent the building permit from remaining valid by the Director of Community Development or his/her designee where it can be shown that a hardship not caused in whole or in part by the applicant would occur in enforcing the strict letter of this provision. If the permit does become invalid, all rights under such permit shall thereupon terminate by limitations, and a new permit, including fees, shall be secured before such work is started or continues.

Sec. 107.1 General. Shall be deleted in its entirety and substitute the following:

Application for a building permit shall require submission of two (2) hardcopy and one (1) .pdf sets of stamped and signed architectural plans or drawings complete with all details including, but not limited to, showing plumbing, electrical, heating, and ventilation schedules and diagrams. Additional hardcopy sets may be required as needed.

Landscaping/Lighting Plans: For all new commercial and industrial construction, landscaping and lighting plans, when required, shall be submitted with the building permit application.

Topographical Survey: Three sets of topographical survey prepared by a registered engineer based on one-foot intervals, including surrounding, adjacent buildings and other appurtenances within 20 feet of the subject property with foundation elevation and elevation of other permanent structures, using truss U.S.G.S. elevation standards plus existing grade of curb, sidewalks, and roadways shall be submitted. Any new construction or addition over 500 square feet, except for garages, shall submit a topographic survey. All garages and other accessory structures which require foundations must submit elevation.

Engineering Drawings: Applications for building permits for all development shall include seven (7) sets of engineered drawings. Electronic submittals may be acceptable as permitted by the Director of Community Development or his/her designee. Drawings shall be prepared by all Illinois Registered Engineer and include but not be limited to: all existing and proposed grades, proposed storm water runoff and storm water management facilities, existing and proposed curb cuts for street access, and other details as required by the Director of Community Development to determine compliance with Village regulations.

Plat of Survey: One original and one copy of a plat of survey prepared by a registered land surveyor shall be submitted.

Sec. 109.2 Schedule of permit fees. Is amended by deleting the same in its entirety and by substituting the following: The fees for all permits for buildings and structures, inspections and/or, periodic inspections, shall be as prescribed in Article II of Chapter 7 of the Villa Park Municipal Code as originally adopted and subsequently amended.

Sec. 113 Board of Appeals. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person affected by any notice which has been issued in connection with the enforcement of any provision of this Code or any code, rule or regulation adopted pursuant thereto (the "Petitioner"), shall have the right to redress, and shall be granted a hearing on the matter before the Director of Community Development (the "Director") of the Village of Villa Park, provided that such person shall file in the office of Community Development a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the notice was served. The Director shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

b) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Manager of the Village of Villa Park with regard to the Director's decision, provided that the Petitioner shall file in the office of the Village Manager a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Director's decision. The Village Manager shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

c) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Board of the Village of Villa Park with regard to the Village Manager's decision, provided that the Petitioner shall file in the office of the Village Clerk a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Village Manager's decision. The Village Board shall issue a written decision with regard to such within twenty (20) business days of the hearing.

Sec. 114.4 Violation penalties. Is amended by deleting the same in its entirety and by substituting the following:

(a) Any person, firm, company, corporation or other entity who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the code official, or of a permit or certificate issued under the provisions of this code or who disobeys, violates, or omits, neglects, or refuses to comply with the provisions of this article shall be guilty of a violation of this article, punishable by a fine of not less than seventy-five dollars ($75.00) nor more than seven hundred fifty dollars ($750.00). Each day or portion thereof that a violation or non-compliance continues or exists shall be considered a separate offense.

(b) In addition to the penalties provided herein, the Director of Community Development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

Sec. 115 Stop Work Order. Is amended by deleting the same in its entirety and shall refer to Chapter 7, Article III of the Village of Villa Park Ordinance.

Chapter 2—Definitions

Sec. 202 Definitions.

(Boarding house) Delete: "with or without meals." Insert: "without individual kitchen facilities."

Chapter 4—Special Use and Occupancy

Add new subsection.

Sec. 406.3.2.3 Doorsill. The sills of all door openings between private garages and interior spaces shall be raised not less than 6 inches above the garage floor."

Secs. 406.3.3 and 406.3.3.1 Carports. Are amended by deleting the same in their entirety.

Chapter 9—Fire Protection Systems

Delete chapter in its entirety and refer to the 2021 International Fire Code as adopted and amended in Article XII, Sections 7-1201 & 7-1203.

Chapter 10—Means of Egress

Sec. 1015.2 Guards. Delete "30" and insert “24”.

Chapter 11 - Accessibility

Chapter 11 is amended by deleting the same in its entirety; see State of Illinois Accessibility Code.

Chapter 16 – Structural Design

Section 1612.3. Insert: Village of Villa Park, Illinois

Section 1612.3. Insert: May 14, 2019

Chapter 18 – Soils and Foundations

Sec. 1807.1.4 Permanent wood foundation systems: Is amended by deleting the same in its entirety.

Chapter 29 – Plumbing Systems

Chapter 29 is amended by deleting the same in its entirety and by substituting the following: The provisions of this chapter shall comply with the Current Illinois Plumbing Code, except subsection 2903 shall remain.

Chapter 30—Elevators and Conveying Systems

Sec. 3001.3 Add the following to the end of the paragraph: Reference Standards are to be as stringent and are to comply with the current Illinois Elevator Safety Act and all of the rules for residential conveyance application.

Where the Act does not apply however, the IBC code shall be the standard for new installations, permits acceptance and approval.

For all applications not covered by the Illinois Elevator Safety Act those conveyance applications shall be covered under the Authority Having Jurisdiction for any new installations, permits, periodic inspections and testing, unsafe conditions, power to seal equipment as needed, put a conveyance out of service, final acceptance and approval and to issue certificates of compliance as well as registering owner/agent responsibility for contractors, required maintenance and accident/injury responsibility.

Sec. 3002.4: Elevator Car to accommodate ambulance stretcher. Is amended by deleting the same in its entirety and by substituting the following:

Where elevators are provided in buildings, not fewer than one elevator shall be provided for fire department emergency access to all floors. The elevator car shall be of such a size and arrangement to accommodate an ambulance stretcher 24 inches by 84 inches (610 mm by 2134 mm) with not less than 5-inch (127 mm) radius corners, in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life). The symbol shall be not less than 3 inches (76 mm) in height and shall be placed inside on both sides of the hoistway door frame. *Sec. 3003.2 Fire fighters' emergency operation.* Add the following at the end: and NFPA 72.

Add new subsection:

Sec. 3004.4.1 Miscellaneous hoisting and elevator equipment. All miscellaneous hoisting and elevating equipment shall be subjected to tests and inspections as required by the AHJ to ensure safe operation. As per changes, full load governor and full load safety test to be done after installation of hoist, a major alteration, and a jump of the hoist tower travel.

Sec. 3005.4 Machine rooms, control rooms, machinery, and control spaces: Delete exception #2.

Add new section:

Sec. 3009 Certificate of Compliance. The operation of all equipment governed by the provisions of this chapter and hereafter installed, relocated or altered shall be unlawful by persons other than the installer

until such equipment has been inspected and tested as herein required and a final certificate of compliance has been issued by the code official.

Sec. 3009.1 Posting Certificate of Compliance. The owner or lessee shall post the current-issued certificate of compliance in a conspicuous place inside the elevator.

Chapter 33 – Safeguards During Construction

Sec. 3303.4 Vacant Lot. Is amended by deleting the same in its entirety and by substituting the following: Where a structure has been demolished or removed the vacant lot shall be filled with clean fill and maintained to the existing grade with black dirt, seed and or sod. Existing grade will match the adjacent lots with provisions for proper drainage. Footings, Foundations, and any other sub-grade structures shall be removed from the site in their entirety, including but not limited to basements, cisterns, in-ground swimming pools, slabs, etc.

Chapter 35—Referenced Standards

The appendices of all referenced NFPA standards are to be considered part of each standard. As such, all NFPA appendices are to be considered mandatory requirements.

Delete the following references:

International Plumbing Code except as noted previously

International Private Sewage Disposal Code

International Wildland-Urban Interface Code

Appendices

Adopt the following appendices:

F, H-105, H-106, I, K

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE V. RESIDENTIAL CODE

Sec. 7-501. International Residential Code—Adoption.

That a certain document which is on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as “The International Residential Code, 2021 Edition”, as published by the International Code Council, Inc., be and the same is hereby adopted as the one and two-family dwelling code of the village governing the design, construction, alteration, enlargement, repair, maintenance and use of one and two-family dwellings, as herein provided; and each and all of the regulations, provisions, conditions, and terms of the said International Residential Code, 2021 Edition, are hereby referred to, adopted and made a part hereof as if fully set out in this article, with the additions, insertions, deletions, and changes, if any, prescribed in section 7-503 of this article V.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-502. Enforcement.

The provisions of this article and the International Residential Code, 2021 Edition, which it adopts and incorporates, shall be enforced by the Villa Park Department of Community Development, its director and his/her designated representative.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-503. Amendments to International Residential Code, 2021 Edition, additions, insertions, deletions and changes.

The following sections of the code herein adopted are amended and revised by addition, insertion, deletion and change as follows:

CHAPTER 1 SCOPE AND ADMINISTRATION

Sec. R101.1 Title. Insert "Village of Villa Park".

Sec. R101.2 Scope. Exception. Is amended by deleting the same in its entirety and by substituting the following: "The following shall be permitted to be constructed in accordance with this code where provided with an automatic sprinkler system complying with NFPA 13D:" list of exceptions to remain. Any subsequent references to P2904 shall reference NFPA 13D instead.

Sec. R104.1. Is amended by deleting the same in its entirety and by substituting the following: "The Villa Park Community Development Department, its Director, and his or her designated representatives, are hereby authorized and directed to administer and enforce all of the provisions of this code."

Sec. R105.1 Permit Required. Is amended by deleting the same in its entirety and by substituting the following: It shall be unlawful to proceed with the erection, enlargement, alteration, repair, removal, conversion, demolition or construction of any building or any structural part thereof OR to install, alter, repair, convert or remove any associated electrical, plumbing and mechanical systems, or to construct, replace or resurface a sidewalk, patio, driveway or parking lot within the village unless a permit therefore shall have been first obtained from the Community Development Department. A completed permit application with required drawings and specifications shall be submitted in its entirety prior to commencement of review. Such permit shall be posted in a conspicuous place upon the premises for which it is issued, and shall remain so posted at all times until the work is completed and approved.

Sec. R105.2 Work exempt from permit. Is amended by deleting the same in its entirety and by substituting the following: Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. Painting, papering, tiling (not removing plaster/drywall), carpeting, doors (less than 24 square feet and not required to be fire-resistance rated)
2. Retaining walls that are not over three (3) feet in height measured from grade to the top of the wall.
3. Swings and other playground equipment.
4. Fascia, soffit and gutters.
5. Prefabricated swimming pools that are less than 24 inches deep.

Sec. R105.3.2 Time limitation of application. Is amended by deleting the same in its entirety and by substituting the following: An application for which no permit is issued within 90 days of filing shall be deemed expired unless such application has been diligently prosecuted. Reapplication shall include resubmittal of plans and

fee. One or more extensions of time for periods of not more than 90 days each shall be permitted to be allowed by the building official for the application, provided justifiable cause is demonstrated.

Add new subsection.

Sec. R105.3.3 Time Limit for Obtaining Building Permits. An applicant must take possession of a permit within 30 days after notification by the Community Development Department that his/her permit has been approved. If the applicant does not take possession of a permit within 30 days, then the permit application shall be considered null and void. The application for permit shall be destroyed after 60 days if the applicant has not reapplied.

Add new subsection.

Sec. R105.3.4 By Whom Application is Made. Application for a permit shall be made by the owner or lessee of the building or structure, or agent of either, the registered design professional or contractor employed in connection with the proposed work.

Sec. R105.5 Expiration. Is amended by deleting the same in its entirety and by substituting the following: Any permit issued shall become invalid if the authorized work is not commenced within 180 days after the time of commencing the work or if the building or work authorized by such permit is suspended or abandoned for a period of 180 days or more after the work has commenced. After the building permit is issued, it shall be the obligation of the applicant to take reasonable and appropriate action so that the work, which is the subject of the permit, is commenced and completed in a diligent manner. Before such work commences or is resumed, a permit extension or renewal is required.

Add new subsection.

Sec. R105.5.1 Permit Extension. A permittee holding an unexpired permit shall be permitted to apply for a one-time 180-day extension provided the permittee shows good and satisfactory reasons beyond their control that the work cannot be commenced within the 180-day period from the original permit issue date. No additional fee is required for the one time extension.

Add new subsection.

Sec. R105.5.2 Permit Renewal. A permit, which has expired for 180 days or less, shall be permitted to be renewed provided no changes have been made in the original plans and specifications for such work. The renewal fee shall be one-half the amount required for a new permit. Permits which have been expired for greater than 180 days require a new application and payment of the full permit fee.

Add new subsection.

Sec. R105.5.3. Time Limit of Building Permit. A permit, once issued, shall be valid for a period of one year, provided work has commenced and the permit has not been suspended per Sec. 108.2. The Community Development Director or his/her designee may grant two extensions of time for additional periods not to exceed 180 days each, provided a fee of one-half of the original cost of the permit shall be charged at the time each extension is granted. Where, under authority of a permit of extended permit, work has been started and has been abandoned for a period of 180 days, the building permit shall become invalid.

Add new subsection.

Sec. R105.5.4 Invalid Permits. Nothing in this section shall prevent the building permit from remaining valid by the Director of Community Development or his/her designee where it can be shown that a hardship not caused in whole or in part by the applicant would occur in enforcing the strict letter of this provision. If the permit does become invalid, all rights under such permit shall thereupon terminate by limitations, and a new permit, including fees, shall be secured before such work is started or continues.

*Sec R106.*1 Submittal Documents. Is amended by adding the following: Application for a building permit for structural changes shall require submission of three (3) sets of stamped and signed architectural plans or

drawings complete with all details showing plumbing, electrical, heating, and ventilation schedules and diagrams. Exceptions: Decks, Open porches, Pergolas, or any other permits as determined by CD director and/or designee.

Sec. R107.1 General. Is amended by deleting the same in its entirety and substituting the following: Temporary structures and uses shall conform to the Villa Park Zoning Ordinance.

Sec. R108.2 Schedule of Permit Fees. Is amended by deleting the same in its entirety and by substituting the following: Fees for permits, inspection and/or periodic inspections shall be as prescribed by the Village in Chapter 7, Article II of the Villa Park Municipal Code, as originally adopted and subsequently amended.

Sec. R108.3 Building permit valuations. Add the following to the end of the paragraph. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

Section R109.1.5 is amended by deleting the same in its entirety and by substituting in lieu thereof the following:

R109.1.5 Types of inspections. In addition to the called inspections in sec. 109, the building official shall make or require any other inspections to ascertain compliance with this code and other laws enforced by the building official. Additional inspections required include but are not limited to:

1. Pre-construction, site management inspection.
2. Foundation and drain tile prior to backfill.
3. Any and all underground utilities.
4. Plumbing stack test with water from the highest fixture.
5. Ice barrier.
6. Insulation with required fire blocking and draft stopping in place.
7. New or upgraded electrical service installations prior to activation of service.
8. Concrete pours prior to placement of concrete for all exterior and interior slabs on grade, basement and garage floors, stoops, steps, sidewalks, porches, driveways, deck piers and fence post holes.

Sec. R112 Board of Appeals. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person affected by any notice which has been issued in connection with the enforcement of any provision of this code or any code, rule or regulation adopted pursuant thereto (the "Petitioner"), shall have the right to requires, and shall be granted a hearing on the matter before the Director of Community Development (the "Director") of the Village of Villa Park, provided that such person shall file in the office of Community Development a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the notice was served. The Director shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

b) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Manager of the Village of Villa Park with regard to the Director's decision, provided that the Petitioner shall file in the office of the Village Manager a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Director's decision. The Village Manager shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

c) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Board of the Village of Villa Park with regard to the Village Manager's decision, provided that the Petitioner shall file in the office of the Village Clerk a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Village Manager's decision. The Village Board shall issue a written decision with regard to such within twenty (20) business days of the hearing.

Sec. R113.4 Violation Penalties. Is amended by deleting the same in its entirety and by substituting the following:

Any person, firm or corporation found guilty of violating any of the provisions of this code shall be subject to a fine of not less than seventy-five dollars ($75.00) or more than seven hundred fifty dollars ($750.00) and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this code is committed, continued or permitted. Imposition of a fine upon a finding of guilty shall not preclude the Village from seeking any and all other remedies provided by law, including seeking injunctive or other relief in any court of competent jurisdiction.

Sec. R114 Stop Work Order. Is amended by deleting the same in its entirety and shall refer to Chapter 7, Article III of the Village of Villa Park Ordinance.

CHAPTER 2 DEFINITIONS

The following definition shall be added:

Sec. R202 Definitions.

DRIVEWAY. A private vehicular access-way necessary to provide access from a public street or alley to an approved off-street parking area.

CHAPTER 3 BUILDING PLANNING

Table R301.2(1) Climatic and Geographic Design Criteria shall be amended to read as follows:

Ground snow load	25 lbs/sq. ft.
Wind design (speed)	115 mph
Wind design (topographic effects)	No
Seismic design category	B
Subject to damage from (weathering)	Severe
Subject to damage from (frost line depth)	42" below grade
Subject to damage from (termite)	Moderate to heavy
Winter design temperature	-5°F
Ice barrier underlayment required	Yes
Flood hazards	No
Air freezing index	2,000
Mean annual temperature	48°F
Elevation	699
Latitude	42
Winter heating	1
Summer cooling	88°
Altitude correction factor	.98
Indoor design temperature	72°F
Design temperature cooling	75°F
Heating temperature differential	(72)
Cooling temperature differential	15
Wind velocity heating	15
Wind velocity cooling	7-1/2

Coincident wet bulb	74
Daily range	M
Winter humidity	40
Summer differential	2.25

Sec. 302.1 Exterior Walls. Delete exceptions 3 and 4.

Sec. R302.4.1 is amended by deleting the same in its entirety.

Sec. R302.5.2 Duct penetration. Insert the following at the end of the sentence: Ducts shall be covered with a minimum of ½" gypsum board.

Table R302.6 Delete Row 4 from the table in its entirety.

Sec. R303.10 Required Heating. Is amended by deleting the same in its entirety and by substituting the following:

Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms, bathrooms; and toilet rooms all year. Cooking appliances or portable space heaters shall not be used to provide space heating to meet the requirements of this section.

Sec. R306.2 Add the following to the end: There shall be only one kitchen allowed for one and two family dwellings and townhouses unless permission is granted by the Community Development Director.

Sec. R307.1 Delete Section P2705.1 and insert “Illinois Plumbing Code".

Sec. R308.6.6 Delete “20” and insert “14”.

Add new subsection.

R309.1.2 Gas curb. The garage floor surface shall be a minimum of 6 inches below the adjacent top of foundation for the common walls with the living space. A six (6)-inch high by four (4)-inch wide concrete gas curb may be poured against the common walls in lieu of the six (6) inch difference in elevation.

Exception: Existing garage slabs without a gas curb can be replaced without installing a new gas curb.

Sec. R309.5 Fire sprinklers. Delete section in its entirety

Add new section.

Section 310.1 Emergency escape and rescue opening required. Is amended by adding the following: At least one opening shall be provided in the basement common area in addition to any sleeping rooms.

Section R310.6 Dwelling additions. Is amended by deleting exceptions #1 and #3.

Section R310.6 Dwelling additions. Is amended by deleting exception #2 in its entirety and substituting the following: An emergency escape and rescue opening is not required in a new basement where there is an emergency escape and rescue opening in an existing basement that is accessed from the new basement provided it is not through an enclosed room.

Sec. R310.7 Alterations or repairs of existing basements. Is amended by deleting the same in its entirety and substituting the following:

An emergency escape and rescue opening shall be required where existing basements undergo remodeling or repairs if it contains a rec. room, office, play room, exercise room, study, etc.

Sec. R311.2 Egress door. Is amended by deleting the first sentence and inserting the following: Not less than two egress doors shall be provided for each dwelling unit, one of which may be a sliding patio style door or similar. Only one egress door may be required as determined by the Community Development Director.

Sec. R311.7.10.1 Spiral stairways. Add the following to the end of the paragraph: Spiral stairways shall not be used as an element of a means of egress.

Sec. R312.1.1 Where required. Delete 30 and insert "24".

Sec. R312.1.1 is amended by adding the following to the end of the paragraph:

Decorative planter boxes or built-in seating that does not comply with the guard height requirements shall not be substituted for providing a required guard.

Sec. R313 Automatic Fire Sprinkler Systems. Is amended by deleting the same in its entirety.

CHAPTER 4 FOUNDATIONS

Sec. R401.1 Application. Is amended by deleting the last sentence of the first paragraph. Wood foundations are prohibited. Any such references shall be deleted.

Sec. R401.1 Exception is further amended to delete the exceptions.

Sec. R401.1 is further amended to delete the last paragraph of the section.

Secs. R402.1 through 402.1.2 Wood foundations. Are amended by deleting the same in their entirety.

Sec. R403.1.1 is further amended by deleting the second to last sentence of the section.

Figures R403.1(2) and R403.1(3) are amended by deleting the same in their entirety.

Sec. R403.2 is amended by deleting the same in its entirety.

Table No. R404.1.1(1) Plain Concrete and Plain Masonry Foundation Walls. Minimum thickness and allowable depth of unbalanced fill for unreinforced masonry and concrete foundation walls where unstable soil or ground water conditions do not exist in Seismic Categories No. 0, 1, or 2. The provisions of Table No. R404.1.1(1) providing specifications and provisions for 'Masonry of Hollow Units' and 'Rubble Stone' are hereby deleted in their entirety.

Table No. R404.1.1(2) Reinforced Concrete and Masonry Foundation Walls. Requirements for masonry or concrete foundation walls subjected to no more pressure than would be exerted by backfill having an equivalent fluid weight of thirty pounds per cubic foot located in Seismic Categories No. 3 or 4 or subjected to unstable soil conditions. The provisions of Table No. R404.1.1(2) providing specifications and provisions for 'Hollow Masonry' are hereby deleted in their entirety.

Secs. R404.2 through R404.2.6 are amended by deleting the same in their entirety.

Secs. R405.2 through 405.2.3 is amended by deleting the same in their entirety.

Secs. R406.3 through 406.3.4 is amended by deleting the same in its entirety.

CHAPTER 5 FLOORS

Sec. R504 Pressure preservative-treated wood floors (on ground). Is amended by deleting the same in its entirety.

Sec. R506.1 General is amended by deleting "3½" and inserting "4" from the third line.

Sec. R507.3 Footings is amended by deleting Exceptions 1 and 2.

CHAPTER 8 ROOF-CEILING CONSTRUCTION

Sec. R801.3 Roof drainage. Is amended by deleting the same in its entirety and by substituting the following: All dwellings and garages shall have a controlled method of water disposal from roofs that will collect and discharge roof drainage to the ground surface at least five (5) feet from foundation walls, or to an approved drainage system.

CHAPTER 9 ROOF ASSEMBLIES

Add new subsection.

Sec. R908.7 Ventilation. When re-covering or replacing an existing roof, the roof shall be ventilated in accordance with the requirements of Sec. R806.

CHAPTER 10 CHIMNEYS AND FIREPLACES

Add new subsection.

Sec. R1004.6 Insulated fire boxes. When a factory-built fireplace is installed on an outside wall, the frame cavity surrounding the firebox shall be insulated in the same manner as the adjacent wall areas. The product's rating for clearance to combustibles shall be maintained. A minimum of ½" gypsum board shall be installed over combustible materials extending from the bottom of the firebox to the firestop located above the appliance.

Delete the following chapters in their entirety:

Chapters 11, 25-43

APPENDICES

Adopt the following appendices: AE, AF, AH, AK, AM, AO, AT, AW.

Section AE114.3 Footings and foundations. Is amended by deleting “12” and inserting “42” in the last sentence of the first paragraph. Add: Wood foundations are prohibited.

(Ord. No. 4137 , § 2, 3-9-20; Ord. No. 4190 , § 2, 12-21-20)

ARTICLE VI. ELECTRICAL CODE

Sec. 7-601. National Electrical Code—Adoption.

That a certain document, one (1) copy of which is on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as "National Electrical Code, 2020 Edition," as published and copyrighted by the National Fire Protection Association, be and the same is hereby adopted as the electrical code of the Village of Villa Park, State of Illinois; for the regulation of the installation, alteration and use of electrical conductors, electric equipment and other equipment installed in buildings, structures, and other premises for the utilization of electricity for light, heat or power and each and all of the regulations, provisions, conditions, and terms of said National Electrical Code, 2020 Edition, are hereby referred to, adopted and made a part hereof as if fully set out in this ordinance, with the additions, insertions, deletions, and changes, if any, as prescribed in section 7-606 of this article VI.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-602. Enforcement.

The provisions of this article and the National Electrical Code, 2020 Edition, which it adopts and incorporates, shall be enforced by the Village of Villa Park Department of Community Development, its director, and his or her designated representative.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-603. Fees.

The fees for all permits for electrical installations, inspections and/or periodic inspections, shall be as prescribed in Chapter 7, Article II of this code as originally adopted and subsequently amended.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-604. Amendments to Electrical Code—Additions, insertions, deletions, and changes.

The following articles of the 2020 National Electrical Code shall be deleted in their entirety:

Article 322 Flat Cable Assemblies.

Article 324 Flat Conductor Cable.

Article 326 Integrated Gas Spacer Cable.

Article 330 Metal Clad Cable.

Article 332 Mineral Insulated, Metal Sheathed Cable.

Article 334 Nonmetallic Sheathed Cable.

Article 338 Service-Entrance Cable.

Article 340 Underground Feeder and Branch Circuit Cable.

Article 362 Electrical Nonmetallic Tubing.

Article 382 Nonmetallic Extensions.

Article 388 Surface Nonmetallic Raceways.

Article 394 Concealed knob and tube wiring.

Article 396 Messenger Supported Wiring.

Article 398 Open wiring on insulators.

The following articles of the 2020 National Electrical Code are hereby modified:

Article 110.14(A) and (B). Shall be deleted in their entirety and substituted with the following:

(A) The use of stab type screw-less pressure terminals of the conductor push-in type is strictly prohibited.

(B) The use of device terminals for splicing is prohibited.

Article 110.27(B). Add the following to the end of the sentence: In residential occupancies where equipment is exposed to the passage of motor vehicles, bollards, barrier protection or guards shall be installed for equipment protection.

Article 210.8 exception to (5). Is amended by substituting the following after fire alarm: burglar alarm system, refrigerator, freezer, ejector and sump pumps shall not be required to have ground-fault circuit-interrupter protection.

Article 210.19(A)(1) General. Is amended by adding the following to the end of the sentence: All branch circuits shall be wired with copper conductors only.

Article 210.70(A)(1) Lighting Outlets Required. Is amended by adding the following to the end of the sentence. In all habitable rooms with more than one entrance, at least one lighting outlet shall be switched

from at least two of the entrances. In all hallways, at least one lighting outlet shall be switched from the entrances at each end of the hallway when the length is 15 feet or longer.

Article 210.70(A)(3) delete "where these spaces are used for storage or contain equipment requiring servicing."

Article 225.10. Shall be deleted in its entirety and substituted with the following: The installation of outside wiring on surfaces of buildings (or other structures) shall be permitted for circuits of not over 1000 volts, nominal, in rigid metal conduit (RMC) or in intermediate metal conduit (IMC). Circuits over 1000 volts, nominal, shall be installed as provided in 300.37.

Article 230.1. Amended by adding a second sentence: Whenever a service is revised or replaced all pertinent articles of the National Electrical Code and this Ordinance shall apply.

Article 230.2 is amended by adding the following to the end of the paragraph: A separate service shall not be permitted in accessory structures in one and two family dwellings.

Article 230.9(A). Delete “3 ft.” and insert “5 ft.”

Article 230.23(B). Is amended by deleting the same in its entirety and by substituting the following: The conductors shall not be smaller than 8 AWG copper.

Article 230.24(B)(1). Delete “10 ft.” and insert “10 ft. 6 in.”

Article 230.24(B)(2). Delete “12 ft.” and insert “12 ft. 6 in.”

Article 230.30(A) exceptions shall be deleted in their entirety.

Article 230.30(B). Delete the following: # 3, 4, 6, 7, 8, 9 and 10.

Article 230.31(B). Shall be deleted in its entirety and by substituting the following: The conductors shall not be smaller than 8 AWG copper.

Article 230.41. Delete exceptions 4 and 5.

Article 230.42(A) General. Amended by adding the following to the end of the sentence: Service conductors shall be all copper for 200 ampere services or less. 100 ampere service require No. 3 copper conductors and 200 ampere service requires 3/0 copper conductors.

Article 230.43 Wiring Methods. Is amended by deleting the same in its entirety and by substituting the following: Service entrance conductors shall be installed in accordance with the applicable requirements of this code covering the type of wiring method used and shall be limited to the following methods: Rigid metal conduit (RMC), Intermediate metal conduit (IMC), rigid polyvinyl chloride conduit (PVC) underground only.

Article 230.44 shall be deleted in its entirety.

Article 230.54(A) Add the following to the end of the paragraph: All new service heads SHALL be located no more the 25' above the ground AND must be positioned so that the service wire installation has safe access from an extension ladder.

Article 230.70(A)(1) Readily Accessible Location. Is amended by deleting the same in its entirety and substituting the following: "The service disconnecting means shall be installed at a readily accessible location either outside of a building or structure, inside nearest the point of entrance of the service conductors, in any case within five (5) feet of conduit and conductor entrance to the building. The service disconnecting means shall not be located in an enclosed room, including but not limited to, a bedroom, office, study, play room or similar room".

Article 230.71(A) Maximum Number of Disconnects. Amended by adding to this section the following: "It is the intent of this section to require no more than six (6) operations of switches, buttons, breakers, etc. to

disconnect all power entering the service location. Each service more than 250 volts to ground and in excess of 800 AMPS shall have a single main to open all ungrounded conductors."

Article *230.79(C). One-Family Dwellings.* Add the following: The main panelboard shall have a minimum of 20 spaces.

Article 250.62—Grounding Electrode Conductor Material. Is amended by deleting the words: Aluminum or copper clad aluminum from the first sentence.

Article 250.64(A). Is amended by deleting in its entirety and by substituting the following: The following provisions shall control the grounding of services and shall supersede any conflicting provisions in the National Electrical Code, 2020 Edition.

When water is supplied by the Village, the service grounding conductor shall be connected to the water pipe on the supply side of the meter unless otherwise approved by the Director of Community Development of the Village of Villa Park. The grounding electrode conductor for the service shall terminate at the street side of the domestic water service and shall be protected by rigid metal conduit, intermediate metal conduit or electrical metallic tubing. The grounding electrode conductor shall be copper and the water meter shall be provided with an adequate jumper.

Article 250.118(1). Delete aluminum, copper-clad aluminum from the first sentence and numbers 5, 6, 7, 8, 9 and 10 in their entirety.

Article 300.5(A). Minimum cover requirements. Delete "Direct-buried cable or" from the first sentence.

Article 300.5(C) is amended deleting in its entirety and by substituting the following: Rigid metal conduit (RMC), intermediate metal conduit (IMC) or rigid polyvinyl chloride conduit (PVC) shall be used in all concrete and underground installations.

Article 300.5(C) is amended by deleting the exceptions.

Table 300.5 Minimum Cover Requirements 0 to 1000 volts. Is amended by deleting Column 1 in its entirety.

Article 300.50(A). Delete the second sentence and insert: Conductors shall be installed in rigid metal conduit, intermediate metal conduit or PVC schedule 80 conduit.

Table 300.50 is amended by deleting column 1 in its entirety.

Article 310.1 is amended by adding the following to the end of the paragraph: "All conductors #2000 kcmil and smaller shall be copper.

Article 310.3(A) Minimum Size of Conductors. Add the following to the end of the first sentence: "Except in residential uses, conductors used in systems exceeding 50 volts shall be #12 or larger."

Article 310.3(B). Add the following to the end of the first sentence: "All conductors #2000 kcmil and smaller shall be copper."

Article 310.10(E) is amended by deleting the same in its entirety.

Article 314.3 is amended by deleting the same in its entirety.

Article 352.10(A) Concealed. Is amended by deleting the same in its entirety.

Article 355.10(A) Concealed. Is amended by deleting the same in its entirety.

Article 356.10(4) Uses Permitted. Is amended by deleting the same in its entirety.

Article 358.10(B) Corrosion Protection. Shall be deleted in its entirety

Article 358.42 Couplings and Connectors. Is amended by adding the following to the end: "Only set-screw type fittings and compression type fittings shall be installed.

Add new subsection.

Article 410.16(D) Closet Storage Space. In residential occupancies, all clothes closets over six (6) square feet shall have an approved luminaire installed.

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE VII. MECHANICAL CODE

Sec. 7-701. Adoption of a mechanical code.

That a certain document, one (1) copy of which is on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as The International Mechanical Code, 2021 Edition, as published by the International Code Council, Inc., be and the same is hereby adopted as the mechanical code of the Village of Villa Park, State of Illinois; for the control of mechanical systems of building and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the said International Mechanical Code, 2021 Edition, are hereby referred to, adopted and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in section 7-703 of this article VII.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-702. Enforcement.

The provisions of this article and the International Mechanical Code, 2021 Edition, which it adopts and incorporates, shall be enforced by the Villa Park Department of Community Development, its director and his/her designated representative.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-703. Amendments to the mechanical code; additions, insertions, deletions and changes.

CHAPTER 1 - ADMINISTRATION

Sec. 101.1 Title. Is amended by deleting the same in its entirety and by substituting the following: These provisions shall be known as the Mechanical Code of Village of Villa Park and shall be cited as such and will be referred to herein as "this code."

Sec. 102.11 Is amended by adding the following to the end of the paragraph: Wherever reference is made to the International Plumbing Code, such reference shall be deemed to refer to the applicable section of the current Illinois Plumbing Code, as adopted by the Village of Villa Park.

Sec. 101.3 Creation of Agency. Insert: The Community Development Department.

Sec. 106.1 Where required. Is amended by deleting the same in its entirety and by substituting the following: It shall be unlawful to proceed with the alteration, repair, conversion, replacement, removal or installation of any mechanical systems within the village unless a permit therefore shall have been first obtained from the Community Development Department. A completed permit application with a required drawings and specifications shall be submitted in its entirety prior to commencement of review. Such permit shall be posted in a

conspicuous place upon the premises for which it is issued, and shall remain so posted at all times until the work is completed and approved.

Secs. 106.1.1 and 106.1.2 Annual permits. Are amended by deleting the same in their entirety.

Sec. 106.3.3 Time Limitation of Application. Is amended by deleting the same in its entirety and by substituting the following: An application for which no permit is issued within 90 days of filing shall be deemed expired unless such application has been diligently prosecuted. Reapplication shall include resubmittal of plans and fee. One or more extensions of time for periods of not more than 90 days each shall be permitted to be allowed by the building official for the application, provided justifiable cause is demonstrated.

Add new subsection.

Sec. 106.3.3.1 Time Limit for Obtaining Building Permits. An applicant must take possession of a permit within 30 days after notification by the Community Development Department that his/her permit has been approved. If the applicant does not take possession of a permit within 30 days, then the permit application shall be considered null and void. The application for permit shall be destroyed after 60 days if the applicant has not reapplied.

Sec. 106.4.3 Expiration. Is amended by deleting the same in its entirety and by substituting the following: Any permit issued shall become invalid if the authorized work is not commenced within 180 days after the time of commencing the work or if the building or work authorized by such permit is suspended or abandoned for a period of 180 days or more after the work has commenced. After the building permit is issued, it shall be the obligation of the applicant to take reasonable and appropriate action so that the work, which is the subject of the permit, is commenced and completed in a diligent manner. Before such work commences or is resumed, a permit extension or renewal is required.

Sec. 106.4.4 Extensions. A permittee holding an unexpired permit shall be permitted to apply for a one-time 180-day extension provided the permittee shows good and satisfactory reasons beyond their control that the work cannot be commenced within the 180-day period from the original permit issue date. No additional fee is required for the one time extension.

Sec. 109.2 Fee Schedule. Is amended by deleting the same in its entirety and by substituting the following: The fees for all permits for mechanical work, inspections and/or periodic inspections shall be as prescribed in Chapter 7, Article II of the Villa Park Municipal Code as originally adopted and subsequently amended.

Sec. 109.6 Fee refunds. Is amended by deleting the same in its entirety.

Sec. 113 Stop Work Order. Is amended by deleting the same in its entirety and refer to Chapter 7, Article III of the Village of Villa Park Municipal Code.

Sec. 114.1 Application for appeal. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person affected by any notice which has been issued in connection with the enforcement of any provision of this Code or any code, rule or regulation adopted pursuant thereto (the "Petitioner"), shall be granted a hearing on the matter before the Director of Community Development (the "Director") of the Village of Villa Park, provided that such person shall file in the office of Community Development a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the notice was served. The Director shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

b) The Petitioner shall have the right to a hearing before the Village Manager of the Village of Villa Park with regard to the Director's decision, provided that the Petitioner shall file in the office of the Village Manager a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Director's decision. The Village Manager

shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

c) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Board of the Village of Villa Park with regard to the Village Manager's decision, provided that the Petitioner shall file in the office of the Village Clerk a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Village Manager's decision. The Village Board shall issue a written decision with regard to such within twenty (20) business days of the hearing.

Secs. 114.2 through 114.4 are amended by deleting the same in their entirety.

Sec. 115.4 Violation Penalties. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person, firm or corporation found guilty of violating any of the provisions of this code shall be subject to a fine of not less than seventy-five dollars ($75.00) or more than seven hundred fifty dollars ($750.00) and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this code is committed, continued or permitted. Imposition of a fine upon a finding of guilty shall not preclude the Village from seeking any and all other remedies provided by law, including seeking injunctive or other relief in any court of competent jurisdiction.

b) In addition to the penalties provided herein, the Director of Community Development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

Sec. 602.2 Delete second paragraph in its entirety.

Sec. 602.3 Delete section in its entirety.

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE VIII. PLUMBING CODE

Sec. 7-801. Adoption of a plumbing code.

That a certain document, two (2) copies of which are on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as the Plumbing Code of the Illinois Department of Public Health, latest edition as published by the State of Illinois, be and is hereby adopted as the plumbing code of the Village of Villa Park, in the State of Illinois; for the control and regulation of plumbing systems and of buildings and structures as herein provided; and each and all of the regulations, provisions, conditions and terms of said Plumbing Code, latest edition, of the Illinois Department of Public Health are hereby referred to, adopted and made a part hereof, as if fully set out in this article.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-802. Enforcement.

The provisions of this article and the Illinois Plumbing Code, latest edition, of the Illinois Department of Public Health, which it adopts and incorporates, shall be enforced by the Village of Villa Park Community Development Department, its director, and his or her designated representatives.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-803. Fees.

The fees for all permits for all plumbing work, inspections and/or periodic inspections shall be as prescribed in Chapter 7, Article II of this code as originally adopted and subsequently amended.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-804. Violation; penalties.

(a) Any person, firm or corporation found guilty of violating any of the provisions of this code shall be subject to a fine of not less than seventy-five dollars ($75.00) or more than seven hundred fifty dollars ($750.00) and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this code is committed, continued or permitted. Imposition of a fine upon a finding of guilty shall not preclude the village from seeking any and all other remedies provided by law, including seeking injunctive or other relief in any court of competent jurisdiction.

(b) In addition to the penalties provided herein, the Director of Community Development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-805. Reserved.

Sec. 7-806. Responsibility of plumbing contractors.

(a) Plumbing contractors shall be solely responsible for requesting plumbing inspections; twenty-four (24) hours' notice of such inspections shall be given to the Director of Community Development or his/her designee.

(b) A copy of the plumbing contractor's current state or City of Chicago “055” plumbing license shall be on file with the Community Development Director prior to issuing a plumbing permit.

(c) Plumbing contractors shall be responsible for any changes in design or addition of fixtures. The community development director or his/her designee shall be notified of any changes on which original permit was issued. Plumbing drawings shall be required on all plans of residential, commercial, industrial and multiple-family structures.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-807. Water conservation.

All plumbing work to be in strict accordance with the village's water conservation program. Plumbing contractors shall be responsible for the installation of suitable flow control devices where manufacturers' items do not conform to regulations. The addition of aerators with flow control features will not be permitted on new or replacement installations.

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE IX. PROPERTY MAINTENANCE CODE

Sec. 7-901. Adoption of a property maintenance code.

That a certain document, one (1) copy of which is on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as The International Property Maintenance Code, 2021 Edition, as published by the International Code Council, Inc., be and is hereby adopted as the Property Maintenance Code of the Village of Villa Park for the regulation and control of existing structures and buildings as herein provided; and each and all of the regulations, standards, provisions, guidelines, conditions and terms of said International Code Council's 2021 International Property Maintenance Code, are hereby adopted and incorporated by reference and made a part hereof as if fully set out herein, with the additions, deletions, insertions and changes, if any, as prescribed and stated in section 7-903 of this Article IX.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-902. Enforcement.

The provisions of this article and the International Property Maintenance Code 2021, which it adopts and incorporates, shall be enforced by the Villa Park Department of Community Development, its director and his or her designated representatives.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-903. Amendments to the property maintenance code.

The following sections of the code herein adopted are amended and revised by addition, deletion, insertion and change as follows:

CHAPTER 1 - ADMINISTRATION

Sec. 101.1 Title. Delete in its entirety and substitute the following: These provisions shall be known as the Property Maintenance Code of Village of Villa Park and shall be cited as such and will be referred to herein as "this code."

Sec. 102.3 Application of other codes. Is amended by deleting and replacing the last sentence by substituting the following:

Nothing in this code shall be construed to cancel, modify or set aside any provisions of the jurisdiction's zoning code. In the event of conflict, the most restrictive provision shall apply.

Sec. 102.7 Referenced codes and standards. Is amended by deleting the same in its entirety and by substituting the following: The codes and standards referenced in this code shall be those that have been adopted by the Village of Villa Park and considered part of the requirements of this code to the prescribed extent of each such reference.

Section 103.1 Creation of Agency. Insert: Community Development Department

Sec. 107 Means of appeal. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person affected by any notice which has been issued in connection with the enforcement of any provision of this Code or any code, rule or regulation adopted pursuant thereto (the "Petitioner"), shall have the right to a hearing on the matter before the Director of Community Development (the "Director") of the Village of Villa Park, provided that such person shall file in the office of Community Development a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the notice was served. The Director shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

b) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Manager of the Village of Villa Park with regard to the Director's decision, provided that the Petitioner shall file in the office of the Village Manager a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Director's decision. The Village Manager shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

c) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Board of the Village of Villa Park with regard to the Village Manager's decision, provided that the Petitioner shall file in the office of the Village Clerk a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Village Manager's decision. The Village Board shall issue a written decision with regard to such within twenty (20) business days of the hearing.

Sec. 109.4 Violation penalties. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person, firm or corporation found guilty of violating any of the provisions of this code shall be subject to a fine of not less than seventy-five dollars ($75.00) or more than seven hundred fifty dollars ($750.00) and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this code is committed, continued or permitted. Imposition of a fine upon a finding of guilty shall not preclude the Village from seeking any and all other remedies provided by law, including seeking injunctive or other relief in any court of competent jurisdiction.

b) In addition to the penalties provided herein, the Director of Community Development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

Sec. 110 Stop Work Order. Is amended by deleting the same in its entirety and shall refer to Chapter 7, Article III of the Village of Villa Park Ordinance.

CHAPTER 2 - DEFINITIONS

Sec. 201.3 Terms defined in other codes. Is amended by deleting the same in its entirety and by substituting the following:

Where terms are not defined in this code and are defined in the building, existing building, plumbing, electrical, residential, fuel gas, mechanical and fire codes adopted by the Village of Villa Park, such terms shall have the meanings ascribed to them as in those codes. Exception to remain.

Sec. 202 General Definitions.

Bathroom: Is amended by deleting the same in its entirety and by substituting the following: A room containing a lavatory, water closet, bathtub and/or shower.

Bedroom: Is amended by deleting the same in its entirety and by substituting the following: A bedroom is defined as a segregated and separate room or space used or intended to be used for sleeping purposes and delineated by four (4) fixed walls, a closet and a door containing a minimum of at least seventy (70) square feet of floor area for a single occupant and every bedroom occupied by more than one person shall contain at least fifty (50) square feet of floor area for each occupant thereof, for the health, safety and welfare of the residents of the Village of Villa Park, excepting studios. It shall be prohibited to occupy any residence that fails to satisfy the minimal floor area set forth herein for any residential occupancy.

Insert new definition:

Debris: An accumulation of one or more of the following items; tin cans, glass jars, bottles, scrap glass, paper cartons, scraps of paper, boxes, ashes, iron, old hot water tanks, oil storage tanks, tin or other metal

materials, refuse, rubbish, junk, waste, manure, straw, piles of grass clippings, lumber, old bricks, concrete blocks, chunks of broken concrete, plaster board, discarded furniture, mattresses, bed springs, portable swimming pools in disrepair, operable or inoperable household appliances, lawn and garden equipment, inoperable bicycles, plumbing materials, electrical supplies or cords, or other like matter or things.

Insert new definition:

Public nuisance: Includes the following:

1. The physical condition, or use of any premises regarded as a public nuisance at common law; or
2. Any physical condition, use or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations and unsafe fences or structures; or
3. Any premises which has unsanitary sewerage disposal facilities or plumbing facilities; or
4. Any premises designated as unsafe for human habitation or use; or
5. Any premises which is manifestly capable of being a fire hazard, or is manifestly unsafe or unsecured as to endanger life, limb or property; or
6. Any premises from which the plumbing, heating and/or facilities required by this code have been removed, or from which utilities have been disconnected, destroyed, removed or rendered ineffective, or the required precautions against trespassers have not been provided; or
7. Any premises which is unsanitary, or which is littered with rubbish, debris or garbage, or which has an uncontrolled growth of weeds; or
8. Any structure or building that is in a state of dilapidation, deterioration or decay, faulty construction, overcrowded, open, vacant or abandoned; damaged by fire to the extent so as not to provide shelter, in danger of collapse or failure or dangerous to any one on or near the premises."

CHAPTER 3 - GENERAL REQUIREMENTS

Sec. 301.2 Responsibility. Delete first sentence and replace with: The owner of the premises shall maintain the structures, fixtures and exterior property in compliance with these requirements, except as otherwise provided for in this code.

Sec. 301.3 Vacant structures and land. Add the following to the end of the sentence:

Any owner of a vacant structure shall be required to register that property with the Community Development Department if said property is determined by Village inspection to have met the requirements of being vacant as prescribed in Article XIII of the Municipal Code of Villa Park.

Sec. 302.1 Sanitation. Insert after sanitary condition "and free from any accumulation of rubbish, debris or garbage."

Sec. 302.4 Weeds. Insert "six (6) inches."

Add new subsection.

Sec. 302.10 Open fires. Open fires shall be prohibited except as specifically approved by the fire official.

Add new subsection:

Sec. 302.11 Dead vegetation. Any vegetation that is dead, whether in whole or in part and in the opinion of the code official is capable of causing property or utility damage shall be removed. Any vegetation that is dead, whether in whole or in part and within any yard shall be removed. Any vegetation removed that is a

part of a required landscaping area shall be replaced with live plants as approved by the Director of Community Development or his/her designee.

Add new subsection:

Sec. 304.3.1 Multi-Premises identification.

a) Where there are more than four (4) spaces/units located in a single commercial or industrial structure, each rear street level exterior door shall be marked with the corresponding street address and the identification of the occupancy. The numbering and lettering shall be no less than two and one-half (2½) inches in height and in contrast coloring to that of the coloring of the door(s). The placement of the numbering and lettering shall be a height of six (6) feet from the door threshold and shall be uniform throughout the commercial or industrial structure. All fire protection rooms, with direct outside ground access, shall be identified with the works, "Fire Protection Equipment Room" which shall appear on the door to said room in the same manner as the street address. Where fire protection rooms have interior access only, these rooms shall be identified as such with lettering or acceptable symbols, in the same manner as the street address, except that said lettering or acceptable symbols shall be no less than one (1) inch in height.

b) Where there are more than four (4) multi-family residential units, addresses shall be displayed on both the front and rear of the buildings.

c) Where there is an assigned and/or privately owned and designated vehicular parking spot for multi-family residences that area must also be labeled with the individual unit address.

Sec. 304.6 Exterior walls. Add the following to the end of the sentence:

Exterior masonry walls shall be free from broken or missing mortar and bricks, and shall be maintained by brick replacement, masonry repair, repainting or tuck pointing to maintain wall integrity and weatherproofing.

Sec. 304.14 Insect screens. Insert: "April 1 to December 1."

Sec. 304.15 Doors. Is amended by adding the following to the end of the paragraph: Minimum thickness shall be 1⅜" solid wood door or honeycombed core steel door. Sleeping rooms and bedrooms shall have doors that are at least six (6) feet eight (8) inches in height and be side-hinged, readily openable, and provided with latching hardware.

Sec. 305.3 Interior surfaces. Is amended by deleting the same in its entirety and by substituting the following:

All interior surfaces, including windows and doors, shall be maintained in a clean and sanitary condition. Abraded, chipping, flaking or peeling paint shall be removed, repaired or surface coated. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected. Surfaces shall have no signs of chronic or persistent moisture, mold or mildew. Materials discolored or deteriorated by water or moisture damage shall be cleaned, dried or otherwise repaired and the underlying cause corrected.

Sec. 307.1 General. Is amended by deleting the same in its entirety and by substituting the following:

Every exterior and interior flight of stairs having three or more risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 24 inches above the floor or grade below shall have guards. Handrails shall not be less than 34 inches high or more than 38 inches high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 36 inches high above the floor of the landing, balcony, porch, deck or ramp or other walking surface. Open sides of stairs with a total rise of more than 24 inches above the floor or grade below shall have guardrails not less than 34 inches in height measured vertically from the nosing of the treads.

Exception: Guards shall not be required where exempted by the adopted building code.

Sec. 308.1 Accumulation of rubbish or garbage. Is amended by deleting the same in its entirety and by substituting the following: Exterior property and premises, and the interior of every structure, shall be free from any accumulation of debris, garbage and rubbish.

Add new subsection:

Sec. 308.4 Disposal of debris. Every occupant of a structure shall dispose of debris in a clean and sanitary manner by placing such debris in an approved debris disposal facility or approved debris containers, and such disposal shall take place in compliance with the provisions of Chapter 10 of the Villa Park Municipal Code.

CHAPTER 4 - LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

Sec. 401.2 Responsibility. Add the following to the end of the paragraph:

No owner, operator or occupant shall cause any equipment, facility, service or utility which is required under this code to be discontinued, removed or shut off for any occupied dwelling or dwelling unit let or occupied; except for such temporary interruption as may be necessary while alterations or repairs are in process. Discontinuation of services by the appropriate authorities or utilities during temporary emergencies shall not be cause for violation of this code.

Sec. 404.3 exc. 2 is deleted in its entirety.

Sec. 404.4.4 Prohibited occupancy. Is amended by deleting the same in its entirety and by substituting the following:

Prohibited sleeping areas are defined as kitchens, as well as living rooms, dining rooms and other rooms which are not designated or qualified as bedrooms, as defined and qualified herein, which shall not be used for sleeping purposes.

It shall be prohibited to use for sleeping purposes any kitchen, hallway, closet, basement (unless it meets the bedroom requirements listed herein), storage room, public area, dining room, living room or uninhabitable space.

CHAPTER 5 - PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

Sec. 501.2 Responsibility. Add the following to the end of the paragraph:

No owner, operator or occupant shall cause any equipment, facility, service or utility which is required under this code to be discontinued, removed or shut off for any occupied dwelling or dwelling unit let or occupied; except for such temporary interruption as may be necessary while alterations or repairs are in process. Discontinuation of services by the appropriate authorities or utilities during temporary emergencies shall not be cause for violation of this code.

Sec. 502.2 Rooming houses. Is amended by deleting the same in its entirety and by substituting the following:

At least one water closet, lavatory and bathtub or shower shall be supplied for each habitable story, including basement.

Sec. 507.1 General. Is amended by deleting the same in its entirety and by substituting the following: Drainage of roofs, sump pits and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance. All drainage terminations from any source shall discharge no closer than ten (10) feet, where feasible to do so, from any adjacent property line or public way onto a pervious surface and in no way shall any discharge cause a nuisance.

CHAPTER 6 - MECHANICAL AND ELECTRICAL REQUIREMENTS

Sec. 601.2 Responsibility. Add the following to the end of the paragraph:

No owner, operator or occupant shall cause any equipment, facility, service or utility which is required under this code to be discontinued, removed or shut off for any occupied dwelling or dwelling unit let or occupied;

except for such temporary interruption as may be necessary while alterations or repairs are in process. Discontinuation of services by the appropriate authorities or utilities during temporary emergencies shall not be cause for violation of this code.

Sec. 602.2 Residential occupancies. Is amended by deleting the same in its entirety and by substituting the following:

Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68 degrees F in all habitable rooms, bathrooms; and toilet rooms all year. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

Sec. 602.3 Heat supply. Is amended by deleting the same in its entirety and by substituting the following: Every owner and operator of any building, who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, shall maintain a temperature of not less than 68 degrees F (18 degrees C) at any time during the year in all habitable rooms, bathrooms and toilet rooms.

Sec. 602.4 Occupiable work spaces. Is amended by deleting the same in its entirety and by substituting the following:

Indoor occupiable work spaces shall maintain a temperature of not less than 68 degrees Fahrenheit (18 degrees C) at any time during the year in all applicable work space areas.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

CHAPTER 7 - FIRE SAFETY REQUIREMENTS

Sec. 701.2 Responsibility. Add the following to the end of the paragraph:

No owner, operator or occupant shall cause any equipment, facility, service or utility which is required under this code to be discontinued, removed or shut off for any occupied dwelling or dwelling unit let or occupied; except for such temporary interruption as may be necessary while alterations or repairs are in process. Discontinuation of services by the appropriate authorities or utilities during temporary emergencies shall not be cause for violation of this code.

CHAPTER 8 - REFERENCED STANDARDS

Chapter 8 Referenced Standards. Is amended by deleting the same in its entirety and by substituting the following:

The codes and standards referenced in this chapter shall be those that have been adopted by the Village of Villa Park and considered as part of the requirements of this code to the prescribed extent of each such reference.

Delete the following references in Chapter 8 in their entirety:

International Plumbing Code

International Zoning Code

APPENDICES

Adopt the following appendix:

Appendix A: Boarding Standard

Section A101.1 General. Add the following:

No structure or portion thereof shall remain boarded for any longer than ninety (90) days without those repairs and/or corrections necessary being completed to have the boarding removed unless an extension is approved by the Community Development Director or his/her designee.

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE X. ACCESSIBILITY CODE

Sec. 7-1001. Adoption of code and standards.

That a certain document, one (1) copy of which is on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as the "Illinois Accessibility Code, most current edition as printed by the State of Illinois and is hereby adopted as the "Accessibility Code for the Village of Villa Park," in the State of Illinois; for the control and regulation of providing access to the built environment by environmentally limited persons as therein provide; and each all of the regulations, provision, conditions and terms of said Illinois Accessibility Code and standards referenced therein are hereby adopted and incorporated by reference and made a part hereof as if fully set out in this article.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1002. Enforcement; penalty.

(a) The provisions of this article and the Illinois Accessibility Code, shall be enforced by the Village of Villa Park Community Development Department, its director, and his or her designated representative or may be referred to the appropriate agency or official as set forth in Section 101.6 of the Illinois Accessibility Code for civil enforcement.

(b) Any person, firm, company, corporation or other entity which disobeys violates, omits, neglects or refuses to comply with this article or the provisions thereof, shall be deemed guilty of a violation of this article, punishable by a fine of not less than seventy-five dollars ($75.00) nor more than seven hundred fifty dollars ($750.00). Each day or portion thereof a violation or non-compliance continues or exists shall be considered a separate offense.

(c) In addition to the penalties provided herein, the director of community development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1003. Conflicting provision.

The provisions of the Illinois Accessibility Code and referenced standards contained therein shall constitute the minimum standards for accessibility and to the extent that any other ordinance of the village conflicts with the provisions of this article or the publications adopted by the provisions of this article, the provisions of this article or the publications adopted hereby shall prevail.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1004. Effect.

Except to the extent required by the Environmental Barriers Act or the Illinois Accessibility Code, nothing in this article or the Illinois Accessibility Code and reference standards adopted hereby shall be construed to affect any litigation, lawsuit or impending court proceeding, or any rights acquired, liability incurred, or any cause or cause of action acquired or existing; nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this article.

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE XI. FUEL GAS CODE

Sec. 7-1101. Adoption of fuel gas code.

That a certain document, one (1) copy of which is on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as The International Fuel Gas Code, 2021 Edition, as published by the International Code Council, Inc., be and the same is hereby adopted as the Fuel Gas Code of the Village of Villa Park, State of Illinois; for the control of fuel gas systems of building and structures as herein provided; and each and all of the regulations, provisions, conditions and terms of the said International Fuel Gas Code, 2021 Edition, are hereby referred to, adopted and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in section 7-1103 of this article XI.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1102. Enforcement.

The provisions of this article and the International Fuel Gas Code, 2021 Edition, which it adopts and incorporates, shall be enforced by the Villa Park Department of Community Development, its director and his/her designated representative.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1103. Amendments of fuel gas code; additions, insertions, deletions and changes.

CHAPTER 1 ADMINISTRATION

Sec. 101.1 Title. Is amended by deleting the same in its entirety and by substituting the following: These provisions shall be known as the Fuel Gas Code of the Village of Villa Park and shall be cited as such and will be referred to herein as "this code."

Sec. 106.1 Where required. Is amended by deleting the same in its entirety and by substituting the following: It shall be unlawful to proceed with the erection, enlargement, alteration, repair, removal, conversion, of the fuel gas systems, unless a permit therefore shall have been first obtained from the Community Development Department. A completed permit application with a required drawings and specifications shall be submitted in its entirety prior to commencement of review. Such permit shall be posted in a conspicuous place upon the premises for which it is issued, and shall remain so posted at tall times until the work is completed and approved.

