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

Village Board of Trustees

May 24, 2021 **7:00 PM**

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

1. **Call to Order - Roll Call**
2. **Pledge of Allegiance**
3. **Public Comments on Agenda Items**
4. **Amendments to the Agenda**
5. **Appointments to Board and Commissions**

5.a Economic Development Commission

Larry Calvert	(R) 5/01/2021 - 4/30/2023
Tony Oddo	(R) 5/01/2021 - 4/30/2023

5.b Environmental Concerns Commission

Bob Wagner	(R) 5/01/2021 - 4/30/2024

5.c Fire and Police Commission

Albert Bulthuis	(A) 5/1/2021 - 4/30/2024

5.d Fireman's Pension Board

Rae Rupp-Srch	(R) 4/17/2021 - 4/14/2024
Andrew Fillipp	(R) 4/17/2021 - 4/14/2024
John Rzeszut	(R) 4/17/2021 - 4/14/2024

Marlene Scheibl	(R)	4/17/2021 - 4/14/2024

5.e Historical Preservation Commission:

Carol Marcus	(R)	5/01/2021 - 4/30/2024
Jose Castillo	(R)	5/01/2021 - 4/30/2024

5.f Parks and Recreation Commission

Samuel Bousum, Jr.	(R)	5/01/2021 - 4/30/2023
Jorge Cordova	(R)	5/01/2021 - 4/30/2023
Kelly Steciak	(R)	5/01/2021 - 4/30/2023
Cheryl Tucker	(R)	5/01/2021 - 4/30/2023

5.g Planning and Zoning

Larry Calvert	(R)	5/01/2021 - 4/30/2024
Kenneth "Ken" Jackson	(R)	5/01/2021 - 4/30/2024
Jason Jarrett	(R)	5/01/2021 - 4/30/2024
Michael Orlowski	(R)	5/01/2021 - 4/30/2024
Donald Kase	(A)	5/01/2021 - 4/30/2023
Eric Luedtke	(A)	5/01/2021 - 4/30/2023

5.h Police Pension Fund Board

Chris Aiello	(R)	5/0/2021 - 4/30/2023

5.i Traffic and Safety Commission

Jack Cuthbertson	(R)	5/01/2021 - 4/30/2024
J. Pienkos	(R)	5/01/2021 - 4/30/2024
Carl Timmerman	(R)	5/01/2021 - 4/30/2024
Karen Timmerman	(R)	5/01/2021 - 4/30/2024
Matt D'Allesandro	(A)	5/01/2021 - 4/30/2023
Bob Wagner	(A)	5/01/2021 - 4/30/2023

6. Proclamations/Presentations

6.a Proclamation from the Historical Preservation Commission
VPHPC Proclamation 2021.docx

6.b 2021 Villa Park Historical Preservation Commission Awards

1. Eva Fricke
2. Barb and Tom Johnson

3. Joseph DeAntonis

7. Consent Agenda

7.a Minutes from the Board Meeting Held on May 10, 2021
Minutes May 10, 2021.docx

7.b Bill Listings for the Weeks of May 10, 2021, May 17, 2021, and May 24, 2021 in the Amount of $640,669.79
2021-0510 CY21 Weekly Chk Report.pdf
2021-0517 CY21 Weekly Chk Report.pdf
2021-0524 CY21 Weekly Chk Report.pdf

8. First Reading on Ordinances to be Codified

8.a An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending the Village Code Regarding Membership of the Community Pride Commission

The Community Pride Commission's intent and purpose is to advise the Village President and the Board of Trustees on matters relating to the overall image of the village including physical beautification, public relations, and coordination and promotion of volunteers and volunteerism within the village. The Commission currently has only four (4) members including the chairperson. Due to difficulty finding volunteers to fill commission memberships, the Community Pride Commission is requesting to reduce the Commission's membership from eleven (11) to five (5) members. This reduction will make it easier to obtain a member quorum which is needed to conduct commission business.
ORD - Memebership of the Community Pride Commission.docx

9. Ordinances

9.a Ordinance of the Village of Villa Park, DuPage County, Illinois, Annexing PIN# 06-03-107-006 Located at 17W479 Manor Lane, Rezoning of PIN# 06-03-107-006 from DuPage County Zoning in the R-4 District to the Villa Park M-1, Light Industrial District, Consolidation to One Lot, and a Special Use to Allow Outdoor Equipment and Material Storage

The Village received a request from a property owner located on Manor Lane seeking annexation into Villa Park. This annexation includes a request to consolidate lots into one, a request to rezone a 0.79-acre parcel on the south side of Manor Lane, west of Villa Avenue from R-4 in unincorporated DuPage County to M-1 in Villa Park, and a request for a special use to allow outdoor equipment and material storage. The petitioner purchased this property with the intent to relocate a concrete business to this location and construct a new building for the business.

This item satisfies the Long-Term Routine Strategic Plan Goal "Explore, evaluate, and determine Board policy on annexation of unincorporated areas."
PZ-20-0016 VB Memo 17W479 Manor Ln (Annexation, ZMA, SU).pdf

ORD_Annexation___Rezoning_PZ-20-0016_17W479_Manor_Ln.docx
ORD_Plat_of_Consolidation_PZ-20-0016_17W479_Manor_Ln.docx
ORD_Rezoning_PZ-20-0016_17W479_Manor_Ln.docx
ORD_SU_PZ-20-0016_17W479_Manor_Ln.docx
Plat of Annexation 21015-20 ANNEX REV 1.pdf
Updated Proposal.pdf
PW Comments PZ-20-0016 17W479 Manor Lane.pdf
Fire Comments 17W479 Manor Lane PZ-20-0016 FD Memo.pdf
Exhibits A-E ORD SU PZ-20-0016 17W427 Manor Ln.pdf
Plat of Consolidation 21015-20 CONSOL REV 1.pdf
4-23-2021 DuPage County Information.pdf

9.b An Ordinance of the Village of Villa Park, DuPage County, Illinois, Establishing Temporary Executive Powers Pursuant to Chapter 8, Article III, Sections 8-301 - 308 of the Villa Park Municipal Code, 65 ILCS 5/11-1-6 of the Illinois Municipal Code, and 20 ILCS 3305-11 of the Illinois Emergency Management Act

It is the policy of the Village of Villa Park that the Village be prepared to address any emergency. Therefore, in response to the significant outbreak of the Coronavirus (COVID-19) in the United States, pursuant to Chapter 8, Article III Sections 8-301 – 8-308 of the Village of Villa Park Municipal Code, 65 ILCS 5/11-1-6 of the Illinois Municipal Code, and 20 ILCS 3305-11 of the Illinois Emergency Management Agency Act, it is necessary and appropriate to authorize the Village President to exercise extraordinary power and authority, by executive order, during this state of disaster/emergency to ensure that the effects of COVID-19 are mitigated and minimized and that residents and visitors in the Village remain safe and secure.

This ordinance extends the Temporary Executive Powers contained in Ordinance 4223, approved by the Village Board on May 10, 2021, until such time that the Village Board can reconvene in an open meeting.
ORD - Executive Powers - COVID-19.docx

9.c Ordinances of the Village of Villa Park, DuPage County, Illinois , Approving a Zoning Map Amendment to Mixed-Use TOD District (MX-1), Granting a Special Use for a Planned Unit Development and a Plat of Vacation

The applicant is seeking to construct a high-quality mixed-use development consisting of 348 residential units, a residential amenity space, a ground floor commercial space, and approximately 442 parking spaces. In order to facilitate the proposed project, it will be necessary to acquire a portion of the existing Metra lot, west of North Beverly and north of Terrace Street, owned by the Village, and swap it with parcels the applicant is acquiring on the East side of Beverly to construct a public parking lot. The Plat of Vacation will permit the use of unneeded public right-of-way for the proposed development.

This item satisfies the Long-Term Complex Strategic Plan Goal "Foster the completion of a successful redevelopment in the entire TOD area."
PZ-21-0004 VB Memo Garden Staton (ZMA, SU-PUD, Vacation).pdf
ORD - ROW Vacation Garden Station.docx

ORD - Rezoning Garden Station.docx
ORD - SU-PUD Garden Station.docx
Petition No. PZ-21-0004 05-13-2021.pdf

9.d An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving Agreements to Enforce Use Restrictions of Parking Areas

Area businesses located within the 100-200 block of North Avenue have consistently dealt with unlawful parking and loitering issues in this area. Six (6) local businesses requested assistance from the Village through the establishment of an agreement allowing the Village the authority to enforce use restrictions upon their property.

This ordinance approves agreements between the Village and six (6) businesses to enforce use restrictions of parking areas as authorized by Chapter 11, Section 11-209 of the Illinois Vehicle Code, which authorizes and empowers any municipality to contract with any commercial and industrial facility, shopping center, or apartment complex to regulate the parking of vehicles and traffic at such areas. Staff recommends approval of this ordinance.

This item satisfies the Short-Term Routine Strategic Plan Goal "Continue to implement community policing strategies for challenged areas of the community and to address general public safety models and crime abatement issues."
Memo for Parking Use Restrictions and Agreements 5-24-2021.pdf
ORD - Parking Restrictions around Strat's.docx
Signed Agreements.pdf

9.e An Ordinance Amending Appendix C (Zoning Ordinance) of the Village Municipal Code of the Village of Villa Park, DuPage County, Illinois

The proposed zoning text amendments are recommended to Appendix C of the Village Code. The text amendments are proposed to better clarify code requirements, address best practices and/or current development trends, including adding regulations concerning permanent outdoor storage containers. After performing a review and researching best practices, the Community Development Department is recommending the modifications.

Village staff reviewed comments received and performed additional research, including looking at comparable communities, including Addison, Carol Stream, and Lombard. The Planning & Zoning Commission discussed and provided feedback at the February 11, 2021 and April 8, 2021 public hearings. On the April 8, 2021 public hearing, the Planning & Zoning Commission made some minor recommendations to the wording for accessory buildings/structures and permanent storage containers, and unanimously recommended approval of the zoning code amendments with a 7-0 vote.

This item satisfies the Long-Term Strategic Goal "Engage and be proactive in regional planning efforts and activities."
PZ-21-0001 Zoning Text Amendments_VB 04-26-2021.pdf
ORD for Zoning Text Amendments.docx

Draft of P&Z Minutes.pdf

10. Resolutions

10.a Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a License Agreement with School District 45 for Portions of the North Yale Avenue and West Ridge Road Public Rights-of-Way

School District 45 proposes to reconstruct the existing parking area at the North Elementary School partially located in the Ridge Road right-of-way. In addition, the Village built a parking area in the Yale Avenue right-of-way to be used as school parking as part of the 2020 Yale Avenue Improvement Project. A license agreement would be needed to grant the School District permission for the proposed construction, maintenance, and continued use of the right-of-way for their parking needs.

This item satisfies the Long-Term Complex Strategic Plan Goal to "Engage and be proactive in regional planning efforts and activities."
Sunset W 0150 - License Agreement - Memo.pdf
RESO - Right-of-Way for 150 W. Sunset.doc
Sunset W 0150 - License Agreement.pdf
Sunset W 0150 - Exhibit A.pdf

10.b Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 1 to the Contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for Construction of the Yale Avenue Improvement Project (Plymouth to Ridge) for a Net Deduction in the Amount of $32,184.85

The Village has a contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, in the amount of $964,900.80 for construction of the Yale Avenue Improvement Project (Plymouth to Ridge). Proposed final Change Order Number 1 consists of the final balancing of contract quantities as measured in the field. The net amount of proposed final Change Order Number 1 is a deduction in the amount of $32,184.85, for an adjusted final contract amount of $932,715.95. Staff recommends approval of this change order.

This item satisfies the Short-Term Complex Strategic Plan Goal "Continue using an aggressive infrastructure replacement/development plan that covers sewer, water mains, streets, etc."
MEMO - Yale Avenue Project Final Change Order #1
RESO - Yale Avenue Project Final Change Order #1
Yale Avenue Project Final Change Order #1

10.c Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Purchase of Twenty-Four (24) Body-Worn Cameras, Required Accessories, and Warranty

Staff recommends the purchase of twenty-four (24) WatchGuard Vista body-worn cameras, required accessories and warranty from Motorola Solutions (WatchGuard Video) 415 E. Exchange Parkway, Allen, TX 75002. The total cost

including required accessories and warranty is $46,423.

The total purchase cost will be paid from the DUI Enforcement Fund, 19.520.01.310. The Police Department has submitted a grant request in the amount of $10,000, to the Intergovernmental Risk Management Agency (IRMA) for partial reimbursement of this purchase. The Police Department will also monitor future grants that may become available by the Illinois Law Enforcement Training and Standards Board. Illinois Public Act 101-0652 requires all police departments to implement body-worn cameras by January 1, 2025.

This item satisfies the Short-Term Routine Strategic Plan Goals “Explore opportunities and methods for maintaining staffing levels in the Fire and Police Departments” and “Continue to implement and update the Village’s Information Technology Plan including enhancing the Village’s computer capacity, software, and hardware to facilitate customer service and operational efficiency.”
Memo Body-Worn Camera Purchase.pdf
RESO - Purchase of Body Worn Cameras.doc
villa park quote 5-11-2021.pdf
villa park chest mounts 5-11-2021.pdf

10.d Resolution of the Village of Villa Park, DuPage County, Illinois Approving a Metra Coffee Shop Lease

The Marrakesh Express Café opened in November 2019. By March 2020 the café ceased operation due to the COVID-19 pandemic. The current operator will be relocating and has found a successor to buy the business and equipment.

The new operator, Ms. Eman Emam, is an artist and a former art professor at Cairo University. She will continue to operate as the Marrakesh Express Café and to serve the commuters with pastries, snacks, coffee, cold sandwiches, and espresso beverages.

The two (2) year lease contains, among others items, monthly rent payments of $130, hours of operation will be at a minimum 5:00 a.m. to 10:30 a.m. Monday through Friday, and certain insurance coverages.

This item satisfies the Long-Term Complex Strategic Plan Goal "Continue to follow a long-term master plan to fund all village needs."
Emam Cafe Lease Memo 05-21.docx
Emam Cafe Resolution.docx
Exhibit A - Emam Cafe Lease.docx

10.e Resolution of the Village of Villa Park, DuPage County, Illinois, Opposing SB2298 Amending the Tax Increment Allocation Redevelopment Act of the Illinois Municipal Code

Senator Ann Gillespie and co-sponsor Senator Melinda Bush are attempting to eliminate the effectiveness of the most important tool available to municipalities to enhance positive economic change. If passed, this Bill would add two factors to the determination of "blighted area" for the designated improved area and

removes or modifies various elements for the definition of "blighted area" and "conservation area" that greatly reduce the eligibility for many distressed areas. The Bill also requires new development projects to be completed no later than the end of the 10th year after a TIF Ordinance is adopted, instead of 23 years. The reduction of years will reduce the life of a TIF District, which will prohibit new growth within municipalities.

This item satisfies the Long-Term Routine Strategic Plan Goal "Continue the economic development fund to assist/incentivize desirable/viable/aligned business opportunities in concert with the Village's planning models and analyses."
RESO - TIF Opposition.docx

10.f Resolution of the Village of Villa Park, DuPage County, Illinois, Creating a Retirement Healthcare Funding Plan

Members of the International Association of Firefighters (IAFF) request assistance from the Village in creating a retirement healthcare funding plan for their members. This Internal Revenue Code (IRC) Section 115 Trust will be funded through employee payroll deductions and compensatory time buyback as defined within the labor agreement between the Village and IAFF. This plan will allow plan members to save for costs associated with healthcare after retirement.

This item satisfies the Short-Term Routine Strategic Plan Goal "Explore opportunities and methods for maintaining staffing levels in the Fire and Police departments."
RESO - Healthcare Funding Plan.docx
ASA-Ottosen 115 Plan.pdf
Specifications-Ottosen 115 Plan.pdf
Trust-Ottosen 115 Plan.pdf
Welfare Plan-Ottosen 115 Plan.pdf
IPPFA-TRS Service Agreement.pdf
SPD-Ottosen 115 Plan.pdf

11. Motion to Approve

11.a Motion to Approve a Two (2) Year Agreement between the Village of Villa Park and the International Association of Firefighters (IAFF) Contract that will be Effective May 1st, 2021 through April 30, 2023

This satisfies the Short-Term Routine Strategic Goal "Explore opportunities and methods for maintaining staffing levels in the Fire and Police departments."
Agreement between Village of Villa Park and the International Association of Firefighters.pdf

12. Public Comments on Non-Agenda Items

13. Village Clerk's Report

14. Village Trustees' Report

15. Village President's Report

16. Village Manager's Report

17. Adjournment

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

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Admin Asst
Submitting Department: Village Board
Item Type: Business (Commission Only)
Agenda Section: Appointments to Board and Commissions

Subject:
Economic Development Commission

Larry Calvert	(R)	5/01/2021 - 4/30/2023
Tony Oddo	(R)	5/01/2021 - 4/30/2023

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Admin Asst
Submitting Department: Village Board
Item Type: Report/Presentation
Agenda Section: Appointments to Board and Commissions

Subject:
Environmental Concerns Commission

Bob Wagner	(R) 5/01/2021 - 4/30/2024

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section: Appointments to Board and Commissions

Subject:
Fire and Police Commission

Albert Bulthuis	(A) 5/1/2021 - 4/30/2024

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Admin Asst
Submitting Department: Village Board
Item Type: Report/Presentation
Agenda Section: Appointments to Board and Commissions

Subject:
Fireman's Pension Board

Rae Rupp-Srch	(R) 4/17/2021 - 4/14/2024
Andrew Fillipp	(R) 4/17/2021 - 4/14/2024
John Rzeszut	(R) 4/17/2021 - 4/14/2024
Marlene Scheibl	(R) 4/17/2021 - 4/14/2024

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Admin Asst
Submitting Department: Village Board
Item Type: Report/Presentation
Agenda Section: Appointments to Board and Commissions

Subject:
Historical Preservation Commission:

Carol Marcus	(R)	5/01/2021 - 4/30/2024
Jose Castillo	(R)	5/01/2021 - 4/30/2024

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Admin Asst
Submitting Department: Village Board
Item Type: Report/Presentation
Agenda Section: Appointments to Board and Commissions

Subject:
Planning and Zoning

Larry Calvert	(R)	5/01/2021 - 4/30/2024
Kenneth "Ken" Jackson	(R)	5/01/2021 - 4/30/2024
Jason Jarrett	(R)	5/01/2021 - 4/30/2024
Michael Orlowski	(R)	5/01/2021 - 4/30/2024
Donald Kase	(A)	5/01/2021 - 4/30/2023
Eric Luedtke	(A)	5/01/2021 - 4/30/2023

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Admin Asst
Submitting Department: Village Board
Item Type: Report/Presentation
Agenda Section: Appointments to Board and Commissions

Subject:
Police Pension Fund Board

Chris Aiello	(R) 5/0/2021 - 4/30/2023

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Admin Asst
Submitting Department: Village Board
Item Type: Report/Presentation
Agenda Section: Appointments to Board and Commissions

Subject:
Traffic and Safety Commission

Jack Cuthbertson	(R)	5/01/2021 - 4/30/2024
J. Pienkos	(R)	5/01/2021 - 4/30/2024
Carl Timmerman	(R)	5/01/2021 - 4/30/2024
Karen Timmerman	(R)	5/01/2021 - 4/30/2024
Matt D'Allesandro	(A)	5/01/2021 - 4/30/2023
Bob Wagner	(A)	5/01/2021 - 4/30/2023

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Carol Marcus
Submitting Department: Historical Preservation Commission
Item Type: Proclamations
Agenda Section: Proclamations/Presentations

Subject:
Proclamation from the Historical Preservation Commission

Suggested Action:

Attachments:
VPHPC Proclamation 2021.docx

Proclamation for
Historical Preservation Month
May 2021

WHEREAS, **"Yes, Preservation Matters!"** is the theme for National Preservation Month, co-sponsored by the Villa Park Historical Preservation Commission and the Village of Villa Park, that celebrates and honors the past while looking forward toward the future and;

WHEREAS, the Village of Villa Park recognizes and is proud to have two National Register properties, nearly 85 buildings that have been historically recognized, and two locally designated Historic Landmark Business Districts; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by individuals who preserve the heritage that has shaped our Village and us as people; and

WHEREAS, historic preservation is an effective tool for revitalizing neighborhoods, fostering local pride, maintaining community character, managing growth and sustaining development, while enhancing livability; and

WHEREAS, historic preservation encourages community reinvestment, saving resources and promoting socially, and culturally rich communities; and

WHEREAS, historic preservation fosters a culture of reuse and life-cycle conservation which is environmentally sustainable and economical;

NOW, THEREFORE, I, Nick Cuzzone, Village President of Villa Park, do recognize **May 2021** as National Historic Preservation Month and proclaim **May 2021** as Villa Park Historic Preservation Month, and call upon the people of Villa Park to join their fellow citizens across the United States in recognizing and participating in this special observance.

Dated this 24th day of May 2021.

_____
Village President

ATTEST:

_____
Village Clerk

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Admin Asst
Submitting Department: Historical Preservation Commission
Item Type: Proclamations
Agenda Section: Proclamations/Presentations

Subject:
2021 Villa Park Historical Preservation Commission Awards

1. Eva Fricke
2. Barb and Tom Johnson
3. Joseph DeAntonis

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Admin Asst
Submitting Department: Village Board
Item Type: Minutes
Agenda Section: Consent Agenda

Subject:
Minutes from the Board Meeting Held on May 10, 2021

Suggested Action:

Attachments:
Minutes May 10, 2021.docx

Next Ordinance No. 4222
Next Resolution No. 2086

VILLAGE OF VILLA PARK

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

Village Board of Trustees

May 10, 2021 **7:00 PM**

Village President Albert Bulthuis
Village Clerk Hosanna Korynecky
Village Trustees David Cilella, Nick Cuzzone, Christine Murphy, Kevin Patrick, Cheryl Tucker, Robert Wagner

MINUTES OF THE FORMAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON MAY 10, 2021

PRESENT: Trustees Cilella, Cuzzone, Murphy, Patrick, Tucker, Wagner and President Bulthuis.
ALSO PRESENT: Attorney Orr, Manager Keehner and Clerk Korynecky.

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

2. Pledge of Allegiance.
President Bulthuis led the Pledge of Allegiance and Trustee Wagner said the prayer.

3. Public Comments on Agenda Items.
There were no participants.

4. Amendments to the Agenda.

5. Resolutions.
5.a. Resolution of the Village of Villa Park, DuPage County, Illinois, Supporting Restoration of Local Government Distributive Fund (LGDF) Revenue.
The State of Illinois has a long-term agreement with municipalities to support and invest in local services through the Local Government Distributive Fund (LGDF). This fund includes the collection and distribution of tax revenues on behalf of municipalities.
Since the state income tax was adopted in 1969, state government has shared a percentage of total income tax collections through the LGDF with municipalities on a per capita basis in lieu of a local income tax. These shared revenues have been significantly reduced by the State since 2011 from 10% to now 6.06%.
Governor Pritzker proposed that the Fiscal Year 2022 state budget reduce the 10% municipalities should receive to 6.06%. Municipalities have dealt with fewer revenue sources in past years and had to explore other options to maintain the current level of Village services. This resolution urges the Governor to restore LGDF payments to 10%.
Motion to approve the resolution was made by Trustee Wagner and seconded by Trustee Cuzzone. President Bulthuis provided additional information. Roll call vote tallied seven (7) ayes made by Trustees Patrick, Tucker, Cilella, Murphy, Cuzzone, Wagner and President Bulthuis. There were no nays. Motion carried.

6. Consent Agenda.
6.a. Minutes from the Board Meeting Held on April 26, 2021.
6.b. Bill Listings for the Weeks of April 26, 2021 and May 3, 2021 in the Amount of $652,031.87.
Motion to approve Consent Agenda was made by Trustee Wagner and seconded by Trustee Cilella. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Patrick, Cuzzone, Tucker, Murphy, Cilella, Wagner and President Bulthuis. There were no nays. Motion carried.

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

8. Comments from Retiring Trustees.
Trustee Wagner said it was an honor and privilege to serve the residents of Villa Park and wished the best to the newly elected trustees.
Trustee Tucker said it was an honor to serve the residents of Villa Park and wished success to the new board.
President Bulthuis said he served the Village for 14 years and thanked the residents for electing him and also thanked the board and commissions for their service to the Village.

9. Adjournment Sine Die.
Motion to adjourn was made by Trustee Cilella and seconded by Trustee Murphy. Voice vote passed with all ayes. Motion passed. Meeting adjourned at 7:11 p.m.

10. Oath of Office for Newly Elected Officials by Judge Robert Kleeman.

Elected Village President	Nick Cuzzone
Elected Village Clerk	Hosanna Korynecky
Elected Village Trustee	Jack Corkery
Elected Village Trustee	Jack Kozar
Elected Village Trustee	Deepa Kumar

11. Reconvene with Newly Established Village Board.

Village President Nick Cuzzone

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

12. Call to Order – Roll Call.
President Cuzzone called the meeting to order at 7:22 p.m. and Clerk Korynecky called the roll.

13. Presentation of Plaques (President Cuzzone).
President Cuzzone presented plaques to Trustees Tucker and Wagner for their loyal and distinguished service to the Village and to President Bulthuis for his service as a Trustee and Village President.

14. Proclamations.
12.a. Proclamation of National Public Works Week – May 16-23, 2021.
Proclamation made by President Cuzzone.

15. Ordinances.
15.a. Ordinance of the Village of Villa Park, DuPage County, Illinois, granting a variation pursuant to Article IX, Section 15-73.A.1 of the DuPage County Stormwater and Flood Plain Ordinance.
DuPage School District 45 proposes to construct an Early Childhood Center on the Jackson Middle School property located at 301 West Jackstreet. Stormwater runoff associated with this new center is required to be detained. Stormwater detention will be provided in the Village-maintained regional flood control facility in the Jackson Middle School area. To preserve the functionality of the regional flood control facility, the discharge cannot be further restricted. Therefore, the required allowable release rate for the stormwater detention volume associated with the new Early Childhood Center canot be achieved and a variance from the requirements of Article IX, Section 15-73.A.1 of the DuPage County Stormwater and Flood Plain Ordinance is needed. Staff recommends approval of this ordinance.
Motion to approve the ordinance was made by Trustee Patrick and seconded by Trustee Cilella. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Kozar, Corkery, Murphy, Cilella, Patrick, Kumar and President Cuzzone. There were no nays. Motion carried.

15.b. Ordinance of the Village of Villa Park, DuPage County, Illinois, Establishing Temporary Executive Powers Pursuant to Chapter 8, Article III, Sections 8-301 – 308 of the Villa Park Municipal Code, 65 ILCS 5/11-1-6 of the Illinois Municipal Code and 20 ILCS 3305-11 of the Illinois Emergency Management Act.

It is the policy of the Village of Villa Park that the Village be prepared to address any emergency. Therefore, in response to the new and significant outbreak of the Coronavirus (COVID-19) in the United States, pursuant to Chapter 8, Article III Sections 8-301 – 8-308 of the Village of Villa Park Municipal Code, 65 ILCS 5/11-1-6 of the Illinois Municipal Code and 20 ILCS 3305-11 of the Illinois Emergency Management Agency Act, it is necessary and appropriate to authorize the Village President to exercise extraordinary power and authority, by executive order, during this state of disaster/emergency to ensure that the effects of COVID-19 are mitigated and minimized and that residents and visitors in the Village remain safe and secure.
This ordinance extends the Temporary Executive Powers contained in Ordinance 4217, approved by the Village Board on April 26, 2021, until such time that the Village Board can reconvene in an open meeting.
Motion to approve the ordinance was made by Trustee Murphy and seconded by Trustee Patrick. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Kozar, Cilella, Kumar, Corkery, Murphy, Patrick and President Cuzzone. There were no nays. Motion carried.

16. Public Comments on Agenda Items.
There were no participants.

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

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

19. Village Trustees' Report.
Trustee Kozar thanked the residents for electing him.
Trustee Patrick thanked the first responders for the work they do and thanked the outgoing trustees for their service to the Village.
Trustee Cilella welcomed the newly elected Village officials.
Trustee Kumar thanked the residents for electing her.
Trustee Corkery thanked the residents for electing him.
Trustee Murphy reminded residents about Spring Sweep on May 15 from 9 a.m. to 12 noon.

20. Village President's Report.
President Cuzzone thanked the outgoing Trustees and President Bulthuis for their service to the Village and thanked the residents for electing him as Village President. He also said the Parks and Recreation Advisory Commission will meet on May 11 at 7 p.m. and the Iowa Community Center.

21. Village Manager's Report.
Manager Keehner thanked retiring Trustees Tucker and Wagner and President Bulthuis for their service to the Village and welcomed the newly sworn in Trustees and Village President. He referred to an article from the DuPage County Health Department stating they are partnering with the DuPage Fire Chiefs Association to expand current efforts to vaccinate homebound residents. For information on the program log on www.dupagehealth.org/covid19vaccinationregistration or call 630-682-7400.

22. Adjournment.
Motion to adjourn was made by Trustee Patrick and seconded by Trustee Cilella. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 7:39 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting is Scheduled for May 24, 2021.

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Admin Asst
Submitting Department: Village Board
Item Type: Bill Listing
Agenda Section: Consent Agenda

Subject:
Bill Listings for the Weeks of May 10, 2021, May 17, 2021, and May 24, 2021 in the Amount of $640,669.79

Suggested Action:

Attachments:
2021-0510 CY21 Weekly Chk Report.pdf
2021-0517 CY21 Weekly Chk Report.pdf
2021-0524 CY21 Weekly Chk Report.pdf

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on May 10, 2021

Covering weekly check runs dated for:

May 10, 2021/CY21 .....$57,388.65

1 of 1

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "0503INT","WF051021","051001"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.190515 DUE TO/FROM LIBRARY (BENEFITS)								
DEARBORN NATIONAL LIFE INSURAN	APRIL 2021	0	CY21 LIFE INSURANCE; APRIL 2021	57.18	.00		051001	
DEARBORN NATIONAL LIFE INSURAN	MAY 2021	0	CY21 LIFE INSURANCE; MAY 2021	57.18	.00		051001	
LINDEN OAKS MEDICAL GROUP	JAN-MAR 2021	0	EMP ASSIST PRGM; JAN-MARCH 2021	276.00	.00		051001	
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):				390.36	.00			
10.210508 ESCROW: P. W. PROJECTS								
RUSS'S PLUMBING	PRUU21-502	0	PARKWAY BOND RLS; 705 S ADDISON RD	1,200.00	.00		051001	
Total 10.210508 ESCROW: P. W. PROJECTS:				1,200.00	.00			
10.210515 DELTA DENTAL RESERVE								
DELTA DENTAL OF ILLINOIS	APRIL 2021	0	TOTAL ADMIN CHARGES; APRIL 2021	1,346.32	.00		051001	
DELTA DENTAL OF ILLINOIS	APRIL 2021	0	TOTAL CLAIMS CHARGE; APRIL 2021	5,700.02	.00		051001	
Total 10.210515 DELTA DENTAL RESERVE:				7,046.34	.00			
10.210516 VISION SERVICE PLAN RESERVE								
VISION SERVICE PLAN	APRIL 2021	0	TOTAL ADMIN CHARGES; APRIL 2021	896.16	.00		051001	
VISION SERVICE PLAN	APRIL 2021	0	TOTAL CLAIMS CHRGS; APRIL 2021	1,644.35	.00		051001	
Total 10.210516 VISION SERVICE PLAN RESERVE:				2,540.51	.00			
10.43100 BUILDING PERMITS								
DOHERTY, ARLENE	PRPR21-706	0	OVERPAYMENT OF PERMIT PRPR21-706	100.00	.00		051001	
RAGANO HEATING & AIR	PRMH21-687	0	OVERPAYMENT OF PERMIT PRMH21-687	52.00	.00		051001	
Total 10.43100 BUILDING PERMITS:				152.00	.00			
Total :				11,329.21	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.511.00.303 DUES & PUBLICATIONS								
PADDOCK PUBLICATIONS	MAY-JUNE 2021	0	ANN NEWSPAPER SUBRCRIPT;5/5-6/29/21	89.80	.00		051001	
Total 10.511.00.303 DUES & PUBLICATIONS:				89.80	.00			
10.511.00.650 ENVIRONMENTAL CONCERNS COMM								
SITE ONE LANDSCAPE SUPPLY	108242837-001	0	MORTON ELM HYBRID	379.05	.00		051001	
Total 10.511.00.650 ENVIRONMENTAL CONCERNS COMM:				379.05	.00			
Total PUBLIC AFFAIRS:				468.85	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.512.01.210 TELEPHONE								
SAWYER, BRIAN	APRIL 2021	0	PERS DEVICE PHONE REIMB; APRIL 2021	24.99	.00		051001	
SAWYER, BRIAN	APRIL 2021	0	USAGE REIMB; APRIL 2021	24.99	.00		051001	
Total 10.512.01.210 TELEPHONE:				49.98	.00			
10.512.01.299 OTHER CONTRACTUAL SERVICES								
SAWYER, BRIAN	APRIL 2021	0	MILEAGE REIMB; APRIL 2021	29.21	.00		051001	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:				29.21	.00			
Total MANAGER:				79.19	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.513.00.210 TELEPHONE								
SETTLES, JULIE	APRIL 2021	0	PERS PHONE REIMBURSEMENT; APRIL 2021	24.99	.00		051001	
SETTLES, JULIE	APRIL 2021	0	USAGE REIMBURSEMENT; APRIL 2021	24.99	.00		051001	
Total 10.513.00.210 TELEPHONE:				49.98	.00			
10.513.00.299 OTHER CONTRACTUAL SERVICES								
AMERICAN PRINTING TECHNOLOGIE	21-VP04	0	PRODUCTION SVCS UTIL BILL RUN#4 2021	208.35	.00		051001	
CONNECT SEARCH LLC	S1026881	0	TEMPORARY STAFF SERVICES	1,320.00	.00		051001	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:				1,528.35	.00			
10.513.00.317 OFFICE SUPPLIES								
SCOT DECAL COMPANY INC	26385	0	2021 VENDING LICENSE DECALS	312.00	.00		051001	
Total 10.513.00.317 OFFICE SUPPLIES:				312.00	.00			
Total FINANCE:				1,890.33	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.514.00.270 MAINT OF OFFICE EQUIPMENT								
KONICA MINOLTA BUSINESS	9007697499	0	B&W COPY CHARGES APRIL 2021	2.55	.00		WF05102	
KONICA MINOLTA BUSINESS	9007697499	0	COLOR COPY CHARGES APRIL 2021	23.85	.00		WF05102	
Total 10.514.00.270 MAINT OF OFFICE EQUIPMENT:				26.40	.00			
10.514.00.289 INSPECTORS FEES								
ELEVATOR INSPECTION SVC CO INC	100303	0	ELEVATOR INSPECTIONS	50.00	.00		WF05102	
Total 10.514.00.289 INSPECTORS FEES:				50.00	.00			
Total COMMUNITY DEVELOPMENT:				76.40	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.515.00.205 POSTAGE								
AMERICAN PRINTING TECHNOLOGIE	21VP04-P	0	POSTAGE	5,000.00	.00		051001	
Total 10.515.00.205 POSTAGE:				5,000.00	.00			
10.515.00.250 EMPLOYEE BENEFITS								
DEARBORN NATIONAL LIFE INSURAN	APRIL 2021	0	CY21 LIFE INSURANCE; APRIL 2021	85.66	.00		051001	
DEARBORN NATIONAL LIFE INSURAN	MAY 2021	0	CY21 LIFE INSURANCE; MAY 2021	80.42	.00		051001	
LINDEN OAKS MEDICAL GROUP	JAN-MAR 2021	0	EMP ASSIST PRGM; JAN-MARCH 2021	115.00	.00		051001	
Total 10.515.00.250 EMPLOYEE BENEFITS:				281.08	.00			
Total CENTRAL SERVICES:				5,281.08	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.516.00.222 HEATING & A/C MAINT SERV								
OFFICE OF THE STATE FIRE MARSHA	9644222	0	CORP BOILERS-RENEWAL CERT.FEES	210.00	.00		WF05102	
Total 10.516.00.222 HEATING & A/C MAINT SERV:				210.00	.00			
10.516.00.315 BUILDING MAINT SUPPLIES								
ROYAL PIPE & SUPPLY COMPANY	S1507363	0	PD- VB REPAIR KIT	36.26	.00		WF05102	
Total 10.516.00.315 BUILDING MAINT SUPPLIES:				36.26	.00			
Total BUILDINGS & GROUNDS:				246.26	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.518.00.215 SHOP SERVICES								
CINTAS CORPORATION #344	4082269083	0	FLT UNIFORM & TOWELS	47.30	.00		WF05102	
Total 10.518.00.215 SHOP SERVICES:				47.30	.00			
10.518.00.250 EMPLOYEE BENEFITS								
DEARBORN NATIONAL LIFE INSURAN	APRIL 2021	0	CY21 LIFE INSURANCE; APRIL 2021	15.72	.00		051001	
DEARBORN NATIONAL LIFE INSURAN	MAY 2021	0	CY21 LIFE INSURANCE; MAY 2021	15.72	.00		051001	
LINDEN OAKS MEDICAL GROUP	JAN-MAR 2021	0	EMP ASSIST PRGM; JAN-MARCH 2021	17.25	.00		051001	
Total 10.518.00.250 EMPLOYEE BENEFITS:				48.69	.00			
Total GARAGE:				95.99	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.519.00.317 OFFICE SUPPLIES								
QUILL CORPORATION	16244254	0	TIME CARDS, PENS, PREINKED STAMPS	176.73	.00		051001	
Total 10.519.00.317 OFFICE SUPPLIES:				176.73	.00			
Total ENGINEERING:				176.73	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.520.01.250 EMPLOYEE BENEFITS								
DEARBORN NATIONAL LIFE INSURAN	APRIL 2021	0	CY21 LIFE INSURANCE; APRIL 2021	354.32	.00		051001	
DEARBORN NATIONAL LIFE INSURAN	MAY 2021	0	CY21 LIFE INSURANCE; MAY 2021	354.32	.00		051001	
LINDEN OAKS MEDICAL GROUP	JAN-MAR 2021	0	EMP ASSIST PRGM; JAN-MARCH 2021	368.00	.00		051001	
Total 10.520.01.250 EMPLOYEE BENEFITS:				1,076.64	.00			
Total POLICE:				1,076.64	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.521.01.250 EMPLOYEE BENEFITS								
DEARBORN NATIONAL LIFE INSURAN	APRIL 2021	0	CY21 LIFE INSURANCE; APRIL 2021	14.58	.00		051001	
DEARBORN NATIONAL LIFE INSURAN	MAY 2021	0	CY21 LIFE INSURANCE; MAY 2021	14.58	.00		051001	
LINDEN OAKS MEDICAL GROUP	JAN-MAR 2021	0	EMP ASSIST PRGM; JAN-MARCH 2021	23.00	.00		051001	
Total 10.521.01.250 EMPLOYEE BENEFITS:				52.16	.00			
10.521.01.299 OTHER CONTRACTUAL SERVICES								
ELMHURST OCCUPATIONAL HEALTH	134081-00	0	EXAMS & SCREENING	2,220.00	.00		051001	
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:				2,220.00	.00			
Total FIRE:				2,272.16	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.523.02.250 EMPLOYEE BENEFITS								
DEARBORN NATIONAL LIFE INSURAN	APRIL 2021	0	CY21 LIFE INSURANCE; APRIL 2021	118.24	.00		051001	
DEARBORN NATIONAL LIFE INSURAN	MAY 2021	0	CY21 LIFE INSURANCE; MAY 2021	118.24	.00		051001	
LINDEN OAKS MEDICAL GROUP	JAN-MAR 2021	0	EMP ASSIST PRGM; JAN-MARCH 2021	143.75	.00		051001	
Total 10.523.02.250 EMPLOYEE BENEFITS:				380.23	.00			
Total AMBULANCE/PARAMEDIC:				380.23	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.524.02.299 OTHER CONTRACTUAL SERVICES								
KUUSAKOSKI US LLC	A-8465	0	ELECTRONIC RECYCLING	1,295.15	.00		051001	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:				1,295.15	.00			
Total GARBAGE:				1,295.15	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.525.01.250 EMPLOYEE BENEFITS								
DEARBORN NATIONAL LIFE INSURAN	APRIL 2021	0	CY21 LIFE INSURANCE; APRIL 2021	41.92	.00		051001	
DEARBORN NATIONAL LIFE INSURAN	MAY 2021	0	CY21 LIFE INSURANCE; MAY 2021	41.92	.00		051001	
LINDEN OAKS MEDICAL GROUP	JAN-MAR 2021	0	EMP ASSIST PRGM; JAN-MARCH 2021	57.50	.00		051001	
Total 10.525.01.250 EMPLOYEE BENEFITS:				141.34	.00			
10.525.01.299 OTHER CONTRACTUAL SERVICES								
ELMHURST OCCUPATIONAL HEALTH	134080-00	0	EXAMS & SCREENING	70.00	.00		051001	
Total 10.525.01.299 OTHER CONTRACTUAL SERVICES:				70.00	.00			
10.525.01.301 UNIFORMS								
FLINT, CHAD	MAY 2020	0	CY21 Uniform Allowance	450.00	450.00	05/03/2021	0503INT	
Total 10.525.01.301 UNIFORMS:				450.00	450.00			
10.525.01.399 OTHER SUPPLIES								
MIELIAUSKAS, ARETAS	1133 S ARDMORE	0	MAILBOX REIMB FROM SNOW PLOW DAMA	75.00	.00		051001	
Total 10.525.01.399 OTHER SUPPLIES:				75.00	.00			
10.525.25.299 OTHER CONTRACTUAL SERVICES								
H & H ELECTRIC COMPANY	36653	0	MARCH TRAFFIC SIGNAL MAINTENANCE	832.00	.00		051001	
Total 10.525.25.299 OTHER CONTRACTUAL SERVICES:				832.00	.00			
10.525.27.299 OTHER CONTRACTUAL SERVICES								
YORK TOWNSHIP HIGHWAY DEPT	2020-2021 SEASON	0	2020-2021 SNOW REMOVAL	4,869.00	.00		051001	
Total 10.525.27.299 OTHER CONTRACTUAL SERVICES:				4,869.00	.00			
10.525.27.343 STONE								
DUPAGE MATERIALS COMPANY, LLC.	13341	0	2.5 TONS FRAP	17.50	.00		051001	
Total 10.525.27.343 STONE:				17.50	.00			
10.525.27.399 OTHER SUPPLIES								
MCCANN INDUSTRIES INC	P44386	0	JOINTS, STAKES, NAILS, ADA PANEL	953.47	.00		051001	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total 10.525.27.399 OTHER SUPPLIES:				953.47	.00			
Total STREET:				7,408.31	450.00			
Total CORPORATE FUND:				32,076.53	450.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
27.502.01.401 CAPITAL OUTLAY								
ARTISTIC OUTDOOR LIGHTING	9227	0	DEPOT-UPLIGHTING WIRES REPAIRED	225.00	.00		WF05102	
Total 27.502.01.401 CAPITAL OUTLAY:				225.00	.00			
Total GENERAL:				225.00	.00			
Total TIF 5 FUND - KENILWORTH:				225.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
28.502.01.299 OTHER CONTRACTUAL SERVICES								
DUPAGE COUNTY COLLECTOR	100 & 110 S VILLA	0	2020 PROPERTY TAX 110 S VILLA AVE	1,236.63	.00		051001	
DUPAGE COUNTY COLLECTOR	100 & 110 S VILLA	0	2020 PROPERTY TAX 110 S VILLA AVE	3,557.11	.00		051001	
DUPAGE COUNTY COLLECTOR	100 & 110 S VILLA	0	2020 PROPERTY TAX 100 S VILLA AVE	6,900.97	.00		051001	
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:				11,694.71	.00			
Total GENERAL:				11,694.71	.00			
Total TIF 4 FUND - ST. CHARLES RD:				11,694.71	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.01.250 EMPLOYEE BENEFITS								
DEARBORN NATIONAL LIFE INSURAN	APRIL 2021	0	CY21 LIFE INSURANCE; APRIL 2021	40.78	.00		051001	
DEARBORN NATIONAL LIFE INSURAN	MAY 2021	0	CY21 LIFE INSURANCE; MAY 2021	40.78	.00		051001	
LINDEN OAKS MEDICAL GROUP	JAN-MAR 2021	0	EMP ASSIST PRGM; JAN-MARCH 2021	74.75	.00		051001	
Total 35.502.01.250 EMPLOYEE BENEFITS:				156.31	.00			
Total GENERAL:				156.31	.00			
Total RECREATION FUND:				156.31	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
36.502.01.250 EMPLOYEE BENEFITS								
DEARBORN NATIONAL LIFE INSURAN	APRIL 2021	0	CY21 LIFE INSURANCE; APRIL 2021	47.16	.00		051001	
DEARBORN NATIONAL LIFE INSURAN	MAY 2021	0	CY21 LIFE INSURANCE; MAY 2021	47.16	.00		051001	
LINDEN OAKS MEDICAL GROUP	JAN-MAR 2021	0	EMP ASSIST PRGM; JAN-MARCH 2021	46.00	.00		051001	
Total 36.502.01.250 EMPLOYEE BENEFITS:				140.32	.00			
36.502.01.299 OTHER CONTRACTUAL SERVICES								
ELMHURST OCCUPATIONAL HEALTH	134080-00	0	EXAMS & SCREENING	235.00	.00		051001	
Total 36.502.01.299 OTHER CONTRACTUAL SERVICES:				235.00	.00			
36.502.01.317 OFFICE SUPPLIES								
ARAMARK	23381501	0	PKS- 3 LAYER MASKS	169.47	.00		WF05102	
Total 36.502.01.317 OFFICE SUPPLIES:				169.47	.00			
36.502.02.299 OTHER CONTRACTUAL SERVICES								
ROLLINS AQUATIC SOLUTIONS INC	21502	0	APR N.TERRACE POND MAINT.	265.00	.00		WF05102	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:				265.00	.00			
36.502.02.399 OTHER SUPPLIES								
DOG WASTE DEPOT	407051	0	PKS MITTN HEADER GREEN BAGS	604.39	.00		WF05102	
Total 36.502.02.399 OTHER SUPPLIES:				604.39	.00			
Total GENERAL:				1,414.18	.00			
Total PARKS FUND:				1,414.18	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
41.502.03.315 BUILDING MAINT SUPPLIES								
PORTER PIPE AND SUPPLY	12211426-00	0	POOL-MALE ADAPTER, TEE TUBING	356.67	.00		WF05102	
Total 41.502.03.315 BUILDING MAINT SUPPLIES:				356.67	.00			
Total GENERAL:				356.67	.00			
Total SWIMMING POOL FUND:				356.67	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
60.502.02.250 EMPLOYEE BENEFITS								
DEARBORN NATIONAL LIFE INSURAN	APRIL 2021	0	CY21 LIFE INSURANCE; APRIL 2021	9.34	.00		051001	
DEARBORN NATIONAL LIFE INSURAN	MAY 2021	0	CY21 LIFE INSURANCE; MAY 2021	9.34	.00		051001	
Total 60.502.02.250 EMPLOYEE BENEFITS:				18.68	.00			
Total GENERAL:				18.68	.00			
Total STREET IMPROVEMENT FUND:				18.68	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
82.502.01.250 EMPLOYEE BENEFITS								
DEARBORN NATIONAL LIFE INSURAN	APRIL 2021	0	CY21 LIFE INSURANCE; APRIL 2021	44.88	.00		051001	
DEARBORN NATIONAL LIFE INSURAN	MAY 2021	0	CY21 LIFE INSURANCE; MAY 2021	44.88	.00		051001	
LINDEN OAKS MEDICAL GROUP	JAN-MAR 2021	0	EMP ASSIST PRGM; JAN-MARCH 2021	51.75	.00		051001	
Total 82.502.01.250 EMPLOYEE BENEFITS:				141.51	.00			
82.502.01.261 INSURANCE CLAIM LOSSES								
LOU'S AUTO BODY INC	04.22.21	0	PW#16 REPLACED LEFT RR DOOR	1,388.32	.00		WF05102	
Total 82.502.01.261 INSURANCE CLAIM LOSSES:				1,388.32	.00			
82.502.01.299 OTHER CONTRACTUAL SERVICES								
AMERICAN PRINTING TECHNOLOGIE	21-VP04	0	PRODUCTION SVCS UTIL BILL RUN#4 2021	208.35	.00		051001	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:				208.35	.00			
82.502.02.293 LABORATORY TESTING								
PDC LABORATORIES INC	I9460895	0	DBP SAMPLES	400.00	.00		051001	
Total 82.502.02.293 LABORATORY TESTING:				400.00	.00			
82.502.02.299 OTHER CONTRACTUAL SERVICES								
ASSOCIATED TECHNICAL SERVICES	33755	0	EMERGENCY LEAK DETECTION; 359 N LINC	703.50	.00		051001	
Total 82.502.02.299 OTHER CONTRACTUAL SERVICES:				703.50	.00			
82.502.02.354 WATER METERS								
CORE & MAIN	N506122	0	METERS AND CHAMBERS	3,120.00	.00		051001	
Total 82.502.02.354 WATER METERS:				3,120.00	.00			
Total GENERAL:				5,961.68	.00			
Total WATER SUPPLY FUND:				5,961.68	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
83.502.01.250 EMPLOYEE BENEFITS								
DEARBORN NATIONAL LIFE INSURAN	APRIL 2021	0	CY21 LIFE INSURANCE; APRIL 2021	28.02	.00		051001	
DEARBORN NATIONAL LIFE INSURAN	MAY 2021	0	CY21 LIFE INSURANCE; MAY 2021	28.02	.00		051001	
LINDEN OAKS MEDICAL GROUP	JAN-MAR 2021	0	EMP ASSIST PRGM; JAN-MARCH 2021	34.50	.00		051001	
Total 83.502.01.250 EMPLOYEE BENEFITS:				90.54	.00			
83.502.01.299 OTHER CONTRACTUAL SERVICES								
AMERICAN PRINTING TECHNOLOGIE	21-VP04	0	PRODUCTION SVCS UTIL BILL RUN#4 2021	208.35	.00		051001	
CONNECT SEARCH LLC	S1026950	0	TEMPORARY STAFF SERVICES	1,056.00	.00		051001	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:				1,264.35	.00			
83.502.01.301 UNIFORMS								
PYTEL, JOSH	MAY 2020	0	CY21 Uniform Allowance	450.00	450.00	05/03/2021	0503INT	
Total 83.502.01.301 UNIFORMS:				450.00	450.00			
83.502.02.299 OTHER CONTRACTUAL SERVICES								
TRI-R SYSTEMS INC	5242	0	EMERGENCY REPAIR OF TRANSDUCERS	1,680.00	.00		051001	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:				1,680.00	.00			
83.502.02.401 CAPITAL OUTLAY								
JONES, THOMAS	38 W JACKSON	0	REIMB FOR ROW SEWER REPAIR; 38 W JAC	1,000.00	.00		051001	
MARASCO, SAMANTHA	705 S ADDISON	0	REIMB FOR ROW SEWER REPAIR; 705 S AD	1,000.00	.00		051001	
Total 83.502.02.401 CAPITAL OUTLAY:				2,000.00	.00			
Total GENERAL:				5,484.89	450.00			
Total WASTEWATER FUND:				5,484.89	450.00			
Grand Totals:				57,388.65	900.00			

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	32,076.53
TIF 5 FUND - KENILWORTH	
Total TIF 5 FUND - KENILWORTH:	225.00
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	11,694.71
RECREATION FUND	
Total RECREATION FUND:	156.31
PARKS FUND	
Total PARKS FUND:	1,414.18
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	356.67
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	18.68
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	5,961.68
WASTEWATER FUND	
Total WASTEWATER FUND:	5,484.89
Grand Totals:	57,388.65

Amount Paid

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

DATE 5-5-21 APPROVED BY Marlene Schmidt

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "0503INT","WF051021","051001"

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on May 24, 2021

Covering weekly check runs dated for:

May 17, 2021/CY21..... $115,253.22

1 of 1

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF051701","051721"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.511.00.210 TELEPHONE								
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	49.77	.00		051721	
Total 10.511.00.210 TELEPHONE:				49.77	.00			
10.511.00.299 OTHER CONTRACTUAL SERVICES								
HAGGERTY BUICK	SALES TAX MARCH20-FE	0	SALES TAX INCENTIVE 3/20-2/21	56,675.69	.00		051721	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:				56,675.69	.00			
10.511.00.656 FIRE & POLICE COMMISSION								
OTTOSEN DINOLFO	134298	0	LEGAL SERVICES - VILLA PARK FIRE&POLIC	850.00	.00		WF05170	
Total 10.511.00.656 FIRE & POLICE COMMISSION:				850.00	.00			
Total PUBLIC AFFAIRS:				57,575.46	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.512.00.210 TELEPHONE								
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	49.77	.00		051721	
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	34.01	.00		051721	
Total 10.512.00.210 TELEPHONE:				83.78	.00			
10.512.01.299 OTHER CONTRACTUAL SERVICES								
HARRIS COMPUTER SYSTEMS	MUNMN000179	0	CITYVEW MAINTENANCE AND SUPPORT	4,854.97	.00		051721	
TARGETSOLUTIONS LEARNING LLC	23834	0	TARGET SOLUTIONS CHECK-IT, LEARNING	5,535.11	.00		WF05170	
TARGETSOLUTIONS LEARNING LLC	2970.00	0	SCHEDULING MODULE 5/31/21-5/31/22	2,970.00	.00		WF05170	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:				13,360.08	.00			
Total MANAGER:				13,443.86	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.514.00.210 TELEPHONE								
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	1.78	.00		051721	
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	149.31	.00		051721	
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	102.03	.00		051721	
Total 10.514.00.210 TELEPHONE:				253.12	.00			
10.514.00.299 OTHER CONTRACTUAL SERVICES								
DUPAGE COUNTY RECORDER	40270992	0	546 HARVARD RELEASE	11.00	.00		WF05170	
DUPAGE COUNTY RECORDER	40270992	0	546 HARVARD RELEASE	11.00	.00		WF05170	
DUPAGE COUNTY RECORDER	40270992	0	516-518 N ADDISON RELEASE	11.00	.00		WF05170	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:				33.00	.00			
Total COMMUNITY DEVELOPMENT:				286.12	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.515.00.270 MAINT OF OFFICE EQUIPMENT								
GORDON FLESCH CO., INC	IN13315797	0	COPIER USAGE 01/31-04/30/21	714.99	.00		051721	
Total 10.515.00.270 MAINT OF OFFICE EQUIPMENT:				714.99	.00			
Total CENTRAL SERVICES:				714.99	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.516.00.299 OTHER CONTRACTUAL SERVICES								
MIDLAND PLUMBING	6630	0	VH PLUMBING/SMELL SRVC CALLS	325.00	.00		WF05170	
MIDLAND PLUMBING & SEWER	6626	0	VH PLUMBING SMOKE TEST	425.00	.00		WF05170	
OTIS ELEVATOR CO	CY24290001	0	SRVC CALL TROUBLE SHOOT LIFT	282.75	.00		WF05170	
SMG SECURITY SYSTEMS INC	101663	0	FLT ALARM SVC CALL-BATTERY	270.00	.00		WF05170	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:				1,302.75	.00			
Total BUILDINGS & GROUNDS:				1,302.75	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.517.00.299 OTHER CONTRACTUAL SERVICES								
BEAR LANDSCAPE GROUP	9027	0	APRIL METRA NORTH TRACKS LANDSCAPE	925.00	.00		WF05170	
BEAR LANDSCAPE GROUP	9028	0	APRIL METRA SOUTH TRACKS LANDSCAPE	925.00	.00		WF05170	
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:				1,850.00	.00			
Total COMMUTER PARKING LOT:				1,850.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.518.00.210 TELEPHONE								
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	18.48	.00		051721	
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	1.78	.00		051721	
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	49.77	.00		051721	
Total 10.518.00.210 TELEPHONE:				70.03	.00			
10.518.00.215 SHOP SERVICES								
CINTAS CORPORATION #344	4082872608	0	FLT UNIFORMS MATS TOWELS	57.30	.00		WF05170	
Total 10.518.00.215 SHOP SERVICES:				57.30	.00			
Total GARAGE:				127.33	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.519.00.210 TELEPHONE								
VOSKRESENSKI, VASSILI	APRIL 2021	0	PERS PHONE REIMBURSEMENT; APRIL 2021	24.99	.00		051721	
VOSKRESENSKI, VASSILI	APRIL 2021	0	USAGE REIMBURSEMENT; APRIL 2021	24.99	.00		051721	
Total 10.519.00.210 TELEPHONE:				49.98	.00			
Total ENGINEERING:				49.98	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.521.01.210 TELEPHONE								
STAPLETON, STEVEN	CELL PHONE REIMB - AP	0	PERS DEVICE PHONE REIMB; APR 2021	24.99	.00		WF05170	
STAPLETON, STEVEN	CELL PHONE REIMB - AP	0	PERS DEVICE USAGE REIMB; APR 2021	24.99	.00		WF05170	
STAPLETON, STEVEN	CELL PHONE REIMB - MA	0	PERS DEVICE PHONE REIMB; MAR 2021	24.99	.00		WF05170	
STAPLETON, STEVEN	CELL PHONE REIMB - MA	0	PERS DEVICE USAGE REIMB; APR 2021	24.99	.00		WF05170	
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	49.77	.00		051721	
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	34.01	.00		051721	
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	55.44	.00		051721	
Total 10.521.01.210 TELEPHONE:				239.18	.00			
10.521.01.299 OTHER CONTRACTUAL SERVICES								
VERIZON WIRELESS	9877070380	0	WIRELESS SERVICE (4) AIRLINKS (7) IPADS	419.44	.00		WF05170	
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:				419.44	.00			
10.521.01.303 DUES & PUBLICATIONS								
IFSAP	2021 -2022 ANNUAL DUE	0	M.HORNBACK ANNUAL MEMBERSHIP DUES	55.00	.00		WF05170	
Total 10.521.01.303 DUES & PUBLICATIONS:				55.00	.00			
10.521.01.315 BUILDING MAINT SUPPLIES								
ACE HARDWARE, VILLA PARK	17961	0	DUMPSTER WALL HOOK,CHAIR REPAIR	66.40	.00		WF05170	
ACE HARDWARE, VILLA PARK	18003	0	WEED CONTROL FOR STA 81 & 82	29.01	.00		WF05170	
STATE INDUSTRIAL PRODUCTS	901933217	0	(2) 3L DEGREASER (2) 3L FLOOR CLNR (4) 3	520.48	.00		WF05170	
STATE INDUSTRIAL PRODUCTS	901933217	10045	(4) 3L NEUTRAL DISINFECTANT	348.80	.00		WF05170	
Total 10.521.01.315 BUILDING MAINT SUPPLIES:				964.69	.00			
10.521.22.299 OTHER CONTRACTUAL SERVICES								
AIR ONE EQUIPMENT INC	168014	0	FIT TEST FOR PIETA	40.00	.00		WF05170	
SENSIT TECHNOLOGIES	0307803-IN	0	REPAIR OF 4-GAS MONITOR ON O82	739.19	.00		WF05170	
Total 10.521.22.299 OTHER CONTRACTUAL SERVICES:				779.19	.00			
Total FIRE:				2,457.50	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.523.02.210 TELEPHONE								
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	73.92	.00		051721	
Total 10.523.02.210 TELEPHONE:				73.92	.00			
10.523.02.301 UNIFORMS								
O'HERRON CO INC, RAY	2104733-IN	0	NEW FF/PM INITIAL UNIFORM	227.50	.00		WF05170	
O'HERRON CO INC, RAY	2106744-IN	0	NAMEPLATE PIETA	9.00	.00		WF05170	
Total 10.523.02.301 UNIFORMS:				236.50	.00			
10.523.02.399 OTHER SUPPLIES								
BOUND TREE MEDICAL LLC	84042017	10045	(1) CASE FACE MASKS	189.48	.00		WF05170	
MMSGS	18149475	10045	(1) CASE EXAM GLOVES - L	351.65	.00		WF05170	
MMSGS	1815526	10045	(1) CASE EXAM GLOVES - M	350.70	.00		WF05170	
TERRACE SUPPLY COMPANY	70497846	0	THERAPY OXYGEN CYLINDER FOR STA 82	45.58	.00		WF05170	
Total 10.523.02.399 OTHER SUPPLIES:				937.41	.00			
Total AMBULANCE/PARAMEDIC:				1,247.83	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.525.01.210 TELEPHONE								
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	18.48	.00		051721	
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	12.46	.00		051721	
Total 10.525.01.210 TELEPHONE:				30.94	.00			
10.525.01.299 OTHER CONTRACTUAL SERVICES								
JET BRITE CAR WASH INC	4232	0	5 CAR WASHES-PW; OCTOBER 2020	15.00	.00		051721	
Total 10.525.01.299 OTHER CONTRACTUAL SERVICES:				15.00	.00			
10.525.01.399 OTHER SUPPLIES								
RODRIGUEZ, ELVIS	924 N ARDMORE	0	MAILBOX REIMB FROM PLOW DAMAGE	75.00	.00		051721	
Total 10.525.01.399 OTHER SUPPLIES:				75.00	.00			
Total STREET:				120.94	.00			
Total CORPORATE FUND:				79,176.76	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
26.502.01.299 OTHER CONTRACTUAL SERVICES								
BEAR LANDSCAPE GROUP	9026	0	APRIL ARDMORE LANDSCAPE MAINT	590.00	.00		WF05170	
Total 26.502.01.299 OTHER CONTRACTUAL SERVICES:				590.00	.00			
Total GENERAL:				590.00	.00			
Total TIF 6 FUND-NO ARDMORE/VERMONT:				590.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
27.502.01.401 CAPITAL OUTLAY								
BEAR LANDSCAPE GROUP	9030	0	APRIL NATIVE BEDS LANDSCAPE MAINT	190.00	.00		WF05170	
Total 27.502.01.401 CAPITAL OUTLAY:				190.00	.00			
Total GENERAL:				190.00	.00			
Total TIF 5 FUND - KENILWORTH:				190.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.01.210 TELEPHONE								
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	248.85	.00		051721	
Total 35.502.01.210 TELEPHONE:				248.85	.00			
Total GENERAL:				248.85	.00			
Total RECREATION FUND:				248.85	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
36.45128 MISCELLANEOUS REVENUE								
NUTOYS LEISURE PRODUCTS	51414	0	RESIDENT MEMORIAL BIKE RACK	838.00	.00		WF05170	
SITE ONE LANDSCAPE SUPPLY	106976440-001	0	RESIDENT MEMORIAL TREES	1,373.17	.00		WF05170	
Total 36.45128 MISCELLANEOUS REVENUE:				2,211.17	.00			
Total :				2,211.17	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
36.502.01.202 TRAINING & CONFERENCES								
ILLINOIS DEPT OF AGRICULTURE	04.2021	0	PESTICIDE APP RENWL E.LANDGREBE	60.00	.00		WF05170	
Total 36.502.01.202 TRAINING & CONFERENCES:				60.00	.00			
36.502.01.210 TELEPHONE								
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	199.08	.00		051721	
Total 36.502.01.210 TELEPHONE:				199.08	.00			
36.502.01.317 OFFICE SUPPLIES								
RUNCO OFFICE SUPPLY	825556-0	0	POST ITS, BLACK MARKERS	45.13	.00		WF05170	
Total 36.502.01.317 OFFICE SUPPLIES:				45.13	.00			
36.502.02.210 TELEPHONE								
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	92.40	.00		051721	
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	3.56	.00		051721	
Total 36.502.02.210 TELEPHONE:				95.96	.00			
36.502.02.299 OTHER CONTRACTUAL SERVICES								
BEAR LANDSCAPE GROUP	9029	0	APRIL NORTH AVE MEDIANS LANDSCAPE M	1,020.00	.00		WF05170	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:				1,020.00	.00			
36.502.02.304 GROUNDS SUPPLIES								
MENARDS	65434	0	GREENTREATED LUMBER FOR HIGHRIDGE	455.96	.00		WF05170	
Total 36.502.02.304 GROUNDS SUPPLIES:				455.96	.00			
36.502.02.325 GENERAL EQUIPMENT PARTS								
RUSSO'S POWER EQUIPMENT INC	SPI10656982	0	THROTTLE CABLE	21.59	.00		WF05170	
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:				21.59	.00			
36.502.02.399 OTHER SUPPLIES								
TERRACE SUPPLY COMPANY	01023204	0	APRIL PARKS TOOL RENTAL	24.60	.00		WF05170	
TERRACE SUPPLY COMPANY	01023205	0	APRIL PARKS TOOL RENTAL	18.90	.00		WF05170	
TERRACE SUPPLY COMPANY	01023206	0	APRIL PARKS TOOL RENTAL	13.20	.00		WF05170	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total 36.502.02.399 OTHER SUPPLIES:				56.70	.00			
Total GENERAL:				1,954.42	.00			
Total PARKS FUND:				4,165.59	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
41.502.01.317 OFFICE SUPPLIES								
RUNCO OFFICE SUPPLY	824711-0	0	LABELS, ENVELOPES	45.12	.00		WF05170	
Total 41.502.01.317 OFFICE SUPPLIES:				45.12	.00			
41.502.03.315 BUILDING MAINT SUPPLIES								
FERGUSON ENTERPRISES INC	6058778	0	POOL- BLK ADJ PIPE	148.89	.00		WF05170	
Total 41.502.03.315 BUILDING MAINT SUPPLIES:				148.89	.00			
Total GENERAL:				194.01	.00			
Total SWIMMING POOL FUND:				194.01	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
60.502.02.299 OTHER CONTRACTUAL SERVICES								
GOVTEMPSUSA LLC	3725476	0	CONTRACTED ENGINEER; 5/2/21	1,120.00	.00		051721	
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	34.01	.00		051721	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:				1,154.01	.00			
Total GENERAL:				1,154.01	.00			
Total STREET IMPROVEMENT FUND:				1,154.01	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
67.502.02.401 CAPITAL OUTLAY								
IPS	VPPD0010	0	POOL-ACRYLIC SEALANT FOR SLIDE	1,200.00	.00		WF05170	
Total 67.502.02.401 CAPITAL OUTLAY:				1,200.00	.00			
Total GENERAL:				1,200.00	.00			
Total BUILDING IMPROVEMENTS FUND:				1,200.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
68.502.02.399 OTHER SUPPLIES								
SALYERS, LESLIE	518 S MICHIGAN	0	RAIN BARREL REIMBURSEMENT	40.00	.00		051721	
Total 68.502.02.399 OTHER SUPPLIES:				40.00	.00			
Total GENERAL:				40.00	.00			
Total STORMWATER BUYOUT FUND:				40.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
82.502.01.210 TELEPHONE								
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	36.96	.00		051721	
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	7.12	.00		051721	
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	49.77	.00		051721	
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	38.01	.00		051721	
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	102.03	.00		051721	
Total 82.502.01.210 TELEPHONE:				233.89	.00			
82.502.01.270 MAINT OF OFFICE EQUIPMENT								
GORDON FLESCH CO., INC	IN13315797	0	COPIER USAGE 01/31-04/30/21	23.84	.00		051721	
Total 82.502.01.270 MAINT OF OFFICE EQUIPMENT:				23.84	.00			
82.502.01.299 OTHER CONTRACTUAL SERVICES								
HARRIS COMPUTER SYSTEMS	MUNMN000179	0	CITYVIEW MAINTENANCE AND SUPPORT	4,854.97	.00		051721	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:				4,854.97	.00			
Total GENERAL:				5,112.70	.00			
Total WATER SUPPLY FUND:				5,112.70	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
83.502.01.201 LEGAL NOTICES								
PADDOCK PUBLICATIONS	177244	0	ADVERTISEMENT FOR BID; MAPLE IMPROV	230.00	.00		051721	
Total 83.502.01.201 LEGAL NOTICES:				230.00	.00			
83.502.01.210 TELEPHONE								
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	36.92	.00		051721	
VERIZON WIRELESS	9878571674	0	WIRELESS SERVICE FROM 4/27-5/26/21	5.34	.00		051721	
Total 83.502.01.210 TELEPHONE:				42.26	.00			
83.502.01.271 MAINT OF RADIO EQUIPMENT								
GORDON FLESCH CO., INC	IN13315797	0	COPIER USAGE 01/31-04/30/21	23.86	.00		051721	
Total 83.502.01.271 MAINT OF RADIO EQUIPMENT:				23.86	.00			
83.502.01.299 OTHER CONTRACTUAL SERVICES								
HARRIS COMPUTER SYSTEMS	MUNMN000179	0	CITYVIEW MAINTENANCE AND SUPPORT	9,709.93	.00		051721	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:				9,709.93	.00			
83.502.01.694 IEPA LOAN REPAYMENTS								
ILLINOIS ENVIRONMENTAL	L17-2788 24TH	0	NORTH VILLA LIFT STATION LOAN #24	13,175.25	.00		051721	
Total 83.502.01.694 IEPA LOAN REPAYMENTS:				13,175.25	.00			
Total GENERAL:				23,181.30	.00			
Total WASTEWATER FUND:				23,181.30	.00			
Grand Totals:				115,253.22	.00			

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	79,176.76
TIF 6 FUND-NO ARDMORE/VERMONT	
Total TIF 6 FUND-NO ARDMORE/VERMONT:	590.00
TIF 5 FUND - KENILWORTH	
Total TIF 5 FUND - KENILWORTH:	190.00
RECREATION FUND	
Total RECREATION FUND:	248.85
PARKS FUND	
Total PARKS FUND:	4,165.59
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	194.01
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	1,154.01
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	1,200.00
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	40.00
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	5,112.70
WASTEWATER FUND	
Total WASTEWATER FUND:	23,181.30

	Amount Paid
Grand Totals:	115,253.22

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

DATE 5-10-2021 APPROVED BY Marlene Scheidt Rich Keehner, Jr.