Sec. 109.2, Fee Schedule. Is amended by deleting the same in its entirety and by substituting the following: The fees for all permits for mechanical work, inspections and/or periodic inspections shall be as prescribed in Chapter 7, Article II of the Villa Park Municipal Code.

Sec. 113. Means of Appeal. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person affected by any notice which has been issued in connection with the enforcement of any provision of this Code or any code, rule or regulation adopted pursuant thereto (the "Petitioner"), shall have the right to require, and shall be granted a hearing on the matter before the Director of Community Development (the "Director") of the Village of Villa Park, provided that such person shall file in the office of Community Development a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the notice was served. The Director shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

b) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Manager of the Village of Villa Park with regard to the Director's decision, provided that the Petitioner shall file in the office of the Village Manager a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Director's decision. The Village Manager shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

c) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Board of the Village of Villa Park with regard to the Village Manager's decision, provided that the Petitioner shall file in the office of the Village Clerk a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Village Manager's decision. The Village Board shall issue a written decision with regard to such within twenty (20) business days of the hearing.

Sec. 115.4. Violation Penalties. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person, firm or corporation found guilty of violating any of the provisions of this code shall be subject to a fine of not less than seventy-five dollars ($75.00) or more than seven hundred fifty dollars ($750.00) and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this code is committed, continued or permitted. Imposition of a fine upon a finding of guilty shall not preclude the village from seeking any and all other remedies provided by law, including seeking injunctive or other relief in any court of competent jurisdiction.

b) In addition to the penalties provided herein, the Director of Community Development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

Add new Section:

Sec. 115.7 Enforcement. The provisions of this article and The International Fuel Gas Code, 2021 Edition, which it adopts and incorporates, shall be enforced by the Village Department of Community Development, its Director and his or her designees.

Sec. 116 Stop Work Orders. Is amended by deleting the same in its entirety and shall refer to Chapter 7, Article III of the Village of Villa Park Ordinance.

Delete the following references in Chapter 8 in their entirety:

International Plumbing Code

APPENDICES

Adopt the following appendices:

A, B, C, D

ARTICLE XII. FIRE CODE

Sec. 7-1201. Adoption of a fire code.

A certain document, one (1) copy of which is on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as the "International Fire Code, 2021 Edition," as published by the International Code Council, Inc., be and is hereby adopted as the fire code of the Village of Villa Park, State of Illinois; for the control of fire hazards as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the said International Fire Code, 2021 Edition, are hereby referred to, adopted and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in section 7-1203 of this article.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1202. Enforcement.

The provisions of this article and the International Fire Code, 2021 Edition, which it adopts and incorporates, shall be enforced by the Villa Park Department of Community Development, its director and his/her designated representative.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1203. Amendments of fire code; additions, insertions, deletions and changes.

CHAPTER 1 SCOPE AND ADMINISTRATION

Sec. 101.1. Title. Is amended by deleting the same in its entirety and by substituting the following: These provisions shall be known as the Fire Code of the Village of Villa Park and shall be cited as such and will be referred to herein as "this code."

Sec. 102.6 Historic buildings. Shall be deleted in its entirety.

Sec. 103.2 Appointment. Is amended by deleting the same in its entirety and by substituting the following: The fire code official shall be the Director of Community Development.

Secs. 105.1.6 and 105.1.6.1 Annual permits. Are amended by deleting the same in their entirety.

Sec. 105.2.3 Time Limitation of Application. Is amended by deleting the same in its entirety and substituting the following: An application for which no permit is issued within 90 days of filing shall be deemed expired unless such application has been diligently prosecuted. Reapplication shall include resubmittal of plans and fee. One or more extensions of time for periods of not more than 90 days each shall be permitted to be allowed by the building official for the application, provided justifiable cause is demonstrated.

Add new subsection.

Sec. 105.2.3.1 Time Limit for Obtaining Building Permits. An applicant must take possession of a permit within 30 days after notification by the Community Development Department that his/her permit has been approved. If the applicant does not take possession of a permit within 30 days, then the permit application shall be considered null and void. The application for permit shall be destroyed after 60 days if the applicant has not reapplied.

Sec. 105.3.1 Expiration. Is amended by deleting the same in its entirety and by substituting the following: Any permit issued shall become invalid if the authorized work is not commenced within 180 days after the time of commencing the work or if the building or work authorized by such permit is suspended or abandoned for a period of 180 days or more after the work has commenced. After the building permit is issued, it shall be the obligation of the applicant to take reasonable and appropriate action so that the work, which is the subject of the permit, is commenced and completed in a diligent manner. Before such work commences or is resumed, a permit extension or renewal is required.

Sec. 105.3.2 Extensions. A permittee holding an unexpired permit shall be permitted to apply for a one-time 180-day extension provided the permittee shows good and satisfactory reasons beyond their control that the work cannot be commenced within the 180-day period from the original permit issue date. No additional fee is required for the one time extension.

Sec. 105.4.2.1. Fire Protection System Shop Drawings. Add the following to the end of this section: Provide a copy of the hydraulic nameplate for each hydraulically calculated automatic fire sprinkler system area identified on submitted shop drawings.

Section 106.2.2 - Fire Protection System Shop Drawings. Is amended by adding the following to the end of this section: Provide a copy of the hydraulic nameplate for each hydraulically calculated automatic fire sprinkler system area identified on submitted shop drawings.

Sec. 107.2 Schedule of permit fees. Is amended by deleting the same in its entirety and by substituting the following: The fees for all permits for inspections and/or periodic inspections shall be as prescribed Chapter 7, Article II of the Villa Park Municipal Code as originally adopted and subsequently amended.

Sec. 111 Board of Appeals. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person affected by any notice which has been issued in connection with the enforcement of any provision of this Code or any code, rule or regulation adopted pursuant thereto (the "Petitioner"), shall have the right to require, and shall be granted a hearing on the matter before the Director of Community Development (the "Director") of the Village of Villa Park, provided that such person shall file in the office of Community Development a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the notice was served. The Director shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

b) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Manager of the Village of Villa Park with regard to the Director's decision, provided that the Petitioner shall file in the office of the Village Manager a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Director's decision. The Village Manager shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

c) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Board of the Village of Villa Park with regard to the Village Manager's decision, provided that the Petitioner shall file in the office of the Village Clerk a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Village Manager's decision. The Village Board shall issue a written decision with regard to such within twenty (20) business days of the hearing.

Section 109.3 Recordkeeping. Is amended by adding the following paragraph:

All service providers who inspect or test fire protection systems within the Village of Villa Park are required to register and submit all test, inspection and service reports electronically through the Village's third-party inspection records management vendor. A fee of $15.00 per annual submittal will be paid by the service provider directly to the Village's third-party inspection records management vendor.

Sec. 112.4 Violation penalties. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person, firm or corporation found guilty of violating any of the provisions of this code shall be subject to a fine of not less than seventy-five dollars ($75.00) or more than seven hundred fifty dollars ($750.00) and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this code is committed, continued or permitted. Imposition of a fine upon a finding of guilty shall not preclude the village from seeking any and all other remedies provided by law, including seeking injunctive or other relief in any court of competent jurisdiction.

b) In addition to the penalties provided herein, the Director of Community Development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

Sec. 113Stop Work Order. Is amended by deleting the same in its entirety and shall refer to Chapter 7, Article III of the Village of Villa Park Ordinance. CHAPTER 3 GENERAL REQUIREMENTS

Sec. 307.1 General. Is amended by deleting the same in its entirety and by substituting the following: Open burning is prohibited except with the express written permission of the fire code official or his designee.

Exceptions: Recreation fires for cooking food on grills, barbecues, kettles, smokers, and similar appliances. Fire pits, fire rings or other fires on the ground are prohibited. The burning of seasoned firewood in an approved outdoor fireplace is allowed, as long as:

- The wood used shall be cut into logs and not freshly cut or "green." The appliance used shall have a secure, suitable cover and suitable screening in place on its sides.
- The fire code official or his designee may prohibit the use of an outdoor fireplace if the products of combustion create or add to a hazardous or objectionable situation, or creates a hazard.
- Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet of a structure or combustible material.
- A portable fire extinguisher or other approved extinguishing agent such as sand, dirt, or water in sufficient quantity shall be available for immediate use.
- The fire shall not be permitted to create excessive flames, flying embers, or smoke.

It is unlawful, under any circumstance, to burn cardboard, leaves, twigs, branches, grass clippings, construction materials, or other types of waste or refuse.

Add new subsection.

315.8 Storage of lithium metal or lithium-ion Batteries. Areas associated with the collection or storage of lithium metal or lithium-ion batteries shall comply with this chapter.

Exceptions: The following areas shall be exempt from the requirements of this chapter:

1. Areas within a facility that are operated in accordance with procedures that provide for the state of charge of the lithium metal or lithium-ion batteries to be 30 (40) percent or less. Procedures and test reports documenting how the 30 (40) percent or less state of charge is established and how fire protection levels are determined shall be provided to the fire code official for review and approval

2. Areas where fire and fault condition testing conducted or witnessed and reported by an approved testing laboratory is provided showing that a fire involving the batteries in storage will be limited to the design area of an automatic sprinkler system installed in accordance with NFPA 13 and will not adversely impact occupant egress from the building or adversely impact adjacent stored materials or the building structure.

3. Batteries in original retail packaging that are rated at 300 watt-hours or less for lithium-ion batteries or contain 25 grams or less of lithium metal for lithium metal batteries.

315.8.1 Collection. All areas located indoors in any occupancy where used lithium metal or lithium-ion batteries are collected from employees or the public shall be provided with open-top noncombustible containers or containers designed to preclude the release of contents resulting from battery thermal runaway or containers approved for battery collection activities.

1. Containers shall not exceed 1 ft3 (0.03 m3) in size. (Or 55 gallons (113.6 L)

2. Containers shall have a minimum of 3 ft (0.9 m) of open space from other battery collection containers and combustible materials and shall be located a minimum of 5 ft (1.5 m) from exits from the room, space, or building.

3. Where combustible materials are located within the space between collection containers, the containers shall be spaced a minimum 10 ft (3 m) apart.

315.8.2 Collection and Storage Locations.

Batteries collected or stored other than those in collection containers complying with Section 315.8.1 shall be stored in accordance with one or more of the following methods provided for in accordance with one or more of the following methods. Battery terminals shall be protected either through battery design methods or a protective packaging method to prevent short circuit of the battery.

1. In rooms or spaces separated from the remainder of the building areas by fire barriers with a 3-hour fire resistance rating and with horizontal assemblies with a 3-hour fire resistance rating constructed in accordance with the local building code. The room or space shall be protected by a radiant energy detection system installed in accordance with NFPA 72 and shall be protected by an automatic sprinkler system designed and installed in accordance with NFPA 13.

2. Batteries shall be permitted to be stored in approved prefabricated portable buildings or containers that are constructed with 3-hour fire resistance ratings and provided with radiant-energy detection system installed in accordance with NFPA 72 and an approved automatic fire suppression system installed in accordance with NFPA 13.

3. In metal drums storage containers with batteries separated from each other by vermiculite or other approved material packaged to prevent damage that could lead to a thermal event or in containers approved for battery collection and storage activities.

3.1. Each area containing such metal drums or approved containers shall not exceed 900 ft2 (83.61 m2) in area and shall be separated from other battery storage areas by a minimum of 10 ft (3 m).

3.2. The collection and storage area shall be protected by a radiant-energy detection system installed in accordance with NFPA 72 and an approved automatic fire suppression system installed in accordance with NFPA 13.

4. In containers approved for use in transportation or approved by the fire code official that will prevent an event from propagating beyond the container.

4.1. Each area containing the approved transportation containers shall not exceed 900 ft2 (83.61 m2) in area and shall be separated from other battery storage areas by a minimum of 10 ft (3 m).

4.2. The storage area shall be protected by a radiant energy detection system installed in accordance with NFPA 72 and an approved automatic fire suppression system installed in accordance with NFPA 13.

315.8.3 Prevention and Mitigation A plan that provides for the prevention of fire incidents and includes early detection mitigation measures shall be provided to the fire code official for review and approval. The owner is required to file the plan annually.

315.8.4 Explosion Control.

The potential for a deflagration involving the off gassing of flammable gases during a thermal runaway shall be analyzed and explosion protection shall be installed in accordance with Section 911 if the potential exists. A written hazard analysis prepared by a fire protection engineer shall be submitted to the fire code official for review and approval.

315.8.5 Outdoor Storage Location.

Outdoor storage locations for lithium metal or lithium-ion batteries shall comply with the following:

1. Individual pile sizes shall be limited to 900 ft2 (83.61 m2) in area separated from other piles by 10 ft (3 m).

2. Batteries shall be stored in non-combustible containers or approved containers designed for storage of the batteries.

3. Piles located outdoors shall be separated by a minimum 20 ft (6.1 m) from the following exposures:

3.1. Lot lines

3.2. Public ways

3.3. Buildings

3.4. Other storage

3.5. Hazardous materials

3.6. Other exposure hazards

Exception: Clearances shall be permitted to be reduced to 3 ft (0.9 m) when a 3-hour freestanding fire barrier, suitable for exterior use, and extending 15 ft (4.57 m) 5 ft (1.5m) above and extending 15 ft (4.57 m) 5 ft (1.5m) beyond the physical boundary of the pile is provided to protect the exposure.

315.8.5.1 Weather protection.

Where weather protection is provided for sheltering outdoor battery storage areas, such areas shall be considered outdoor storage where the weather protection structure complies with 1 through 3.

1. Walls shall not obstruct more than one side of the structure.

Exception: Walls shall be permitted to obstruct portions of multiple sides of the structure, provided that the obstructed area is not greater than 25 percent of the structure's perimeter.

2. The distance from the structure to buildings, lot lines, public ways or means of egress to a public way shall be not less than the distance required for an outside hazardous material storage or use area without weather protection.

3. The overhead structure shall be of approved noncombustible construction with a maximum area of 1,600 square feet (148.6 m2).

Add new subsection.

Sec. 403.2.5 Overcrowding. Any owner, manager, agent or person in charge shall not permit overcrowding or admittance of any person beyond the established occupant load. The code official, upon finding overcrowding conditions or obstructions in aisles, passageways or other means of egress, or upon finding any condition which constitutes a hazard to life and safety, shall be empowered to cause the occupancy, performance, presentation, spectacle or entertainment to be stopped until such a condition or obstruction is corrected and the addition of any further occupants prohibited until the approved occupant load is re-established.

CHAPTER 5 FIRE SERVICE FEATURES

Sec. 507.5.1 Where Required. Is amended by adding after the last sentence: Refer to Appendix C of the International Fire Code for further requirements.

Sec. 507.5.1.1 Hydrant for standpipe systems. Is amended by deleting the same in its entirety and by substituting the following:

Sec. 507.5.1.1 Hydrant for automatic sprinkler and standpipe systems. Buildings equipped with an automatic sprinkler or standpipe system installed in accordance with Sections 903 and 905 shall have a fire hydrant within a 100' of the fire department connection, subject to the AHJ. Exception is hereby deleted.

CHAPTER 9 FIRE PROTECTION SYSTEMS

Sec. 903.2 Where Required. Is amended by deleting the first paragraph and by substituting the following: Approved automatic sprinkler systems shall be required in all new construction when the fire area exceeds two thousand (2000) square feet and/or shall be provided in the locations described in Sections 903.2.1 through 903.2.12; whichever is stricter.

Exceptions:

1. One and two-family dwellings

An approved automatic fire sprinkler system shall be installed and maintained in all buildings and structures added to or altered according to the following:

1. For existing buildings and structures, any modifications and/or additions that result in the total building area being increased by two thousand (2000) square feet or more in area over a three-year period.

Sec. 903.3.1.2.3 Attics. Delete in its entirety and substitute with the following: "Sprinkler protection shall be provided for attics made of combustible construction."

Sec. 903.3.5 Water Supplies. Is amended by adding the following to this section:

"Hydrant water flow data used for the design of any sprinkler system shall be no more than 1 year old."

Sec. 903.3.8 Limited Area Sprinkler Systems. Is amended by deleting the same in its entirety.

Add new subsection.

Sec. 903.3.9 Safety Factor. Provide a minimum 10% or 5 psi or whichever is greater minimum safety factor in the fire protection system hydraulic calculation. The system demand shall be 5 psi minimum below the seasonal low water flow test supply.

Sec. 903.4 Sprinkler system supervision and alarms. Is amended by deleting "...shall be electrically supervised by a listed fire alarm control unit." and substitute with, "...shall be supervised by a listed fire alarm system, including occupant notification."

Delete exceptions 2, 3, and 5.

Sec. 903.4.1 Monitoring. Is amended by deleting "to an approved supervising station or, when approved by the fire code official, shall sound an audible signal at a constantly attended location." and substituting the following: "to the Fire Department's communication center, via communication method(s) approved by the fire code official, or to an approved, UL listed central station providing full central station service in accordance with NFPA 72 and approved by the Fire Code Official."

Sec. 903.4.2 Alarms. Is amended by deleting the same in its entirety and by substituting the following:

> Approved audible and visible appliances shall be connected to each automatic sprinkler system in accordance with Sections 903.4.2.1 and 903.4.2.2. Sprinkler system water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system.

Add new subsection.

Sec. 903.4.2.1 Exterior Notification Appliances. A Red, 75 candela, weather-proof Horn/Strobe with red lens, shall be provided above the fire department Siamese connection, shall be supervised by the fire alarm system, and shall only operate upon water flow activation of the fire sprinkler system.

Add new subsection.

Sec. 903.4.2.2 Interior Notification Appliances. Interior audible and visible alarms supervised by a fire alarm system shall be provided in accordance with Sections 907.5.1 through 907.5.2.3.4.

Add new subsection.

Sec. 903.4.2.3 Inspectors Test Valves. Fire sprinkler system inspectors test valves shall be accessible at all times and located no more than 6 feet above the finished floor. On multiple riser systems test valves shall be marked as to which riser and area it tests.

Sec. 903.4.3 Floor Control Valves. Is amended by deleting "...in high-rise buildings." and substituting the following: "...in buildings 3 or more stories in height."

Add new subsection.

Sec. 903.4.4 Automatic Sprinklers. When a building has numerous rooms protected by the zoned sprinkler system, the fire department may require additional smoke detectors for a more rapid means to identify the location of smoke or fire.

Sec. 905.3.1 Height. Is amended by deleting the same in its entirety and by substituting the following: Class 1 Standpipe systems shall be installed throughout all buildings that are more than 2 stories above grade or have more than 1 story below grade.

Add new subsection.

Sec. 905.3.9 Fire Hose Valves. In all warehouse and/or storage areas, 2½" fire hose valves with a 1½" reducer to a 1½" male connection shall be provided. The valves shall be located at each door entrance to the warehouse and/or storage area. Additional 2½" fire hose valves shall be provided so that no portion of the warehouse and/or storage area is situated more than 120 feet travel distance to a 2½" fire hose valve. All obstructions and/or racks shall be shown on the fire suppression system drawings. The fire hose valve(s) system piping shall be:

a) A separate riser piping system.

b) Hydraulically calculated for a minimum of 250 gallons per minute flow to the most hydraulically remote fire hose valve.

c) Where system pressures exceed 100 PSI, a listed and approved pressure-reducing field-adjustable type valve(s) shall be provided.

Sec. 906.1 Where Required. Is amended by deleting item #1 and in its entirety and by substituting the following:

1. In all new and existing occupancies excluding R-3.

Section 906.3 Size and distribution. Is amended by adding the following: The minimum size ABC Dry Chemical fire extinguisher permitted shall be 2A10BC unless approved otherwise by the Fire Official. All fire extinguishers shall have location signs and current services tags.

Add new subsection.

Sec. 907.1.4 Fire Alarm Type. All fire alarm systems shall be of the addressable type.

Sec. 907.2.1 Group A. Is amended by deleting the first sentence and by substituting the following: A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies where the occupant load due to the assembly occupancy is 300 or more, or where the Group A occupant load is more than 100 persons above or below the lowest level of exit discharge or when the occupant load exceeds 100 persons and there is low light, alcohol served and loud music or live band.

Sec. 907.2.3 Group E. Is amended by deleting the following in its entirety and substituting the following:

"An approved fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Sec. 907.5.2.2 and installed in accordance with Sec. 907.6, NFPA 72 and NFPA 70 shall be installed and maintained in all occupancies of Group E."

Sec. 907.2.8 Group R-1. Is amended by deleting the following in its entirety and substituting the following:

"An approved fire alarm system shall be installed and maintained in all occupancies of Group R-1."

Sec. 907.2.9 Group R-2. Is amended by deleting the following in its entirety and substituting the following:

"An approved fire alarm system shall be installed and maintained in all occupancies of Group R-2 with more than 11 units."

Add new subsection.

Sec. 907.2.24 Group R-4. "An approved fire alarm system shall be installed and maintained in all occupancies of Group R-4."

Sec. 907.5 Occupant Notification Systems. Is amended by adding the following: The activation of any of the following devices shall result in occupant notification:

1. Automatic fire detectors.
2. Automatic sprinkler system water flow devices.
3. Manual fire alarm boxes.
4. Automatic fire-extinguishing systems when installed in buildings or structures that are provided with occupant notification.

Sec. 907.6.6 Monitoring. Is amended by deleting the first paragraph in its entirety and by substituting the following:

"All required fire alarm systems shall be supervised by the Villa Park Fire Department's communication center, via communication method(s) approved by the fire code official, or to an approved, UL listed central

station providing full central station service in accordance with NFPA 72 and approved by the Fire Code Official."

Sec. 907.9 Fire Alarm Systems. Is amended by adding the following to this section:

An approved fire alarm system shall be installed and maintained in all occupancies of Group A when the occupant load exceeds 100 persons and there is low light, alcohol served and loud music or live band.

CHAPTER 12 ENERGY SYSTEMS

Add new subsection:

1207.6.6 Thermal Runaway Detection System.

1207.6.6.1 When required. A thermal runaway detection system shall be provided for lithium-ion battery storage systems with an energy capacity greater than 20 kWh.

1207.6.6.2 Approvals. Devices designed to detect the thermal runaway of a lithium-ion cell containing a flammable or combustible liquid shall be listed in accordance with UL 2075, Gas and Vapor Detectors and Sensors.

1207.6.6.3 Performance. The thermal runaway detector shall activate upon detection of gas vapors produced by flammable or combustible liquid in a lithium-ion cell at the start of a thermal runaway event. Upon detection of a thermal runaway event the detection system shall shutdown the ESS rack releasing flammable or combustible gas vapors and transmit a fire alarm signal. Detection of a thermal runaway event shall activate the mechanical ventilation when it is provided as method of explosion control.

Thermal runaway detectors shall operate independently of the ESS Energy Storage Management System.

1207.6.6.4 Annunciation. The thermal runaway detector shall be capable of identifying the ESS rack where thermal runaway occurred.

CHAPTER 53 COMPRESSED GASES

Section 5307.3.2 Gas detection. Is amended by deleting the first sentence and substituting the following: A gas detection system is required for all indoor use or storage of liquid CO2.

CHAPTER 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS

Section 5704.2 Tank Storage. Add the following to this section:

Aboveground bulk storage of flammable liquids shall be restricted to the following Village of Villa Park zoning districts:

(a) M-1 and M-2.

Exception:

Fuel oil tanks for supplying oil burning heating equipment are permitted above ground, provided such tanks do not exceed six hundred sixty (660) gallons for each building served and such location is approved by the fire code official.

Section 5704.2.9.6.1 Locations Where Above-Ground Tanks Are Prohibited. Is amended by deleting the following in its entirety and substituting the following: Storage of class I and II liquids in above-ground tanks outside of buildings is prohibited in all zoning districts except M-1 and M-2 zoning districts.

Section 5706.2.4.4 Locations Where Above-Ground Tanks Are Prohibited. Is amended by deleting the following in its entirety and substituting the following: The storage of class I and II liquids in above-ground tanks is prohibited within all zoning districts except M-1 and M-2 zoning districts.

CHAPTER 58 FLAMMABLE GASES AND FLAMMABLE CRYOGENIC FLUIDS*Section 5806.2 Limitations.* Is amended by deleting the following in its entirety and substituting the following: Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within all zoning districts except M-1 and M-2 zoning districts.

CHAPTER 61 LIQUEFIED PETROLEUM GASES

Section 6104.1 General. Add the following to this section:

Bulk storage of liquefied petroleum gases shall be restricted to the following Village of Villa Park zoning districts:

(a) M-1 and M-2.

Exception:

Temporary LPG heat for construction sites.

All LPG-fueled heating appliances and assemblies shall be installed in accordance with all applicable provisions of the 2021 International Fire Code, as Amended by the Village of Villa Park, all applicable provisions of NFPA 58, Liquefied Petroleum Gas Code, as well as all Office of the State Fire Marshal requirements.

Section 6104.2 Maximum Capacity Within Established Limits. Is amended by deleting the following in its entirety and substituting the following: Within all zoning districts except M-1 and M-2 zoning districts, the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L). Exception remains the same.

APPENDICES

Adopt the following appendices:

C, D, E, F, H, I

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE XIII. EXISTING BUILDING CODE

Sec. 7-1301. Adoption of the existing building code.

That a certain document, one (1) copy of which is on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as "The International Existing Building Code, 2021 Edition," as published by the International Code Council, Inc., be and the same is hereby adopted as the existing building code of the Village of Villa Park, State of Illinois; for the control of mechanical systems of building and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the said International Existing Building Code, 2021 Edition, are hereby referred to, adopted and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in section 7-1303 of this article XIII.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1302. Enforcement.

The provisions of this article and the International Existing Building Code, 2021 Edition, which it adopts and incorporates, shall be enforced by the Villa Park Department of Community Development, its director and his/her designated representative.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1303. Amendments of existing building code; additions, insertions, deletions and changes.

Article 1 Administration

Sec. 101.1 Title. Is amended by deleting the same in its entirety and by substituting the following: These provisions shall be known as the Existing Building Code of Village of Villa Park and shall be cited as such and will be referred to herein as "this code."

Section 103.1 Creation of Agency. Insert: Community Development Department

Sec. 105.1 Required. Is amended by deleting the same in its entirety and by substituting the following: Is amended by deleting the same in its entirety and by substituting the following: It shall be unlawful to proceed with the erection, enlargement, alteration, repair, removal, conversion, demolition or change the occupancy of any building or any structural part thereof or to install, alter, repair, convert or remove any associated electrical, gas, plumbing and mechanical systems within the village unless a permit therefore shall have been first obtained from the Community Development Department. A completed permit application with a required drawings and specifications shall be submitted in its entirety prior to commencement of review. Such permit shall be posted in a conspicuous place upon the premises for which it is issued, and shall remain so posted at tall times until the work is completed and approved.

Secs. 105.1.1, 105.1.2 shall be deleted in their entirety

Sec. 105.2 shall be deleted in its entirety.

Sec. 108.2 Schedule of permit fees. Is amended by deleting the same in its entirety and by substituting the following: The fees for all permits for electrical, gas, plumbing, mechanical work, inspections and/or periodic inspections shall be as prescribed in Chapter 7, Article II of the Villa Park Municipal Code as originally adopted and subsequently amended.

Sec. 112 Board of Appeals. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person affected by any notice which has been issued in connection with the enforcement of any provision of this Code or any code, rule or regulation adopted pursuant thereto (the "Petitioner"), shall have the right to requires, and shall be granted a hearing on the matter before the Director of Community Development (the "Director") of the Village of Villa Park, provided that such person shall file in the office of Community Development a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the notice was served. The Director shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

b) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Manager of the Village of Villa Park with regard to the Director's decision, provided that the Petitioner shall file in the office of the Village Manager a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the

Director's decision. The Village Manager shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

c) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Board of the Village of Villa Park with regard to the Village Manager's decision, provided that the Petitioner shall file in the office of the Village Clerk a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Village Manager's decision. The Village Board shall issue a written decision with regard to such within twenty (20) business days of the hearing.

Sec. 113.4 Violation Penalties. Is amended by deleting the same in its entirety and by substituting the following:

(a) Any person, firm, company, corporation or other entity which disobeys, violates, omits, neglects or refuses to comply with the provisions of this article or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a violation of this article, punishable by a fine or not less than seventy-five dollars ($75.00) nor more than seven hundred fifty dollars ($750.00). Each day or portion thereof that a violation or non-compliance continues or exists shall be considered a separate offense.

(b) In addition to the penalties provided herein, the Director of Community Development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

Sec. 114 Stop work order. Is amended by deleting the same in its entirety and shall refer to Chapter 7, Article III of the Village of Villa Park Ordinance.

Sec. 408.1 Delete International Plumbing Code and insert Illinois Plumbing Code.

Sec. 408.2 Shall be deleted in its entirety.

Sec. 702.5 Shall be deleted in its entirety and substitute the following: Basements, habitable attics, offices and every sleeping room shall have not less than one operable emergency escape and rescue opening in Group R-2 and R-3 occupancies and one- and two-family dwellings and townhouses regulated by the International Residential Code, replacement windows shall be exempt from the requirements of sections 1031.3 and 1031.5 of the International Building Code.

Sec. 702.7 Delete International Plumbing Code and insert Illinois Plumbing Code.

Sec. 1009 Plumbing. Delete all references to the International Plumbing Code and Insert Illinois Plumbing Code.

Add new subsection

Section 1301.5.4 Automatic Sprinkler Systems. Regardless of any calculation performed in this chapter, the automatic sprinkler system requirements of Article XII shall apply.

Delete the following references in Chapter 15:

International Plumbing Code.

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE XIV. SAFETY CODE FOR ELEVATORS AND ESCALATORS

Sec. 7-1401. Adoption.

Adoption of the "Safety Code for Elevators and Escalators" and standards referenced therein copyright 1991 by the American Society of Mechanical Engineers.

Certain documents, one (1) copy of which is on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as the "Safety Code for Elevators and Escalators" effective August 9, 1991 as published by the American Society of Mechanical Engineers is hereby adopted as the Safety Code for Elevators and Escalators for the Village of Villa Park, State of Illinois, for the control and regulation of the installation, testing, inspection, maintenance, alteration and repair of elevators, dumbwaiter, escalators, moving walks, material lifts with automatic transfer devices, wheelchair lifts, and stairway chairlifts are hereby adopted and incorporated by reference and made a part hereof as if fully set out in this article.

See Chapter 30 of the IBC for the requirements for elevators, dumbwaiters moving walks and material lifts and for compliance with Public Act 096-0054.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1402. Enforcement; violations; penalties.

(a) *Enforcement.* The provisions of the Ordinance, the "Safety Code for Elevators and Escalators" effective 1991 shall be enforced by the Village of Villa Park Community Development Department, its director, and his or her designated representative in compliance with the Public Act and the OSFM rules.

(b) *Violation, penalties.* Any person, firm, company, corporation or other entity which disobeys, violates, omits, neglects or refuses to comply with this article or the provisions thereof, shall be deemed guilty of a violation of this article, punishable by a fine of not less than seventy-five dollars ($75.00) nor more than seven hundred fifty dollars ($750.00). Each day or portion thereof a violation or non-compliance continues or exists shall be considered a separate offense.

(c) *Additional remedies.* In addition to the penalties provided herein, the director of community development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1403. Conflict.

The provisions of this article and Public Act 096-0054 Safety Code for Elevators and Escalators and referenced standards contained therein shall constitute the minimum standards for elevators et al. and to the extent that any other ordinance of the Village of Villa Park conflicts with the provisions of this article or the publications adopted by the provisions of this article, the provisions of this article or the publications adopted hereby shall prevail.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1404. Saving clause.

Nothing in the article or in the standards adopted hereby, shall be construed to effect any lawsuit, litigation, impending court proceeding, or any rights acquired, liability incurred or any cause or causes of action acquire or existing nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this section.

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE XV. VACANT BUILDING AND PROPERTY REGULATIONS

Sec. 7-1501. Declaration of policy.

The purpose of this article is to protect the public health, safety, and welfare by enactment of this article which:

(a) Establishes a program for identification, registration and regulation of buildings which are or become vacant on and after the effective date of this article.

(b) Determines the responsibilities of owners of vacant buildings.

(c) Provides for administration, enforcement of property regulations, including prevention and abatement of public nuisances, and imposition of penalties.

This article shall be construed liberally to effect its purposes.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1502. Other ordinances.

This article shall not be construed to prevent the enforcement of other applicable ordinances, codes, legislation, and regulations which prescribe standards other than those provided herein, and in the event of conflict, the most restrictive shall apply.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1503. Definitions.

Unless otherwise expressly stated or clearly indicated by the context, the following terms shall, for the purpose of this article, have the meaning indicated in this section:

Boarded building means a building which has had, in a manner intended to be temporary or permanent, any or all openings, which openings are windows or doors which were present for the purpose of light, ventilation or egress, some material whether opaque, solid or transparent, affixed to such openings, from the interior or exterior of the building, for the purpose of securing or preventing access or damage to the building or its components.

Building means any structure occupied or intended for supporting or sheltering any occupancy.

Dangerous building or structure means a building or structure defined as a "nuisance" in section 15-102 of this code, as now existing or hereafter amended.

Director means the director of community development or the director's designee.

Owner means any person, agent, operator, firm, or corporation having a legal or equitable interest in the property, or recorded in the official records of the state, county, or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Person includes a corporation, a partnership, or other entity as well as an individual.

Premises means a lot, plot, or parcel of land, including any structure thereon.

Public nuisance includes the following:

(a) The physical condition, or uses of any building, structure or premises regarded as a public nuisance at common law, under the Illinois Compiled Statutes, or under this code; or

(b) Any physical condition, use or occupancy of any premises, structure, building or appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations, and unsafe fences or structures; or

(c) Any building which has unsanitary sewerage or plumbing facilities; or

(d) Any building designated by the director as unsafe for human habitation or use; or

(e) Any building which is manifestly capable of being a fire hazard, or manifestly unsafe or insecure so as to endanger life, limb or property; or

(f) Any building or premises which is unsanitary, or which is littered with rubbish or garbage, or which has an uncontrolled growth of weeds; or

(g) Any building or structure that is dangerous, in a state of dilapidation, deterioration or decay; faulty construction; unsecure; vacant and the doors, windows, or other openings are boarded up or secured by any means other than conventional methods used in the design of the building or permitted for new construction of similar type; damaged by fire to the extent as not to provide shelter, in danger of collapse or failure; and dangerous to anyone on or near the premises; or

(h) Any building or structure defined as a "dangerous building" hereinabove.

Unoccupied building means a building or portion thereof which lacks the habitual presence of human beings who have a legal right to be on the premises, including buildings ordered vacated by the director pursuant to authority granted to him/her by this code. In determining whether a building is "unoccupied", the director may consider these factors, among others:

(a) A building at which substantially all lawful residential or business activity has ceased.

(b) The percentage of the overall square footage of occupied to unoccupied space or the overall number of occupied and unoccupied units shall be considered.

(c) The building is substantially devoid of contents. The condition and value of fixtures or personal property in the building are relevant to this determination.

(d) The building lacks utility services, i.e., water, sewer, electric or natural gas.

(e) The building is subject of a foreclosure action.

(f) The building is not actively for sale as part of a contractual agreement to sell the building, the building lacks "for sale", "for rent", or similar signage.

(g) The presence or recurrence of uncorrected code violations.

Vacant building means a building or portion of a building which is:

(a) Unoccupied and unsecured; or

(b) Unoccupied and secured by boarding or other similar means; or

(c) Unoccupied and a dangerous structure; or

(d) Unoccupied and condemned by the director pursuant to applicable provisions of this code; or

(e) Unoccupied and has multiple code violations; or

(f) Unoccupied and the building or its premises has been the site of unlawful activity within the previous six (6) months; or

(g) Condemned by the director and unlawfully occupied; or

(h) Unoccupied for over one hundred eighty (180) days and during which time the director has issued an order to correct public nuisance conditions and same have not been corrected in a code-compliant manner; or

(i) Unoccupied for over two (2) years.

But not including, unoccupied building which are undergoing construction, renovation, or rehabilitation and which are in compliance with all applicable ordinances, codes, legislation, and regulations, and for which construction, renovation or rehabilitation is proceeding diligently to completion.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1504. Vacant building determination.

(a) Within sixty (60) days after the effective date of this article, the director shall evaluate all buildings in the village he or she believes to be unoccupied on the effective date of this article and make a determination for each as to whether the building is a "vacant building" within the meaning of this article. The determination shall be in writing and shall state the factual basis for the determination. For buildings the director determines to be "vacant buildings", s/he shall, within seven (7) days of making that determination, send notice of the written determination with the factual findings to the last taxpayer of record listed on the most recent DuPage County tax roll. Said notice of determination shall be sent certified mail, return receipt requested. Failure of delivery shall not excuse a person from complying with this article. Any person making such service shall execute an affidavit attesting to the facts of service. The director shall maintain an affidavit of such mailing for each notice of determination sent.

(b) The director shall cause an inspection of the interior of all "vacant buildings" to determine compliance with village health and fire codes.

(c) The notice of determination shall set a tentative date and time for the code-compliance inspection of the interior of the vacant buildings to determine the extent of compliance with village health and fire codes. After receipt of the notice of determination, if the owner does not appeal the determination, the owner shall either confirm the tentative date for the inspection or shall schedule a new date and time for same. If the owner fails to confirm the tentative date and time for the inspection or refuses to schedule or permit the inspection it shall be the responsibility of the village to obtain an administrative search warrant to accomplish the inspection.

(d) The village shall charge the owner a fee of five hundred dollars ($500.00) to offset the cost of the village of said inspection. The owner shall pay the inspection fee to the village within thirty (30) days of receipt of the bill for same.

(e) The notice of determination shall contain a statement of the obligations of the owner of a building determined to be a vacant building, a copy of the registration form the owner is required to file pursuant to section 7-1006 and a notice of the owner's right to appeal the determination.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1505. Appeal of director's determination of vacant buildings.

(a) An owner of a building determined by the director to be a vacant building as provided for in this article may appeal that determination to the village manager. Such appeal shall be in writing and shall be filed with the village manager within fifteen (15) days of the date of the mailing of the notice of determination. The filing of an appeal stays the owner's obligation to register his or her building as required by section 7-1006. The appeal shall contain a complete statement of the reasons the owner disputes the director's determination, shall set forth specific facts in support thereof, and shall include all evidence the owner relies upon to support the appeal. The village manager shall decide the appeal on the basis of facts presented by the owner in his or her written appeal and the director's written determination.

(b) The burden is upon the owner to present sufficient evidence to persuade the village manager that it is more likely than not that the subject building is not a "vacant building" within the meaning of this article.

(c) The village manager shall send written notice of his or her decision to the owner within ten (10) days or his or her receipt of the appeal. The village manager may, but is not required to, seek additional information for the owner. The village manager may, upon written notice thereof to the owner, take no more than ten (10) additional days to decide the appeal if he or she determines that such additional time is required for consideration of the appeal.

(d) An owner who wishes to challenge applicability of this article to his/her building without the director's determination having been made shall set forth specific facts to support non-applicability in writing to the director. In the event the director determines that the subject building is a "vacant building", the owner shall have the right to appeal the director's determination to the village manager as provided for herein.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1506. Owner's obligation to register vacant buildings and unoccupied buildings acquired through mortgage foreclosure.

(a) The owner of a "vacant building" and a mortgage lender who acquires title to an unoccupied building shall be required to register same with the director as prescribed below; and the owner of a building who knows, or from all the facts and circumstances should know, that his or her building is or has become a "vacant building" within the meaning of this article after the effective date of this article or the owner of a building which the director determines at any time to be a "vacant building," or the owner of a building whose appeal from the director's determination has been denied by the village manager, shall take the actions provided for in this section 7-1006 within fifteen (15) days after either the date of director's notice of determination or occurrence of the facts which would cause a reasonable person to believe that the building was a "vacant building," or denial of the appeal, whichever is applicable.

Registration requirements:

(1) Register the building with the director, on a form provided by the director and pay the two hundred dollar ($200.00) annual non-prorated vacant building registration fee. The form shall include, as a minimum, the name, street address and telephone number of the owner; the case name and number of any litigation pending concerning or affecting the building, including bankruptcy cases; and the name, street address and telephone number of all persons with any legal interest in the building or the premises. The form shall require the owner to identify a natural person twenty-one (21) years of age or older who maintains a permanent address in DuPage County, Illinois to accept service on behalf of the owner with respect to any notices the director sends pursuant to this article or service of process in any proceeding commenced to enforce any provision of this article, and file with the director on the

registration form, the name, address, telephone number, of said person. A street address is required. A post office box is not an acceptable address.

(2) The form shall require the owner to indicate his or her "acceptance of notice by posting" consenting to service of notices sent or required to be sent, pursuant to this article, by posting on the building if the owner fails to renew the registration if required, or maintain as current with the director the information required regarding the person designated to accept notice and service of process.

(b) The owner shall renew the vacant building registration each year on the anniversary date of the first filing for the time the building remains vacant and pay the required two hundred dollar ($200.00) annual fee; and file an amended registration within fifteen (15) days of any change in the information contained in the annual registration. A new registration is required for any change in ownership whatsoever.

(c) Registration does not exonerate the owner from compliance with all applicable codes and ordinances, including this article, nor does it preclude any of the actions the village is authorized to take pursuant to this article or elsewhere in the Village Code.

(d) Inspection: The village shall conduct a comprehensive code-compliance inspection of the interior of the vacant building and the owner shall pay a five hundred dollar ($500.00) fee to the village to defray the village's cost of same within thirty (30) days of the inspection. Such inspection will determine the extent of compliance with village property maintenance, building, health, water, sewer and fire codes. The village shall send the inspection report to the owner within thirty (30) days. Periodic re-inspections shall take place, as necessary, until code compliance is achieved. Timely code compliance is required.

(e) Vacant building plan: At the time a building is registered as required herein, the owner shall submit a vacant building plan. The director may prescribe a form for the plan. If the owner fails to submit the plan as provided for by this article, the director may determine the plan. The plan shall contain the following as a minimum:

(1) A plan of action to repair any doors, windows, or other openings which are boarded up or otherwise secured or covered by any means other than conventional methods used in the design of the building or permitted for new construction or similar type. The proposed repair shall result in openings being secured by conventional methods used in the design of the building or by methods permitted for new construction of similar type with board removed. Boarding shall be accomplished with materials and methods described by the director and available from the director. The owner shall maintain the building in an enclosed and secure state until the building is reoccupied or made available for immediate occupancy. If the owner demonstrates that securing of the building will provide adequate protection to the public, the director may waive the requirement of an enclosure.

(2) For buildings and/or premises which are determined by the director as being or containing public nuisances, as defined in section 7-1003, then the vacant building/premises plan shall contain a plan of action to remedy such public nuisance(s).

(3) A time schedule identifying a date of commencement of repair and date of completion of repair for each improperly secured opening and nuisance identified by the director.

(4) When the owner proposes to demolish the vacant building, then the owner shall submit a plan and time schedule for such demolition.

(5) A plan of action to maintain the building and/or premises thereof in conformance with this article.

(6) A plan of action, with a time schedule, identifying the date the building will be habitable and occupied or offered for occupancy or sale. The time schedule shall include date(s) of commencement and completion of all actions required to achieve habitability. No plan which fails to provide for compliance with this article or, which will not, as determined by the director, achieve such compliance, within three (3) months, in the case of a vacant boarded building, and two (2) years, in the case of a vacant,

unbounded, and code-compliant building will be approved, except that the director may approve an extension of the time during which the building will be unoccupied beyond two (2) years to a date certain but then only based upon clear and documented evidence of good cause shown by the owner as determined by the director.

(f) All premises upon which unoccupied or vacant buildings are located and the exteriors shall at all times be maintained in compliance with the Village Code.

(g) Exterior lighting shall be maintained according to standards established by the director and available from the director.

(h) All ground floor windows facing street frontage, including but not limited to, all display windows in unoccupied or vacant commercial buildings shall be kept in a well maintained and clean condition and shall be covered on the interior side in a professional finished manner with an opaque window covering material manufactured for that purpose and approved by the director, or in the case of display windows, such windows shall be kept in a well maintained and clean condition and the display area shall be enclosed with a professionally finished backdrop, floor, side walls and ceiling of all which shall be kept in a well maintained and clean condition and shall be well lighted from 10:00 a.m. to 10:00 p.m. each day. Photographs, paintings and other works of art or other tasteful forms of decoration may be professionally displayed in these properly enclosed clear glass display windows. If opaque window covering material is used, a one (1) foot by one (1) foot clear glass opening through which the interior space is clearly visible shall be maintained at standing eye level alone one (1) edge of one (1) such window.

(i) Security: On written notice of the director, the owner shall provide bonded, licensed, and insured security guard service at the building between the hours of 3:00 p.m. and 8:00 a.m. Such service shall remain in place until the director gives written notice that the service is no longer required. Such service shall be required when the director makes a written determination that the vacant building constitutes a fire hazard, is otherwise dangerous to human life or the public welfare, and involves illegal or improper use, occupancy, or maintenance, under such conditions that securing the building is insufficient to prevent the actual or threatened harm.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1507. Mortgage lender's obligation to register unoccupied buildings acquired through mortgage foreclosure.

The obligation to register buildings shall extend to mortgage lenders that have obtained title to unoccupied buildings through a mortgage foreclosure action.

(a) Mortgage lenders shall register unoccupied buildings with the director within fifteen (15) days of obtaining title to same.

(b) The registration obligation of mortgage lenders under section 7-1006 shall be limited to providing the director with the same information required under section 7-1506(a) on the registration form prescribed by the director.

(c) Except as provided in section 7-1506, mortgage lenders shall not be responsible for paying the two hundred dollar ($200.00) registration fee and shall not be required to comply with subsections 7-1506(b) through (i).

(d) An amended registration form shall be filed in accordance with subsection 7-1506(b) within fifteen (15) days of any change in the information provided in any registration form provided hereunder.

(e) If such unoccupied, registered building is later determined to have become a "vacant building" as defined in section 7-1503, then such building and building owner shall be required to comply with all of the provisions of section 7-1506.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1508. Approval of plan.

The director shall, upon notice to the vacant building owner, have the right to modify the vacant building plan by modifying the dates of performance, the proposed methods of action, or by imposing additional requirements consistent with this article he or she deems necessary to protect the public health, safety, or welfare.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1509. Reserved.

Sec. 7-1510. Failure to comply with plan.

Failure to have an approved plan within thirty (30) days of filing the registration form or failure to comply with the approved plan shall constitute a violation of this article subjecting the owner of the building to penalties as provided in this article and to any remedies the village may avail itself of as provided for herein and elsewhere in the Village Code, including but not limited to, an action to compel correction of health or fire code violations.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1511. Other enforcement.

The registration of a vacant building shall not preclude action by the village to demolish or to take other action against the building pursuant to other provisions of this article, the Village Code, or other applicable legislation.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1512. Certification.

A certificate of compliance with this vacant buildings article issued by the director and payment in full of all fees imposed pursuant to this article are required prior to any occupancy of a vacant building.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1513. Time restrictions—Vacant buildings.

It is the policy of the village that boarding is a temporary solution to prevent unauthorized entry into a vacant building and that boarded buildings are a public nuisance. A vacant building may not remain boarded longer than three (3) months unless an extension of that time is part of a plan approved by the director. A vacant building which is otherwise code-compliant and secure as determined by the director on the basis of police reports, citizen complaints, and other information considered reliable by reasonable persons, may not remain vacant for more than two (2) years and must have an approved plan for occupancy, sale, demolition or other disposition of the

building in place within the timeframes established in this article, except as otherwise provided for in section 7-1006 hereinabove.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1514. Enforcement and penalties.

(a) Any person found to have violated any provision of this article shall be subject to a minimum fine of one hundred dollars ($100.00) per day per violation to a maximum of seven hundred fifty dollars ($750.00) per day per violation, in addition to any other legal or equitable remedies available to the village. Such other remedies include, but are not limited to, injunctive relief, application to a court of competent jurisdiction for a receiver, demolition, or condemnation, contracting for the repair or purchase of the premises, or foreclosure of any lien the village may have thereon.

(b) A separate and distinct offense shall be committed each day on which such person or persons shall violate the provisions of this article.

(c) The village may enforce this article in its administrative adjudication system or through the court system.

(d) Nothing herein contained shall prohibit the village from immediately condemning as provided for in the Village Code a building or taking other immediate action upon a determination that the building is a public nuisance or poses an imminent danger to the occupants of the building, or the public, health, safety and welfare.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1515. Severability.

In the event any section of this article or any part of any section of this article is declared to be unconstitutional, such decision shall in no way affect the operation of any other section or part thereof the remainder of this article shall remain in full force and effect.

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE XVI. SWIMMING POOL AND SPA CODE

Sec. 7-1601. Adoption of a swimming pool and spa code.

That a certain document, one (1) copy of which are on file in the office of the Village Clerk of the Village of Villa Park, being marked and designated as "The International Swimming Pool and Spa Code, 2021 Edition, as published by the International Code Council, Inc., be and is hereby adopted as the Swimming Pool Code of the Village of Villa Park, in the State of Illinois; for the control of swimming pools and spas as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said 2021 International Swimming Pool and Spa Code, are hereby referred to, adopted and made a part hereof as it fully sets out in this article.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1602. Enforcement.

The provisions of this article and the International Swimming Pool and Spa Code 2021, which it adopts and incorporates, shall be enforced by the Villa Park Department of Community Development, its director and his or her designated representatives.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1603. Amendments to the swimming pool and spa code.

The following sections of the code herein adopted are amended and revised by addition, deletion, insertion and change as follows:

CHAPTER 1 - SCOPE AND ADMINISTRATION

Sec. 101.1 Title. Is amended by deleting the same in its entirety and by substituting the following: These provisions shall be known as the Swimming Pool and Spa Code of the Village of Villa Park and shall be cited as such and will be referred to herein as "this code."

Sec. 101.3 Intent. Add the following to the end:

"... and spas in accordance with all building and zoning codes and regulations as adopted by the Village of Villa Park."

Add new subsection:

Sec. 102.7.2 Application of the Illinois Plumbing Code. "Where the International Plumbing Code is currently referenced in this code then that code shall hereby be replaced with the Illinois Plumbing Code, latest edition, along with any and all additions, deletions, and/or revisions as adopted by the Village of Villa Park."

Section 103.1 Creation of Agency. Insert: Community Development Department

Section 105.1 Where required. Is amended by deleting the same in its entirety and by substituting the following: It shall be unlawful to proceed with the alteration, repair, conversion, replacement, removal or installation of any mechanical systems within the village unless a permit therefore shall have been first obtained from the Community Development Department. A completed permit application with a required drawings and specifications shall be submitted in its entirety prior to commencement of review. Such permit shall be posted in a conspicuous place upon the premises for which it is issued, and shall remain so posted at all times until the work is completed and approved.

Sec. 105.3 Time Limitation of Application. Is amended by deleting the same in its entirety and by substituting the following: An application for which no permit is issued within 90 days of filing shall be deemed expired unless such application has been diligently prosecuted. Reapplication shall include resubmittal of plans and fee. One or more extensions of time for periods of not more than 90 days each shall be permitted to be allowed by the building official for the application, provided justifiable cause is demonstrated.

Add new subsection.

Sec. 105.3.1 Time Limit for Obtaining Building Permits. An applicant must take possession of a permit within 30 days after notification by the Community Development Department that his/her permit has been approved. If the applicant does not take possession of a permit within 30 days, then the permit application shall be considered null and void. The application for permit shall be destroyed after 60 days if the applicant has not reapplied.

Sec. 105.4.3 Expiration. Is amended by deleting the same in its entirety and by substituting the following: Any permit issued shall become invalid if the authorized work is not commenced within 180 days after the time of commencing the work or if the building or work authorized by such permit is suspended or abandoned for a period of 180 days or more after the work has commenced. After the building permit is issued, it shall be the obligation of the applicant to take reasonable and appropriate action so that the work, which is the subject of the permit, is commenced and completed in a diligent manner. Before such work commences or is resumed, a permit extension or renewal is required.

Sec. 105.4.4 Extensions. Is amended by deleting the same in its entirety and by substituting the following: A permittee holding an unexpired permit shall be permitted to apply for a one-time 180-day extension provided the permittee shows good and satisfactory reasons beyond their control that the work cannot be commenced within the 180-day period from the original permit issue date. No additional fee is required for the one time extension.

Sec. 108.2 Schedule of permit fees. Is amended by deleting the same in its entirety and refer to Chapter 7, Article II.

Sec. 108.6 Refunds. Is amended by deleting the same in its entirety.

Section 111 Means of appeal. Is amended by deleting the same in its entirety.

Sec. 112 Board of Appeals. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person affected by any notice which has been issued in connection with the enforcement of any provision of this Code or any code, rule or regulation adopted pursuant thereto (the "Petitioner"), shall have the right to redress, and shall be granted a hearing on the matter before the Director of Community Development (the "Director") of the Village of Villa Park, provided that such person shall file in the office of Community Development a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the notice was served. The Director shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

b) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Manager of the Village of Villa Park with regard to the Director's decision, provided that the Petitioner shall file in the office of the Village Manager a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Director's decision. The Village Manager shall issue a written decision with regard to such appeal within twenty (20) business days of the hearing.

c) The Petitioner shall have the right to request, and shall be granted, a hearing before the Village Board of the Village of Villa Park with regard to the Village Manager's decision, provided that the Petitioner shall file in the office of the Village Clerk a notice, in writing, requesting such a hearing and containing a statement of the grounds therefore within ten (10) business days after the date of the Village Manager's decision. The Village Board shall issue a written decision with regard to such within twenty (20) business days of the hearing.

Sec. 113.4 Violation Penalties. Is amended by deleting the same in its entirety and by substituting the following:

a) Any person, firm or corporation found guilty of violating any of the provisions of this code shall be subject to a fine of not less than seventy-five dollars ($75.00) or more than seven hundred fifty dollars ($750.00) and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provision of this code is committed, continued or permitted. Imposition of a fine upon a finding of guilty shall not preclude the village from seeking any

and all other remedies provided by law, including seeking injunctive or other relief in any court of competent jurisdiction.

b) In addition to the penalties provided herein, the Director of Community Development may seek to enforce the provisions of this article in any court of competent jurisdiction by injunctive or other relief.

Sec. 114 Stop Work Order. Is amended by deleting the same in its entirety and refer to Chapter 7, Article III of the Village of Villa Park Municipal Code.

CHAPTER 2 - DEFINITIONS

Sec. 201.3 Terms Defined in other Codes. Is amended by deleting the same in its entirety and by substituting the following:

Where terms are not defined in this code and are defined in the building, plumbing, mechanical and fire codes adopted by the Village of Villa Park, such terms shall have the meanings ascribed to them as in those codes.

Sec. 202 Definitions. Insert the following definitions:

Pervious: A surface area on the property that allows liquids to pass through without pooling or discharging to adjacent areas.

Swimming Pool: Any vessel intended or used for bathing that has been specifically constructed as to have a water level of 24 inches (610 mm) or greater.

CHAPTER 3 - GENERAL COMPLIANCE

Sec. 302 Delete all references to the International Plumbing Code and insert Illinois Plumbing Code.

Sec. 304.2 Determination of Impacts Based on Location. Delete this section in its entirety and insert the following:

Sec. 304.2 Flood Hazard Areas: "Pools and spas located in flood hazard areas as designated by State, County and local determination shall comply with Sec. 304.2.1 or 304.2.2 in accordance with all applicable Sections of the Village of Villa Park Municipal Code."

Sec. 320.1 Backwash Water or Draining Water. Is amended by deleting the same in its entirety and by substituting the following:

Backwash water and draining water shall be discharged to the storm sewer, or into an approved disposal system on the premises, or shall be disposed of by other means as approved of by the Director of Community Development or his or her designated representatives. All terminations from the drainage source shall discharge no closer than ten (10) feet, where feasible to do so, from any adjacent property line or public way onto a pervious surface as near as possible to the closest storm sewer inlet and in no way shall any discharge cause a nuisance. Direct connections shall not be made between the end of the backwash line and the disposal system. Drains shall discharge through an air gap.

Sec. 321.2.2 Illumination Intensity. Insert the following sentence at the end of the section:

At no time may light spillage illumination, as determined by the Director of Community Development or his or her designated representatives, cause a nuisance to adjacent properties.

CHAPTER 7 - ON-GROUND STORABLE RESIDENTIAL SWIMMING POOLS

Sec. 705 Safety Signs. Is amended by deleting the same in its entirety.

CHAPTER 8 - PERMANENT IN-GROUND RESIDENTIAL SWIMMING POOLS

Sec. 811 Safety Features. Is amended by deleting the same in its entirety.

CHAPTER 9 - PERMANENT RESIDENTIAL SPAS AND PERMANENT RESIDENTIAL EXERCISE SPAS

Sec. 902 Safety Features. Is amended by deleting the same in its entirety.

CHAPTER 10 - PORTABLE RESIDENTIAL SPAS AND PORTABLE RESIDENTIAL EXERCISE SPAS

Sec. 1001.7 Instructions and safety signage. Is amended by deleting the same in its entirety and by substituting the following:

Instructions shall comply with UL 1563 or CSA C22.2 No. 218.1, the manufacturer's recommendations, and the requirements of the Village of Villa Park.

CHAPTER 11 - REFERENCED STANDARDS

Chapter 11 Referenced Standards. Is amended by deleting the same in its entirety and by substituting the following:

The codes and standards referenced in this chapter shall be those that have been adopted by the Village of Villa Park and considered as part of the requirements of this code to the prescribed extent of each such reference.

Delete the following reference in Chapter 11.

International Plumbing Code

AMERICAN NATIONAL STANDARD - ANSI/APSP/ICC-7

Adopt the following standard:

Standard ANSI/APSP/ICC-7 2020

ANSI/APSP/ICC-7 2020 American National Standard for Suction Entrapment Avoidance In Swimming Pools, Wading Pools, Spas, Hot Tubs and Catch Basins: "The criteria and guidelines referenced in this standard shall be those that have been adopted by the Village of Villa Park and considered as part of the requirements of the International Swimming Pool and Spa Code 2021 and all applicable building codes to the prescribed extent of each such reference."

Adopt the following appendices:

Appendix A, B, C, D

(Ord. No. 4137 , § 2, 3-9-20)

ARTICLE XVII. ENERGY CONSERVATION CODE

Sec. 7-1701. Adoption of an energy conservation code.