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF051701","051721"

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees

at its Meeting on May 24, 2021

Covering weekly check runs dated for:

May 24, 2021/CY21..... $468,027.92

1 of 1

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF052421","052401"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
01.110050 UTILITY CASH CLEARING								
UTILITY BILLING REFUNDS	10-18330-03R	0	FIN CREDIT BAL; 1035 N YALE AVE	80.58	.00		052401	
UTILITY BILLING REFUNDS	11-02790-03R	0	FIN CREDIT BAL; 328 E ELM ST	37.01	.00		052401	
UTILITY BILLING REFUNDS	11-05100-01R1	0	FIN CREDIT BAL; 130 N CORNELL AVE	33.68	.00		052401	
UTILITY BILLING REFUNDS	12-12310-02R	0	FIN CREDIT BAL; 519 E WASHINGTON ST	60.90	.00		052401	
UTILITY BILLING REFUNDS	13-04840-01R	0	FIN CREDIT BAL; 1117 S LESLIE LN	59.54	.00		052401	
UTILITY BILLING REFUNDS	13-12530-07R	0	FIN CREDIT BAL; 237 E HARRISON ST	23.29	.00		052401	
Total 01.110050 UTILITY CASH CLEARING:				295.00	.00			
Total :				295.00	.00			
Total CASH ALLOCATIONS FUND:				295.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.43100 BUILDING PERMITS								
NATIONAL METAL WORKS	PRFM21-604	0	REFUND DOUBLE PAYMENT OF PERMIT PR	315.00	.00		052401	
Total 10.43100 BUILDING PERMITS:				315.00	.00			
Total :				315.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.511.00.212 LEGAL SERVICES-POLICE								
ROBBINS SCHWARTZ	883198	0	FEBRUARY PROSECUTIONS	2,550.00	.00		WF05242	
ROBBINS SCHWARTZ	884933	0	MARCH PROSECUTIONS	2,962.50	.00		WF05242	
Total 10.511.00.212 LEGAL SERVICES-POLICE:				5,512.50	.00			
10.511.00.299 OTHER CONTRACTUAL SERVICES								
BMO HARRIS MASTERCARD	0703736-2103	0	METRA INTERNET SERVICE; MARCH 2021	238.05	.00		052401	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:				238.05	.00			
10.511.00.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	VIDEO CONFERENCING - ANNUAL SUBSCRI	289.90	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	VIDEO CONFERENCING - ANNUAL SUBSCRI	140.00	.00		052401	
Total 10.511.00.399 OTHER SUPPLIES:				429.90	.00			
Total PUBLIC AFFAIRS:				6,180.45	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.512.00.299 OTHER CONTRACTUAL SERVICES								
COMCAST INTERNET	122951328 5/21	0	INTERNET SERVICE; 5/15-6/14/21	2,605.74	.00		052401	
Total 10.512.00.299 OTHER CONTRACTUAL SERVICES:				2,605.74	.00			
10.512.00.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	BEREAVEMENT	136.84	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	OFFICE SUPPLIES	20.43	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	OFFICE SUPPLIES	170.63	.00		052401	
Total 10.512.00.399 OTHER SUPPLIES:				327.90	.00			
10.512.01.270 MAINT OF OFFICE EQUIPMENT								
BMO HARRIS MASTERCARD	0703736-2103	0	IPHONE MOUNT AND CABLES	30.55	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	MONITORS FOR POOL	291.98	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	TWO MONITORS	218.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	USB DRIVES AND BRACKET	34.18	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	SSD HARD DRIVE	179.99	.00		052401	
Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT:				754.70	.00			
10.512.01.299 OTHER CONTRACTUAL SERVICES								
BMO HARRIS MASTERCARD	0703736-2103	0	STUDIO INTERNET	277.56	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	OFFSITE BACKUPS	40.85	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	HOSTED EMAIL ACCT	.99	.00		052401	
CFA SOFTWARE INC	14622	0	ANNUAL CFA FLEET SOFTWARE SUPPORT,	1,795.00	.00		052401	
ENVIRONMENTAL SYSTEMS RESEAR	94012837	0	ESRI SOFTWARE RENEWAL	2,000.00	.00		WF05242	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:				4,114.40	.00			
Total MANAGER:				7,802.74	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.513.00.230 PRINTING SERVICES								
BMO HARRIS MASTERCARD	0703736-2103	0	BUDGET BOOKS	1,318.73	.00		052401	
Total 10.513.00.230 PRINTING SERVICES:				1,318.73	.00			
10.513.00.299 OTHER CONTRACTUAL SERVICES								
BMO HARRIS MASTERCARD	0703736-2103	0	GFOA AWARD SUBMISSION	445.00	.00		052401	
CONNECT SEARCH LLC	S1027223	0	TEMPORARY STAFF SERVICES	1,171.50	.00		052401	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:				1,616.50	.00			
10.513.00.317 OFFICE SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	STORAGE BOXES, CALENDAR, SIGN HERE	294.55	.00		052401	
Total 10.513.00.317 OFFICE SUPPLIES:				294.55	.00			
Total FINANCE:				3,229.78	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.514.00.270 MAINT OF OFFICE EQUIPMENT								
KONICA MINOLTA PREMIER FINANCE	441854882	0	LEASE CHARGES APRIL 2021	80.00	.00		WF05242	
Total 10.514.00.270 MAINT OF OFFICE EQUIPMENT:				80.00	.00			
10.514.00.289 INSPECTORS FEES								
ELEVATOR INSPECTION SVC CO INC	100548	0	ELEVATOR INSPECTIONS	50.00	.00		WF05242	
Total 10.514.00.289 INSPECTORS FEES:				50.00	.00			
10.514.00.317 OFFICE SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	TAPE MEASURE/STAPLES	15.98	.00		052401	
Total 10.514.00.317 OFFICE SUPPLIES:				15.98	.00			
10.514.00.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	CD PERMITTING MTG	9.45	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	FED-X TO CONSULTANT	35.52	.00		052401	
Total 10.514.00.399 OTHER SUPPLIES:				44.97	.00			
Total COMMUNITY DEVELOPMENT:				190.95	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.515.00.210 TELEPHONE								
CALL ONE	411562 5/21	0	Phone Service; 5/15-6/14/21	1,273.32	.00		052401	
Total 10.515.00.210 TELEPHONE:				1,273.32	.00			
10.515.00.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	I00657465	0	COPIERS/PRINTERS LEASE; 6/5-7/4/21	2,043.00	.00		052401	
Total 10.515.00.270 MAINT OF OFFICE EQUIPMENT:				2,043.00	.00			
Total CENTRAL SERVICES:				3,316.32	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.516.00.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0030170051 4/2021	0	21 W PLYMOUTH; 4/7-5/6/21	153.51	.00		052401	
COMMONWEALTH EDISON CO	1043074121 4/2021	0	JACKSON POND; 3/22-4/20/21	32.98	.00		052401	
COMMONWEALTH EDISON CO	9006703009 4/2021	0	SIREN; 4/6-5/5/21	29.40	.00		052401	
COMMONWEALTH EDISON CO	9006734022 4/2021	0	106 S. VILLA; 4/6-5/5/21	156.47	.00		052401	
Total 10.516.00.219 UTILITY - ELECTRIC:				372.36	.00			
10.516.00.222 HEATING & A/C MAINT SERV								
BMO HARRIS MASTERCARD	0703736-2103	0	PW35, BELT UNIT HEATER	9.48	.00		052401	
Total 10.516.00.222 HEATING & A/C MAINT SERV:				9.48	.00			
10.516.00.299 OTHER CONTRACTUAL SERVICES								
BMO HARRIS MASTERCARD	0703736-2103	0	QTR MAINT. VH FEE	1,487.94	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	FEB CORP PESTICIDE SRVC	255.00	.00		052401	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:				1,742.94	.00			
10.516.00.314 JANITORIAL SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	PW-MOP BUCKET	74.99	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	VH-SMALLER VACUMM	99.99	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	CORP-JANITORIAL SUPPLIES	813.70	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	VH-FLOOR SUPPLIES	409.35	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	CORP-SOAP CLEANER	199.50	.00		052401	
Total 10.516.00.314 JANITORIAL SUPPLIES:				1,597.53	.00			
10.516.00.315 BUILDING MAINT SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	PD- PAINT CEILING	15.98	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PD-HARDWARE FOR CORNERS	12.55	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PD-HARDWARE FOR CORNERS	134.64	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PD-TILE ADHESIVE	6.47	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PW-GROUT	25.57	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PW-TOOLS FOR TILE	23.91	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PW-CAULK	11.98	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PW-TROWEL	3.27	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PW-CAULK	18.97	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	VH DOOR HANDLES	105.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	CAULK FOR PD ROOF	35.96	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	FLEET-HARDWARE FOR LIGHTS	35.97	.00		052401	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
BMO HARRIS MASTERCARD	0703736-2103	0	VH-MASTER KEY, REKEY BASEMENT	29.90	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PD DOOR,WINDOW TINT	45.69	.00		052401	
Total 10.516.00.315 BUILDING MAINT SUPPLIES:				505.86	.00			
10.516.00.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	FS81- CONCRETE	149.98	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	FLEET-ELECTRICAL FITTINGS	120.19	.00		052401	
Total 10.516.00.399 OTHER SUPPLIES:				270.17	.00			
Total BUILDINGS & GROUNDS:				4,498.34	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.517.00.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	8000258004 4/2021	0	METRA STN PARK LOT; 4/7-5/6/21	98.48	.00		052401	
Total 10.517.00.219 UTILITY - ELECTRIC:				98.48	.00			
10.517.00.299 OTHER CONTRACTUAL SERVICES								
BMO HARRIS MASTERCARD	0703736-2103	0	FEB METRA PESTICIDE SRVC	45.00	.00		052401	
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:				45.00	.00			
Total COMMUTER PARKING LOT:				143.48	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS								
BMO HARRIS MASTERCARD	0703736-2103	0	PW 16 RETURNED TIE ROD	112.47-	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PW16 FRONT END ALIGHNMENT	99.95	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PW16 TIE ROD END	123.84	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PW16 TIE ROD END RETURNED	133.44-	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PW 16 TIE ROD END	133.44	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PARKS 246 HYRAULIC FITTINGS SPREADER	55.60	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PD 188 FRONT BRAKES RETURNED	133.22-	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PD188 FRONT BRAKES	133.22	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PD 188 FRONT BRAKE PARTS	133.22	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PW 4, 6 OIL HYDRAULIC FILTERS	76.87	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PKS TILLER SPARK PLUGS	8.07	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	M80 PASGER. SEAT COVER, FOAM	283.45	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	M82 DRIVER SEAT COVER, FOAM	219.22	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PD144 DRIVERS WINDOW SWITCH	77.89	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PW16 TIE ROD RETURNED	127.27-	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PD193 DOOR LOCK COVER	14.48	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PW 16 TIE ROD ENDS	245.66	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PW 61 EXHAUST PIPE SECTION	145.83	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	FIRE O82 RADIATOR RUBBER CAP	3.24	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PD 193 REKEY LOCK CYLINDER	44.50	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PD 196,158 IGNITION OVERIDE SYS.	224.64	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PD193 DRS DOOR LOCK CYLINDER	62.41	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PD 191 AXLE SEAL LFT SIDE	100.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PD 197 TRIM CLIPS	17.52	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PW 6 HYDRAULIC CONTROL CABLES	184.05	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PW 43 OIL , AIR FILTERS	75.63	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PW 77 OIL , FUEL AIR FILTERS	59.60	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PD197 WOOD, ELECTRONIC BOARD	13.98	.00		052401	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:				2,029.91	.00			
10.518.00.322 HAND TOOLS								
BMO HARRIS MASTERCARD	0703736-2103	0	FOAM KNEELING PAD	38.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	SHOP TOOLS DRILL BITS	11.32	.00		052401	
Total 10.518.00.322 HAND TOOLS:				49.32	.00			
10.518.00.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	SHOP SUPPLIES	8.35	.00		052401	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total 10.518.00.399 OTHER SUPPLIES:				8.35	.00			
Total GARAGE:				2,087.58	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.520.01.202 TRAINING & CONFERENCES								
BMO HARRIS MASTERCARD	0703736-2103	0	TRAINING CLASS-RECORDS EMPLOYEES	250.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	TRAINING CLASS-RECORDS EMPLOYEES	250.00	.00		052401	
HRUBY, BRYAN	REIMB MAY 2021	0	REIMB; LODGING, MEALS, GAS FOR POLICE	163.20	.00		052401	
NORTH EAST MULTI-REGIONAL	282697	0	40HR FTO -I. BEKTESHI	255.00	.00		WF05242	
NORTH EAST MULTI-REGIONAL	283070	0	TRAINING-MANAGING AN INVESTIGATIVE U	50.00	.00		WF05242	
PAGAN, JOSE	REIMB MEALS	0	REIMB; MEALS FOR FIRST LINE SUPERVISO	61.48	.00		052401	
PERKINS, ANTHONY	REIMB APRIL 2021	0	REIMB; MEALS FOR TRAINING	43.82	.00		052401	
ROL VEL RUL, MATEUSZ	REIMB APRIL 2021	0	REIMB; LODGING, MEALS AND GAS FOR K9	459.17	.00		052401	
SVARA, JAMES	REIMB MAY 2021	0	REIMB; MEALS AND GAS FOR POLICE MEM	63.04	.00		052401	
WALSTAD, BRUCE	5122021	0	GYPSY & TRAVELER CRIMES INVESTIGATIO	150.00	.00		WF05242	
Total 10.520.01.202 TRAINING & CONFERENCES:				1,745.71	.00			
10.520.01.210 TELEPHONE								
VERIZON WIRELESS	9877777659	0	LPR AND POLE CAMERA	76.02	.00		WF05242	
VERIZON WIRELESS	9877997690	0	CELL PHONES CAR DATA PACKS IPAD DATA	756.48	.00		WF05242	
VERIZON WIRELESS	9878844783	0	POLE CAMERAS AND CELL PHONES 4.2-5.1	811.54	.00		WF05242	
Total 10.520.01.210 TELEPHONE:				1,644.04	.00			
10.520.01.263 POST RETIREMENT BENEFITS								
BREGMAN, MARC	MAY 2021	0	POST RETIREMENT BENEFIT; MAY 2021	125.00	.00		052401	
MCNAMARA, JAMES J	MAY 2021	0	POST RETIREMENT BENEFIT; MAY 2021	125.00	.00		052401	
ZORICH, EDWARD	MAY 2021	0	POST RETIREMENT BENEFIT; MAY 2021	125.00	.00		052401	
Total 10.520.01.263 POST RETIREMENT BENEFITS:				375.00	.00			
10.520.01.299 OTHER CONTRACTUAL SERVICES								
P A CRIMSON FIRE RISK SERVICES	21203	0	PD ELEV FIRE EXTINGUISHER INSP.	51.88	.00		WF05242	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:				51.88	.00			
10.520.01.303 DUES & PUBLICATIONS								
DUPAGE COUNTY CHIEFS OF	2021 MEMBERSHIP	0	CHIEFS OF POLICE MEMBERSHIP; J RUNGE	275.00	.00		052401	
Total 10.520.01.303 DUES & PUBLICATIONS:				275.00	.00			
10.520.01.317 OFFICE SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	OFFICE SUPPLIES	30.09	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	COMPUTER MONITOR RISERS	43.17	.00		052401	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
BMO HARRIS MASTERCARD	0703736-2103	0	FILES, SHARPIES, POST-ITS FOR PD	68.12	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	OFFICE SUPPLIES	24.57	.00		052401	
Total 10.520.01.317 OFFICE SUPPLIES:				165.95	.00			
10.520.07.280 DUCOMM								
DU-COMM	17550	0	DU COMM FACILITY OPERATING COSTS	5,535.43	.00		WF05242	
DU-COMM	17594	0	QUARTERLY SHARES 5.1 - 7.31.21	113,460.50	.00		WF05242	
Total 10.520.07.280 DUCOMM:				118,995.93	.00			
10.520.07.299 OTHER CONTRACTUAL SERVICES								
LEXIPOL LLC	INVLEX 1609	0	ANNUAL LAW ENFORCEMENT MANUAL-POL	4,477.00	.00		WF05242	
Total 10.520.07.299 OTHER CONTRACTUAL SERVICES:				4,477.00	.00			
10.520.08.299 OTHER CONTRACTUAL SERVICES								
BMO HARRIS MASTERCARD	0703736-2103	0	DETECTIVES BACKGROUND CHECK SERVI	150.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	CREDIT CHECK FOR INVESTIGATIONS MAR	30.51	.00		052401	
LEADSONLINE LLC	317678	0	LEADS ONLINE INVESTIGATION SYST-SVC P	2,933.00	.00		WF05242	
M.E.R.I.T.	05032021	0	2021-2022 M.E.R.I.T. DUES	4,000.00	.00		WF05242	
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:				7,113.51	.00			
10.520.08.336 PHOTO MATERIALS & SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	DVDS FOR DETECTIVES & EVIDENCE	49.68	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	TONER CARTRIDGE FOR EVIDENCE PRINTE	70.90	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	OFFICE SUPPLIES	14.60	.00		052401	
Total 10.520.08.336 PHOTO MATERIALS & SUPPLIES:				135.18	.00			
10.520.08.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	OFFICE SUPPLIES	31.75	.00		052401	
Total 10.520.08.399 OTHER SUPPLIES:				31.75	.00			
10.520.08.401 CAPITAL OUTLAY								
WATCHGUARD INC	4REINV0012558	0	INTERVIEW ROOM VIDEO SYSTEM	5,500.00	.00		WF05242	
Total 10.520.08.401 CAPITAL OUTLAY:				5,500.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.520.09.281 RENTAL OF EQUIPMENT								
BMO HARRIS MASTERCARD	0703736-2103	0	MARCH 2021 WATER FILTRATION	44.00	.00		052401	
Total 10.520.09.281 RENTAL OF EQUIPMENT:				44.00	.00			
10.520.09.291 ANIMAL HOSPITAL EXPENSE								
DUPAGE ANIMAL HOSPITAL LTD	418210	0	STRAY ANIMAL SRVCS; MARCH 2021	50.00	.00		WF05242	
DUPAGE COUNTY ANIMAL CONTROL	11022	0	STRAY ANIMAL CHARGES APRIL 2021	165.00	.00		WF05242	
Total 10.520.09.291 ANIMAL HOSPITAL EXPENSE:				215.00	.00			
10.520.09.299 OTHER CONTRACTUAL SERVICES								
BEST TECHNOLOGY SYSTEMS INC	Invc BTL-21004-1	0	GUN RANGE BULLET TRAP INSPECTION, M	1,575.00	.00		WF05242	
CAR WASH DEVELOPMENT LLC	343	0	MARCH 2021 CAR WASHSES	96.00	.00		WF05242	
CAR WASH DEVELOPMENT LLC	353	0	CAR WASHES FOR APR 2021	114.00	.00		WF05242	
COVERTRACK GROUP INC	43898	0	VERIZON MICRO TRACKER--SHIPPING CHA	8.00	.00		WF05242	
JET BRITE CAR WASH INC	4231	0	19 CAR WASHES - MARCH	57.00	.00		WF05242	
JOHNSON'S VILLA PARK INC	59	0	78 CAR WASHES- APRIL	234.00	.00		WF05242	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:				2,084.00	.00			
10.520.09.301 UNIFORMS								
JG UNIFORMS INC	84072	0	UNIFORM FOR NEW PT OFFICER	181.35	.00		WF05242	
JG UNIFORMS INC	84084	0	UNIFORM FOR NEW PT POLICE OFFICER	236.15	.00		WF05242	
JG UNIFORMS INC	84443	0	UNIFORM VEST AND COVER FOR NEW PT O	185.00	.00		WF05242	
O'HERRON CO INC, RAY	2102460-IN	0	JOB SHIRTS FOR CHIEF RIVAS	213.96	.00		WF05242	
O'HERRON CO INC, RAY	2106470-IN	0	NEW PT POLICE OFFICER UNIFORM	190.94	.00		WF05242	
Total 10.520.09.301 UNIFORMS:				1,007.40	.00			
10.520.09.320 K-9								
NORTHERN MICHIGAN K9	42921	0	POLICE K9 RECERTIFICATION-K9 LUKE AND	150.00	.00		WF05242	
PARTNERS AND PAWS VETERINARY	87274	0	POLICE K9 BOARDING	425.25	.00		WF05242	
Total 10.520.09.320 K-9:				575.25	.00			
10.520.09.399 OTHER SUPPLIES								
O'HERRON CO INC, RAY	2104458-IN	0	BALLISTICS SHIELD	1,799.00	.00		WF05242	
Total 10.520.09.399 OTHER SUPPLIES:				1,799.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total POLICE:				146,235.60	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.521.01.263 POST RETIREMENT BENEFITS								
VICELLI, LOUIS	MAY 2021	0	POST RETIREMENT BENEFIT; MAY 2021	125.00	.00		052401	
Total 10.521.01.263 POST RETIREMENT BENEFITS:				125.00	.00			
10.521.01.280 DUCOMM								
DU-COMM	17549	0	FACILITY FEE 5/1-7/31/21	877.57	.00		WF05242	
Total 10.521.01.280 DUCOMM:				877.57	.00			
10.521.01.299 OTHER CONTRACTUAL SERVICES								
AIR ONE EQUIPMENT INC	168589	0	HAZ MAT MONITOR CALIBRATION GAS	228.50	.00		WF05242	
BMO HARRIS MASTERCARD	0703736-2103	0	MAIL EXP MONITOR TO SENSIT-REPAIR	35.92	.00		052401	
VERIZON WIRELESS	9879209148	0	WIRELESS SERVICE (4) AIRLINKS (7) IPADS	419.44	.00		WF05242	
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:				683.86	.00			
10.521.01.315 BUILDING MAINT SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	RETRACT HOSE REEL STA 82	107.97	.00		052401	
CASE LOTS INC	4592	10045	(4) CASES PAPER TOWELS (2) CASES CENT	710.45	.00		WF05242	
Total 10.521.01.315 BUILDING MAINT SUPPLIES:				818.42	.00			
10.521.01.317 OFFICE SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	WHITE OUT FOR FIRE	15.99	.00		052401	
Total 10.521.01.317 OFFICE SUPPLIES:				15.99	.00			
10.521.01.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	CAKE BADGE PRESENTATION FURTAK	43.74	.00		052401	
Total 10.521.01.399 OTHER SUPPLIES:				43.74	.00			
10.521.22.202 TRAINING & CONFERENCES								
BMO HARRIS MASTERCARD	0703736-2103	0	WOOD FOR VP MABAS TRT DRILL	358.13	.00		052401	
Total 10.521.22.202 TRAINING & CONFERENCES:				358.13	.00			
10.521.22.303 DUES & PUBLICATIONS								
BMO HARRIS MASTERCARD	0703736-2103	0	ANNUAL MEMBERSHIP REPOSH	130.00	.00		052401	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total 10.521.22.303 DUES & PUBLICATIONS:				130.00	.00			
Total FIRE:				3,052.71	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.523.02.261 INSURANCE CLAIM LOSSES								
SCRUBS ETC INC	50226	0	LOCK REPLACEMENT FOR DAMAGED LOCK	172.26	.00		WF05242	
Total 10.523.02.261 INSURANCE CLAIM LOSSES:				172.26	.00			
10.523.02.399 OTHER SUPPLIES								
BATTERIES PLUS LLC	P395465328	0	SUCTION UNIT BATTERIES	31.90	.00		WF05242	
MMSGS	18157262	0	(2) LAERDAL BATTERIES FOR MEDIC SUCTI	236.69	.00		WF05242	
MMSGS	18162563	10045	(2) CASES EXAM GLOVES - SIZE M	702.37	.00		WF05242	
TERRACE SUPPLY COMPANY	70498550	0	THERAPY OXYGEN CYLINDER FOR STA 81	45.58	.00		WF05242	
Total 10.523.02.399 OTHER SUPPLIES:				1,016.54	.00			
Total AMBULANCE/PARAMEDIC:				1,188.80	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.524.02.299 OTHER CONTRACTUAL SERVICES								
KUUSAKOSKI US LLC	A-8540	0	ELECTRONIC RECYCLING	688.85	.00		052401	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:				688.85	.00			
Total GARBAGE:				688.85	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.525.01.202 TRAINING & CONFERENCES								
BMO HARRIS MASTERCARD	0703736-2103	0	SUBURBAN BRANCH MTG. - RS	25.00	.00		052401	
Total 10.525.01.202 TRAINING & CONFERENCES:				25.00	.00			
10.525.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	I00657465	0	COPIERS/PRINTERS LEASE; 6/5-7/4/21	139.93	.00		052401	
Total 10.525.01.270 MAINT OF OFFICE EQUIPMENT:				139.93	.00			
10.525.25.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0179073093 4/2021	0	889 W NO STREETLGHTS; 4/7-5/6/21	45.33	.00		052401	
COMMONWEALTH EDISON CO	0969040060 4/2021	0	TRAFFIC SIGNALS; 4/8-5/7/21	523.37	.00		052401	
COMMONWEALTH EDISON CO	3779053023 4/2021	0	STREETLIGHTS 2; 4/6-5/5/21	29.82	.00		052401	
COMMONWEALTH EDISON CO	5763147089 4/2021	0	STREETLIGHTS 1; 4/1-4/30/21	67.33	.00		052401	
Total 10.525.25.219 UTILITY - ELECTRIC:				665.85	.00			
10.525.25.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	NIPPLES	11.94	.00		052401	
Total 10.525.25.399 OTHER SUPPLIES:				11.94	.00			
10.525.27.322 HAND TOOLS								
BMO HARRIS MASTERCARD	0703736-2103	0	TAPE MEASURE, DIGITAL LEVEL, FLASH LIG	93.85	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	TAPE MEASURE, DIGITAL LEVEL, FLASH LIG	158.94	.00		052401	
Total 10.525.27.322 HAND TOOLS:				252.79	.00			
10.525.27.342 ASPHALT MIX								
DUPAGE MATERIALS COMPANY, LLC.	13430	0	2.50 TNS HIGH PERFORMANCE COLD	362.50	.00		052401	
Total 10.525.27.342 ASPHALT MIX:				362.50	.00			
10.525.28.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	RAKES	47.97	.00		052401	
Total 10.525.28.399 OTHER SUPPLIES:				47.97	.00			
Total STREET:				1,505.98	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total CORPORATE FUND:				180,436.58	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
27.502.01.292 ENGINEERING SERVICES								
KENIG LINDGREN O'HARA	26951	0	CENTRAL & MYRTLE INTERSECTION TRAFF	5,422.50	.00		WF05242	
KENIG LINDGREN O'HARA	26981	0	CENTRAL & MYRTLE INTERSECTION TRAFF	455.00	.00		WF05242	
Total 27.502.01.292 ENGINEERING SERVICES:				5,877.50	.00			
27.502.01.401 CAPITAL OUTLAY								
SITE ONE LANDSCAPE SUPPLY	108333137-001	0	PP PAVERS FOR BIKE RACKS	1,826.46	.00		WF05242	
Total 27.502.01.401 CAPITAL OUTLAY:				1,826.46	.00			
Total GENERAL:				7,703.96	.00			
Total TIF 5 FUND - KENILWORTH:				7,703.96	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
34.502.02.401 CAPITAL OUTLAY								
BMO HARRIS MASTERCARD	0703736-2103	0	CORTESI, IRRIGATION HARDWARE	47.12	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC- ADA DOOR HINGES PER TRAN.PLAN	16.95	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC- ADA DOOR HINGES PER TRAN.PLAN	49.43	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC- ADA DOOR HINGES PER TRAN.PLAN	185.30	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC- ADA DOOR HINGES PER TRAN.PLAN	162.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC- ADA DOOR HINGES PER TRAN.PLAN	34.72	.00		052401	
Total 34.502.02.401 CAPITAL OUTLAY:				495.52	.00			
Total GENERAL:				495.52	.00			
Total NEDSRA FUND:				495.52	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.01.210 TELEPHONE								
BMO HARRIS MASTERCARD	0703736-2103	0	CABLE BOX RENTAL ICC/CRB	8.42	.00		052401	
CALL ONE	411562 5/21	0	Phone Service; 5/15-6/14/21	299.50	.00		052401	
Total 35.502.01.210 TELEPHONE:				307.92	.00			
35.502.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	I00657465	0	COPIERS/PRINTERS LEASE; 6/5-7/4/21	223.89	.00		052401	
GFC LEASING	I00657465	0	COPIERS/PRINTERS LEASE; 6/5-7/4	307.16	.00		052401	
Total 35.502.01.270 MAINT OF OFFICE EQUIPMENT:				531.05	.00			
35.502.01.281 RENTAL OF EQUIPMENT								
PITNEY BOWES GLOBAL FINANCIAL	3104575158	0	ICC POSTAGE METER LEASE	134.67	.00		WF05242	
Total 35.502.01.281 RENTAL OF EQUIPMENT:				134.67	.00			
35.502.01.317 OFFICE SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	MARKERS & DOC FRAME	25.88	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	MAGNETS & POWER CORD	49.84	.00		052401	
Total 35.502.01.317 OFFICE SUPPLIES:				75.72	.00			
35.502.16.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	8668740009 4/2021	0	TENNIS CRTS; 4/5-5/4/21	24.80	.00		052401	
COMMONWEALTH EDISON CO	9006778006 4/2021	0	LIONS FIELD; 4/6-5/5/21	123.13	.00		052401	
Total 35.502.16.219 UTILITY - ELECTRIC:				147.93	.00			
35.502.16.222 HEATING & A/C MAINT SERV								
ACITELLI HEATING & PIPING	0000035130	0	ICC BOILER SRVC BEARINGS GOING BAD C	280.00	.00		WF05242	
Total 35.502.16.222 HEATING & A/C MAINT SERV:				280.00	.00			
35.502.16.299 OTHER CONTRACTUAL SERVICES								
BMO HARRIS MASTERCARD	0703736-2103	0	ICC- PAINT ENTRY	38.71	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC HOOPS-ADJUSTERS 2ND PAYMENT	1,238.48	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	FEB REC PESTICIDE SRVC	275.00	.00		052401	
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:				1,552.19	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.16.314 JANITORIAL SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	ICC-CLEANING SUPPLIES	11.98	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC-JANITORIAL SUPPLIES	138.30	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC-JANITORIAL SUPPLIES	174.80	.00		052401	
Total 35.502.16.314 JANITORIAL SUPPLIES:				325.08	.00			
35.502.16.315 BUILDING MAINT SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	ICC-DOOR STEPS	17.97	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC- PAINT, SUPPLIES	222.96	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC- PAINT	97.72	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC-PAINT	57.14	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC-TILE ADHESIVE	13.18	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC-PAINT	73.60	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	HARDWARE FOR ROOM 10	27.04	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	RAZOR BLADES, SCREWS	11.29	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	COMMAND HOOKS,SCREWS	14.24	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	GREAT STUFF, ROLLER	10.58	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	REFUND OF ELECTRICAL FITTINGS	74.28-	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC- ELECTRICAL PARTS	16.43	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC HOOPS-ELECTRICAL FITTINGS	55.84	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC HOOPS-ELECTRICAL FITTINGS	150.02	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	FLEET- LIGHTS	792.00	.00		052401	
Total 35.502.16.315 BUILDING MAINT SUPPLIES:				1,485.73	.00			
35.502.16.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	PAINT BRUSHES	3.99	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC- VELCRO	12.99	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	BASKETBALL HOOP KEYS	43.40	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC- BATTERIES FOR ALARM	18.95	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	KEY BANDS	4.78	.00		052401	
Total 35.502.16.399 OTHER SUPPLIES:				84.11	.00			
35.502.36.311 PROGRAM SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	10045	MAR ONLINE FITNESS PLATFORM	14.99	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	SOCCER ORANGE SPORTS CONES	15.98	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	LUNCHES FOR LETS DO LUNCH	270.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	FTJ CHILD SAFETY SUPPLIES	18.57	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	TAX REFUND FOR TV	24.00-	.00		052401	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
BMO HARRIS MASTERCARD	0703736-2103	0	REC PROG. CUTLERY SUPPLIES	202.80	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	TV FOR ROOM 10	323.99	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	FUNTIME LUNCHES & SNACKS	33.93	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	SPRING CAMP SUPPLIES	13.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	POP-APRIL BIRTHDAY LUNCH	5.33	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	GROCERIES-FUNTIME JUNCTION	8.97	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PRIZES-MARCH BIRTHDAY LUNCH	50.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	GROCERIES-FUNTIME JUNCTION	14.26	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	SUPPLIES-PRESCHOOL	8.47	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	SUPPLIES-DOG EGG HUNT	25.96	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	GROCERIES-FUNTIME JUNCTION	184.33	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	GROCERIES-FUNTIME JUNCTION	22.32	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	GROCERIES-FUNTIME JUNCTION	9.86	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	GROCERIES-FUNTIME JUNCTION	110.33	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	LETS DO LUNCH CARRYOUT 3/18	300.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	GROCERIES-FUNTIME JUNCTION	99.02	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	SUPPLIES-PRESCHOOL	41.27	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	GROCERIES-FUNTIME JUNCTION	7.99	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	SUPPLIES-MARCH BIRTHDAY LUNCH	49.22	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	SUPPLIES-EGG HUNT PRIZE BASKETS	50.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	LETS DO LUNCH CARRYOUT 3/4	218.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	EGGS-EGG HUNT	182.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	GROCERIES-FUNTIME JUNCTION	7.86	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	GROCERIES-FUNTIME JUNCTION	136.75	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	GROCERIES-FUNTIME JUNCTION	123.02	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	SENIOR MOVIE OUTING	99.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	GROCERIES-FUNTIME JUNCTION	13.00	.00		052401	
MICHAEL ANTHONY'S PIZZA	211645	0	PIZZA CRUSTS-SPRING CAMP PIZZA DAY	15.00	.00		WF05242	
Total 35.502.36.311 PROGRAM SUPPLIES:				2,651.22	.00			
Total GENERAL:				7,575.62	.00			
Total RECREATION FUND:				7,575.62	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
36.502.01.202 TRAINING & CONFERENCES								
BMO HARRIS MASTERCARD	0703736-2103	0	PKS ONLINE MEETING APP	14.99	.00		052401	
Total 36.502.01.202 TRAINING & CONFERENCES:				14.99	.00			
36.502.01.210 TELEPHONE								
CALL ONE	411562 5/21	0	Phone Service; 5/15-6/14/21	54.30	.00		052401	
Total 36.502.01.210 TELEPHONE:				54.30	.00			
36.502.01.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0603100125 4/2021	0	TWIN LAKES; 3/26-4/26/21	49.77	.00		052401	
COMMONWEALTH EDISON CO	9006795007 4/2021	0	ROTARY PARK; 4/6-5/521	26.67	.00		052401	
Total 36.502.01.219 UTILITY - ELECTRIC:				76.44	.00			
36.502.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	I00657465	0	COPIERS/PRINTERS LEASE; 6/5-7/4/21	111.94	.00		052401	
Total 36.502.01.270 MAINT OF OFFICE EQUIPMENT:				111.94	.00			
36.502.01.299 OTHER CONTRACTUAL SERVICES								
ENVIRONMENTAL SYSTEMS RESEAR	94012837	0	ESRI SOFTWARE RENEWAL	500.00	.00		WF05242	
Total 36.502.01.299 OTHER CONTRACTUAL SERVICES:				500.00	.00			
36.502.01.317 OFFICE SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	PKS OFFICE MONITOR MOUNT	31.59	.00		052401	
Total 36.502.01.317 OFFICE SUPPLIES:				31.59	.00			
36.502.02.304 GROUNDS SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	FS81- MULCH	200.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	FS82- MULCH	160.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PP- TOP SOIL HOLES	109.90	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC- MULCH	200.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ICC- MULCH	200.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	CORTESI- MULCH	200.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PD- MULCH	200.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	VH- MULCH	160.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	GWT- MULCH	200.00	.00		052401	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
BMO HARRIS MASTERCARD	0703736-2103	0	FS82- MULCH	200.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	FS82- MULCH	160.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	SHELTERS PERMIT DISPLAY CASE	340.79	.00		052401	
MENARDS	66472	0	CONCRETE MIX,STOPS RUST	140.84	.00		WF05242	
Total 36.502.02.304 GROUNDS SUPPLIES:				2,471.53	.00			
36.502.02.319 ATHLETIC FIELD MATERIALS								
BMO HARRIS MASTERCARD	0703736-2103	0	PAINT,SUPPLIES FOR FIELDS	92.65	.00		052401	
Total 36.502.02.319 ATHLETIC FIELD MATERIALS:				92.65	.00			
36.502.02.325 GENERAL EQUIPMENT PARTS								
BMO HARRIS MASTERCARD	0703736-2103	0	REPAIR TO BED EDGER	177.20	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	REPAIR TO CHAINSAW	462.90	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	BASEBALL EQUIPMENT REPAIR PARTS	484.88	.00		052401	
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:				1,124.98	.00			
36.502.02.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	HARDWARE, ICC BENCH REPAIR	43.06	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	PKS OFFICE WATER	37.51	.00		052401	
Total 36.502.02.399 OTHER SUPPLIES:				80.57	.00			
Total GENERAL:				4,558.99	.00			
Total PARKS FUND:				4,558.99	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
41.502.01.210 TELEPHONE								
AT&T	312685172-MAY 2021	0	JEFF POOL INTERNET SVCS; 5/2-6/2/21	193.23	.00		052401	
CALL ONE	411562 5/21	0	Phone Service; 5/15-6/14/21	50.79	.00		052401	
Total 41.502.01.210 TELEPHONE:				244.02	.00			
Total GENERAL:				244.02	.00			
Total SWIMMING POOL FUND:				244.02	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
50.502.02.299 OTHER CONTRACTUAL SERVICES								
US BANK	6071896	0	ANNUAL ADMIN FEES-SERIES 2017-3/01/202	450.00	.00		WF05242	
Total 50.502.02.299 OTHER CONTRACTUAL SERVICES:				450.00	.00			
Total GENERAL:				450.00	.00			
Total DEBT SERVICE FUND:				450.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
60.502.02.299 OTHER CONTRACTUAL SERVICES								
AVERY DENNISON CORP	SF56656	0	SIGN MATERIAL	432.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	ZOOM SUBSCRIPTION	14.99	.00		052401	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:				446.99	.00			
60.502.03.292 ENGINEERING SERVICES								
ENGINEERING ENTERPRISES, INC	71253	0	PHASE III ENGINEERING ON HARVARD IMP	663.61	.00		WF05242	
Total 60.502.03.292 ENGINEERING SERVICES:				663.61	.00			
60.502.10.292 ENGINEERING SERVICES								
BURKE ENGINEERING LTD, CHRISTO	164738	0	PHASE II DESIGN ENGINEERING OF THE TH	95.00	.00		WF05242	
BURKE ENGINEERING LTD, CHRISTO	165264	0	PHASE II DESIGN ENGINEERING OF THE TH	76.00	.00		WF05242	
Total 60.502.10.292 ENGINEERING SERVICES:				171.00	.00			
Total GENERAL:				1,281.60	.00			
Total STREET IMPROVEMENT FUND:				1,281.60	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
65.502.02.402 NON-CAPITAL OUTLAY								
AIR ONE EQUIPMENT INC	168217	0	SCBA AIR COMPRESSOR AT STA 82	8,464.17	.00		WF05242	
Total 65.502.02.402 NON-CAPITAL OUTLAY:				8,464.17	.00			
Total GENERAL:				8,464.17	.00			
Total EQUIPMENT REPLACEMENT FUND:				8,464.17	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
68.502.02.202 TRAINING & CONFERENCES								
BMO HARRIS MASTERCARD	0703736-2103	0	CONFERENCE -MG, KM, VV	675.00	.00		052401	
Total 68.502.02.202 TRAINING & CONFERENCES:				675.00	.00			
68.502.02.299 OTHER CONTRACTUAL SERVICES								
COUNTY COURT REPORTERS INC	129624	0	JACKSON MIDDLE SCHOOL STORMWATER	270.00	.00		WF05242	
Total 68.502.02.299 OTHER CONTRACTUAL SERVICES:				270.00	.00			
68.502.02.303 DUES & PUBLICATIONS								
BMO HARRIS MASTERCARD	0703736-2103	0	MEMBERSHIP DUES TO BE REFUNDED	25.00	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	MEMBERSHIP DUES TO BE REFUNDED	25.00	.00		052401	
Total 68.502.02.303 DUES & PUBLICATIONS:				50.00	.00			
68.502.10.292 ENGINEERING SERVICES								
ENGINEERING ENTERPRISES, INC	71253	0	PHASE III ENGINEERING ON HARVARD IMP	70.36	.00		WF05242	
Total 68.502.10.292 ENGINEERING SERVICES:				70.36	.00			
Total GENERAL:				1,065.36	.00			
Total STORMWATER BUYOUT FUND:				1,065.36	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
82.502.01.210 TELEPHONE								
CALL ONE	411562 5/21	0	Phone Service; 5/15-6/14/21	36.78	.00		052401	
JESSEN, DENNIS	FEBRUARY 2021	0	PERS DEVICE PHONE REIMB; FEBRUARY 20	24.99	.00		052401	
JESSEN, DENNIS	FEBRUARY 2021	0	USAGE REIMBURSEMENT; FEBRUARY 2021	24.99	.00		052401	
JESSEN, DENNIS	MARCH 2021	0	PERS DEVICE PHONE REIMB; MARCH 2021	24.99	.00		052401	
JESSEN, DENNIS	MARCH 2021	0	USAGE REIMBURSEMENT; MARCH 2021	24.99	.00		052401	
VENCHUS, THOMAS	APRIL 2021	0	PERS DEVICE PHONE REIMB; APRIL 2021	24.99	.00		052401	
VENCHUS, THOMAS	APRIL 2021	0	USAGE REIMBURSEMENT; APRIL 2021	24.99	.00		052401	
Total 82.502.01.210 TELEPHONE:				186.72	.00			
82.502.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	I00657465	0	COPIERS/PRINTERS LEASE; 6/5-7/4/21	139.93	.00		052401	
Total 82.502.01.270 MAINT OF OFFICE EQUIPMENT:				139.93	.00			
82.502.01.299 OTHER CONTRACTUAL SERVICES								
COMCAST INTERNET	122951328 5/21	0	INTERNET SERVICE; 5/15-6/14/21	68.57	.00		052401	
ENVIRONMENTAL SYSTEMS RESEAR	94012837	0	ESRI SOFTWARE RENEWAL	12,500.00	.00		WF05242	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:				12,568.57	.00			
82.502.01.321 PURCHASE OF WATER								
DUPAGE WATER COMMISSION	APRIL 2021	0	WATER COSTS; APRIL 2021	216,761.58	.00		052401	
Total 82.502.01.321 PURCHASE OF WATER:				216,761.58	.00			
82.502.02.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0005158074 4/2021	0	520 N PRINCETON; 4/8-5/7/21	280.17	.00		052401	
COMMONWEALTH EDISON CO	0233060038 4/2021	0	CENTRAL PUMPING STN; 4/8-5/7/21	360.02	.00		052401	
COMMONWEALTH EDISON CO	6667072019 4/2021	0	WELL #2; 4/6-5/5/21	351.67	.00		052401	
Total 82.502.02.219 UTILITY - ELECTRIC:				991.86	.00			
82.502.02.292 ENGINEERING SERVICES								
ENGINEERING ENTERPRISES, INC	71253	0	PHASE III ENGINEERING ON HARVARD IMP	562.88	.00		WF05242	
Total 82.502.02.292 ENGINEERING SERVICES:				562.88	.00			
82.502.02.293 LABORATORY TESTING								
ETP LABS INC	21-135170	0	WATER SAMPLES; 03/2021	310.00	.00		052401	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total 82.502.02.293 LABORATORY TESTING:				310.00	.00			
82.502.02.299 OTHER CONTRACTUAL SERVICES								
CORRPRO COMPANIES INC	645693	0	SPRING CATHODIC PROTECTION INSPECTI	1,130.00	.00		052401	
Total 82.502.02.299 OTHER CONTRACTUAL SERVICES:				1,130.00	.00			
82.502.02.354 WATER METERS								
CORE & MAIN	N980167	0	METER PARTS	810.00	.00		052401	
Total 82.502.02.354 WATER METERS:				810.00	.00			
82.502.02.399 OTHER SUPPLIES								
BMO HARRIS MASTERCARD	0703736-2103	0	NIPPLES	67.12	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	MOUSE TRAPS	11.98	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	MOUSE TRAPS	48.54	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	CLEANING SUPPLIES	57.95	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	WOOD SCREWS, FOAM	98.01	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	MOUSE TRAPS	5.99	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	NIPPLES, TAPE, COUPLINGS	51.73	.00		052401	
BMO HARRIS MASTERCARD	0703736-2103	0	STAKES	101.68	.00		052401	
Total 82.502.02.399 OTHER SUPPLIES:				443.00	.00			
Total GENERAL:				233,904.54	.00			
Total WATER SUPPLY FUND:				233,904.54	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
83.502.01.210 TELEPHONE								
CALL ONE	411562 5/21	0	Phone Service; 5/15-6/14/21	36.78	.00		052401	
Total 83.502.01.210 TELEPHONE:				36.78	.00			
83.502.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	I00657465	0	COPIERS/PRINTERS LEASE; 6/5-7/4/21	139.93	.00		052401	
Total 83.502.01.270 MAINT OF OFFICE EQUIPMENT:				139.93	.00			
83.502.01.299 OTHER CONTRACTUAL SERVICES								
COMCAST INTERNET	122951328 5/21	0	INTERNET SERVICE; 5/15-6/14/21	68.57	.00		052401	
CONNECT SEARCH LLC	S1027297	0	TEMPORARY STAFF SERVICES	1,320.00	.00		052401	
ENVIRONMENTAL SYSTEMS RESEAR	94012837	0	ESRI SOFTWARE RENEWAL	12,500.00	.00		WF05242	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:				13,888.57	.00			
83.502.02.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0007134036 4/2021	0	WESTLANDS LIFT STN; 4/8-5/7/21	32.35	.00		052401	
COMMONWEALTH EDISON CO	0045126092 4/2021	0	NORTH & YALE; 3/26-4/26/21	147.07	.00		052401	
COMMONWEALTH EDISON CO	0051086116 4/2021	0	900 N VILLA; 3/26-4/26/21	221.63	.00		052401	
COMMONWEALTH EDISON CO	0063015145 4/2021	0	S VILLA LIFT STN; 4/8-5/7/21	490.11	.00		052401	
COMMONWEALTH EDISON CO	0375103058 4/2021	0	RT 83 LIFT STN; 4/8-5/7/21	35.21	.00		052401	
COMMONWEALTH EDISON CO	0474090018 4/2021	0	YALE/RIDGE LIFT STN; 4/8-5/7/21	75.76	.00		052401	
Total 83.502.02.219 UTILITY - ELECTRIC:				1,002.13	.00			
83.502.02.273 MAINT OF CONTROLS								
VORTEX TECHNOLOGIES INC	6387	0	ANNUAL CALIBRATION WWFTF FLOW MTRS	2,475.00	.00		052401	
Total 83.502.02.273 MAINT OF CONTROLS:				2,475.00	.00			
83.502.02.292 ENGINEERING SERVICES								
ENGINEERING ENTERPRISES, INC	71253	0	PHASE III ENGINEERING ON HARVARD IMP	30.15	.00		WF05242	
RJN GROUP INC	340117	0	'19 SEWER REHABILITATION PROGRAM SUP	1,061.50	.00		WF05242	
RJN GROUP INC	340118	0	'19 SEWER REHABILITATION PROGRAM SUP	1,405.50	.00		WF05242	
Total 83.502.02.292 ENGINEERING SERVICES:				2,497.15	.00			
83.502.02.401 CAPITAL OUTLAY								
PETRIE, RAYMOND	316 S PRINCETON	0	REIMB FOR STAIRWELL DRAIN; 316 S PRINC	1,000.00	.00		052401	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total 83.502.02.401 CAPITAL OUTLAY:				1,000.00	.00			
83.502.04.292 ENGINEERING SERVICES								
BURKE ENGINEERING LTD, CHRISTO	164738	0	PHASE II DESIGN ENGINEERING OF THE TH	285.00	.00		WF05242	
BURKE ENGINEERING LTD, CHRISTO	165264	0	PHASE II DESIGN ENGINEERING OF THE TH	228.00	.00		WF05242	
Total 83.502.04.292 ENGINEERING SERVICES:				513.00	.00			
Total GENERAL:				21,552.56	.00			
Total WASTEWATER FUND:				21,552.56	.00			
Grand Totals:				468,027.92	.00			