That a certain document, designated as “The International Energy Conservation Code” as published by the International Code Council, Inc., latest edition adopted and amended by the State of Illinois, be and is hereby adopted as the energy code of the village for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said International Energy Conservation Code, are hereby referred to, adopted and made a part hereof as it fully sets out in this article, with the additions, insertions, deletions, and changes, if any, as prescribed in section 7-1702 of this article.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1702. Enforcement.

The provisions of this article and the Illinois Energy Conservation Code most current edition, which it adopts and incorporates, shall be enforced by the Villa Park Department of Community Development, its director and his/her designated representative.

(Ord. No. 4137 , § 2, 3-9-20)

Sec. 7-1703. Amendments to energy code—Additions, insertions, deletions, and changes.

The following sections of the code herein adopted are amended and revised by addition, insertion, deletion and change to the commercial and residential sections as follows:

SCOPE AND ADMINISTRATION

Secs. C101.1 & R101.1 Title. Is amended by deleting the same in its entirety and by substituting the following: These provisions shall be known as the Energy Conservation Code of the Village of Villa Park and shall be cited as such and will be referred to herein as "this code."

Secs. C104.2 & R104.2 Schedule of Permit Fees. Is amended by deleting the same in its entirety and by substituting the following: Fees for permits, inspection and/or periodic inspections shall be as prescribed by the Village in Chapter 7, Article II of the Villa Park Municipal Code, as originally adopted and subsequently amended.

Secs. C108 & R108 Stop Work Order. Is amended by deleting the same in its entirety and shall refer to Chapter 7, Article III of the Village of Villa Park Ordinance.

All amendments made by the State of Illinois are hereby incorporated into this code.

(Ord. No. 4137 , § 2, 3-9-20)

Chapter 9 FIRE PREVENTION AND PROTECTION[1]

ARTICLE I. IN GENERAL

(RESERVED)

ARTICLE II. FIRE PREVENTION CODE[2]

Sec. 9-203. Bureau of fire prevention—Established; composition.

(a) The fire prevention code shall be enforced by the bureau of fire prevention which is hereby established and which shall be operated under the supervision of the chief of the fire department, or their designee.

(b) The bureau of fire prevention shall consist of the chief of the fire department, and such other members as may be authorized by the corporate authorities. The chief of the fire department shall recommend to the corporate authorities the employment of technical inspectors on either a permanent or temporary basis whenever necessary.

(c) The chief of the fire department may detail such members of the fire department as inspectors as shall from time to time be necessary.

(d) A report of the bureau of fire prevention shall be made annually and transmitted to board of trustees; it shall contain all proceedings under this article, with such statistics as the chief of the fire department may wish to include therein; the chief of the fire department shall also recommend any amendments to the code which in his judgment, shall be desirable.

(Ord. No. 847, § 2, 12-17-62)

[1]Cross reference(s)—Tax on foreign fire insurance companies, Ch. 23, Art. VI.

[2]Cross reference(s)—Buildings and building regulations, Ch. 7; existing structures code, Ch. 7, Art. VI; basic zoning ordinance, App. C.

State law reference(s)—Power of village to promulgate fire safety regulations, 65 ILCS 5/11-8-1 et seq.

Sec. 9-215. Fire prevention fees.

The schedule of fees for fire inspection services and inspections shall be in the amounts hereinafter set forth in the following schedule:

(1) Occupancies that receive a satisfactory evaluation upon an initial inspection shall not be assessed a fire inspection fee.

(2) Occupancies whose violations are corrected immediately or within the time limits set forth in the violation notice provided by the inspector shall not be assessed a fire inspection fee.

(3) Fire inspection fees will be imposed on building owners whose occupancies, whether owner-occupied, leased or otherwise used by a tenant or tenants, do not comply with the Village of Villa Park Life Safety and/or Fire Prevention Codes, according to the following:

a. Occupancies that require additional inspections beyond the time limits prescribed in the violation notice provided by the inspector will be assessed a fire inspection fee. The fee schedule is as follows:

~~Second~~ First reinspection: $75~~50~~.00.

Second ~~Third~~ reinspection: $100.00.

Each additional reinspection: $100.00.

This fee schedule shall not limit the village's ability to seek code conformance through any other legal methods.

(Ord. No. 3599, § 3, 3-8-10)

ARTICLE III. FIRE DEPARTMENT[3]

DIVISION 1. GENERALLY

Sec. 9-302. Size and composition.

The fire department shall have the following composition:

(1) *Fire chief,* who shall supervise, direct, control and manage the entire fire department. All members and officers hereinafter mentioned shall be under the supervision and control and subject to the direction of the fire chief.

(2) *Commissioned deputy fire chief.* The deputy fire chief shall oversee the fire departments fire prevention bureau and other duties, work assignment, projects and responsibilities to be determined by the fire chief.

(3) *Paramedic lieutenants* to supervise each shift and are under the direct supervision of the deputy fire chief.

[3]Cross reference(s)—Officers and employees, § 2-301 et seq.; fire and police commission, § 2-1801 et seq.; firemen's pension board, § 2-2401.

(4) *Paramedic firefighters,* under the direct supervision of the full-time lieutenants and such other persons within the fire department as the fire chief or the deputy fire chief may designate.

~~(5) *Fire inspector,* who shall be under the supervision and control and subject to the direction of the deputy fire chief.~~

(Ord. No. 1874, §§ 1—5, 11-12-79; Ord. No. 1944, § 1, 11-17-80; Ord. No. 2011, § 1, 12-21-81; Ord. No. 2025, § 1, 2-19-82; Ord. No. 2039, § 1, 8-23-82; Ord. No. 2076, §§ 1, 2, 5-2-83; Ord. No. 2125, § 1, 8-6-84; Ord. No. 2433, § 5, 7-23-90; Ord. No. 2585, § 1, 7-6-92; Ord. No. 2620, § 1, 2-8-93; Ord. No. 2731, § 1, 10-24-94; Ord. No. 2738, § 1, 11-28-94; Ord. No. 2806, §§ 1, 2, 12-18-95; Ord. No. 2974, § 2, 1-25-99; Ord. No. 3194, § 2, 7-28-03; Ord. No. 3282, § 2, 1-24-05; Ord. No. 3566, § 2, 7-27-09; Ord. No. 3734, § 4, 3-18-13)

ARTICLE VI. FIRE ALARM REGULATIONS

Sec. 9-604. Fire alarm system plan review.

The following shall apply to all structures except one- and two-family dwellings:

Fire alarm system plans shall be submitted for review for any new fire alarm system and or upgrade to an existing system. No work shall begin prior to the approval of the plan ~~by the Fire Department~~ by the Fire Code Official and the issuance of a permit for the work by the Community Development Department.

A system upgrade shall be defined as any one (1) or more of the following:

(1) Replacement of the main fire alarm control panel.

(2) Replacement of more than one-half (½) the alarm initiating devices.

(3) Replacement of more than one-half (½) the alarm notification devices.

(4) Any addition of alarm initiating or notification devices.

(5) Addition, repair or replacement of any fire alarm wiring.

(Ord. No. 2823, § 2, 5-13-96; Ord. No. 3434, § 2, 7-23-07; Ord. No. 4190 , § 2, 12-21-20)

Sec. 9-605. Fire alarm system requirements for connection.

(a) All fire alarm systems shall be installed, maintained and tested in accordance with NFPA 70, NFPA 72, International Building and Fire Codes, chapter 7, article XII of the Village's Municipal Code, and any other applicable codes and/or standards.

(b) The alarm user and/or the alarm company installing the alarm system shall ensure that the Village's Communication Center can receive the trouble, supervisory, and fire signals.

(c) The alarm user shall purchase and install a standard security lock box (Knox-Box) in the manner and location prescribed by the F~~f~~ire ~~department~~Code Official and containing keys to all entrances and exits to the building to allow immediate access in emergency situations. At the request of the alarm user, the ~~f~~Fire ~~department~~ Code Official may permit the installation of a securing lock box tamper switch connected to a security system; however no such connection to the fire alarm system shall be allowed.

(d) The ~~fire department~~Fire Code Official ~~-~~shall inspect the property prior to connection and make a written report as to whether the above requirements have been met. For fire alarm systems required to be inspected by the fire department, the inspection shall be a prerequisite for the final occupancy permit given by the building official of the village for new construction or remodeling of buildings.

(Ord. No. 2823, § 2, 5-13-96; Ord. No. 3434, § 2, 7-23-07; Ord. No. 4190 , § 2, 12-21-20)

Sec. 9-615. Disconnection procedures.

Prior to disconnecting the alarm system from DuComm, the following procedures shall be followed:

(1) The village shall notify the alarm user by certified mail that the alarm system is subject to disconnection for one (1) of the causes set forth in section 9-614. The alarm user has fifteen (15) days from receipt of the notice to either:

a. Submit proof to the fire department that the alarm meets the requirements under section 9-605;

b. To pay the outstanding balance due the village; or

c. Submit a report to the fire department describing the actions to be taken to eliminate the cause of the false alarms.

(2) If the F~~f~~ire ~~department~~ Code Official determines that the proof submitted establishes that the alarm system is in compliance with the requirements of section 9-605, that any overdue payments have been made, or that the action to be taken by the alarm user as described in the report will substantially reduce the likelihood of false alarms, the fire department shall notify the alarm user that the alarm system will not be disconnected from DuComm, but that if any subsequent violations of this article occur, the alarm system may be disconnected.

(3) If the alarm user is dissatisfied with the decision of the ~~fire department~~Fire Code Official, the alarm user may request in writing a hearing on the matter by the village manager. Such requests for a hearing must be filed within ten (10) days of the receipt of the Fire d~~epartment's~~~~Fore~~ Code Official's decision. Written notice of the time and place of the hearing shall be served on the alarm user by the fire chief by certified mail at least ten (10) days prior to the date set for the hearing, which date shall not be more than twenty-one (21) nor less than ten (10) days after the filing of the request for the hearing.

(4) Should the ~~fire department~~ Fire Code Official determine that the nature of the alarm user's business or the complexity of the alarm system causes continued false alarms, which are not the result of any substantial negligence or disregard on the part of the alarm user, the ~~fire department~~Fire Code Official may permit the alarm user to retain the alarm system connection to DuComm despite the occurrence of ten (10) or more false alarms. However, the alarm user shall take such actions as the fire department deems necessary to reduce the occurrence of false alarms.

(Ord. No. 2823, § 2, 5-13-96; Ord. No. 4190 , § 2, 12-21-20)

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Ordinances
Agenda Section: Second Reading on Ordinances to be Codified

Subject:
An Ordinance Amending Section 3-313(a) of the Municipal Code of the Village of Villa Park To Reducing by One and Increase the by One Maximum Number of Licenses Permitted under the Class B Liquor License

Suggested Action:
Foremost Liquors, located at 536 W. St. Charles Road, is being sold to Barinderpal Cheema and Kanwaljit Sandhu. The new owners have applied for a Class B license to sell alcoholic liquor in original packages for consumption off premises. Foremost Liquor currently operates under a Class B liquor license and the license will be surrendered upon sale of the business. Both owners have successfully completed background checks. With the issuance of this license and surrendering of Foremost Liquors current license, the total number of Class B licenses is eight (8). The Liquor Commission recommends approval of the issuance of this license.

Attachments:
Memo - Foremost Liquor.pdf
ORD_-_Add_Class_B_License_-_Foremost Liquors.docx

Memo

To: President Cuzzone and Village Board of Trustees

From: Julie Settles, Finance Supervisor

CC: Matt Harline, Village Manager

Date: June 21, 2023

Re: Liquor License of – Foremost

Foremost Liquors, located at 536 W. St. Charles Road, is being sold to Barinderpal Cheema and Kanwaljit Sandhu. The new owners have applied for a Class B license to sell alcoholic liquor in original packages for consumption off premises. Foremost Liquor currently operates under a Class B liquor license and the license will be surrendered upon sale of the business. Both owners have successfully completed background checks. With the issuance of this license and surrendering of Foremost Liquors current license, the total number of Class B licenses is eight (8). The Liquor Commission recommends approval of the issuance of this license.

Ordinance No. _____

An Ordinance Amending Section 3-313(a) of the Municipal Code of the Village of Villa Park To Reducing by One and Increase the by One Maximum Number of Licenses Permitted under the Class B Liquor License

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

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

WHEREAS, Chapter 3 of the Municipal Code of the Village of Villa Park, as amended, provides for the issuance of a Class B liquor license for the sale of alcoholic liquor in original packages for consumption off the premises; and

WHEREAS, Barinderpal Cheema and Kanwaljit Sandhu ("Applicants") are prospective purchasers of the of the establishment located at 536 W. St. Charles Rd., Villa Park, which currently operates as Foremost Liquor under a Class B liquor license; and

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

WHEREAS, upon Applicants' purchase and acquisition of the establishment, Applicants seeks to operate a new establishment called Foremost Liquor, and has applied for a Class B liquor license; and

WHEREAS, the Village President, as the Local Liquor Control Commissioner, has approved the Applicants' application for a Class B liquor license in order to operate the establishment of Foremost Liquors at 536 W. St. Charles Rd., Villa Park; and

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

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

Ordinance No: _____

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

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

Class	Maximum Number
B	8

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

Passed this _____ day of _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2023.

_____
Village President

Attest:

_____
Village Clerk

Published in pamphlet form:

_____, 2023

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Ordinances
Agenda Section: Second Reading on Ordinances to be Codified

Subject:
An Ordinance Amending Section 3-313(a) of the Municipal Code of the Village of Villa Park to Reduce by One and Increase by One the Maximum Number of Licenses Permitted Under the Class I Liquor License

Suggested Action:
The current owner of 53 E. St. Charles Road, doing business as El Barrio, has applied for a Class I liquor license to sell alcoholic liquor to patrons seated at tables or at the bar for consumption on the premises. The previous owners of the establishment at this location, Montecasino have surrendered their license upon the sale of the property. The owners have successfully completed the background checks. With the surrendering of the Montecasino Class I liquor license and the issuance of a Class I license to El Barrio, the total number of Class I liquor licenses is ten (10). The Liquor Commission recommends approval of the issuance of this license.

Attachments:
El Barrio III Class I Liquor License 6-26.pdf
ORD_-_Add_Class_I_License_-_El_Barrio_III_Final.docx

Memo

To: President Cuzzone and Village Board of Trustees

From: Julie Settles, Finance Supervisor

CC: Matt Harline, Village Manager

Date: June 21, 2023

Re: Liquor License of Jesus Pasindo – El Barrio

Mr. Pasindo has applied for a Class I liquor license to sell alcoholic liquor to patrons seated at tables or at the bar for consumption on the premises for the establishment known as El Barrio located at 53 E. St. Charles Road. With the applicants purchase and acquisition of the establishment, the owners of the establishment previously at this location, Montecasino have surrendered their Class I liquor license. Mr. Pasindo has successfully completed the background check by the Police Department.

With the surrendering of the Class I license of Montecasino and the issuance of the license to El Barrio, the total number of Class I liquor licenses is ten (10). The Villa Park Liquor Commission has approved the issuance of this license.

The Liquor Commission has approved the issuance of this license. Should you have any questions regarding the issuance of this license, please contact Julie Settles at jsettles@invillapark.com

Ordinance No. _____

An Ordinance Amending Section 3-313(a) of the Municipal Code of the Village of Villa Park to Reduce by One and Increase by One the Maximum Number of Licenses Permitted Under the Class I Liquor License

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

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

WHEREAS, Chapter 3 of the Municipal Code of the Village of Villa Park, as amended, provides for the issuance of a Class I liquor license for the sale of alcoholic to patrons seated at tables or at a bar for consumption on the premises; and

WHEREAS, Jesus Pasindo ("Applicant") is prospective purchaser of the of the establishment located at 53 E. St. Charles Rd., Villa Park, which currently operates as Montecasino under a Class I liquor license; and

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

WHEREAS, upon Applicants' purchase and acquisition of the establishment, Applicant seeks to operate a new establishment called El Barrio III, and has applied for a Class I liquor license; and

WHEREAS, the Village President, as the Local Liquor Control Commissioner, has approved the Applicant's application for a Class I liquor license in order to operate the establishment of El Barrio III at 53 E. St. Charles Rd., Villa Park; and

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

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

Ordinance No: _____

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

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

Class	Maximum Number
I	10

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

Passed this _____ day of _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2023.

_____
Village President

Attest:

_____
Village Clerk

Published in pamphlet form:

_____, 2023

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Marc McLaughlin
Submitting Department: Community Development
Item Type: Ordinances
Agenda Section: Ordinances

Subject:
Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a Third Amendment to the Letter of Intent for 100-110 S Villa Avenue between Catalyst Partners and the Village of Villa Park.

Suggested Action:
Staff recommends approval of the Third Amendment to the Letter of Intent as drafted.

Attachments:
Board Memo - Third Amendment to LOI for 100-110 S Villa Avenue.pdf
Villa_Park_Ordinance_Approving_a_Third_Amendment_to_the_Letter_of_Intent_for_the_purcl
110_South_Villa.docx

Memo

To: Matthew Harline, Village Manager

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

Date: June 26, 2023

Re: Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a Third Amendment to the Letter of Intent for 100-110 S Villa Avenue between Catalyst Partners and the Village of Villa Park.

The Village approved an initial Letter of Intent (LOI) for the purchase and development of 100-110 S. Villa Ave. on December 6, 2021 with Catalyst Partners and Marquette Companies (the developers) per Ordinance 4254. The developers have proposed a mixed-use project that would include approximately 220 market rate apartments, 8,000 square feet of commercial area, and 2 levels of parking that would include 100 public parking spaces.

Since the approval of the initial LOI, the developers have conducted due diligence, prepared architectural and engineering preliminary designs, engaged the community for its input, and have begun the entitlement process. The Planning & Zoning Commission recommended approval of the project at its May 12, 2022 meeting.

The LOI outlined five items to have been completed under the Governmental Review Period:

1. Create a Tax Increment Finance District which includes the Property
2. Obtain any necessary zoning approvals
3. Obtain all building permits
4. Obtain acceptable construction financing
5. Negotiate a Redevelopment Agreement mutually agreeable to both Purchaser and Seller.

These items have not been completed, and the Village approved the First Amendment to the LOI on July 25, 2022 per Ordinance 4291 extending the LOI to January 15, 2023. Additionally, the Village approved the Second Amendment to the LOI on January 9, 2023 per Ordinance 4327. The current LOI expires on July 15, 2023.

After further conversations, meetings, and review with the developers, Staff is recommending a Third Amendment to the LOI to extend the Governmental Review Period to February 12, 2024 and change the items to be completed during the Governmental Review Period.

1. Completion of a Remedial Action Plan (RAP) for the subject property.
2. Completion of a proforma for the development.
3. Create a new Tax Increment Finance District, which includes the subject property.
4. Obtain all zoning approvals for the subject property.
5. Obtain a Redevelopment Agreement for the subject property.

This revised list is more appropriate as the Village will need items 1 and 2 completed to finalize the Redevelopment Agreement. Additionally, the Village is on track for a January 8, 2024 approval of the new Tax Increment Finance (TIF) District. The Redevelopment Agreement cannot be approved until the new TIF District is established. Finally, the Redevelopment Agreement will establish the criteria for closing on the property and other development details.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, APPROVING A THIRD AMENDMENT TO THE LETTER OF INTENT FOR THE PURCHASE AND DEVELOPMENT OF 100-110 S. VILLA AVENUE BETWEEN CATALYST PARTNERS AND THE VILLAGE OF VILLA PARK

WHEREAS, on December 6, 2021, the Village of Villa Park (the "Village") approved and entered into a Letter of Intent dated November 31, 2021 ("LOI") with Catalyst Partners / Catalyst Construction ("Catalyst Partners") for the purchase and development of the real estate commonly known as 100-110 S. Villa Avenue, Villa Park, Illinois (the "Subject Property"); and

WHEREAS, the LOI required Catalyst Partners to complete certain conditions within a Governmental Review Period and close on the sale of the Subject Property no later than 60 days from the satisfaction of the conditions specified in the Government Review Period; and

WHEREAS, on or about July 25, 2022, the Village and Catalyst Partners entered into a First Amendment to the LOI to allow for additional time for Catalyst Partners to secure the appropriate construction contracts and negotiate a Redevelopment Agreement with the Village for the project on the Subject Premises; and

WHEREAS, on or about February 14, 2023, the Village and Catalyst Partners entered into a Second Amendment to the LOI to allow for additional time for Catalyst Partners to secure the appropriate construction contracts and negotiate a Redevelopment Agreement with the Village for the project on the Subject Premises.

WHEREAS, it is now advisable, necessary and in the public interest to approve a Third Amendment to the LOI between Catalyst Partners and the Village that allows for an extension of the Government Review Period, in order for the Village and Catalyst Partners to complete the tasks set forth in the LOI.

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

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

Section 2: It is hereby determined that it is advisable, necessary, and in the public interest that the Village approve the Third Amendment to the LOI between Catalyst Partners and the Village of Villa Park, in substantially the form as is attached hereto as Exhibit "A" ("Third Amendment to LOI").

Section 3: That the Third Amendment to the LOI is hereby approved and the Village President is hereby directed to execute the Third Amendment to the LOI on behalf of the Village of Villa Park, in substantially the form attached as Exhibit "A", with any such insertions, omissions and changes as shall be approved by the Village President, the execution of such documents being conclusive evidence of such approval.

Section 4: This Ordinance shall be in full force and effect upon its passage and approval in accordance with the law.

Passed this 26th day of June, 2023.

AYES: _____
NAYS: _____
ABSENT: _____

Approved this 26th day of June, 2023.

_____
Village President

Attest:

_____
Village Clerk

Published in pamphlet form:
_____, 2023

1149584.1

EXHIBIT A

Third Amendment to LOI

Third Amendment to the Letter of Intent for the Purchase and Development of 100-110 S. Villa Avenue, Villa Park, Illinois between Catalyst Partners and the Village of Villa Park

THIS THIRD AMENDMENT is made by and between Catalyst Partners / Catalyst Construction ("Catalyst Partners" or "Purchaser") and the Village of Villa Park (the "Village" or the "Seller") and shall be dated as of the date of execution by the Village, as set forth below.

WHEREAS, Catalyst Partners and the Village entered into a Letter of Intent dated November 30, 2021 (the "LOI") for the purchase and development of property located at 100-110 S. Villa Avenue, Villa Park, Illinois (the "Subject Property"). The terms of the LOI required Catalyst Partners to complete certain conditions within a Governmental Review Period and close on the sale of the Subject Property no later than 60 days from the satisfaction of the conditions specified in the Government Review Period; and

WHEREAS, on or about July 25, 2022, the Village and Catalyst Partners entered into a First Amendment to the LOI to allow for additional time for Catalyst Partners to secure the appropriate construction contracts and negotiate a Redevelopment Agreement with the Village for the project on the Subject Premises; and

WHEREAS, on or about February 14, 2023, the Village and Catalyst Partners entered into a Second Amendment to the LOI to allow for additional time for Catalyst Partners to secure the appropriate construction contracts and negotiate a Redevelopment Agreement with the Village for the project on the Subject Premises.

WHEREAS, it is now advisable, necessary and in the public interest to approve a Third Amendment to the LOI between Catalyst Partners and the Village that allows for an extension of the Government Review Period, in order for the Village and Catalyst Partners to complete the tasks set forth in the LOI.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by the parties, Catalyst Partners and the Village agree to amend the LOI as follows:

1. The paragraph entitled "Government Review Period" contained on the second page of the LOI shall be amended to read as follows:

Government Review Period: Purchaser and Seller shall have until February 12, 2024 (the "Government Review Period"), to complete the following:

1. Purchaser to complete a Remedial Action Plan (RAP) for the Property;
2. Purchase to complete and submit a GAP Analysis and proforma to the Village;
3. Seller to establish a Tax Increment Finance District which includes the Property;
4. Purchaser shall obtain all necessary zoning approvals for the Property; and
5. The Parties shall negotiate a Redevelopment Agreement mutually agreeable to both Purchaser and Seller

If any one of these conditions are not met, then the LOI will automatically terminate, and the Earnest Money will be refunded to the Purchaser.

2. All of the remaining portions of the LOI shall remain in full force and effect.

CATALYST PARTNERS

By: _____
David G. Lyon, Partner

Dated:_____, 2023

VILLAGE OF VILLA PARK

By: _____
Nick Cuzzone, Village President

Dated:_____, 2023

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Yolanda Clark
Submitting Department: Parks & Recreation
Item Type: Resolutions
Agenda Section: Resolutions

Subject:

Resolution of the Village of Villa Park Authorizing the Execution of An Agreement Between the Village of Villa Park and Upland Design, Ltd., for Professional Services for the Lions Park OSLAD Planning and Grant Application in the Amount of $12,500.00, Plus Reimbursable Expenses at Cost.

Suggested Action:
With the construction of the Recreation Center starting later this year, staff would like to pursue grant funding to support additional recreational amenities for the site. These amenities will be based on suggestions from the public, and may include a basketball court, accessible playground, open-air shelter, gathering area, pollinator gardens, spray pad and ballfield renovation. The estimated cost for all amenities is $1,200,000. The OSLAD Grant is a matching grant with a maximum award of $600,000. If approved, funds for the project would be included in the 2024 and 2025 budget cycles. Staff is requesting to proceed with Upland Design of Plainfield to design and apply for the Open Space Land Acquisition and Development (OSLAD) Grant for an amount of $12,500, plus reimbursable expenses, for the two phases. The Parks and Recreation Commission recommends approval of this Resolution.

Recommendation:
Staff and the Parks and Recreation Commission unanimously recommend the Village Board adopt a Resolution to permit Upland Design, Plainfield, IL. to design and apply for the Open Space Land Acquisition and Development (OSLAD) Grant on behalf of the Village of Villa Park.

Attachments:
RESO Resolution Authorizing Agreement between VIlla Park and Upland Design Ltd. -

Professional Consulting Serv(1150666.1).docx
Exhibit A - Villa Park Agreement for Professional Services with Upland Design_ Ltd. - Lions Park OSLAD Planning and Grant A(1150665.1).pdf
MEMO__-__Upland_Design_Services_for_Lions_Park_OSLAD_Grant_2023.docx

Resolution No. _____

Resolution of the Village of Villa Park Authorizing the Execution of An Agreement Between the Village of Villa Park and Upland Design, Ltd., for Professional Services for the Lions Park OSLAD Planning and Grant Application in the Amount of $12,500.00, Plus Reimbursable Expenses At Cost

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

WHEREAS, a majority of the corporate authorities of the Village deem it advisable, necessary and in the public interest that the Village contract for for professional consulting, planning and grant application services for the implementation of a master plan and application with the Illinois Department of Natural Resources Open Space Land Acquisition and Development (OSLAD) grant in 2023, for the Village of Villa Park (hereinafter the "Consulting Services"); and

WHEREAS, due to the professional skills required to perform the Consulting Services, it is in the opinion of the corporate authorities of the Village that the Consulting Services are exempt from the competitive bidding requirements, in accordance with Section 2-220 of Chapter 2, Article II, Division 2 of the Villa Park Municipal Code; and

WHEREAS, the corporate authorities of the Village believe that Upland Design, Ltd. (hereinafter "Consultant"), due to its experience and skill set, is qualified to provide the Consulting Services to the Village; and

WHEREAS, it is advisable, necessary and in the public interest of the Village to enter into a contract with Consultant for such Consulting Services.

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

Section 1: The facts and statements contained in the preamble clauses to this Resolution

are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: That *Agreement between the Village of Villa Park, Illinois and Upland Design, Ltd., for the furnishing of Professional Services for the Lions Park OSLAD Planning and Grant Application*, attached hereto as Exhibit A, be and the same is hereby approved, and the Village President is hereby authorized and directed to execute same on behalf of the Village of Villa Park, with such changes therein as may be approved by the Village President and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 3: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

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

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2023.

_____
Village President

Attest: _____
Village Clerk

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
UPLAND DESIGN, LTD,
for the furnishing of
PROFESSIONAL SERVICES
for the
LIONS PARK OSLAD PLANNING AND GRANT APPLICATION

THIS AGREEMENT made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the "VILLAGE," and UPLAND DESIGN, LTD, hereinafter referred to as the "CONSULTANT," has been prepared and executed to provide for professional consulting, planning and grant application services for the implementation of a master plan and application with the Illinois Department of Natural Resources Open Space Land Acquisition and Development (OSLAD) grant in 2023, for the Village of Villa Park, hereinafter referred to as the "PROJECT".

This agreement is hereinafter referred to as the "AGREEMENT". The work associated with this AGREEMENT is as described below as Consulting Services.

In consideration of these premises and of the mutual covenants herein set forth, the

A. THE CONSULTANT AGREES:

1. The CONSULTANT shall serve as the VILLAGE'S professional planning and grant consultant in those phases of the PROJECT to which this AGREEMENT applies and shall perform the consulting services described in its proposal dated June 5, 2023, entitled "Lions Park OSLAD Planning, Village of Villa Park", (pages 1-4 only), attached hereto as Exhibit A and made a part hereof ("Consulting Services").

2**.** The CONSULTANT will perform Consulting Services under this AGREEMENT in accordance with generally accepted and currently recognized planning practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area. Notwithstanding anything to the contrary which may be contained in this AGREEMENT or any other material incorporated herein by reference, or in any agreement between the Village and any other party concerning the PROJECT, the CONSULTANT shall not have control or be in charge of, and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the construction contractor, other contractors or subcontractors performing any of the work or providing any of the Consulting Services on the PROJECT. Any provision which purports to amend this provision shall be

without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.

3. The CONSULTANT shall procure and maintain for the duration of its AGREEMENT, and for three years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from, or are in conjunction with, the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance
Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);

(2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);

(3) Professional Liability/Malpractice Liability policy; and

(4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance
The CONSULTANT shall maintain limits no less than:

(1) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be $2,000,000 per project.

(2) Automobile Liability: $1,000,000 combined single limit per accident or bodily injury and property damage.

(3) Professional Liability: $2,000,000 single limit for errors and omissions, professional/malpractice liability.

(4) Workers' Compensation and Employers' Liability: Workers' Compensation insurance of $1,000,000, and Employers' Liability limits of $500,000 per accident.

(5) Umbrella Liability: $2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Minimum Aggregate shall be no less than $2,000,000 per person, per aggregate.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

(1) General Liability and Automobile Liability Coverages

(a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

(b) The CONSULTANT'S insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be in excess of the CONSULTANT'S insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.

(d) The CONSULTANT'S insurance shall contain a severability of interests' clause or language stating that the CONSULTANT'S insurance shall apply

separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. Acceptability of Insurers

The insurance carrier used by the CONSULTANT shall have a minimum insurance rating of A+ according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The CONSULTANT shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

4. To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent acts, errors or omissions or willful misconduct of the services by the CONSULTANT, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The CONSULTANT shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the CONSULTANT shall, at its own expense, satisfy and discharge the same. Nothing contained herein shall be construed as prohibiting the VILLAGE, its officials, employees and volunteers from defending, through the selection and use of their own agents, attorneys and experts, any

injuries, deaths, loss, damages, claims, suits, liabilities, and judgments brought against them. The VILLAGE'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

5. Any insurance policies required by this AGREEMENT, or otherwise provided by the CONSULTANT, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

6. The CONSULTANT represents and warrants to the VILLAGE that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The CONSULTANT further represents and warrants to the VILLAGE that the CONSULTANT and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The CONSULTANT hereby agrees to defend, indemnify and hold harmless the VILLAGE, the corporate authorities, and all VILLAGE elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

7**.** The CONSULTANT will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in Consulting Services herein described.

8. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or Consulting time schedule adjustments, and the CONSULTANT and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

9. The VILLAGE may, at any time, by written order to the CONSULTANT (Suspension of Services Order) require the CONSULTANT to stop all, or any part, of the Consulting Services required by this AGREEMENT. Upon receipt of such an order, the CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. The CONSULTANT will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

10. This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the CONSULTANT, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the CONSULTANT shall be paid for any Consulting Services completed and any Consulting Services partially completed. All documents, applications, field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) business days after notification and request, the CONSULTANT shall deliver to the successor VILLAGE all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the PROJECT.

11. This AGREEMENT may be terminated immediately by the VILLAGE upon written notice to the CONSULTANT, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

a. If the CONSULTANT commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the CONSULTANT takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;

b. If a petition is filed against the CONSULTANT under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the CONSULTANT under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

c. If the CONSULTANT makes a general assignment for the benefit of creditors;

d. If a trustee, receiver, custodian or agent of the CONSULTANT is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the CONSULTANT is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the CONSULTANT'S creditors;

e. If the CONSULTANT admits in writing an inability to pay its debts generally as they become due.

12. Upon termination, the CONSULTANT shall deliver to the VILLAGE, copies of partially completed documents, applications, plans, drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In

such case, the CONSULTANT shall be paid for all Consulting Services and any expense sustained, less all costs incurred by the VILLAGE, to have the services performed which were to have been performed by the CONSULTANT.

13. The CONSULTANT is qualified technically and is conversant with the policies applicable to the performance of subject consultation and that sufficient, properly trained, and experienced personnel will be retained to perform the Consulting Services enumerated herein.

14. The CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the CONSULTANT'S office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.

15. The CONSULTANT warrants that he has not employed or retained any company or person, other than an employee working solely for the CONSULTANT, to secure this AGREEMENT, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

16. The CONSULTANT, during the period commencing upon the execution of this Agreement and concluding one (1) year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.

17. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the CONSULTANT. This AGREEMENT shall not be assigned by the CONSULTANT without first obtaining permission in writing from the VILLAGE.

18. All PROJECT deliverables, including drafts of said PROJECT deliverables, created or modified by the CONSULTANT relating in any manner to the work performed by the CONSULTANT or by anyone else and used by the CONSULTANT in performance of the Consulting Services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

19. The CONSULTANT hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the PROJECT deliverables,

including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The CONSULTANT grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name for use on the PROJECT. The CONSULTANT shall give the VILLAGE, or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The CONSULTANT further grants to the VILLAGE full and complete ownership of the PROJECT deliverables. The CONSULTANT shall not use the PROJECT deliverables for the benefit of anyone other than the VILLAGE, without the VILLAGE'S prior written permission. Upon completion of the Work or other termination of this AGREEMENT the CONSULTANT shall deliver to the VILLAGE all copies of PROJECT deliverables relating or pertaining to this AGREEMENT.

20. The reports and any other PROJECT deliverables prepared by the CONSULTANT in connection with the Consulting Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The CONSULTANT shall have the right to retain copies of all PROJECT deliverables for its files. Furthermore, it is understood and agreed that the PROJECT deliverables prepared for the PROJECT, whether in hard copy or machine-readable form (PDF), are instruments of professional service intended for one-time use. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT deliverables, without the express written consent of the CONSULTANT, shall be at the VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The CONSULTANT shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the CONSULTANT'S promotional and professional materials. The CONSULTANT'S materials shall not include the VILLAGE'S confidential and proprietary information.

21. The CONSULTANT will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. The CONSULTANT shall treat such information at all times as confidential. The CONSULTANT acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the CONSULTANT without the VILLAGE'S express authorization would be harmful and damaging to the VILLAGE'S interests:

a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups,

computer disks and diskettes, and computer databases and which are not otherwise known to the public.

b. All information relating to the Consulting Services being performed by the CONSULTANT under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.

c. Ideas, concepts, designs and plans which are specifically involved with the Consulting Services being performed by the CONSULTANT under this AGREEMENT which are created, designed, enhanced by the CONSULTANT and which are not otherwise known to the public.

d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through CONSULTANT'S wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

22. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE'S business, services, programs, software or residents, whether prepared by the CONSULTANT or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The CONSULTANT shall immediately return said items to the VILLAGE upon termination of the CONSULTANT'S engagement or earlier at the VILLAGE'S request at any time.

23. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.

24. The CONSULTANT will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

B. THE VILLAGE AGREES:

1. The VILLAGE shall pay the CONSULTANT, for the Consulting Services above described, a lump sum amount of Twelve Thousand Five Hundred and 00/100 Dollars ($12,500.00) Dollars, plus reimbursable expenses at cost plus 0%. Reimbursable items will include plotting and printing of drawings, foam core, and delivery of plans/documents at the direct cost to Upland Design Ltd and mileage reimbursement at the current IRS reimbursement rate.

Additional services beyond the scope of the Consulting Services described in Exhibit A, must be requested in writing by the VILLAGE and approved by the VILLAGE Board of Trustees, and shall be performed by and paid to the CONSULTANT in accordance with the following hourly rate:

2023 Rate Sheet Hourly Billing Rates :

Principal Landscape Architect	$224.00
Project Manager/Sr. LA	$172.00
Landscape Architect	$148.00
Landscape Designer II	$138.00
Landscape Designer	$132.00
Construction Administrator	$132.00
Office Administrator	$88.00
Intern	$70.00

2. The CONSULTANT shall indicate to the VILLAGE the information needed for rendering of the Consulting Services of this AGREEMENT. The VILLAGE shall provide to the CONSULTANT such information as is available to the VILLAGE and the VILLAGE'S consultants and contractors, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof.

3. Payment of CONSULTANT'S Fee. The VILLAGE, for and in consideration of the rendering of the Consulting Services enumerated herein shall pay to the CONSULTANT for rendering such Consulting Services the fee hereinbefore established in the following manner:

a. Upon receipt of monthly statements from the CONSULTANT and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the CONSULTANT within thirty (30) days after approval by the VILLAGE.

b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

C. IT IS MUTUALLY AGREED:

1. The CONSULTANT shall render its services as expeditiously as is consistent with professional skill and care. During the course of the PROJECT, anticipated and unanticipated events may impact any Project schedule. The CONSULTANT will attempt to make the VILLAGE aware of events that will impact the PROJECT schedule.

2. The CONSULTANT is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The CONSULTANT shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or CONSULTANT.

3. Each party to this AGREEMENT shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

4. Written notices between the VILLAGE and the CONSULTANT shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

a. If to the VILLAGE:

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Village Manager
cc: Director of Community Development

b. If to the CONSULTANT:

Upland Design Ltd.
24042 Lockport St., Suite 200
Plainfield, IL 60544
Attn: Michelle A. Kelly, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

5. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the CONSULTANT.

6. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

7. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.

8. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby; and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

9. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

10. This AGREEMENT may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

11. This AGREEMENT shall become effective only after an appropriation therefor has been made. The term of this AGREEMENT shall be for one year following the effective date of the appropriation.

D. CERTIFICATION OF CONSULTANT

1. The CONSULTANT certifies that the CONSULTANT, its shareholders holding more than five percent (5%) of the outstanding shares of the CONSULTANT, its officers and directors are:

a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;

d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq*.);

e. in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the CONSULTANT shall:

(1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the CONSULTANT'S obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the CONSULTANT in its efforts to comply with such Act and Rules and Regulations, the CONSULTANT will promptly so notify the Illinois Department of Human Rights; and the VILLAGE and will

recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.

(8) CONSULTANT (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that CONSULTANT will retain such certifications in its files.

(9) In the event of the CONSULTANT'S non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the CONSULTANT may be declared

ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the CONSULTANT may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

h. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the CONSULTANT'S workplace.

(b) Specifying the actions that will be taken against employees for violations of such prohibition.

(c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:

(i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(2) Establishing a drug-free awareness program to inform employees about:

(a) the dangers of drug abuse in the workplace;

(b) the CONSULTANT'S policy of maintaining a drug-free workplace;

(c) any available drug counseling, rehabilitation, and employee assistance program; and

(d) the penalties that may be imposed upon employees for drug violations.

(3) Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.

(4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.

(5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

j. not a VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which

a VILLAGE official, the spouse or dependent child of a VILLAGE official.

k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the CONSULTANT.

l. not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.

m. the CONSULTANT acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this AGREEMENT are considered a public record of the VILLAGE; and therefore, the CONSULTANT shall review its records and promptly produce to the VILLAGE any records in the CONSULTANT'S possession which the VILLAGE requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the CONSULTANT shall produce to the VILLAGE such records within three (3) business days of a request for such records from the VILLAGE at no additional cost to the VILLAGE.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this ____ day of _____, 2023.

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181

By _____
Nick Cuzzone, Village President

ATTEST

By _____
Village Clerk

Executed by the CONSULTANT, this ____ day of _____, 2023.

UPLAND DESIGN LTD.
24042 Lockport St., Suite 200
Plainfield, IL 60544

By _____
Michelle A. Kelly, President

EXHIBIT A
"Lions Park OSLAD Planning, Village of Villa Park"
Dated June 5, 2023
Prepared by Upland Design, Ltd.

Lions Park OSLAD Planning

Village of Villa Park June 5, 2023

Project Background: The Village of Villa Park has determined that the facilities at Lions Park are ready for renovation and would like to undertake a master planning process to submit an Illinois Department of Natural Resources Open Space Land Acquisition and Development (OSLAD) grant in 2023. The site plan prepared during development of the building construction documents will be used as a base for planning. The maximum project cost is expected to be $1,200,000.

Potential improvements include:

- Replace Basketball Court
- Playground Update including Poured in Place Surfacing and Accessibility Improvements
- Open Air Shelter
- Senior Area
- Butterfly Garden
- Spray Pad
- Pickleball (if possible)
- Improvements at the Baseball Fields including- outfield fence, warning track, clay infield, new backstop, new dugout fence and seating, new bleachers, new or replacement lighting fixtures, and accessibility improvements throughout

Project Scope: Upland Design Ltd proposes to accomplish the following work items to assist the Village with the park master plan and OSLAD grant application. An approximate timeline is indicated, and actual dates will be set to accommodate Village of Villa Park needs and the grant deadline.

A two-phase approach to planning will be utilized:

Phase I – Master Plan & Public Engagement

Phase II – OSLAD Grant Application

Survey & Base Data: The Village will share a Plat of Survey and trustee/warranty deed for the property. The topographic survey prepared for the building project along with the site plans will be used as the basis of design. Upland will gather FIRM map, Eco CAT, USGS and soils information for the site.

Upland Design Ltd

Chicago 312.350.4088 uplandDesign.com 815.254.0091 **Plainfield**

Phase I Master Plan & Public Engagement

Preliminary Updates and Costs: Upland will prepare a detailed cost estimate for the site improvement plan along with a resolution for the OSLAD grant. The site plan will be updated with photos of proposed amenities. These will be shared with the Village and a virtual meeting will be held to review the pieces and discuss the budget. Then the documents will be updated for the Board meeting. A team member from Upland will attend the Board meeting (1 virtual meeting and 1 Board meeting)

Site Plan Update: Upland Design Ltd will update the site plan based on the any Board input. We will prepare three playground options to review. In addition, comfort amenity ideas like seating and shade will be included along with a native plant learning area. the detailed cost estimate will be updated. The plan and playground options will be shared and discussed with Village Staff during a virtual meeting. After a review of the plans, playground plans and images will be updated for the first public meeting. (1 Virtual Meeting)

Public Open House: The playground options and ideas images will be presented at the first public meeting. The preliminary master with photos will also be presented. The public will have an opportunity to share thoughts and give ideas on the plan. Surveys, stickers and/or input cards will be used to garner feedback. The Village will advertise the meeting and share it on social media. Advertisements and sign in sheets will be collected for grant submittal. (Public Open House- in person)

Preliminary Master Plan: After initial public input, the Upland Team will prepare a preliminary master plan and updated cost estimate. The chosen play equipment from the public meeting will be included in the plan. The concept and cost will be presented to Village Staff for review. Based on comments from the staff, the concept will be adjusted and rendered for the second public meeting. (1 Virtual Meeting)

Final Master Plan Preparation and Costs: Based on the staff feedback and the public open house, Upland Design will prepare a final master plan document. The site plan and cost estimate will be updated and rendered with labels. These will be submitted to the Village staff via email for final notes prior to the board presentation.

Comprehensive Plan Review: Based on the final amenities chosen for the master plan, Upland Design will review the Village's comprehensive plan and recommend updates if needed. Recommendations will be discussed with staff and taken to the board for approval with the Master Plan. Upon approval by the board, the updates will be incorporated into the OSLAD grant application.

Phase II - OSLAD Grant Application

Upland Design will prepare an OSLAD grant application based on the selected plan and costs. Narratives will be prepared with supplemental information as listed below for a complete application. We will discuss the final cost to be submitted with the grant application with the Village to ensure concurrence with each element. Prior to submittal, the design team will discuss the project with IDNR staff to discuss the amenities and the viability of the grant being funded. A number of items will be shared by the Village as listed below to complete the application.

	Village	Upland Design
Amplifund Web Set Up by Village - Filled in by Upland	X	X
GATA and CAGE Documentation and Numbers	X	
General Project Data	X	X
Acquisition History and Certification – reviewed and signed	X	X
Resolution of Authorization – reviewed and signed	X	X
Development Data / Cost Estimate		X
Narrative Statement		X
Location Map		X
Site Development Plan		X
Sketches and Elevations of Project Elements		X
Premise Plat Map and Topographic Survey	X	
Environmental Assessment Statement		X
Ecological Compliance Assessment Tool (EcoCAT) report		X
Cultural Resources, Endangered Species and Wetland Report (a wetland delineation is not included)		X
National Wetland Map		X
Commitment for Title Insurance, Deed, or Lease	X	
FEMA Flood Map		X
Project Justification: Community Plan, Public Hearing Information, Support Letters, etc.	X	X

Upland Design will submit a draft copy of the grant submittal to the Village via email. Village Staff will review the draft grant submittal and Upland Design will make final changes based on the input. The documents will then be uploaded on the IDNR website in the Amplifund system. The Village will assist with connecting their GATA portal to Amplifund and sharing access with Upland Design so that documents can be uploaded and submitted.

With the plans and documents approved and submitted, a digital file of the grant submittal will be delivered to the Village. Upland Design will assist with questions during the IDNR grant review process.

IDNR Site Visit: The Village staff will meet with IDNR grant staff onsite, if they request a tour.

IDNR Interview: If the IDNR hold interviews, Upland Design will attend. In addition, we will work closely with the Village to prepare a presentation for grant staff to be given by the Village.

Work Not Included: Wetland Delineation, Archaeological Survey or Research, Plat of Survey, Deed Research, Title Research nor Topographic Survey.

Professional Fees

The following professional fees are lump sum for the work described in for professional services by Upland Design Ltd.

Phase I: Master Plan & Public Engagement	$ 6,500
Phase II: OSLAD Grant Application	$ 6,000
total	**$12,500**

Reimbursable Costs:
Reimbursable items will include plotting and printing of drawings, foam core, and delivery of plans/documents at the direct cost to Upland Design Ltd and mileage reimbursement at the current IRS reimbursement rate.

Scope	Date
Recreation Commission Review Proposal and OSLAD Grant Resolution	June 13th
Upland Prepare Cost Estimate and Photos of Potential Elements	June 14th – June 21
Board Review of Proposal & OSLAD Grant Resolution	June 26th
Preliminary Master Plan & Public Open House	July 17th – 5:30 – 7 pm
Finalize Master Plan and Costs	July 18th to July 28th
Prepare OSLAD Grant	July 11 - August 28

TO: Matt Harline, Village Manager

FROM: Greg Gola, Director of Parks, Recreation and Fleet Services

DATE: June 20, 2023

SUBJECT: Consider Resolution of the Village of Villa Park Authorizing the Execution of An Agreement Between the Village of Villa Park and Upland Design, Ltd., for Professional Services for the Lions Park OSLAD Planning and Grant Application in the Amount of $12,500.00, Plus Reimbursable Expenses at Cost.

STATEMENT OF PROBLEM: The Parks and Recreation Department would like to provide additional recreation amenities to Village residents, at Lions Park. This Park is currently in the process of building a new Recreation Center, where the removal of the existing basketball courts and playground is necessary. The Parks and Recreation Department would like to construct a new basketball court, and playground along with additional potential amenities. The IDNR released an announcement early this year stating the availability of the OSLAD Grant for 2023, with the application deadline date of August 31, 2023.

INVESTIGATION: The Village of Villa Park and the Parks and Recreation Department have a goal of providing more recreational opportunities, both passive and active, to the residents of Villa Park. Currently, Lions Park has 2 outdoor basketball courts, a playground and 2 baseball diamonds. The basketball court and playground amenities, as well as one baseball field, are being removed to make room for the construction of the new Recreation Center. The Parks and Recreation Department wishes to replace the basketball court and playground, and add additional amenities, to enhance and increase the outdoor recreation opportunities for our residents with the assistance by acquiring an OSLAD Grant.

The OSLAD Grant applications are due August 31, 2023. Grant awards are usually announced at the beginning of each calendar year. This is a matching grant, meaning if the Village is a grant recipient, the Village will have to match 50% of the total project. The maximum grant award is $600,000; therefore, the Village could plan to submit a proposal for a $1,200,000 project.

Amenities on the grant application based on full grant award of $600,000:

The Grant Application would include a single basketball court and playground. Additional recreational amenities, to be considered, based on a maximum project cost of $1,200,000 may include the following:

- Open air shelter
- Senior/Public Gathering space
- Butterfly/Pollinator Garden
- Passive Recreation space including seating/educational area
- Improvements to the existing Northwest Baseball diamond (new fencing and dugouts)
- Small spray pad
- Pickleball court

Estimates for the cost to add the above-mentioned amenities to Lions Park total $1,200,000. The Village's portion for the project would be $600,000. This total would be budgeted in both the CY 2024 and 2025 budget years or in the amount of $300,000 per budget year.

Funds would be available from the NEDSRA accounts, 34.502.02.292 (Engineering), 34.502.02.299 (Contractual), and 34.502.02.401 (Capital) in the amount $100,000 for calendar years 2024 and 2025, and $200,000 for each calendar year (2024 and 2025) from the Parks Operation funds of 36.502.02.292 (Engineering), 36.502.02.299 (Contractual Services) and 36.502.02.401 (Capital Outlay).

If sufficient matching funds cannot be secured in the 2024 and budget, it is possible to push the project back into the 2026 budget cycle as long as the project is completed within the 2-year window.

Upland Design proposes to accomplish the following work items to assist the Village with the park plan and OSLAD application. A two-phase approach to planning will be utilized:

Phase 1-Planning and Public Engagement
Phase 2- OSLAD Grant application.

Phase 1, Upland will prepare and complete the following:

- **Preliminary Updates and Costs**: Prepare a detailed cost estimate for the site improvement plan, along with a resolution for the OSLAD Grant.
- **Site Plan Update**: Update the site plan.
- **Public Open House**: Playground options and ideas/images will be presented at the public meeting. The public will have an opportunity to share thoughts and give ideas on the plan.
- **Preliminary Site Master Plan**: After initial public input, the Upland Team will prepare a preliminary master plans and updated cost estimate. The chosen play equipment from the public meeting will be included in the plan. The concept and cost will be presented to Village staff for review.
- **Final Site Master Plan**: Based on the staff feedback and the public open house, Upland Design will prepare a final master plan document. The site plan and cost estimate will be updated and rendered with labels.
- **Comprehensive Plan Review**: Based on final amenities chosen for the master plan, Upland Design will review and recommend updates if needed. Updates will be included in the OSLAD Grant Application.

Phase 2, Upland will prepare and submit an OSLAD Grant Application

- Submit a draft copy of the grant to the IDNR.
- IDNR Site Visit, if requested
- IDNR Interview

RECOMMMENDATION: The Parks and Recreation Commission and staff each recommends the Village Board adopt the Resolution for Upland Design Ltd, Plainfield, IL. to complete Lions Park design services and grant writing services in the amount of $12,500 and reimbursable costs.

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Yolanda Clark
Submitting Department: Parks & Recreation
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution authorizing the Issuance of a Notice of Award and Contract for Precast Concrete Floor Planks for the New Lions Park Recreation Center

Suggested Action:

In May of 2023, WB Olson proceeded to write up the bid specifications for four designated early bid packages including steel, precast concrete, HVAC, and Electric. Village staff submitted a Notice to Bid, to the Daily Herald on May 15, 2023. Sealed bids were due no later than 2:00pm June 7, 2023, for public opening, at the Iowa Community Center. WB Olson, Village staff and the Parks and Recreation Commission reviewed the submitted bid amounts and is recommending the Village proceed with the approval of the lowest responsible bids from Mid State Concrete Industries, for the furnishing, delivery and installation of precast concrete floor planks, in the amount of $261,510.

Attachments:
Memo - To Accept Lowest Responsible Bidders for Steel Concrete HVAC and Electric.docx
Resolution Authorizing the Issuance of a Notice of Award and Approving Contract for Precast Concrete Floor Planks for the New Lions Park Recreation Center - Mid-States Concrete Industries.pdf
Award Recommendations - Work release #1 - WB Olson.pdf
Mid-States Concrete Industries - Bid Packet - Precast Concrete Floor Panels.pdf
Updated budget with Work Release #1 trades.pdf

TO: Matt Harline, Village Manager

FROM: Greg Gola, Director of Parks, Recreation and Fleet Services

DATE: June 15, 2023

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Acceptance of Lowest Responsible Bids for Precast Floor Planks, Precast Wall Panels, Structural Steel, HVAC rooftop units, and Electric Service Items for the Lions Recreation Center, not to exceed $2,799,510.

SUMMARY

In September 2021, the Village of Villa Park received notice that the community received a $10 million grant from the Illinois Department of Natural Resources (IDNR) - Build Illinois Bond Fund grant. The grant is to be used towards costs associated with the construction of a Parks and Recreation Center. An Ordinance Authorizing the Issuance of General Obligation Bonds (Alternate Revenue Source), Series 2022A in the amount not to exceed $7,500,000 was approved at the January 10, 2022 Board meeting. Staff submitted the grant application to the IDNR in March of 2022.

BACKGROUND

Recreation Center discussions continued at the March 27, 2023, Board Meeting and at the Special Board Meeting held on April 2, 2023. Staff asked for direction to proceed with bidding and design, and it was recommended that WB Olson proceed to develop and bid 4 designated early bid packages including steel, pre-cast concrete, HVAC and electric. These areas for bid were identified to lock in pricing, and place orders as early as possible due to long lead times. Trustee Murphy made the motion to proceed and bid the four (4) designated early bid packages, seconded by Trustee Kumar. The roll call vote tallied seven (7) ayes. There were no nays.

WB Olson proceeded to write up the bid specifications for each area and Village staff submitted a Notice to Bid, to the Daily Herald on May 15, 2023. Sealed bids were due no later than 2:00pm June 7, 2023, for public opening, at the Iowa Community Center.

The Village received four (4) bids for Precast Concrete Wall Panels, three (3) bids for Precast Concrete Floor Panels, three (3) bids for Structural Steel, five (5) bids for HVAC, and three (3) bids for Electrical Service related items (material only). After reviewing the bids from the low bidders, WB Olson has determined that these bidders comply with the requirements of the contract documents, and therefore recommend acceptance and award the contracts to the following vendors:

Vendor	Bid Item	Amount
Mid State Concrete Industries	Precast Floor Planks	$261,510
Lombard Architectural Precast Products Co	Precast Wall Panels	$782,000
Garbe Iron Works Inc	Structural Steel	$1,230,000
Windy City Representatives	HVAC (rooftop units material only)	$470,000
J.Hamilton Electric Co	Electric (service items material only)	$56,000

The complete vendor/company list and bid amounts are attached for each bid area.

The total updated Project Budget Costs, including Work Package #1 trades, is $74,990.00 under the estimated budget presented on March 24, 2023. The budget breakdown is included in the attachment.

RECOMMENDATION

Members of the Recreation Commission unanimously recommend the acceptance and approval of the following, lowest responsible bidders:

Vendor	Bid Item	Amount
Mid State Concrete Industries	Precast Floor Planks	$261,510
Lombard Architectural Precast Products Co	Precast Wall Panels	$782,000
Garbe Iron Works Inc	Structural Steel	$1,230,000
Windy City Representatives	HVAC (rooftop units material only)	$470,000
J.Hamilton Electric Co	Electric (service items material only)	$56,000

Staff also recommends the acceptance and approval of the lowest responsible bidders, not to exceed $2,799,510. Funds for these purchases have been budgeted in the 2023 Building Fund (67.502.02.401).

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD AND CONTRACT FOR PRECAST CONCRETE FLOOR PLANKS FOR THE NEW LIONS PARK RECREATION CENTER

WHEREAS, the Village of Villa Park (the "Village") plans to build and develop a Parks and Recreation Center at Lions Park at 320 E. Wildwood Avenue, Villa Park, Illinois ("New Lions Park Recreation Center"); and

WHEREAS, the Village publicly advertised for sealed bids for all labor, materials, tools and equipment necessary for the furnishing, delivery and installation of precast concrete floor planks for the construction of the New Lions Park Recreation Center ("Project"); and

WHEREAS, bids were received, publicly opened, examined and declared at 2:00 p.m. on June 7, 2023; and

WHEREAS, a total of three (3) bids were received and opened; and, of the bids received and opened, the apparent lowest responsible bidder is Mid-States Concrete Industries, LLC, of South Beloit, Illinois, with a bid amount of Two Hundred Sixty-One Thousand Five Hundred Ten and 00/100 Dollars ($261,510.00).

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: Incorporation of Preambles. 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: Lowest Responsible Bidder. The corporate authorities do hereby find Mid-States Concrete Industries, LLC, of South Beloit, Illinois, to be the lowest responsible bidder for the Project.

Section 3: Contract Award. Mid-States Concrete Industries, LLC, of South Beloit, Illinois, is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

Section 4: Authorization to Execute Notice of Award. The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to Mid-States Concrete Industries, LLC, of South Beloit, Illinois, the lowest responsible bidder, for the Project, in the amount of Two Hundred Sixty-One Thousand Five Hundred Ten and 00/100 Dollars ($261,510.00). The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by Mid-States Concrete Industries, LLC.

Section 5: Authorization to Execute Contract. The form, terms and provisions of the Contract and the separate exhibits as provided in the Contract are hereby approved in substantially the form attached hereto as Exhibit "B," with such insertions, omissions and changes as shall be approved by the Village President of the Village, the execution of such documents being conclusive evidence of such approval. Provided that Mid-States Concrete Industries, LLC, returns the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, to the Village, within ten (10) days of the receipt of the Notice of Award, then the Village President is authorized to execute and the Village Clerk to attest the

Contract and other written contract documents. The officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution.

Section 6: Payment of Prevailing Rate of Wages. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work.

Section 7: Effective Date. This Resolution shall take effect upon its passage and approval in pamphlet form.

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____ 2023.

_____
Nick Cuzzone, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2023.

_____
Hosanna Korynecky, Clerk of the Village
of Villa Park, DuPage County, Illinois

Exhibit "A"
VILLAGE OF VILLA PARK, ILLINOIS

NOTICE OF AWARD

TO: Mid-States Concrete Industries, LLC
500 S. Park Avenue
South Beloit, Illinois 61080

PROJECT DESCRIPTION: NEW LIONS PARK RECREATION CENTER – PRECAST CONCRETE FLOOR PLANKS – the project consists of providing all labor, materials, tools and equipment required and necessary for the furnishing, delivery and installation of precast concrete floor planks for the construction of the New Lions Park Recreation Center located at 320 East Wildwood Avenue in Villa Park, Illinois.

THE VILLAGE OF VILLA PARK has considered the bid submitted by you for the above-described work in response to its Request for Proposals.

YOU ARE HEREBY NOTIFIED that your bid for the project has been accepted for the amount of Two Hundred Sixty-One Thousand Five Hundred Ten and 00/100 Dollars ($261,510.00), payable on a stipulated lump sum basis, subject to the furnishing of the proper insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the publication of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Villa Park.

Dated this ____ day of _____ 2023.

VILLAGE OF VILLA PARK, ILLINOIS,

By:_____
Nick Cuzzone, President of the
Village of Villa Park, DuPage County, Illinois

ATTEST:

By:_____
Hosanna Korynecky, Clerk of the
Village of Villa Park, DuPage County, Illinois

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by Mid-States Concrete Industries, LLC, this ____ day of _____ 2023

Mid-States Concrete Industries, LLC

By:_____

Title: President

Exhibit “B”

CONTRACT

CONTRACT
between the
VILLAGE OF VILLA PARK, ILLINOIS
and
MID-STATES CONCRETE INDUSTRIES, LLC
for the furnishing, delivery and installation of
PRECAST CONCRETE FLOOR PLANKS
for the
NEW LIONS PARK RECREATION CENTER

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CONTRACT
between the
VILLAGE OF VILLA PARK, ILLINOIS
and
MID-STATES CONCRETE INDUSTRIES, LLC
for the furnishing, delivery and installation of
PRECAST CONCRETE FLOOR PLANKS
for the
NEW LIONS PARK RECREATION CENTER

This agreement, hereinafter referred to as the "Contract," made and entered into by and between the Village of Villa Park, Illinois, an Illinois municipal corporation, hereinafter referred to as the "Village," and Mid-States Concrete Industries, LLC, 500 S. Park Avenue, South Beloit**,** Illinois 61080 hereinafter referred to as the "Contractor," for all labor, materials. tools and equipment necessary for the furnishing, delivery and installation of precast concrete floor planks for the construction of the New Lions Park Recreation Center, hereinafter referred to as the "Project," in Villa Park, Illinois.

In consideration of the payments to be made by the Village and of the mutual covenants herein set forth, the Village and the Contractor agree as follows:

ARTICLE 1. PERFORMANCE OF CONTRACT.

The Contractor at its own proper cost and expense shall perform the work, furnish all materials and labor necessary to complete the work in full compliance with all of the terms and the requirements of this Contract, Contractor's Bid Form, Contractor's Certification, Contract Bond, including Labor & Material and Performance Bond, the General Conditions, Special Provisions, the Specifications, Drawings, Scope of Work, Baseline Project Schedule, Project Phasing Schedule and any approved Modifications (Change Orders) to the Contract) which are essential documents of and made a part of this Contract.

ARTICLE 2. CONTRACT SUM AND PAYMENT

The Village shall pay the Contractor the amount of Two Hundred Sixty-One Thousand Five Hundred Ten and 00/100 Dollars ($261,510.00), for the performance of the work, payable on a stipulated lump sum basis as set forth in the Contractor's Bid Form. If one or more of the prices set forth in the Contractor's Bid Form are unit prices, the quantities shown in the Bid Form are approximate only and are subject to increase or decrease. The Contractor shall receive for the performance of the unit price work, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of the Contractor's Bid Form. The compensation paid to the Contractor shall be the full compensation for furnishing all the materials, for doing all work contemplated and specified in this Contract, and for well and faithfully completing the work, and the whole thereof, in full compliance with the Contract documents, and within the Contract Time, which time is hereby declared to be of the essence of this Contract. The Village shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for work performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq*.). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq*.).

ARTICLE 3 CONTRACT TIME

The Contractor shall perform the work according to the Project Schedule prepared and maintained by the Construction Manager. The Contractor shall commence the work expeditiously after the date the Village gives the Contractor written notice to proceed. The Contractor shall complete the work in accordance with the Project Schedule, unless an extension of time is granted in accordance with the contract documents.

ARTICLE 4. GENERAL PROVISIONS.

4.1 **Governing Law.** This Contract shall be construed under and governed by the laws of the State of Illinois. All actions brought to interpret or enforce any provision of this Contract shall be brought in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

4.2 **Appropriation.** This Contract shall become effective only after an appropriation therefor has been made. The term of this Contract shall be for one year following the effective date of the appropriation. If the Contract Time exceeds one year following the effective date of the appropriation, the term of this Contract shall extend to the end of the Contract Time provided that an appropriation therefor has been made by the Village in the subsequent year(s).

4.3 **Severability of Clauses.** If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Contract or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

4.4 **Waiver of Breach.** The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

4.5 **Written Notice.** Written notice between the Village and the Contractor may be served via E-Mail, unless otherwise specifically required by the General Conditions and Special provisions and in that event shall be deemed to have been duly served if delivered in person, or if delivered by overnight delivery service, addressed to the respective party as follows:

A. If to the Village:

W.B. Olson, Inc.
3235 Arnold Lane
Northbrook, Illinois 60062
Attn: Daniel Polfuss
E-Mail: dpolfuss@wbo.com

With a carbon copy to:

Village of Villa Park
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Matthew Harline, Village Manager
E-Mail: mharline@invillapark.com

B. If to Contractor:

Mid-States Concrete Industries, LLC
500 S. Park Avenue
South Beloit, Illinois 61080
Attn: President
E-Mail:_____

Either party may change its mailing address by giving written notice to the other party as provided above. Written notice shall be deemed to have been given on the second business day following the date of the mailing if sent through the U.S. Postal Service or on the first business day following the date of the mailing if sent by overnight delivery service. Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this section.

4.6 **Obligations Survive.** The obligations or duties imposed upon the Contractor under the Contract shall survive any termination or closeout of the Contract.

4.7 **Successors and Assigns.** The Village and the Contractor each binds itself, its partners, successors and assigns and legal representative to the other party hereto and the partners, successors, assigns and legal representative of such other party with respect to all covenants, agreements and obligations contained herein.

4.8 **Independent Contractor.** The Contractor is an independent contractor and in providing its work under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

4.9 **Work of Other Contractors.** The Village reserves the right to execute other agreements in connection with the Project. The Contractor shall cooperate with the Construction Manager, the Architect/Engineer, employees and representatives of the Village, any contractor or consultant retained by the Village; but the Contractor shall not be contractually responsible for the Construction Manager, the Architect/Engineer, employees and representatives of the Village, any contractor or consultant retained by the Village.

4.10 **Non-Assignment.** The Contractor acknowledges that the Village is induced to enter into this Contract by, among other things, the professional qualifications of the Contractor. This Contract is exclusive between the Village and the Contractor. This Contract or any right or obligations hereunder may not be assigned by the Contractor, in whole or in part, to another firm without first obtaining prior permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason.

4.11 **Right to Audit.** The Village shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of five years after final payment. The Contractor shall cooperate fully with any such audit and shall provide full access to all relevant materials. In addition, the Village or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Failure to maintain the records required by this provision shall establish a presumption in favor of the state for the recovery of any funds paid by the Village under the Contract for which adequate records are not available, through some fault of the Contractor, to support their purported disbursement.

4.12 **Entire Agreement.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

(1) Contract
(2) Contractor's Bid Form
(3) Contractor's Certification
(4) Contract Bond, including Labor & Material and Performance Bond
(5) General Conditions
(6) Special Provisions
(7) Specifications
(8) Drawings
(9) Scope of Work
(10) Baseline Project Schedule
(11) Project Phasing Schedule

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor. In case of conflict between the terms contained in the Contract documents, those terms contained in the various Contract documents shall control in the following order of precedence.

(1) Contract
(2) Special Provisions
(3) General Conditions
(4) Drawings
(5) Specifications
(6) Scope of Work
(7) Contractor's Bid Form
(8) Contract Bond
(9) Contractor's Certification
(10) Baseline Project Schedule
(11) Project Phasing Schedule

4.13 **Amendments**. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor. This Contract is executed that day and year first written above.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Contractor this ____ day of _____ 2023.

Contractor: Mid-States Concrete Industries, LLC

By _____
_____, President

ATTEST:

By:_____
_____, Secretary

Executed by the Village, this ____ day of _____ 2023.

Village: Village of Villa Park

ATTEST: By _____
Nick Cuzzone, Village President

By _____
Hosanna Korynecky, Village Clerk

FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, I certify that the following is the Contractor's correct Federal Taxpayer Identification

Number: _____.

Contractor: Mid-States Concrete Industries, LLC

By _____
_____, President

W.B. OLSON, INC.
The Construction People

June 8, 2023

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Precast Concrete Floor Planks**

The following bids were received for this trade:

Subcontractor	Amount of Bid
1. Mid States Concrete Industries	$ 261,510
2. StresCore Inc.	$ 316,500
3. Wells Concrete (see precast wall panel recommendation for Combined bid amount)	$ combined bid
4. ATMI Concrete	$ No bid
5. County Prestress	$ No bid

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Mid States Concrete Industries for $ 261,510

Comments:

1) The March 2023 budget for precast floor planks was $235,000.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

W.B. OLSON, INC.
The Construction People

June 8, 2023

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Precast Concrete Wall Panels**

The following bids were received for this trade:

Subcontractor	Amount of Bid
1. Lombard Architectural Precast Products Co.	$ 782,000
2. DuKane Precast	$ 802,000
3. ATMI Precast	$ 837,000
4. Wells Concrete (combined bid including precast floor planks and precast wall panels)	$ 1,050,000
5. County Prestress	$ No bid

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Lombard Architectural Precast Products Co. for $ 782,000

Comments:

1) The March 2023 budget for precast wall panels was $754,500.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

June 21, 2023

W.B. OLSON, INC.
The Construction People

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Structural Steel**

The following bids were received for this trade:

Subcontractor	Amount of Base Bid	*Alternate #1* Running track steel
1. Garbe Iron Works, Inc.	$ 1,230,000	Add $215,100
2. K&K Iron Works	$ 1,249,035	Add $215,555
3. Waukegan Steel	$ 1,319,000	Add $ 218,000
4. McKinney Steel	$ No bid	
5. Mechanical & Industrial Steel	$ No bid	

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Garbe Iron Works Inc. for $ 1,230,000

Comments:

1) The March 2023 budget for structural steel was $1,360,000
   The March 2023 budget for running track structural steel was $ 295,000.
2) Garbe Iron Works Experience Modification Rating is 1.20 (the bid documents require an EMR rating of 1.1 or lower). In our opinion this is a minor technicality and suggest to waive this requirement.
3) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

June 8, 2023

W.B. OLSON, INC.
The Construction People

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **HVAC – ROOFTOP EQUIPMENT MATERIAL ONLY**

The following bids were received for this trade:

Subcontractor	Amount of Bid
1. Windy City Representatives	$ 470,000
2. National Heat and Power	$ 527,000
3. Amber Mechanical	$ 539,000
4. Flo Tech Mechanical	$ 543,000
5. Premier Mechanical	$ 596,000

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Windy City Representatives for $ 470,000

Comments:

1) The March 2023 budget for hvac rooftop equipment was $475,000.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

W.B. OLSON, INC.
The Construction People

June 8, 2023

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Electrical Service related items — MATERIAL ONLY**

The following bids were received for this trade:

Subcontractor	Amount of Bid
1. J. Hamilton Electric Co.	$ 56,000
2. Kellenberger Electric	$ 63,800
3. Lyons & Pinner Electric	$ 65,600
4. Associated Electric	$ No Bid
5.	

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

J. Hamilton Electric Co. for $ 56,000

Comments:

1) The March 2023 budget for electrical service related items was $50,000.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

BID FORM

THE PROJECT AND THE PARTIES

NAME OF BIDDER: Mid-States Concrete Industries

TRADE PACKAGE: 34100 Precast Structural Concrete

BID DUE DATE:

- **Date: Wednesday June 7, 2023**
- **Time: 2:00pm**
- **Location: Iowa Community Center**

  Village of Villa Park

  338 N. Iowa Avenue

  Villa Park, IL. 60181
- Provide 1 original and 1 copy of the completed Bid Form

Firm Name and Address:

Mid-States Concrete Industries
500 S. Park Ave
South Beloit, IL 61080 the undersigned

A. We as contractor having familiarized ourselves with local conditions affecting the work and with the proposed Contact Documents hereby propose to perform everything required to be performed and to provide all of the labor, materials, necessary equipment and all utilities and transportation and services necessary to perform and complete in a workmanlike manner all work required to complete the proposed work indicated in the bidding documents for the construction of the Lions Recreation Center project for the Village of Villa Park, all in accordance with the Drawings and Specifications prepared by the office of Williams Architects, the W.B. Olson, Inc bid document supplement, and including all Addenda issued thereto including:
   - Williams Architects issued for bid plans dated 5/9/2023
   - Williams Architects issued for bid Project Manual dated 5/9/2023
   - W.B. Olson, Inc bid document supplement dated 5/17/2023
   - Addendums # 1 through # 3

1. All Work required by the foregoing documents will be accomplished for the Lump Sum Base Bid of:
   ($ 261,510.00) Dollars

   two hundred sixty one thousand five hundred ten dollars Words
2. *Show amount in both figures and words. In case of discrepancy, amount shown in words will govern.*
3. The Lump Sum Bid Price above INCLUDES trade package specific allowances indicated in the scopes of work, INCLUDES all insurance premiums required to meet standards set forth in the bid documents, INCLUDES all premiums for Performance and Labor & Material Payment Bonds, and EXCLUDES all applicable sales and/or use taxes.

B. Alternates:

1) Alternate No. 1 Furnish and install structural steel framing, metal decking and temporary safety cable as described in the Structural Steel scope of work and as described in spec section 012300 .... ADD $ _____

C. Options per individual trade scopes of work (contractor to write in option if applicable)

a) Precast wall panels – Furnish and install precast concrete stairs 112/203. Add $_____

b) _____.....Add / Deduct $_____

c) _____.....Add / Deduct $_____

D. Unit Prices: Provide labor rate unit prices for tradesman applicable to your trade package. All rates to be straight time and include overhead and profit.

Attach labor rate sheet to bid form

D. Allowances: The allowances specified in the Scopes of Work are to be included in the Bid Amount. Confirm that all Allowances identified are included in the Base Bid Amount indicated.

YES X -# 10,000.00 NO _____

E. Bidder by executing and submitting this bid submittal form expressly agrees to the expedited dispute resolution process contained in the General Instructions to Bidders.

F. In signing and submitting this Bid, the undersigned certifies that all materials and construction to be provided are as indicated in the proposed Contract Documents. The undersigned affirms the Certifications contained herein.

G. Bidder acknowledges that it is in receipt of and has reviewed and incorporated the following Addenda into its bid:

Addendum # 1 dated 5/22/23.
Addendum # 2 dated 5/31/23.
Addendum # 3 dated 6/5/23.

MILESTONE SCHEDULE DATES:

A. Anticipated Date of Notice of Award: June 19, 2023

B. Anticipated Start of Construction: Refer to schedule

C. Anticipated Final Completion: Refer to schedule

TRADE CONTRACTORS:

A. The following subcontractors are proposed for the item of work listed. Subcontractors are subject to review per the General Conditions. List only firms that will supply labor at the site:

	ITEM OF WORK	TRADE SUBCONTRACTOR
a.	Lifting Hoisting	Gatwood Crane
b.		
c.		
d.		
e.		

B. Any company or organization to be awarded a contract for goods and/or services must be in compliance with the Human Rights Act and all rules and regulations thereunder:

- Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 and the Rehabilitation Act of 1973.

  YES X NO _____

- Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33E-4 of Public Act 86-720, 720 ILCS 5/33E-11.

  YES X NO _____

- Our company certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  a. It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
  b. It has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with the agreement.

  YES X NO _____

- Our company certifies that it:

  ☒ Has twenty-five (25) or more employees and, pursuant to Section 3 of the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*,shall provide a drug free workplace for all employees engaged in the performance of work under the Contract to which this Certification is attached and by complying with the requirements of the Illinois Drug Free Workplace Act. I further certify our company is not currently prohibited or otherwise debarred from entering into this Contract as a result of a violation of the Drug Free Worplace Act.

  ☐ Has less than twenty-five (25) employees at the time of execution of the Contract.

- Our company certifies that it is eligible for bidding on public contracts, and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130/0.01-12(2000), and has not disregarded their obligations to employees under the Prevailing Wage Act on two (2) separate occasions, and that they, or any firm, corporation, partnership or association in which such contractors or subcontractors have an interest, are not prohibited from being awarded any contract or subcontract for a public works project.

  YES X NO _____

- Bid Security Enclosed: **10%** of base bid total enclosed in the form of a:

  Bid Bond X Cashier's Check _____ Certified Check _____

- Current Experience Modification Rating 1.0 Federal ID # 61-2034105

- OSHA Incident Rates: Recordable 5

- Has the Company received a willful violation from OSHA in the past 3 years?

  YES _____ NO X

- Company has successfully completed three projects of similar size, scope and value within the previous 5 years and must list below.

  YES X NO _____

PROJECT NAME	LOCATION	GC/CM		CONTRACT AMT.
Vernon Hills H.S.	Vernon Hills	Gilbane	2019	$ 239,509.00
Zion Benton Township Center	Zion IL	Lamosy	2021	$ 421,169.00
Advanced Technology Center	Gurnee IL	Power	2021	$ 295,658.00

- Company shall comply with the Village of Villa Park Contractor's Certifications requirements as listed on the enclosed form.
  Bidding contractor to review, sign, and ATTACH to the bid form.

- Comply with the requirements set forth in the executed Rebuild Illinois grant between the State of Illinois Dept. of Natural Resources and the Village of Villa Park. As noted in this grant the Trade Contractors are to comply with the following requirements:
  - 50% of all labor hours on the project must be performed by actual State of Illinois residents
  - 10% of all labor hours on the project to be performed by Apprentices per the Illinois Apprenticeship Initiative.
  - prevailing wage requirements
  - Other trade specific items as noted in the trade scopes of work.

Let it be known to all bidders that the above information will be used as a criteria in the evaluation of vendors.

Firm Name: Mid-States Concrete Industries

Official Address: 500 South Park Ave.

City, State, Zip: South Beloit, IL 61080

Telephone Number: 800-236-1072

Main contact person Colin Jones Email c.jones@mspecast.com

Cell Number: 608-751-1592

All contractors and Sub-Contractors providing services for any portion of this agreement shall be required to provide a valid email address in which to facilitate transfer of information related to the project.

By: _____ Date: 6/7/23

(Signature)

Colin Jones Preconstruction

(Printed/Typed Name and Title)

Where the Bidder is a corporation, add Attest

(SEAL)

_____ 6/7/2023

~~Secretary~~ (signature) Date

ASSISTANT TREASURER

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the Village of Villa Park ("Village") in entering into the agreement with the Contractor. The Village of Villa Park may terminate the agreement if it is later determined that the Contractor rendered a false or erroneous assurance.

I, ROBERT A. MACDOUGALL (Name of Person Certifying), hereby certify that I am the ASSISTANT TREASURER (Office of Person Certifying) of MID-STATES CONCRETE INDUSTRIES (Name of Contractor), (the "Contractor") and as such hereby represent and warrant to the Village of Villa Park, a unit of local government, as follows:

1. The Contractor certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, 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 Contract, the Contractor 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 Contract 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

AIA® Document A310™ – 2010

Bid Bond

Bond Number: N/A

CONTRACTOR:
(Name, legal status and address)
Mid-States Concrete Industries
500 South Park Avenue
South Beloit, IL 61080

OWNER:
(Name, legal status and address)
Village of Villa Park
338 N. Iowa Avenue
Villa Park, IL 60181

BOND AMOUNT: $ 10 Percent of the Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Precast Structural Concrete
Lions Recreation Center Village of Villa Park

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.
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User Notes:
(3B9ADA17)

Signed and sealed this 7 day of June , 2023

(Witness)

Mid-States Concrete Industries
(Contractor as Principal) *(Seal)*

(Title) Bob MacDougall, Director of Finance

(Witness)

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

(Title) Jonathan Lucas , Attorney-In-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

Init.

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User Notes:

(3B9ADA17)

ACKNOWLEDGEMENT OF SURETY

State of Wisconsin

ss:

County of Waukesha

On June 7, 2023 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Jonathan Lucas** known to me to be Attorney-in-Fact of **Travelers Casualty and Surety Company of America** the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 11-14-2026

Notary Public
Christine Cahala

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JONATHAN LUCAS** of **MILWAUKEE**, **Wisconsin**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **7** day of **June**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the Village of Villa Park ("Village") in entering into the agreement with the Contractor. The Village of Villa Park may terminate the agreement if it is later determined that the Contractor rendered a false or erroneous assurance.

I, ROBERT A MACDOUGALL (Name of Person Certifying), hereby certify that I am the ASSISTANT TREASURER (Office of Person Certifying) of MID-STATES CONCRETE INDUSTRIES (Name of Contractor), (the "Contractor") and as such hereby represent and warrant to the Village of Villa Park, a unit of local government, as follows:

1. The Contractor certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, 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 Contract, the Contractor 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 Contract 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 Contractor'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 Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor 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) Contractor (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 Contractor will retain such certifications in its files.

(9) In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the Contractor 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 Contractor may be declared ineligible for future contracts with the Village, and this Contract 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 Contractor'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 Contract, 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 Contractor'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 1.h.(1) to each employee engaged in the performance of the Contract, 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 1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.

(5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

j. not a Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official.

k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor.

l. not having given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.

m. The Contractor shall certify 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 and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

n. the Contractor 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 Contract are considered a public record of the Village; and therefore, the Contractor shall review its records and promptly produce to the Village any records in the Contractor'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 Contractor 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. If any certification made by the Contractor changes, the Contractor shall notify the Village in writing within seven (7) days.

Dated: 6/7/2023

Contractor: MID-STATES CONCRETE INDUSTRIES

By:

Title: President

W.B. OLSON, INC.
The Construction People

VILLA PARK
ILLINOIS

	11/10/2022
Updated	3/24/2023
Updated	6/8/2023

DRAFT

Updated Project Budget Costs including Work Package #1 trades

Lions Community Center - Village of Villa Park
Williams Architects

This update is based on the Work Package #1 bid results from June 7, 2023
Trades bid in Work Package #1 included precast floor planks, precast wall panels, structural steel, HVAC rooftop material, and electrical service materials.
The balance of the trades will be bid in the next work package.

			11/10/2022	3/24/2023	6/8/2023
Building costs (includes a 3% construction contingency)		$	14,396,429	15,260,149	15,260,149
Site work costs		$	2,097,200	2,033,800	2,033,800
Work package #1 bids vs. March 2023 budget (overage / under)					(74,990)
Preconstruction fee		$	60,000	60,000	60,000
CGL (general liability insurance)	1%	$	165,536	167,902	167,902
WB Olson, Inc. construction fee	3%	$	501,575	510,562	510,562
Design Contingency	5%	$	861,037	839,512	839,512
Sub-total Construction Cost		$	18,081,777	18,871,925	18,796,935

Soft costs:				
Professional Services work	$	1,394,460	1,633,739	1,633,739
Owner costs (surveys, borings, testing, commissioning, utilities)	$	235,000	180,000	180,000
Furniture, equipment, signage, artwork	$	150,000	150,000	150,000
Total Budget including construction and soft costs	$	19,861,237	$ 20,835,664	$ 20,760,674
Other costs				
Minimal landscaping (top soil, seed and blanket)- Could be by Village or Construction			$ 100,000	$ 100,000
Existing Building Demolition including surveys, abatement, etc			85,000	85,000
Total			$ 21,020,664	$ 20,945,674

Alternates:

1	Add suspended running track at gym	Add	$ 689,391	$	609,491
2	Add rooftop terrace work - guardrails, sculptured pergola, unit pavers, curbs, green roof plantings, lighting, art sculpture, curved bench	Add	$ 323,400	$	323,400
3 a	Add automatic transfer switch and permanent emergencygenerator	Add	431,200		431,200
b	Add manual transfer switch and plug for portable generator	Add	172,500		172,500
	Order of magnitude until generator spec and size is given				
4	Add for WB Olson to provide a Builders Risk insurance policy	Approx. Add		$	24,000

Clarifications:

Alternate costs include hard and soft costs
Water, gas and electricity to be provided by owner
Underground obstruction removal is not included if encountered (i.e. rocks, old foundations & other debris)
Unsuitable soil removal and replacement is not included
Hazardous material / asbestos identification and removal beyond building demolition work is excluded.
Permit fees excluded

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Melissa Wolf
Submitting Department: Parks & Recreation
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution Authorizing the Issuance of a Notice of Award and Contract for Precast Concrete Wall Panels for the New Lions Park Recreation Center

Suggested Action:

In May of 2023, WB Olson proceeded to write up the bid specifications for four designated early bid packages including steel, precast concrete, HVAC, and Electric. Village staff submitted a Notice to Bid, to the Daily Herald on May 15, 2023. Sealed bids were due no later than 2:00pm June 7, 2023, for public opening, at the Iowa Community Center. WB Olson, Village staff and the Parks and Recreation Commission reviewed the submitted bid amounts and is recommending the Village proceed with the approval of the lowest responsible bid from Lombard Architectural Precast Products Co., for the furnishing, delivery and installation of precast concrete wall panels, in the amount of $782,000.

Attachments:
Memo - To Accept Lowest Responsible Bidders for Steel Concrete HVAC and Electric.docx
Resolution Authorizing the Issuance of a Notice of Award and Approving Contract for Precast Concrete Wall Panels for the New Lions Park Recreation Center - Lombard Architectural Precast Products Co.pdf
Award Recommendations - Work release #1 - WB Olson.pdf
Lombard Architectural Precast Products Co. - Bid Packet - Precast Concrete Wall Panels.pdf
Updated budget with Work Release #1 trades.pdf

TO: Matt Harline, Village Manager

FROM: Greg Gola, Director of Parks, Recreation and Fleet Services

DATE: June 15, 2023

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Acceptance of Lowest Responsible Bids for Precast Floor Planks, Precast Wall Panels, Structural Steel, HVAC rooftop units, and Electric Service Items for the Lions Recreation Center, not to exceed $2,799,510.

SUMMARY

In September 2021, the Village of Villa Park received notice that the community received a $10 million grant from the Illinois Department of Natural Resources (IDNR) - Build Illinois Bond Fund grant. The grant is to be used towards costs associated with the construction of a Parks and Recreation Center. An Ordinance Authorizing the Issuance of General Obligation Bonds (Alternate Revenue Source), Series 2022A in the amount not to exceed $7,500,000 was approved at the January 10, 2022 Board meeting. Staff submitted the grant application to the IDNR in March of 2022.

BACKGROUND

Recreation Center discussions continued at the March 27, 2023, Board Meeting and at the Special Board Meeting held on April 2, 2023. Staff asked for direction to proceed with bidding and design, and it was recommended that WB Olson proceed to develop and bid 4 designated early bid packages including steel, pre-cast concrete, HVAC and electric. These areas for bid were identified to lock in pricing, and place orders as early as possible due to long lead times. Trustee Murphy made the motion to proceed and bid the four (4) designated early bid packages, seconded by Trustee Kumar. The roll call vote tallied seven (7) ayes. There were no nays.

WB Olson proceeded to write up the bid specifications for each area and Village staff submitted a Notice to Bid, to the Daily Herald on May 15, 2023. Sealed bids were due no later than 2:00pm June 7, 2023, for public opening, at the Iowa Community Center.

The Village received four (4) bids for Precast Concrete Wall Panels, three (3) bids for Precast Concrete Floor Panels, three (3) bids for Structural Steel, five (5) bids for HVAC, and three (3) bids for Electrical Service related items (material only). After reviewing the bids from the low bidders, WB Olson has determined that these bidders comply with the requirements of the contract documents, and therefore recommend acceptance and award the contracts to the following vendors:

Vendor	Bid Item	Amount
Mid State Concrete Industries	Precast Floor Planks	$261,510
Lombard Architectural Precast Products Co	Precast Wall Panels	$782,000
Garbe Iron Works Inc	Structural Steel	$1,230,000
Windy City Representatives	HVAC (rooftop units material only)	$470,000
J.Hamilton Electric Co	Electric (service items material only)	$56,000

The complete vendor/company list and bid amounts are attached for each bid area.

The total updated Project Budget Costs, including Work Package #1 trades, is $74,990.00 under the estimated budget presented on March 24, 2023. The budget breakdown is included in the attachment.

RECOMMENDATION

Members of the Recreation Commission unanimously recommend the acceptance and approval of the following, lowest responsible bidders:

Vendor	Bid Item	Amount
Mid State Concrete Industries	Precast Floor Planks	$261,510
Lombard Architectural Precast Products Co	Precast Wall Panels	$782,000
Garbe Iron Works Inc	Structural Steel	$1,230,000
Windy City Representatives	HVAC (rooftop units material only)	$470,000
J.Hamilton Electric Co	Electric (service items material only)	$56,000

Staff also recommends the acceptance and approval of the lowest responsible bidders, not to exceed $2,799,510. Funds for these purchases have been budgeted in the 2023 Building Fund (67.502.02.401).

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD AND CONTRACT FOR PRECAST CONCRETE WALL PANELS FOR THE NEW LIONS PARK RECREATION CENTER

WHEREAS, the Village of Villa Park (the "Village") plans to build and develop a Parks and Recreation Center at Lions Park at 320 E. Wildwood Avenue, Villa Park, Illinois ("New Lions Park Recreation Center"); and

WHEREAS, the Village publicly advertised for sealed bids for all labor, materials, tools and equipment necessary for the furnishing, delivery and installation of precast concrete wall panels for the construction of the New Lions Park Recreation Center ("Project"); and

WHEREAS, bids were received, publicly opened, examined and declared at 2:00 p.m. on June 7, 2023; and

WHEREAS, a total of four (4) bids were received and opened; and, of the bids received and opened, the apparent lowest responsible bidder is Lombard Architectural Precast Products Company, of Alsip, Illinois, with a bid amount of Seven Hundred Eighty-Two Thousand and 00/100 Dollars ($782,000.00).

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: Incorporation of Preambles. 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: Lowest Responsible Bidder. The corporate authorities do hereby find Lombard Architectural Precast Products Company, of Alsip, Illinois, to be the lowest responsible bidder for the Project.

Section 3: Contract Award. Lombard Architectural Precast Products Company, of Alsip, Illinois, is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

Section 4: Authorization to Execute Notice of Award. The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to Lombard Architectural Precast Products Company, of Alsip, Illinois, the lowest responsible bidder, for the Project, in the amount of Seven Hundred Eighty-Two Thousand and 00/100 Dollars ($782,000.00). The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by Lombard Architectural Precast Products Company.

Section 5: Authorization to Execute Contract. The form, terms and provisions of the Contract and the separate exhibits as provided in the Contract are hereby approved in substantially the form attached hereto as Exhibit "B," with such insertions, omissions and changes as shall be approved by the Village President of the Village, the execution of such documents being conclusive evidence of such approval. Provided that Lombard Architectural Precast Products Company returns the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, to the Village, within ten (10) days of the receipt of the Notice of Award, then the Village President is authorized to execute and the Village Clerk to attest

the Contract and other written contract documents. The officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution.

Section 6: Payment of Prevailing Rate of Wages. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work.

Section 7: Effective Date. This Resolution shall take effect upon its passage and approval in pamphlet form.

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____ 2023.

_____
Nick Cuzzone, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2023.

_____
Hosanna Korynecky, Clerk of the Village
of Villa Park, DuPage County, Illinois

Exhibit “A”

NOTICE OF AWARD

VILLAGE OF VILLA PARK, ILLINOIS

NOTICE OF AWARD

TO: Lombard Architectural Precast Products Company
4245 W. 123rd Street
Alsip, Illinois 60803

PROJECT DESCRIPTION: NEW LIONS PARK RECREATION CENTER – PRECAST CONCRETE WALL PANELS – the project consists of providing all labor, materials, tools and equipment required and necessary for the furnishing, delivery and installation of precast concrete wall panels for the construction of the New Lions Park Recreation Center located at 320 East Wildwood Avenue in Villa Park, Illinois.

THE VILLAGE OF VILLA PARK has considered the bid submitted by you for the above-described work in response to its Request for Proposals.

YOU ARE HEREBY NOTIFIED that your bid for the project has been accepted for the amount of Seven Hundred Eighty-Two Thousand and 00/100 Dollars ($782,000.00), payable on a stipulated lump sum basis, subject to the furnishing of the proper insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the publication of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Villa Park.

Dated this ____ day of _____ 2023.

VILLAGE OF VILLA PARK, ILLINOIS,

By:_____
Nick Cuzzone, President of the
Village of Villa Park, DuPage County, Illinois

ATTEST:

By:_____
Hosanna Korynecky, Clerk of the
Village of Villa Park, DuPage County, Illinois

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by Lombard Architectural Precast Products Company, this ____ day of _____ 2023

Lombard Architectural Precast Products Company

By:_____

Title: President

Exhibit “B”

CONTRACT

CONTRACT
between the
VILLAGE OF VILLA PARK, ILLINOIS
and
LOMBARD ARCHITECTURAL PRECAST PRODUCTS COMPANY
for the furnishing, delivery and installation of
PRECAST CONCRETE WALL PANELS
for the
NEW LIONS PARK RECREATION CENTER

This agreement, hereinafter referred to as the "Contract," made and entered into by and between the Village of Villa Park, Illinois, an Illinois municipal corporation, hereinafter referred to as the "Village," and Lombard Architectural Precast Products Company, 4245 W. 123rd Street, Alsip, Illinois 60803, hereinafter referred to as the "Contractor," for all labor, materials. tools and equipment necessary for the furnishing, delivery and installation of precast concrete wall panels for the construction of the New Lions Park Recreation Center, hereinafter referred to as the "Project," in Villa Park, Illinois.

In consideration of the payments to be made by the Village and of the mutual covenants herein set forth, the Village and the Contractor agree as follows:

ARTICLE 1. PERFORMANCE OF CONTRACT.

The Contractor at its own proper cost and expense shall perform the work, furnish all materials and labor necessary to complete the work in full compliance with all of the terms and the requirements of this Contract, Contractor's Bid Form, Contractor's Certification, Contract Bond, including Labor & Material and Performance Bond, the General Conditions, Special Provisions, the Specifications, Drawings, Scope of Work, Baseline Project Schedule, Project Phasing Schedule and any approved Modifications (Change Orders) to the Contract) which are essential documents of and made a part of this Contract.

ARTICLE 2. CONTRACT SUM AND PAYMENT

The Village shall pay the Contractor the amount of Seven Hundred Eighty-Two Thousand and 00/100 Dollars ($782,000.00), for the performance of the work, payable on a stipulated lump sum basis as set forth in the Contractor's Bid Form. If one or more of the prices set forth in the Contractor's Bid Form are unit prices, the quantities shown in the Bid Form are approximate only and are subject to increase or decrease. The Contractor shall receive for the performance of the unit price work, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of the Contractor's Bid Form. The compensation paid to the Contractor shall be the full compensation for furnishing all the materials, for doing all work contemplated and specified in this Contract, and for well and faithfully completing the work, and the whole thereof, in full compliance with the Contract documents, and within the Contract Time, which time is hereby declared to be of the essence of this Contract. The Village shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for work performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq*.). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq*.).

ARTICLE 3 CONTRACT TIME

The Contractor shall perform the work according to the Project Schedule prepared and maintained by the Construction Manager. The Contractor shall commence the work expeditiously after the date the Village gives the Contractor written notice to proceed. The Contractor shall complete the work in accordance with the Project Schedule, unless an extension of time is granted in accordance with the contract documents.

ARTICLE 4. GENERAL PROVISIONS.

4.1 **Governing Law.** This Contract shall be construed under and governed by the laws of the State of Illinois. All actions brought to interpret or enforce any provision of this Contract shall be brought in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

4.2 **Appropriation.** This Contract shall become effective only after an appropriation therefor has been made. The term of this Contract shall be for one year following the effective date of the appropriation. If the Contract Time exceeds one year following the effective date of the appropriation, the term of this Contract shall extend to the end of the Contract Time provided that an appropriation therefor has been made by the Village in the subsequent year(s).

4.3 **Severability of Clauses.** If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Contract or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

4.4 **Waiver of Breach.** The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

4.5 **Written Notice.** Written notice between the Village and the Contractor may be served via E-Mail, unless otherwise specifically required by the General Conditions and Special provisions and in that event shall be deemed to have been duly served if delivered in person, or if delivered by overnight delivery service, addressed to the respective party as follows:

A. If to the Village:

W.B. Olson, Inc.
3235 Arnold Lane
Northbrook, Illinois 60062
Attn: Daniel Polfuss
E-Mail: dpolfuss@wbo.com

With a carbon copy to:

Village of Villa Park
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Matthew Harline, Village Manager
E-Mail: mharline@invillapark.com

B. If to Contractor:

Lombard Architectural Precast Products Company
4245 W. 123rd Street
Alsip, Illinois 60803
Attn: President
E-Mail:_____

Either party may change its mailing address by giving written notice to the other party as provided above. Written notice shall be deemed to have been given on the second business day following the date of the mailing if sent through the U.S. Postal Service or on the first business day following the date of the mailing if sent by overnight delivery service. Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this section.

4.6 **Obligations Survive.** The obligations or duties imposed upon the Contractor under the Contract shall survive any termination or closeout of the Contract.

4.7 **Successors and Assigns.** The Village and the Contractor each binds itself, its partners, successors and assigns and legal representative to the other party hereto and the partners, successors, assigns and legal representative of such other party with respect to all covenants, agreements and obligations contained herein.

4.8 **Independent Contractor.** The Contractor is an independent contractor and in providing its work under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

4.9 **Work of Other Contractors.** The Village reserves the right to execute other agreements in connection with the Project. The Contractor shall cooperate with the Construction Manager, the Architect/Engineer, employees and representatives of the Village, any contractor or consultant retained by the Village; but the Contractor shall not be contractually responsible for the Construction Manager, the Architect/Engineer, employees and representatives of the Village, any contractor or consultant retained by the Village.

4.10 **Non-Assignment.** The Contractor acknowledges that the Village is induced to enter into this Contract by, among other things, the professional qualifications of the Contractor. This Contract is exclusive between the Village and the Contractor. This Contract or any right or obligations hereunder may not be assigned by the Contractor, in whole or in part, to another firm without first obtaining prior permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason.

4.11 **Right to Audit.** The Village shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of five years after final payment. The Contractor shall cooperate fully with any such audit and shall provide full access to all relevant materials. In addition, the Village or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Failure to maintain the records required by this provision shall establish a presumption in favor of the state for the recovery of any funds paid by the Village under the Contract for which adequate records are not available, through some fault of the Contractor, to support their purported disbursement.

4.12 **Entire Agreement.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

(1) Contract
(2) Contractor's Bid Form
(3) Contractor's Certification
(4) Contract Bond, including Labor & Material and Performance Bond
(5) General Conditions
(6) Special Provisions
(7) Specifications
(8) Drawings
(9) Scope of Work
(10) Baseline Project Schedule
(11) Project Phasing Schedule

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor. In case of conflict between the terms contained in the Contract documents, those terms contained in the various Contract documents shall control in the following order of precedence.

(1) Contract

(2) Special Provisions
(3) General Conditions
(4) Drawings
(5) Specifications
(6) Scope of Work
(7) Contractor's Bid Form
(8) Contract Bond
(9) Contractor's Certification
(10) Baseline Project Schedule
(11) Project Phasing Schedule

4.13 **Amendments**. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor. This Contract is executed that day and year first written above.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Contractor this ____ day of _____ 2023.

Contractor: Lombard Architectural Precast Products Company

By _____
_____, President

ATTEST:

By:_____
_____, Secretary

Executed by the Village, this ____ day of _____ 2023.

Village: Village of Villa Park

By
_____
Nick Cuzzone, Village President

ATTEST:

By _____
Hosanna Korynecky, Village Clerk

FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, I certify that the following is the Contractor's correct Federal Taxpayer Identification

Number: _____.

Contractor: Lombard Architectural Precast Products Company

By: _____
_____, President

W.B. OLSON, INC.
The Construction People

June 8, 2023

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Precast Concrete Floor Planks**

The following bids were received for this trade:

Subcontractor	Amount of Bid
1. Mid States Concrete Industries	$ 261,510
2. StresCore Inc.	$ 316,500
3. Wells Concrete (see precast wall panel recommendation for Combined bid amount)	$ combined bid
4. ATMI Concrete	$ No bid
5. County Prestress	$ No bid

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Mid States Concrete Industries for $ 261,510

Comments:

1) The March 2023 budget for precast floor planks was $235,000.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

W.B. OLSON, INC.
The Construction People

June 8, 2023

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Precast Concrete Wall Panels**

The following bids were received for this trade:

Subcontractor	Amount of Bid
1. Lombard Architectural Precast Products Co.	$ 782,000
2. DuKane Precast	$ 802,000
3. ATMI Precast	$ 837,000
4. Wells Concrete (combined bid including precast floor planks and precast wall panels)	$ 1,050,000
5. County Prestress	$ No bid

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Lombard Architectural Precast Products Co. for $ 782,000

Comments:

1) The March 2023 budget for precast wall panels was $754,500.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

June 21, 2023

W.B. OLSON, INC.
The Construction People

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Structural Steel**

The following bids were received for this trade:

Subcontractor	Amount of Base Bid	*Alternate #1* Running track steel
1. Garbe Iron Works, Inc.	$ 1,230,000	Add $215,100
2. K&K Iron Works	$ 1,249,035	Add $215,555
3. Waukegan Steel	$ 1,319,000	Add $ 218,000
4. McKinney Steel	$ No bid	
5. Mechanical & Industrial Steel	$ No bid	

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Garbe Iron Works Inc. for $ 1,230,000

Comments:

1) The March 2023 budget for structural steel was $1,360,000
   The March 2023 budget for running track structural steel was $ 295,000.
2) Garbe Iron Works Experience Modification Rating is 1.20 (the bid documents require an EMR rating of 1.1 or lower). In our opinion this is a minor technicality and suggest to waive this requirement.
3) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

W.B. OLSON, INC.
The Construction People

June 8, 2023

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **HVAC – ROOFTOP EQUIPMENT MATERIAL ONLY**

The following bids were received for this trade:

Subcontractor	Amount of Bid
1. Windy City Representatives	$ 470,000
2. National Heat and Power	$ 527,000
3. Amber Mechanical	$ 539,000
4. Flo Tech Mechanical	$ 543,000
5. Premier Mechanical	$ 596,000

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Windy City Representatives for $ 470,000

Comments:

1) The March 2023 budget for hvac rooftop equipment was $475,000.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

W.B. OLSON, INC.
The Construction People

June 8, 2023

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Electrical Service related items — MATERIAL ONLY**

The following bids were received for this trade:

	Subcontractor	Amount of Bid
1.	J. Hamilton Electric Co.	$ 56,000
2.	Kellenberger Electric	$ 63,800
3.	Lyons & Pinner Electric	$ 65,600
4.	Associated Electric	$ No Bid
5.		

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

J. Hamilton Electric Co. for $ 56,000

Comments:

1) The March 2023 budget for electrical service related items was $50,000.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

_____

Lions Recreation Center
Village of Villa Park
Issued 5/17/23 with bid documents – Work Package #1

BID FORM

THE PROJECT AND THE PARTIES

NAME OF BIDDER: Lombard Architectural Precast Products Company

TRADE PACKAGE: Bid Package #2 - Precast Concrete Wall Panels

BID DUE DATE:

- **Date: Wednesday June 7, 2023**
- **Time: 2:00pm**
- **Location: Iowa Community Center**

  Village of Villa Park

  338 N. Iowa Avenue

  Villa Park, IL. 60181
- Provide 1 original and 1 copy of the completed Bid Form

Firm Name and Address:

Lombard Architectural Precast Products Company

4245 W. 123rd Street

Alsip, IL 60803 the undersigned

A. We as contractor having familiarized ourselves with local conditions affecting the work and with the proposed Contact Documents hereby propose to perform everything required to be performed and to provide all of the labor, materials, necessary equipment and all utilities and transportation and services necessary to perform and complete in a workmanlike manner all work required to complete the proposed work indicated in the bidding documents for the construction of the Lions Recreation Center project for the Village of Villa Park, all in accordance with the Drawings and Specifications prepared by the office of Williams Architects, the W.B. Olson, Inc bid document supplement, and including all Addenda issued thereto including:
   - Williams Architects issued for bid plans dated 5/9/2023
   - Williams Architects issued for bid Project Manual dated 5/9/2023
   - W.B. Olson, Inc bid document supplement dated 5/17/2023
   - Addendums # 1 through # 3

1. All Work required by the foregoing documents will be accomplished for the Lump Sum Base Bid of:

   ($ 782,000.00) Dollars

   Seven Hundred Eighty-Two Thousand .00/100 Dollars********** Words

2. *Show amount in both figures and words. In case of discrepancy, amount shown in words will govern.*
3. The Lump Sum Bid Price above INCLUDES trade package specific allowances indicated in the scopes of work, INCLUDES all insurance premiums required to meet standards set forth in the bid documents, INCLUDES all premiums for Performance and Labor & Material Payment Bonds, and EXCLUDES all applicable sales and/or use taxes.

B. Alternates:

1) Alternate No. 1 Furnish and install structural steel framing, metal decking and temporary safety cable as described in the Structural Steel scope of work and as described in spec section 012300 .... ADD $ N/A

C. Options per individual trade scopes of work (contractor to write in option if applicable)

a) Precast wall panels – Furnish and install precast concrete stairs 112/203. Add $ 35,400.00

b) Furnish and install Deck Bearing Angle ..... Add / Deduct $ 8,500.00

c) _____ ..... Add / Deduct $ _____

D. Unit Prices: Provide labor rate unit prices for tradesman applicable to your trade package. All rates to be straight time and include overhead and profit.

Attach labor rate sheet to bid form

D. Allowances: The allowances specified in the Scopes of Work are to be included in the Bid Amount. Confirm that all Allowances identified are included in the Base Bid Amount indicated.

YES X NO _____

E. Bidder by executing and submitting this bid submittal form expressly agrees to the expedited dispute resolution process contained in the General Instructions to Bidders.

F. In signing and submitting this Bid, the undersigned certifies that all materials and construction to be provided are as indicated in the proposed Contract Documents. The undersigned affirms the Certifications contained herein.

G. Bidder acknowledges that it is in receipt of and has reviewed and incorporated the following Addenda into its bid:

Addendum # 1 dated 5/22/23.

Addendum # 2 dated 5/31/23.

Addendum # 3 dated 6/5/23.

MILESTONE SCHEDULE DATES:

A. Anticipated Date of Notice of Award: June 19, 2023

B. Anticipated Start of Construction: Refer to schedule

C. Anticipated Final Completion: Refer to schedule

TRADE CONTRACTORS:

A. The following subcontractors are proposed for the item of work listed. Subcontractors are subject to review per the General Conditions. List only firms that will supply labor at the site:

	ITEM OF WORK	TRADE SUBCONTRACTOR
a.	Erection	T.B.D.
b.	Caulking	T.B.D.
c.		
d.		
e.		

B. Any company or organization to be awarded a contract for goods and/or services must be in compliance with the Human Rights Act and all rules and regulations thereunder:

- Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 and the Rehabilitation Act of 1973.

  YES X NO _____

- Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33E-4 of Public Act 86-720, 720 ILCS 5/33E-11.

  YES X NO _____

- Our company certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  a. It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
  b. It has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with the agreement.

  YES _____ NO X

- Our company certifies that it:
  ☐ Has twenty-five (25) or more employees and, pursuant to Section 3 of the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*,shall provide a drug free workplace for all employees engaged in the performance of work under the Contract to which this Certification is attached and by complying with the requirements of the Illinois Drug Free Workplace Act. I further certify our company is not currently prohibited or otherwise debarred from entering into this Contract as a result of a violation of the Drug Free Worplace Act.

  ☒ Has less than twenty-five (25) employees at the time of execution of the Contract.

Lions Recreation Center
Village of Villa Park
Issued 5/17/23 with bid documents – Work Package #1

- Our company certifies that it is eligible for bidding on public contracts, and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130/0.01-12(2000), and has not disregarded their obligations to employees under the Prevailing Wage Act on two (2) separate occasions, and that they, or any firm, corporation, partnership or association in which such contractors or subcontractors have an interest, are not prohibited from being awarded any contract or subcontract for a public works project.

  YES X NO _____

- Bid Security Enclosed: **10%** of base bid total enclosed in the form of a:

  Bid Bond X Cashier's Check _____ Certified Check _____

  *Lombard Architectural Precast Products Co. is a manufacturer. See attached Health & Safety Letter.

- Current Experience Modification Rating * Federal ID # 36-3677486

- OSHA Incident Rates: Recordable 0

- Has the Company received a willful violation from OSHA in the past 3 years?

  YES _____ NO X

- Company has successfully completed three projects of similar size, scope and value within the previous 5 years and must list below.

  YES X NO _____

PROJECT NAME	LOCATION	GC/CM	CONTRACT AMT.
Elmhurst SD 205 - Lincoln Elem.	565 Fairfield Ave., Elmhurst, IL	International Contractors	$775,700.00
ECHO School Addition	350 W. 154th St., South Holland, IL	JMA Architects	$1,000,000.00
New Plainfield Elem. Addition	15410 S. Wallin Dr., Plainfield, IL	International Contractors	$1,830,000.00
YWCA Evanston/Northshore	1215 Church St., Evanston, IL	W.B. Olson, Inc.	$1,511,000.00

- Company shall comply with the Village of Villa Park Contractor's Certifications requirements as listed on the enclosed form.
  Bidding contractor to review, sign, and ATTACH to the bid form.

- Comply with the requirements set forth in the executed Rebuild Illinois grant between the State of Illinois Dept. of Natural Resources and the Village of Villa Park. As noted in this grant the Trade Contractors are to comply with the following requirements:
  - 50% of all labor hours on the project must be performed by actual State of Illinois residents
  - 10% of all labor hours on the project to be performed by Apprentices per the Illinois Apprenticeship Initiative.
  - prevailing wage requirements
  - Other trade specific items as noted in the trade scopes of work.

Lions Recreation Center
Village of Villa Park
Issued 5/17/23 with bid documents – Work Package #1

Let it be known to all bidders that the above information will be used as a criteria in the evaluation of vendors.

Firm Name: Lombard Architectural Precast Products Company

Official Address: 4245 W. 123rd Street

City, State, Zip: Alsip, Illinois 60803

Telephone Number: 708/297-2122

Main contact person Floyd D. Page Email fpage@lappco.com

Cell Number: 708/341-8958

All contractors and Sub-Contractors providing services for any portion of this agreement shall be required to provide a valid email address in which to facilitate transfer of information related to the project.

By: Floyd D. Page Date: 6/7/2023
Floyd D. Page
(Signature)

Floyd D. Page, Vice President
(Printed/Typed Name and Title)

Where the Bidder is a corporation, add Attest

(SEAL)

Secretary (signature) 6/7/2023
Daniel J. Lombard Date

SUBSTITUTION SHEET

SUBSTITUTION INFORMATION

A. All bids shall be based upon the provisions of the proposed Contract Documents.

B. Bidders desiring to make substitutions for "proprietary brands" specified shall list such proposed substitutions below, together with the amount to be added or deducted from the amounts of their base bids.

C. The Owner reserves the right to reject all such substitutions, and such substitutions will not be used to determine the low bid.

D. Complete descriptions and technical data shall accompany all proposed substitutions.

E. NOTE: Manufacturer's names and material approved by the Architect during the bidding time, but not shown in Addenda, must be listed below if said material is to be considered:

BRAND/MAKE SPECIFIED	BRAND/MAKE PROPOSED	ADD	DEDUCT
N/A			

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the Village of Villa Park ("Village") in entering into the agreement with the Contractor. The Village of Villa Park may terminate the agreement if it is later determined that the Contractor rendered a false or erroneous assurance.

I, Michael G. Lombard (Name of Person Certifying), hereby certify that I am the President (Office of Person Certifying) of Lombard Architectural Precast Products Co. (Name of Contractor), (the "Contractor") and as such hereby represent and warrant to the Village of Villa Park, a unit of local government, as follows:

1. The Contractor certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, 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 Contract, the Contractor 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 Contract 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 Contractor'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 Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor 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) Contractor (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 Contractor will retain such certifications in its files.

(9) In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the Contractor may be declared incligible 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 Contractor may be declared ineligible for future contracts with the Village, and this Contract 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 Contractor'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 Contract, 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 Contractor'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 1.h.(1) to each employee engaged in the performance of the Contract, 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 1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.

(5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

j. not a Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official.

k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor.

l. not having given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.

m. The Contractor shall certify 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 and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

n. the Contractor 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 Contract are considered a public record of the Village; and therefore, the Contractor shall review its records and promptly produce to the Village any records in the Contractor'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 Contractor 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. If any certification made by the Contractor changes, the Contractor shall notify the Village in writing within seven (7) days.

Dated: 6/7/2023

Contractor: Lombard Architectural Precast Products Company

By: _____
Michael G. Lombard, President

Title: President

LOMBARD ARCHITECTURAL PRECAST PRODUCTS CO.

June 7, 2023

RE: Environment, Health, and Safety

Please be advised that Lombard Architectural Precast Products Company is a **manufacturer of Architectural Precast Wall Panels at its Alsip, IL., PCI Certified Plant**. As a *manufacturer*, questions regarding health and safety do not apply to our company.

Lombard Architectural Precast Products Company outsources the precast erection and caulking work, performed at the construction site, to our preferred group of qualified subcontractors. LAPPCO subcontractors will provide EMR information you require. LAPPCO hires all subcontractors with an EMR Number under 1.

If Lombard Architectural Precast Products Co. is awarded a contract our erection, and caulking subcontractors can furnish the requested safety information such as evidence of participation in apprenticeship and training programs. They will also provide a written plan for employee drug testing.

Yours Truly,

Floyd D. Page,
Vice President

4245 West 123rd Street • Alsip, Illinois 60803-1805 • 708-389-1060 • Fax 708-389-1082
www.lappco.com

CONTRACTOR SCORE
KNOW THE SCORE

Certification

The Contractor Score is an empirical tool derived from the contractor's documented and verified information. It is based on objective calculations without subjectivity or bias. The main goal of Contractor Score is to provide a concise gauge whereby customers may evaluate the short-term liquidity and management capacity of the contractor relative to its own needs. It is not a bond nor guarantee of performance. The emphasis is on liquidity, working capital, leverage and profitability of the most recent fiscal year and fiscal quarter as it relates to the existing backlog. Available funds contributing to the liquidity may be internal or external.

Lombard Architectural Precast Products Company

4245 W. 123rd Street
Alsip, Illinois 60803

Has a Contractor Score of

1587

Effective Date as of Latest Financial Statements Submitted

December 31, 2022

0 - 350 Weak	350 - 650 Fair	650 - 1000 Good	Over 1000 Excellent

Contractor Score GENERAL DISCLAIMER

This financial information has been prepared by CONTRACTOR SCORE for the purpose of providing interested parties with general information about the Company. The data included was derived from the books and records of the Company. Although such information is believed to present fairly the history and business of the Company, CONTRACTOR SCORE does not make any representation as to the completeness or accuracy of the contents of these financial metrics. CONTRACTOR SCORE, specifically, is only calculating data provided to CONTRACTOR SCORE by the Company. CONTRACTOR SCORE has, in no manner, attempted to verify the information provided to them.

Parties wishing to pursue business with the Company shall be responsible for the verification of any information upon which they may make any decisions.

The underlying financial information to Contractor Score is treated as confidential. The recipient shall use such information only for the purpose of evaluating conduction of business with the Company and not in any manner or for any purpose adverse to the interests of the Company. Contractor Score is in no way a guarantee of the company's future performance.

DCN 35961

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Assurance, a Marsh & McLennan Agency LLC company
20 N Martingale Road
Suite 100
Schaumburg IL 60173

CONTACT NAME: Kelly Drwal
PHONE (A/C, No, Ext): (847) 463-7889 FAX (A/C, No): 847-440-9123
E-MAIL ADDRESS: Kelly.Drwal@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters	30104
INSURER B : Trumbull Insurance Company	27120
INSURER C : Travelers Property Casualty Co	25674
INSURER D : Pacific Insurance Company, Ltd	10046
INSURER E :	
INSURER F :	

INSURED
Lombard Architectural Precast Products Company
4245 W. 123rd Street
Alsip IL 60803

COVERAGES **CERTIFICATE NUMBER:** 917112297 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			83UEAZV1805S5	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			83UEAZH5450S5	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			CUP7S145472-22-NF	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		83WEACE7581	10/1/2022	10/1/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Pollution/Professional			83CPIAA3017	10/1/2022	10/1/2023	Limit: $2M occ & agg	Ded: $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance Only.

CERTIFICATE HOLDER

Sample

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TRAVELERS

Gina M. Damato
Travelers Bond, Construction Services
215 Shuman Blvd., Naperville, IL 60563
Telephone: (630)370-2268
Fax: (630)784-0977

January 16, 2023

RE: **LOMBARD ARCHITECTURAL PRECAST PRODUCTS CO.**
4245 West 123rd Street, Alsip, Illinois 60803
Prequalification

To Whom it May Concern:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a Connecticut Corporation is the surety company for **Lombard Architectural Precast Products Co.** and has provided bonding credit to them for over 45 years. At the present time, we are providing **Lombard Architectural Precast Products Co.**, with a single bond limit of $40,000,000, a total aggregate bond program in excess of $100,000,000 and an available bonding capacity in excess of $80,000,000.