	Amount Paid
CASH ALLOCATIONS FUND	
Total CASH ALLOCATIONS FUND:	295.00
CORPORATE FUND	
Total CORPORATE FUND:	180,436.58
TIF 5 FUND - KENILWORTH	
Total TIF 5 FUND - KENILWORTH:	7,703.96
NEDSRA FUND	
Total NEDSRA FUND:	495.52
RECREATION FUND	
Total RECREATION FUND:	7,575.62
PARKS FUND	
Total PARKS FUND:	4,558.99
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	244.02
DEBT SERVICE FUND	
Total DEBT SERVICE FUND:	450.00
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	1,281.60
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	8,464.17
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	1,065.36

	Amount Paid
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	233,904.54
WASTEWATER FUND	
Total WASTEWATER FUND:	21,552.56
Grand Totals:	468,027.92

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

DATE 5-20-2021 APPROVED BY 5-20-21

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF052421","052401"

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Admin Asst
Submitting Department: Community F.U.N Commission
Item Type: Ordinances
Agenda Section: First Reading on Ordinances to be Codified

Subject:
An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending the Village Code Regarding Membership of the Community Pride Commission

Suggested Action:
The Community Pride Commission's intent and purpose is to advise the Village President and the Board of Trustees on matters relating to the overall image of the village including physical beautification, public relations, and coordination and promotion of volunteers and volunteerism within the village. The Commission currently has only four (4) members including the chairperson. Due to difficulty finding volunteers to fill commission memberships, the Community Pride Commission is requesting to reduce the Commission's membership from eleven (11) to five (5) members. This reduction will make it easier to obtain a member quorum which is needed to conduct commission business.

Attachments:
ORD - Memebership of the Community Pride Commission.docx

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AMENDING THE VILLAGE CODE REGARDING MEMBERSHIP OF THE COMMUNITY PRIDE COMMISSION

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 this State; and,

WHEREAS, pursuant to Section 2-2901 of Chapter 2, Article XXIX of the Villa Park Municipal Code, the Community Pride Commission (the "*Commission*") was created; and,

WHEREAS, the Village Board has considered a request to amend the Village Code to reduce the membership of the Commission and is prepared to proceed as hereinafter set forth.

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

Section 1. That Chapter 2, Article XXIX of the Villa Park Municipal Code is hereby amended as follows:

A. Section 2-2903 is amended to reduce the membership of the Community Pride Committee from eleven (11) members to five (5) members; and,

B. Section 2-2905(c) is amended to require the presence of three (3) commission members to constitute a quorum to transact any commission business at a regular or special meeting of the Commission.

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

PASSED this ____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES:_____
NAYS:_____
ABSENT:_____

APPROVED this _____day of _____, 2021

Ordinance No.:_____

_____
Village President

Attest:

_____
Village Clerk

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Consuelo Arguilles
Submitting Department: Community Development
Item Type: Ordinances
Agenda Section: Ordinances

Subject:
Ordinance of the Village of Villa Park, DuPage County, Illinois, Annexing PIN# 06-03-107-006 Located at 17W479 Manor Lane, Rezoning of PIN# 06-03-107-006 from DuPage County Zoning in the R-4 District to the Villa Park M-1, Light Industrial District, Consolidation to One Lot, and a Special Use to Allow Outdoor Equipment and Material Storage

Suggested Action:
The Village received a request from a property owner located on Manor Lane seeking annexation into Villa Park. This annexation includes a request to consolidate lots into one, a request to rezone a 0.79-acre parcel on the south side of Manor Lane, west of Villa Avenue from R-4 in unincorporated DuPage County to M-1 in Villa Park, and a request for a special use to allow outdoor equipment and material storage. The petitioner purchased this property with the intent to relocate a concrete business to this location and construct a new building for the business.

This item satisfies the Long-Term Routine Strategic Plan Goal "Explore, evaluate, and determine Board policy on annexation of unincorporated areas."

Attachments:
PZ-20-0016 VB Memo 17W479 Manor Ln (Annexation, ZMA, SU).pdf
ORD_Annexation___Rezoning_PZ-20-0016_17W479_Manor_Ln.docx
ORD_Plat_of_Consolidation_PZ-20-0016_17W479_Manor_Ln.docx
ORD_Rezoning_PZ-20-0016_17W479_Manor_Ln.docx
ORD_SU_PZ-20-0016_17W479_Manor_Ln.docx
Plat of Annexation 21015-20 ANNEX REV 1.pdf
Updated Proposal.pdf
PW Comments PZ-20-0016 17W479 Manor Lane.pdf
Fire Comments 17W479 Manor Lane PZ-20-0016 FD Memo.pdf
Exhibits A-E ORD SU PZ-20-0016 17W427 Manor Ln.pdf
Plat of Consolidation 21015-20 CONSOL REV 1.pdf

4-23-2021 DuPage County Information.pdf

illage of Villa Park

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

TO: Manager Keehner
FROM: Community Development Department
DATE: May 18, 2021
RE: Petition PZ-20-0016 / 17W479 Manor Ln. / Annexation, Rezoning, Consolidation, Special Use

VB Meeting: May 24, 2021 **PIN:** 06-03-107-014(VP), -006 (Unincorporated) **Area:** 1.3 acres

Present Zoning: M-1 Light Industrial (VP) / R-4 Single Family Residence District (Unincorporated)
Present Land Use: Vacant Lot / Single-Family Home

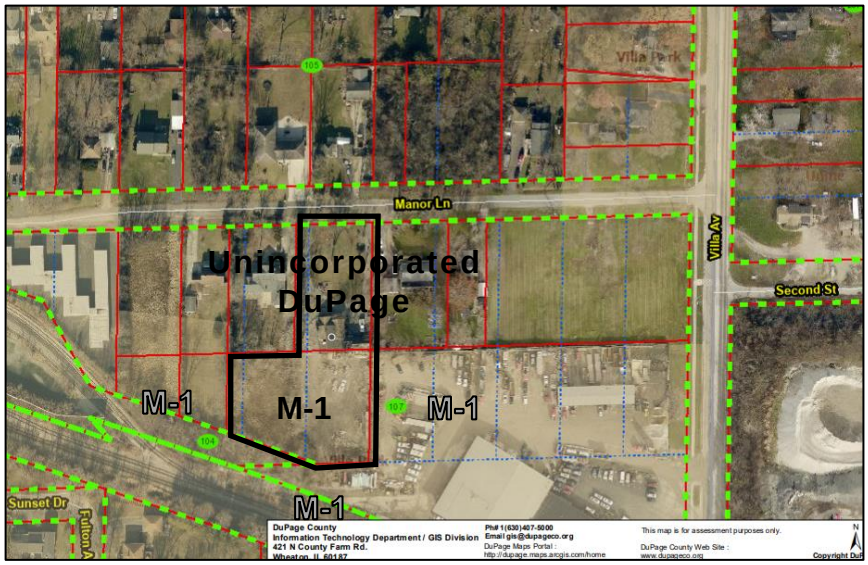
Surrounding Zoning / Land Uses:
West, North, East (Unincorporated DuPage): R-4 Single-Family Residence District/Single-family
South (Villa Park): M-1 Light Industrial District/Vacant property

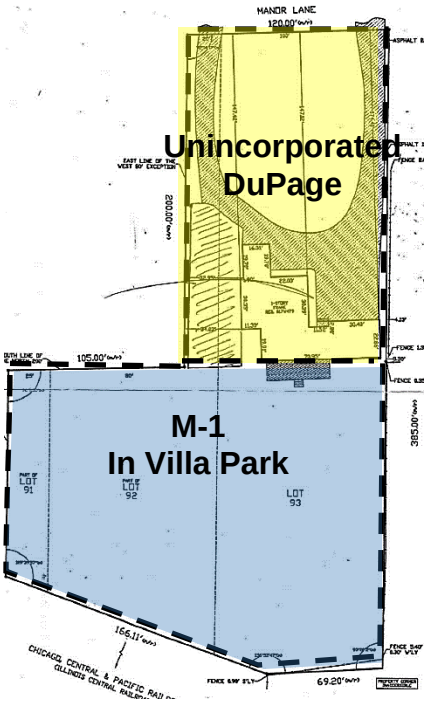
Comprehensive Plan Designation
The Village's Comprehensive Master Plan identified this area for a uses other than single-family residential. The location of the Canadian National Railway and other major transportation routes make this attractive to commercial and industrial development.

Requests

1) Annexation of PIN# 06-03-107-006
2) Rezoning of PIN# 06-03-107-006 from DuPage County zoning in the R-4 District to the M-1, Light Industrial District
3) Consolidation to one lot
4) Special Use to allow outdoor equipment and material storage

Location Map



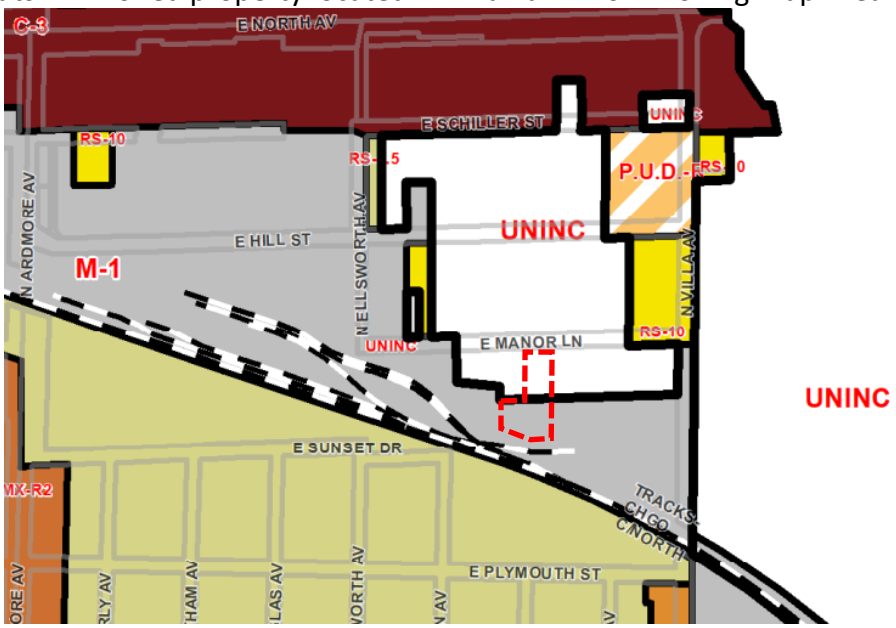


Background

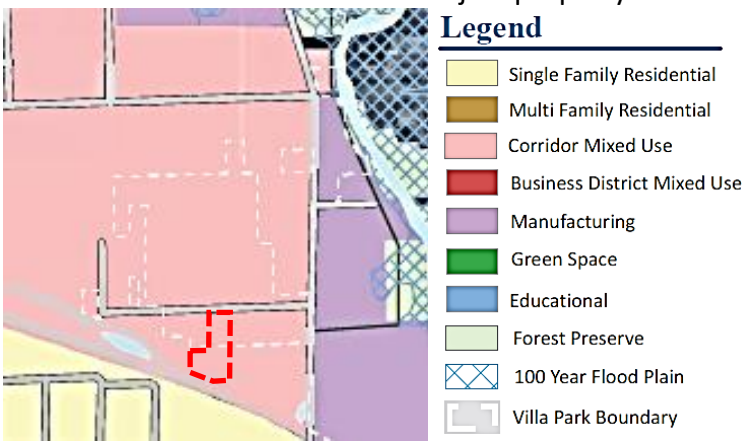
Ms. Valdez owns two contiguous properties containing 1.39 acres. The southern-most parcel (PIN – 06-03-107-014) measuring .84 acres is in the Village of Villa Park and zoned M-1. The northern-most parcel (PIN 06-03-107-006) measuring .55 acres is an unincorporated parcel and zoned R-4 Single-Family Residence District in DuPage County.

The subject property includes a vacant single-family structure that York Township identifies as being constructed in 1946. As this parcel is unincorporated, permits would have been issued by DuPage County. Adjacent parcels to the west, north, east include single-family homes in unincorporated DuPage County.

The property abuts M-1 zoned property located in Villa Park. 2021 Zoning Map Area:



The 2009 Comprehensive Plan identifies this area the subject property as mixed use:

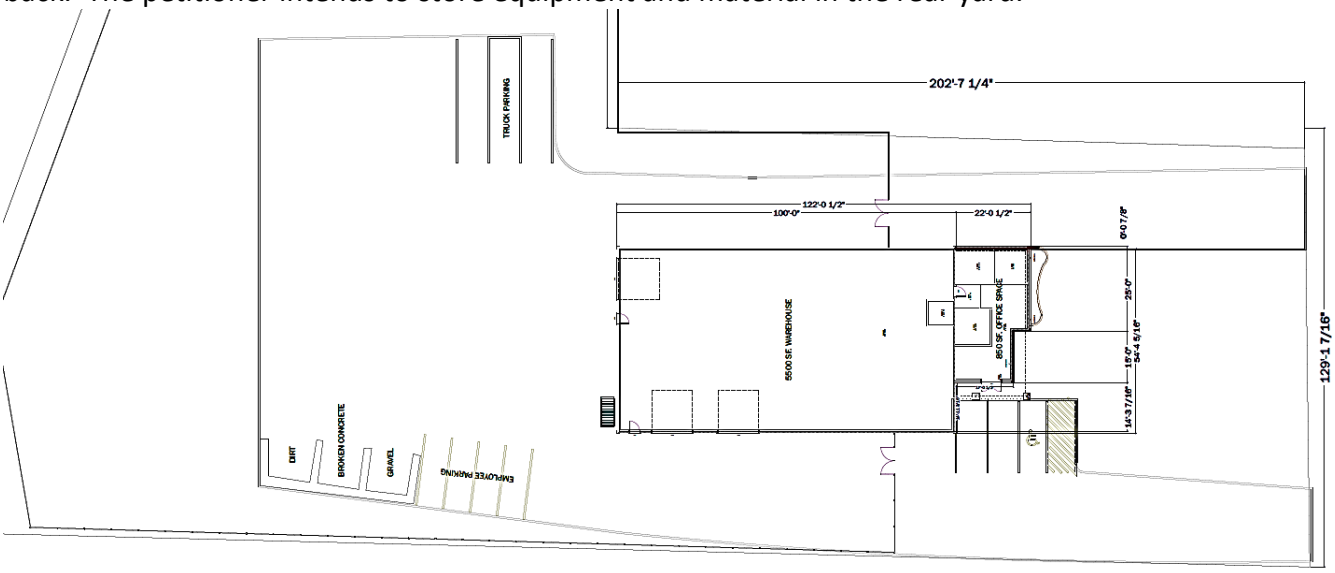


When the comprehensive plan update was completed in 2009, this area was the subject of a complete redevelopment plan for the area south of North Avenue and west of Villa Avenue, to the Canadian National Railroad tracks to Ardmore Avenue. The majority of this area that is in the Village is zoned M-1. The M-1 zoning district, both in the old and new zoning ordinance, recognizes the need

for transitional setbacks and screening when adjacent to residentially zoned property within Villa Park. Even though the subject property is adjacent to residentially zoned property located in unincorporated DuPage County, Staff suggests using the process for rezoning and special use to ensure that the owner will be held to a specific standard to reduce any adverse impacts that the rezoning and special use could bring.

Summary:
This is a request to annex 0.55-acre parcel located on the south side of Manor Lane into Villa Park and rezone from R-4 in unincorporated DuPage County to M-1 in Villa Park. The petitioner also seeks to consolidate with the adjacent parcel to one lot and a special use to allow outdoor equipment and material storage. The petitioner purchased this property with the intent to relocate a concrete business to this location and construct a new building for the business.

The site plan indicates the new building will include an office in the front and warehouse space in the back. The petitioner intends to store equipment and material in the rear yard.



The M-1 regulations and proposal are outlined below:

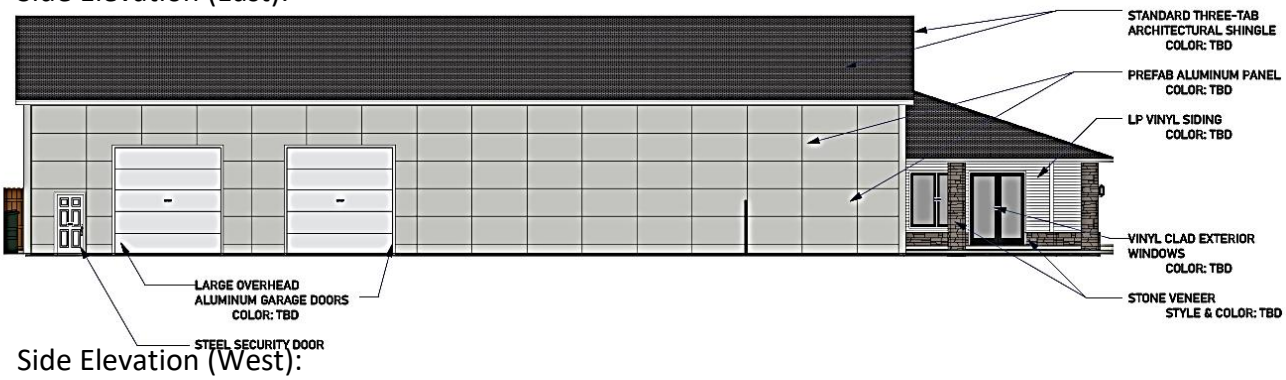
	M-1	**Proposed**
Minimum Lot Area	15,000 sq.ft.	60,603.27 sq.ft. (1.39 Acres)
Front Building Street Setback (N)	35’	78’
Interior Building Setback - (W & E) Abutting residential	30’	W: 31’- 35’ E: 31’-34’
Rear (S) Abutting M1	15’	203.90’
Maximum Building Height	35’	22’

The proposed building height would be twenty-six feet and building materials would consist of vinyl siding, stone veneer, and aluminum panel. The phasing plan indicates construction would start in May 2021.

Front Elevation (North):



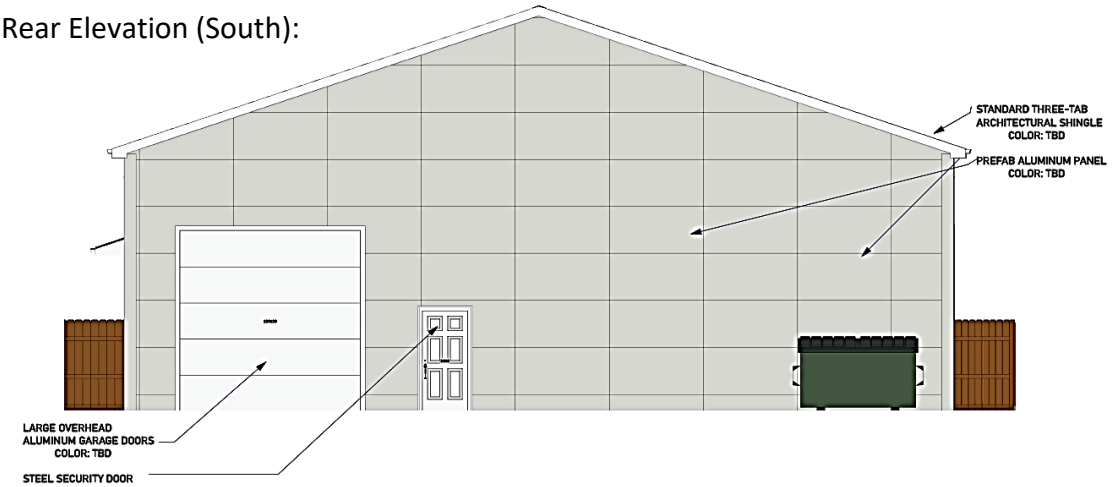
Side Elevation (East):



Side Elevation (West):



Rear Elevation (South):



INTERNAL STAFF REVIEW:
Economic Development: RJ Concrete would be a compatible business to the neighboring businesses located within the light industrial park. The design of the proposed building would be an improvement to the area.

Public Works: See attached memo from Director of Public Works. Comments include drainage improvements will be required as part of the development of the property.

Fire: Sprinklers and a fire alarm will be required. A licensed fire sprinkler contractor to submit sprinkler and alarm drawing, manufactures data sheets, hydraulic and battery calculations for plan review approval. In addition, the closest fire hydrants are approximately 600 feet away, they will need to install a new water main and fire hydrant. This requirement would also have to be approved and coordinated through the Village's Public Works Department.

Police: No objections to request. However, truck traffic and noise and shall be considerate of the adjacent residential properties.

Public Comments:
The Village has received complaints regarding truck traffic and noise, especially in the early morning hours, along with toxic fumes from the trucks left running in the yard when warming up for the day. Additionally, code enforcement received complaints regarding overall condition of the existing building and maintenance of the property, including overflowing garbage. The petitioner has been made aware of these complaints and is expected to address.

P&Z Recommendation:
On the January 14, 2021 public hearing, the Planning & Zoning Commission 2-5 recommended approval of the requests, the site is developed per the engineering drawings in substantial compliance with the engineering drawings and the structural layout dated 7/22 and 11/23/20 with a finding of fact that such special use meets the standards enumerated in Article 11.4. of Appendix C and variance meets the standards enumerated in Article 11.5. of Appendix C of the Municipal Code Village of Villa Park Basic Zoning Ordinance.

The Petitioner submitted information from DuPage County in support of the proposed annexation, rezoning to M-1 Light Industrial, and development. The County references the existing zoning map of Villa Park, the 2020 CMAP Rt. 83 Corridor Land Use Plan, and data from DuPage County indicating that over the last 20 years there has been a history of residential property owners to redevelop single family residential property to industrial property.

Attached to this memo is the petitioner's proposed plans, memos from the Public Works and Fire Departments, minutes from the Planning & Zoning Commission meeting, and DuPage County Assessment of existing land uses, zoning categories and planning projects in the area including and surrounding the subject property.

VB Requested Action:
If the Village Board finds in support of the requests, the attached ordinance should be approved:
To approve:

1) Annexation of PIN# 06-03-107-006;
2) Rezoning of PIN# 06-03-107-006 from DuPage County zoning in the R-4 District to the M-1, Light Industrial District;
3) Consolidation to one lot; and
4) Special Use to allow outdoor equipment and material storage, subject to be in substantial compliance with the site plan and architectural drawings dated February 9, 2021.

For the property located at 17W479 Manor Lane, PIN: 06-03-107-014, 06-03-107-006

	AYES	NAYS
Planning and Zoning Recommendation Required: Majority of quorum	2	5
Village Board Final Decision Required: Two-thirds of all members		

ORDINANCE NO. _____

AN ORDINANCE ANNEXING CERTAIN TERRITORY LOCATED AT 17W479 MANOR LANE VILLA AVE TO THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS
(RJ CONCRETE, Applicant)

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 duly executed Petition For Annexation, signed by the owner of record and the electors residing on the subject property, if any, has been filed with the Village requesting that certain territory legally described hereinafter be annexed to the Village; and,

WHEREAS, the said territory is not within the corporate limits of any municipality, but is contiguous to the Village of Villa Park; and,

WHEREAS, legal notices regarding the intention of the Village of Villa Park of annex said territory have been sent to all public bodies required to receive such notice by state statute; and,

WHEREAS, an affidavit of service has been recorded with the Office of the DuPage County Recorder in accordance with state statute; and,

WHEREAS, it is in the best interests of the Village of Villa Park that said territory be annexed.

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

Section1: That the legal description of the territory to be annexed is as follows:

THE NORTH 200.0 FEET OF LOTS 92 AND 93 EXCEPTING THEREFROM THE WEST 80.0 FEET OF SAID LOT 92 TOGETHER WITH THAT PART OF THE MANOR

LANE RIGHT OF WAY LYING NORTH OF AND ADJACENT THERETO IN SUBURB HILL BEING A SUBDIVISION IN THE NORTH WEST ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS 17W479 MANOR LANE, VILLA PARK, ILLINOIS

PIN: 06-03-107-006

Section 2: That the territory described in Section 1 above is hereby annexed to the Village of Villa Park, DuPage County, Illinois, on the condition that the Plat of Consolidation, the rezoning of the territory to M-1 and the granting of a Special Use be approved; and, failure to so approve shall invalidate this ordinance.

Section 3: That the Village Clerk is hereby directed within 90 days from the effective date of this Ordinance to record or cause to be recorded with the Office of the DuPage County Recorder and to file with the County Clerk and with the DuPage County Board of Election Commissioners a certified copy of this Ordinance, together with the Plat of Annexation for the territory annexed appended to said Ordinance.

Section 4: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

Passed this _____ day of _____, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2021.

_____
Village President

Attest:

_____

Village Clerk

Published in pamphlet form:

_____, 2021

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, APPROVING RJ CONCRETE PLAT OF CONSOLIDATION FOR THE PROPERTY COMMONLY KNOWN AS 17W479 MANOR LANE

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

WHEREAS, the owner of the property located at 17W479 Manor Lane, Villa Park, Illinois, has filed an application for approval of a plat of consolidation combining the lots legally described as:

LOT 93 AND LOT 92 (EXCEPT THE WEST 80 FEET OF THE NORTH 200 FEET) AND LOT 91 (EXCEPT THE WEST 75 FEET AND EXCEPT THE NORTH 200 FEET) IN SUBURB HILL, DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION IN THE NORTHWEST ¼ OF SECTION 3 TOWNSHIP, 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 8 OF PLATS, PAGE 27, AS DOCUMENT 116425, IN DUPAGE COUNTY, ILLINOIS.

PIN No.: 06-03-107-014, 06-03-107-006

WHEREAS, the Village President and Board of Trustees have reviewed the application and plat of consolidation.

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

Section 1: The above recitals are incorporated herein and made a part of this Ordinance.

Section 2: That the President and Board of Trustees hereby approve and authorize the execution of *RJ CONCRETE PLAT OF CONSOLIDATION* for the property commonly known as 17W479 Manor Lane prepared by Gentile & Associates, Inc.,

attached hereto and made a part hereof by reference as Exhibit A, for the consolidation of the property with Property Index Numbers of 06-03-107-014 and 06-03-107-006.

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

ADOPTED this ____ day of _____, 2021 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2021

_____
Village President

Attest:

_____
Village Clerk

Published in pamphlet form:

_____, 2021

ORDINANCE NO. __

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, REZONING THE PROPERTY LOCATED AT 17W479 MANOR LANE

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

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.) the President and Board of Trustees of the Village (the "*Corporate Authorities*") may provide for zoning to regulate the development and use of real estate within its borders and pursuant to Section 11-13-1.1 of the Illinois Municipal Code allow the classification of special uses within a zoning district; and,

WHEREAS, the owner of the property located at 17W479 Manor Lane, Villa Park, Illinois, (the "*Subject Property*") legally described in Section 2, is seeking a rezoning of the Subject Property from the RS-10 Residential Single-Dwelling District to the M-1 Light Industrial District; and

WHEREAS, notice of a public hearing on said application was published on December 30, 2020, in a newspaper having general circulation within the Village, and pursuant to said notice, the Planning and Zoning Commission of the Village conducted a public hearing on January 14, 2021, in accordance with the State statutes and the ordinances of the Village; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 11.4 and 11.5 of the Villa Park Zoning Ordinance and made the recommendation that the special use of the Subject Property not be granted; and,

WHEREAS, the President and Board of Trustees (the "Corporate Authorities") of the Village of Villa Park have received and considered the recommendations of the Planning and Zoning Commission.

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

Section 1: That this Ordinance shall apply to the Subject Property legally described as follows:

LOT 1 IN RJ CONCRETE PLAT OF CONSOLIDATION IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP, 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

The property is commonly known as 17W479 Manor Lane, Villa Park, Illinois.

PIN No.: 06-03-107-014, 06-03-107-006

Section 2: That the territory described in Section 1 above is hereby rezoned from the RS-10 Residential Single-Dwelling District to the M-1, Light Industrial District.

Section 3: That the Village Clerk is hereby directed within 90 days from the effective date of this Ordinance to record or cause to be recorded with the Office of the DuPage County Recorder and to file with the County Clerk and with the DuPage County Board of Election Commissioners a certified copy of this Ordinance.

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

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

Passed this _____ day of _____, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2021.

_____
Village President

Attest:
_____
Village Clerk

Published in pamphlet form:

_____, 2021

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, GRANTING A SPECIAL USE TO ALLOW OUTDOOR EQUIPMENT AND MATERIAL STORAGE FOR PROPERTY LOCATED AT 17W479 MANOR LANE

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

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.) the President and Board of Trustees of the Village (the "*Corporate Authorities*") may provide for zoning to regulate the development and use of real estate within its borders and pursuant to Section 11-13-1.1 of the Illinois Municipal Code allow the classification of special uses within a zoning district; and,

WHEREAS, the owner of the property located at 17W479 Manor Lane, Villa Park, Illinois, (the "*Subject Property*") legally described in Section 2, is seeking a special use to allow outdoor equipment and material storage; and

WHEREAS, notice of a public hearing on the said application was published on December 30, 2020, in a newspaper having general circulation within the Village, and pursuant to said notice, the Planning and Zoning Commission of the Village conducted a public hearing on January 14, 2021, in accordance with the State statutes and the ordinances of the Village; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 11.4 and 11.5 of the Villa Park Zoning Ordinance and made the recommendation that the special use of the Subject Property not be granted; and,

WHEREAS, the President and Board of Trustees (the "Corporate Authorities") of the Village of Villa Park have received and considered the recommendations of the Planning and Zoning Commission.

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

Section 1: That this Ordinance shall apply to the Subject Property legally described as follows:

LOT 93 AND LOT 92 (EXCEPT THE WEST 80 FEET OF THE NORTH 200 FEET) AND LOT 91 (EXCEPT THE WEST 75 FEET AND EXCEPT THE NORTH 200 FEET) IN SUBURB HILL, DUPAGE COUNTY, ILLINOIS, BEING A SUBDIVISION IN THE NORTHWEST ¼ OF SECTION 3 TOWNSHIP, 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 8 OF PLATS, PAGE 27, AS DOCUMENT 116425, IN DUPAGE COUNTY, ILLINOIS

The property is commonly known as 225 W. Roosevelt Road, Villa Park, Illinois.

PIN No.: 06-03-107-014, 06-03-107-006

Section 2: That the Corporate Authorities hereby approve the special use to allow outdoor equipment and material storage, subject to be in substantial compliance with the site plan and architectural drawings dated February 9, 2021.

Section 3: That this ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law. That the special use allows outdoor equipment and material storage in accordance with the attached plans (Exhibits A-E):

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

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

Passed this _____ day of _____, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2021.