We consider them to be a high-quality construction organization and a very valuable client/partner and wouldn't hesitate to recommend **Lombard Architectural Precast Products Co.**, to any owner or architect on any construction contract. Its outstanding performance, competent personnel and excellent financial condition have made the handling of its bonding requirements relatively easy.

Travelers Casualty and Surety Company of America hereby agrees if **Lombard Architectural Precast Products Co.**, is awarded a contract, we are prepared to issue the required Performance & Payment bonds, subject to acceptable contract details and bond forms.

Travelers Casualty and Surety Company of America is licensed to transact business in all fifty (50) states with a U.S. Treasury Listing of $211,846,000 and is rated A++XV by A.M. Best Company.

Should your desire more information or have any questions on our bonding relationship with **Lombard Architectural Precast Products Co.** please do not hesitate to contact us. In closing, we highly recommend **Lombard Architectural Precast Products Co**. and know that you will be more than satisfied with their work.

Yours Truly,
Travelers Casualty and Surety Company of America

Gina M. Damato
Attorney-In-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

TRAVELERS

STATE OF ILLINOIS
COUNTY OF COOK

I, Brenda D. Hockberger a Notary Public in and for said County, do hereby certify that

Gina M. Damato Attorney -in-Fact, of the:

THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

Who is personally known to me to be the same person, whose name is subscribed to the foregoing, instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County, this 16th day of January A.D. 2023

Brenda D. Hockberger
Notary Public

OFFICIAL SEAL
BRENDA D. HOCKBERGER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES FEB 9, 2024

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Gina M. Damato** of **WHEATON**, **Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of June, 2021

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16th day of January 2023

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

LOMBARD ARCHITECTURAL PRECAST PRODUCTS CO.

OWNER:

PROJECT:

ARCHITECT:

TIME: Period of Guarantee: ***ONE YEAR*** Starting Date: _____

GUARANTEE: If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law of by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written acceptance of such conditions. This obligation shall survive termination of the Contract. The Owner shall give notice promptly after discovery of the condition.

The warranty shall cover any repairs and/or replacement to any part of the Work related to the basic defect.

MAINTENANCE: It is recommended a visual inspection of caulking and the precast be power washed once every three to five years.

CONTRACTOR: Lombard Architectural Precast Products Company

BY: _____

(Signed) (Title) (Printed)

4245 West 123rd Street • Alsip, Illinois 60803-1805 • 708-389-1060 • Fax 708-389-1082
www.lappco.com

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

CONTRACTOR:
(Name, legal status and address)
Lombard Architectural Precast Products Co.
4245 West 123rd Street
Alsip, Illinois 60803

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address):
The Village of Villa Park
20 Ardmore Avenue
Villa Park, Illinois 60181

BOND AMOUNT: Ten Percent of Bid Price **(10%)**

PROJECT:
(Name, location or address, and Principal number, if any)
Bid Package #2 – Precast Concrete Wall Panels – Lions Recreation Center for The Village of Villa Park.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **7th** day of **June, 2023.**

Janine Arvans
(Witness)

(Witness)

Lombard Architectural Precast Products Co.
(Principal) *(Seal)*

Michael G. Lombard, President *(Title)*

Travelers Casualty and Surety Company of America
(Surety) (Seal)

(Title) **David C. Banks Attorney-In-Fact**

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition

TRAVELERS

STATE OF ILLINOIS
COUNTY OF KENDALL

I, Gina M. Damato a Notary Public in and for said County, do

hereby certify that **David C. Banks** Attorney -in-Fact, of the:

THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

Who is personally known to me to be the same person, whose name is subscribed to the foregoing, instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of:

THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Yorkville in said

County, this 7th day of June A.D. 2023

Notary Public

OFFICIAL SEAL
GINA M. DAMATO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES April 5, 2024

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David C Banks** of **WHEATON**, **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

HARTFORD, CONN. — HARTFORD, CONN. — CORPORATE SEAL

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

ANNA P NOWIK — NOTARY PUBLIC — CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **7th** day of **June**, **2023**.

HARTFORD, CONN. — HARTFORD, CONN. — CORPORATE SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

W.B. OLSON, INC.
The Construction People

VILLA PARK
ILLINOIS

11/10/2022
Updated 3/24/2023
Updated 6/8/2023

DRAFT

Updated Project Budget Costs including Work Package #1 trades

Lions Community Center - Village of Villa Park
Williams Architects

This update is based on the Work Package #1 bid results from June 7, 2023
Trades bid in Work Package #1 included precast floor planks, precast wall panels, structural steel, HVAC rooftop material, and electrical service materials.
The balance of the trades will be bid in the next work package.

			11/10/2022	3/24/2023	6/8/2023
Building costs (includes a 3% construction contingency)		$	14,396,429	15,260,149	15,260,149
Site work costs		$	2,097,200	2,033,800	2,033,800
Work package #1 bids vs. March 2023 budget (overage / under)					(74,990)
Preconstruction fee		$	60,000	60,000	60,000
CGL (general liability insurance)	1%	$	165,536	167,902	167,902
WB Olson, Inc. construction fee	3%	$	501,575	510,562	510,562
Design Contingency	5%	$	861,037	839,512	839,512
Sub-total Construction Cost		$	18,081,777	18,871,925	18,796,935

Soft costs:				
Professional Services work	$	1,394,460	1,633,739	1,633,739
Owner costs (surveys, borings, testing, commissioning, utilities)	$	235,000	180,000	180,000
Furniture, equipment, signage, artwork	$	150,000	150,000	150,000
Total Budget including construction and soft costs	$	19,861,237	$ 20,835,664	$ 20,760,674
Other costs				
Minimal landscaping (top soil, seed and blanket)- Could be by Village or Construction			$ 100,000	$ 100,000
Existing Building Demolition including surveys, abatement, etc			85,000	85,000
Total			$ 21,020,664	$ 20,945,674

Alternates:

1	Add suspended running track at gym	Add	$ 689,391	$	609,491
2	Add rooftop terrace work - guardrails, sculptured pergola, unit pavers, curbs, green roof plantings, lighting, art sculpture, curved bench	Add	$ 323,400	$	323,400
3 a	Add automatic transfer switch and permanent emergencygenerator	Add	431,200		431,200
b	Add manual transfer switch and plug for portable generator	Add	172,500		172,500
	Order of magnitude until generator spec and size is given				
4	Add for WB Olson to provide a Builders Risk insurance policy	Approx. Add		$	24,000

Clarifications:

Alternate costs include hard and soft costs
Water, gas and electricity to be provided by owner
Underground obstruction removal is not included if encountered (i.e. rocks, old foundations & other debris)
Unsuitable soil removal and replacement is not included
Hazardous material / asbestos identification and removal beyond building demolition work is excluded.
Permit fees excluded

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Melissa Wolf
Submitting Department: Parks & Recreation
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution Authorizing the Issuance of a Notice of Award and Contract for Structural Steel for the New Lions Park Recreation Center

Suggested Action:

In May of 2023, WB Olson proceeded to write up the bid specifications for four designated early bid packages including steel, precast concrete, HVAC, and Electric. Village staff submitted a Notice to Bid, to the Daily Herald on May 15, 2023. Sealed bids were due no later than 2:00pm June 7, 2023, for public opening, at the Iowa Community Center. WB Olson, Village staff and the Parks and Recreation Commission reviewed the submitted bid amounts and is recommending the Village proceed with the approval of the lowest responsible bid from Garbe Iron Works Inc, for the furnishing, delivery and installation of structural steel, in the amount of $1,230,000, with an alternate bid amount of $215,000, for the running track, if constructed.

Attachments:
Memo - To Accept Lowest Responsible Bidders for Steel Concrete HVAC and Electric.docx
Resolution Authorizing the Issuance of a Notice of Award and Approving Contract for Structural Steel for the New Lions Park Recreation Center - Garbe Iron Works.pdf
Award Recommendations - Work release #1 - WB Olson.pdf
Garbe Iron Works - Bid Packet - Structural Steel.pdf
Updated budget with Work Release #1 trades.pdf

TO: Matt Harline, Village Manager

FROM: Greg Gola, Director of Parks, Recreation and Fleet Services

DATE: June 15, 2023

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Acceptance of Lowest Responsible Bids for Precast Floor Planks, Precast Wall Panels, Structural Steel, HVAC rooftop units, and Electric Service Items for the Lions Recreation Center, not to exceed $2,799,510.

SUMMARY

In September 2021, the Village of Villa Park received notice that the community received a $10 million grant from the Illinois Department of Natural Resources (IDNR) - Build Illinois Bond Fund grant. The grant is to be used towards costs associated with the construction of a Parks and Recreation Center. An Ordinance Authorizing the Issuance of General Obligation Bonds (Alternate Revenue Source), Series 2022A in the amount not to exceed $7,500,000 was approved at the January 10, 2022 Board meeting. Staff submitted the grant application to the IDNR in March of 2022.

BACKGROUND

Recreation Center discussions continued at the March 27, 2023, Board Meeting and at the Special Board Meeting held on April 2, 2023. Staff asked for direction to proceed with bidding and design, and it was recommended that WB Olson proceed to develop and bid 4 designated early bid packages including steel, pre-cast concrete, HVAC and electric. These areas for bid were identified to lock in pricing, and place orders as early as possible due to long lead times. Trustee Murphy made the motion to proceed and bid the four (4) designated early bid packages, seconded by Trustee Kumar. The roll call vote tallied seven (7) ayes. There were no nays.

WB Olson proceeded to write up the bid specifications for each area and Village staff submitted a Notice to Bid, to the Daily Herald on May 15, 2023. Sealed bids were due no later than 2:00pm June 7, 2023, for public opening, at the Iowa Community Center.

The Village received four (4) bids for Precast Concrete Wall Panels, three (3) bids for Precast Concrete Floor Panels, three (3) bids for Structural Steel, five (5) bids for HVAC, and three (3) bids for Electrical Service related items (material only). After reviewing the bids from the low bidders, WB Olson has determined that these bidders comply with the requirements of the contract documents, and therefore recommend acceptance and award the contracts to the following vendors:

Vendor	Bid Item	Amount
Mid State Concrete Industries	Precast Floor Planks	$261,510
Lombard Architectural Precast Products Co	Precast Wall Panels	$782,000
Garbe Iron Works Inc	Structural Steel	$1,230,000
Windy City Representatives	HVAC (rooftop units material only)	$470,000
J.Hamilton Electric Co	Electric (service items material only)	$56,000

The complete vendor/company list and bid amounts are attached for each bid area.

The total updated Project Budget Costs, including Work Package #1 trades, is $74,990.00 under the estimated budget presented on March 24, 2023. The budget breakdown is included in the attachment.

RECOMMENDATION

Members of the Recreation Commission unanimously recommend the acceptance and approval of the following, lowest responsible bidders:

Vendor	Bid Item	Amount
Mid State Concrete Industries	Precast Floor Planks	$261,510
Lombard Architectural Precast Products Co	Precast Wall Panels	$782,000
Garbe Iron Works Inc	Structural Steel	$1,230,000
Windy City Representatives	HVAC (rooftop units material only)	$470,000
J.Hamilton Electric Co	Electric (service items material only)	$56,000

Staff also recommends the acceptance and approval of the lowest responsible bidders, not to exceed $2,799,510. Funds for these purchases have been budgeted in the 2023 Building Fund (67.502.02.401).

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD AND CONTRACT FOR STRUCTURAL STEEL FOR THE NEW LIONS PARK RECREATION CENTER

WHEREAS, the Village of Villa Park (the "Village") plans to build and develop a Parks and Recreation Center at Lions Park at 320 E. Wildwood Avenue, Villa Park, Illinois ("New Lions Park Recreation Center"); and

WHEREAS, the Village publicly advertised for sealed bids for all labor, materials, tools and equipment necessary for the furnishing, delivery and installation of structural steel for the construction of the New Lions Park Recreation Center ("Project"); and

WHEREAS, bids were received, publicly opened, examined and declared at 2:00 p.m. on June 7, 2023; and

WHEREAS, a total of three (3) bids were received and opened; and, of the bids received and opened, the apparent lowest responsible bidder is Garbe Iron Works, Inc., of Aurora, Illinois, with a base bid amount of One Million Two Hundred Thirty Thousand and 00/100 Dollars ($1,230,000.00), and an alternate bid amount for the running track, if constructed, of Two Hundred Fifteen Thousand One Hundred an 00/100 Dollars ($215,100.00).

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: Incorporation of Preambles. 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: Lowest Responsible Bidder. The corporate authorities do hereby find Garbe Iron Works, Inc., of Aurora, Illinois, to be the lowest responsible bidder for the

Project, and hereby waive the Experience Modification Rate (EMR) of Garbe Iron Works, Inc., and related subcontractors associated with the bid as a minor informality.

Section 3: Contract Award. Garbe Iron Works, Inc., of Aurora, Illinois, is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

Section 4: Authorization to Execute Notice of Award. The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to Garbe Iron Works, Inc., of Aurora, Illinois, the lowest responsible bidder, for the Project, in the amount of One Million Two Hundred Thirty Thousand and 00/100 Dollars ($1,230,000.00) for the base bid, and Two Hundred Fifteen Thousand One Hundred an 00/100 Dollars ($215,100.00), for the alternate bid for the running track, if constructed. The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by Garbe Iron Works, Inc.

Section 5: Authorization to Execute Contract. The form, terms and provisions of the Contract and the separate exhibits as provided in the Contract are hereby approved in substantially the form attached hereto as Exhibit "B," with such insertions, omissions and changes as shall be approved by the Village President of the Village, the execution of such documents being conclusive evidence of such approval. Provided that Garbe Iron Works, Inc., returns the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, to the Village, within ten (10) days of the receipt of the Notice of Award, then the Village President is authorized to execute and the Village Clerk to attest the Contract and other

written contract documents. The officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution.

Section 6: Payment of Prevailing Rate of Wages. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work.

Section 7: Effective Date. This Resolution shall take effect upon its passage and approval in pamphlet form.

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____ 2023.

_____
Nick Cuzzone, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2023.

_____
Hosanna Korynecky, Clerk of the Village
of Villa Park, DuPage County, Illinois

Exhibit “A”

NOTICE OF AWARD

VILLAGE OF VILLA PARK, ILLINOIS

NOTICE OF AWARD

TO: Garbe Iron Works, Inc.
456 N. Broadway Avenue
Aurora, Illinois 60505

PROJECT DESCRIPTION: NEW LIONS PARK RECREATION CENTER – STRUCTURAL STEEL – the project consists of providing all labor, materials, tools and equipment required and necessary for the furnishing, delivery and installation of structural steel for the construction of the New Lions Park Recreation Center located at 320 East Wildwood Avenue in Villa Park, Illinois.

THE VILLAGE OF VILLA PARK has considered the bid submitted by you for the above-described work in response to its Request for Proposals.

YOU ARE HEREBY NOTIFIED that your bid for the project has been accepted for the amount of One Million Two Hundred Thirty Thousand and 00/100 Dollars ($1,230,000.00) for the base bid, and Two Hundred Fifteen Thousand One Hundred an 00/100 Dollars ($215,100.00), for the alternate bid for the running track, if constructed, payable on a stipulated lump sum basis, subject to the furnishing of the proper insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the publication of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Villa Park.

Dated this ____ day of _____ 2023.

VILLAGE OF VILLA PARK, ILLINOIS,

By:_____
Nick Cuzzone, President of the
Village of Villa Park, DuPage County, Illinois

ATTEST:

By:_____
Hosanna Korynecky, Clerk of the
Village of Villa Park, DuPage County, Illinois

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by Garbe Iron Works, Inc., this ____ day of _____ 2023

Garbe Iron Works, Inc.,

By:_____

Title: President

Exhibit “B”

CONTRACT

CONTRACT
between the
VILLAGE OF VILLA PARK, ILLINOIS
and
GARBE IRON WORKS, INC.
for the furnishing, delivery and installation of
STRUCTURAL STEEL
for the
NEW LIONS PARK RECREATION CENTER

This agreement, hereinafter referred to as the "Contract," made and entered into by and between the Village of Villa Park, Illinois, an Illinois municipal corporation, hereinafter referred to as the "Village," and Garbe Iron Works, Inc., 456 N. Broadway Avenue, Aurora, Illinois 60505, hereinafter referred to as the "Contractor," for all labor, materials. tools and equipment necessary for the furnishing, delivery and installation of structural steel for the construction of the New Lions Park Recreation Center, hereinafter referred to as the "Project," in Villa Park, Illinois.

In consideration of the payments to be made by the Village and of the mutual covenants herein set forth, the Village and the Contractor agree as follows:

ARTICLE 1. PERFORMANCE OF CONTRACT.

The Contractor at its own proper cost and expense shall perform the work, furnish all materials and labor necessary to complete the work in full compliance with all of the terms and the requirements of this Contract, Contractor's Bid Form, Contractor's Certification, Contract Bond, including Labor & Material and Performance Bond, the General Conditions, Special Provisions, the Specifications, Drawings, Scope of Work, Baseline Project Schedule, Project Phasing Schedule and any approved Modifications (Change Orders) to the Contract) which are essential documents of and made a part of this Contract.

ARTICLE 2. CONTRACT SUM AND PAYMENT

The Village shall pay the Contractor the amount of One Million Two Hundred Thirty Thousand and 00/100 Dollars ($1,230,000.00), for the performance of the work, and Two Hundred Fifteen Thousand One Hundred and 00/100 Dollars ($215,100.00), for the performance of the alternate work related to the running track, if constructed payable on a stipulated lump sum basis as set forth in the Contractor's Bid Form. If one or more of the prices set forth in the Contractor's Bid Form are unit prices, the quantities shown in the Bid Form are approximate only and are subject to increase or decrease. The Contractor shall receive for the performance of the unit price work, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of the Contractor's Bid Form. The compensation paid to the Contractor shall be the full compensation for furnishing all the materials, for doing all work contemplated and specified in this Contract, and for well and faithfully completing the work, and the whole thereof, in full compliance with the Contract documents, and within the Contract Time, which time is hereby declared to be of the essence of this Contract. The Village shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for work performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq*.). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq*.).

ARTICLE 3 CONTRACT TIME

The Contractor shall perform the work according to the Project Schedule prepared and maintained by the Construction Manager. The Contractor shall commence the work expeditiously after the date the Village gives the Contractor written notice to proceed, or in the absence of a notice to proceed. The Contractor shall complete the work in accordance with the Project Schedule, unless an extension of time is granted in accordance with the contract documents.

ARTICLE 4. GENERAL PROVISIONS.

4.1 **Governing Law.** This Contract shall be construed under and governed by the laws of the State of Illinois. All actions brought to interpret or enforce any provision of this Contract shall be brought in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

4.2 **Appropriation.** This Contract shall become effective only after an appropriation therefor has been made. The term of this Contract shall be for one year following the effective date of the appropriation. If the Contract Time exceeds one year following the effective date of the appropriation, the term of this Contract shall extend to the end of the Contract Time provided that an appropriation therefor has been made by the Village in the subsequent year(s).

4.3 **Severability of Clauses.** If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Contract or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

4.4 **Waiver of Breach.** The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

4.5 **Written Notice.** Written notice between the Village and the Contractor may be served via E-Mail, unless otherwise specifically required by the General Conditions and Special provisions and in that event shall be deemed to have been duly served if delivered in person, or if delivered by overnight delivery service, addressed to the respective party as follows:

A. If to the Village:

W.B. Olson, Inc.
3235 Arnold Lane
Northbrook, Illinois 60062
Attn: Daniel Polfuss
E-Mail: dpolfuss@wbo.com

With a carbon copy to:

Village of Villa Park
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Matthew Harline, Village Manager
E-Mail: mharline@invillapark.com

B. If to Contractor:

Garbe Iron Works, Inc.
456 N. Broadway Avenue
Aurora, Illinois 60505
Attn: President
E-Mail:_____

Either party may change its mailing address by giving written notice to the other party as provided above. Written notice shall be deemed to have been given on the second business day following the date of the mailing if sent through the U.S. Postal Service or on the first business day following the date of the mailing if sent by overnight delivery service. Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this section.

4.6 **Obligations Survive.** The obligations or duties imposed upon the Contractor under the Contract shall survive any termination or closeout of the Contract.

4.7 **Successors and Assigns.** The Village and the Contractor each binds itself, its partners, successors and assigns and legal representative to the other party hereto and the partners, successors, assigns and legal representative of such other party with respect to all covenants, agreements and obligations contained herein.

4.8 **Independent Contractor.** The Contractor is an independent contractor and in providing its work under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

4.9 **Work of Other Contractors.** The Village reserves the right to execute other agreements in connection with the Project. The Contractor shall cooperate with the Construction Manager, the Architect/Engineer, employees and representatives of the Village, any contractor or consultant retained by the Village; but the Contractor shall not be contractually responsible for the Construction Manager, the Architect/Engineer, employees and representatives of the Village, any contractor or consultant retained by the Village.

4.10 **Non-Assignment.** The Contractor acknowledges that the Village is induced to enter into this Contract by, among other things, the professional qualifications of the Contractor. This Contract is exclusive between the Village and the Contractor. This Contract or any right or obligations hereunder may not be assigned by the Contractor, in whole or in part, to another firm without first obtaining prior permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason.

4.11 **Right to Audit.** The Village shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of five years after final payment. The Contractor shall cooperate fully with any such audit and shall provide full access to all relevant materials. In addition, the Village or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Failure to maintain the records required by this provision shall establish a presumption in favor of the state for the recovery of any funds paid by the Village under the Contract for which adequate records are not available, through some fault of the Contractor, to support their purported disbursement.

4.12 **Entire Agreement.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

(1) Contract
(2) Contractor's Bid Form
(3) Contractor's Certification
(4) Contract Bond, including Labor & Material and Performance Bond
(5) General Conditions
(6) Special Provisions
(7) Specifications
(8) Drawings
(9) Scope of Work
(10) Baseline Project Schedule
(11) Project Phasing Schedule

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor. In case of conflict between the terms contained in the Contract documents, those terms contained in the various Contract documents shall control in the following order of precedence.

(1) Contract
(2) Special Provisions
(3) General Conditions
(4) Drawings
(5) Specifications
(6) Scope of Work
(7) Contractor's Bid Form
(8) Contract Bond
(9) Contractor's Certification
(10) Baseline Project Schedule
(11) Project Phasing Schedule

4.13 **Amendments**. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor. This Contract is executed that day and year first written above.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Contractor this ____ day of _____ 2023.

Contractor: Garbe Iron Works, Inc.

By: _____
_____, President

ATTEST:

By:_____
_____, Secretary

Executed by the Village, this ____ day of _____ 2023.

Village: Village of Villa Park

By
_____
Nick Cuzzone, Village President

ATTEST:

By _____
Hosanna Korynecky, Village Clerk

FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, I certify that the following is the Contractor's correct Federal Taxpayer Identification

Number: _____.

Contractor: Garbe Iron Works, Inc.

By: _____
_____, President

W.B. OLSON, INC.
The Construction People

June 8, 2023

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Precast Concrete Floor Planks**

The following bids were received for this trade:

Subcontractor	Amount of Bid
1. Mid States Concrete Industries	$ 261,510
2. StresCore Inc.	$ 316,500
3. Wells Concrete (see precast wall panel recommendation for Combined bid amount)	$ combined bid
4. ATMI Concrete	$ No bid
5. County Prestress	$ No bid

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Mid States Concrete Industries for $ 261,510

Comments:

1) The March 2023 budget for precast floor planks was $235,000.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

W.B. OLSON, INC.
The Construction People

June 8, 2023

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Precast Concrete Wall Panels**

The following bids were received for this trade:

Subcontractor	Amount of Bid
1. Lombard Architectural Precast Products Co.	$ 782,000
2. DuKane Precast	$ 802,000
3. ATMI Precast	$ 837,000
4. Wells Concrete (combined bid including precast floor planks and precast wall panels)	$ 1,050,000
5. County Prestress	$ No bid

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Lombard Architectural Precast Products Co. for $ 782,000

Comments:

1) The March 2023 budget for precast wall panels was $754,500.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

June 21, 2023

W.B. OLSON, INC.
The Construction People

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Structural Steel**

The following bids were received for this trade:

Subcontractor	Amount of Base Bid	*Alternate #1* Running track steel
1. Garbe Iron Works, Inc.	$ 1,230,000	Add $215,100
2. K&K Iron Works	$ 1,249,035	Add $215,555
3. Waukegan Steel	$ 1,319,000	Add $ 218,000
4. McKinney Steel	$ No bid	
5. Mechanical & Industrial Steel	$ No bid	

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Garbe Iron Works Inc. for $ 1,230,000

Comments:

1) The March 2023 budget for structural steel was $1,360,000
   The March 2023 budget for running track structural steel was $ 295,000.
2) Garbe Iron Works Experience Modification Rating is 1.20 (the bid documents require an EMR rating of 1.1 or lower). In our opinion this is a minor technicality and suggest to waive this requirement.
3) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

_____

June 8, 2023

W.B. OLSON, INC.
The Construction People

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **HVAC – ROOFTOP EQUIPMENT MATERIAL ONLY**

The following bids were received for this trade:

Subcontractor	Amount of Bid
1. Windy City Representatives	$ 470,000
2. National Heat and Power	$ 527,000
3. Amber Mechanical	$ 539,000
4. Flo Tech Mechanical	$ 543,000
5. Premier Mechanical	$ 596,000

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Windy City Representatives for $ 470,000

Comments:

1) The March 2023 budget for hvac rooftop equipment was $475,000.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

W.B. OLSON, INC.
The Construction People

June 8, 2023

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Electrical Service related items — MATERIAL ONLY**

The following bids were received for this trade:

Subcontractor	Amount of Bid
1. J. Hamilton Electric Co.	$ 56,000
2. Kellenberger Electric	$ 63,800
3. Lyons & Pinner Electric	$ 65,600
4. Associated Electric	$ No Bid
5.	

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

J. Hamilton Electric Co. for $ 56,000

Comments:

1) The March 2023 budget for electrical service related items was $50,000.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

Lions Recreation Center
Village of Villa Park
Issued 5/17/23 with bid documents – Work Package #1

BID FORM

THE PROJECT AND THE PARTIES

NAME OF BIDDER: Garbe Iron Works, Inc.

TRADE PACKAGE: Work Package #1

BID DUE DATE:

- **Date: Wednesday June 7, 2023**
- **Time: 2:00pm**
- **Location: Iowa Community Center**

  Village of Villa Park

  338 N. Iowa Avenue

  Villa Park, IL. 60181
- Provide 1 original and 1 copy of the completed Bid Form

Firm Name and Address:

Garbe Iron Works, Inc.
456 N. Broadway Ave.
Aurora, Illinois 60505 the undersigned

A. We as contractor having familiarized ourselves with local conditions affecting the work and with the proposed Contact Documents hereby propose to perform everything required to be performed and to provide all of the labor, materials, necessary equipment and all utilities and transportation and services necessary to perform and complete in a workmanlike manner all work required to complete the proposed work indicated in the bidding documents for the construction of the Lions Recreation Center project for the Village of Villa Park, all in accordance with the Drawings and Specifications prepared by the office of Williams Architects, the W.B. Olson, Inc bid document supplement, and including all Addenda issued thereto including:
   - Williams Architects issued for bid plans dated 5/9/2023
   - Williams Architects issued for bid Project Manual dated 5/9/2023
   - W.B. Olson, Inc bid document supplement dated 5/17/2023
   - Addendums # 1 through # 3

1. All Work required by the foregoing documents will be accomplished for the Lump Sum Base Bid of:
   ($ 1,230,000.00) Dollars
   One Million Two Hundred Thirty Thousand dollars Words
2. *Show amount in both figures and words. In case of discrepancy, amount shown in words will govern.*
3. The Lump Sum Bid Price above INCLUDES trade package specific allowances indicated in the scopes of work, INCLUDES all insurance premiums required to meet standards set forth in the bid documents, INCLUDES all premiums for Performance and Labor & Material Payment Bonds, and EXCLUDES all applicable sales and/or use taxes.

B. Alternates:

1) Alternate No. 1 Furnish and install structural steel framing, metal decking and temporary safety cable as described in the Structural Steel scope of work and as described in spec section 012300 .... ADD $ 215,100.00

C. Options per individual trade scopes of work (contractor to write in option if applicable)

a) Precast wall panels – Furnish and install precast concrete stairs 112/203. Add $ N/A

b) Deduct of 192' of L6x4x1/2 at gym roof ..... Add (Deduct) $ - 6,175.00

c) If (2) piece joists required at gym roof ..... (Add) Deduct $ + 37,900

D. Unit Prices: Provide labor rate unit prices for tradesman applicable to your trade package. All rates to be straight time and include overhead and profit.

Attach labor rate sheet to bid form

D. Allowances: The allowances specified in the Scopes of Work are to be included in the Bid Amount. Confirm that all Allowances identified are included in the Base Bid Amount indicated.

YES Yes NO _____

E. Bidder by executing and submitting this bid submittal form expressly agrees to the expedited dispute resolution process contained in the General Instructions to Bidders.

F. In signing and submitting this Bid, the undersigned certifies that all materials and construction to be provided are as indicated in the proposed Contract Documents. The undersigned affirms the Certifications contained herein.

G. Bidder acknowledges that it is in receipt of and has reviewed and incorporated the following Addenda into its bid:

Addendum # 1 dated 5/22/2023.

Addendum # 2 dated 5/31/2023.

Addendum # 3 dated 6/5/2023.

MILESTONE SCHEDULE DATES:

A. Anticipated Date of Notice of Award: June 19, 2023

B. Anticipated Start of Construction: Refer to schedule

C. Anticipated Final Completion: Refer to schedule

TRADE CONTRACTORS:

A. The following subcontractors are proposed for the item of work listed. Subcontractors are subject to review per the General Conditions. List only firms that will supply labor at the site:

	ITEM OF WORK	TRADE SUBCONTRACTOR
a.	Erector	Metropolitan Steel
b.	Joist and Deck	Vulcraft
c.		
d.		
e.		

B. Any company or organization to be awarded a contract for goods and/or services must be in compliance with the Human Rights Act and all rules and regulations thereunder:

- Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 and the Rehabilitation Act of 1973.

YES ✓ NO _____

- Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33E-4 of Public Act 86-720, 720 ILCS 5/33E-11.

YES ✓ NO _____

- Our company certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  a. It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
  b. It has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with the agreement.

YES ✓ NO _____

- Our company certifies that it:
  ☐ Has twenty-five (25) or more employees and, pursuant to Section 3 of the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*,shall provide a drug free workplace for all employees engaged in the performance of work under the Contract to which this Certification is attached and by complying with the requirements of the Illinois Drug Free Workplace Act. I further certify our company is not currently prohibited or otherwise debarred from entering into this Contract as a result of a violation of the Drug Free Worplace Act.

  ☒ Has less than twenty-five (25) employees at the time of execution of the Contract.

- Our company certifies that it is eligible for bidding on public contracts, and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130/0.01-12(2000), and has not disregarded their obligations to employees under the Prevailing Wage Act on two (2) separate occasions, and that they, or any firm, corporation, partnership or association in which such contractors or subcontractors have an interest, are not prohibited from being awarded any contract or subcontract for a public works project.

  YES ✓ NO _____

- Bid Security Enclosed: **10%** of base bid total enclosed in the form of a:

  Bid Bond ✓ Cashier's Check _____ Certified Check _____

- Current Experience Modification Rating 1.3 Federal ID # 36-1117000

- OSHA Incident Rates: Recordable 0

- Has the Company received a willful violation from OSHA in the past 3 years?

  YES _____ NO ✓

- Company has successfully completed three projects of similar size, scope and value within the previous 5 years and must list below.

  YES ✓ NO _____

PROJECT NAME	LOCATION	GC/CM	CONTRACT AMT.
WeatherTech Remington Addition	Bolingbrook, Illinois	WeatherTech	$1,520,959.00
Village of Montgomery Public Works	Montgomery, Illinois	Camosy Construction	$1,329,000.00
Will County Health Department	Joliet, Illinois	Leopardo	$1,300,000.00

- Company shall comply with the Village of Villa Park Contractor's Certifications requirements as listed on the enclosed form.
  Bidding contractor to review, sign, and ATTACH to the bid form.

- Comply with the requirements set forth in the executed Rebuild Illinois grant between the State of Illinois Dept. of Natural Resources and the Village of Villa Park. As noted in this grant the Trade Contractors are to comply with the following requirements:
  - 50% of all labor hours on the project must be performed by actual State of Illinois residents
  - 10% of all labor hours on the project to be performed by Apprentices per the Illinois Apprenticeship Initiative.
  - prevailing wage requirements
  - Other trade specific items as noted in the trade scopes of work.

Let it be known to all bidders that the above information will be used as a criteria in the evaluation of vendors.

Firm Name: Garbe Iron Works, Inc.

Official Address: 456 N. Broadway Ave.

City, State, Zip: Aurora, Illinois 60505

Telephone Number: 630-897-5100

Main contact person John Peshia Email Jpeshia@giwinc.com

Cell Number: 630-546-6359

All contractors and Sub-Contractors providing services for any portion of this agreement shall be required to provide a valid email address in which to facilitate transfer of information related to the project.

By: _____ Date: 06.07.23

(Signature)

JOHN PESHIA PRESIDENT

(Printed/Typed Name and Title)

Where the Bidder is a corporation, add Attest

(SEAL)

_____ 6/7/23

Secretary (signature) Date

SUBSTITUTION SHEET

SUBSTITUTION INFORMATION

A. All bids shall be based upon the provisions of the proposed Contract Documents.

B. Bidders desiring to make substitutions for "proprietary brands" specified shall list such proposed substitutions below, together with the amount to be added or deducted from the amounts of their base bids.

C. The Owner reserves the right to reject all such substitutions, and such substitutions will not be used to determine the low bid.

D. Complete descriptions and technical data shall accompany all proposed substitutions.

E. NOTE: Manufacturer's names and material approved by the Architect during the bidding time, but not shown in Addenda, must be listed below if said material is to be considered:

BRAND/MAKE SPECIFIED	BRAND/MAKE PROPOSED	ADD	DEDUCT

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the Village of Villa Park ("Village") in entering into the agreement with the Contractor. The Village of Villa Park may terminate the agreement if it is later determined that the Contractor rendered a false or erroneous assurance.

I, John Peshia (Name of Person Certifying), hereby certify that I am the President of Customer Relations (Office of Person Certifying) of Garbe Iron Works, Inc. (Name of Contractor), (the "Contractor") and as such hereby represent and warrant to the Village of Villa Park, a unit of local government, as follows:

1. The Contractor certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, 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 Contract, the Contractor 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 Contract 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 Contractor'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 Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor 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) Contractor (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 Contractor will retain such certifications in its files.

(9) In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the Contractor 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 Contractor may be declared ineligible for future contracts with the Village, and this Contract 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 Contractor'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 Contract, 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 Contractor'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 1.h.(1) to each employee engaged in the performance of the Contract, 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 1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.

(5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

j. not a Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official.

k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor.

l. not having given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.

m. The Contractor shall certify 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 and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

n. the Contractor 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 Contract are considered a public record of the Village; and therefore, the Contractor shall review its records and promptly produce to the Village any records in the Contractor'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 Contractor 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. If any certification made by the Contractor changes, the Contractor shall notify the Village in writing within seven (7) days.

Dated: 06-07-23

Contractor: GARBE IRON WORKS INC

By: _____

Title: President

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Garbe Iron Works, Inc.

456 N. Broadway
Aurora, IL 60505

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
6700 Westown Parkway
West Des Moines, IA 50266

OWNER:
(Name, legal status and address)
Village of Villa Park
20 South Ardmore Ave
Villa Park, IL 60181

BOND AMOUNT: ***** TEN PERCENT OF AMOUNT BID *****

PROJECT:
(Name, location or address, and Project number, if any)
Illinois Lions Community Center - Project # 2021-053

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **7th** day of **June** **2023**

(Witness)

Garbe Iron Works, Inc.
(Principal) *(Seal)*
PRESIDENT
(Title)

(Witness)

Merchants National Bonding, Inc.
(Surety) *(Seal)*

(Title) **Todd Schaap, Attorney-in-Fact**

Init.

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051110

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

David J Rudnik; Eric Olson; Kimberly Rasch; Thomas O Chambers; Todd Schaap

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of June , 2023 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS **7th** day of **June**, **2023**, before me, a notary public, within and for said County and State, personally appeared **Todd Schaap** to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the **Merchants National Bonding, Inc.**, a corporation of **Iowa**, created, organized and existing under and by virtue of the laws of the State of **Iowa**; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said **Todd Schaap** did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Jackie Sheldon

Jackie Sheldon
Notary Public, **Racine** County, Wisconsin
My Commission Expires **2/13/2027**

LABOR RATE SHEET

Job Name:

Job No.:

Company: Metropolitan Steel, Inc.

Date from: **6/1/2023**

Union Local No.: 1

Date to: **5/31/2024**

Labor Classification: **Ironworker Journeyman**

Time and 1/2 after: N/A hours

Double time after: 8 hours

		Regular	Time & 1/2	Double Time
Base Rate		**$ 57.00**	**N/A**	**$ 114.00**
Fringe Benefits*				
Individual Annuity		$ 13.94	$ -	$ 13.94
Welfare Fund Local 1		$ 17.05	$ -	$ 17.05
Pension Fund Local 1		$ 11.62	$ -	$ 11.62
Retraining Fund		$ 0.49	$ -	$ 0.49
ASE Industry Promotional Fund		$ 0.20	$ -	$ 0.20
Building Fund + Widows & Orphans Fund		$ 0.07	$ -	$ 0.07
IMPACT		$ 0.36	$ -	$ 0.36
ocal 1 Organizational & Scholarship Funds:		$ 1.30	$ -	$ 1.30
Fringe Benefits Total		**$ 45.03**	**$ -**	**$ 45.03**
Workmen's Comp.	29.76%	$ 16.96	$ -	$ 16.96
General Liability	23.50%	$ 13.40	$ -	$ 26.79
F.I.C.A.	7.65%	$ 4.36	$ -	$ 8.72
Federal Unemployment Ins.	0.60%	$ 0.34	$ -	$ 0.68
State Unemployment Ins.	6.88%	$ 3.92	$ -	$ 7.84
Umbrella	15.50%	$ 8.84	$ -	$ 17.67
Small Tools		$ -	$ -	$ -
			$ -	$ -
Consumables		$ -	$ -	$ -
Sub-Total		$ 149.85	N/A	$ 237.70
Overhead	5%	$ 7.49	N/A	$ 11.89
Profit	10%	$ 14.98	N/A	$ 23.77
Total Rate / Hour		**$ 172.32**	**N/A**	**$ 273.36**

Workmen's Comp. Code 5040

Signature:

Title: Project Manager

Date: 6/1/2022

LABOR RATE SHEET

Job Name:

Job No.:

Company: Metropolitan Steel, Inc.

Date from: **6/1/2023**

Union Local No.: 1

Date to: **5/31/2024**

Labor Classification: **Ironworker Foreman**

Time and 1/2 after: N/A hours

Double time after: 8 hours

		Regular	Time & 1/2	Double Time
Base Rate		**$ 59.00**	**N/A**	**$ 118.00**
Fringe Benefits*				
Individual Annuity		$ 13.94	$ -	$ 13.94
Welfare Fund Local 1		$ 17.05	$ -	$ 17.05
Pension Fund Local 1		$ 11.62	$ -	$ 11.62
Retraining Fund		$ 0.49	$ -	$ 0.49
ASE Industry Promotional Fund		$ 0.20	$ -	$ 0.20
Building Fund + Widows & Orphans Fund		$ 0.07	$ -	$ 0.07
IMPACT		$ 0.36	$ -	$ 0.36
ocal 1 Organizational & Scholarship Funds:		$ 1.30	$ -	$ 1.30
Fringe Benefits Total		**$ 45.03**	**$ -**	**$ 45.03**
Workmen's Comp.	29.76%	$ 17.56	$ -	$ 17.56
General Liability	23.50%	$ 13.87	$ -	$ 27.73
F.I.C.A.	7.65%	$ 4.51	$ -	$ 9.03
Federal Unemployment Ins.	0.60%	$ 0.35	$ -	$ 0.71
State Unemployment Ins.	6.88%	$ 4.06	$ -	$ 8.12
Umbrella	15.50%	$ 9.15	$ -	$ 18.29
Small Tools		$ -	$ -	$ -
			$ -	$ -
Consumables		$ -	$ -	$ -
Sub-Total		$ 153.53	N/A	$ 244.46
Overhead	5%	$ 7.68	N/A	$ 12.22
Profit	10%	$ 15.35	N/A	$ 24.45
Total Rate / Hour		**$ 176.55**	**N/A**	**$ 281.13**

Workmen's Comp. Code 5040

Signature:

Title: Project Manager

Date: 6/1/2022

W.B. OLSON, INC.
The Construction People

VILLA PARK
ILLINOIS

11/10/2022
Updated 3/24/2023
Updated 6/8/2023

DRAFT

Updated Project Budget Costs including Work Package #1 trades

Lions Community Center - Village of Villa Park
Williams Architects

This update is based on the Work Package #1 bid results from June 7, 2023
Trades bid in Work Package #1 included precast floor planks, precast wall panels, structural steel, HVAC rooftop material, and electrical service materials.
The balance of the trades will be bid in the next work package.

			11/10/2022	3/24/2023	6/8/2023
Building costs (includes a 3% construction contingency)		$	14,396,429	15,260,149	15,260,149
Site work costs		$	2,097,200	2,033,800	2,033,800
Work package #1 bids vs. March 2023 budget (overage / under)					(74,990)
Preconstruction fee		$	60,000	60,000	60,000
CGL (general liability insurance)	1%	$	165,536	167,902	167,902
WB Olson, Inc. construction fee	3%	$	501,575	510,562	510,562
Design Contingency	5%	$	861,037	839,512	839,512
Sub-total Construction Cost		$	18,081,777	18,871,925	18,796,935

Soft costs:				
Professional Services work	$	1,394,460	1,633,739	1,633,739
Owner costs (surveys, borings, testing, commissioning, utilities)	$	235,000	180,000	180,000
Furniture, equipment, signage, artwork	$	150,000	150,000	150,000
Total Budget including construction and soft costs	$	19,861,237	$ 20,835,664	$ 20,760,674
Other costs				
Minimal landscaping (top soil, seed and blanket)- Could be by Village or Construction			$ 100,000	$ 100,000
Existing Building Demolition including surveys, abatement, etc			85,000	85,000
Total			$ 21,020,664	$ 20,945,674

Alternates:

1	Add suspended running track at gym	Add	$ 689,391	$	609,491
2	Add rooftop terrace work - guardrails, sculptured pergola, unit pavers, curbs, green roof plantings, lighting, art sculpture, curved bench	Add	$ 323,400	$	323,400
3 a	Add automatic transfer switch and permanent emergencygenerator	Add	431,200		431,200
b	Add manual transfer switch and plug for portable generator	Add	172,500		172,500
	Order of magnitude until generator spec and size is given				
4	Add for WB Olson to provide a Builders Risk insurance policy	Approx. Add		$	24,000

Clarifications:

Alternate costs include hard and soft costs
Water, gas and electricity to be provided by owner
Underground obstruction removal is not included if encountered (i.e. rocks, old foundations & other debris)
Unsuitable soil removal and replacement is not included
Hazardous material / asbestos identification and removal beyond building demolition work is excluded.
Permit fees excluded

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Melissa Wolf
Submitting Department: Parks & Recreation
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution Authorizing the Issuance of a Notice of Award and Contract for HVAC Rooftop Mechanical Equipment for the New Lions Park Recreation Center

Suggested Action:

In May of 2023, WB Olson proceeded to write up the bid specifications for four designated early bid packages including steel, precast concrete, HVAC, and Electric. Village staff submitted a Notice to Bid, to the Daily Herald on May 15, 2023. Sealed bids were due no later than 2:00pm June 7, 2023, for public opening, at the Iowa Community Center. WB Olson, Village staff and the Parks and Recreation Commission reviewed the submitted bid amounts and is recommending the Village proceed with the approval of the lowest responsible bid from Windy City Representatives for the furnishing and delivery, excluding installation, of HVAC rooftop equipment, in the amount of $470,000.

Attachments:
Memo - To Accept Lowest Responsible Bidders for Steel Concrete HVAC and Electric.docx
Resolution Authorizing the Issuance of a Notice of Award and Approving Contract for HVAC Rooftop Equipment for the New Lions Park Recreation Center - Windy City Representatives.pdf
Award Recommendations - Work release #1 - WB Olson.pdf
Windy City Representatives - Bid Packet - HVAC Rooftop Equipment Material Only.pdf
Updated budget with Work Release #1 trades.pdf

TO: Matt Harline, Village Manager

FROM: Greg Gola, Director of Parks, Recreation and Fleet Services

DATE: June 15, 2023

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Acceptance of Lowest Responsible Bids for Precast Floor Planks, Precast Wall Panels, Structural Steel, HVAC rooftop units, and Electric Service Items for the Lions Recreation Center, not to exceed $2,799,510.

SUMMARY

In September 2021, the Village of Villa Park received notice that the community received a $10 million grant from the Illinois Department of Natural Resources (IDNR) - Build Illinois Bond Fund grant. The grant is to be used towards costs associated with the construction of a Parks and Recreation Center. An Ordinance Authorizing the Issuance of General Obligation Bonds (Alternate Revenue Source), Series 2022A in the amount not to exceed $7,500,000 was approved at the January 10, 2022 Board meeting. Staff submitted the grant application to the IDNR in March of 2022.

BACKGROUND

Recreation Center discussions continued at the March 27, 2023, Board Meeting and at the Special Board Meeting held on April 2, 2023. Staff asked for direction to proceed with bidding and design, and it was recommended that WB Olson proceed to develop and bid 4 designated early bid packages including steel, pre-cast concrete, HVAC and electric. These areas for bid were identified to lock in pricing, and place orders as early as possible due to long lead times. Trustee Murphy made the motion to proceed and bid the four (4) designated early bid packages, seconded by Trustee Kumar. The roll call vote tallied seven (7) ayes. There were no nays.

WB Olson proceeded to write up the bid specifications for each area and Village staff submitted a Notice to Bid, to the Daily Herald on May 15, 2023. Sealed bids were due no later than 2:00pm June 7, 2023, for public opening, at the Iowa Community Center.

The Village received four (4) bids for Precast Concrete Wall Panels, three (3) bids for Precast Concrete Floor Panels, three (3) bids for Structural Steel, five (5) bids for HVAC, and three (3) bids for Electrical Service related items (material only). After reviewing the bids from the low bidders, WB Olson has determined that these bidders comply with the requirements of the contract documents, and therefore recommend acceptance and award the contracts to the following vendors:

Vendor	Bid Item	Amount
Mid State Concrete Industries	Precast Floor Planks	$261,510
Lombard Architectural Precast Products Co	Precast Wall Panels	$782,000
Garbe Iron Works Inc	Structural Steel	$1,230,000
Windy City Representatives	HVAC (rooftop units material only)	$470,000
J.Hamilton Electric Co	Electric (service items material only)	$56,000

The complete vendor/company list and bid amounts are attached for each bid area.

The total updated Project Budget Costs, including Work Package #1 trades, is $74,990.00 under the estimated budget presented on March 24, 2023. The budget breakdown is included in the attachment.

RECOMMENDATION

Members of the Recreation Commission unanimously recommend the acceptance and approval of the following, lowest responsible bidders:

Vendor	Bid Item	Amount
Mid State Concrete Industries	Precast Floor Planks	$261,510
Lombard Architectural Precast Products Co	Precast Wall Panels	$782,000
Garbe Iron Works Inc	Structural Steel	$1,230,000
Windy City Representatives	HVAC (rooftop units material only)	$470,000
J.Hamilton Electric Co	Electric (service items material only)	$56,000

Staff also recommends the acceptance and approval of the lowest responsible bidders, not to exceed $2,799,510. Funds for these purchases have been budgeted in the 2023 Building Fund (67.502.02.401).

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD AND CONTRACT FOR HVAC ROOFTOP MECHANICAL EQUIPMENT FOR THE NEW LIONS PARK RECREATION CENTER

WHEREAS, the Village of Villa Park (the "Village") plans to build and develop a Parks and Recreation Center at Lions Park at 320 E. Wildwood Avenue, Villa Park, Illinois ("New Lions Park Recreation Center"); and

WHEREAS, the Village publicly advertised for sealed bids for all materials and equipment necessary for the furnishing and delivery of HVAC rooftop mechanical equipment, installation excluded, for the construction of the New Lions Park Recreation Center ("Project"); and

WHEREAS, bids were received, publicly opened, examined and declared at 2:00 p.m. on June 7, 2023; and

WHEREAS, a total of five (5) bids were received and opened; and, of the bids received and opened, the apparent lowest responsible bidder is Windy City Representatives, LLC, of Oak Brook, Illinois, with a bid amount of Four Hundred Seventy Thousand and 00/100 Dollars ($470,000.00).

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: Incorporation of Preambles. 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: Lowest Responsible Bidder. The corporate authorities do hereby find Windy City Representatives, LLC, of Oak Brook, Illinois, to be the lowest responsible bidder for the Project.

Section 3: Contract Award. Windy City Representatives, LLC, of Oak Brook, Illinois, is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

Section 4: Authorization to Execute Notice of Award. The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to Windy City Representatives, LLC, of Oak Brook, Illinois, the lowest responsible bidder, for the Project, in the amount of Four Hundred Seventy Thousand and 00/100 Dollars ($470,000.00). The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by Windy City Representatives, LLC.

Section 5: Authorization to Execute Contract. The form, terms and provisions of the Contract and the separate exhibits as provided in the Contract are hereby approved in substantially the form attached hereto as Exhibit "B," with such insertions, omissions and changes as shall be approved by the Village President of the Village, the execution of such documents being conclusive evidence of such approval. Provided that Windy City Representatives, LLC, returns the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, to the Village, within ten (10) days of the receipt of the Notice of Award, then the Village President is authorized to execute and the Village Clerk to attest the Contract and

other written contract documents. The officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution.

Section 6: Payment of Prevailing Rate of Wages. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work.

Section 7: Effective Date. This Resolution shall take effect upon its passage and approval in pamphlet form.

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____ 2023.

_____
Nick Cuzzone, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2023.

_____
Hosanna Korynecky, Clerk of the Village
of Villa Park, DuPage County, Illinois

Exhibit “A”

NOTICE OF AWARD

VILLAGE OF VILLA PARK, ILLINOIS

NOTICE OF AWARD

TO: Windy City Representatives, LLC
200 Windsor Drive
Oak Brook, Illinois 60523

PROJECT DESCRIPTION: NEW LIONS PARK RECREATION CENTER – HVAC ROOFTOP MECHANICAL EQUIPMENT – MATERIAL ONLY – the project consists of the furnishing and delivery of HVAC rooftop mechanical equipment, installation excluded, for the construction of the New Lions Park Recreation Center located at 320 East Wildwood Avenue in Villa Park, Illinois.

THE VILLAGE OF VILLA PARK has considered the bid submitted by you for the above-described work in response to its Request for Proposals.

YOU ARE HEREBY NOTIFIED that your bid for the project has been accepted for the amount of Four Hundred Seventy Thousand and 00/100 Dollars ($470,000.00), payable on a stipulated lump sum basis, subject to the furnishing of the proper insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the publication of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Villa Park.

Dated this ____ day of _____ 2023.

VILLAGE OF VILLA PARK, ILLINOIS,

By:_____
Nick Cuzzone, President of the
Village of Villa Park, DuPage County, Illinois

ATTEST:

By:_____
Hosanna Korynecky, Clerk of the
Village of Villa Park, DuPage County, Illinois

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by Windy City Representatives, LLC, this ____ day of _____ 2023

Windy City Representatives, LLC

By:_____

Title: President

Exhibit “B”

CONTRACT

CONTRACT
between the
VILLAGE OF VILLA PARK, ILLINOIS
and
WINDY CITY REPRESENTATIVES, LLC,
for the furnishing and delivery of
HVAC ROOFTOP MECHANICAL EQUIPMENT – MATERIAL ONLY
for the
NEW LIONS PARK RECREATION CENTER

This agreement, hereinafter referred to as the "Contract," made and entered into by and between the Village of Villa Park, Illinois, an Illinois municipal corporation, hereinafter referred to as the "Village," and Windy City Representatives, LLC, 200 Windsor Drive, Oak Brook, Illinois 60523, hereinafter referred to as the "Contractor," for the furnishing and delivery of HVAC rooftop mechanical equipment, installation excluded, for the construction of the New Lions Park Recreation Center, hereinafter referred to as the "Project," in Villa Park, Illinois.

In consideration of the payments to be made by the Village and of the mutual covenants herein set forth, the Village and the Contractor agree as follows:

ARTICLE 1. PERFORMANCE OF CONTRACT.

The Contractor at its own proper cost and expense shall perform the work, furnish all materials necessary to complete the work in full compliance with all of the terms and the requirements of this Contract, Contractor's Bid Form, Contractor's Certification, Contract Bond, including Labor & Material and Performance Bond, the General Conditions, Special Provisions, the Specifications, Drawings, Scope of Work, Baseline Project Schedule, Project Phasing Schedule and any approved Modifications (Change Orders) to the Contract) which are essential documents of and made a part of this Contract.

ARTICLE 2. CONTRACT SUM AND PAYMENT

The Village shall pay the Contractor the amount of Four Hundred Seventy Thousand and 00/100 Dollars ($470,000.00), for the performance of the work, payable on a stipulated lump sum basis as set forth in the Contractor's Bid Form. If one or more of the prices set forth in the Contractor's Bid Form are unit prices, the quantities shown in the Bid Form are approximate only and are subject to increase or decrease. The Contractor shall receive for the performance of the unit price work, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of the Contractor's Bid Form. The compensation paid to the Contractor shall be the full compensation for furnishing all the materials, for doing all work contemplated and specified in this Contract, and for well and faithfully completing the work, and the whole thereof, in full compliance with the Contract documents, and within the Contract Time, which time is hereby declared to be of the essence of this Contract. The Village shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for work performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq*.). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq*.).

ARTICLE 3 CONTRACT TIME

The Contractor shall perform the work according to the Project Schedule prepared and maintained by the Construction Manager. The Contractor shall commence the work expeditiously after the date the Village gives the Contractor written notice to proceed. The Contractor shall complete the work in accordance with the Project Schedule, unless an extension of time is granted in accordance with the contract documents.

ARTICLE 4. GENERAL PROVISIONS.

4.1 **Governing Law.** This Contract shall be construed under and governed by the laws of the State of Illinois. All actions brought to interpret or enforce any provision of this Contract shall be brought in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

4.2 **Appropriation.** This Contract shall become effective only after an appropriation therefor has been made. The term of this Contract shall be for one year following the effective date of the appropriation. If the Contract Time exceeds one year following the effective date of the appropriation, the term of this Contract shall extend to the end of the Contract Time provided that an appropriation therefor has been made by the Village in the subsequent year(s).

4.3 **Severability of Clauses.** If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Contract or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

4.4 **Waiver of Breach.** The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

4.5 **Written Notice.** Written notice between the Village and the Contractor may be served via E-Mail, unless otherwise specifically required by the General Conditions and Special provisions and in that event shall be deemed to have been duly served if delivered in person, or if delivered by overnight delivery service, addressed to the respective party as follows:

A. If to the Village:

W.B. Olson, Inc.
3235 Arnold Lane
Northbrook, Illinois 60062
Attn: Daniel Polfuss
E-Mail: dpolfuss@wbo.com

With a carbon copy to:

Village of Villa Park
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Matthew Harline, Village Manager
E-Mail: mharline@invillapark.com

B. If to Contractor:

Windy City Representatives, LLC
200 Windsor Drive
Oak Brook, Illinois 60523
Attn: President
E-Mail:_____

Either party may change its mailing address by giving written notice to the other party as provided above. Written notice shall be deemed to have been given on the second business day following the date of the mailing if sent through the U.S. Postal Service or on the first business day following the date of the mailing if sent by overnight delivery service. Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this section.

4.6 **Obligations Survive.** The obligations or duties imposed upon the Contractor under the Contract shall survive any termination or closeout of the Contract.

4.7 **Successors and Assigns.** The Village and the Contractor each binds itself, its partners, successors and assigns and legal representative to the other party hereto and the partners, successors, assigns and legal representative of such other party with respect to all covenants, agreements and obligations contained herein.

4.8 **Independent Contractor.** The Contractor is an independent contractor and in providing its work under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

4.9 **Work of Other Contractors.** The Village reserves the right to execute other agreements in connection with the Project. The Contractor shall cooperate with the Construction Manager, the Architect/Engineer, employees and representatives of the Village, any contractor or consultant retained by the Village; but the Contractor shall not be contractually responsible for the Construction Manager, the Architect/Engineer, employees and representatives of the Village, any contractor or consultant retained by the Village.

4.10 **Non-Assignment.** The Contractor acknowledges that the Village is induced to enter into this Contract by, among other things, the professional qualifications of the Contractor. This Contract is exclusive between the Village and the Contractor. This Contract or any right or obligations hereunder may not be assigned by the Contractor, in whole or in part, to another firm without first obtaining prior permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason.

4.11 **Right to Audit.** The Village shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of five years after final payment. The Contractor shall cooperate fully with any such audit and shall provide full access to all relevant materials. In addition, the Village or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Failure to maintain the records required by this provision shall establish a presumption in favor of the state for the recovery of any funds paid by the Village under the Contract for which adequate records are not available, through some fault of the Contractor, to support their purported disbursement.

4.12 **Entire Agreement.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

(1) Contract
(2) Contractor's Bid Form
(3) Contractor's Certification
(4) Contract Bond, including Labor & Material and Performance Bond
(5) General Conditions
(6) Special Provisions
(7) Specifications
(8) Drawings
(9) Scope of Work
(10) Baseline Project Schedule
(11) Project Phasing Schedule

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor. In case of conflict between the terms contained in the Contract documents, those terms contained in the various Contract documents shall control in the following order of precedence.

(1) Contract
(2) Special Provisions
(3) General Conditions
(4) Drawings
(5) Specifications
(6) Scope of Work
(7) Contractor's Bid Form
(8) Contract Bond
(9) Contractor's Certification
(10) Baseline Project Schedule
(11) Project Phasing Schedule

4.13 **Amendments**. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor. This Contract is executed that day and year first written above.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Contractor this ____ day of _____ 2023.

Contractor: Windy City Representatives, LLC

By: _____
_____, President

ATTEST:

By:_____
_____, Secretary

Executed by the Village, this ____ day of _____ 2023.

Village: Village of Villa Park

ATTEST: By: _____
Nick Cuzzone, Village President

By _____
Hosanna Korynecky, Village Clerk

FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, I certify that the following is the Contractor's correct Federal Taxpayer Identification

Number: _____.

Contractor: Windy City Representatives, LLC

By: _____
_____, President

W.B. OLSON, INC.
The Construction People

June 8, 2023

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Precast Concrete Floor Planks**

The following bids were received for this trade:

Subcontractor	Amount of Bid
1. Mid States Concrete Industries	$ 261,510
2. StresCore Inc.	$ 316,500
3. Wells Concrete (see precast wall panel recommendation for Combined bid amount)	$ combined bid
4. ATMI Concrete	$ No bid
5. County Prestress	$ No bid

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Mid States Concrete Industries for $ 261,510

Comments:

1) The March 2023 budget for precast floor planks was $235,000.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

_____

W.B. OLSON, INC.
The Construction People

June 8, 2023

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Precast Concrete Wall Panels**

The following bids were received for this trade:

Subcontractor	Amount of Bid
1. Lombard Architectural Precast Products Co.	$ 782,000
2. DuKane Precast	$ 802,000
3. ATMI Precast	$ 837,000
4. Wells Concrete (combined bid including precast floor planks and precast wall panels)	$ 1,050,000
5. County Prestress	$ No bid

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Lombard Architectural Precast Products Co. for $ 782,000

Comments:

1) The March 2023 budget for precast wall panels was $754,500.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

June 21, 2023

W.B. OLSON, INC.
The Construction People

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Structural Steel**

The following bids were received for this trade:

Subcontractor	Amount of Base Bid	*Alternate #1* Running track steel
1. Garbe Iron Works, Inc.	$ 1,230,000	Add $215,100
2. K&K Iron Works	$ 1,249,035	Add $215,555
3. Waukegan Steel	$ 1,319,000	Add $ 218,000
4. McKinney Steel	$ No bid	
5. Mechanical & Industrial Steel	$ No bid	

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Garbe Iron Works Inc. for $ 1,230,000

Comments:

1) The March 2023 budget for structural steel was $1,360,000
   The March 2023 budget for running track structural steel was $ 295,000.
2) Garbe Iron Works Experience Modification Rating is 1.20 (the bid documents require an EMR rating of 1.1 or lower). In our opinion this is a minor technicality and suggest to waive this requirement.
3) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

_____

W.B. OLSON, INC.
The Construction People

June 8, 2023

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **HVAC – ROOFTOP EQUIPMENT MATERIAL ONLY**

The following bids were received for this trade:

Subcontractor	Amount of Bid
1. Windy City Representatives	$ 470,000
2. National Heat and Power	$ 527,000
3. Amber Mechanical	$ 539,000
4. Flo Tech Mechanical	$ 543,000
5. Premier Mechanical	$ 596,000

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Windy City Representatives for $ 470,000

Comments:

1) The March 2023 budget for hvac rooftop equipment was $475,000.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

W.B. OLSON, INC.
The Construction People

June 8, 2023

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Electrical Service related items — MATERIAL ONLY**

The following bids were received for this trade:

	Subcontractor	Amount of Bid
1.	J. Hamilton Electric Co.	$ 56,000
2.	Kellenberger Electric	$ 63,800
3.	Lyons & Pinner Electric	$ 65,600
4.	Associated Electric	$ No Bid
5.		

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

J. Hamilton Electric Co. for $ 56,000

Comments:

1) The March 2023 budget for electrical service related items was $50,000.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

_____

BID FORM

THE PROJECT AND THE PARTIES

NAME OF BIDDER: Windy City Representatives

TRADE PACKAGE: #4 - HVAC ROOFTOP MECHANICAL EQUIPMENT (MATERIAL ONLY)

BID DUE DATE:

- **Date: Wednesday June 7, 2023**
- **Time: 2:00pm**
- **Location: Iowa Community Center**

  Village of Villa Park

  338 N. Iowa Avenue

  Villa Park, IL. 60181
- Provide 1 original and 1 copy of the completed Bid Form

Firm Name and Address:

Windy City Representatives
200 Windsor Dr.
Oak Brook, IL. 60523 the undersigned

A. We as contractor having familiarized ourselves with local conditions affecting the work and with the proposed Contact Documents hereby propose to perform everything required to be performed and to provide all of the labor, materials, necessary equipment and all utilities and transportation and services necessary to perform and complete in a workmanlike manner all work required to complete the proposed work indicated in the bidding documents for the construction of the Lions Recreation Center project for the Village of Villa Park, all in accordance with the Drawings and Specifications prepared by the office of Williams Architects, the W.B. Olson, Inc bid document supplement, and including all Addenda issued thereto including:
   - Williams Architects issued for bid plans dated 5/9/2023
   - Williams Architects issued for bid Project Manual dated 5/9/2023
   - W.B. Olson, Inc bid document supplement dated 5/17/2023
   - Addendums # 1 through # 3

1. All Work required by the foregoing documents will be accomplished for the Lump Sum Base Bid of:
   ($ 470,000.00) Dollars 22 WEEK LEAD TIME

   FOUR HUNDRED SEVENTY THOUSAND DOLLARS Words
2. *Show amount in both figures and words. In case of discrepancy, amount shown in words will govern.*
3. The Lump Sum Bid Price above INCLUDES trade package specific allowances indicated in the scopes of work, INCLUDES all insurance premiums required to meet standards set forth in the bid documents, INCLUDES all premiums for Performance and Labor & Material Payment Bonds, and EXCLUDES all applicable sales and/or use taxes.

B. Alternates:

1) Alternate No. 1 Furnish and install structural steel framing, metal decking and temporary safety cable as described in the Structural Steel scope of work and as described in spec section 012300 .... ADD $ N/A

C. Options per individual trade scopes of work (contractor to write in option if applicable)

a) Precast wall panels – Furnish and install precast concrete stairs 112/203. Add $ N/A

b) _____ .....Add / Deduct $_____

c) _____ .....Add / Deduct $_____

D. Unit Prices: Provide labor rate unit prices for tradesman applicable to your trade package. All rates to be straight time and include overhead and profit.

Attach labor rate sheet to bid form

D. Allowances: The allowances specified in the Scopes of Work are to be included in the Bid Amount. Confirm that all Allowances identified are included in the Base Bid Amount indicated.

YES _____ NO X

E. Bidder by executing and submitting this bid submittal form expressly agrees to the expedited dispute resolution process contained in the General Instructions to Bidders.

F. In signing and submitting this Bid, the undersigned certifies that all materials and construction to be provided are as indicated in the proposed Contract Documents. The undersigned affirms the Certifications contained herein.

G. Bidder acknowledges that it is in receipt of and has reviewed and incorporated the following Addenda into its bid:

Addendum # 1 dated 2023-05-22.
Addendum # 2 dated 2023-05-31.
Addendum # 3 dated 2023-06-05.

MILESTONE SCHEDULE DATES:

A. Anticipated Date of Notice of Award: June 19, 2023

B. Anticipated Start of Construction: Refer to schedule

C. Anticipated Final Completion: Refer to schedule

TRADE CONTRACTORS:

A. The following subcontractors are proposed for the item of work listed. Subcontractors are subject to review per the General Conditions. List only firms that will supply labor at the site:

	ITEM OF WORK	TRADE SUBCONTRACTOR
a.	N/A	N/A
b.		
c.		
d.		
e.		

B. Any company or organization to be awarded a contract for goods and/or services must be in compliance with the Human Rights Act and all rules and regulations thereunder:

- Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 and the Rehabilitation Act of 1973.

  YES X NO _____

- Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33E-4 of Public Act 86-720, 720 ILCS 5/33E-11.

  YES X NO _____

- Our company certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  a. It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
  b. It has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with the agreement.

  YES X NO _____

- Our company certifies that it:
  ☒ Has twenty-five (25) or more employees and, pursuant to Section 3 of the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*,shall provide a drug free workplace for all employees engaged in the performance of work under the Contract to which this Certification is attached and by complying with the requirements of the Illinois Drug Free Workplace Act. I further certify our company is not currently prohibited or otherwise debarred from entering into this Contract as a result of a violation of the Drug Free Worplace Act.

  ☐ Has less than twenty-five (25) employees at the time of execution of the Contract.

- Our company certifies that it is eligible for bidding on public contracts, and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130/0.01-12(2000), and has not disregarded their obligations to employees under the Prevailing Wage Act on two (2) separate occasions, and that they, or any firm, corporation, partnership or association in which such contractors or subcontractors have an interest, are not prohibited from being awarded any contract or subcontract for a public works project.

  YES X NO _____

- Bid Security Enclosed: **10%** of base bid total enclosed in the form of a:

  Bid Bond _____ Cashier's Check X Certified Check _____

- Current Experience Modification Rating N/A Federal ID # 36-4656891

- OSHA Incident Rates: Recordable 0

- Has the Company received a willful violation from OSHA in the past 3 years?

  YES _____ NO X

- Company has successfully completed three projects of similar size, scope and value within the previous 5 years and must list below.

  YES X NO _____

PROJECT NAME	LOCATION	GC/CM	CONTRACT AMT.
SD 117	ANTIOCH IL	OGNI	200,000
SD 211	PALATINE IL	TOWNSHIP HSD 211	775,000
BRADLEY HS.	BRADLEY, IL	JOHNSON DIXON	275,000

- Company shall comply with the Village of Villa Park Contractor's Certifications requirements as listed on the enclosed form.
  Bidding contractor to review, sign, and ATTACH to the bid form.

- Comply with the requirements set forth in the executed Rebuild Illinois grant between the State of Illinois Dept. of Natural Resources and the Village of Villa Park. As noted in this grant the Trade Contractors are to comply with the following requirements:
  - 50% of all labor hours on the project must be performed by actual State of Illinois residents
  - 10% of all labor hours on the project to be performed by Apprentices per the Illinois Apprenticeship Initiative.
  - prevailing wage requirements
  - Other trade specific items as noted in the trade scopes of work.

Let it be known to all bidders that the above information will be used as a criteria in the evaluation of vendors.

Firm Name: WINDY CITY REPRESENTATIVES

Official Address: 200 WINDSOR DR

City, State, Zip: OAK BROOK, IL. 60523

Telephone Number: 630-590-6933

Main contact person JAKE BRODETTE Email JBRODETTE@WINDYCITYREPS.COM

Cell Number: 630-280-8026

All contractors and Sub-Contractors providing services for any portion of this agreement shall be required to provide a valid email address in which to facilitate transfer of information related to the project.

By: _____ Date: 2023-06-07
(Signature)

KEVIN MCHUGH - PRESIDENT

(Printed/Typed Name and Title)

Where the Bidder is a corporation, add Attest

(SEAL)

_____ 2023-06-07
Secretary (signature) Date

ANGELA ERNST
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 04, 2024

SUBSTITUTION SHEET

SUBSTITUTION INFORMATION

A. All bids shall be based upon the provisions of the proposed Contract Documents.

B. Bidders desiring to make substitutions for "proprietary brands" specified shall list such proposed substitutions below, together with the amount to be added or deducted from the amounts of their base bids.

C. The Owner reserves the right to reject all such substitutions, and such substitutions will not be used to determine the low bid.

D. Complete descriptions and technical data shall accompany all proposed substitutions.

E. NOTE: Manufacturer's names and material approved by the Architect during the bidding time, but not shown in Addenda, must be listed below if said material is to be considered:

BRAND/MAKE SPECIFIED	BRAND/MAKE PROPOSED	ADD	DEDUCT
N/A	N/A	N/A	N/A

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the Village of Villa Park ("Village") in entering into the agreement with the Contractor. The Village of Villa Park may terminate the agreement if it is later determined that the Contractor rendered a false or erroneous assurance.

I, KEVIN MCHUGH, hereby certify that I am the
(Name of Person Certifying)

PRESIDENT of WINDY CITY REPRESENTATIVES (the "Contractor")
(Office of Person Certifying) (Name of Contractor)

and as such hereby represent and warrant to the Village of Villa Park, a unit of local government, as follows:

1. The Contractor certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, 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 Contract, the Contractor 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 Contract 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 Contractor'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 Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor 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) Contractor (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 Contractor will retain such certifications in its files.

(9) In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the Contractor 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 Contractor may be declared ineligible for future contracts with the Village, and this Contract 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 Contractor'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 Contract, 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 Contractor'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 1.h.(1) to each employee engaged in the performance of the Contract, 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 1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.

(5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

j. not a Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official.

k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor.

l. not having given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.

m. The Contractor shall certify 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 and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

n. the Contractor 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 Contract are considered a public record of the Village; and therefore, the Contractor shall review its records and promptly produce to the Village any records in the Contractor'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 Contractor 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. If any certification made by the Contractor changes, the Contractor shall notify the Village in writing within seven (7) days.

Dated: 2023-06-06

Contractor: WINDY CITY REPRESENTATIVES

By: KEVIN MCHUGH

Title: President

HINSDALE BANK
& TRUST COMPANY, N.A.
A WINTRUST COMMUNITY BANK

CASHIER'S CHECK

Hinsdale

400001745
2544/719

DATE: May 30, 2023

REMITTER Windy City Representative

$47,000.00

PAY Forty-Seven Thousand and 00/100ths Dollars

Payable through Wintrust Bank

TO THE ORDER OF Village of Villa Park

MEMO

AUTHORIZED SIGNATURE

Security Features Included Details On Back.

⑈400001745⑈ ⑆071925444⑆ 3807705752⑈

W.B. OLSON, INC.
The Construction People

VILLA PARK
ILLINOIS

11/10/2022
Updated 3/24/2023
Updated 6/8/2023

DRAFT

Updated Project Budget Costs including Work Package #1 trades

Lions Community Center - Village of Villa Park
Williams Architects

This update is based on the Work Package #1 bid results from June 7, 2023
Trades bid in Work Package #1 included precast floor planks, precast wall panels, structural steel, HVAC rooftop material, and electrical service materials.
The balance of the trades will be bid in the next work package.

			11/10/2022	3/24/2023	6/8/2023
Building costs (includes a 3% construction contingency)		$	14,396,429	15,260,149	15,260,149
Site work costs		$	2,097,200	2,033,800	2,033,800
Work package #1 bids vs. March 2023 budget (overage / under)					(74,990)
Preconstruction fee		$	60,000	60,000	60,000
CGL (general liability insurance)	1%	$	165,536	167,902	167,902
WB Olson, Inc. construction fee	3%	$	501,575	510,562	510,562
Design Contingency	5%	$	861,037	839,512	839,512
Sub-total Construction Cost		$	18,081,777	18,871,925	18,796,935

Soft costs:				
Professional Services work	$ 1,394,460	1,633,739	1,633,739
Owner costs (surveys, borings, testing, commissioning, utilities)	$ 235,000	180,000	180,000
Furniture, equipment, signage, artwork	$ 150,000	150,000	150,000
Total Budget including construction and soft costs	$ 19,861,237	$ 20,835,664	$ 20,760,674
Other costs			
Minimal landscaping (top soil, seed and blanket)- Could be by Village or Construction		$ 100,000	$ 100,000
Existing Building Demolition including surveys, abatement, etc		85,000	85,000
Total		$ 21,020,664	$ 20,945,674

Alternates:

1	Add suspended running track at gym	Add	$ 689,391	$	609,491
2	Add rooftop terrace work - guardrails, sculptured pergola, unit pavers, curbs, green roof plantings, lighting, art sculpture, curved bench	Add	$ 323,400	$	323,400
3 a	Add automatic transfer switch and permanent emergencygenerator	Add	431,200		431,200
b	Add manual transfer switch and plug for portable generator	Add	172,500		172,500
	Order of magnitude until generator spec and size is given				
4	Add for WB Olson to provide a Builders Risk insurance policy	Approx. Add		$	24,000

Clarifications:

Alternate costs include hard and soft costs
Water, gas and electricity to be provided by owner
Underground obstruction removal is not included if encountered (i.e. rocks, old foundations & other debris)
Unsuitable soil removal and replacement is not included
Hazardous material / asbestos identification and removal beyond building demolition work is excluded.
Permit fees excluded

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Melissa Wolf
Submitting Department: Parks & Recreation
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution Authorizing the Issuance of a Notice of Award and Contract for Electrical Gear Related Items for the New Lions Park Recreation Center

Suggested Action:

In May of 2023, WB Olson proceeded to write up the bid specifications for four designated early bid packages including steel, precast concrete, HVAC, and Electric. Village staff submitted a Notice to Bid, to the Daily Herald on May 15, 2023. Sealed bids were due no later than 2:00pm June 7, 2023, for public opening, at the Iowa Community Center. WB Olson, Village staff and the Parks and Recreation Commission reviewed the submitted bid amounts and is recommending the Village proceed with the approval of the lowest responsible bid from Hamilton Electric Co., Inc., for the furnishing and delivery, installation excluded, of electric gear related items, in the amount of $56,000.

Attachments:
Memo - To Accept Lowest Responsible Bidders for Steel Concrete HVAC and Electric.docx
Resolution Authorizing the Issuance of a Notice of Award and Approving Contract for Electrical Gear Related Items for the New Lions Park Recreation Center. - J. Hamilton Electric Co.pdf
Award Recommendations - Work release #1 - WB Olson.pdf
J. Hamilton Electric Co. - Bid Packet - Electric Gear Related Items Materials Only.pdf
Updated budget with Work Release #1 trades.pdf

TO: Matt Harline, Village Manager

FROM: Greg Gola, Director of Parks, Recreation and Fleet Services

DATE: June 15, 2023

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Acceptance of Lowest Responsible Bids for Precast Floor Planks, Precast Wall Panels, Structural Steel, HVAC rooftop units, and Electric Service Items for the Lions Recreation Center, not to exceed $2,799,510.

SUMMARY

In September 2021, the Village of Villa Park received notice that the community received a $10 million grant from the Illinois Department of Natural Resources (IDNR) - Build Illinois Bond Fund grant. The grant is to be used towards costs associated with the construction of a Parks and Recreation Center. An Ordinance Authorizing the Issuance of General Obligation Bonds (Alternate Revenue Source), Series 2022A in the amount not to exceed $7,500,000 was approved at the January 10, 2022 Board meeting. Staff submitted the grant application to the IDNR in March of 2022.

BACKGROUND

Recreation Center discussions continued at the March 27, 2023, Board Meeting and at the Special Board Meeting held on April 2, 2023. Staff asked for direction to proceed with bidding and design, and it was recommended that WB Olson proceed to develop and bid 4 designated early bid packages including steel, pre-cast concrete, HVAC and electric. These areas for bid were identified to lock in pricing, and place orders as early as possible due to long lead times. Trustee Murphy made the motion to proceed and bid the four (4) designated early bid packages, seconded by Trustee Kumar. The roll call vote tallied seven (7) ayes. There were no nays.

WB Olson proceeded to write up the bid specifications for each area and Village staff submitted a Notice to Bid, to the Daily Herald on May 15, 2023. Sealed bids were due no later than 2:00pm June 7, 2023, for public opening, at the Iowa Community Center.

The Village received four (4) bids for Precast Concrete Wall Panels, three (3) bids for Precast Concrete Floor Panels, three (3) bids for Structural Steel, five (5) bids for HVAC, and three (3) bids for Electrical Service related items (material only). After reviewing the bids from the low bidders, WB Olson has determined that these bidders comply with the requirements of the contract documents, and therefore recommend acceptance and award the contracts to the following vendors:

Vendor	Bid Item	Amount
Mid State Concrete Industries	Precast Floor Planks	$261,510
Lombard Architectural Precast Products Co	Precast Wall Panels	$782,000
Garbe Iron Works Inc	Structural Steel	$1,230,000
Windy City Representatives	HVAC (rooftop units material only)	$470,000
J.Hamilton Electric Co	Electric (service items material only)	$56,000

The complete vendor/company list and bid amounts are attached for each bid area.

The total updated Project Budget Costs, including Work Package #1 trades, is $74,990.00 under the estimated budget presented on March 24, 2023. The budget breakdown is included in the attachment.

RECOMMENDATION

Members of the Recreation Commission unanimously recommend the acceptance and approval of the following, lowest responsible bidders:

Vendor	Bid Item	Amount
Mid State Concrete Industries	Precast Floor Planks	$261,510
Lombard Architectural Precast Products Co	Precast Wall Panels	$782,000
Garbe Iron Works Inc	Structural Steel	$1,230,000
Windy City Representatives	HVAC (rooftop units material only)	$470,000
J.Hamilton Electric Co	Electric (service items material only)	$56,000

Staff also recommends the acceptance and approval of the lowest responsible bidders, not to exceed $2,799,510. Funds for these purchases have been budgeted in the 2023 Building Fund (67.502.02.401).

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF A NOTICE OF AWARD AND CONTRACT FOR ELECTRICAL GEAR RELATED ITEMS FOR THE NEW LIONS PARK RECREATION CENTER

WHEREAS, the Village of Villa Park (the "Village") plans to build and develop a Parks and Recreation Center at Lions Park at 320 E. Wildwood Avenue, Villa Park, Illinois ("New Lions Park Recreation Center"); and

WHEREAS, the Village publicly advertised for sealed bids for all materials and equipment necessary for the furnishing and delivery of electrical gear related items, installation excluded, for the construction of the New Lions Park Recreation Center ("Project"); and

WHEREAS, bids were received, publicly opened, examined and declared at 2:00 p.m. on June 7, 2023; and

WHEREAS, a total of three (3) bids were received and opened; and, of the bids received and opened, the apparent lowest responsible bidder is J. Hamilton Electric Co., Inc., of Elk Grove Village, Illinois, with a bid amount of Fifty-Six Thousand and 00/100 Dollars ($56,000.00).

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: Incorporation of Preambles. 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: Lowest Responsible Bidder. The corporate authorities do hereby find J. Hamilton Electric Co., Inc., of Elk Grove Village, Illinois, to be the lowest responsible bidder for the Project.

Section 3: Contract Award. J. Hamilton Electric Co., Inc., of Elk Grove Village, Illinois, , is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

Section 4: Authorization to Execute Notice of Award. The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. The Notice of Award shall be issued to J. Hamilton Electric Co., Inc., of Elk Grove Village, Illinois, the lowest responsible bidder, for the Project, in the amount of Fifty-Six Thousand and 00/100 Dollars ($56,000.00). The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by J. Hamilton Electric Co., Inc.

Section 5: Authorization to Execute Contract. The form, terms and provisions of the Contract and the separate exhibits as provided in the Contract are hereby approved in substantially the form attached hereto as Exhibit "B," with such insertions, omissions and changes as shall be approved by the Village President of the Village, the execution of such documents being conclusive evidence of such approval. Provided that J. Hamilton Electric Co, returns the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, to the Village, within ten (10) days of the receipt of the Notice of Award, then the Village President is authorized to execute and the Village Clerk to attest the Contract and other

written contract documents. The officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution.

Section 6: Payment of Prevailing Rate of Wages. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work.

Section 7: Effective Date. This Resolution shall take effect upon its passage and approval in pamphlet form.

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____ 2023.

_____
Nick Cuzzone, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2023.

_____
Hosanna Korynecky, Clerk of the Village
of Villa Park, DuPage County, Illinois

Exhibit “A”

NOTICE OF AWARD

VILLAGE OF VILLA PARK, ILLINOIS

NOTICE OF AWARD

TO: J. Hamilton Electric Co., Inc.
1331 Jarvis Avenue
Elk Grove Village, Illinois 60007

PROJECT DESCRIPTION: NEW LIONS PARK RECREATION CENTER – ELECTRICAL – ELECTRICAL GEAR RELATED ITEMS – MATERIAL ONLY – the project consists of the furnishing and delivery of electrical gear related items, installation excluded, for the construction of the New Lions Park Recreation Center located at 320 East Wildwood Avenue in Villa Park, Illinois.

THE VILLAGE OF VILLA PARK has considered the bid submitted by you for the above-described work in response to its Request for Proposals.

YOU ARE HEREBY NOTIFIED that your bid for the project has been accepted for the amount of Fifty-Six Thousand and 00/100 Dollars ($56,000.00), payable on a stipulated lump sum basis, subject to the furnishing of the proper insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the publication of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Villa Park.

Dated this ____ day of _____ 2023.

VILLAGE OF VILLA PARK, ILLINOIS,

By:_____
Nick Cuzzone, President of the
Village of Villa Park, DuPage County, Illinois

ATTEST:

By:_____
Hosanna Korynecky, Clerk of the
Village of Villa Park, DuPage County, Illinois

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by J. Hamilton Electric Co., Inc., this ____ day of _____ 2023

J. Hamilton Electric Co., Inc.,

By:_____

Title: President

Exhibit “B”

CONTRACT

CONTRACT
between the
VILLAGE OF VILLA PARK, ILLINOIS
and
J. HAMILTON ELECTRIC CO., INC.,
for the furnishing and delivery of
ELECTRICAL GEAR RELATED ITEMS – MATERIAL ONLY
for the
NEW LIONS PARK RECREATION CENTER

This agreement, hereinafter referred to as the "Contract," made and entered into by and between the Village of Villa Park, Illinois, an Illinois municipal corporation, hereinafter referred to as the "Village," and J. Hamilton Electric Co., Inc., 1331 Jarvis Avenue, Elk Grove Village, Illinois 60007, hereinafter referred to as the "Contractor," for the furnishing and delivery of electrical gear related items, installation excluded, for the construction of the New Lions Park Recreation Center, hereinafter referred to as the "Project," in Villa Park, Illinois.

In consideration of the payments to be made by the Village and of the mutual covenants herein set forth, the Village and the Contractor agree as follows:

ARTICLE 1. PERFORMANCE OF CONTRACT.

The Contractor at its own proper cost and expense shall perform the work, furnish all materials necessary to complete the work in full compliance with all of the terms and the requirements of this Contract, Contractor's Bid Form, Contractor's Certification, Contract Bond, including Labor & Material and Performance Bond, the General Conditions, Special Provisions, the Specifications, Drawings, Scope of Work, Baseline Project Schedule, Project Phasing Schedule and any approved Modifications (Change Orders) to the Contract) which are essential documents of and made a part of this Contract.

ARTICLE 2. CONTRACT SUM AND PAYMENT

The Village shall pay the Contractor the amount of Fifty-Six Thousand and 00/100 Dollars ($56,000.00), for the performance of the work, payable on a stipulated lump sum basis as set forth in the Contractor's Bid Form. If one or more of the prices set forth in the Contractor's Bid Form are unit prices, the quantities shown in the Bid Form are approximate only and are subject to increase or decrease. The Contractor shall receive for the performance of the unit price work, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of the Contractor's Bid Form. The compensation paid to the Contractor shall be the full compensation for furnishing all the materials, for doing all work contemplated and specified in this Contract, and for well and faithfully completing the work, and the whole thereof, in full compliance with the Contract documents, and within the Contract Time, which time is hereby declared to be of the essence of this Contract. The Village shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for work performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq*.). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq*.).

ARTICLE 3 CONTRACT TIME

The Contractor shall perform the work according to the Project Schedule prepared and maintained by the Construction Manager. The Contractor shall commence the work expeditiously after the date the Village gives the Contractor written notice to proceed. The Contractor shall complete the work in accordance with the Project Schedule, unless an extension of time is granted in accordance with the contract documents.

ARTICLE 4. GENERAL PROVISIONS.

4.1 **Governing Law.** This Contract shall be construed under and governed by the laws of the State of Illinois. All actions brought to interpret or enforce any provision of this Contract shall be brought in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

4.2 **Appropriation.** This Contract shall become effective only after an appropriation therefor has been made. The term of this Contract shall be for one year following the effective date of the appropriation. If the Contract Time exceeds one year following the effective date of the appropriation, the term of this Contract shall extend to the end of the Contract Time provided that an appropriation therefor has been made by the Village in the subsequent year(s).

4.3 **Severability of Clauses.** If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Contract or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

4.4 **Waiver of Breach.** The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

4.5 **Written Notice.** Written notice between the Village and the Contractor may be served via E-Mail, unless otherwise specifically required by the General Conditions and Special provisions and in that event shall be deemed to have been duly served if delivered in person, or if delivered by overnight delivery service, addressed to the respective party as follows:

A. If to the Village:

W.B. Olson, Inc.
3235 Arnold Lane
Northbrook, Illinois 60062
Attn: Daniel Polfuss
E-Mail: dpolfuss@wbo.com

With a carbon copy to:

Village of Villa Park
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Matthew Harline, Village Manager
E-Mail: mharline@invillapark.com

B. If to Contractor:

J. Hamilton Electric Co., Inc.
1331 Jarvis Avenue
Elk Grove Village, Illinois 60007Attn: President
E-Mail:_____

Either party may change its mailing address by giving written notice to the other party as provided above. Written notice shall be deemed to have been given on the second business day following the date of the mailing if sent through the U.S. Postal Service or on the first business day following the date of the mailing if sent by overnight delivery service. Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this section.

4.6 **Obligations Survive.** The obligations or duties imposed upon the Contractor under the Contract shall survive any termination or closeout of the Contract.

4.7 **Successors and Assigns.** The Village and the Contractor each binds itself, its partners, successors and assigns and legal representative to the other party hereto and the partners, successors, assigns and legal representative of such other party with respect to all covenants, agreements and obligations contained herein.

4.8 **Independent Contractor.** The Contractor is an independent contractor and in providing its work under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

4.9 **Work of Other Contractors.** The Village reserves the right to execute other agreements in connection with the Project. The Contractor shall cooperate with the Construction Manager, the Architect/Engineer, employees and representatives of the Village, any contractor or consultant retained by the Village; but the Contractor shall not be contractually responsible for the Construction Manager, the Architect/Engineer, employees and representatives of the Village, any contractor or consultant retained by the Village.

4.10 **Non-Assignment.** The Contractor acknowledges that the Village is induced to enter into this Contract by, among other things, the professional qualifications of the Contractor. This Contract is exclusive between the Village and the Contractor. This Contract or any right or obligations hereunder may not be assigned by the Contractor, in whole or in part, to another firm without first obtaining prior permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason.

4.11 **Right to Audit.** The Village shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of five years after final payment. The Contractor shall cooperate fully with any such audit and shall provide full access to all relevant materials. In addition, the Village or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Failure to maintain the records required by this provision shall establish a presumption in favor of the state for the recovery of any funds paid by the Village under the Contract for which adequate records are not available, through some fault of the Contractor, to support their purported disbursement.

4.12 **Entire Agreement.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

(1) Contract
(2) Contractor's Bid Form
(3) Contractor's Certification
(4) Contract Bond, including Labor & Material and Performance Bond
(5) General Conditions
(6) Special Provisions
(7) Specifications
(8) Drawings
(9) Scope of Work
(10) Baseline Project Schedule
(11) Project Phasing Schedule

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor. In case of conflict between the terms contained in the Contract documents, those terms contained in the various Contract documents shall control in the following order of precedence.

(1) Contract
(2) Special Provisions
(3) General Conditions
(4) Drawings
(5) Specifications
(6) Scope of Work
(7) Contractor's Bid Form
(8) Contract Bond
(9) Contractor's Certification
(10) Baseline Project Schedule
(11) Project Phasing Schedule

4.13 **Amendments**. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor. This Contract is executed that day and year first written above.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Contractor this ____ day of _____ 2023.

Contractor: J. Hamilton Electric Co., Inc.

By: _____
_____, President

ATTEST:

By: _____
_____, Secretary

Executed by the Village, this ____ day of _____ 2023.

Village: Village of Villa Park

ATTEST: By: _____
Nick Cuzzone, Village President

By: _____
Hosanna Korynecky, Village Clerk

FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, I certify that the following is the Contractor's correct Federal Taxpayer Identification

Number: _____.

Contractor: J. Hamilton Electric Co., Inc.

By: _____
_____, President

W.B. OLSON, INC.
The Construction People

June 8, 2023

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Precast Concrete Floor Planks**

The following bids were received for this trade:

Subcontractor	Amount of Bid
1. Mid States Concrete Industries	$ 261,510
2. StresCore Inc.	$ 316,500
3. Wells Concrete (see precast wall panel recommendation for Combined bid amount)	$ combined bid
4. ATMI Concrete	$ No bid
5. County Prestress	$ No bid

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Mid States Concrete Industries for $ 261,510

Comments:

1) The March 2023 budget for precast floor planks was $235,000.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

W.B. OLSON, INC.
The Construction People

June 8, 2023

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Precast Concrete Wall Panels**

The following bids were received for this trade:

Subcontractor	Amount of Bid
1. Lombard Architectural Precast Products Co.	$ 782,000
2. DuKane Precast	$ 802,000
3. ATMI Precast	$ 837,000
4. Wells Concrete (combined bid including precast floor planks and precast wall panels)	$ 1,050,000
5. County Prestress	$ No bid

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Lombard Architectural Precast Products Co. for $ 782,000

Comments:

1) The March 2023 budget for precast wall panels was $754,500.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

June 21, 2023

W.B. OLSON, INC.
The Construction People

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Structural Steel**

The following bids were received for this trade:

Subcontractor	Amount of Base Bid	*Alternate #1* Running track steel
1. Garbe Iron Works, Inc.	$ 1,230,000	Add $215,100
2. K&K Iron Works	$ 1,249,035	Add $215,555
3. Waukegan Steel	$ 1,319,000	Add $ 218,000
4. McKinney Steel	$ No bid	
5. Mechanical & Industrial Steel	$ No bid	

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Garbe Iron Works Inc. for $ 1,230,000

Comments:

1) The March 2023 budget for structural steel was $1,360,000
   The March 2023 budget for running track structural steel was $ 295,000.
2) Garbe Iron Works Experience Modification Rating is 1.20 (the bid documents require an EMR rating of 1.1 or lower). In our opinion this is a minor technicality and suggest to waive this requirement.
3) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

W.B. OLSON, INC.
The Construction People

June 8, 2023

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **HVAC – ROOFTOP EQUIPMENT MATERIAL ONLY**

The following bids were received for this trade:

Subcontractor	Amount of Bid
1. Windy City Representatives	$ 470,000
2. National Heat and Power	$ 527,000
3. Amber Mechanical	$ 539,000
4. Flo Tech Mechanical	$ 543,000
5. Premier Mechanical	$ 596,000

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

Windy City Representatives for $ 470,000

Comments:

1) The March 2023 budget for hvac rooftop equipment was $475,000.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

W.B. OLSON, INC.
The Construction People

June 8, 2023

TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: **Electrical Service related items — MATERIAL ONLY**

The following bids were received for this trade:

Subcontractor	Amount of Bid
1. J. Hamilton Electric Co.	$ 56,000
2. Kellenberger Electric	$ 63,800
3. Lyons & Pinner Electric	$ 65,600
4. Associated Electric	$ No Bid
5.	

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

J. Hamilton Electric Co. for $ 56,000

Comments:

1) The March 2023 budget for electrical service related items was $50,000.
2) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

David R. Ridderhoff
Director of Preconstruction

Owner Approval:

_____

Lions Recreation Center
Village of Villa Park
Issued 5/17/23 with bid documents – Work Package #1

BID FORM

THE PROJECT AND THE PARTIES

NAME OF BIDDER: J. Hamilton Electric Co., Inc.

TRADE PACKAGE: # 5 Electric - Electrical Gear Related Items

BID DUE DATE:

- **Date: Wednesday June 7, 2023**
- **Time: 2:00pm**
- **Location: Iowa Community Center**

  Village of Villa Park

  338 N. Iowa Avenue

  Villa Park, IL. 60181
- Provide 1 original and 1 copy of the completed Bid Form

Firm Name and Address:

J. Hamilton Electric Co., Inc.
1331 Jarvis Avenue
Elk Grove Village, IL 60007 the undersigned

A. We as contractor having familiarized ourselves with local conditions affecting the work and with the proposed Contact Documents hereby propose to perform everything required to be performed and to provide all of the labor, materials, necessary equipment and all utilities and transportation and services necessary to perform and complete in a workmanlike manner all work required to complete the proposed work indicated in the bidding documents for the construction of the Lions Recreation Center project for the Village of Villa Park, all in accordance with the Drawings and Specifications prepared by the office of Williams Architects, the W.B. Olson, Inc bid document supplement, and including all Addenda issued thereto including:
   - Williams Architects issued for bid plans dated 5/9/2023
   - Williams Architects issued for bid Project Manual dated 5/9/2023
   - W.B. Olson, Inc bid document supplement dated 5/17/2023
   - Addendums # 1 through # 3

1. All Work required by the foregoing documents will be accomplished for the Lump Sum Base Bid of:

   ($ 56,000.00) Dollars

   Fifty-Six Thousand Dollars Words

2. *Show amount in both figures and words. In case of discrepancy, amount shown in words will govern.*
3. The Lump Sum Bid Price above INCLUDES trade package specific allowances indicated in the scopes of work, INCLUDES all insurance premiums required to meet standards set forth in the bid documents, INCLUDES all premiums for Performance and Labor & Material Payment Bonds, and EXCLUDES all applicable sales and/or use taxes.

B. Alternates:

1) Alternate No. 1 Furnish and install structural steel framing, metal decking and temporary safety cable as described in the Structural Steel scope of work and as described in spec section 012300 .... ADD $_____

C. Options per individual trade scopes of work (contractor to write in option if applicable)

a) Precast wall panels – Furnish and install precast concrete stairs 112/203. Add $_____

b) _____.....Add / Deduct $_____

c) _____.....Add / Deduct $_____

D. Unit Prices: Provide labor rate unit prices for tradesman applicable to your trade package. All rates to be straight time and include overhead and profit.

Attach labor rate sheet to bid form

D. Allowances: The allowances specified in the Scopes of Work are to be included in the Bid Amount. Confirm that all Allowances identified are included in the Base Bid Amount indicated.

YES N/A NO N/A

E. Bidder by executing and submitting this bid submittal form expressly agrees to the expedited dispute resolution process contained in the General Instructions to Bidders.

F. In signing and submitting this Bid, the undersigned certifies that all materials and construction to be provided are as indicated in the proposed Contract Documents. The undersigned affirms the Certifications contained herein.

G. Bidder acknowledges that it is in receipt of and has reviewed and incorporated the following Addenda into its bid:

Addendum # 1 dated 05/22/23.

Addendum # 2 dated 05/31/23.

Addendum # 3 dated 06/05/23.

MILESTONE SCHEDULE DATES:

A. Anticipated Date of Notice of Award: June 19, 2023

B. Anticipated Start of Construction: Refer to schedule

C. Anticipated Final Completion: Refer to schedule

TRADE CONTRACTORS:

A. The following subcontractors are proposed for the item of work listed. Subcontractors are subject to review per the General Conditions. List only firms that will supply labor at the site:

	ITEM OF WORK	TRADE SUBCONTRACTOR
a.		
b.		
c.		
d.		
e.		

B. Any company or organization to be awarded a contract for goods and/or services must be in compliance with the Human Rights Act and all rules and regulations thereunder:

- Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 and the Rehabilitation Act of 1973.

YES ✓ NO _____

- Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33E-4 of Public Act 86-720, 720 ILCS 5/33E-11.

YES ✓ NO _____

- Our company certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  a. It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
  b. It has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with the agreement.

YES ✓ NO _____

- Our company certifies that it:
  ☐ Has twenty-five (25) or more employees and, pursuant to Section 3 of the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*,shall provide a drug free workplace for all employees engaged in the performance of work under the Contract to which this Certification is attached and by complying with the requirements of the Illinois Drug Free Workplace Act. I further certify our company is not currently prohibited or otherwise debarred from entering into this Contract as a result of a violation of the Drug Free Worplace Act.

  ☑ Has less than twenty-five (25) employees at the time of execution of the Contract.

- Our company certifies that it is eligible for bidding on public contracts, and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130/0.01-12(2000), and has not disregarded their obligations to employees under the Prevailing Wage Act on two (2) separate occasions, and that they, or any firm, corporation, partnership or association in which such contractors or subcontractors have an interest, are not prohibited from being awarded any contract or subcontract for a public works project.

  YES ✓ NO _____

- Bid Security Enclosed: **10%** of base bid total enclosed in the form of a:

  Bid Bond ✓ Cashier's Check _____ Certified Check _____

- Current Experience Modification Rating .88 Federal ID # 36-2244673

- OSHA Incident Rates: Recordable 0

- Has the Company received a willful violation from OSHA in the past 3 years?

  YES _____ NO ✓

- Company has successfully completed three projects of similar size, scope and value within the previous 5 years and must list below.

  YES ✓ NO _____

PROJECT NAME	LOCATION	GC/CM	CONTRACT AMT.
See attached			

- Company shall comply with the Village of Villa Park Contractor's Certifications requirements as listed on the enclosed form.
  Bidding contractor to review, sign, and ATTACH to the bid form.

- Comply with the requirements set forth in the executed Rebuild Illinois grant between the State of Illinois Dept. of Natural Resources and the Village of Villa Park. As noted in this grant the Trade Contractors are to comply with the following requirements:
  - 50% of all labor hours on the project must be performed by actual State of Illinois residents
  - 10% of all labor hours on the project to be performed by Apprentices per the Illinois Apprenticeship Initiative.
  - prevailing wage requirements
  - Other trade specific items as noted in the trade scopes of work.

Let it be known to all bidders that the above information will be used as a criteria in the evaluation of vendors.

Firm Name: J. Hamilton Electric Co., Inc.

Official Address: 1331 Jarvis Avenue

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

Telephone Number: 847/640-8077

Main contact person Mike labno Email mikel@jhamiltonelectric.com

Cell Number: 630/418-1984

All contractors and Sub-Contractors providing services for any portion of this agreement shall be required to provide a valid email address in which to facilitate transfer of information related to the project.

By: David J Hamilton Date: 06/07/23
(Signature)

David J. Hamilton
(Printed/Typed Name and Title)

Where the Bidder is a corporation, add Attest

Brett D Hamb 06/07/23
Secretary (signature) Date

(SEAL)

J. HAMILTON ELECTRIC COMPANY, INC. CORPORATE SEAL ILLINOIS

SUBSTITUTION SHEET

SUBSTITUTION INFORMATION

A. All bids shall be based upon the provisions of the proposed Contract Documents.

B. Bidders desiring to make substitutions for "proprietary brands" specified shall list such proposed substitutions below, together with the amount to be added or deducted from the amounts of their base bids.

C. The Owner reserves the right to reject all such substitutions, and such substitutions will not be used to determine the low bid.

D. Complete descriptions and technical data shall accompany all proposed substitutions.

E. NOTE: Manufacturer's names and material approved by the Architect during the bidding time, but not shown in Addenda, must be listed below if said material is to be considered:

BRAND/MAKE SPECIFIED	BRAND/MAKE PROPOSED	ADD	DEDUCT

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the Village of Villa Park ("Village") in entering into the agreement with the Contractor. The Village of Villa Park may terminate the agreement if it is later determined that the Contractor rendered a false or erroneous assurance.

I, David J. Hamilton (Name of Person Certifying), hereby certify that I am the President (Office of Person Certifying) of J. Hamilton Electric Co., Inc. (Name of Contractor), (the "Contractor") and as such hereby represent and warrant to the Village of Villa Park, a unit of local government, as follows:

1. The Contractor certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, 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 Contract, the Contractor 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 Contract 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 Contractor'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 Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor 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) Contractor (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 Contractor will retain such certifications in its files.

(9) In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the Contractor 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 Contractor may be declared ineligible for future contracts with the Village, and this Contract 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 Contractor'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 Contract, 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 Contractor'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 1.h.(1) to each employee engaged in the performance of the Contract, 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 1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.

(5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

j. not a Village official, spouse or dependent child of a Village official, agent on behalf of any Village official or trust in which a Village official, the spouse or dependent child of a Village official.

k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor.

l. not having given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forebearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.

m. The Contractor shall certify 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 and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

n. the Contractor 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 Contract are considered a public record of the Village; and therefore, the Contractor shall review its records and promptly produce to the Village any records in the Contractor'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 Contractor 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. If any certification made by the Contractor changes, the Contractor shall notify the Village in writing within seven (7) days.

Dated: 06/07/23

Contractor: J. Hamilton Electric Co., Inc.

By: David J Hamilton

Title: President

J. Hamilton Electric Company, Inc.

CONSTRUCTION EXPERIENCE

Northwest Suburban Special Education Organization
Timber Ridge School - Gymnasium Addition
Contact Amount: $ 559,660.00

Nicholas & Associates (Mgrs) / 100% Electrical
847/394-6200
Completion: 04/15/22

Astellas / MB Real Estate
2019 Astellas Office Renovations
Contract Amount $ 736,116.00

Reed Construction Company (Mgrs) / 100% Electrical
Robert Quetsch (Astellas) 224/205-8273
Completion: 08/20/19

Township High School District 214
D214 CPP 2018/19 - Buffalo Grove High School
Contract Amount $ 631,371.00

Pepper Construction Company (Mgrs) / 100% Electrical
Lisa Koeune 847/620-4129
Completion: 06/14/19

Township High School District 214
D214 CPP 2018/19 - Rolling Meadows High School
Contract Amount $ 754,563.00

Pepper Construction Company (Mgrs) / 100% Electrical
Jenny Spence 847/620-4129
Completion: 06/14/19

Township High School District 214
D214 CPP 2016/17
Contact Amount $ 1,566,359.00

Pepper Construction Company (Mgrs) / 100% Electrical
Lisa Koeune 847/620-4129
Completion 10/31/18

Niles Park District
Caldwell Rec Center Renovation
Contract Amount $ 671,465.00

Wight Construction Services (Mgrs) / 100% Electrical
Craig Polte (630) 918-8120
Completion: 07/31/17

Community School District 201
Security & Lighting Renovations @ Various Schools
Contract Amount $ 1,232,201.00

Pepper Construction Company (Mgrs) / 100% Electrical
Kellie Ropers (847) 381-2760 x4026
Completion: 02/01/17

True Value Manufacturing
Line 2 Control Panels
Contract Amount $ 62,033.00

Direct with Owner / 100% Electrical
Dan Schmidt (847) 639-5383
Completion: 01/07/17

FlavorChem
Mantrose Equipment
Contract Amount $ 89,363.00

Direct with Owner / 100% Electrical
Ron Wolfe (630) 932-8100
Completion: 09/02/16

Glen Ellyn School District 41
Churchill Elementary School Addition Phase III
Contract Amount $ 192,862.00

Frederick Quinn Construction (Mgrs) / 100% Electrical
Adam Slotuks (630) 628-8500
Completion: 03/02/16

Sonoco Clear Pack
Relocation of Production lines / Plant Relocation
Contract Amount (Approx): $ 900,000.00

Direct with Owner / 100% Electrical
Brian Varley (847) 957-6282
Completion: 01/2015 to 01/2016

Township High School District 214
D214 John Hersey High School FTF & CPP
Contract Amount $ 927,532.00

Pepper Construction Company (Mgrs) / 100% Electrical
Eric Schwab 847/620-4060
Completion: 09/30/15

J. Hamilton Electric Company, Inc.

CONSTRUCTION EXPERIENCE

Glenview Park District
Glenview Park Golf Course Clubhouse Remodel
Contract Amount $ 202,820.00

W.B. Olson Inc. (Mgrs) / 100% Electrical
John Emser Phone (847) 498-3800
Completion 08/31/15

New Trier Township HS Dist 203
Mobile Classroom MEP
Contract Amount $ 345,300.00

Pepper Construction Company (Mgrs) / 100% Electrical
Craig Dannegger Phone (847) 381-2760
Completion 04/30/15

Village of Glenview
Fire Station #6
Contract Amount $651,255.00

Sub to W.B. Olson Inc. (Mgrs) / 100% Electrical
John Emser Phone (847) 498-3800
Completion 01/31/15

Sonoco Clear Pack
New 4000 Amp Service
Contract Amount $ 214,276.00

Direct with owner / 100% Electrical
Brian Varley Phone (847) 957-6282
Completion 09/05/14

Elmhurst School Dist 205
Capital Improvements 2014
Contract Amount $ 84,177.00

Sub to James McHugh Construction / 100% Electrical
Tom Stuit / Chris Johanson Phone (630) 279-1975
Completion 08/31/15

Resource Plastics
Machinery Relocation Wiring
Contact Amount $ 253,896.00

Direct with owner / 100% Electrical
Bill Steinhaus Phone (708) 389-3558
Completion: 04/25/14

Township High School District 214
D214 FIP/LS/MM Various Schools
Contract Amount $ 1,596,784.00

Pepper Construction Company (Mgrs) / 100 % Electrical
Craig Dannegger Phone (847) 381-2760
Completion: 06/01/13 to 09/30/13

Elmhurst Park District
Wilder Park Conservatory Addition
Contract Amount $ 163,906.00

Sub to James McHugh Construction / 100% Electrical
Mr. Tom Stuit Phone (630) 279-1975
Completion 01/31/14

Franklin Park School District 84
Summer 2013 Life Safety and General Work
Contract Amount $ 126,102.00

Dimensional Enterprises, Inc (Mgrs) / 100% Electrical
Gary Morel Phone (630) 279-7878
Completion: 09/31/13

Glenview Park District
Park Center Remodel
Contract Amount $ 33,964.00

W.B. Olson Inc. (Mgrs) / 100% Electrical
John Emser Phone (847) 498-3800
Completion 09/31/12

"Confidential Client"
Pharmaceutical Renovation
Contract Amount $ 961,336.00

CRB Builders, LLC (Mgrs) / Instrumentation & Controls
Lynette Baker Phone (314) 440-3965
Completion: 01/31/12

Bloomingdale Park District
Elevator Addition
Contract Amount $ 50,255.00

Corporate Construction Services (Mgrs) / 100% Electrical
Ryan Rink
Completion: 12/31/11

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

J. Hamilton Electric Company, Inc.
1331 Jarvis Avenue
Elk Grove Village, IL 60007

SURETY:
(Name, legal status and principal place of business)

Employers Mutual Casualty Company
P.O. Box 712
Des Moines, IA 50306-0712
Mailing Address for Notices
Mail to the address listed above.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

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

BOND AMOUNT: $ 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

New Lions Recreation Center

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of June, 2023

Steve Hamilton
(Witness)

J. Hamilton Electric Company, Inc.
(Principal) *(Seal)*

By: Brett D Hamilton mgr
(Title)

Diane M. Rubright
(Witness) Diane M. Rubright

Employers Mutual Casualty Company
(Surety) *(Seal)*

By: Kelly A. Gardner
(Title) Kelly A. Gardner Attorney-in-Fact

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

S-0054/AS 8/10

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Kelly A. Gardner

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond
Principal : J. Hamilton Electric Company, Inc.
Obligee : Village of Villa Park

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

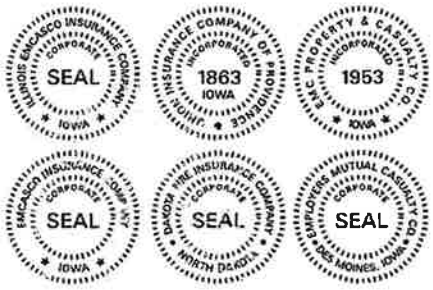
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of September, 2022.

Seals



KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2025

Scott R. Jean, President & CEO of Company 1, Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 19th day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 19th day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of June, 2023.

Ryan J. Springer
Vice President

7853 (9-22) 0000000-NA 00000 000 SSS 000000 **"For verification of the authenticity of the Power of Attorney you may call (515) 345-7548."**

State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Diane M. Rubright Notary Public of DuPage County, in the State of Illinois, do hereby certify that Kelly A. Gardner Attorney-in-Fact, of the Employers Mutual Casualty Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Employers Mutual Casualty Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 7th day of June, 2023.

Diane M. Rubright

Notary Public Diane M. Rubright

My Commission expires: March 23, 2027

OFFICIAL SEAL
DIANE M RUBRIGHT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 3/23/27

W.B. OLSON, INC.
The Construction People

VILLA PARK
ILLINOIS

	11/10/2022
Updated	3/24/2023
Updated	6/8/2023

DRAFT

Updated Project Budget Costs including Work Package #1 trades

Lions Community Center - Village of Villa Park
Williams Architects

This update is based on the Work Package #1 bid results from June 7, 2023
Trades bid in Work Package #1 included precast floor planks, precast wall panels, structural steel, HVAC rooftop material, and electrical service materials.
The balance of the trades will be bid in the next work package.

			11/10/2022	3/24/2023	6/8/2023
Building costs (includes a 3% construction contingency)		$	14,396,429	15,260,149	15,260,149
Site work costs		$	2,097,200	2,033,800	2,033,800
Work package #1 bids vs. March 2023 budget (overage / under)					(74,990)
Preconstruction fee		$	60,000	60,000	60,000
CGL (general liability insurance)	1%	$	165,536	167,902	167,902
WB Olson, Inc. construction fee	3%	$	501,575	510,562	510,562
Design Contingency	5%	$	861,037	839,512	839,512
Sub-total Construction Cost		$	18,081,777	18,871,925	18,796,935

Soft costs:				
Professional Services work	$	1,394,460	1,633,739	1,633,739
Owner costs (surveys, borings, testing, commissioning, utilities)	$	235,000	180,000	180,000
Furniture, equipment, signage, artwork	$	150,000	150,000	150,000
Total Budget including construction and soft costs	$	19,861,237	$ 20,835,664	$ 20,760,674
Other costs				
Minimal landscaping (top soil, seed and blanket)- Could be by Village or Construction			$ 100,000	$ 100,000
Existing Building Demolition including surveys, abatement, etc			85,000	85,000
Total			$ 21,020,664	$ 20,945,674

Alternates:

1	Add suspended running track at gym	Add	$ 689,391	$	609,491
2	Add rooftop terrace work - guardrails, sculptured pergola, unit pavers, curbs, green roof plantings, lighting, art sculpture, curved bench	Add	$ 323,400	$	323,400
3 a	Add automatic transfer switch and permanent emergencygenerator	Add	431,200		431,200
b	Add manual transfer switch and plug for portable generator	Add	172,500		172,500
	Order of magnitude until generator spec and size is given				
4	Add for WB Olson to provide a Builders Risk insurance policy	Approx. Add		$	24,000

Clarifications:

Alternate costs include hard and soft costs
Water, gas and electricity to be provided by owner
Underground obstruction removal is not included if encountered (i.e. rocks, old foundations & other debris)
Unsuitable soil removal and replacement is not included
Hazardous material / asbestos identification and removal beyond building demolition work is excluded.
Permit fees excluded

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Matt Harline
Submitting Department: Village Manager's Office
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park Authorizing the Execution of An Agreement Between the Village of Villa Park and C. Acitelli Heating & Piping Contractors, Inc. of Villa Park, Illinois for Heating and Cooling Work in an Amount Not to Exceed $42,446.

Suggested Action:
The air conditioning unit that services the Village Hall Board Room is in need of replacement. The coil blew a leak and will not hold refrigerant. The unit that serves the Committee of the Whole room is approximately 15 years old and it is likely that the COW unit will need replacement in the near future. To replace both units now would cost $42,446. If we need to replace the other unit the cost of the crane and mobilization will add an additional $4,000. Alternately we could replace only the Board Room unit at a cost of $19,135. It is the recommendation of Village Staff, that we replace both units now at a cost of $42,446 from account 67.502.02.401.

Attachments:
BOT_Memo_26_June_VH_HVAC_replacement.pdf
Villa Park Resolution Approving Purchase of Replacement Rooftop HVAC Units for Village Hall.docx
Exhibit A - Proposal of C. Acitelli Heating and Piping Contractors, Inc. dated 06/19/23 - Village Hall RT Replacement.pdf

Memo

To: Village Board of Trustees and City Clerk

From: Matt Harline, Village Manager

Date: June 23, 2023

Re: A Resolution Authorizing the Execution of An Agreement Between the Village of Villa Park and C. Acitelli Heating & Piping Contractors, Inc. of Villa Park, Illinois for Heating and Cooling Work in an Amount Not to Exceed $42,446.

Summary: The air conditioning unit that services the Village Hall Board Room is in need of replacement. The coil blew a leak and will not hold refrigerant. The unit that serves the Committee of the Whole room is approximately 15 years old and it is likely that the COW unit will need replacement in the near future. To replace both units now would cost $42,446. If we need to replace the other unit the cost of the crane and mobilization will add an additional $4,000. Alternately we could replace only the Board Room unit at a cost of $19,135.

Background: The AC unit for the Village Hall Board Room is in need of replacement. The coil blew a leak and will not hold refrigerant. The unit that serves the Committee of the Whole room is approximately 15 years old and it is likely that the COW unit will need replacement in the near future. At a minimum we must replace the board room unit to restore cooling. It is the recommendation of staff that we replace both units now. These new units would also now be able to supply heating, so radiators could be removed before winter and better more efficient heating/cooling would be supplied to the top floor. Because the aging boiler would only need to be adjusted to heat the first floor, the entire Village Hall building would be more comfortable. To do all work now we would pay $42,446.

If we do only the Board Room unit now and are forced or choose to replace the unit for the Committee of the Whole (COW) Room, it would cost an additional $4,217 for the crane and mobilization, not including any inflation. If the Village had a firm plan to move or do significant remodeling of Village Hall in the next five to ten years, I would only recommend the Board Room replacement.

Attached are the quotes, below is a breakdown of costs. Staff is always available for discussion.

Recommendation Action: It is the recommendation of Village Staff that we replace both units now at a cost of $42,446 from account 67.502.02.401.

RESOLUTION NO. _____

RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, APPROVING THE PROPOSAL OF C. ACITELLI HEATING & PIPING CONTRACTORS, INC., FOR THE PURCHASE AND INSTALLATION OF REPLACEMENT HVAC ROOFTOP UNITS FOR THE VILLAGE HALL IN AN AMOUNT NOT TO EXCEED $42,446.00.