_____
Village President

Attest:

_____
Village Clerk

Published in pamphlet form:

_____, 2021

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

PLAT OF ANNEXATION

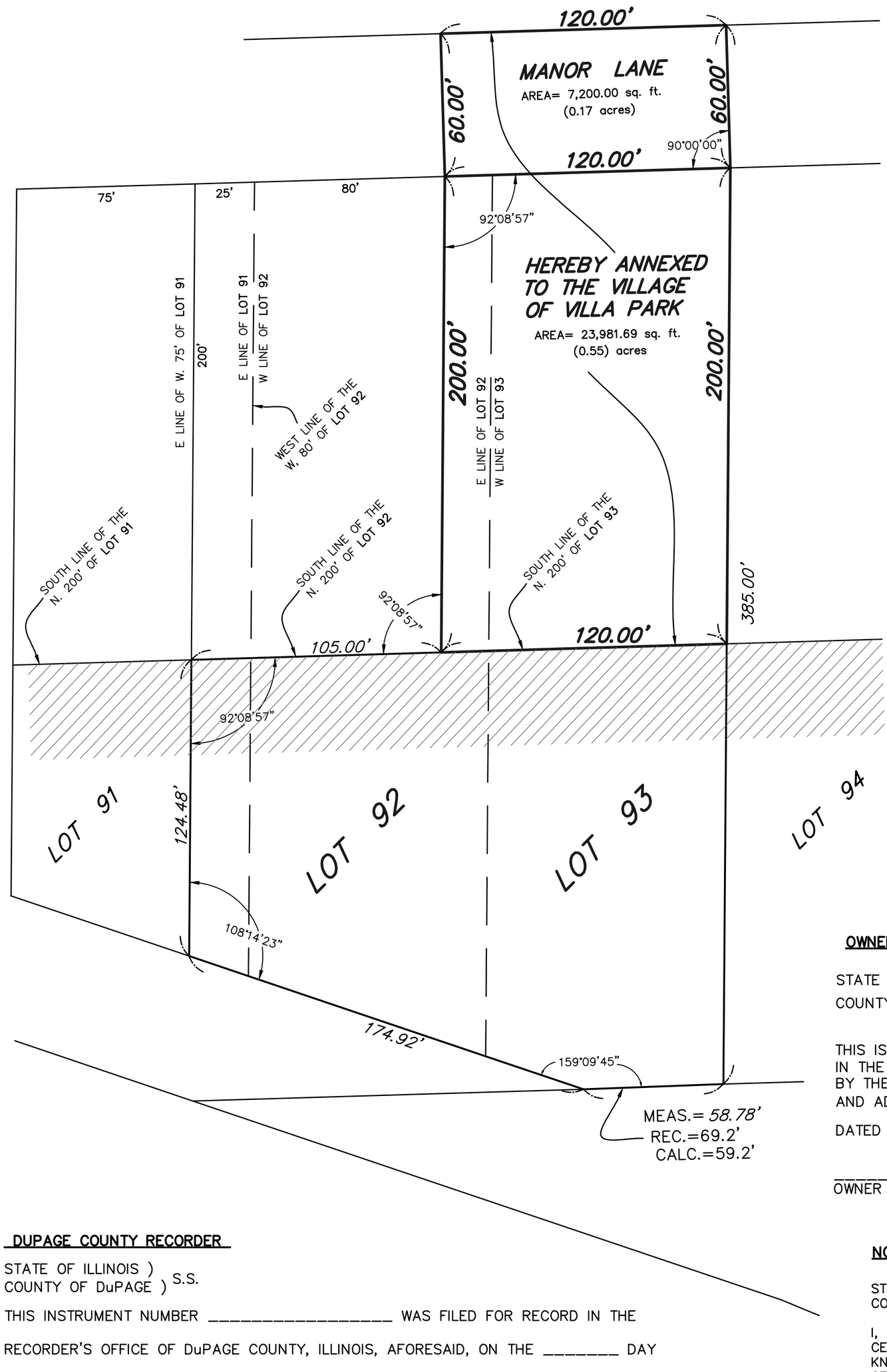
P.I.N.: 06-03-107-006

TO THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS

THE **NORTH 200.0 FEET** OF **LOTS 92** AND **93** EXCEPTING THEREFROM THE WEST 80.0 FEET OF SAID LOT 92, TOGETHER WITH THAT PART OF THE **MANOR LANE RIGHT OF WAY** LYING NORTH OF AND ADJACENT THERETO IN **SUBURB HILL** BEING A SUBDIVISION IN THE NORTH WEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS 17 W. 479 MANOR LANE, VILLA PARK, ILLINOIS.

TOTAL AREA ANNEXED: 31,181.69 sq. ft. (0.72 acres)



HATCHED AREA REPRESENTS CORPORATE LIMITS OF THE VILLAGE OF VILLA PARK

VILLAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

APPROVED BY THE VILLAGE PRESIDENT AND THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 20____,IN ACCORDANCE WITH ORDINANCE NUMBER_____.

BY: _____ ATTEST: _____.
VILLAGE PRESIDENT VILLAGE CLERK

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREIN, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT _____,ILLINOIS, THIS _____ DAY OF _____, A.D. 20____.

_____ _____
OWNER OWNER

DUPAGE COUNTY RECORDER

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

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

_____
DuPAGE COUNTY RECORDER OF DEEDS

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT _____ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AS SUCH _____, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____
NOTARY PUBLIC

_____
COMMISSION EXPIRES

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF DuPAGE)

I, JOSEPH F. GENTILE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925, DO HEREBY CERTIFY THAT THE PLAT DRAWN HEREON WAS PREPARED BY THE USE OF AVAILABLE RECORDS FOR THE PURPOSES OF ANNEXING THE ABOVE DESCRIBED PROPERTY TO THE VILLAGE OF VILLA PARK AND IS A TRUE AND CORRECT REPRESENTATION OF SAID ANNEXATION. ALL DISTANCE ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 17TH DAY OF FEBRUARY, A.D. 2021.

SIGNED: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO.
MY LICENSE EXPIRES NOVEMBER 30, 2022

NO.	DATE	DESCRIPTION	BY
1	02/17/2021	REVISED PER VILLAGE COMMENTS DATED 02/16/2021	MMG

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

PREPARED FOR: **VILLAGE OF VILLA PARK**

DRAWN BY: MMG
ORDER NO.: **18-20949 20 A-REV 1**

ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002870

RETURN TO:

VILLAGE OF VILLA PARK
DEPARTMENT OF COMMUNITY DEVELOPMENT
325 E. NORTH AVE.
VILLA PARK, ILLINOIS 601181

RJ Concrete.

Good Evening Ladies and Gentlemen,

My name is Ruben Valdez my wife and I are the owners of RJ Concrete. RJ Concrete is a family owned and operated business. We have been in business for approximately 13 years in Addison. We do residential and commercial concrete work. We employ approximately 10 employees and are a seasonal company. We are looking to expand into the Village of Villa Park. We are also proud sponsors in a variety of youth sports and look forward to helping out the community in as many ways possible. We need our warehouse to store our materials, maintain our equipment, and our office space to run our business. We are looking to build a 5500sf warehouse with an office space of 805sf.

We are looking to rezone the residential property to match the M-1 commercial property we have in the back.

Our building plans are designed to blend in as much as possible with the residential homes in the neighborhood by having a pitched roof, low scale windows, and a stone base façade. The original design was updated from having a front parking lot to removing the front parking lot and updating it to green space by eliminating the front parking lot it helps make the building blend in more into the neighborhood.

We updated the plans to address the concerns of the neighbors by:

- Our standard Hours of operation are Monday-Friday 6:00am-7:00pm Saturday 7:00am-5:00pm Sundays Closed. Our employees arrive at 6:00am in their personal vehicles to start up, warm up, and load up our work trucks with materials needed for our work day. We leave at approximately 6:30am to arrive at our jobsite for the day by 7:00am.
- Dirt on the Road: Allowing us to pave the back lot would alleviate this concern.
- Our Garbage pick-up day is every Wednesday.

Our Landscaping/Fencing plans:

- We will be leaving the existing mature trees on the west side of the property (Exhibit A) on the east side of our property we will be installing 6’ to 8’ Colorado blue spruce trees.(Exhibit C)
- For the landscaping we will be leaving the green space in the front removing a few of the existing trees in the front of the property and adding more landscape along the front of our new building per our design (Exhibit D).

RJ Concrete.

- We are going to install an 8ft Wood fence all around our property that is adjacent to the residential properties. In the back where our property is near the other commercial properties we will have an 8' chain-link fence with slats.(Exhibit E)

Our property is adjacent to other businesses(Exhibit B) for example southeast of our property is RB Construction a business very similar to ours, west of our property there is a storage unit, Ingstrup Paving, landscape company, other concrete company, masonry company, and a tree removal company all in the same neighborhood. The property is located in an area in which 2009 comprehensive plan's designation is to be mixed use.

So we ask that your approval. Help us our dream. Welcome us into the community.

Thank you for your time and consideration.

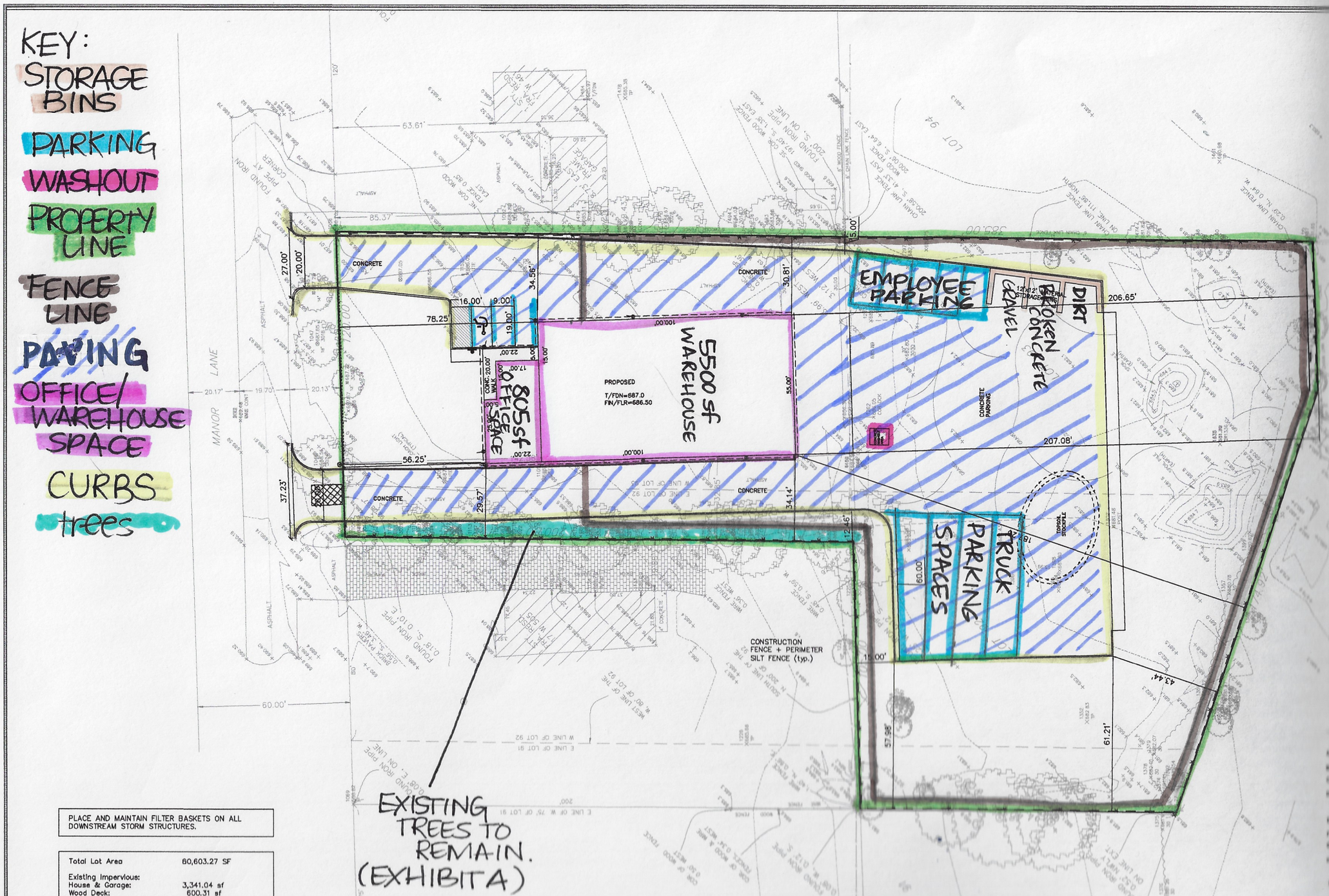
Ruben Valdez

RJ Concrete President

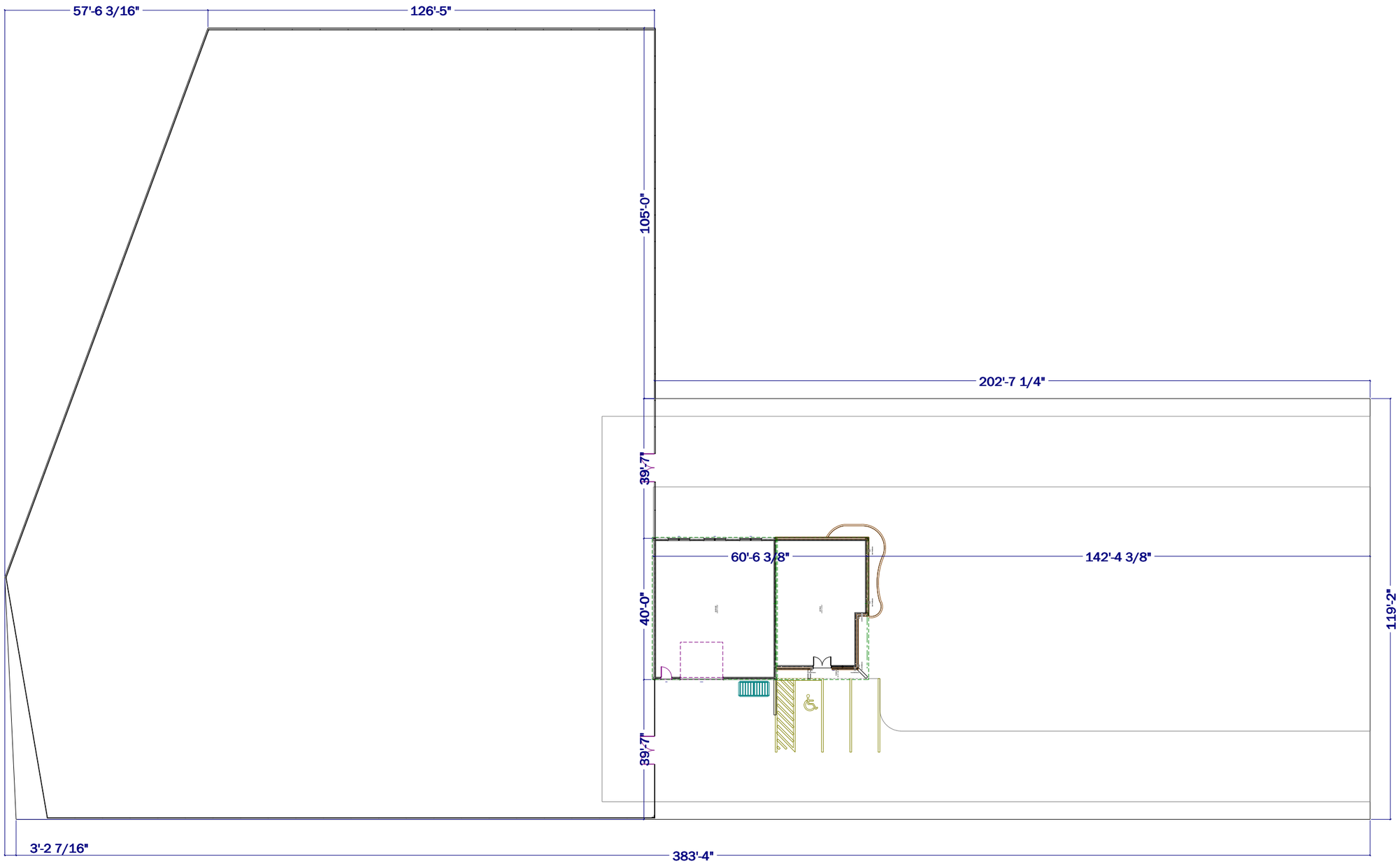
RJ Concrete.
100 E. Comstock Ave
Addison, IL 60101
Phone:630-479-2017
Fax:630-758-0018

CONSTRUCTION TIMELINE

Title	Duration	Start	Finish
DEMOLISHING EXISTING	5 DAYS	3/29/2021	4/2/2021
TEMP ELECTRICAL SERVICE COMPLETE	1 DAY	4/5/2021	4/5/2021
STAKE LOT	1 DAY	4/6/2021	4/6/2021
EXCAVATION	4 DAYS	4/7/2021	4/12/2021
FOOTINGS & FOUNDATION	8 DAYS	4/13/2021	4/22/2021
PLUMBING UNDERGROUND	4 DAYS	4/23/2021	4/28/2021
INTERIOR FLATWORK POURED	5 DAYS	4/29/2021	5/5/2021
FRAMING	20 DAYS	5/6/2021	6/2/2021
ROOFING INSTALL	8 DAYS	6/3/2021	6/14/2021
ROUGH PLUMBING	5 DAYS	6/15/2021	6/21/2021
ROUGH HVAC	5 DAYS	6/22/2021	6/28/2021
ROUGH ELECTRICAL	5 DAYS	6/29/2021	7/9/2021
ROUGH INSPECTIONS	3 DAYS	7/12/2021	7/14/2021
INSULATION	2 DAYS	7/15/2021	7/16/2021
INSULATION INSPECTION	1 DAY	7/19/2021	7/19/2021
DRYWALL INSTALL	14 DAYS	7/20/2021	8/6/2021
SIDING, MASONARY INTALLATION	10 DAYS	8/9/2021	8/20/2021
DRIVE & WALK INSTALL	8 DAYS	8/23/2021	9/1/2021
LANDSCAPING INSTALL	5 DAYS	9/2/2021	9/10/2021
ELECTRICAL TRIM	7 DAYS	9/13/2021	9/21/2021
HVAC TRIM	2 DAYS	9/22/2021	9/23/2021
PLUMBING TRIM	2 DAYS	9/24/2021	9/27/2021
PAINTING	8 DAYS	9/28/2021	10/7/2021
FINAL INSPECTIONS	3 DAYS	10/8/2021	10/12/2021
PUNCHLIST	2 DAYS	10/13/2021	10/14/2021


KEY:
STORAGE BINS
PARKING
WASHOUT
PROPERTY LINE
FENCE LINE
PAVING
OFFICE/ WAREHOUSE SPACE
CURBS
trees
EMPLOYEE PARKING
DIRT
BROKEN CONCRETE
GRAVEL
5500 sf WAREHOUSE
805sf OFFICE SPACE
PROPOSED
T/FDN=687.0
FIN/FLR=686.50
TRUCK PARKING SPACES
CONSTRUCTION FENCE + PERIMETER SILT FENCE (typ.)
EXISTING TREES TO REMAIN. (EXHIBIT A)
MANOR LANE
CONCRETE
ASPHALT
206.65'
207.08'
382.00'
PLACE AND MAINTAIN FILTER BASKETS ON ALL DOWNSTREAM STORM STRUCTURES.
Total Lot Area 60,603.27 SF
Existing Impervious:
House & Garage: 3,341.04 sf
Wood Deck: 600.31 sf

PRELIMINARY



M.T. McCAW INC.
REMODELING - GENERAL CONTRACTING
(630) 698-8354

ENLARGED EXISTING(s)
SCALE: 1/4"= 1'-0"

RJ CONSTRUCTION
SHOP BUILD
17W479 MANOR LANE, VILLA PARK IL.

DESIGNER:
MATT McCAW

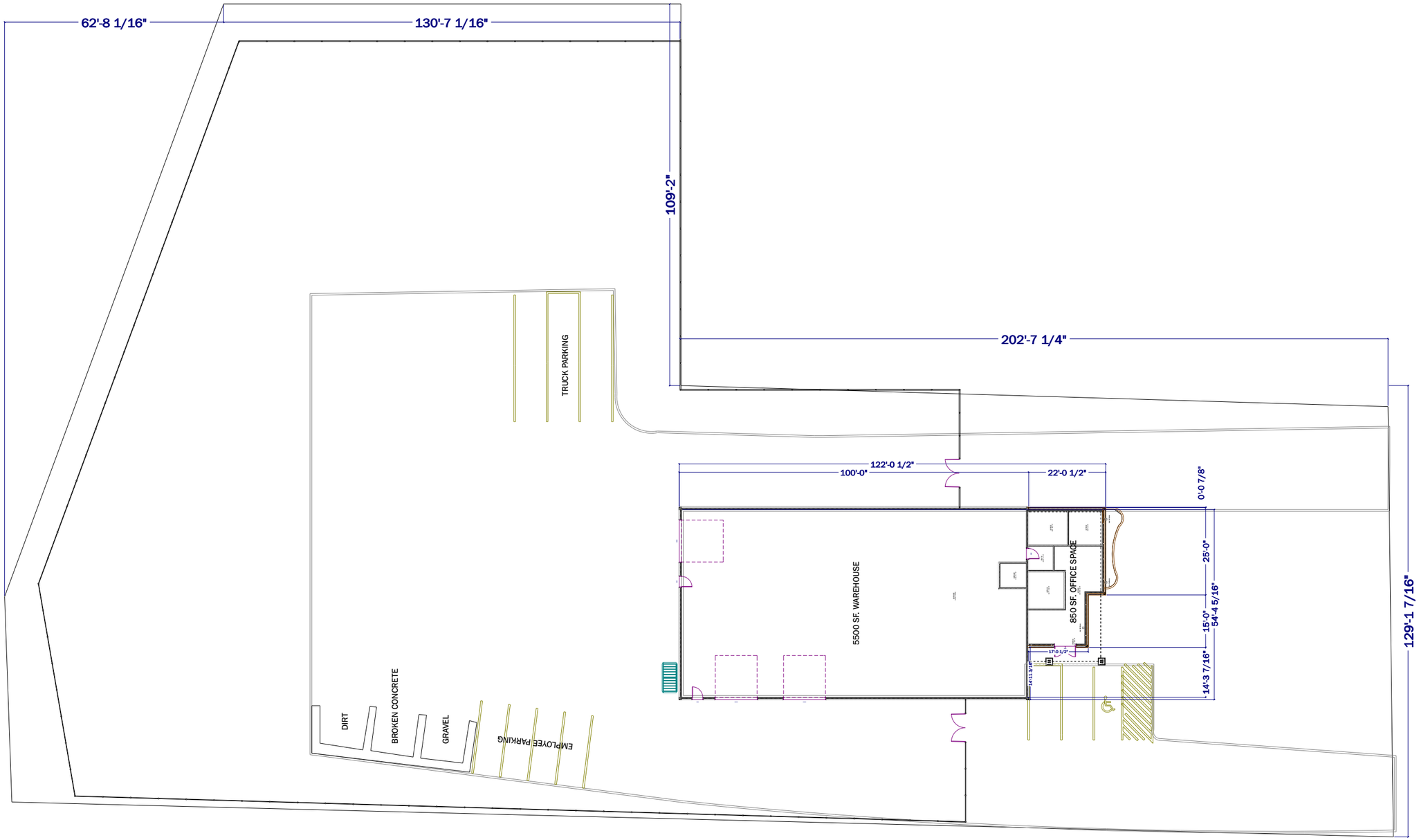
SHEET:
D2
1 OF 7

THESE DRAWINGS ARE THE PROPERTY AND WORK OF *M.T.McCAW INC.* PREPARED AND DEVELOPED FOR THE EXCLUSIVE USE OF *M.T.McCAW INC.* & HOMEOWNER. THESE PRELIMINARY PLANS, PREPARED BY *M.T.McCAW INC.* ARE REQUIRED TO BE APPROVED AND AGREED UPON BY BOTH THE HOMEOWNER AND *M.T.McCAW INC.* **CLIENTS SHOULD RELY PRIMARILY ON SIGNED AGREEMENT FOR COMPLETE PROJECT SCOPE.**

PRINTED: TUESDAY, FEBRUARY 9, 2021

CLIENT INITIAL:_____ DESIGNER INITIAL: ___

PRELIMINARY



M.T. McCAW INC.
REMODELING • GENERAL CONTRACTING
(630) 698-8354

PROPOSED PLAT
SCALE: 1"= 30'-0"

RJ CONSTRUCTION
SHOP BUILD
17W479 MANOR LANE, VILLA PARK IL.

DESIGNER:
MATT McCAW

SHEET:
A1
2 OF 7

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PRELIMINARY



M.T. McCAW INC.
REMODELING • GENERAL CONTRACTING
(630) 698-8354

PROPOSED ELEVATIONS
SCALE: 3/16"=1'-0"

RJ CONSTRUCTION
SHOP BUILD
17W479 MANOR LANE, VILLA PARK IL.

DESIGNER:
MATT McCAW

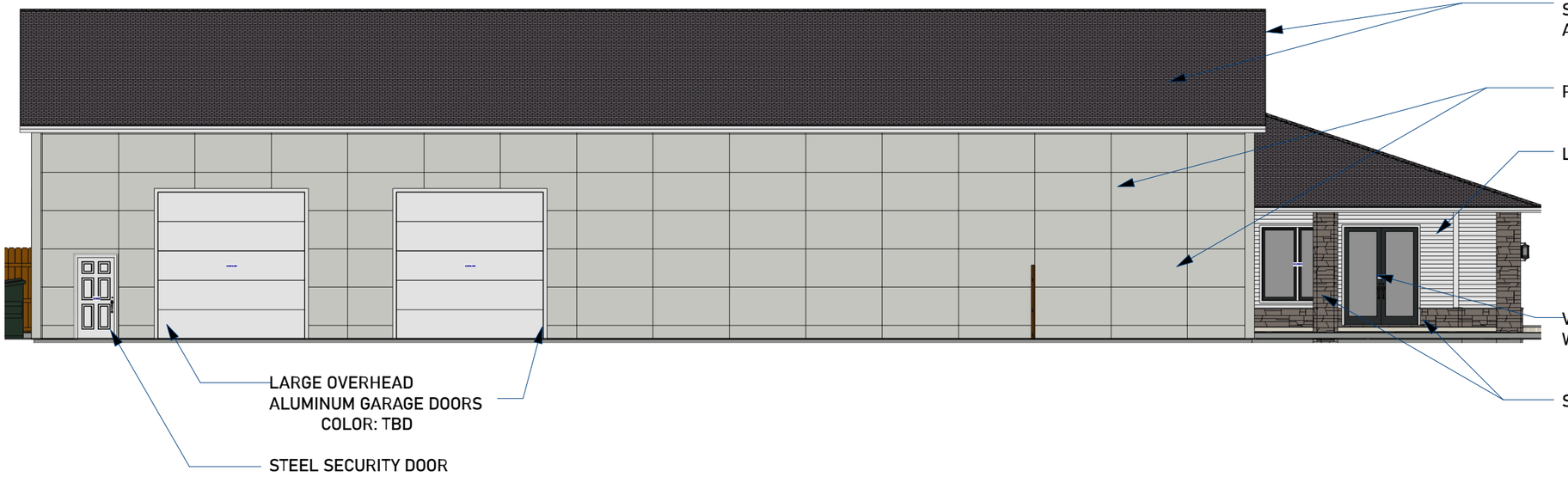
SHEET:
A2.01
3 OF 7

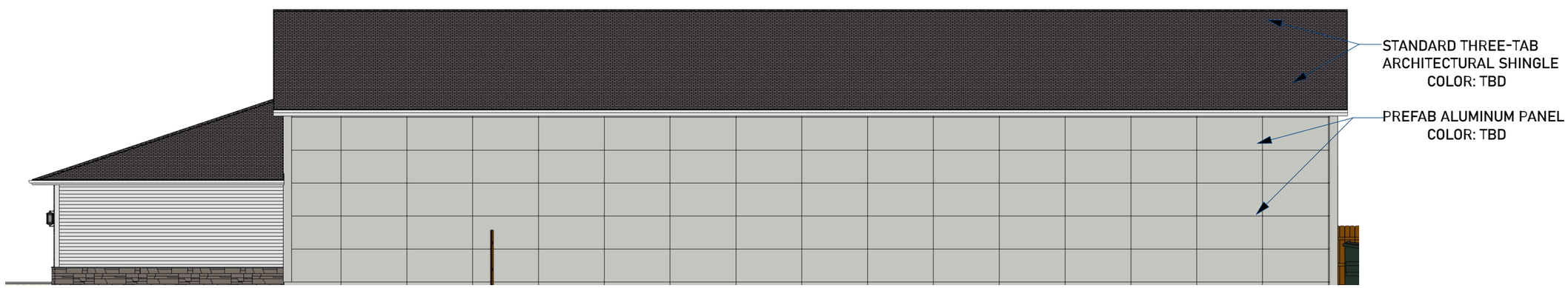
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M.T. McCAW INC.
REMODELING - GENERAL CONTRACTING
(630) 698-8354

PROPOSED
ELEVATIONS
SCALE 3/32" = 1'-0"

RJ CONSTRUCTION
SHOP BUILD
17W479 MANOR LANE, VILLA PARK IL.

DESIGNER:
MATT McCAW

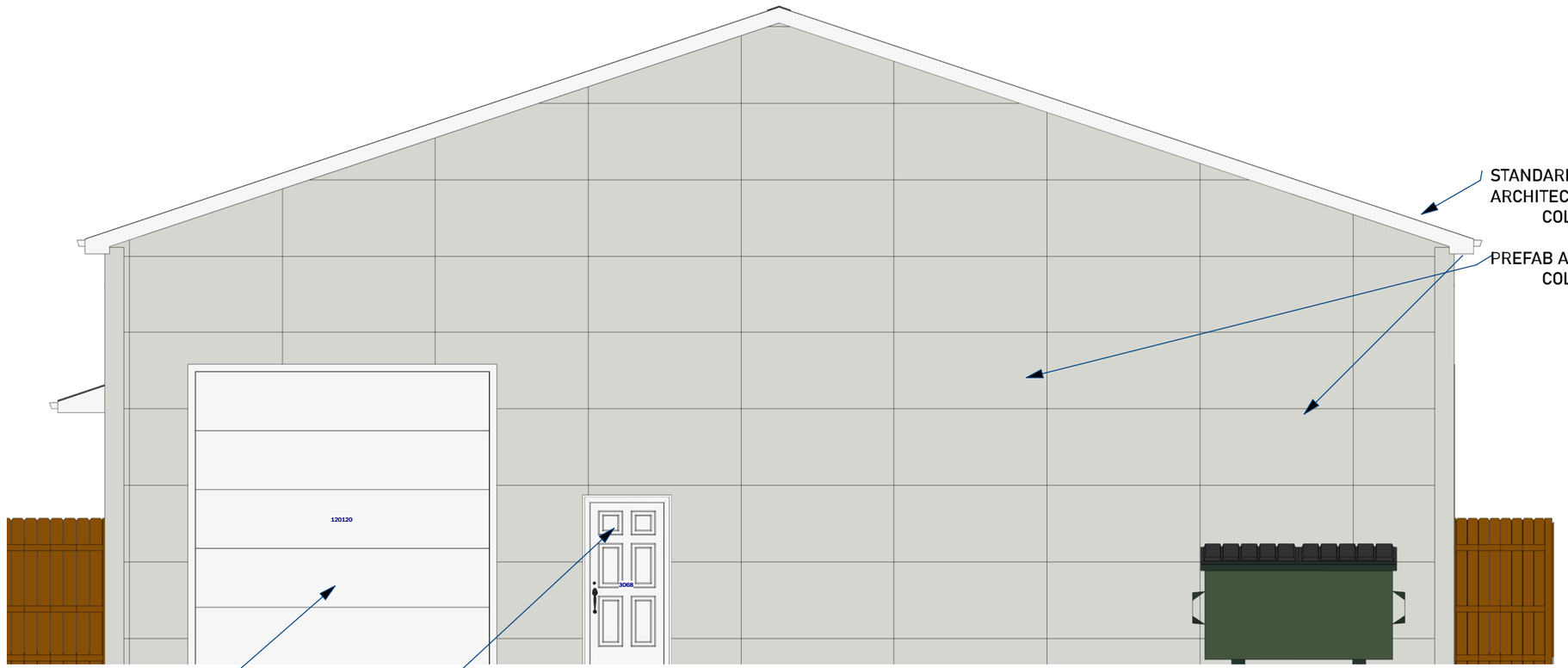
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4 OF 7

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PRELIMINARY



M.T. McCAW INC.
REMODELING • GENERAL CONTRACTING
(630) 698-8354

PROPOSED
ELEVATIONS
SCALE: 3/16"=1'-0"

RJ CONSTRUCTION
SHOP BUILD
17W479 MANOR LANE, VILLA PARK IL.

DESIGNER:
MATT McCAW

SHEET:
A2.03
5 OF 7

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PRELIMINARY





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SEE CONTRACT AND SPECIFICATIONS FOR MORE DETAILS(!) **

M.T. McCAW INC.
REMODELING • GENERAL CONTRACTING
(630) 698-8354

PROPOSED RENDERS
SCALE: NTS

RJ CONSTRUCTION
SHOP BUILD
17W479 MANOR LANE, VILLA PARK IL.

DESIGNER:
MATT McCAW

SHEET:
R1.01
6 OF 7

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CLIENT INITIAL:_____ DESIGNER INITIAL: ___

PRELIMINARY





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SEE CONTRACT AND SPECIFICATIONS FOR MORE DETAILS(!) **

M.T. McCAW INC.
REMODELING • GENERAL CONTRACTING
(630) 698-8354

PROPOSED RENDERS
SCALE: NTS

RJ CONSTRUCTION
SHOP BUILD
17W479 MANOR LANE, VILLA PARK IL.

DESIGNER:
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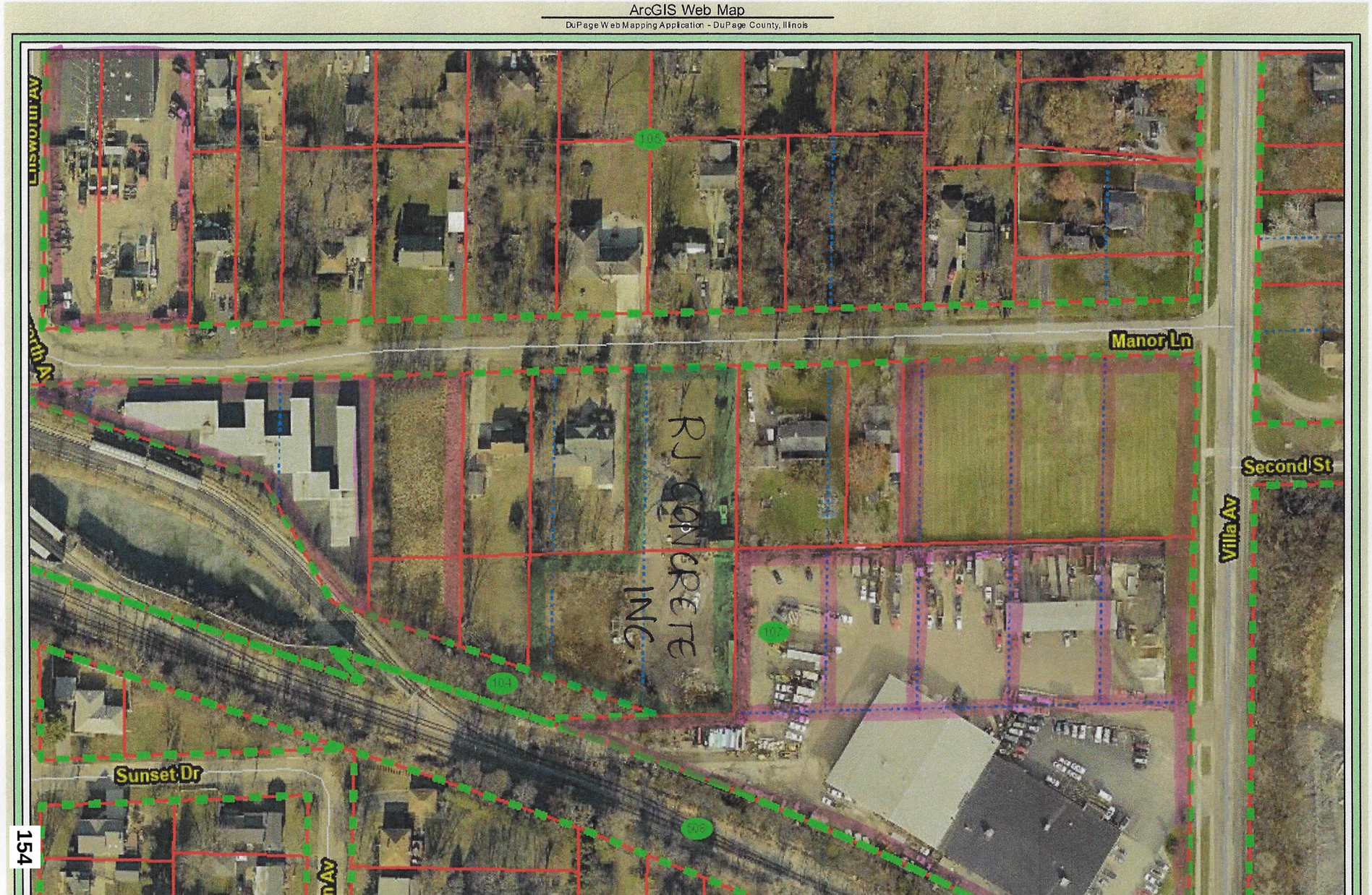
SHEET:
R1.01
7 OF 7

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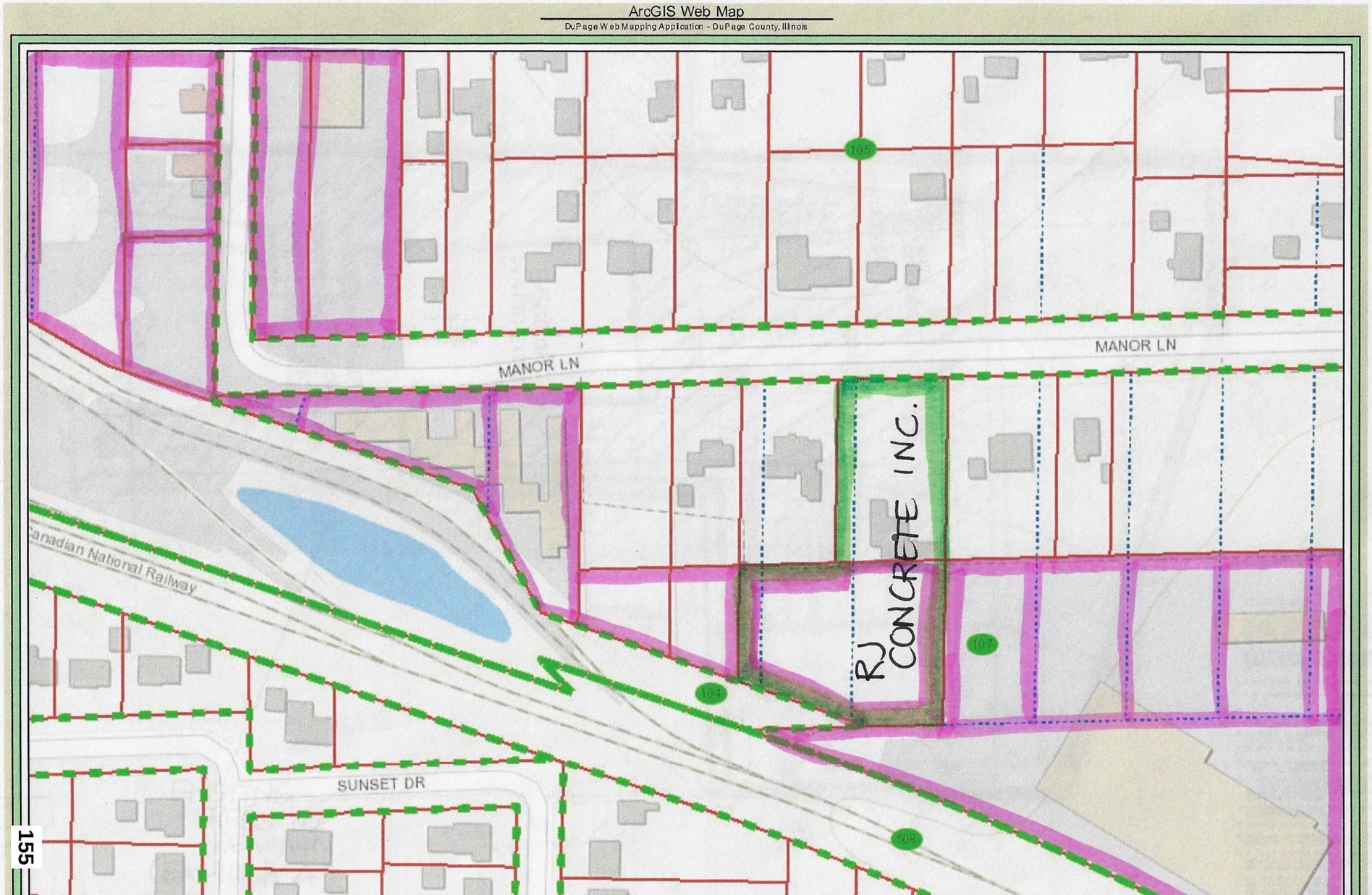
CLIENT INITIAL:_____ DESIGNER INITIAL: ___





COMMERCIAL PROPERTIES

RJ CONCRETE



M-1
COMMERCIAL

RJ CONCRETE INC



EXHIBIT(C)

RJ CONSTRUCTION

SHOP BUILD

17W479 MANOR LANE, VILLA PARK IL.

PROPOSED RENDERS

SCALE: NTS

M.T. McCAW INC.

REMODELING • GENERAL CONTRACTING

(630) 668-8354

ER:
AW



(EXHIBIT E)

DEPARTMENTAL CORRESPONDENCE

Date: 12/21/2020

To: Consuelo Arguilles, Community Development Director

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

RE: **17W479 Manor Lane – Annexation, Rezoning, and Special Use Request (RJ Concrete, Petitioner)**

The Public Works Department received a request packet for annexation, rezoning, and special-use for 17W479 Manor Lane and offers the following comments:

General

The parcel is approximately 0.55 acres.

Traffic

A traffic study will not be required.

Street Improvements

Street improvements will not be required.

Water

Watermain extension from Villa Avenue to the west property line extended with a 20-year recapture agreement is preferred. However, since Villa Park water supply is "not reasonably available" the DuPage County Health Department will most likely permit the construction of a water well on the property per Chapter 18-401.8 of DuPage County Ordinance.

Sanitary Sewer

Sanitary sewer main extension from Villa Avenue to the west property line extended with a 20-year recapture agreement is preferred. However, since Villa Park sanitary sewer main is "not reasonably available" the DuPage County Health Department will most likely permit the construction of a private sewage disposal system on the property per Chapter 18-431.4 of DuPage County Ordinance.

DEPARTMENTAL CORRESPONDENCE

Storm Sewer

Storm sewer improvements may be required on the property.

Drainage Improvements

Drainage improvements will be required as part of the development of the property. Stormwater detention and post-construction best management practices (PCBMP) will most likely be required.

Soil Conditions

Kane-DuPage Soil Conservation District opinion of land was included in the submission..

Permits

A building permit, a stormwater permit, and a right-of-way permit will be required for future improvements.

Villa Park Fire Department

Station 81 Headquarters
1440 S. Ardmore, Villa Park, IL 60181
Phone (630) 833-5350
Fax (630) 941-5978

Memorandum

To: **Director Arguilles**

From: Steve Stapleton **Deputy Chief**
Steve Stapleton

CC: **File**

Date: **February 4, 2021**

Subject: **RJ Concrete – 17w479 Manor Lane (PZ-20-0016)**

The fire department has reviewed the Planning and Zoning application for RJ Concrete (PZ-20-0016) and have the following comments:

Pursuant to the 2015 International Fire Code (IFC), section 903 (Automatic Sprinkler Systems) as amended and adopted by reference in section 7-1203 of the Village of Villa Park Municipal Code, specifically section 903.2, *'Approved automatic sprinkler systems shall be required in all new construction and/or shall be provided in the locations described in Sections 903.2.1 through 903.2.12; whichever is stricter.'*

Since this a newly constructed stand-alone building, it will be required to be sprinklered. They will need to have a licensed fire sprinkler contractor submit 5-sets of fire sprinkler drawings, manufactures data sheets, and hydraulic calculations for plan review approval.

Pursuant to the 2015 International Fire Code (IFC), section 507 (Fire Protection Water Supplies) as amended and adopted by reference in section 7-1203 of the Village of Villa Park Municipal Code, specifically section 507.5.1.1, *'Buildings equipped with a sprinkler or standpipe system installed in accordance with Section 905 shall have a fire hydrant within a 100' of the fire department connection, subject to the AHJ.*'

Since the closest fire hydrants are approximately 600 feet away from their proposed location, they will need to install a new water main and fire hydrant. This requirement would also have to be approved and coordinated through the Village's Public Works Department since they are responsible for the municipalities' water system.

Pursuant to the 2015 International Fire Code (IFC), section 903.4 (Sprinkler System Supervision and Alarms) as amended and adopted by reference in section 7-1203 of the Village of Villa Park Municipal Code, specifically sections:

- Sec. 903.4, *'Sprinkler system supervision and alarms shall be supervised by a listed fire alarm system, including occupant notification.'*

- Sec. 903.4.1 *'Alarm, supervisory, and trouble signals shall be distinctly different and shall be automatically transmitted 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.'*

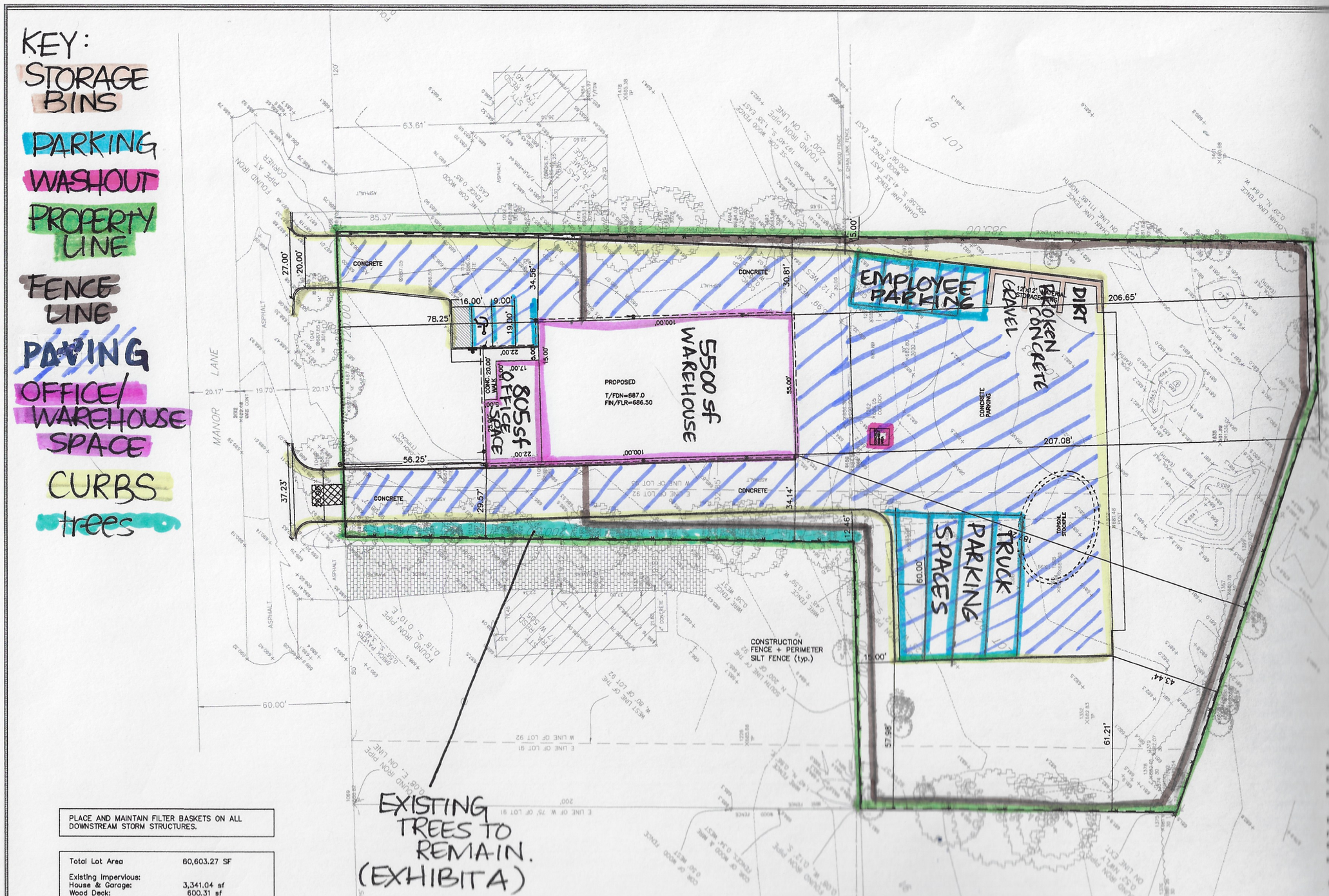
- Sec. 903.4.2 *'Approved audible and visible appliances shall be connected to each automatic sprinkler system in accordance with Sections 903.4.2.1 and 903.4.2.2. Sprinkler system water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system.'*

- Sec. 903.4.2.1 *'Exterior Notification Appliances. A Red 75 cd, 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.'*

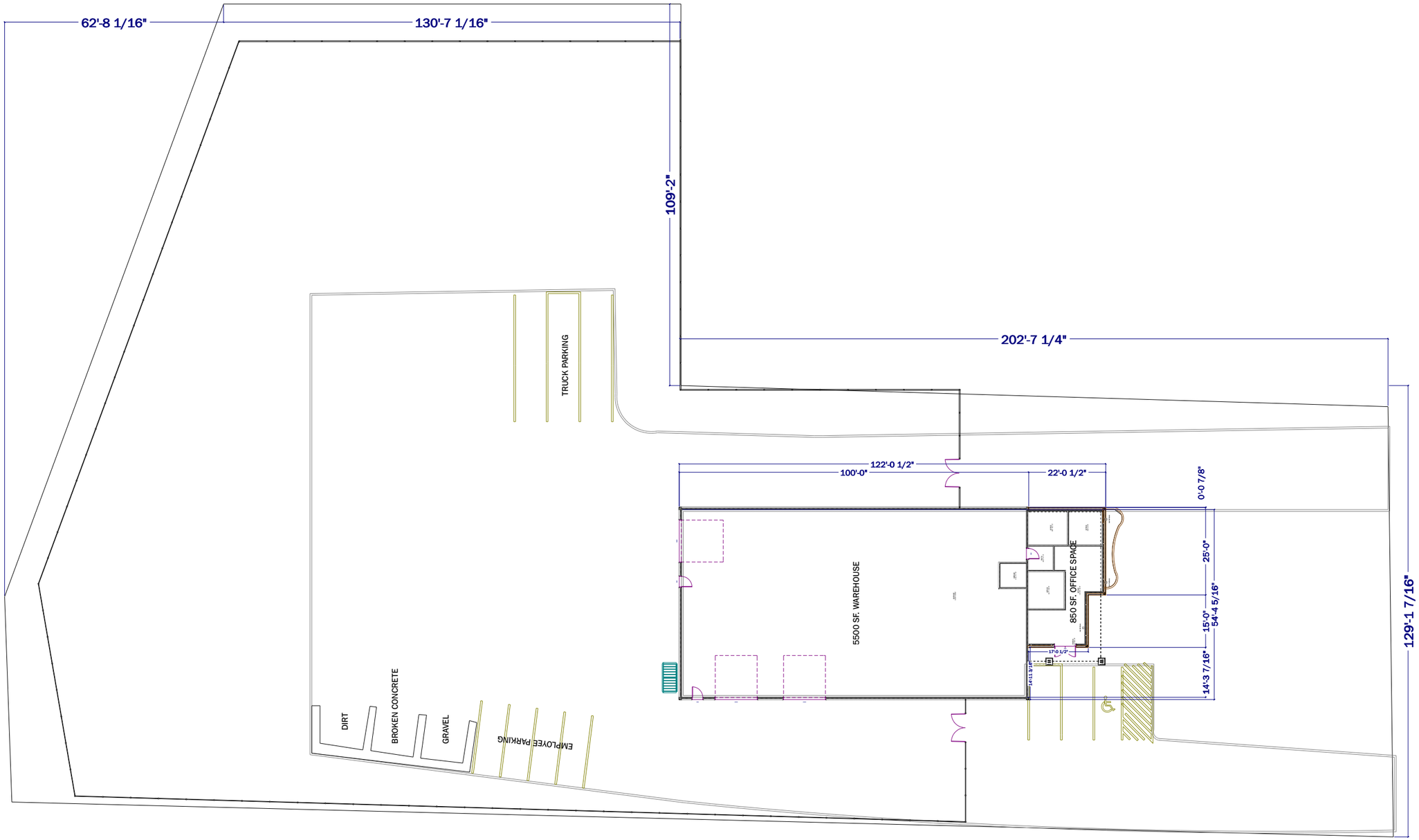
- Sec. 903.4.2.2 *'Interior Notification Appliances. Interior audible and visible alarms supervised by a fire alarm system shall be provided in accordance with Sections 907.5.1 through 907.5.2.3.4.'*

Since this new building will be required to have a fire alarm system, they will need to have a licensed fire alarm contractor submit 5-sets of fire alarm drawings, manufactures data sheets, and battery calculations for plan review approval.

Please let me know if there is anything further that you may need.


KEY:
STORAGE BINS
PARKING
WASHOUT
PROPERTY LINE
FENCE LINE
PAVING
OFFICE/ WAREHOUSE SPACE
CURBS
trees
EMPLOYEE PARKING
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MANOR LANE
CONCRETE
ASPHALT

PRELIMINARY



M.T. McCAW INC.
REMODELING • GENERAL CONTRACTING
(630) 698-8354

PROPOSED PLAT
SCALE: 1"= 30'-0"

RJ CONSTRUCTION
SHOP BUILD
17W479 MANOR LANE, VILLA PARK IL.

DESIGNER:
MATT McCAW

SHEET:
A1
2 OF 7

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PROPOSED ELEVATIONS
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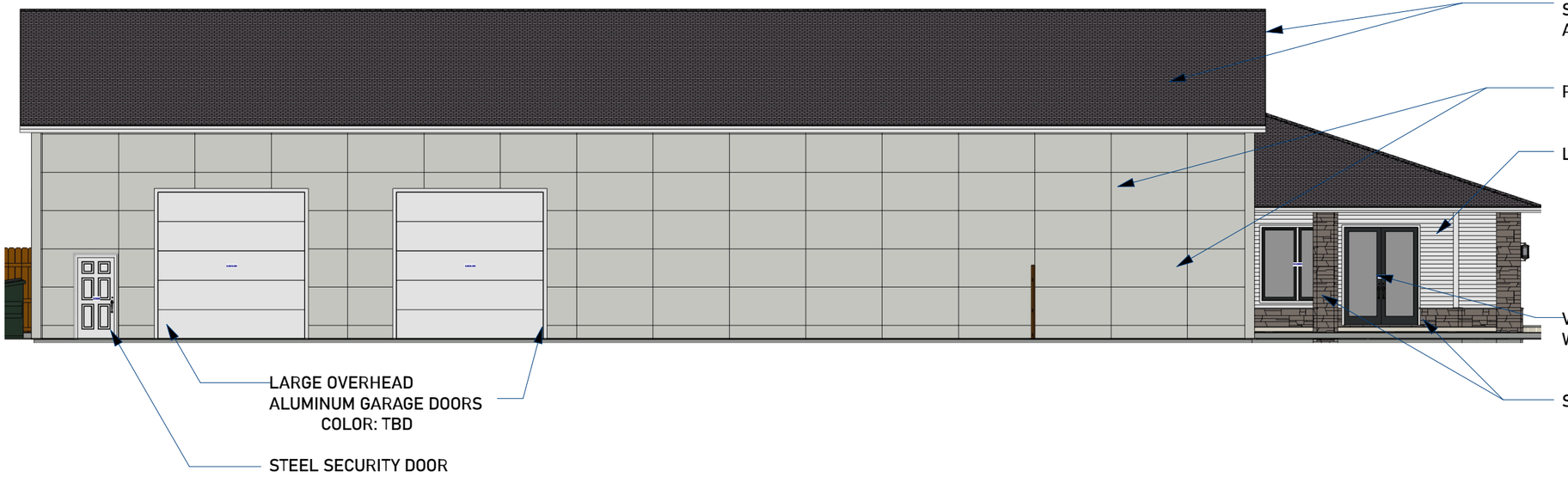
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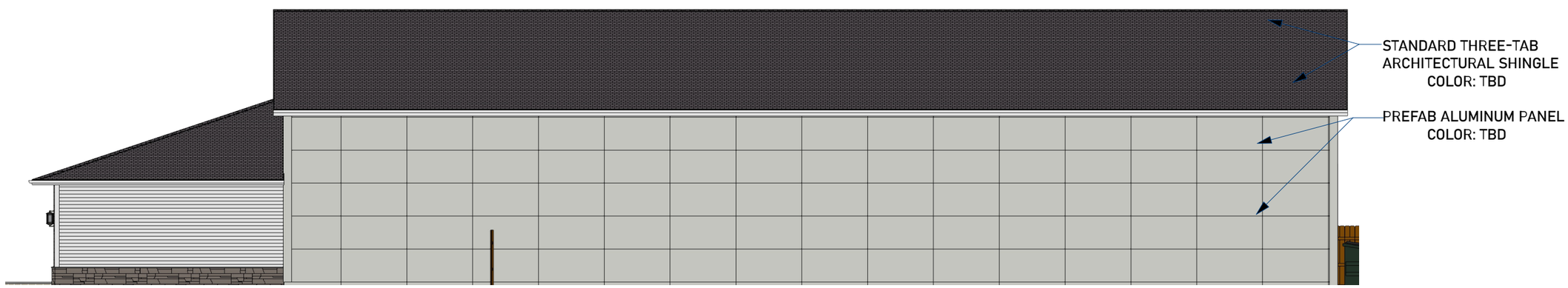
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PROPOSED
ELEVATIONS
SCALE 3/32" = 1'-0"

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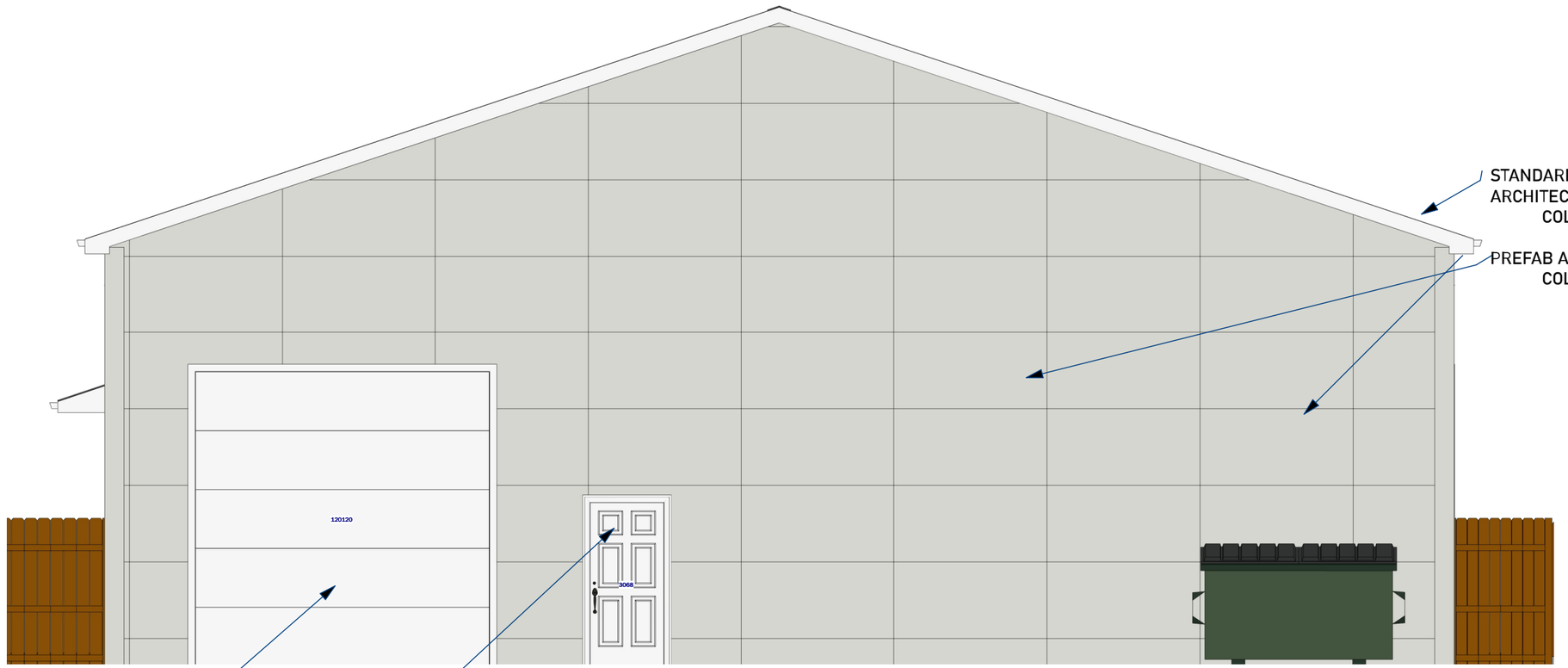
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PROPOSED
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SCALE: 3/16"=1'-0"

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SHEET:
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RJ CONCRETE
PLAT OF CONSOLIDATION

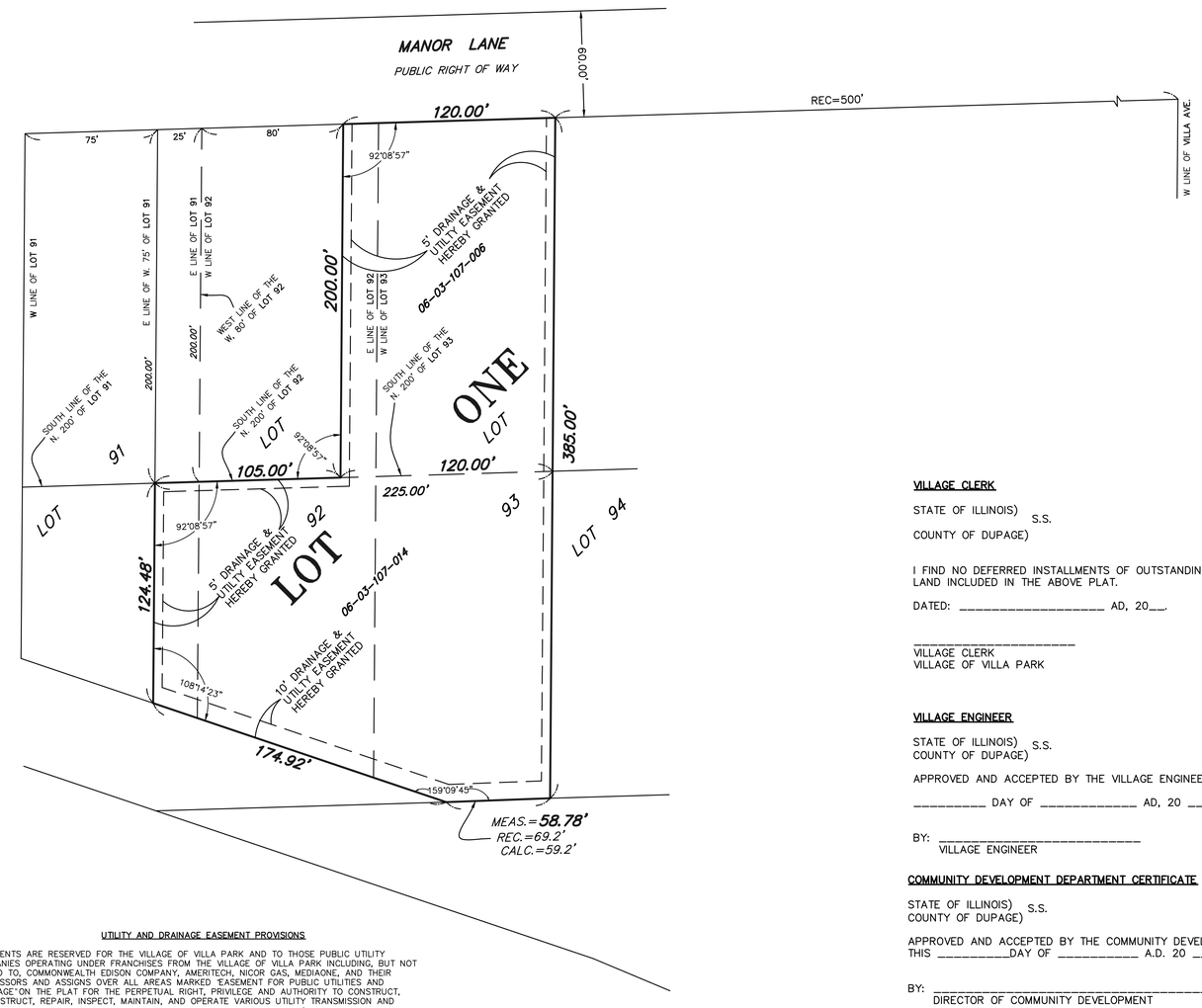
IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-03-107-006
06-03-107-014

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.



UTILITY AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR THE VILLAGE OF VILLA PARK AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISES FROM THE VILLAGE OF VILLA PARK INCLUDING, BUT NOT LIMITED TO, COMMONWEALTH EDISON COMPANY, AMERITECH, NICOR GAS, MEDIAONE, AND THEIR SUCCESSORS AND ASSIGNS OVER ALL AREAS MARKED 'EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE'ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, AND INCLUDING OVERLAND DRAINAGE STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE AND/OR UTILITY COMPANIES , OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN AND TRIM OR REMOVE ANY FENCES, TEMPORARY STRUCTURES, TREES, SHRUBS, OR OTHER PLANTS WITHOUT NEED FOR PROVIDING COMPENSATION THEREFORE ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED FOR BOTH SEWER AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE VILLAGE OF VILLA PARK.

EASEMENT ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF VILLA PARK AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND SUBDIVIDED HEREBY, OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES INCLUDING WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE.

EASEMENTS ALSO ARE RESERVED FOR CABLE COMMUNICATIONS COMPANIES ALONG WITH THE PUBLIC UTILITIES ALREADY REFERENCED.

NOTHING SET FORTH ABOVE IS INTENDED TO SUPERSEDE ANY REQUIREMENTS CONTAINED IN ANY FRANCHISE AGREEMENT BETWEEN THE GRANTEES AND THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS. WHERE A CONFLICT EXISTS BETWEEN THE GRANT OF EASEMENT AND ANY SUCH FRANCHISE AGREEMENT, OR WHERE THE PROVISIONS OF ANY SUCH FRANCHISE AGREEMENT ARE MORE RESTRICTIVE THAT THE LANGUAGE OF THIS GRANT OF EASEMENT, THE LANGUAGE OF SAID FRANCHISE AGREEMENT SHALL BE CONTROLLING UPON EACH OF THE GRANTEES.

EASEMENT PROVISIONS

An easement for serving the subdivision and other property with electric and communication service is hereby reserved for and granted to

Commonwealth Edison Company
and
SBC Illinois a.k.a. Illinois Bell Telephone Company, Grantees,

their respective licensees, successors and assigns jointly and severally, to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles guys, anchors, wires, cables, conduits, manholes, transformers, pedestals, equipment cabinets or other facilities used in connection with overhead and underground transmission and distribution of electricity, communications, sounds and signals in, over, under, across, along and upon the surface of the property shown within the dashed or dotted lines (or similar designation) on the plat and marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E" (or similar designation), the property designated in the Declaration of Condominium and/or on this plat as "Common Elements", and the property designated on the plat as "common area or areas", and the property designated on the plat for streets and alleys, whether public or private, together with the rights to install required service connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees, bushes, roots and saplings and to clear obstructions from the surface and subsurface as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over Grantees' facilities or in, upon or over the property within the dashed or dotted lines (or similar designation) marked "Easement", "Utility Easement", "Public Utility Easement", "P.U.E" (or similar designation) without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in the "Condominium Property Act", Chapter 765 ILCS 605/2(c), as amended from time to time.

The term "common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole or as an appurtenance to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by terms such as "outlots", "common elements", "open space", "open area", "common ground", "parking", and "common area". The term "common area or areas", and "Common Elements" include real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building, Service Business District or structures such as a pool , retention pond or mechanical equipment.

Relocation of facilities will be done by Grantees at cost of the Grantor/Lot Owner, upon written request.

VILLAGE CLERK

STATE OF ILLINOIS) S.S.
COUNTY OF DUPAGE)

I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUE AGAINST ANY OF THE LAND INCLUDED IN THE ABOVE PLAT.

DATED: _____ AD, 20__.

_____
VILLAGE CLERK
VILLAGE OF VILLA PARK

VILLAGE ENGINEER

STATE OF ILLINOIS) S.S.
COUNTY OF DUPAGE)

APPROVED AND ACCEPTED BY THE VILLAGE ENGINEER OF THE VILLAGE OF VILLA PARK, ILLINOIS. THIS

_____ DAY OF _____ AD, 20 __.

BY: _____
VILLAGE ENGINEER

COMMUNITY DEVELOPMENT DEPARTMENT CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF DUPAGE)

APPROVED AND ACCEPTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT OF VILLA PARK, ILLINOIS, THIS _____DAY OF _____ A.D. 20 __.

BY: _____
DIRECTOR OF COMMUNITY DEVELOPMENT

DUPAGE COUNTY CLERK

STATE OF ILLINOIS) S.S.
COUNTY OF DuPAGE)

I, _____, COUNTY CLERK OF DuPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY NAME AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS, THIS _____ DAY OF

_____, A.D. 20__.

_____
DuPAGE COUNTY CLERK

DUPAGE COUNTY RECORDER

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

THIS INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE

RECORDER'S OFFICE OF DuPAGE COUNTY, ILLINOIS, AFORESAID, ON THE _____ DAY

OF _____, A.D. 20_____ AT _____ O'CLOCK _____.M.

_____
DuPAGE COUNTY RECORDER OF DEEDS

VILLAGE CERTIFICATE

STATE OF ILLINOIS) S.S.
COUNTY OF DUPAGE)

APPROVED BY THE VILLAGE PRESIDENT AND THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D. 20___,IN ACCORDANCE WITH ORDINANCE NUMBER_____.

BY: _____ ATTEST: _____.
VILLAGE PRESIDENT VILLAGE CLERK

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER(S) OF THE LAND DESCRIBED IN THE ATTACHED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN BY THE PLAT FOR USES AND PURPOSES AS INDICATED THEREIN, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT _____,ILLINOIS, THIS _____ DAY OF _____, A.D. 20___.

_____ _____
OWNER OWNER

SCHOOL DISTRICT STATEMENT

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

PURSUANT TO SECTION 1.005 OF THE PLAT ACT, 765 ILCS 205, THIS DOCUMENT SHALL SERVE AS THE SCHOOL DISTRICT STATEMENT TO THE BEST OF THE OWNER'S KNOWLEDGE, THE TRACT OF LAND DESCRIBED IN THE ATTACHED PLAT LIES IN THE FOLLOWING SCHOOL DISTRICT(S):

GRADE SCHOOL DISTRICT 45 ADDRESS: 255 W. VERMONT ST., VILLA PARK, IL 60181
HIGH SCHOOL DISTRICT 88 ADDRESS: 2 FRIENDSHIP PLAZA, ADDISON, IL 60101
JUNIOR COLLEGE DISTRICT 502 ADDRESS: 425 FAWELL BLVD., GLEN ELLYN, IL 60137

_____ _____
OWNER (OWNER)

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) S.S.

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY DO HEREBY CERTIFY THAT _____ IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATES AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AT HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

_____ _____
NOTARY PUBLIC COMMISSION EXPIRES

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DuPAGE) S.S.

THIS IS TO CERTIFY THAT I, JOSEPH F. GENTILE, ILLINOIS PROFESSIONAL LAND SURVEYOR, NUMBER 2925, HAVE SURVEYED AND PLATETD FOR THE PURPOSE OF CONSOLIDATION THE FOLLOWING DESCRIBED PROPERTY :

LOTS 93 AND **LOT 92** (EXCEPT THE WEST 80 FEET OF THE NORTH 200 FEET) AND **LOT 91** (EXCEPT THE WEST 75 FEET AND EXCEPT THE NORTH 200 FEET) IN **SUBURB HIL** L, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 8 OF PLATS, PAGE 27, AS DOCUMENT 116425, IN DUPAGE COUNTY, ILLINOIS.

PROPERTY COMMONLY KNOWN AS: 17 W 479 MANOR LANE, VILLA PARK, ILLINOIS

CONTAINING: 60,603.27 SQ. FT., 1.39 AC. (MORE OR LESS)

ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
I ALSO CERTIFY THAT THE LAND IS WITHIN THE VILLAGE OF VILLA PARK OR WITHIN ONE AND A HALF MILES OF THE CORPORATE LIMITS OF THE VILLAGE OF VILLA PARK WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.
I FURTHER CERTIFY THAT THE PARCEL(S) INCLUDED IN THIS RECORD OF DEED ARE NOT LOCATED IN THE SPECIAL HAZARD AREA IDENTIFIED FOR THE SUBJECT PROPERTY, IN DUPAGE COUNTY, ILLINOIS, BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 17043C0088J DATED 08/01/2019, AND ARE IN ZONE "X", AREAS OF MINIMAL FLOOD HAZARD.

GIVEN UNDER MY HAND AND SEAL THIS 17TH DAY OF FEBRUARY, A.D. 2021.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2925
MY LICENSE EXPIRES NOVEMBER 30, 2022

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

PREPARED FOR: **VILLAGE OF VILLA PARK**

DRAWN BY: MMG/VAF
ORDER NO.: **18-20949 20 C-REV 1**

ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.002870

RETURN TO:

VILLAGE OF VILLA PARK
DEPARTMENT OF COMMUNITY DEVELOPMENT
325 E. NORTH AVE.
VILLA PARK, ILLINOIS 601181

NO.	DATE	DESCRIPTION	BY
1	02/17/2021	REVISED PER VILLAGE COMMENTS EMAIL DATED 02/16/2021	MMG

On the Rt. 83 Corrior Plan you will find dicsuiion about the subject area the following pages: Pages 3, 27, A 25, A28, A32, A34, A36

ASSESSMENT OF EXISTING LAND USES, ZONING CATEGORIES AND PLANNING PROJECTS IN THE AREA INCLUDING AND SURROUNDING 17W479 MANOR AVE., VILLA PARK, IL 60181 (SUBJECT PROPERTY)

Attached please find documents that support the annexation and rezoning of the SUBJECT PROPERTY to an Industrial Zoning District of M-1 Light Industrial District in the Village of Villa Park.