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 of Illinois; and

WHEREAS, Section 2-220(a)(3) of Division 2 of Article II of Chapter 2 of the Villa Park Municipal Code exempts from the competitive bidding requirements purchase orders or contracts of whatever nature, for labor, services or work, where the board of trustees, by a two-thirds majority affirmative vote of its members, waive the requirement of open and competitive bidding; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is advisable, necessary and in the best interests of the public that the Village waive competitive bidding and accept the proposal submitted by C. Acitelli Heating & Piping Contractors, Inc., for the purchase and installation of replacement HVAC rooftop units for the village hall in an amount not to exceed $42,446.00.

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: That the corporate authorities of the Village hereby approve the proposal submitted by C. Acitelli Heating & Piping Contractors, Inc., dated June 19, 2023, for the purchase and installation of replacement HVAC rooftop units for the Village Hall ("Proposal"), said Proposal being attached hereto as Exhibit A and incorporated herein, and the Village Manager is hereby authorized to accept the Proposal, issue a purchase order and execute all other necessary documents related to the purchase and installation of the HVAC rooftop units, or such other comparable units, in an amount not to exceed $42,446.00.

Section 4: That the competitive bidding requirements are waived in accordance with Section 2-220 of Division 2, of Article II, of Chapter 2 of the Villa Park Municipal Code.

Section 5: That this resolution shall be in full force and effect from and after its passage by a two-thirds (2/3) vote of the Village Board 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

_____
Nick Cuzzone, Village President

Attest: _____
Hosanna Korynecky, Village Clerk

EXHIBIT A

Proposal of C. Acitelli Heating & Piping Contractors, Inc., dated June 19, 2023

C. ACITELLI HEATING & PIPING CONTRACTORS, INC.

• COMMERCIAL • INDUSTRIAL • RESIDENTIAL

813 South Villa Avenue, Villa Park, IL 60181 (630) 832-4645 Fax (630) 832-4651 www.acitelli.com

Proposal

PROPOSAL SUBMITTED TO:		JOB INFORMATION:	
NAME:	Village of Villa Park	LOCATION:	Village of Villa Park Village Hall
ADDRESS:	20 S Ardmore Ave Villa Park, IL 60181	RE:	Roof Top Replacement
ATTN:	Brian Roche	PHONE:	630-327-1146 FAX:
EMAIL:	broche@invillapark.com	QUOTE #:	061923-01 DATE: 6/19/23

Brian, as per your request, please consider this a proposal to replace the existing 5-ton and 3-ton rooftop units serving main board room and small conference room on second floor. The installation to include two new gas/electric roof top units to feed these areas and the following:

- One York 5-ton roof top unit, 14-SEER, 208/230/3, R410a refrigerant, model #ZE060H12A2A1AAA1A3
- One 5-ton economizer kit
- One York 3-ton roof top unit, 14-SEER, 208/230/3, R410a refrigerant, model #ZE036H10A2A1AAA1A3
- One 3-ton economizer kit
- Demolition of existing equipment and removal from site.
- All necessary electrical wiring including disconnect switches for each unit.
- All necessary sheet metal work to reconnect new units.
- All necessary gas piping, which will be ran from boiler room up exterior west wall of building and onto roof.
- Furnish additional steel on top of roof rails feeding 3-ton roof top unit to allow unit to sit properly on rails.
- All necessary crane work.
- All necessary boom lift rentals for gas pipe installation.
- Furnish all necessary labor, parts, and material to complete installation in a satisfactory manner.
- Price does not include any permits, bonds, or fees.
- All work is to be performed during normal working hours, Monday thru Friday, 7:00am to 3:30pm.
- C. Acitelli Heating & Piping Contractors, Inc. shall guarantee all labor parts and material for a period of one year.
- York warranty: 5 year compressor/parts warranty, 10 year heat exchanger warranty.

OUR PRICE FOR THE ABOVE:

Forty-two thousand four hundred forty-six and 00/100 **DOLLARS** **$42,446.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Authorized Signature Charles Acitelli, Jr.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature _____

Date of Acceptance _____

Print Name _____

Small Sunline 3-6 Ton Package

York Single Package R-410A Air Conditioner

Project Name: **Default Name**

Unit Model #: **ZE036H10A2A1AAA1A3**

Quantity: **1**

System: **ZE036H10A2A1AAA1A3**

No Performance Data Available

Run Performance to view metrics

3 Ton

- York Units are Manufactured at an ISO 9001 Registered Facility and Each Rooftop is Completely Computer-Run Tested Prior to Shipment.

Unit Features

- Single Stage Gas Aluminum Steel
- Single Stage Cooling
- 100 MBH Input
- Unit Cabinet Constructed of Powder Painted Steel, Certified At 750 Hours Salt Spray Test (ASTM B-117 Standards)
- Either Supply and/or Return can be Field Converted from Vertical to Horizontal Configuration without Cutting Panels.
- Full Perimeter Base Rails with Built in Rigging Capabilities
- Scroll Compressor
- 1/2 HP Direct Drive Blower
- Unit Ships with 1" Throwaway Filters
- Solid Core Liquid Line Filter Driers
- Replacement Filters: 2 - (15" x 20" x 1" or 2") and 1 - (14" x 25" x 1" or 2"). Unit accepts 1" or 2" wide filters.
- Single Point Power Connection
- Through-the-Curb and Through-The-Base Utility Connections
- Short Circuit Current: 5kA RMS Symmetrical
- Microchannel All Aluminum Condenser Coil, Copper tube/Aluminum fin Evaporator Coil
- Galvanized Steel Drain Pan
- Standard Access Doors

BAS Controller

- Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors.

Standard Unit Controller: Smart Equipment Control Board

- An Integrated Low-Ambient Control, Anti-Short Cycle Protection, Lead-Lag, Fan On and Fan off Delays, Low Voltage Protection, On-Board Diagnostic and Fault Code Display. Allows all units to operate in the cooling mode down to 0 °F outdoor ambient without additional components or intervention.
- Safety Monitoring - Monitors the High and Low-Pressure Switches, the Freezestats, the Gas Valve, if Applicable, and the Temperature Limit Switch on Gas and Electric Heat Units. The Unit Control Board will Alarm on Ignition Failures, Safety Lockouts and Repeated Limit Switch Trips.

Warranty

- One (1) Year Limited Warranty on the Complete Unit
- Five (5) Year Warranty - Compressors and Electric Heater Elements
- Ten (10) Year Warranty - Aluminized Heat Exchanger

Small Sunline 3-6 Ton Package

York Single Package R-410A Air Conditioner

Project Name: **Default Name** | Unit Model #: **ZE036H10A2A1AAA1A3**

Quantity: **1** | System: **ZE036H10A2A1AAA1A3**

Factory Installed Options

ZE036H10A2A1AAA1A3

Equipment Options		Option(s) Selected
Product Category:	**ZE**	Single Packaged R-410A Air Conditioner 12.0 EER / 14.0 SEER
Nominal Cooling Capacity:	**036**	3 Ton Single Stage Cooling
Heat Type and Nominal Heat Capacity:	**H10**	Single Stage Gas Aluminum Steel 100 MBH Input
Blower Option:	**A**	Direct Drive 1/2 HP Direct Drive Blower
Voltage:	**2**	208/230-3-60
Outside Air Option:	**A**	
Service Options:	**1**	
Sensor Options:	**A**	
Controls:	**A**	Smart Equipment Controller including Discharge Air, Return Air, and Outdoor Air Temperature Sensors.
Refrigeration:	**A**	Microchannel All Aluminum Condenser Coil, Copper tube/Aluminum fin Evaporator Coil
Additional Options:	**1**	1" Throwaway Filters
Cabinet Options:	**A**	Galvanized Steel Drain Pan Standard Access Doors
Product Generation:	**3**	

Field Installed Accessories

- ○ 1BD0401 - Burglar Bars (25.0 lbs)
- ○ 1CG0401 - Coil Guard (11.0 lbs)
- ○ 1CV0402 - Concentric Diffuser,Flush Mount,18RD
- ○ 1CV0411 - Concentric Diffuser,Side Discharge,18RD (55.0 lbs)
- ○ 1CV0419 - Concentric Diffuser,Specialty,18X18
- ○ 1FA0403 - Manual O.A. Damper with Hood Kit- 0% to 35% Capability (9.0 lbs)
- ○ 1FA0404 - Manual O.A. Damper with Hood Kit- 0% to 100% Capability (15.0 lbs)
- ○ 1FE0405 - Flue Extension Kit (25.0 lbs)
- ○ 1GP0401 - Gas Piping Kit for Bottom Gas Supply Connection with External Shut-Off (includes: Internal gas pipe, fittings, gas cock & panel gaskets) (5.0 lbs)
- ○ 1HG0401 - Hail Guard Kit (51.0 lbs)
- ○ 1LN0406 - Low NOx Kit - Required to reduce the emission of nitrogen oxides below 40 nanograms per joule.
- ○ 1NP0440 - Natural Gas to Propane Conversion Kit (1-Stage) (1.0 lbs)
- ○ 1RC0434 - Roof Curb - 14" High, Flat, Uninsulated, Full Perimeter (Shipped Knocked Down) (86.0 lbs)
- ○ 1RC0442 - Roof Curb - 12" High, Flat, Uninsulated, Full Perimeter (Shipped Knocked Down) (78.0 lbs)
- ○ 1RC0465 - Roof Curb - 8" High, Flat, Uninsulated, Full Perimeter (Shipped Knocked Down) (67.0 lbs)
- ○ 1WC0411 - Wooden Crate for extra protection during shipping and handling (302.0 lbs)
- ○ 2AP0402 - Air Proving Switch (1.0 lbs)
- ○ 2DF0403 - Dirty Filter Switch (1.0 lbs)
- ○ 2EE04709024 - Dry Bulb Low Leak Economizer (Hood Kit included for field assembly and installation) (50.0 lbs)

- ○ 2EE04709124 - BAS Low Leak Economizer with 2-10VDC Actuator w/o Barometric Relief (50.0 lbs)
- ○ 2LA04704311 - Low Ambient Kit (2.2 lbs)
- ○ 2MD04700524 - Motorized O.A. Damper - Provides outdoor air intake when indoor fan is energized. Closes when fan shuts off. (35.0 lbs)
- ○ 2SD04701724 - Smoke Detector Kit w/ Mounting Hardware for Supply or Return Air (Horizontal/Downflow) (16.5 lbs)
- ○ S1-03102529000 - Non-Networking Wall Sensor – Allows remote sensing and control from single or multiple zones. (0.2 lbs)
- ○ S1-03102529004 - Non-Networking Wall Sensor with Over-ride button – Allows remote sensing and control from single or multiple zones. Override allows setpoint to be overridden for 2 hour time period. (0.2 lbs)
- ○ S1-ADDWIRE - Add-a-Wire allows 5-wire thermostats to use only 4 wires. (0.3 lbs)
- ○ S1-CTSDTS - CTS Wired Temperature Sensor for thermostat | Duct *Also works for LX Series (0.3 lbs)
- ○ S1-CTSHTS - CTS Hardwired Temperature Sensor for CTS Thermostats *Works with LX series as well (0.2 lbs)
- ○ S1-CTSPLATE - Wall Plate for CTS Thermostats *Also works for new platform LX series models below (0.0 lbs)
- ○ S1-CTSWFTS - CTS Temperature Sensor with WiFi for CTS Thermostats *Also works with LX Series (0.1 lbs)
- ○ S1-LXLOCK - Locking Ring For LX-Series Thermostats (0.4 lbs)
- ○ S1-LXPLATE - Wall Plate For LX-Series Thermostats (0.0 lbs)
- ○ S1-LXWFM - For LX Series Thermostats - WiFi Communication (0.1 lbs)
- ○ S1-MP-PRTKIT-0P - MAP (Multiple Access Portal) Gateway Kit- Replacement MAP gateway protective case, lanyard and communication cable. Use only to replace worn or damaged components. (0.3 lbs)
- ○ S1-NSB8BHN041-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, No Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- ○ S1-NSB8BHN043-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, No Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- ○ S1-NSB8BHN141-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, Warmer/Cooler Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- ○ S1-NSB8BHN143-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, Warmer/Cooler Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- ○ S1-NSB8BHN240-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, Full Display, WHITE, JCI LOGO, NS8000 Series (0.4 lbs)
- ○ S1-NSB8BHN241-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, Full Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- ○ S1-NSB8BHN243-0 - Wall Temperature and 3% Relative Humidity Combined Sensor, Full Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- ○ S1-NSB8BPN240-0 - Wall Temperature and 2% Relative Humidity Combined Sensor, Full Display, WHITE, JCI LOGO, NS8000 Series (0.4 lbs)
- ○ S1-NSB8BPN241-0 - Wall Temperature and 2% Relative Humidity Combined Sensor, Full Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- ○ S1-NSB8BPN243-0 - Wall Temperature and 2% Relative Humidity Combined Sensor, Full Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- ○ S1-NSB8BTN041-0 - Wall Temperature Sensor, No Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- ○ S1-NSB8BTN043-0 - Wall Temperature Sensor, No Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- ○ S1-NSB8BTN141-0 - Wall Temperature Sensor, Warmer/Cooler Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- ○ S1-NSB8BTN143-0 - Wall Temperature Sensor, Warmer/Cooler Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- ○ S1-NSB8BTN240-0 - Wall Temperature Sensor, Full Display, WHITE, JCI LOGO, NS8000 Series (0.4 lbs)
- ○ S1-NSB8BTN241-0 - Wall Temperature Sensor, Full Display, WHITE, NO JCI LOGO, NS8000 Series (0.4 lbs)
- ○ S1-NSB8BTN243-0 - Wall Temperature Sensor, Full Display, BLACK, NO JCI LOGO, NS8000 Series (0.4 lbs)
- ○ S1-SE-COM1001-0 - Field Installed Communication Card for Simplicity SE control. Can be field configurable for BACnet, N2 or ModBUS MSTP (0.0 lbs)
- ○ S1-TBSU305-Y - York Branded LX Series | 3" LCD Display | 3/4 Stage Heating | 2 Stage Cooling | (5+1+1) 7-day Programmable (1.0 lbs)
- ○ S1-TEC3030-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, RTU/HEAT PUMP WITH ECON,FULL COLOR, WHITE, JCI LOGO (0.8 lbs)

- ○ S1-TEC3030-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, RTU/HEAT PUMP WITH ECON, AND FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ○ S1-TEC3031-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, RTU/HEAT PUMP WITH ECON, OCC SENSOR, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ○ S1-TEC3031-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, ZIGBEE PRO WIRELESS COMMUNICATION, RTU/HEAT PUMP WITH ECON, OCC SENSOR, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ○ S1-TEC3630-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, RTU/HEAT PUMP WITH ECON,FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ○ S1-TEC3630-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, RTU/HEAT PUMP WITH ECON,FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ○ S1-TEC3631-14-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, RTU/HEAT PUMP WITH ECON, OCC SENSOR, FULL COLOR, WHITE, JCI LOGO (0.8 lbs)
- ○ S1-TEC3631-16-000 - 7 DAY PROGRAMMABLE THERMOSTAT, OPTIONAL MSTP OR N2 COMMUNICATION, RTU/HEAT PUMP WITH ECON, OCC SENSOR, FULL COLOR, WHITE, NO LOGO (0.8 lbs)
- ○ S1-YK/AN-RSO-ACI - Non-Networking Wall Sensor with Setpoint Adjustment and Over-ride Button – Allows remote sensing and control from single or multiple zones. (1.0 lbs)
- ○ S1-YK-MAP1810-0P - MAP (Multiple Access Portal) Gateway- For use with SimplicitySE Control. (0.2 lbs)
- ○ S1-YK-MAP1810-0S - Stationary MAP Gateway (Includes MAP Gateway, Field Bus Adapter, Mounting Bracket and 100 to 240 VAC Power Supply). US-compatible counties. (1.9 lbs)

Small Sunline 3-6 Ton Package

York Single Package R-410A Air Conditioner

Project Name: **Default Name** Unit Model #: **ZE036H10A2A1AAA1A3**

Quantity: **1**

Consolidated Drawing

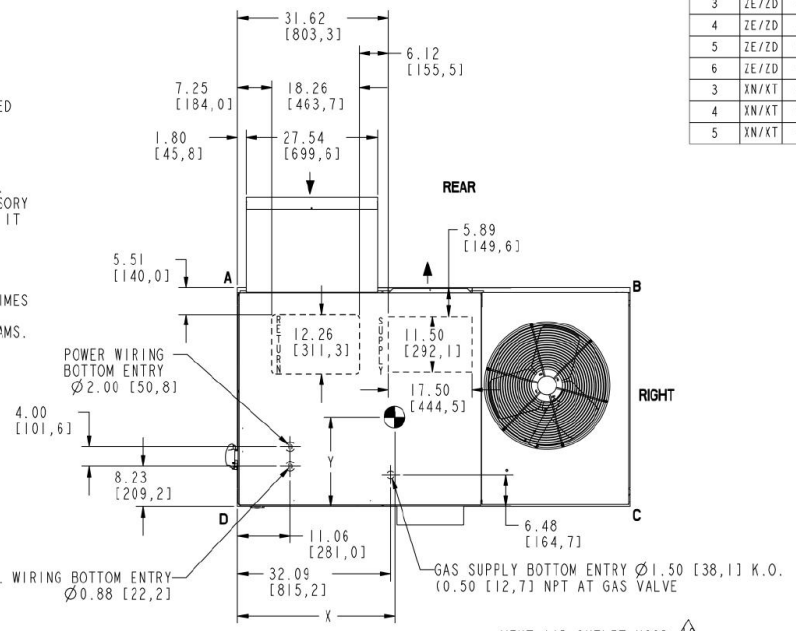
NOTES:
1. FOR OUTDOOR USE ONLY.
2. WEIGHTS SHOWN ARE FOR COOLING ONLY UNITS.
3. MIN. CLEARANCES TO BE:
   - RIGHT SIDE: 24 [609,6]
   - LEFT SIDE: 24 [609,6] (LESS ECONOMIZER) 36 [914,4] (WITH ECONOMIZER)
   - FRONT: 24 [609,6] (COOLING/ELECTRIC HEAT) 32 [812,8] (GAS HEAT)
   - REAR: 12 [304,8] (LESS ECONOMIZER) 36 [914,4] (WITH ECONOMIZER OR FIXED AIR/MOTORIZED DAMPER)
   - TOP: 72 [1828,8]
   - BOTTOM: 0 [0]
4. FOR SMALLER SERVICE AND OPERATIONAL CLEARANCES CONTACT YOUR APPLICATION ENGINEERING DEPARTMENT.
5. DOWNFLOW DUCTS DESIGNED TO BE ATTACHED TO ACCESSORY ROOF CURB ONLY. IF UNIT IS MOUNTED SIDE SUPPLY, IT IS RECOMMENDED THAT THE DUCTS ARE SUPPORTED BY CROSS BRACES, AS DONE ON ACCESSORY ROOF CURBS.
6. SIDE DUCT FLANGES ARE 0.875" [22,2] HIGH. BOTTOM DUCTS DO NOT HAVE FLANGES.
7. MINIMUM CONDENSATION TRAP HEIGHT SHALL BE 1.5 TIMES THE LOWEST NEGATIVE STATIC.
8. DIMENSIONS IN [ ] ARE IN MILLIMETERS OR KILOGRAMS.
9. OPTIONAL COIL GUARD, GAS HEAT, ECONOMIZER HOOD, DISCONNECT SWITCH, CONVENIENCE OUTLET, AND OUTLET/INLET HOOD SHOWN.

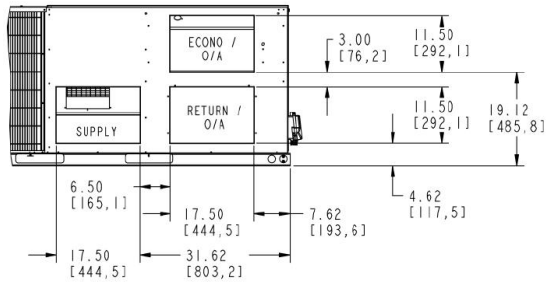
⚠10 EXCEPT XN/XT (HEAT PUMP) UNITS.

→ DIRECTION OF AIRFLOW

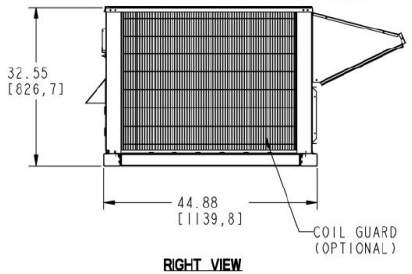
CENTER OF GRAVITY

TONNAGE	UNIT	OPERATING WEIGHT (LBS) (BASE UNIT)	CENTER OF GRAVITY LOCATION (BASE UNIT)		4 POINT CORNER LOADS (LBS) (BASE UNIT)			
			X	Y	A	B	C	D
3	ZE/ZD	470 [213]	34.5 [876,3]	18.25 [463,6]	111 [50]	80 [36]	117 [53]	162 [73]
4	ZE/ZD	598 [271]	36 [914,4]	18.50 [469,9]	139 [63]	108 [49]	154 [70]	198 [90]
5	ZE/ZD	632 [287]	37.5 [952,5]	18.2 [462,3]	139 [63]	117 [53]	171 [78]	204 [93]
6	ZE/ZD	665 [302]	35.5 [901.7]	17.75 [450.8]	150 [68]	114 [52]	173 [78]	228 [103]
3	XN/XT	610 [277]	38.3 [972,8]	18.75 [476,3]	136 [62]	119 [54]	165 [75]	190 [86]
4	XN/XT	616 [279]	38.2 [970,3]	18.4 [467,4]	135 [61]	117 [53]	169 [77]	195 [88]
5	XN/XT	620 [281]	38.6 [980,4]	18 [457,2]	132 [60]	117 [53]	174 [79]	197 [89]

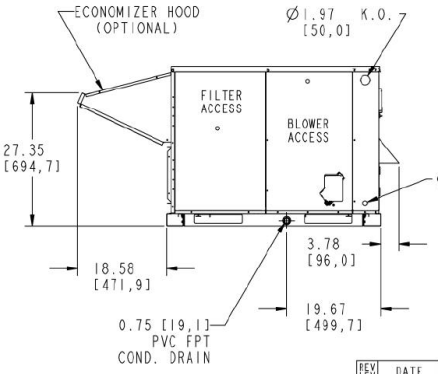




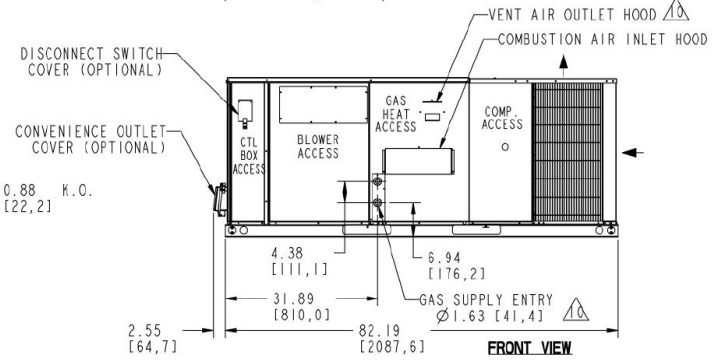
REAR (PARTIAL VIEW)
(RAIN HOOD NOT SHOWN IN THIS VIEW)



RIGHT VIEW



LEFT VIEW



FRONT VIEW

REV LEV	DATE	REVISION RECORD	EC NO	DR	CK	ENG
A	12-21-10	NEW DRAWING	---	LO	RDH	---
B	09-08-11	CHANGED OPERATING & CORNER WEIGHTS FOR 3,4 & 5T (GEN 2)	19126	LO	RCF	KMC
C	11-25-14	ADDED ZE/ZD &XN/XT MODELS	30683	LO	RDH	KMC
D	07-30-18	ADDED ZE/ZD 6 TON MODEL & REMOVED OBSOLETE DATA	60489	SMD	LOP	CB

THIRD ANGLE PROJECTION

	NAME	DATE
DRN	L.OEHM	12-21-10
CHK	T.PERKINS	12-21-10
ENG	----	----
MFG		

SCALE 0.085

ALL PROPRIETARY RIGHTS IN THE SUBJECT MATTER HEREOF ARE RESERVED AND NO PERMISSION IS GRANTED TO REPRODUCE THIS PRINT IN WHOLE OR IN PART OR DISCLOSE ANY OF THE INFORMATION UPON IT TO OTHERS WITHOUT WRITTEN RELEASE BY JOHNSON CONTROLS

DRAWING PER ASME Y14.5-2009
TOLERANCES UNLESS OTHERWISE SPECIFIED:
ONE PLACE DECIMAL = ± .1
TWO PLACE DECIMAL = ± .03
THREE PLACE DECIMAL = ± .010
ANGLES = ± 2°
DIMENSIONS ARE IN INCHES
DO NOT SCALE PRINT

SUBMITTAL DWG, SM SUNLINE, 3-6 TONS

JOHNSON CONTROLS
UNITARY PRODUCTS GROUP
NORMAN, OK 73069

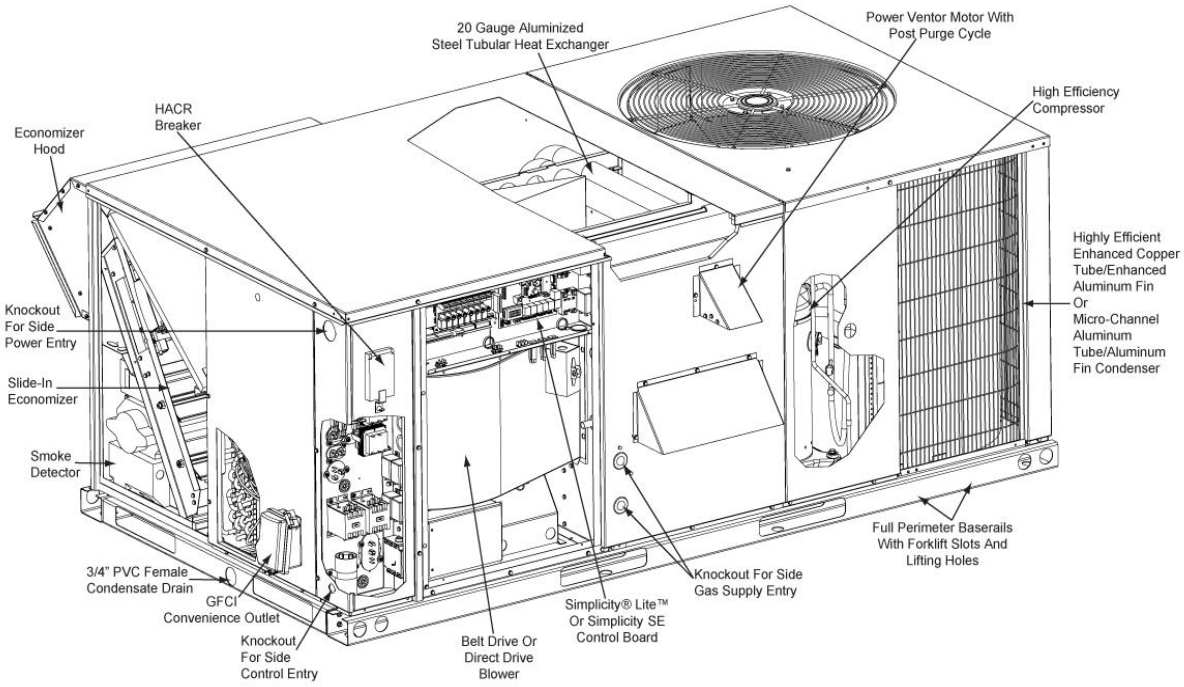
SAFETY AND KEY CHARACTERISTICS PER BE-PDP-STD-01

MATERIAL
TYPE NOT APPLICABLE
ENG SPEC NOT APPLICABLE
SIZE

DWG NO. UST-SSL-10DF32H REV D
PART NO.
SHT NO 1 OF 1

Component Location

Gas/Electric



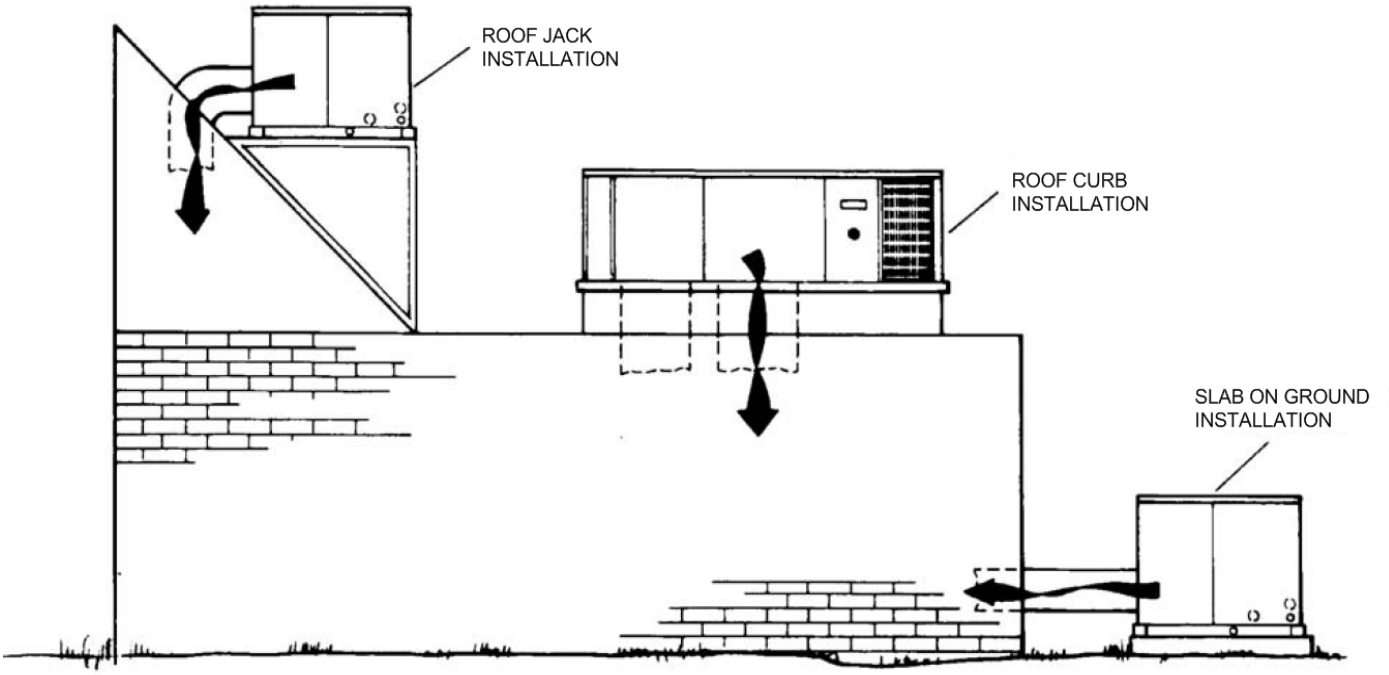
Small Sunline 3-6 Ton Package

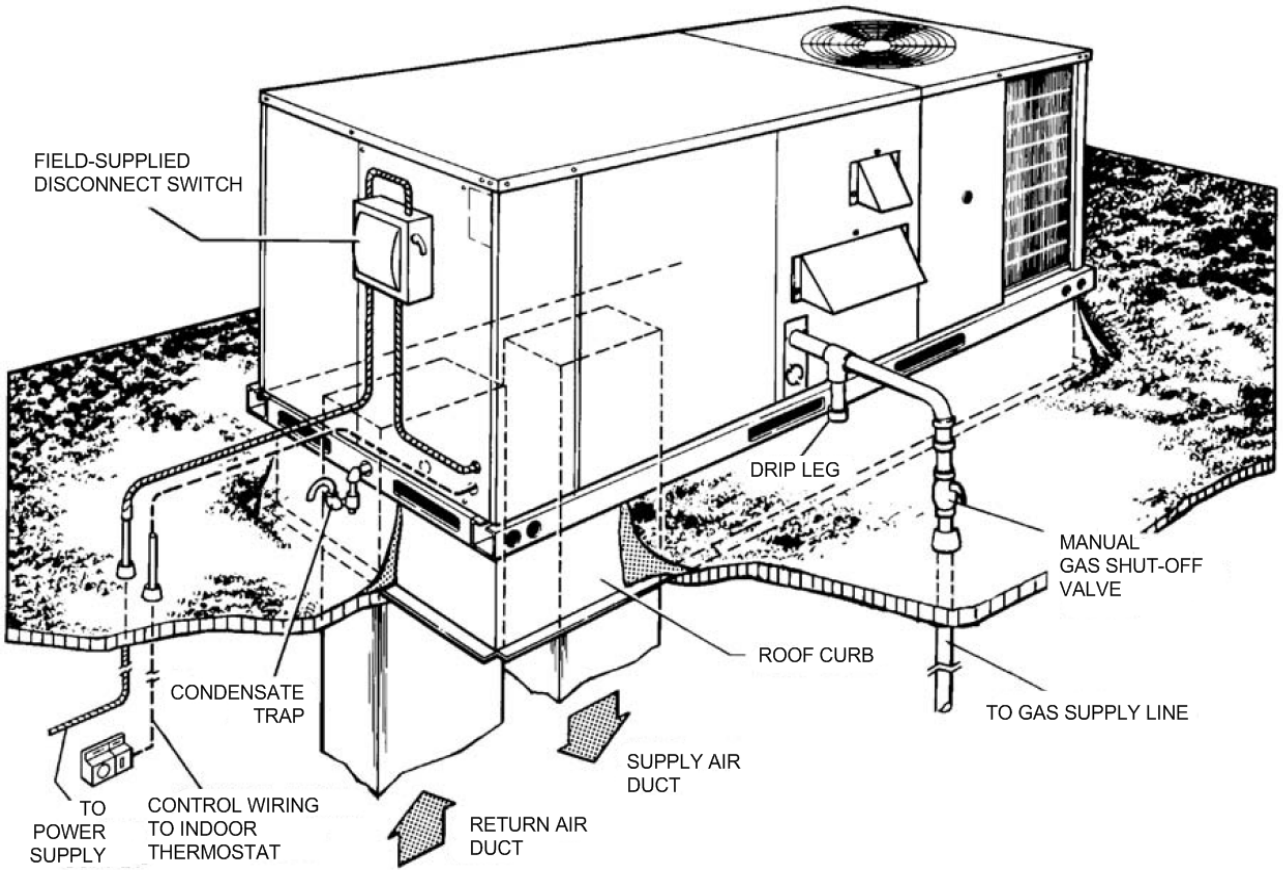
York Single Package R-410A Air Conditioner

Project Name: **Default Name** Unit Model #: **ZE036H10A2A1AAA1A3**

Quantity: **1**

Typical Application





Small Sunline 3-6 Ton Package

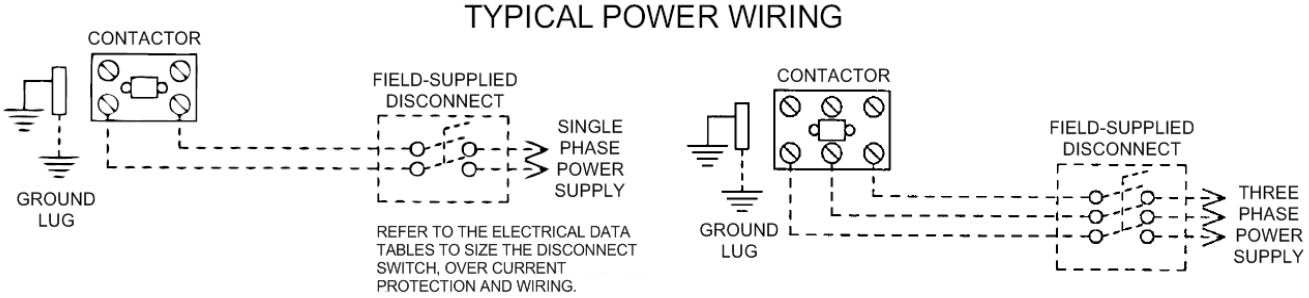
York Single Package R-410A Air Conditioner

Project Name: **Default Name** Unit Model #: **ZE036H10A2A1AAA1A3**

Quantity: **1**

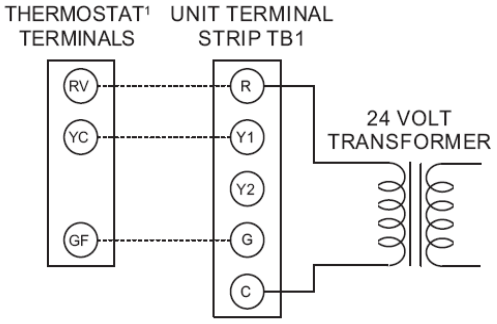
Typical Field Power and Control Wiring

TYPICAL POWER WIRING



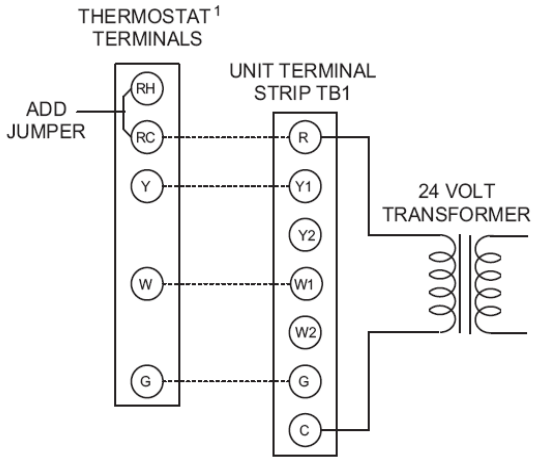
TYPICAL COOL/HEAT CONTROL WIRING

COOLING ONLY (24 VOLT THERMOSTAT)



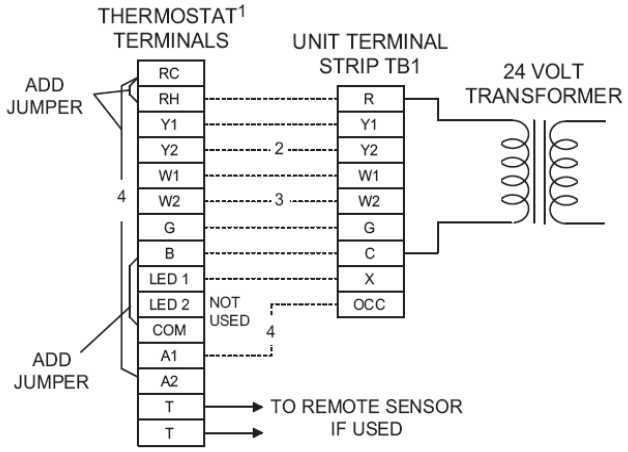
[1]24 VOLT THERMOSTAT. TO CONTROL THE ECONOMIZER ON SECOND STAGE COOLING, USE A 2 STAGE COOLING THERMOSTAT.

COOLING / HEATING (24 VOLT THERMOSTAT)



[1]24 VOLT THERMOSTAT. TO CONTROL THE ECONOMIZER ON THE SECOND STAGE COOLING OR TO HAVE AN ELECTRIC HEAT ACCESSORY WITH TWO STAGES OF HEAT, USE A 2 STAGE COOL AND HEAT THERMOSTAT.

COOLING / HEATING (ELECTRONIC THERMOSTAT) MULTI STAGE



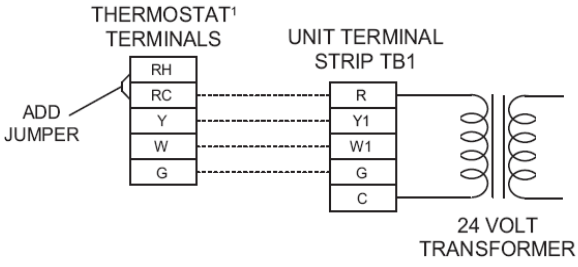
[1] ELECTRONIC PROGRAMMABLE THERMOSTAT TYPICAL.

[2] SECOND STAGE COOLING IS NOT REQUIRED ON UNITS LESS ECONOMIZER.

[3] SECOND STAGE HEATING IS ONLY REQUIRED ON UNITS WITH A TWO STAGE ELECTRIC HEATER OR 2 STAGE GAS HEAT.

[4] REMOVE JUMPER J2 FROM TERMINALS 4 AND 9 ON JUMPER PLUG CONNECTOR P6 ON UNITS WITH ECONOMIZER. TERMINALS A1 AND A2 PROVIDE A RELAY OUT-PUT TO CLOSE THE OUTDOOR ECONOMIZER DAMPERS WHEN THE THERMOSTAT SWITCHES TO THE SET-BACK POSITION.

COOLING / HEATING (ELECTRONIC THERMOSTAT) SINGLE STAGE



[1]ELECTRONIC PROGRAMMABLE THERMOSTAT TYPICAL. TO CONTROL THE ECONOMIZER ON SECOND STAGE COOLING, USE A 2 STAGE COOL AND HEAT THERMOSTAT.

Date
06/19/2023
Project Name
Default Name
Project Number
Client / Purchaser

Guide Specification Summary Page

Product Series	Models and Unit Tags
Small Sunline 3-6 Ton Package	ZE036H10A2A1AAA1A3

GENERAL

York Sunline units are convertible single package units. Although the units are primarily designed for curb mounting on a roof, they can also be slab-mounted at ground level or set on steel beams above a finished roof. Cooling only, cooling with gas heat, cooling with electric heat and heat pump with electric heat models are available with a wide variety of factory mounted options and field-installed accessories to make them suitable for almost every application. All units are self-contained and assembled on full perimeter base rails with holes in the four corners for overhead rigging. Every unit is completely piped, wired, charged and tested at the factory to simplify the field installation and to provide years of dependable operation. All models (including those with an economizer) are suitable for either bottom or horizontal duct connections. Models with power exhaust are suitable for bottom duct connections only. For bottom duct, remove the sheet metal panels from the supply and return air openings through the base of the unit. For horizontal duct, remove the supply and return air panels on the rear of the unit.

All non-Scroll compressors include crankcase heaters and all compressors have internal pressure relief. Every refrigerant circuit includes a liquid line filter-drier, a discharge line high pressure switch and a suction line with a freezestat and low pressure/loss of charge switch.The unit control circuit includes a 75 VA transformer, a 24-volt circuit breaker and a relay board with a compressor lockout circuit, a terminal strip for thermostat wiring, plus an additional set of pin connectors to simplify the interface of additional field controls. All models are CSA listed. All models include a 1-year limited warranty on the complete unit. Compressors and factory installed electric heater elements carry a 5-year warranty. Aluminized steel and Stainless steel tubular heat exchangers carry a 10-year warranty.

DESCRIPTION

Units shall be factory-assembled, single packaged, Electric Cooling/Gas Heat, Electric Cooling/Optional Electric Heat, Heat Pump/Optional Electric Heat and are designed for outdoor mounted installation

The 3 ton, 4 ton, and 5 ton units shall have minimum SEER rating of 14.0 with heat pumps having a 8.0 H.S.P.F. The 6 ton units shall have a minimum IEER rating of 14.2. They shall have built-in field convertible duct connections for down discharge supply/return or horizontal discharge supply/return, and be available with factory installed options or field installed accessories. The units shall be factory wired, piped, charged with R-410A refrigerant and factory tested prior to shipment. All unit wiring shall be both numbered and color coded. All units the cooling performance shall be rated in accordance with DOE and AHRI test procedures. Units shall be CSA listed, classified to ANSI Z21.47, UL 1995/CSA No. 236 standards.

UNIT CABINET

Unit cabinet shall be constructed of galvanized steel, with exterior surfaces coated with a non-chalking, powdered paint finish, certified at 750-hour salt spray test per ASTMB117 standards. Indoor blower section shall be insulated with a minimum 1/2” thick insulation, coated on the airside. Aluminum foil faced insulation shall be used in the furnace compartment and be fastened with ridged fasteners to prevent insulation from entering the air stream. Cabinet panels shall be “large” size, easily removable for servicing and maintenance. Full perimeter base rails shall be provided to assure reliable transit of equipment, overhead rigging and proper sealing on roof curb applications. Disposable 1" filters shall be furnished and be accessible through a removable access door, sealed airtight. Units filter track shall be designed to accommodate either 1" or 2" filters. Fan performance measuring ports shall be provided on the outside of the cabinet to allow accurate air measurements of evaporator fan performance without removing panels or creating air by-pass of the coils. Condensate pan shall be internally sloped and conform to ASHRAE 62-89 selfdraining standards. Condensate connection shall be a minimum of 3/4” I.D. female and be a ridged mount connection.

INDOOR (EVAPORATOR) FAN ASSEMBLY

The indoor fan shall be a factory installed direct-drive or beltdrive assembly that includes an adjustable pitch motor pulley. Job site selected brake horsepower (B.H.P.) shall not exceed the motors nameplate horsepower rating, plus the service factor. Units shall be designed not to operate above service factor. Fan wheel shall be double-inlet type with forward-curved blades, dynamically balanced to operate smoothly throughout the entire range of operation. Airflow design shall be constant air volume. Bearings shall be sealed and permanently lubricated for longer life and no maintenance.

OUTDOOR (CONDENSER) FAN ASSEMBLY

The outdoor fan shall be of the direct-drive propeller type (3-5 ton units), discharge air vertically, have aluminum blades riveted to a corrosion resistant steel spider bracket and shall be dynamically balanced for smooth operation. The outdoor fan motor shall be totally enclosed with permanently lubricated bearings, internally protected against overload conditions and staged independently.

REFRIGERANT COMPONENTS

Compressors:

a. Shall be internally protected with internal high-pressure relief and over temperature protection.
b. Shall have internal spring isolation and sound muffling to minimize vibration and noise, and be externally isolated on a dedicated, independent mounting.

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section: New Business

Subject:
Consideration of 38th Officer with the Police Department

Suggested Action:
At the May 22 meeting, the Village Board approved a Local Task Force Agreement with the Department of Justice allowing one Villa Park officer to participate in a Chicago Field Division Task Force for a period of approximately two years. Additionally, the Village has been in discussions with School District 45 for the School Resource Officer (SRO) to be approved by the board at the upcoming meeting. While these are necessary community partnerships, it also means that the department is down officers for regular staffing and patrols. To address this, it is requested the Village consider approving a full-time Patrol Officer, bringing the total number of sworn officers to thirty-eight (38).

Attachments:
Memo - 38th Officer Request.docx

VILLA PARK POLICE DEPARTMENT

DEPARTMENTAL MEMORANDUM

DATE: June 22, 2023

TO: Matt Harline, Village Manager

FROM: Mike Rivas, Chief of Police

Re: 38th Patrol Officer

BACKGROUND

At the May 22 meeting, the Village Board approved a Local Task Force Agreement with the Department of Justice allowing one Villa Park officer to participate in a Chicago Field Division Task Force for a period of approximately two years. Additionally, the Village has been in discussions with School District 45 for the School Resource Officer (SRO) to be approved by the board at the upcoming meeting. While these are necessary community partnerships, it also means that the department is down officers for regular staffing and patrols. To address this, it is requested the Village consider approving a full-time Patrol Officer, bringing the total number of sworn officers to thirty-eight (38).

FINANCIAL IMPACT

The estimated impact to the 2023 budget is approximately $77,400. This includes the officer's prorated salary and benefits for the remainder of the year, the village's pension obligations, and training costs including attendance at the SLEA Police Academy. The budgetary impacts for calendar year 2024 are approximately $159,700, which includes the salary as outlined by the collective bargaining agreement, benefits and pension obligations.

A significant portion of the new Patrol Officers salary will be offset by the proposed cost share agreement for the SRO. The proposed agreement with School District 45 for the SRO would begin as early as August 2023. This agreement has a salary share between the District and Village of 60/40, respectively. The District would cover 60% of the officers salary, benefits and pension obligations. This cost share agreement would provide some additional funding to cover a significant portion of the 38th officers salary and benefits. Additionally, the department continues to look for grant opportunities and partnerships to offset costs and support programs.

STAFF RECOMMENDATION

It is staffs strong recommendation to add the 38th Patrol Officer. There is an upcoming spot in the upcoming SLEA Police Academy for August 28-December 15, 2023, Academy. It would still take three (3) months before that officer is able to ride in a squad alone after the academy and the Field Training Program. The approval to move forward with the additional officer would allow the Police Department to send the next potential candidate on the hiring list to the Academy and ensure there are no delays in onboarding a new officer.

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Resolutions
Agenda Section: New Business

Subject:
Authorize an Intergovernmental Agreement between the Village of Villa Park with District 45 for a Student Resource Officer.

Suggested Action:

Attachments:
DRAFT SRO Agreement with SD45 6.20.23(1149447.1).docx

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK, AND DUPAGE SCHOOL DISTRICT 45 FOR SCHOOL RESOURCE OFFICER SERVICE

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into as of_____, 2023 (the *"Effective Date")* between the Village of Villa Park, an Illinois municipal corporation, and the Board of Education of School District 45, an Illinois school district (the *"D45"* or *"District").*

WITNESSETH:

WHEREAS, the Village as a unit of local government and the District as a school district, as defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.),* have found it to be in their best interests to work together to provide school resource officers, as set forth hereinafter; and,

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

WHEREAS, the Village and the District, agree that the School Resource Officer Program as described in this Agreement is in the best interests of the District and the Village; and

WHEREAS, the District desires to have the services of a sworn police officer available who will act as a School Resource Officer (an *"SRO")* at the Jefferson Middle School and Jackson Middle School which are administered by the District; and

WHEREAS, the Village is willing to assign a sworn police officer to serve as an SRO to Jefferson Middle School and Jackson Middle School, under the terms of this Agreement.

WHEREAS, the assigned SRO will also assist with matters at the D45 Elementary Schools in Villa Park, under the terms of this agreement,

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, and other valuable consideration set forth in this Agreement, the receipt and sufficiency whereof are herein acknowledged, the parties hereto agree as follows:

1. Mission and Objectives. The Mission Statement and SRO Program Objectives are described in Exhibit A, attached to and by this reference incorporated into this Agreement.

2. Village of Villa Park to Assign SRO. The Village of Villa Park will assign one (1) sworn police officer to act as an SRO for District 45 Schools in Villa Park under the terms of this Agreement. Upon written agreement of the Village of Villa Park and the District, the Village of Villa Park may provide additional sworn police officers to the District pursuant to the terms of this Agreement.

3. Term of Agreement. This Agreement shall be in full force and effect beginning on the first day of student attendance in August 2023 and ending on June 30, 2024

("Term"), and shall remain in full force and effect thereafter for succeeding one year terms ("Extended Term"), unless terminated as provided for herein.

4. Termination. Any party may terminate this Agreement at any time during the Term and any Extended Term by providing the other parties with sixty (60) days prior written notice of termination.

5. Notice. All notices desired or required to be given hereunder shall be given in writing and sent via first class mail to:

Village of Villa Park	DuPage School District 45
Attn: Village Manager	Attn: Superintendent
Copy to: Chief of Police	Copy to: Chief Financial Officer
20 S. Ardmore Avenue	255 W Vermont Street
Villa Park, Illinois 60181	Villa Park, Illinois 60181

6. Assignment of SRO to D45 (Jackson Middle School/Jefferson Middle School); Hours. Beginning in August 2023 on the first day students are in attendance in the District, and continuing for each day of student attendance until the last day of student attendance in the District, a Village of Villa Park police officer selected by the Village as provided in this Agreement will be assigned by the Chief of Police or the Chief's designee (collectively the "Chief of Police") to serve as an SRO at D45 during school days when school is in session and at after-school-hours events as agreed to between the Village of Villa Park and the District on a case by case basis. The hours the SRO will serve for each regular school day at D45 are estimated to be 8.00 hours *("Regular Hours").* Hours served longer than 8.00 Regular Hours will be deemed overtime hours *("Overtime").* Changes to the Regular Hours will be determined jointly by the Superintendent or the Superintendent's designee (collectively the *"Superintendent")* and the Chief of Police. On days the SRO is not reporting to D45, the SRO will report to the Villa Park Police Department.

7. Duties of SRO. The duties of the SRO will be established and assigned in accordance with the objectives set forth as the "Police Resource Officer - General Guidelines" attached to and by this reference incorporated into this Agreement as Exhibit B. The SRO also will perform other duties at D45 consistent with the objectives set forth in Exhibit B and that are assigned by the Chief of Police and the Superintendent, acting jointly. Other general standards may be determined by the parties.

8. Specialized Training. The SRO will receive specialized training to work with youth at a school site and comply with Public Act 100-0984 for SRO beginning January 1, 2021. Although the SRO will consult and coordinate with the school administration, the SRO functions as a police officer and will carry out his or her duties and responsibilities accordingly. The SRO will not act as a school disciplinarian, which is the responsibility of the school administration.

9. SRO Reporting. The SRO will report to the Chief of Police and to the Superintendent. The Villa Park Police Department Chief of Police must approve any directives from D45 officials that are contrary to Villa Park Police Department policy.

10. Issue Resolution. All issues that cannot be resolved or answered between the SRO and District officials will be submitted to the Superintendent and the SRO's Chief of Police for resolution.

11. Selection of SRO. The Chief of Police will collaborate with the Superintendent to select, assign, replace, and/or reassign the SRO. When selecting a new SRO, the Chief of Police will submit names to the Superintendent of suitable officers and their qualifications for consideration as a SRO. The Chief of Police will make the final selection of the SRO, in consultation with the Superintendent. The Chief of Police will not appoint a person as a SRO to whom the Superintendent objects for good reason. If the Chief of Police decides to reassign the SRO to the Police Department, then the Chief of Police will endeavor to provide written notice to the Superintendent not less than thirty (30) days prior to the reassignment. The notice period may be shorter in the case of exigent circumstances. The Chief of Police and the Superintendent will collaborate during the notice period about candidates to replace the reassigned SRO.

Candidates for a SRO must be in good standing with the Village and have the following qualifications: (1) certification from the Illinois Law Enforcement Training and Standards Board, (2) completion of a 40-hour basic SRO training class, (3) good oral, written, and interpersonal skills, including public speaking, (4) knowledge of and experience in matters involving cultural diversity, and (5) an affinity for young people and the ability to be calm, patient, approachable, self-directed, and collaborative. A candidate may be assigned as the SRO without having the 40-hour basic SRO training class requirement so long as the candidate commits to completing that class promptly after the assignment.

12. Resolution of Dissatisfaction; Change in SRO. If at any time the District is dissatisfied with the performance of a SRO, then the District and the SRO's Village will meet to resolve the dissatisfaction. If the dissatisfaction cannot be resolved, then the parties will meet to discuss a replacement SRO to be appointed by the Village.

13. SRO is Village Employee. The SRO at all times will be an employee of the Village and not in any way an employee or representative of the District. The Village has the power and authority to hire, discharge, and discipline their own SRO, in its discretion. The Village is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The Village shall also maintain payroll, attendance and performance evaluation records of the SRO. The SRO shall be covered by their Village's worker's compensation insurance.

14. School District Records. The parties agree that all student, personnel, medical, and District-related business records generated by District employees or students are the property of the District. The parties agree to comply with all State of Illinois and federal laws, including without limitation the Illinois Juvenile Court Act of 1987, the Illinois School Student Records Act, the federal Family Educational Rights and Privacy Act, HIPAA, the Illinois Mental Health and Developmental Disabilities Confidentiality Act, the Illinois

Personnel Records Review Act, and all rules and regulations governing the release of student, personnel, and medical records. To the extent the SRO has access to student records to perform the SRO's duties, the SRO must not divulge any of those records to any person or entity who is not a party to this Agreement without the District's consent or as permitted or required by law. The parties agree that all records generated by the SRO regarding the performance of services under this Agreement are reports of a law enforcement professional and are not student records. The confidentiality provisions of this Section 16 will continue in full force and effect regardless of the termination of this Agreement.

15. Compensation. The District will compensate the Village for the services of their SRO as follows:

(a) On or about January 15 and June 15 each year, the Village will send the District a detailed invoice for sixty percent (60%) of all employment costs incurred by the Village for the assigned SRO, including without limitation salary and benefits and overtime costs (to be paid at one hundred percent (100%) as provided in (c) below), incurred during the previous time period. The District will pay that invoice within thirty (30) days after receipt of the invoice. The District and each Village may implement a different invoice and payment schedule from time to time upon written agreement of the District and the Village.

(b) As used in this Agreement salary and benefits shall include the following:

(1) Base salary of the School Resource Officer;

(2) Contributions by the Village on account of the School Resource Officer to the Social Security and pension benefits plan for said Officer;

(3) Cost of medical insurance provided by the Village for said Officer;

(4) Cost of any dental insurance provided by the Village for said Officer;

(5) Cost of any life insurance provided by the Village for said Officer;

(6) Cost of Worker's Compensation coverage for said Officer.

(7) Cost of any Medicare insurance premiums made on account of said Officer;

(8) Cost of the uniform allowance furnished by the Village for said Officer; and

(9) Vacation and Sick Time.

The Village will provide the District with a detailed estimate of the annual salary, fringe benefits, and other expenses of employment of the SRO for each District Fiscal Year (July 1 – June 30) by no later than the preceding June 1.

(c) Overtime. The District agrees that the cost incurred by the Village for Overtime work performed by a SRO for the District (pursuant to paragraphs (d) and (e) below) shall be reimbursed completely by the District. The District agrees and understands that this cost shall be at the rate of 1-1/2 times the

hourly salary of the SRO *("Overtime Rate").*

(d) SRO Investigations. It is recognized and acknowledged by the District that there are circumstances when the SRO becomes involved in investigations that begin while on school grounds and that result in his leaving school grounds to further the investigations, including, but not limited to: follow-up investigations at the officer's Police Department; contacting and interviewing witnesses, suspects, or victims at locations other than on school grounds; and providing in-court testimony. The District agrees that any such time away from the school grounds shall be included as part of the officer's SRO assignment. When in the judgment and discretion of the SRO and the Superintendent, the nature of the investigation that began on school grounds requires that the SRO work beyond their Regular Hours, the District agrees that the cost incurred by the Village for the Overtime work performed by the SRO shall be reimbursed completely by the District at the Overtime Rate.

(e) Hire-back rates. Any Overtime work incurred by an SRO as the result of a hire-back (i.e. special duty at an athletic event or tournament) outside the SRO's Regular Hours, shall be reimbursed completely by the District at the Overtime Rate. The Village will provide the District with said rates for each Fiscal Year (July 1 – June 30) by the preceding June 30.