1. Current zoning map of the Village of Villa Park (Exhibit 1) showing the rear (south) portion of the SUBJECT PROPERTY and the adjacent properties to the east and west annexed into the Village of Villa Park and zoned in the M-1 Light Industrial Zoning District.

    - In addtion, the Village of Villa Park zoning map indicates that over 90% of the properties sourounding the approximalty 22 acres of unincporated area in the Hill Street and Manor Lane areas west of Villa Ave. are zoned in the M-1 Light Industrial Zoning District.
    - The remiander of those properties in the Village of Villa Park are zoned in the MZ-1-Mixed-Use TOD district or PUD District.

2. 2020 CMAP Rt. 83 Corridor Land Use Plan (Exhibit #2). This plan was developed, adopted and approved in partnership with the communties of Villa Park, Addison, Bensenville, Wooddale, Elmhurst, and DuPage County as part of a Local Technical Assitance Planning grant with the consulting firm of Teska and Assc. Inc.

    - Specifically, as it relates to the SUBJECT PROPERTY and the areas along the Hill Street and Manor Lane areas west of Villa Ave, the plan includes Project Sub-Planning Area #8. This Sub Plan #8 identifies proposed planning in this area as Mixed Use and Industrial consistant with the existing zoning and existing land use plan for the Village of Villa Park.

3. Data from DuPage County indicating that over the last 20 years there have been instances where property owners have sought and received zoning relief to redevelop single family residential property to indiustrial zoned properties and uses. These properties, (generally located on the western portion of the neighborood on Hill Street and Manor Lane west of Villa Ave.), have subsequentley been annexed into the Village of Villa Park and are now zoned in the M-1 Light Industrial Zoning District.

EXHBIT #1: VILLAGE OF VILLA PARK ZONING MAP (2020)

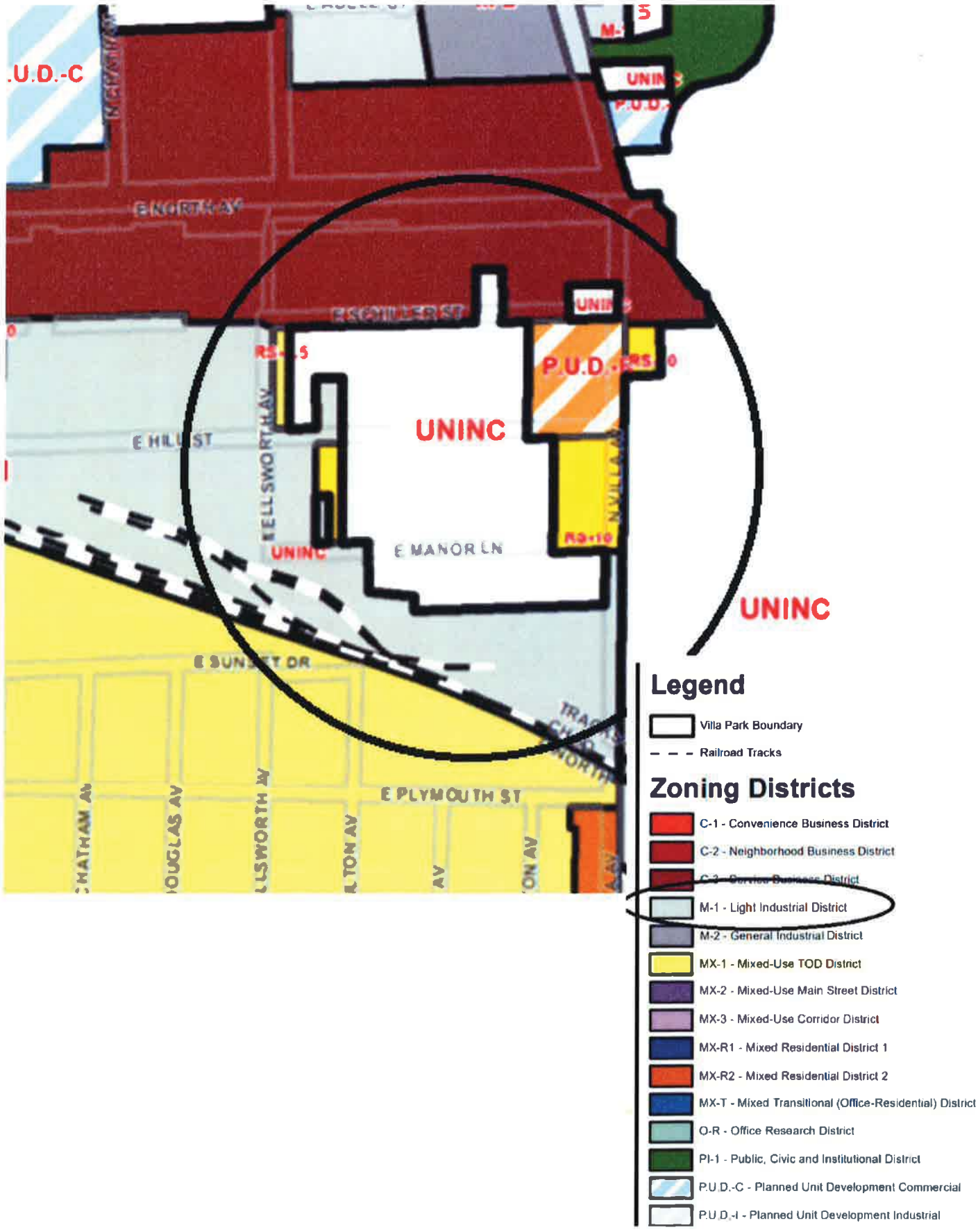
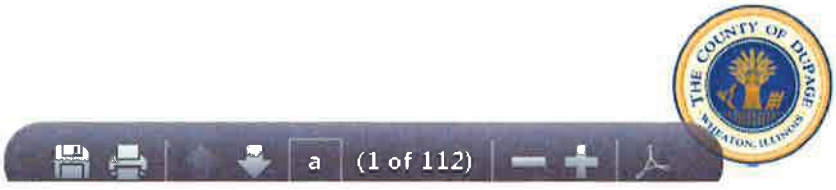


EXHIBIT #2: 2020 CMAP RT. 83 CORRIDOR STUDY:





SUB-PLANNING AREA 8:

The future land use designations for this Sub-planning Area include mixed-use and industrial uses. The majority of properties in this area are presently single-family residential uses. Long-term future land uses have been designated to align with the future land use plans of the surrounding communities, including the City of Elmhurst, Village of Addison and the Village of Villa Park as follows:

Mixed Use: Existing single-family homes west Villa Avenue, south of North Avenue are older and located near industrial uses and the intensive North Avenue corridor. These properties are designated for long-term future use as Commercial Mixed Use, consistent with the Village of Villa Park's Comprehensive Plan which designates the area as Corridor Mixed Use: "...intended for a mixture of multi-family residential, corridor commercial and institutional uses along major transportation, auto-oriented corridors. This classification encompasses the Village's main transportation corridors."

Industrial: Existing single-family homes east of Villa Avenue, south of North Avenue are also older and located adjacent to Salt Creek and north of the quarry. These properties are designated for long-term future use as Industrial, consistent with the Village of Villa Park's Comprehensive Plan which designates the area as Manufacturing: "...intended for industrial, warehousing and distribution operations. This classification encompasses select areas with close proximity to major transportation corridors."

Isolated parcels along Salt Creek are currently used as buffer areas between Salt Creek and adjacent uses to mitigate stormwater management needs and retain public amenities, such as the Salt Creek Greenway Trail. The quarry property, located east of Villa Avenue and north of the Metra tracks, is anticipated to remain an industrial use after its closure within the near future. An industrial land use designation is consistent with the Village of Addison, Village of Villa Park and the City of Elmhurst's land use plans.

See **Figure 3.15** for view the 1997 DuPage County Land Use Plan for Sub-planning Area 8.

See **Figure 3.16** to view the Future Land Use Plan for Sub-planning Area 8.



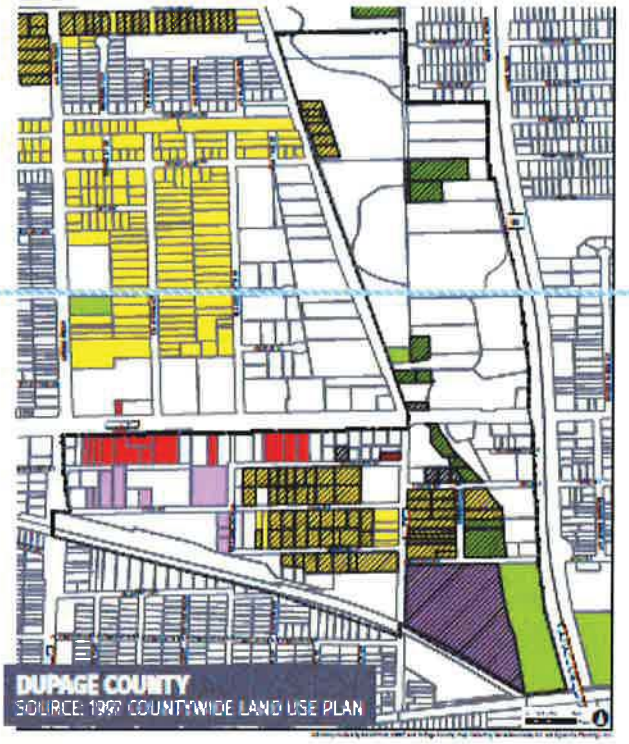


FIGURE 3.05
EXISTING LAND USE PLAN, SUB-PLANNING AREA 8

Study Area Boundary
Unincorporated
SF Detached Residential
SF Attached Residential
Multi-Family Residential
Commercial
Office
General Industrial
Heavy Industrial
Public/Institutional
Open Space
Park/Recreation
Vacant

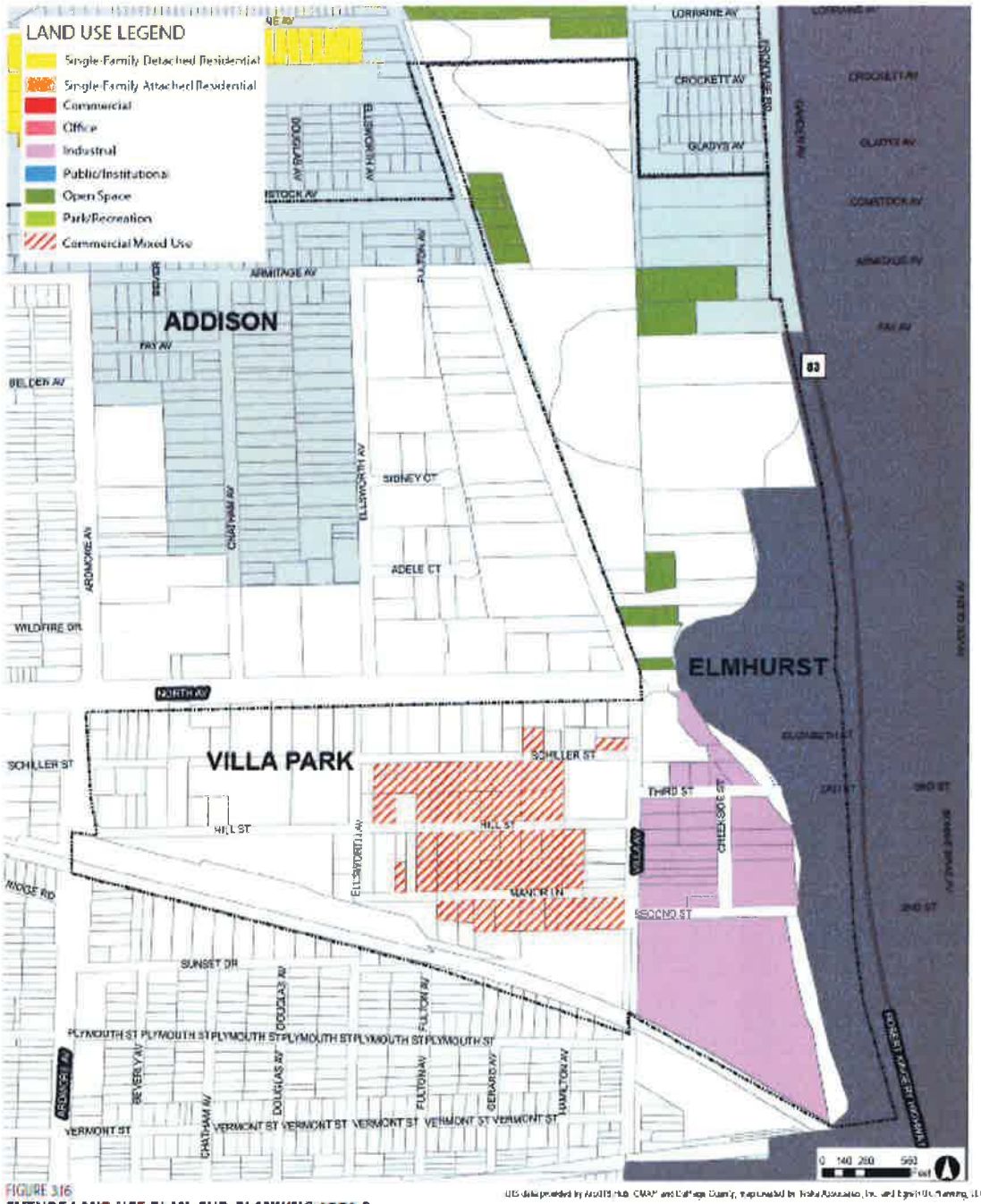


FIGURE 3.6
FUTURE LAND USE PLAN, SUB-PLANNING AREA 8

REDEVELOPMENT OPPORTUNITIES

Redevelopment of properties, especially in transition to a different land use, requires multiple circumstances to align. These include the status of real estate markets, conditions specific to a particular site(s), willingness of owners to sell, consistency with local planning and zoning, and a developer interested in the project. With so many variables to consider, it is easy to see why land use plans such as this take the long view of development. Yet, as seen in Sub-planning Areas 1 and 2, redevelopment is taking place, so examples exist. To consider redevelopment options and show how they might occur, this section of the Plan looks at factors leading to redevelopment and two example redevelopment sites.

Land Use Transition Process

Uses in the unincorporated Study Area range from established single-family residential neighborhoods and undeveloped land (often adjacent to Forest Preserves), to aging commercial uses and newly developed industrial properties. Although this Plan highlights locations where existing residential and commercial development is appropriate and expected to remain, there are unincorporated areas where adjacent industrial uses and traffic on Route 83 and other roads impact residential property values and can make resale difficult. In those cases, this Plan has made suggestions for redevelopment. How this change happens is worth understanding.

Prior to and during the process for preparing this Plan, three residential neighborhoods, two in the study area and one in nearby Elk Grove Village, were assembled and converted for industrial development. These conversions all followed a similar process:

1. A community planning initiative, such as this Plan, recognized that there was an opportunity to create value for the residential property owners and a developer by allowing transition of the land for industrial development.
2. The developer contacted the municipality to understand the potential for annexation and a land use change.
3. The developer contacted the property owners and offered a contract to purchase that will only be executed if all property owners within the area agree to sell.
4. The developer met individually with property owners and negotiated prices for their properties.
5. As owners agreed to sell, they were involved in meetings with neighbors to encourage others to also sell.
6. Residential property owners (or their tenants) remained in their homes as the developer completes the entitlement process.
7. The municipalities agreed to annex and rezone the properties to facilitate industrial development.

The Route 83 Corridor is home to a mix of uses and communities, though most notably, it is home to an intensive commercial character which exists (or seems to coexist) with adjacent neighborhoods. Given the corridor's direct access to O'Hare, demand for industrial/logistics sites have increased dramatically over recent years, which has affected land use decisions by property owners and communities. The strength of the industrial market and land use transitions have even more firmly established the character of Route 83 as a major carrier of cars and trucks.



This transition process capitalizes on the relatively weaker housing market and the strength of the Study Area industrial/logistics market. Several property owners are aging and have interest in moving to properties that better cater to a retirement lifestyle. Prices for these properties are depressed because of the changing character of the area—since the homes were built, traffic has increased, and conflicting adjacent development has occurred. Many of the lots are quite large, often approaching one half-acre (0.5 acre). Therefore, assembling just nine or ten lots can create a suitably sized industrial site. These unusual conditions create a unique opportunity for the property owners to obtain higher prices for their homes than they would obtain in the regular, individual home sale process.

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Admin Asst
Submitting Department: Village Board
Item Type: Ordinances
Agenda Section: Ordinances

Subject:
An Ordinance of the Village of Villa Park, DuPage County, Illinois, Establishing Temporary Executive Powers Pursuant to Chapter 8, Article III, Sections 8-301 - 308 of the Villa Park Municipal Code, 65 ILCS 5/11-1-6 of the Illinois Municipal Code, and 20 ILCS 3305-11 of the Illinois Emergency Management Act

Suggested Action:
It is the policy of the Village of Villa Park that the Village be prepared to address any emergency. Therefore, in response to the significant outbreak of the Coronavirus (COVID-19) in the United States, pursuant to Chapter 8, Article III Sections 8-301 – 8-308 of the Village of Villa Park Municipal Code, 65 ILCS 5/11-1-6 of the Illinois Municipal Code, and 20 ILCS 3305-11 of the Illinois Emergency Management Agency Act, it is necessary and appropriate to authorize the Village President to exercise extraordinary power and authority, by executive order, during this state of disaster/emergency to ensure that the effects of COVID-19 are mitigated and minimized and that residents and visitors in the Village remain safe and secure.

This ordinance extends the Temporary Executive Powers contained in Ordinance 4223, approved by the Village Board on May 10, 2021, until such time that the Village Board can reconvene in an open meeting.

Attachments:
ORD - Executive Powers - COVID-19.docx

ORDINANCE NO. _____

ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, ESTABLISHING TEMPORARY EXECUTIVE POWERS PURSUANT TO CHAPTER 8, ARTICLE III, SECTIONS 8-301 – 8-308 OF VILLA PARK MUNICIPAL CODE, 65 ILCS 5/11-1-6 AND SECTION 11 OF THE ILLINOIS MUNICIPAL CODE, AND THE ILLINOIS EMERGENCY MANAGEMENT AGENCY ACT, 20 ILCS 3305/11

WHEREAS, in late 2019, a new and significant outbreak of Coronavirus Disease 2019 (COVID-19) emerged in China; and

WHEREAS, COVID-19 is a novel severe acute respiratory illness that can spread among people through respiratory transmissions with symptoms similar to those of influenza; and

WHEREAS, certain populations are at higher risk of experiencing more severe illness as a result of COVID-19, including older adults and people who have serious chronic medical conditions such as heart disease, diabetes, or lung disease; and

WHEREAS, we are continuing our efforts to prepare for any eventuality given that this is a novel illness and given the known health risks it poses for the elderly and those with serious chronic medical conditions; and

WHEREAS, the United States Centers for Disease Control (CDC), the United States Department of Health and Human Services (HHS), and the World Health Organization (WHO) have each determined that SARS-CoV-2 virus causes the COVID-19 respiratory disease, a new strain of coronavirus that had not been previously identified in humans and is easily spread from person to person which can result in serious illness or death; and

WHEREAS, thousands of confirmed cases of COVID-19 have been identified in the State of Illinois; to date, all of the cases in Illinois are in the greater Chicagoland area. On January 31, 2020, the Secretary of HHS declared a public health emergency for the entire United States of America concerning COVID-19. On March 9, 2020, Governor Pritzker issued a disaster proclamation concerning the spread of COVID-19 in Illinois. On March 11, 2020, WHO declared that the spread of COVID-19 is a global pandemic. On March 13, 2020, President Trump declared a national emergency concerning the COVID-19 pandemic. Finally, on March 15, 2020 DuPage County Board Chairman Cronin issued a disaster proclamation concerning the spread of COVID-19 in DuPage County; and

WHEREAS, the Illinois Department of Public Health has now confirmed localized community person-to-person transmission of COVID-19 in Illinois, significantly increasing the risk of exposure and infection to Illinois' general public and creating an extreme public health risk in the Village and throughout the State. As has been experienced in other locales in the United States and around the world, the SARS-CoV-

2 virus has the potential to infect large numbers of people in a short amount of time, placing extreme burdens on the health care system and the economy; and

WHEREAS, despite the best efforts to contain COVID-19, the World Health Organization and the CDC indicate that it is expected to spread; and

WHEREAS, as of May 14, 2021, there were 33,630,191 confirmed cases in the United States and 598,593 deaths; and

WHEREAS, as of May 14, 2021, there were 1,363,507 confirmed cases of COVID-19 in Illinois and 90,610 cases in DuPage County; and

WHEREAS, based on the foregoing, the corporate authorities of the Village of Villa Park recognize the potential of a public health emergency in the Village; and

WHEREAS, it is the policy of the Village of Villa Park that the Village will be prepared to address any emergencies and, therefore, pursuant to Chapter 8, Article III, Sections 8-3-01 – 8-308 of the Village of Villa Park municipal code and pursuant to 5/11-1-6 of the Illinois Municipal Code, it is necessary and appropriate to establish standards for the determination of whether a state of emergency exists authorizing the Village President to exercise extraordinary power and authority, by executive order, during the possible state of emergency, to ensure that the effects of COVID-19 are mitigated and minimized and that residents and visitors in the Village remain safe and secure.

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

SECTION ONE: The corporate authorities hereby establish standards for the determination of whether a state of disaster/emergency exists within the Village of Villa Park:

1. The existence of federal, state, or county directives or advisories on COVID-19 which impact any activities within the Village or specific instances of COVID-19 within the Village require action to ensure the safety of the general public or of Village officials and staff: and

2. The need for immediate, emergency action, which must occur before the next regular meeting of the Village Board of Trustees.

SECTION TWO: The standards enumerated in Section One having been met, the Village President shall provide, under oath, a statement declaring that a local state of disaster/emergency exists. This statement shall be filed with the Village Clerk as soon as practicable.

SECTION THREE: The corporate authorities hereby grant to the Village President, the extraordinary power and authority to exercise, by executive order, during the state of disaster/emergency, the powers of the corporate authorities as may be reasonably necessary to respond to the emergency to ensure that the effects of COVID-19 are mitigated and minimized and that residents and visitors in the Village remain safe and secure.

Emergency Regulations and Orders include:

1. *Emergency Purchasing*. The Village President directs that the Village may enter into contracts for the emergency purchase of goods and services that may be necessary for the preparation for, response to, and recovery from, the COVID-19 pandemic. The Village and the Village Manager are hereby authorized to execute such contracts in accordance with applicable law.

2. *Emergency Staffing*. This Ordinance constitutes a declaration of disaster/civil emergency under the Village's collective bargaining agreements. Accordingly, the Village President directs the Village Manager to implement such emergency staffing protocols and procedures as may be necessary for the preservation of public health and safety, and for the preservation of the health of Village employees. Specifically, and without limitation of the foregoing, the Village Manager is authorized to implement alternative staffing protocols, procedures, and shifts for the Village Fire, Police, and Public Works Departments.

3. *Cooperation with Other Government Agencies*. The Village President directs all Village officials and employees to take all practicable steps to coordinate the Village's resources and emergency operations with the State of Illinois, the County of DuPage, and other local governments in and around the Village, to best utilize resources of all agencies in the area for the preparation for, response to, and recovery from, the COVID-19 pandemic.

SECTION FOUR: The state of disaster/emergency and the Village President's extraordinary power and authority provided in Section Three shall expire not later than the adjournment of the first regular meeting of the corporate authorities after the state of disaster/emergency is declared.

SECTION FIVE: As the state of disaster/emergency has been declared, at the first regular meeting of the corporate authorities, the corporate authorities may ratify the actions taken by the Village President during the state of disaster/emergency, and determine, by resolution, whether the state of emergency should continue and any extension of the Village President's temporary extraordinary powers.

SECTION SIX: SEVERABILITY. The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such as decision shall not affect the validity of the remaining provisions of this Ordinance.

Ordinance No. _____

SECTION SEVEN: REPEAL OF PRIOR ORDINANCES. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of conflict or inconsistency.

SECTION EIGHT: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

APPROVED this ___day of _____, 2021, pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTENTION: ____

_____
Nick Cuzzone, Village President
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
This _____ day of _____, 2021

_____
Hosanna Korynecky, Village Clerk
Village of Villa Park, DuPage County, Illinois

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Consuelo Arguilles
Submitting Department: Community Development
Item Type: Ordinances
Agenda Section: Ordinances

Subject:
Ordinances of the Village of Villa Park, DuPage County, Illinois , Approving a Zoning Map Amendment to Mixed-Use TOD District (MX-1), Granting a Special Use for a Planned Unit Development and a Plat of Vacation

Suggested Action:
The applicant is seeking to construct a high-quality mixed-use development consisting of 348 residential units, a residential amenity space, a ground floor commercial space, and approximately 442 parking spaces. In order to facilitate the proposed project, it will be necessary to acquire a portion of the existing Metra lot, west of North Beverly and north of Terrace Street, owned by the Village, and swap it with parcels the applicant is acquiring on the East side of Beverly to construct a public parking lot. The Plat of Vacation will permit the use of unneeded public right-of-way for the proposed development.

This item satisfies the Long-Term Complex Strategic Plan Goal "Foster the completion of a successful redevelopment in the entire TOD area."

Attachments:
PZ-21-0004 VB Memo Garden Staton (ZMA, SU-PUD, Vacation).pdf
ORD - ROW Vacation Garden Station.docx
ORD - Rezoning Garden Station.docx
ORD - SU-PUD Garden Station.docx
Petition No. PZ-21-0004 05-13-2021.pdf

Village of Villa Park

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

TO: Manager Keehner
FROM: Community Development Department
DATE: May 11, 2021
RE: Petition PZ-21-0004 / 351-415 N. Ardmore Ave. and 350-416 N. Beverly Avenue / Zoning Map Amendment and Special Use for a Planned Unit Development (PUD) / Garden Station / Hawthorne Development Corporation (Petitioner)

VB Meeting: May 24, 2021 **Lot Size:** 2.91 Acres Development Site & .45 Acres Additional Parcels

Zoning Requests:

1) Zoning Map Amendment to Mixed-Use TOD District (MX-1);
2) Special Use for a Planned Unit Development consisting of a new:
    a. Mixed use building with approximately 348 residential units, residential amenity space, a restaurant, and approximately 442 parking spaces, including:
        - An average 5 foot setback from the front build-to-zone;
        - Approximately 85% maximum pervious cover;
        - Garage Entry on the side façade, as well as the rear façade of the building;
        - Storage space for residents and parking space for residents within the 20 foot area;
    b. Public parking lot east of Beverly Avenue; and
3) Vacation of the public right-of-way north of a parallel to West Terrace Street, extending from the west and east right-of-way line of North Beverly Avenue to a point approximately 145 feet west and east of North Beverly Avenue.

PINS: 06-03-122-001, 06-03-122-009, 06-03-122-010, 06-03-122-012, 06-03-122-013, 06-03-122-014, 06-03-122-015, 06-03-122-016, 06-03-300-005, 06-03-301-001, 06-03-122-008, 06-03-123-006, 06-03-123-007

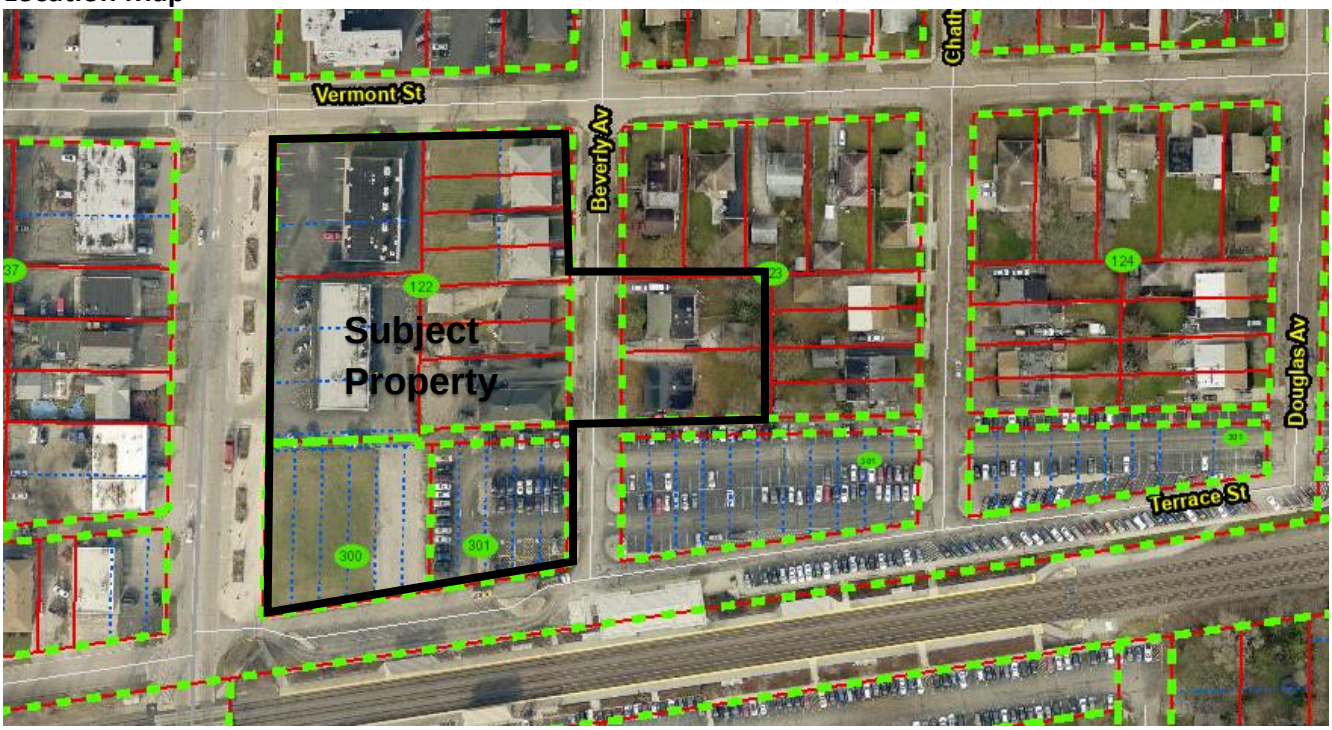
Present Zoning/Land Use: Commercial Planned Unit Development (P.U.D), Mixed-Use TOD District (MX-1), Mixed Residential District (MX-R1), Mixed Use Residential (MX-R2) / Commercial along Ardmore Avenue, Multi-family, Duplexes and public parking along Beverly Avenue

Surrounding Zoning / Land Uses: North: Mixed Use Residential (MX-R2)/Multi-Family Residential
East: Residential Single Dwelling (RS-7.5), Mixed Use Residential (MX-R2), and Mixed Residential District (MX-R1) / Multi-family and Single Family Residential, commuter parking
West: Mixed-Use TOD District (MX-1) /Commercial
South: Mixed-Use TOD District (MX-1), Mixed Residential District (MX-R1) / commuter parking

Comprehensive Plan Designation - Business District Mixed-Use & Multi-Family Residential:
Business District Mixed-Use: This land use category is intended for a mixture of multi-family residential, business district commercial and institutional uses in a relatively compact, pedestrian-oriented activity node. This classification encompasses the Village's business districts.

Multi-Family Residential: This land use category is intended for both duplexes, townhomes, condos and apartment buildings of between one and three stories in height, as well as for taller, larger-scale multi-family structures four stories and higher. This classification encompasses areas adjacent to the Village's business districts.

Location Map



Background
The subject property is located within the North Ardmore/Vermont TIF (TIF #6) and was formerly approved for a similar P.U.D development in 2009 that was not constructed. The approved P.U.D called for a high density development on 1.69 acres on the north end of the subject property and consisted of a building with similar setbacks and interior parking as the current proposal. It also included a landscaped courtyard on the roof. The building was eight (8) stories tall and included 223 dwelling units. The ground floor included a retail spaces measuring about 14,500 square feet.

The applicant for the subject project is a real estate development and investment firm with 28 years of experience in the Chicago area and beyond. Properties owned include more than 4,000 rental apartments and commercial projects. The applicant is under contract and would like to construct a mixed-use development. Applicant is currently working on a redevelopment agreement (RDA) with the Village, which is anticipated to be finalized soon.

Summary:
The applicant is seeking zoning approvals to construct a high quality mixed-use development with ground floor commercial and residential above. The proposed building will be constructed using a steel and concrete podium with fire resistant wood frame construction on floors 3 through 7. Lumber uses embedded carbon, as opposed to steel and concrete which involve significant carbon production during the manufacturing process. The developer is a mission-driven company and prefers wood due to its amiable environmental footprint. Exterior frame and finish materials include split face CMU or concrete panels, ACM panels in tan and shades of gray, and translucent window glazing. The proposed building will be an all- electric building with a zero carbon production. This is significant, since construction contributes 60% of all carbon footprint in the US.

A maximum of 348 residential units, a residential amenity space, a ground floor commercial space intended for a restaurant, and a minimum of 442 parking spaces are proposed. In order to facilitate the proposed project, it will be necessary to acquire a portion of the existing Metra lot, west of Beverly and north of Terrace Street, owned by the Village, and swap it with parcels the applicant is acquiring on the East side of Beverly.

The development will include green features and will have the unique status as the largest multi-family Passive House project in the United States. Passive Houses are designed to meet the Gold rating for National Green Building Standards and achieve Net Zero energy usage. This type of construction delivers a superior quality building with extreme energy efficiencies. The benefits extend to the resident through exceptional indoor air quality, consistent indoor temperatures and lower utility bills.

Internal Staff Review:
Economic Development Director: As a $120 million, mixed-use redevelopment, Garden Station will be a catalyst for additional development within the Transit Oriented Development Overlay District. Garden Station will be adding 348 market rate units to the area while only adding less than 9,000 sf of commercial space. Retail follows rooftops. Demand for retail services will increase significantly as the area's disposable income increases.

Successful, high-density market rate mixed-use projects near commuter rail stations attract similar projects. The small compact blocks north and south of the train station lend themselves to this type of redevelopment. With Garden Station, the TOD overlay district will be positioned to be the next redevelopment hot spot.

Fire Chief: The fire department has reviewed the Garden Station proposal and as long as all applicable fire codes and Village of Villa Park requirements are met, the Fire Department has no issues with it.

Police Chief: No objections to request.

Public Works: Director of Public Works comments include the following:
General - The site is 2.91 acres comprising of multiple parcels, buildings, parking lots, and driveways. The site will be redeveloped into a mixed-use building.

Traffic - A Traffic Impact Study will be required and is underway.

Several initial comments associated with the proposed Metra parking lot extension:

- The number of parking stalls provided shall match or closely match the existing parking lot that will be utilized as a part of the development.
- The 6-foot solid screen should be installed on both north and east property lines adjacent to residential parcels.
- Proposed drive aisles shall comply with minimum width requirement.

Street Improvements
Street and sidewalk improvements associated with removal of the existing cub cut on Ardmore, and re-configuration of curb cuts on Beverly and Terrace will be required. The required on-site parking calculation on Sheet SK1.1 includes 19 parking stalls on Ardmore Avenue. Currently, there are only 9 parallel parking stalls on Ardmore Avenue in front of the development. With the proposed removal of the existing curb cuts, it may be possible to expand parking on Ardmore. Furthermore, overnight parking in the public right-of-way is not allowed, and, therefore, parking on Ardmore cannot be included in the parking requirements calculation for residential units.

Water & Sanitary Sewer
Water is available on Ardmore, Beverly, and Vermont. Sanitary sewer mains are available on Ardmore, Beverly, and Terrace. Sanitary sewer capacity analysis to serve the proposed development may be required.

Storm Sewer - Storm sewer improvements may be required and will be analyzed with full engineering submittal.

Drainage Improvements
Stormwater detention and Post Construction Best Management Practices (PCBMP) will be required for this development. Several iterations of a preliminary stormwater report were previously submitted and reviewed. Approximately 1.96 acre-feet of stormwater storage are available in the Terrace-Douglas regional stormwater detention facility that will be utilized with a fee in lieu of providing stormwater detention and PCBMPs with the development. A final stormwater report will be reviewed as a part of the full engineering submittal.

Soil Conditions - Kane-DuPage Soil Conservation District opinion of land use may be required.

Rezoning Criteria
The decision to amend the zoning map is a matter of legislative discretion that is not controlled by any single standard. In making recommendations and decisions about zoning map amendments, the planning and zoning commission and village board must consider at least the following factors:

1. **The existing use and zoning of nearby property;**
2. **The extent to which the particular zoning restrictions affect property values;**
3. **The extent to which any diminution in property value is offset by an increase in the public health, safety and welfare;**
4. **The suitability of the subject property for the zoned purposes;**

5. **The length of time that the subject property has been vacant as zoned, considering the context of land development in the vicinity;**
6. **The value to the community of the proposed use; and**
7. **The comprehensive plan.**

The proposed Transit Oriented Development project will benefit the surrounding area, and the changes in zoning are necessary to allow the project. The Development Site is currently zoned into four different districts. Creating uniformity among the parcels, and creating a Planned Unit Development will ensure uniform and predictable development of the Development Site. The property is well suited for a Transit Oriented Development, due to its proximity to the Metra station and arterial streets. The project will be developed in an environmentally-sustainable way, and will create new housing options for the surrounding community.

The Additional Parcels will be redeveloped as a surface parking lot as a part of the project. The Additional Parcels are currently zoned differently than the Development Site. Creating uniformity among the parcels, and creating a Planned Unit Development will ensure uniform and predictable development of the Development Site. The property is well suited for a Transit Oriented Development, due to its proximity to the Metra station and arterial streets. The project will be developed in an environmentally-sustainable way, and will create new housing options for the surrounding community.

Special Use Criteria

1. **The proposed use or activity is expressly authorized as a special use;**
   A Planned Unit Development is expressly allowed as a Special Use pursuant to Illinois Municipal Code, 65 ILCS 5/11-13-1.1.
2. **The proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;**
   The development of a sustainable, Transit-Oriented, mixed-use development will greatly benefit the general welfare of the community by providing increase housing options, and reducing vehicle use.
3. **The proposed use will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity;**
   This development will benefit the surrounding properties by activating the block.
4. **That approval of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;**
   This development is designed in a way to minimize impacts on surrounding property including traffic impacts.
5. **The proposed special use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure and community services; and**
   This development is designed in a way to maximize the usefulness of current infrastructure.
6. **The proposed special use complies with all applicable regulations of the zoning ordinance except as expressly approved in accordance with the procedures of this zoning ordinance;**
   This development is designed in a way to comply with all applicable regulations of the zoning code except as described in the attached application materials.

The proposed development meets the standards for a planned unit development (PUD) as a special use. A PUD is unique and differs substantially from conventional subdivisions and therefore are designated as "special uses". Planned unit developments are a complex type of special use, potentially consisting of various land uses and design elements, requiring the establishment of more specific procedures, standards and exceptions from the strict application of the zoning district regulations to guide the recommendations of the planning and zoning commission and the action of the village board. The purpose, therefore, is to provide for an alternative zoning procedure under which land can be developed or redeveloped with innovation, increased amenities and creative environmental and architectural design than would be impossible to achieve under the otherwise standard zoning district regulations while being in general compliance with the planning objectives and intent of the zoning ordinance.

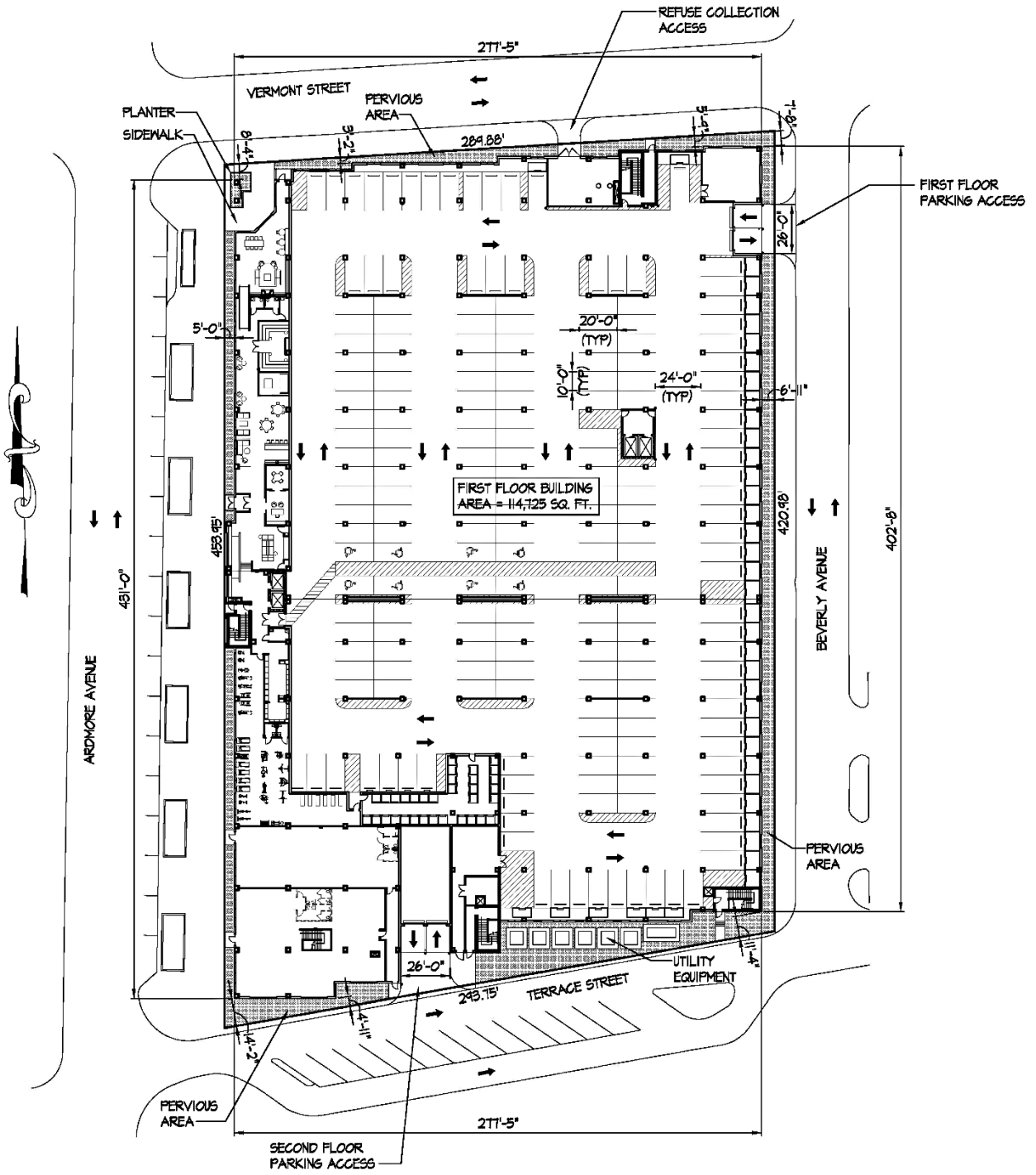
Recommended Action:
Village staff has reviewed and is supportive of the requests. The proposed development will be an attractive and high-quality development. The subject property is located in a prime location in the Village across from the Metra station. The zoning designation will be MX-1 Mixed-Use TOD for the entire project area, which is best due to its proximity next to the train station. This zoning designation is intended to accommodate mixed-use buildings in the train station area. The building form will establish a continuous street wall along the sidewalk of the primary streets, and focuses resident amenities and restaurant use on the ground with residential above. Parking is intended to be internal to the building or located in the rear, screened from the primary street. As proposed, the development would add density and create vibrancy with new residents, commuter and community activity. The Project is consistent with the goals and objectives of the North Ardmore/Vermont TIF District and Comprehensive Plan, which call for a compact, mixed use pedestrian-oriented activity node.

P&Z Recommendation:
On the May 13, 2021 public hearing, after discussing the proposed development and comments including traffic, parking, storm water, and building elevations, the Planning & Zoning Commission recommended approval of the requests subject to the conditions of approval as recommended by staff and an addition of another regarding building elevations. The architect is to work with staff and submit updated building elevations to include horizontal and vertical relief. Minutes from the Planning & Zoning Commission meeting are attached.

Revised site plan and building elevations dated 5/18/2021:

- removed non-functional exterior doors, two on Ardmore, one on Vermont;
- removed door insets;
- reduced glazing percentage;
- revised first floor corner layout; and
- revised first and second floor exterior elevations to provide more articulation

Changes requiring relief from floor-to-floor height requirements and build-to-zone setbacks were not made. Updated drawings shown below:



SITE PLAN

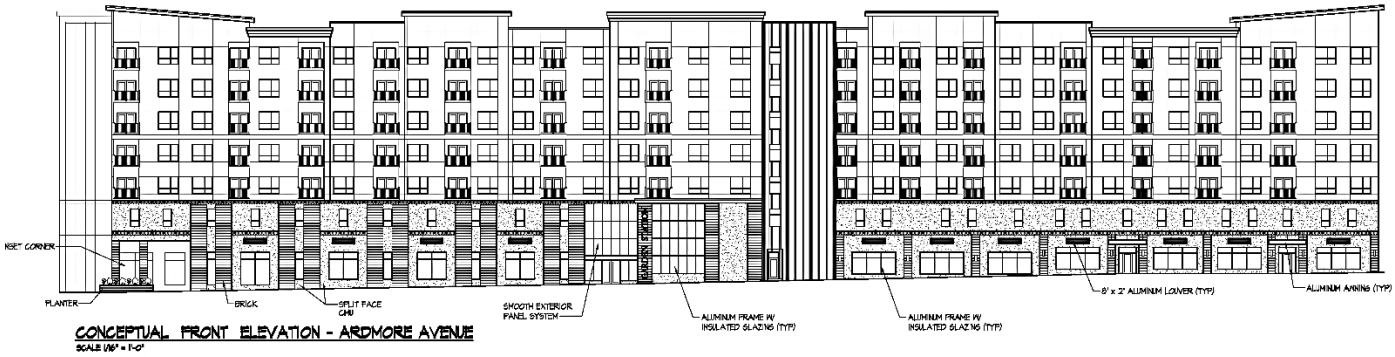
SCALE 1" = 40'-0"

NOTES
1. SITE AREA = 2.91 ACRES / 126,760 SQ. FT.
2. TOTAL GROUND FLOOR PERVIOUS AREA = 8,304 SQ. FT.
3. ADDITIONAL REQUIRED PERVIOUS AREA PROVIDED ON THIRD FLOOR DECK

PARKING REQUIREMENTS - REVISED

REQUIRED:
- RETAIL: 4 SPACES PER 1,000 SQ. FT. = 4 x (2,814/1,000) = 12 SPACES
- RESTAURANT: 0.33 SPACES PER SEAT = 0.33 x 45 = 15 SPACES
- RESIDENTIAL: 1 SPACE PER BEDROOM = 1 x 413 = 413 SPACES
- TOTAL REQUIRED = 440 SPACES

ACTUAL:
- INTERIOR PARKING GARAGE (FIRST FLOOR): 202 SPACES
- INTERIOR PARKING GARAGE (SECOND FLOOR): 219 SPACES
- ON-STREET PARKING (ARDMORE AVENUE): 19 SPACES (PER SECTION 7.4.1 OF VILLA PARK ZONING ORDINANCE)
  - ON-STREET PARKING LIMITED TO RETAIL AND RESTAURANT PARKING
- TOTAL ACTUAL: 440 SPACES





Requested Action

If the Village Board finds in support of the applicant's request, they should approve the attached ordinances:

To approve PZ-21-0004 for the following requests:

1) Zoning Map to change zoning from Planned Unit Development - Commercial (P.U.D. – C), Mixed-Use TOD District (MX-1), Mixed Residential District 1 (MX-R1), and Mixed Use Residential District 2 (MX-R2), to Mixed-Use TOD District (MX-1) for the block bounded by East Vermont Street, North Beverly Avenue, West Terrace Street and North Ardmore Avenue;
2) Special Use for a Planned Unit Development consisting of a new:
    a. Mixed use building with approximately 348 residential units, residential amenity space, a restaurant, and approximately 442 parking spaces, and consisting of the following code exceptions to the MX-1 building type regulations found in Section. 4.4 of Article 4: MX Districts:
        - An average 5 foot setback from the front build-to-zone;
        - Approximately 85% maximum pervious cover;
        - Garage Entry on the side façade, as well as the rear façade of the building;
        - Storage space for residents and parking space for residents within the 20 foot area;
    b. Public parking lot east of Beverly Avenue; and

3) Vacation of the east-west public right-of-way north of a parallel to West Terrace Street, extending from the west right-of-way line of North Beverly Avenue to a point approximately 145 feet west of North Beverly Avenue.

With the following conditions:

1. Construction of the parking lot on the east of Beverly Avenue in general conformance with the plan prepared by Jones & Jones Associates with a revision date dated May 18, 2021, shown on drawing SK1.2. Shall acquire, demolish structures, and construct parking lot improvements, including concrete surface, lighting and landscaping prior to conveying to the Village.
2. The development shall be in substantial compliance with the site plan prepared by Jones & Jones Associates with a revision date of May 18, 2021.
3. Floor and building elevation plans in substantial compliance with the plans prepared by Jones & Jones Associates with a revision date of May 18, 2021, including articulation of exterior building facades, including at ground level, treatment of corners, and activation at Ardmore and Vermont.
4. Compliance with all applicable Village Codes and regulations.
5. Obtaining all necessary permits/certifications for development, including a building permit, right-of-way permit, and a storm water certification.

For the property located at 351-415 N. Ardmore Ave. and 350-416 N. Beverly Avenue, PINS: 06-03-122-001, 06-03-122-009, 06-03-122-010, 06-03-122-012, 06-03-122-013, 06-03-122-014, 06-03-122-015, 06-03-122-016, 06-03-300-005, 06-03-301-001, 06-03-122-008, 06-03-123-006, 06-03-123-007

With a finding of fact that such special uses meet the standards enumerated in Article 11.2 and 11.4. of Appendix C of the Municipal Code Village of Villa Park Basic Zoning Ordinance.

	AYES	**NAYS**
Planning and Zoning Recommendation Required: Majority of quorum	7	0
Village Board Final Decision Required: Two-thirds of all member of the Village Board		

ORDINANCE NO._____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, APPROVING A PLAT OF VACATION OF A PORTION OF AN ALLEY BETWEEN ARDMORE AVENUE AND BEVERLY AVENUE

WHEREAS, pursuant to 65 ILCS 5/11-91-1 *et seq.,* whenever the corporate authorities of any municipality determine that the public interest will be subserved by vacating any street or alley, or part thereof, within their jurisdiction in any incorporated area, they may vacate that street or alley, or part thereof, by an ordinance; and

WHEREAS, the President and Board of Trustees of the Village of Villa Park have determined that a portion of the alley between Ardmore Avenue and Beverly Avenue (the "Alley") as legally described in Exhibit 1 is no longer of use to the public; and

WHEREAS, vacation of the Alley will eliminate the public cost and expense associated with maintenance of the Alley; and

WHEREAS, the President and Board of Trustees of the Village find and hereby declare that the herein described portion of the Alley will not serve any public purpose or be of any public benefit as presently located; provided that such vacation of the Alley shall be subject to the retention by the Village of public utility easements over the entire portion of the Alley vacated is in the best interests of the Village and its residents;

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

SECTION ONE: The plat of vacation attached hereto as Exhibit 1 is hereby approved.

SECTION TWO: the Village Clerk shall be and is hereby authorized and directed to record said plat with the Recorder of Deeds of DuPage County, Illinois.

SECTION THREE: Pursuant to 65 ILCS 5/11-91-1, the vacated Alley is described as follows:

THAT PART OF A PUBLIC ALLEY DEDICATED IN TOWNLEY'S VILLA PARK HIGHLANDS, BEING A SUBDIVISION IN THE SOUTHWEST ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE II, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1925 AS DOCUMENT 196958, LYING NORTHERLY OF LOTS 6 THROUGH II OF SAID SUBDIVISION AND EASTERLY OF THAT PART OF SAID ALLEY VACATED BY DOCUMENT R2010-013473 RECORDED JANUARY 28, 2010, IN DUPAGE COUNTY, ILLINOIS.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage, approval by at least five of the trustees and publication in the manner provided by law.

PASSED THIS _____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS _____ day of _____, 2021.

_____
ATTEST: VILLAGE PRESIDENT

_____
VILLAGE CLERK

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, REZONING THE PROPERTY LOCATED AT 351-415 N ARDMORE AVE., 350-416 N BEVERLY AVE., AND 403-409 N. BEVERLY AVE.

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

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.) the President and Board of Trustees of the Village (the "*Corporate Authorities*") may provide for zoning to regulate the development and use of real estate within its borders and pursuant to Section 11-13-1.1 of the Illinois Municipal Code allow the classification of special uses within a zoning district; and,

WHEREAS, the owner of the property located at 351-415 N Ardmore Avenue and 350-416 N Beverly Avenue, Villa Park, Illinois, (the "*Subject Property*") legally described in Section 2, is seeking a rezoning of the Subject Property from Planned Unit Development-Commercial (P.U.D.–C), Mixed-Use TOD District (MX-1), Mixed Residential District 1 (MX-R1), and Mixed Use Residential District 2 (MX-R2), to Mixed-Use TOD District (MX-1) for the block bounded by East Vermont Street, North Beverly Avenue, West Terrace Street and North Ardmore Avenue, and the property known as 403-409 N. Beverly Avenue; and

WHEREAS, notice of a public hearing on said application was published on April 28, 2021, in a newspaper having general circulation within the Village, and pursuant to said notice, the Planning and Zoning Commission of the Village conducted a public

hearing on May 13, 2021, in accordance with the State statutes and the ordinances of the Village; and,

WHEREAS, the Planning and Zoning Commission reviewed the standards set forth in Section 11.2.9 of the Villa Park Zoning Ordinance and made the recommendation that the rezoning of the Subject Property be granted; and,

WHEREAS, the President and Board of Trustees (the "Corporate Authorities") of the Village of Villa Park have received and considered the recommendation of the Planning and Zoning Commission.

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

Section 1: That this Ordinance shall apply to the Subject Property legally described as follows:

LOTS 89 THRU 97 (BOTH INCLUSIVE), IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 13 TOWNSHIP 39 NORTH, RANGE II, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT 172335, AND LOTS I THROUGH 6 (BOTH INCLUSIVE}, IN TOWNLEY'S VILLA PARK HIGHLANDS, BEING A SUBDIVISION IN THE SOUTHWEST 1 /4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE II, EAST OF THE THIRD PR I NCI PAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1925 AS DOCUMENT 196958, AND THAT PART OF A VACATED PUBLIC ALLEY, (PREVIOUSLY DEDICATED IN TOWNLEY'S VILLA PARK HIGHLANDS SUBDIVISION) LYING WESTERLY OF THE SOUTHERLY EXTENSION OF LOT 94 IN SAID GEORGE M. COLLINS VILLA PARK IN DUPAGE COUNTY, ILLINOIS.

LOTS 7 THROUGH II (BOTH INCLUSIVE), IN TOWNLEY'S VILLA PARK HIGHLANDS, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE II, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1925 AS DOCUMENT 196958 AND THAT PART OF A PUBLIC ALLEY DEDICATED IN SAID SUBDIVISION LYING NORTHERLY OF THE SAID LOTS AND EASTERLY OF THE SOUTHERLY EXTENSION OF LOT 94 IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION

3 TOWNSHIP 39 NORTH, RANGE II, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT 172335, IN DUPAGE COUNTY ILLINOIS.

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

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

The property is commonly known as 351-415 N Ardmore Avenue, 350-416 N Beverly Avenue, 403-409 N. Beverly Avenue, Villa Park, Illinois.

PIN No.: 06-03-122-001/008/009/010/012/013/014/015/016, 06-03-300-005, 06-03-301-001, 06-03-123-006/007

Section 2: That the territory described in Section 1 above is hereby rezoned from Planned Unit Development-Commercial (P.U.D.–C), Mixed-Use TOD District (MX-1), Mixed Residential District 1 (MX-R1), and Mixed Use Residential District 2 (MX-R2), to Mixed-Use TOD District (MX-1).

Section 3: That the Village Clerk is hereby directed within 90 days from the effective date of this Ordinance to record or cause to be recorded with the Office of the DuPage County Recorder and to file with the County Clerk and with the DuPage County Board of Election Commissioners a certified copy of this Ordinance.

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

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

Ordinance No. _____

Passed this _____ day of _____, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2021.

_____
Village President

Attest:

_____
Village Clerk

Published in pamphlet form:

_____, 2021

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT AT 351-415 N ARDMORE AVE., 350-416 N BEVERLY AVE., AND 403-409 N. BEVERLY AVE. (HAWTHORNE DEVELOPMENT CORPORATION, PETITIONER).

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

WHEREAS, Application PZ-21-0004, requesting a special use for Planned Unit Development, with respect to the real estate described in Section 1 and as "Exhibit A" attached hereto and made a part hereof, (hereinafter sometimes referred to as the "Subject Property"), has been filed by Hawthorne Development Corporation, applicant; and

WHEREAS, Notice of Public Hearing on said petition to request the Planned Unit Development was published on April 28, 2021, in a newspaper having general circulation within the VILLAGE, to-wit, the Daily Herald newspaper, all as required by the statutes of the State of Illinois and the ordinances of the VILLAGE; and

WHEREAS, pursuant to said notice, the Planning and Zoning Commission conducted a public hearing on May 13, 2021, on said petition in accordance with the statutes of the State of Illinois and the ordinances of the VILLAGE; and

WHEREAS, the Planning and Zoning Commission of the Village of Villa Park has made the required Findings of Fact and recommended that the special use be granted on May 13, 2021; and

WHEREAS, the President and Board of Trustees of the Village of Villa Park received the recommendation of the Planning & Zoning Commission and has considered same;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS as follows:

Section 1: That the provisions of this Ordinance shall apply only to the land legally described in this Section, the legal description being as follows:

LOTS 89 THRU 97 (BOTH INCLUSIVE), IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 13 TOWNSHIP 39 NORTH, RANGE II, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT 172335, AND LOTS I THROUGH 6 (BOTH INCLUSIVE}, IN TOWNLEY'S VILLA PARK HIGHLANDS, BEING A SUBDIVISION IN THE SOUTHWEST 1 /4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE II, EAST OF THE THIRD PR I NCI PAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1925 AS DOCUMENT 196958, AND THAT PART OF A VACATED PUBLIC ALLEY, (PREVIOUSLY DEDICATED IN TOWNLEY'S VILLA PARK HIGHLANDS SUBDIVISION) LYING WESTERLY OF THE SOUTHERLY EXTENSION OF LOT 94 IN SAID GEORGE M. COLLINS VILLA PARK IN DUPAGE COUNTY, ILLINOIS.

LOTS 7 THROUGH II (BOTH INCLUSIVE), IN TOWNLEY'S VILLA PARK HIGHLANDS, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE II, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1925 AS DOCUMENT 196958 AND THAT PART OF A PUBLIC ALLEY DEDICATED IN SAID SUBDIVISION LYING NORTHERLY OF THE SAID LOTS AND EASTERLY OF THE SOUTHERLY EXTENSION OF LOT 94 IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE II, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT 172335, IN DUPAGE COUNTY I LLINOIS.

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

LOT 158 IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD

PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT 172335, DUPAGE COUNTY, ILLINOIS.

The property is commonly known as 351-415 N Ardmore Avenue, 350-416 N Beverly Avenue, 403-409 N. Beverly Avenue, Villa Park, Illinois.

PIN No.: 06-03-122-001/008/009/010/012/013/014/015/016, 06-03-300-005, 06-03-301-001, 06-03-123-006/007

Section 2: Subject to the conditions set forth in Section 4 hereof, the following zoning relief is granted:

1. Special Use for a Planned Unit Development consisting of a new:
   a. Mixed use building with approximately 348 residential units, residential amenity space, a restaurant, and approximately 442 parking spaces, and consisting of the following code exceptions to the MX-1 building type regulations found in Section. 4.4 of Article 4: MX Districts:
      i. An average 5 foot setback from the front build-to-zone;
      ii. Approximately 85% maximum pervious cover;
      iii. Garage Entry on the side façade, as well as the rear façade of the building;
      iv. Storage space for residents and parking space for residents within the 20 foot area;
   b. Public parking lot east of Beverly Avenue.

Section 3: That as to the special use for Preliminary and Final Planned Unit Development granted herein, the President and the Board of Trustees of the Village of Villa Park make the following findings of fact that such special use:

Section 4: That the special use is hereby granted subject to and conditioned upon the following conditions and restrictions for the purpose of minimizing the impact of this use upon neighboring properties:

1. Construction of the parking lot on the east of Beverly Avenue in general conformance with the plan prepared by Jones & Jones Associates with a revision date dated May 18, 2021, shown on drawing SK1.2. Shall acquire, demolish structures, and construct parking lot improvements, including concrete surface, lighting and landscaping prior to conveying to the Village.

2. The development shall be in substantial compliance with the site plan prepared by Jones & Jones Associates with a revision date of May 18, 2021.
3. Floor and building elevation plans in substantial compliance with the plans prepared by Jones & Jones Associates with a revision date of May 18, 2021, including articulation of exterior building facades, including at ground level, treatment of corners, and activation at Ardmore and Vermont.
4. Compliance with all applicable Village Codes and regulations.
5. Obtaining all necessary permits/certifications for development, including a building permit, right-of-way permit, and a stormwater certification.

Section 5: That the President and Board of Trustees further find that adequate utilities, access road, drainage and/or other necessary facilities have been or are being provided and that adequate measures have been or will be taken providing ingress and egress so as to minimize traffic congestion in the public streets.

Section 6: That ordinances or parts of ordinances in conflict with the provisions hereof, are hereby repealed to the extent of such conflict.

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

Passed this _____ day of _____, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2021.

_____
Village President

Ordinance No. _____

Attest:

_____
Village Clerk

Published in pamphlet form:

_____, 2021

VILLAGE OF VILLA PARK
PLANNING & ZONING COMMISSION

In Re the Matter of:	)	
	)	No. PZ-21-0004
315-415 N. Ardmore Avenue and	)	
350-416 N. Beverly Avenue Zoning	)	
Map Amendment and Special Use for	)	
a Planned Unit Development (PUD)	)	
Garden Station, Hawthorne	)	
Development Corporation,	)	
	)	
Petitioner.	)	
	)	
_____	)	

May 13, 2021
7:30 p.m.

REPORT OF PROCEEDINGS had of the proceedings, before the VILLAGE OF VILLA PARK PLANNING & ZONING COMMISSION, held at the Villa Park Village Hall, 20 South Ardmore Avenue, Villa Park, Illinois, at the above date and time, and reported by Pamela L. Cosentino, Certified Shorthand Reporter, for the State of Illinois.

A P P E A R A N C E S:
BOARD MEMBERS PRESENT:
MR. JASON JARRETT, Chairman
MR. LARRY CALVERT
MR. EDWARD HOFSTRA
MR. JACK LANENGA
MR. MICHAEL ORLOWSKI
MR. DOMINICK ROMANO
MR. JUSTIN SHLENSKY

ALSO PRESENT:
MS. CONSUELO ARGUILLES
Director of Community Development

MR. PATRICK BURKE
Economic Development Director
MR. MICHAEL GUERRA
Public Works Director

MR. PATRICK NOONAN AND MS. DONNA PUGH
Attorneys - Foley & Lardner
DR. GANESAN VISVABHARATHY
Applicant Representative

MR. RICHARD L. JONES
Architect
MR. KEVIN SERAFIN
Civil Engineer, CemCon, Ltd.

MR. BILL GRIEVE
Traffic Planner, Gewalt Hamilton

CHAIRMAN JARRETT: So the first item of business will be public hearing petition PZ-21-0004 for 351-415 North Ardmore Avenue and 350-416 North Beverly Avenue. Zoning Map Amendment and Special Use for Planned Unit Development, Garden Station, Hawthorne Development Corporation, Petitioner.

The way the public hearing will work tonight is we'll start with staff input, then move to a presentation by the petitioner if you have a presentation. Public participation and questions from the public at that time will come after that.

Looks like we have a lot of people here who want to speak, so try to limit yourself to about three minutes. I'm not going to try -- try not to be too hard on that. And not repeat what other people before you said so everybody gets a chance to speak.

MR. BURKE: Just a point of procedure, completion of the minutes.

CHAIRMAN JARRETT: I'm sorry. Yeah. Vote to approve the minutes. So we've got roll call vote on that.

Calvert?

COMMISSIONER CALVERT: Yes.
CHAIRMAN JARRETT: Hofstra?
COMMISSIONER HOFSTRA: Yes.
CHAIRMAN JARRETT: Jackson? Not here.
Lanenga?
COMMISSIONER LANENGA: Yes.
CHAIRMAN JARRETT: Keskic? Not here.
Orlowski?
COMMISSIONER ORLOWSKI: Yes.
CHAIRMAN JARRETT: Romano?
COMMISSIONER ROMANO: Yes.
CHAIRMAN JARRETT: The minutes are approved.
So then we'll move to closing comments by the petitioner -- excuse me -- questions from the Commission, closing comments from petitioner, then we'll close the public hearing perhaps tonight and discuss amongst ourselves.
What I'm going to ask now, to kind of expedite things, if you think you're going to speak tonight at all, whether you're from the public or whether you're with the petitioner, please rise. The court reporter will swear you in. And then state your

name and address for the record. That will speed things up so we don't have to do it every time everybody comes up. So all rise now if you think you're going to speak, and the court reporter will swear you all in at once.

(Witnesses duly sworn.)

MS. TUCKER: Cheryl Tucker, 434 South Cornell.

MR. NOONAN: Michael Noonan, 321 North Clark Street, Chicago, Illinois, Suite 3000.

MR. JONES: Richard Jones, 6120 Peters Creek Road, Roanoke, Virginia.

MR. SERAFIN: Kevin Serafin, 2280 White Oak Circle, Suite 100, Aurora, Illinois 6002.

DR. VISVABHARATHY: Ganesan Visvabharathy, 100 Tower Drive, Burr Ridge, Illinois 60527.

CHAIRMAN JARRETT: Just one point of clarification. When we get to public participation, if anybody at that point has changed their mind and wants to speak, you're still free to do so; we'll just need to swear you in and get your name and address.

Okay. Staff input, whenever Consuelo is ready.

MR. BURKE: Go ahead, Consuelo.

MS. ARGUILLES: Consuelo Arguilles and this is (inaudible) in Villa Park --

THE COURT REPORTER: Can you make this louder?

MS. PUGH: Are you done, Consuelo?

MS. ARGUILLES: Donna Pugh. It's spelled P-u-g-h. I'm a partner with Foley & Lardner at 321 North Clark, 60654.

MR. GRIEVE: Bill Grieve, Gewalt Hamilton Associates, Vernon Hills, Illinois.

CHAIRMAN JARRETT: Whenever Consuelo is ready, we are ready.

MR. BURKE: Go ahead, Consuelo.

MS. ARGUILLES: Welcome, everyone. Tonight is the Planning & Zoning Commission meeting on May 13th of 2021. Tonight we have one item on the agenda. That's Petition PZ-21-004, and that's a request for the development known as Garden Station. The area on the slide shows this area. The property is bounded on all sides by streets. It does include two residential lots -- currently two residential lots on the east side.

The zoning of the property is a number of zoning districts. It does fall in MX-1 (PUD-C), MX-R1, and MX-R2 (inaudible) and the proposed development is requesting --

THE COURT REPORTER: I can't hear her.

MR. BURKE: Consuelo, can you speak up?

MS. ARGUILLES: What was that?

CHAIRMAN JARRETT: Consuelo, can you speak up?

MS. ARGUILLES: I can speak up. Is that better?

CHAIRMAN JARRETT: Yes.

MS. ARGUILLES: So tonight's request is for the petition known as Garden Station known as Case Number PZ-21-004. The area on this slide represents the subject area. The property is bordered on all sides by roads. It does include two lots on each side of Beverly Avenue that is currently zoned residential.

The request is to rezone all the property to the MX-1, which is Mixed-Use TOD District. In addition to the Zoning Map Amendment, Petitioner is asking for Special Use to allow PUD mixed-use building that would consist of 348 residential dwelling units. The building would have amenities on the first floor for

residents, and on the first floor there would also be a restaurant.

There would also be a parking lot, a public parking lot that would take place on the east side of Beverly that would take place of the public parking spaces that would be further development that's currently on the west side of Beverly.

Finally, the petitioner is requesting to vacate parcels of public right-of-away that are currently public right-of-way, however, that's being used as part of the public parking that's there now.

The image on this slide represents the proposed building. This is the view facing southeast. The bottom floor of the building, it would be the nonresidential use meant for residents of the building and the south side of the building, that's where you would have (inaudible).

Village staff has reviewed the petition and believes that the development would be adding density to the area; it would create a vibrancy with new residents coming into the Villa Park area along with commuters and allow for some community activity in that

area because it is next to the Metra train station.

The staff provision does include a review of the comprehensive plan and the TIF district, and the proposed development is consistent with the goals and the objectives of the North Ardmore/Vermont TIF District in the comprehensive plan, which all calls for a compact mixed-use development that's pedestrian-oriented and includes activities on the property.

As a 120 million mixed-use redevelopment of the area, the development known as Garden Station will be a catalyst for additional development in the area, and successful high-density market rate mixed-use projects that are very similar to the proposed development are along commuter rail stations that do attract similar projects.

So given a brief staff review of the request, petitioner will go into details about what the proposed development is. But staff does recommend the Planning & Zoning Commission recommend approval of the Zoning Map to change the zoning of the underlying zoning project area from multiple zoning districts from

Planned Unit Development Commercial (PUD-C) Mixed-Use TOD District MX-1, Mixed Residential District, Mixed-Use Residential District, all to MX-1, which is a Mixed-Use Residential District.

And that would be for the block bordered by the East Vermont Street, North Beverly Avenue, West Terrace Street, and North Ardmore Avenue. Also the Special Use for the PUD, and that would consist of the mixed-use building with approximately 348 residential units, residential amenity space on the ground floor with a restaurant, and approximately 442 parking spaces for the residents.

The items below on this slide do include some specific development. This development will consist of an average of 5-foot setback from the front build-to-zone; approximately 85 percent of maximum pervious surface; a garage entry on the side facade as well as the rear facade of the building; and storage space for residents and a parking space for residents within the 20-foot area. In addition, there will be a public parking lot east of Beverly Avenue.

Finally, the request will be vacate the

public right-of-way that's part of the parking spaces west and east of Beverly Avenue.

On this slide you will see some (inaudible) the Planning & Zoning Committee and as part of the recommendation. They are stated as-is provided in the staff report that was forwarded. I'll summarize them.

The first condition of approval is concerning the parking lot on the east side of Beverly in general conformance with the plan that was submitted by Jones & Jones Associates.

The second bullet point has to do with general compliance with regards to potential plans that we submitted, prepared by Jones & Jones, including site plan, the floor plans, and the exterior building elevation. Compliance with all applicable Village Codes and regulations. And obtaining all necessary permits and certifications for development.

The property located at 351-415 North Ardmore Avenue and 350-416 North Beverly Avenue is the subject property, and on the slide you'll see all the lots.

With that, I would like to hand it over to petitioner.

CHAIRMAN JARRETT: All right. Thank you, Consuelo.

MR. NOONAN: Good evening, everyone. Thank you, Mr. Chairman, members of the Commission, and thank you staff for that presentation.

My name is Mike Noonan, for the record, and I am here along with my co-counsel, Donna Pugh, who's joining us virtually. Together we are land use attorneys with Foley & Lardner. Our offices are located at 321 North Clark Street, Suite 3000, Chicago, Illinois.

Donna's a partner at Foley and is in charge of our land use group here, and, like I said, she's going to be joining via Zoom. And together we represent the applicant, Hawthorne Development Corporation.

Here with me today are applicant representative Dr. Ganesan Visvabharathy, or Dr. Vish, of Hawthorne Development Corporation; Architect Richard Jones, or Jyke, of Jones & Jones Associates; Traffic Planner Bill Grieve of Gewalt Hamilton Associates who's joining us virtually; and Civil Engineer Kevin Serafin of CemCon Ltd.

In the interest of full disclosure, I just want to disclose that do I do -- my partner and I, Donna, do do work with Jason Jarrett occasionally, not in Villa Park, through his day job as a land use expert. We present cases representing the same clients in front of the Chicago Zoning Board of Appeal from time to time. We haven't worked on this project at all. Like I said, just for disclosure.

CHAIRMAN JARRETT: If I could real quick, yeah, just to clarify on that, yes, I have worked as a consultant on projects with their firm. I have never worked with this developer, and I've had no contact with them at all about this project before today. I spoke with staff regarding that, and they've determined that there's no conflict there.

MR. NOONAN: I was a Boy Scout before I was a lawyer, so I've got to be honest.

Again, I want to thank staff before we get started. We really worked hard to put this presentation together in a short amount of time, and staff has really been great in accommodating all our requests and working with us. So I do want to thank

them for all that and for their patience and accommodation.

So if we can get the PowerPoint up, is that -- am I controlling that?

Can the folks on the Zoom see the PowerPoint or no?

MS. PUGH: You know what, it's okay, but it's okay. We have our own copies.

MR. NOONAN: Sounds good.

So Hawthorne Development Corporation, the applicant, is pleased to submit a zoning application for Garden Station, mixed-use development, located at the block bounded by East Vermont Street, North Beverly Avenue, West Terrace Street, and North Ardmore Avenue, which we will refer to as "the development site," and that is the parcel highlighted in red on the screen right now.

In order to facilitate the project, it will be necessary to acquire a portion of the existing Metra lot within the development site which is currently owned by the Village and swap it with parcels that the applicant is acquiring on the east side of Beverly.

These parcels are located at 403 through 405 and 407 through 409 Beverly; and I will refer to them as "the additional parcels," and those are highlighted in blue on the screen in front of you.

The applicant is here making three requests today. First is a map amendment to change the zoning from planned unit development, commercial PUD-C; mixed-use TOD district, MX-1; mixed residential District 1, MX-R1; and Mixed Residential District 2, MX-R2 -- so we're changing all those -- to mixed-use TOD District, MX-1 for the entire project.