(f) The Village and the District may reconcile any invoice and payment as necessary to reflect full payment of the SRO employment costs. In addition, if the SRO changes during the school year, then the Village will re-invoice the District based on the actual salary and benefits of the newly assigned SRO.

(g) The District may request documentation from the Village regarding the salary and benefits computation of overtime paid of the SRO.

(h) The District and the Village will meet each year prior to June 1 regarding the compensation the District will pay to the Village for the following school year. That amount will be memorialized in writing signed by the Village Manager or their designee and the District's Board of Education Superintendent or their designee.

(i) The District will not be responsible for compensating the Village for the services of the SRO during a temporary reassignment from the school of more than three (3) days.

16. Temporary Reassignment of SRO. The Village may at any time temporarily reassign the SRO from their assigned District post if the Chief of Police determines there is a Police Department staffing shortage, whether because of an emergency or other circumstance and for whatever period of time. The Village will provide the District with as much advance notice of the reassignment as practicable. If the SRO is absent for any other reason, the Village will make its best efforts to provides a substitute for the SRO.

17. Insurance. The Village shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than $3,000,000 per occurrence and in the aggregate. The Village shall also keep the following insurance in force at all times during the term of this Agreement: Law Enforcement

Liability Insurance, on an occurrence basis, with limits of not less than $5,000,000 per occurrence and in the aggregate; and, Workers' Compensation Coverage, including Occupational Disease and Employer's Liability Insurance, in statutory amounts and coverages as required by law, with Employer's Liability of not less than $500,000 for bodily injury by accident per accident, and not less than $500,000 per employee for bodily injury by disease. Each party may satisfy the insurance obligations under this Paragraph by utilizing excess or umbrella insurance. For the purposes of this Paragraph, insurance may be provided through a self-insured intergovernmental risk pool or agency. The Village shall name the District's indemnitees (as defined in paragraph 20) as additional insureds on all insurance required hereunder. The District shall name the Village's indemnitees (as defined in paragraph 21) as additional insureds on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the parties waive any right of subrogation that they or any of their agents may have against any of the other party's indemnitees. If requested by a party, the other party will provide a certificate of insurance coverage.

18. Indemnification Village to District. To the fullest extent permitted by law, the Village agrees to indemnify, defend, and hold harmless the District and its elected officials, officers, employees, and agents, and their successors and assigns, in their individual and official capacities (collectively the *"Indemnitees"),* from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation reasonable attorneys' fees and litigation costs, incurred by any of the Indemnitees for injuries to persons or for damage, destruction, or theft of property arising out of any activity of the Indemnitor including its elected officials, officers, employees, and agents, but only to the extent caused in whole or in part by a wrongful or negligent act or omission of the Indemnitor. Nothing in this provision or in this Agreement may be applied or deemed to be a waiver of the defenses available to either party under the Illinois Local Government and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

19. Indemnification District to Village. To the fullest extent permitted by law, the District agrees to indemnify, defend, and hold harmless the Village and their elected officials, officers, employees, and agents, and their successors and assigns, in their individual and official capacities (collectively the *"Indemnitees"),* from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation reasonable attorneys' fees and litigation costs, incurred by any of the Indemnitees for injuries to persons or for damage, destruction, or theft of property arising out of any activity of the Indemnitor including its elected officials, officers, employees, and agents, but only to the extent caused in whole or in part by a wrongful or negligent act or omission of the Indemnitor. Nothing in this provision or in this Agreement may be applied or deemed to be a waiver of the defenses available to either party under the Illinois Local Government and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

20. Evaluations of SRO Program. The District and the Village will conduct an evaluation of the SRO program annually at the end of each school year and by written agreement adjust the program as appropriate.

21. Disclaimer of Relationship. Nothing contained in this Agreement, nor any act of the Village or the District, shall be deemed or construed by any of the parties hereto or by third-persons, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Villages or the District respectively.

22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue shall only be proper in a court of competent jurisdiction located within the County of DuPage, Illinois.

23. Compliance with All Laws. The Village and District shall at all times observe and comply with the laws, ordinances, regulations and codes of federal, state, county and other applicable government agencies, which may in any manner affect the performance of this Agreement.

24. Waiver of Breach. If any party waives a breach of any provision of this Agreement by another party, that waiver will not operate or be construed as a waiver of any subsequent breach by any party or prevent any party from enforcing such provisions.

25. Merger Clause, Amendment. This Agreement sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

IN WITNESS WHEREOF, the Village and the District each has caused this Agreement to be signed by its duly authorized representatives as of the Effective Date.

VILLAGE OF VILLA PARK

_____
Village President

ATTEST:

_____
Village Clerk

DUPAGE SCHOOL DISTRICT NO. 45

_____
President, Board of Education

ATTEST:

_____
Secretary, Board of Education

EXHIBIT A

MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

POLICE DEPARTMENT SCHOOL RESOURCE OFFICER PROGRAM OBJECTIVES

1. Friendly contact between the Police Department and the community's youth.

2. Assistance and information sharing concerning problems and issues affecting the schools and students.

3. Education of children regarding the role of laws, courts, and Police in society.

4. Protection and education of children involving molestation, involvement with older law violators, and other harmful influences.

5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.

6. Prevention of crime or delinquent behavior by juveniles within the SROs' areas of assignment.

7. Effective problem solving and liaison with neighborhoods surrounding the schools, which are affected negatively by the conduct of students.

School Resource Officers are:

- encouraged to act and work as a school official when requested, and to work as a team with other school officials for the betterment of students and the school and neighborhood environment as a whole and encouraged to work extra-curricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection.

- to investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, and enforcement of the school code of conduct for the purpose of maintaining a safe and effective learning environment in the schools.

- expected to keep the school principal or their designee informed about law enforcement action which occurs on school property and/or which may involve a student. This, of course, will occur consistent with the laws of the State of Illinois.

- to be involved in school discipline. When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. IN ALL OTHER CASES, disciplining students is a School

District responsibility, and the SRO will take students violating the code of conduct to the principal where school discipline can be meted out.

- governed by the rules, policies, shifts, schedules, procedures and practices of the Villa Park Police Department and the Village of Villa Park, under the supervision of an assigned Sergeant;

- police officers are not school teachers, school administrators, nor school counselors. The officers will assist teachers with classroom presentations on relative topics when requested and able. They will also work with families, individual students and other school staff members with counseling and guidance efforts when requested and appropriate.

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EXHIBIT B

SCHOOL RESOURCE OFFICER – GENERAL GUIDELINES

A. General: The School Resource Officer positions are held by sworn police officers. The purpose of the position is as follows:

1. Provide the Police Department and the Resource Officer's assigned School with a direct line of communication and resource for dealing with problems of mutual concern.
2. Provide direct assistance and counseling to the students attending D45 Schools.
3. Provide instruction as requested to students about drug and substance abuse, or other agreed upon curriculum.

The School Resource Officer shall maintain a delicate balance between the aspects of social service counseling and law enforcement principles. Uppermost in the School Resource Officer's mind should be the fact that youthful offenders should not be handled as criminals, but first as individuals in need of counseling.

B. Duties: The School Resource Officer's functions may vary, but generally the Officer's duties shall be as follows: The School Resource Officer shall be governed by the Police Department's Rules and Regulations and shall adhere to said Rules. In addition, the School Resource Officer shall adhere to the policies and procedures of District 45. If a conflict arises, such conflict shall be rectified through the Police Department and School District Administrative Offices.

C. Duty Hours: One School Resource Officer shall report to the assigned school on normal school days at 0730 hours. Any additional officer(s) shall report to their assigned school at the time determined by the District. The job description and assignment call for occasional attendance at extracurricular activities. Scheduling for said assignments shall be accomplished in advance, and any overtime compensation shall be paid in accordance with the Agreement between the Village and the District.

D. Position Responsibilities: The School Resource Officer shall be responsible for the proper handling of all law enforcement tasks that may occur at D45 Schools. The tasks shall include (but not limited to):

1. student counseling;
2. building security;
3. law enforcement;
4. reporting processing;
5. parking and traffic enforcement;
6. youth-police relations;

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7. special details;

8. policy development.

E. Communications: The School Resource Officer shall inform both the school administration and the Police Department of their whereabouts, if their duties preclude their being at their assigned school in the District. The District shall obtain and maintain such radio equipment to be able to contact the SRO at any time when the SRO is in the building or school grounds

F. Duty Station: The District shall provide administrative services, basic office equipment, and office space for the School Resource Officer. The Resource Officer shall remain on school property unless his/her official duties dictate leaving same. If a School Resource Officer shall leave his/her duty station, the D45 School Administration shall be properly informed by radio or phone.

G. Personal Demeanor: The School Resource Officer shall, at all times, present a professional image. Business attire including Village approved attire for a police officer such as a uniform or other approved attire by the Chief of Police shall be maintained during the normal work hours. The School Resource Officer shall be an armed position.

H. Vacations: The School Resource Officer shall schedule their vacations during non-school periods.

I. Non-School Period Duty Assignments: The School Resource Officer shall report to the Police Department for duty assignments during non-school periods. Duty assignments during said periods will be made in consideration of the needs of the Police Department by the Chief of Police.

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Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Melissa Wolf
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section: Old Business

Subject:
Maintenance and Facility Use Agreement between the Village of Villa Park, School District 45 and the Villa Park Youth Baseball Association

Suggested Action:
Staff simply wants to provide the Board with an update on the progress of negotiating the facilities agreement between the Village, the Villa Park Youth Baseball Association and School District 45. A formal updated agreement has be discussed between the Village and D45 legal staff. This version represents changes made *after* the last version shared with D45 to restore language that gives the Village priority for school facilities under certain circumstances. We hope to have a final version prepared for action by the D45 Board at their next meeting.

Attachments:
DRAFT CLEAN Maintenance and Use Agreement for Baseball Facilities - SD45_ VPYB and Village 6.23.23(1146512.4).docx

MAINTENANCE AND FACILITY USE AGREEMENT BY AND BETWEEN VILLA PARK SCHOOL DISTRICT 45, VILLAGE OF VILLA PARK, AND VILLA PARK YOUTH BASEBALL ASSOCIATION, INC.

This Agreement (the "Agreement") is made and entered into this ____ day of 2023, by and between Villa Park School District 45, DuPage County, Illinois (hereinafter the "School District"), Village of Villa Park, DuPage, Illinois (hereinafter the "Village") and Village Park Youth Baseball Association, Inc. ("Association") (collectively, the "Parties") to provide for the maintenance, access and use of the School District's baseball facilities in order to increase accessibility and encourage athletics and recreation for the Villa Park community.

WHEREAS, the School District owns and maintains certain baseball facilities on land that it owns at Jackson Middle School, 301 W. Jackson Street, Villa Park, Illinois and Jefferson Middle School, 255 W. Vermont Street, Village Park, Illinois (hereinafter the "Baseball Facilities"); and

WHEREAS, the Association is in need of additional space to hold practices and games for its baseball and softball teams during the spring, summer and fall seasons; and

WHEREAS, the Village agrees to provide certain maintenance to the infield areas of the Baseball Facilities for the Association's games in return for payment from the Association and a reduction of the rental fees charged by the School District for use of its gymnasiums for other Village programs; and,

WHEREAS, School District and the Village desire to promote participation in sporting activities, including baseball and softball, and thereby agree to maintain the Baseball Facilities and provide the Association with limited exclusive access and use of the Baseball Facilities during the spring, summer and fall seasons of 2023 and 2024 upon the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for good and valuable consideration, present and future, the sufficiency of which is acknowledged by the Parties, the School District, the Village and the Association, agree as follows:

1. **Term.** This Agreement shall be in full force and effect from the date the last of the Parties executed this Agreement and shall continue until October 31, 2024, unless terminated earlier for default pursuant to the terms of Paragraph 10.

2. **Association's Use of the Baseball Facilities**.

   a. **Association's Permitted Use**.

      i. The Association and its members, coaches, trainers, and other employees ("Association Users") shall have the exclusive right to use the Baseball Facilities during the following times from the date the last party executes this Agreement ("Effective Date") and through the end on the Agreement Term on October 31, 2024 and in accordance with a schedule separately and

mutually agreed to by all Parties. The School District shall have the right to allow its students, employees, and other third-parties to access and use the Baseball Facilities at all times other than as stated herein.

ii. The Association shall use the Baseball Facilities solely for the purpose of team practices and games for the Association's baseball and softball teams.

iii. The Association Users shall also have the non-exclusive right to use other areas of the Baseball Facilities, including but not limited to the parking lot.

iv. The Association Users shall be required to obtain at least fourteen (14) days advance written approval from the School District to use the Baseball Facilities for any other purpose and/or at any other times or dates than as provided in (i) and (ii) above.

v. The Association Users shall remove all personal property, equipment and any garbage at the end of each day following use of the Baseball Facilities and other School District facilities. The Association Users shall also comply with any and all rules, policies, and regulations set forth by the School District for the use of the Baseball Facilities.

vi. The Association shall be responsible for the Association Users that use the Baseball Facilities, including the reasonable cost of any repairs to the Baseball Facilities that are required due to damage caused by the Association Users.

vii. The School District shall not be responsible for supervising the Association Users' use of the Baseball Facilities and shall not be responsible for any injury that the Association Users may incur, or for any third-party claims that arise from the Association Users' acts or omissions.

b. **School District Programming and Notice of Special Events**.

i. The School District agrees and acknowledges that the School District currently has no programming during the dates and times provided in Section 2(a)(i) above for the Association's permitted use of the Baseball Facilities. The School District further agrees not to schedule any other regular programming during the dates and times of Association's permitted use as provided herein.

ii. The School District shall provide Association two (2) weeks written notice of any special event or other use of the Baseball Facilities during hours normally reserved for the Association

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under this Agreement. The frequency and duration of such events shall not reasonably interfere with the Association's general right to use the Baseball Facilities pursuant to the terms of this Agreement.

3. **Village's Maintenance of the Baseball Facilities.** The Village shall be responsible for maintaining the infield areas of the Baseball Facilities to prepare for the Association's games during the time allowed for the Association's use of the Baseball Facilities as provided in Section 2, in a reasonable manner consistent with the School District's maintenance prior to the entry of this Agreement. The Village's maintenance duties include but are not limited to preparing the Baseball Facilities on game days, consisting of turning over, raking, grading, dragging of the infields, as needed, striping of the infields and painting of the outfield foul-line, and preventative maintenance of the ground area of the infield in between games, as needed, due to field conditions caused by inclement weather. The Village shall remove trash from the Baseball Facilities following the Association's use of the Baseball Facilities. The Village shall perform such maintenance at its own expense and the School District shall have no obligation for the maintenance duties as set forth in this paragraph. The Parties acknowledge that the Village's maintenance obligations are for purposes of preparing the infields of the Baseball Facilities for games of the Association only and not for the Association's practices. It is also understood that the Village shall have no obligation to maintain or inspect the dugout areas of the Baseball Facilities or any other School District structures on, around or within the Baseball Facilities, including, but not limited to, fencing, bleachers, base pegs, plates, pitching rubbers. The Village shall also have no obligation surrounding the adding of infield mix to the infield areas of the Baseball Facilities and shall have no obligation surrounding the maintenance or supplying of trash receptacles, or the removal or weeds on or surrounding the Baseball Facilities.

4. **School District's Maintenance of the Baseball Facilities.** The School District shall be responsible for the mowing and maintenance of all grass areas of the Baseball Facilities during the allowed time for the Association's use of the Baseball Facilities as provided in Section 2, in a reasonable manner consistent with the School District's maintenance prior to the entry of this Agreement. The School District's maintenance duties shall also include weed removal, maintaining the parking areas and snow removal, and other maintenance involved in the provision of access and use of the Baseball Facilities. The School District shall perform such maintenance at its own expense and the Village shall have no obligation for the maintenance duties as set forth in this paragraph.

5. **Compensation.** The Parties agree to the following compensation for the above access and use of the Baseball Facilities and/or services provided pursuant to the terms of this Agreement:

a. **Association.** The Association agrees to make an annual payment to the Village in the amount of fifteen thousand and 00/100 Dollars ($15,000.00), on or before June 30, 2023 for the 2023 seasons, and on or before April 15, 2024 for the 2024 seasons;

b. **School District.** As consideration for this Agreement, the School District will allow the Village use of its gymnasiums for other Village programs, at a time convenient to the Village and agreed by the School District. To the extent there is a scheduling conflict between the School District and the Village with respect to the Village's use of the gymnasium, the School District's use shall have priority over the Village's use, but the Village's use shall have priority over other third party users. The School District is currently reassessing its facility use fees including those that would normally be charged to the Village. In the event the School District charges the Village facility use or rental fees during the Term of this Agreement, the School District shall provide a credit to the Village in the amount of five thousand and 00/100 ($5,000.00), against any rental fees charged by the School District to the Village for the Village's use of the School District's gymnasiums for other Village programs.

c. **Village.** The Village shall be entitled to the payments and credits as set forth in (a) and (b) above, and the failure to receive those payments and credits shall immediately relieve the Village of its obligations set forth in Section 3, above.

6. **Submissions and Notices.** Any notices required or permitted hereunder shall be considered as duly made if delivered by mail, express package or delivery service, facsimile or hand delivery to the Party for which it is intended at the following address:

To School District
Villa Park School District 45
c/o Dr. Anthony Palmisano,
Superintendent 255 W.
Vermont Street
Villa Park, IL 60181

To Park District

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

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To Association

Villa Park Youth Baseball Association, Inc.
c/o Michael Bruschuk, President
P.O. Box 6264
1415 Ardmore Ave.
Villa Park, IL 60181

7. **Indemnity.** ' To the fullest extent permitted by law, each Party agrees to mutually indemnify, defend, and hold harmless the other parties and their respective board members, officers, officials, employees, and agents from all claims, causes of action, damages, whether to person (including death) or property, costs (including reasonable attorneys' fees), and losses (collectively "Loss") to the extent the Loss arises out of any breach of this Agreement or the negligent acts or omissions of the indemnifying Party, but shall not be required to indemnify or hold harmless the other Party for the alleged acts or omissions of the other Party.

The Parties agree to preserve any immunities available to the School District or the Village under Illinois law and nothing in this Agreement shall be construed to waive or diminish the School District or the Village's protections under the Illinois Local Governmental and Local Governmental Employees Tort Immunity Act. This section will survive the termination or expiration of this Agreement.

8. **Insurance.** The Parties shall keep in force, to the satisfaction of the other Parties, at all times relevant hereto, general liability, and bodily injury insurance in the amount of $2,000,000 for each person and each occurrence, and property damage insurance in amounts of $1,000,000 for each occurrence and aggregate total. All Parties shall maintain workers' compensation as required by statute and employer's liability insurance. All Parties agree that before this Agreement becomes effective, they shall furnish a Certificate of Insurance for the insurance coverage required herein, naming the other Parties as an additional insureds. All Parties shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto owned by the insured Party, including hired and non-owned autos.

9. **Warranty.** The School District ,Village and Association hereby warrant that each is free to enter into this Agreement and to grant the rights herein granted and, as appropriate, to render the compensation and/or services herein described.

10. **Termination.**

a. If any Party at any time during the period of this Agreement shall fail to follow any material term herein specified, or fail to observe or perform any of the covenants, agreements or obligations hereunder, any of the non-defaulting Parties may terminate this Agreement if such default is not cured within thirty (30) days after the defaulting Party shall have received written notice specifying

in reasonable detail the nature of such default; provided, however, that if such default cannot reasonably be cured within thirty (30) days, then the defaulting Party shall have so much time as is reasonably necessary to effect such remedy providing the defaulting Party proceeds in good faith and with diligence and continuity to remedy the default. This provision does not eliminate the Village's rights under Section 5(c) of this Agreement regarding the Village's immediate relief of its maintenance obligations for failure to receive payment or credit from the Association and/or the School District respectively.

b. Failure to terminate this Agreement pursuant to this section shall not affect or constitute a waiver of any remedies the non-defaulting Party would have been entitled to demand in the absence of this section, whether by way of damages, termination or otherwise. Termination of this Agreement for whatever reason shall be without prejudice to the rights and liabilities of either Party to the other in respect of any matter arising under this Agreement.

11. **Waiver.** The failure of either Party at any time or times to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and each may at any time demand strict and complete performance by the other of said terms, covenants and conditions.

12. **Binding Effect.** This Agreement shall bind and inure to the benefit of the Parties, including their successors and assigns

13. **Force Majeure.** If the performance by any Party of any obligation set forth in this Agreement is prevented by cause or causes beyond the control of any Party (an event of force majeure), such occurrence shall be considered a valid excuse for non-performance or delay in the performance of the obligations hereunder.

14. **Limitation of Liability.** Under no circumstances shall any Party be liable to the other Parties or any other person or entity for special, incidental, consequential or indirect damages (excluding attorneys' fees described in Section 7 of this Agreement), loss of good will or business profits, or any and all other commercial damages or loss, or exemplary damages. Nothing in this section shall limit, reduce, or otherwise modify the Parties' duties to indemnify under Section 7.

15. **Entire Agreement.** This writing represents the sole and entire Agreement between the Parties, and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the Parties, relating to the subject matter of this writing and may not be changed or modified except by **a** writing signed by the Party or Parties to be charged thereby.

16. **No Joint Venture/Tenancy.** No provision of this Agreement, or act of either Party under this Agreement, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture, or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provisions of this Agreement.

17. **Governing Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. Any dispute regarding this Agreement shall only be brought in a court of competent jurisdiction in DuPage County, Illinois. Each Party hereby irrevocably submits to the exclusive jurisdiction of any such court for purposes of any action arising out of this Agreement.

18. **Disputes and Attorneys' Fees.** It is the intent of the Parties to attempt in good faith to resolve any dispute first through negotiation. If legal action is brought by either Party to interpret or enforce any provisions of this Agreement, the prevailing party in any such legal action shall, in addition to any other relief the Court may award, be entitled to an award of reasonable attorney's fees and court costs.

19. **Execution and Delivery Required.** This instrument shall not be considered to be a binding agreement unless and until signed by all Parties noted at the appropriate place at the conclusion of this instrument. Acceptance of the offer made herein is expressly limited to the terms of the offer. An electronic version of this Agreement, if executed and delivered by each party, shall be binding upon the Parties.

20. **No Third-Party Beneficiary.** Nothing in this Agreement is intended, nor shall it be interpreted, to create any rights or remedies to and in any third party. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against the Village, the School District, or the Association.

[SIGNATURE PAGE TO FOLLOW]

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Villa Park School District 45

By: _____

Executive Director, Jackee Ohlinger

Date: _____

By: _____

Superintendent, Dr. Anthony Palmisano

Date: _____

Village of Villa Park

By: _____

Village Manager, Matt Harline

Date: _____

Villa Park Youth Baseball Association, Inc.

By: _____

President, Michael Bruschuk

Date: _____

DRAFT

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Minutes
Agenda Section: Village Commission Reports

Subject:
Economic Development Commission

Suggested Action:
Acceptance of the Minutes of the Economic Development Commission Meeting of April 19, 2023.

Attachments:
April Minutes.pdf

ECONOMIC DEVELOPMENT COMMISSION MINUTES

April 19, 2023

The meeting of the Economic Development Commission was called to order April 19, 2023, at 5:32 p.m.

PRESENT: Tony Oddo, Larry Calvert, JP Hochbaum, Ghada Fahmy, Ethan Tutor-Leon and Patrick Grobe.

OTHERS PRESENT:
None.

PUBLIC INPUT ON AGENDA ITEMS:
None.

APPROVAL OF THE MINUTES:
The minutes for the Economic Development Commission for March 16, 2023, were approved. Motion to accept the minutes made by Commissioner Patrick Grobe and seconded by Commissioner Larry Calvert and passed with all ayes.

GENERAL DISCUSSION/BUSINESS:
The commission discussed mandatory business retention visits by each member, each would be required to see four different locations for this year. The goal is to open lines of communication during the visit and see if there are any concerns. The Commission reviewed various lists of questions to narrow them down relating to new business and existing businesses. It was agreed that businesses that are 18 months and under would be considered new. Commissioner Fahmy will compile the questions and create a form for all to use. Staff agreed to supply a list of businesses under 18 months for the next meeting, also will order updated Village IDs for the commissioners.

PUBLIC COMMENTS NON-AGENDA ITEMS:
None.

COMMISSIONER COMMENTS:
Commissioner Tutor-Leon's idea is to compile and supply the demographics of the village for new businesses. All this information can be obtained through Choose DuPage.

Commissioner Hochbaum did some research and reached out to 4 different Food Truck Vendors, 3 returned his call. They would be interested in participating in various events. Discussion ensued on events and locations.

Commissioner Fahmy is excited to be able to visit businesses and volunteered to put the questionnaire together.

VILLAGE BOARD LIAISON COMMENTS:
None.

ADJOURNMENT:
Motion to adjourn the meeting made by Commissioner Hochbaum and seconded by Commissioner Tutor-Leon. The motion passed with all ayes. The meeting adjourned at 6:38 p.m.

Respectfully Submitted by,

Pat Boksha

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Minutes
Agenda Section: Village Commission Reports

Subject:
Community F.U.N. Commission

Suggested Action:
Acceptance of the Minutes from the Community F.U.N. Commission Meeting of March 28, 2023 and April 25, 2023.

Attachments:
F.U.N. Commission Meeting Minutes 3.28.2023.pdf
F.U.N. Commission Meeting minutes 4.25.23.pdf

F.U.N. Commission Meeting minutes from Tuesday, March 28, 2023 held at the Village Hall, Committee of the Whole Room, 20 S. Ardmore Avenue, Villa Park, IL 60181.

1. Call to Order: 5:35 pm. Roll Call, Leslie Allison-Seei, Mary Brunner-Hintze, Eliza Diederich, Kathy Halloran, Carla Graf, Carine Alfano, David Samples

2. Public Comments on Agenda Items – None

3. Amendments to the Agenda - None

4. Approval of Minutes from 2/28/23 – approved

5. Business
   A. Recap of "Lucky the Leprechaun"
      - QR code next year taking you to our facebook page
      - 35 entries
      - Make it first event of the year next year
   B. Assignment of duties for Illinois Prairie Path Clean up – application for Pavillion approved
      - Gather at 8:30 am. This is the 60th Anniversary of cleanup
      - Carla will bring water/snacks
      - Dave will provide music
      - Fuel n' Crème will be donating ice cream gift certificates
   C. Review details of 2023 "Oldest Tree" Contest – contest dates
      - Announcement of contest start Friday, April 28, 2023. Contest runs through June 21, 2023 – First Day of Summer.
      - Drop off box at Village Hall and Library
      - Winner will be announced at July Board Meeting
      - Suggestions for next year's contest
        Hidden Gardens of Villa Park
        Best Flowering Tree
        Pollinators – Fall
   D. Spring Sweep volunteer list update. Event will be at Village Hall 9am – 12 pm Saturday 5/20/23
      - Environmental Concerns Committee – Bob Wagner
      - Impact Villa Park
      - VPJWC – Villa Park Junior Womens Club
      - Elmhurst University Green Jays

E. Update on Kites n' Kicks event
   - April 18 meeting at the Library, 5:30 pm
   - Eliza to get permit
   - Gina to give Eliza food contact

F. Booth at Summer Festival ideas – June 24, 2023
   - Hawiian theme

G. 4th of July Parade Float Ideas
   - April meeting date for planning TBA

H. Continue planning of Fall Event – Harvest Jubilee
   - $25 Booth
   - $50 Booth needing electricity
   - Gina has a Monday meeting to find out about a tractor ride
   - Kathy to talk with Sarah O'Donnell at Tri-Town YMCA for ideas for outside games in football toss area
   - Leslie – dog masusse

I. Village Matters Newsletter submission details – Eliza

J. Advertising ideas
   - Hand outs at 4th of July Parade with local coupons
   - Gina suggested promoting events at the pool

K. Pollinators Preservation Idea for 2024

L. Discussion re: Chamber of Commerce ambassador. Carla Graf will attend Chamber Meetings

M. Mission Statement Update – F.U.N. Focus on Unifying Neighbors

6. Public Comments on Non-Agenda Items.
   - Bob Wagner from Environmental Concerns Commission. No Mow May. Resolution presented. Trustees wanted to make it more robust. Lawns that are imperfect. Register with Community Development.
   - Key Club volunteer fair in April
   - Community Emergency Response team – Milton Township
   -

7. Commissioner Comments. Carla suggested coordinating Willowbrook music boosters for a 2024 music festival to involve our schools more in the community. Mary suggested a book concert.

8. Chairman Comments – None

9. Village Board Liaison Comments – no one in attendance

10. Village Staff Comments – Gina Racanelli

11. Adjournment

Respectfully submitted by

Kathy Halloran
F.U.N. Commission Secretary

-

F.U.N. Commission Meeting minutes from Tuesday, April 25, 2023 held at the Village Hall, Committee of the Whole Room, 20 S. Ardmore Avenue, Villa Park, IL 60181.

1. Call to Order: 5:38 pm. Roll Call, Leslie Allison-Seei, Mary Brunner-Hintze, Eliza Diederich, Kathy Halloran, Carla Graf, David Samples

2. Public Comments on Agenda Items – None

3. Amendments to the Agenda – None

4. Approval of 3/23/23 Minutes – tabled until 5/23/23 meeting

5. Business
   A. 60th Anniversary IPP Earth Day Clean up details and day of assignments
      - Macy's volunteers coming Friday to clean Prairie path
      - Registration will also be in person
      - Gather 8:30 am at Museum Pavillion
      - Carla will bring water/snacks
      - Dave will provide music
      - Rainout date the next week, Saturday, May 6, 2023
      - $200 worth of Fuel n' Crème (40 cards at $5.00 each) will be given out to children for full bag of trash. Eliza will add to budget sheet
   B. Village Planters – vote on budget and select date for planting, includes maintenance of the Butterfly Garden on the Great Western Trail (GWT)
      - Park/Central we have 2 pots in front of old Strong U gym and Bird Sanctuary
      - Park/Ardmore – Laura volunteered Chamber to maintain
      - St. Charles/Walgreens
      - Butterfly garden across from Depot – 3rd bed from Villa Avenue. Eliza will make a sign for veggie/butterfly garden that will survive the elements. Budget not to exceed $200 (Mary made motion, seconded by Carla). Will plant May 13.
   C. Curling with Chamber event – Participation and materials
      - Thursday, May 11 from 5 pm – 8pm. $25 reduced fee for participation
      - Volunteers are Mary, Carla and Leslie
   D. Spring Sweep Update
      - Environmental Concerns Committee is in charge. F.U.N. Commission will check in volunteers.
      - Mary, Kathy, Leslie and Dave will volunteer
   E. Summer Concert series participation – June & August at Cortesi Park
      - F.U.N. Commission to have a tent this year
      - Gina will look into next year if we can sponsor for $250 next year

F. Summer Festival Booth update - theme, budget, handouts
   - Hawaiian Theme – giveaways more eco friendly than plastic leis
   - June 24, 2023 NTX $150
   - 11:00 am – 10:30 pm. No need to have booth entire time
   - Photobooth – Gina checking to see if anyone else is doing a photobooth/selfie station
   - Leslie will volunteer at beer tent
   - Carla, Mary and Eliza on subcommittee
G. Kites & Kicks Event update – permit, food trucks, sidewalk chalk party, budget, sponsors, duties
   - Event is Sunday, June 25, 2023 – permit is secured
   - $1,000 budget
   - Mary working on kites that can be decorated $450 for 100 kites
   - Eliza checking with Cooks Ice Cream and other sweet food trucks. Alessandro (Brew Avenue Events) helped Eliza find a savory truck. $500 minimum and Eliza will work on securing that.
   - Eliza will check with A.K. Mulch for a sponsorship again
   - Look for smaller kick ball that is 8 ½" in size
   - Check with GFS for donations/sponsorships
   - Next Kites & Kicks meeting is May 2 at 5:30 pm
H. 2023 Landscape Award themes – tabled until 5/23/23 meeting
I. 4th of July Parade Participation – float theme, budget, handouts
   - Reflections is the theme of the float
   - Mary will get length of truck and type to Leslie for the float
J. Discussion re: Village Bird House fence project
   - Mary and Leslie contacted More Brewing about the fence. Maybe do a contest or a fundraiser
K. Village Matters Newsletter submission – duties, deadlines
   - Copy another F.U.N. commission member when contacting Donny about the important dates for the newsletter
L. Gift Certificates for 2023 Awards Update
   - Need (10) $25 gift cards and (1) $50 gift card. All F.U.N. commissioners to be involved in securing these from local businesses
M. Discussion about volunteering at Bike Nights at Wild Fire Harley Davidson
   - Laura from Village Chamber of Commerce was a guest reaching out if we help with volunteering for the bike nights, 5 pm – 9pm on the 3rd Wednesday of the month May – September. Chamber sells beer and water at the event. Reach out to Laura if interested

6. Public Comments on Non-Agenda Items – None

7. Commissioner Comments
   Mary H.
   1. Oldest Tree Update. Mary and Leslie to film measuring Kathy's tree to help people understand how to measure tree and will post video
   2. Mission Statement update

   Carla G. – Chamber Ambassador report – None. First meeting next Tuesday

   Dave S. – Candy donation update - .20 per pack for giveaways

8. Chairman Comments
   - Cari Alfano submitted letter of resignation since she is going to be a Village Trustee. Cari will be missed as a F.U.N. Commissioner

9. Village Board Liaison Comments – No One in Attendance

10. Village Stafff Comments – Gina Racanelli in attendance. Estimated date for Lufkin this fall or next Spring, looking to complete Summer of 2024. VP website has outdated dates. Eliza will send to communication manager.

11. Adjournment: 7:51 pm. Leslie made motion and Mary seconded

Respectfully submitted,

Kathy Halloran
F.U.N. Commission Secretary

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Admin Asst
Submitting Department: Historical Preservation Commission
Item Type: Minutes
Agenda Section: Village Commission Reports

Subject:
Villa Park Historical Preservation Commission

Suggested Action:
Acceptance of Minutes from Villa Park Historical Preservation Commission Meeting on May 5, 2023.

Attachments:
vphpcmin2023-05-04FINAL.docx

VILLAGE OF VILLA PARK
Villa Park Historical Society Museum
220 S. Villa Avenue
Villa Park, IL 60181

Historical Preservation Commission Minutes

May 4, 2023 7:30 PM

Commission Chair: Carol Marcus
Commissioner: Jose Castillo, Joseph DeAntonis, Laurie LoCoco

1. **Call to Order - Roll Call. Jose, Joseph, and Laurie attended the meeting. Liaison Stephanie Barajas was present.**

2. **Public Comments on Agenda Items. None.**

3. **Amendments to the Agenda. None.**

4. **Approval of Minutes. Minutes from VPHPC meeting of April 4, 2023 were approved.**

4.aApproval of meeting minutes from 4/6/2023.
VPHPC Minuies2023-04-06revised5-1-2023.docx

5. **Old Business**
   - **Discuss the status of 2023 Historic Plaques items: research, yard signs, proclamation, letters to homeowners, certificates.** All items were completed. Stephanie will place a yard sign in front of Village Hall. The other signs will be placed on Village property in visible areas.

   - **Reminder May 8, 2023 7:00pm Village hall - presentation of HPC.** Carol plans on presenting the plaques to the homeowners at the meeting. Commissioners are encouraged to attend the presentation.
   - **Plaques Misc. Preservation Topics.** Carol encourage commissioners to see what other communities are doing for National Historic Preservation month.

6. **New Business**
   - New VPHPC Liaison - Stephanie Barajas. Stephanie will be the VPHPC liaison and attend all VPHPC meetings.
   - Update on Community Development projects and demolition permits pulled pertaining to VPHPC interest. Stephanie had nothing to report.
   - Consider changing VPHPC meeting site to Village Hall rather than the Museum. Carol discussed meeting at Village Hall rather than the Museum. VPHPC will try it to see if would work out.
   - VPHS Lease Agreement in progress. The lease agreement between VPHS and the Village needed to be revised and is in progress. The Village Manager met with the VPHS Board and there were a few items that needed to be

researched. VPHPC more than likely will not have to inspect the building as they once had many years ago.

7. Public Comments on Non-Agenda Items. None.

8. Commissioner Comments. None.

9. **Chair Comments.** Museum Passport to Adventure booklets is available. Carol will submit bill payment for memberships, plaques, frames, yard signs, and supplies. Do commissioners want to be added to National Trust and Landmarks Illinois emails? Yes, commissioners and Stephanie commented that they would like to be added to the email lists. Carol would like to schedule a workshop meeting to discuss possible VPHPC projects, plans for the future, and other ideas. June is typically not a month that VPHPC meets. Commissioners were agreeable. Laurie said that the Friends of the Library were talking about a trolley tour.

10. Adjournment

Next scheduled VPHPC meeting is Thursday, June 1, 2023 at 7:30pm. Meeting site will be updated on June's agenda. The VPHPC does not meet in July, August, September, December, and January.

Respectfully submitted by,

Carol Marcus, VPHPC Chair

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Admin Asst
Submitting Department: Environmental Concerns Commission
Item Type: Minutes
Agenda Section: Village Commission Reports

Subject:
Environmental Concerns Commission

Suggested Action:
Acceptance of the Minutes of the Environmental Concerns Commission Meeting on April 27, 2023.

Attachments:
Minutes for April 27 2023.docx

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.**

VILLAGE OF VILLA PARK
Village Hall, Committee of the Whole Room
20 S. Ardmore Avenue
Villa Park, IL 60181

Environmental Concerns Commission

April 27, 2023 **7:00 PM**

Chairman: Robert Wagner
Commissioners: Joe Amore, Marianne Greco, Sandra Hill, Ellen Jurkonis, and Tamara Lambert-Wasilewski

1. **Call to Order –** The meeting was called to order at 7:11 p.m. with a quorum consisting of Chairman Wagner and Commissioners Greco, Hill, Jurkonis, and Lambert-Wasilewski attending. Resident Allan Leishman also attended and has applied to be an ECC Commissioner. Commissioner Amore was excused.

2. **Public Comments on Agenda Items - none**

3. **Amendments to the Agenda - none**

4. **Approval of Minutes –** Minutes of the February 23, 2023 meeting and minutes of the March 23, 2023 meeting were individually passed after two motions by Commissioner Greco and two seconds by Commissioner Lambert-Wasilewski were offered.

5. **Business**
   a. **Report of the Bicycle, Pedestrian and Transit Subcommittee –** Details of this meeting may be found in the BPTA Subcommittee minutes. Topics included the Villa Avenue Project, attendance at the Volunteer Fair to be held on April 26th, progress on the study of the Pedestrian Underpass project, suicide prevention signs, and May being Bike Month.
   b. No Mow May – The discussion included the lack of signs to let residents know of who is participating to avoid neighborhood issues, the possible need for residents to enroll for this and the need for feedback on the program. In summary, the ECC would like to see NMM tried, measured, and reviewed. Educational benefits need to be publicized.
   c. Communication and Education – The Volunteer Fair at the Library will be held on Saturday, April 29th. The Summer Festival held on June 24th, will provide an opportunity for recruiting volunteers for larger projects and for providing educational materials at the ECC table. Chairman Wagner will attend these events and Commissioners are invited to help at these events.
   d. **Green Champion Award –** At the Village Board Meeting on April 24, Chairman Wagner gave a description of the Green Champion award and presented the first award to Tony and Angie Rojek, former owners of Pioneer Feed, and Commissioner

Jurkonis presented the second award to the Salt Creek Sanitary District's plant manager, Jim Listwan. Positive Impressions on Villa Avenue created the award.

e. Regional Climate Action Plan - Energy Academy Update – Chairman Wagner reported that the Energy Academy program is winding down and that the meetings can be found on YouTube. The Energy Academy program offers help for communities wanting to explore more options. Chairman Wagner will send out an email with more details.

f. Spring Sweep 2023 Update – The recent meeting of the Spring Sweep committee provided information on all the vendors or services attending. There will not be a Styrofoam collection, there will be 5 staff members from Public Works, and volunteers are being sought. Commissioner Jurkonis contacted the Key Club at Willowbrook and the opportunity to volunteer will be offered at their May meeting.

g. **Arbor Day – Friday, April 28th at 10:00 a.m. (North Terrace Park) –** Chairman Wagner reported that he will be attending and invited commissioners to join the event. The tree which was purchased by the ECC is a Swamp Oak.

h. **Water Quality Monitoring – Update –** Chairman Wagner has attained a testing kit from the Salt Creek Sanitary District and has been trained in the use of the kit. He plans to test water for oxygen levels at North Terrace Park, Twin Lakes, and Lufkin Pond.

i. **Report on Village Pesticide and Herbicide Usage –** Commissioner Jurkonis contacted the Village about this concern. Brian Roche, Villa Park's Superintendent of Parks, Buildings, and Grounds, reported that the Village has a certified staff member to handle the use of the chemicals and the Village follows the mandates of the Department of Agriculture and of the State of Illinois. Kevin Goss, Sugar Creek Golf Course Superintendent, is trained in the use of herbicides and pesticides and is the "go to" person for questions on this situation in the Village. He is certified and stated that his policy is to use the "absolute least dangerous products" to maintain the course. He stated that the restoration project at the course is being completed to deal with erosion along the creek and that he has purchased $200,000 worth of native plants for the course.

7. Public Comments on Non-Agenda Items – Resident Leishman reminded the Commissioners of the Trails Clean-Up being held and Commissioner Hill suggested that the ECC look into recyclable bags to use for the collections of refuse along the trails.

7.Commissioner Comments – Commissioner Lambert-Wasilewski asked about the possible media outlets that are available for the Commission. Discussion indicated: Village Newsletter, Village Facebook, Village email, newspapers, and the YouTube channels. Commissioner Hill reminded the members that the Library is willing to consider programming ideas from the ECC. Commissioner Jurkonis asked about the election of a new Chairman as Chairman Wagner's current term is coming to an end. She also asked that the Commissioners respond to the proposed monthly agenda item which would create a list of brief educational items to be shared consistently in Village media outlets. She asked that the Commissioners revisit the goals set at a meeting to give focus to the ECC and to update new Commissioners on those goals.

8.Chairman Comments - Chairman Wagner shared facts and ideas on the F.U.N. Commissions landscape awards and the possibility of an award from the ECC for sustainable

yard care. Discussion followed about the application process and creation of a checklist to set criteria for assessing the applications. Chairman Wagner will put together some ideas for this project.

9.Village Board Liaison Comments - none

10.Village Staff Comments - none

11.Adjournment – Commissioner Hill moved and Commissioner Greco seconded the motion to adjourn. Motion passed with adjournment at 8:44 p.m.

Respectfully submitted by

Ellen Jurkonis

ECC Commissioner

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

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Admin Asst
Submitting Department: Bike Pedestrian and Transit Sub-Committee
Item Type: Minutes
Agenda Section: Village Commission Reports

Subject:
Environmental Concerns Commission (Bike, Pedestrian and Transit sub-committee)

Suggested Action:
Acceptance of the Minutes of the Environmental Concerns Commission (Bike, Pedestrian and Transit sub-committee) Meeting on April 27, 2023.

Attachments:
BPT_ECC_Minutes_04_27_23.docx

Village of Villa Park
Minutes
Bike, Pedestrian & Transit Advisory Sub-Committee
of the Environmental Concerns Commission
April 27, 2023: 6:00 PM

Approved: 5/25/23

1. **Call to Order - Roll Call 6:00 PM :** Present; Robert Wagner, Marianne Greco. Guest Allan Leishman. Absent: Joe Amore

2. **Approval of Minutes of the March 23, 2023 Meeting** MG made the motion to approve the minutes of the March 23, 2023 meeting. RW seconded. Motion approved.
3.
4. **Amendments to the Agenda**: None

5. **Public Comments:** None

6. **Business**
   a) **Bicycle Friendly Community Application (deadline 08/31/2023):** No new information

   b) **Villa Avenue Improvement Project:** At the March, 22 public meeting, the Village Public Works department and project consultant were pleased with the turn out. Elmhurst Bike club attended. There will be another public meeting, although it is likely months away.

   c) **Bicycle Friendly Business Application:** Take off agenda. No new information

   d) **Community Outreach:** The committee will be at the Volunteer Fair at the library on the Saturday. RW will update his 1-page information sheet**.** AL asked if there were particular projects that could use volunteers. CERT's Sgt Landa will see about another Bike Registration. There will be continued effort to be at future Village events like the Villa Park Summer Festival.

   e) **Operation LifeSaver Safety Blitz:** Officials from Metra, JA, RW, Metra Police and VP Police were there April 11. Additional dates are planned.

   f) **Para/Senior transit:** Expect info about subsidized taxi's in "Village Matters." PACE offers a program where you can lease a bus. Lisle Township does this to provide additional options for residents. Lisle has also emulated York Townships model for senior transportation. RW noted that Villa Park used to have a PACE route to the train station, but no longer does.

   g) **Metra Station Access:** Station is clean and tidy inside and out.

   h) **TriTrail Connector:** No new information.

   i) **Pedestrian Underpass(es):** RW and JA attended the meeting where CDM Smith explained the process of doing the feasibility study for where to build a grade separation

(under/overpass). They are aware that we are a Complete Streets community. There is to be a public *workshop* expected, and the BPT will be included in that.

j) Walk Friendly Community Application (deadline TBD): No new info. At the time of this meeting the application had not yet opened.

k) Independence Day Parade Entry: Applications from VFW are available. RW will complete application.

l) Trail Use Event (formerly D45 event): The event is unlikely to happen this year. But RW is working with Kim Messina, who is working w/ Elmhurst bike club, Claudia, D45 and Dave Simmons of Bike Illinois to put together a program for bicycle safety presentations at 6 local elementary schools. This outreach will help with bike friendly bike application. Fred Linweber principal at North School may be interested in Bike and Walk to school day. The May 3rd date is too soon for this year, but the committee should start reaching out to schools about it for next year. Too late for this year, but put on agenda for next meeting to reach out to schools.

m) Walk Audits: RW passed out copies of the AARP Walk Audit Tool Kit and Road Map to livability brochure. RW suggested partnering with the Senior Concerns Commission.

n) May Bike Month: Ride of Silence May 17th. Officer Walsh and Brittany_____ CSO will have ebikes. Rideofsilence.org It was suggested that the committee do a remembrance for the bicycle fatality that happened in Villa Park. The event begins at the VP Police Station.

The Active Transportation Alliance is giving out mini-grants for events during bike month. A Bike to Metra event would be useful and qualify. The deadline for applying is May 5th.

May 20th A Smart Cycling class is scheduled for 12:00-2:00 on May 20.

o) North School Event: In mid-August the PTA puts on an event. RW gets a table to give kids information about bike safety and have other fun hand-outs.

6. **Commissioner, Village Board Liaison, and Village Staff Comments:** MG: Mentioned that Better World Club offers roadside assistance plans for bicyclists. The Elmhurst History Museum has a bicycling exhibit opening 6/9 and the Everybody Rides event is happening in St. Charles 6/11.

RW was accepted to the Walking College: a 7 month program that require participants to put together a plan for a project. Update to follow. RW went to the Movers and Shakers Ball of the Active Transportation Alliance.

7. **Adjournment:** MG motioned to adjourn. RW 2nd. Adjourned at 7:05.

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Minutes
Agenda Section: Village Commission Reports

Subject:
Parks and Recreation Advisory Commission

Suggested Action:
Acceptance of the Minutes of the Parks and Recreation Advisory Commission for April 11, 2023.

Attachments:
04.11.23 P&R Comm. Minutes.pdf

MINUTES OF PARKS & RECREATION ADVISORY COMMISSION
April 11, 2023
ROOM 11 AT THE IOWA COMMUNITY CENTER
338 N. IOWA AVE, VILLA PARK ILLINOIS
&
VIA ZOOM

COMMISSIONERS: S. Bousum, S. Collentine, J. Cordova, D. Noxon, M. Storino, C. Tucker
PARKS & RECREATION LIASON: Director G. Gola
VILLAGE BOARD LIAISON: C. Murphy
COMMISSION CHAIRPERSON: J. Cordova
COMMISSION VICE-CHAIR: S. Bousum
SECRETARY: M. Storino
RECORDER OF MINUTES: Y. Clark

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1) **CALL TO ORDER:** Chair Cordova called meeting to order at 7:01 pm.
   ROLL CALL: D. Noxon, C. Tucker, S. Collentine, S. Bousum, J. Cordova.
2) **PUBLIC COMMENTS ON AGENDA ITEMS: N/A**
3) **AMENDMENTS TO THE AGENDA: N/A**
4) **APPROVAL OF MINUTES:**
   Motion for the approval of the March 14, 2023, meeting minutes was made by Comm. Tucker and second by Vice-Chair Bousum. Acclamation vote was taken with all ayes.
5) **DEPARTMENT STAFF UPDATES:**
   a) ***Recreation Division- Assistant Director Gina M. Racanelli:***

Summer Brochure

- The second draft of the summer brochure is with the designer.
- Will go live the week of April 24th!
- Some printed copies will be available.

Adult and Senior Program Update

- Fifteen total programs in March with a total of 270 participants. Early Childhood programs began a new session.

Spring Events

- Easter Egg Hunt 4/1
  - Event was full at 120 (100 in 2022)
- Hunt for the Golden Egg
  - March 27-March 31
  - Co-Sponsored by Villa Park Kiwanis
  - One golden egg will be hidden at each of the following parks each day. Find the egg and bring it to ICC for a prize – 30 eggs hidden, 28 returned for prizes
    - ICC playground
    - Prairie Path Playground
    - Lions Park
    - Rotary Park
    - North Terrace Park
    - Westmore Park
- Mon and Son Date Night
  - Friday, April 21 6:30-8:30 pm
  - Sugar Creek Golf Course
  - 61 registered (48 in 2019)

Spring Camp Update

- 2023 Spring Camp: Monday-Friday, March 27-March 31.
- Staffing was a headache due to college spring breaks being held at a different time.
- 46 total registrations for the week (86 in 2022)

Summer Camp Update

- Camp Counselor jobs are posted on the Village website and Interviews for summer staff have started.
- Intent to Return Letters for returning summer staff were sent out in early February. We have 4 returning camp counselors.

Athletics Update

- Spring Soccer Games begin on Saturday, April 15.
- Soccer Practices started last week, with 168 participants. We had a total of 127 participants in Spring of 2022.
- We have 11 registered in Club Soccer with contractor P2Soccer that begins on Wednesday, April 19.
- All Star Sports Classes started April 11 with 11 participants.

2023 Aquatics Update

- Pool Passes will go on sale Monday, May 1
- Mariners Swim Team priority registration started January 1 (as of April 10, there are 19 registered).
- The sign went up on the Addison Road fence that we are accepting applications for lifeguards.
- Summer pool jobs are posted on the Village website and Interviews for summer pool staff have started.
- Please spread the word that we need 2 pool managers and swim coaches!
- We had 5 registered in the lifeguard class in 2022. The 2023 Spring Lifeguard Certification Class begins April 21. We have 7 registered in the class.
  - Classroom location is at ICC
  - The in-water location is at COD

Discussion regarding recruiting and the use of all social media platforms for marketing opportunities for employment as well as programs ensued.

b) Parks, Buildings & Grounds Division- Superintendent Brian Roche:

<u>Current/Completed Park and Facility Projects</u>

- CRB Update
  - Trees have been removed in the park in areas identified as the site of the new building, we worked to save as many trees as possible, all memorial items have been saved and will be reinstalled following the project.
  - Demolition of the existing building and site went out to public bid on March 29, as of today we have provided 6 bid packets to contractors for bidding.
  - Today we held a pre bid walkthrough at Lions for contractors to attend, we discussed the scope of the project and viewed all areas, 10 contractors attended.
  - The bid deadline is April 25 at 10am, bids will then be publicly opened and read aloud following the deadline at ICC.
- Sports field prep
  - Soccer fields have been created and painted at ICC and Twin Lakes for this spring season.

- Village Baseball fields have been opened, raked and graded, and dragged prior to last weekend, staff also inspected base anchors and home plates and have made any needed repairs, the first game on Village fields is this Thursday at Highridge and the season starts in full swing on April 22.

- Fleet Office Improvements
  - Staff completed improvements to the fleet office, new flooring, wall and ceiling repairs and painting, new LED lighting, new outlets and switches, a new window to replace where an old a/c unit was, new door hardware, the IT department is now working to get them back up and running.
- We are now working on our spring season prep and annual April list, items such as; putting trash cans and picnic tables back into parks, applying seed and fertilizer sports fields and to other grass areas, cleaning up items from the winter season, cleaning out building drains and gutters, cleaning up landscape areas, installing facility window a/c units.

Upcoming Projects

- Around May 1 we will be starting up drinking fountains and irrigation systems.
- We will be working to make improvements to the pool, painting some patch areas from last season, install of new pumps, install of new funbrellas, and working to prepare the pool for the season.

Discussion regarding increased social media for projects ensued. Some of the recent projects, including Public Works' Stormwater Retention Project at Lufkin Park, have sparked resident inquiries on social media and to the commissioners directly. Being proactive with information to the residents is essential, social media is a great way to keep residents informed. Parks and Recreation has been also posting signs with QR codes at work sites; residents can scan to get information from the village's website.

c) Director's Report- Director. Greg Gola: *Sugar Creek Golf Course will have a ribbon cutting ceremony on May 20th, 2023 after the completion of the pond restoration project, everyone is welcome to attend! Further update will be available after the next Sugar Creek meeting, but the expected opening date for the golf course is May 1st. We continue working with D45 on the details of the IGA. The estimated cost to maintain the fields is $27,000, which excludes fuel, machine wear and tear, etc., we hope to get gym space for recreation programs included in the IGA. We hope to see the draft of the IGA soon and have something settled before the season begins.*

6) BUSINESS:

a) Lufkin Park/OSLAD Grant: Staff met with *DuPage County Stormwater Division on March 22nd to discuss their Public Works project; their timeline includes: permit submittal in late April, review and approval process which takes about two months, issuing bid documents around July 2023, hoping to be done with the project in October or November. Weather permitting, Parks staff can begin with some of the preparation for their work in the late Fall, continuing in Spring 2024.*

b) Recreation Center: *Spoke to a contact at IDNR who advised we don't qualify for a second grant, but we will apply for OSLAD Grant for the playground, basketball court, renovation of baseball field, etc. Staff is reviewing budget items that can be rescheduled to be able to use the funds for the track. The Board approved WB Olson to move forward with early bids and all contracts will be reviewed by the village attorney. There was a feasibility study performed a few years back, which included operational expenses and projected revenues, we have been adjusting some of the expenses and revenues, staffing numbers, etc., as we continue planning for the new recreation center.*

7) PUBLIC COMMENTS ON NON-AGENDA ITEMS: Trustee Murphy commented senior events and on the Metra safety event. The mulch, daffodils and cleanliness at the train station was noted and

appreciated! There is much space at the station that can be used for posting information but there are many outdated postings which are inside of the office, which cannot be accessed by the village. This is Trustee Murphy's last meeting as the liaison.

8) **COMMISSIONER COMMENTS:**
   - *Comm. Collentine: Congratulations to Chair Cordova on the transition!*
   - *Comm. Tucker: I received an email from the Village Manager regarding recording of the meetings. The cost of recording this meeting is not worth it at $5,000 a meeting. The taxpayer's dollars are important and I don't think this should be an expense that is incurred. There must have been a miscommunication as it was mentioned during yesterday's board meeting that Chair Cordova had given the go ahead.*
   - *Comm. Noxon: I have a really hard time spending the taxpayers' dollars to record the meeting when it is simply staff updating us on the projects and programs.*
   - *Vice Chair Bousum: I don't mind being recorded and support transparency, but I do understand that $5,000 is a bit much. Could we record and share the zoom video?*

9) **CHAIRPERSON COMMENTS:** *Thank you to Trustee Murphy for all these years of being the liaison! Big thank you to everyone for the work that has been completed in the last 8 years! I appreciate all the time and effort! This is my last meeting and therefore you will need to select the next Chair Person.*

10) **VILLAGE STAFF COMMENTS:**
   - Assistant Dir. Racanelli: Thank you Trustee Murphy for all of your continued support for Parks and Rec and for being a great liaison! Congratulations to Jorge!
   - Sup. Roche: Congratulations, Jorge! Thank you, Christine! Thank you, Everyone!
   - Dir. Gola: Thank you, Trustee Murphy, for your all your support! Your presence and involvement is notable and we thank you! Thank you, Jorge for 8 years as a commissioner and Congratulations!

11) **ADJOURNMENT:** Chair Cordova called for meeting to adjourn at 8:42pm. Vice-Chair Bousum made motion and was second by Comm. Collentine. Acclamation vote was taken with all ayes.

NEXT MEETING: May 9, 2023.

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section: Village Commission Reports

Subject:
Planning and Zoning Commission Chair Report of June 8, 2023 by Jason Jarrett

Suggested Action:
Acceptance of Planning and Zoning Commission Chair Report of June 8, 2023 by Jason Jarrett

Attachments:
PZ_CHAIR_REPORT_06_08_2023.pdf

Village of Villa Park
Planning and Zoning Commission
Report of the Chair for June 8, 2023

Chairman: Jason Jarrett

Commissioners Present: Eric Luedtke, Louis LeMieux, Dominick Romano, and Justin Shlensky

Village Staff: Marc McLaughlin, Stephanie Barajas

Board Liaison: President Nick Cuzzone

Public Hearings

PZ-23-02 / 1250 S. Ardmore Avenue / 06-16-401-054 / Petitioner, Kendall Communications: The Petitioner is requesting a public hearing to consider a Special Use request to establish a new Cell Tower at 1250 South Ardmore Avenue, Villa Park, Illinois. The subject property is located in the Residential Single-Dwelling District – 7,500 SF (RS-7.5).

The commission recommend approval of PZ-23-02 for a Special Use for a Cell Tower by a vote of 5-0. The recommendation included conditions to gate the access driveway south of the bike path and to provide a thickened asphalt base for the bike path where it intersects the access driveway. A memorandum and transcript will be forwarded to the Village Board along with additional relevant application materials.

Non-Agenda Items: Updates were provided regarding the Comprehensive Plan Update and various on-going and future development projects within the village.

Respectfully,

Jason Jarrett, Chairman

Village Board of Trustees Agenda Item Report

Meeting Date: June 26, 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 or legal counsel";
(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.
(c)(12) regarding "the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any intergovernmental risk management association of which the public body is a member."

Suggested Action:

Attachments: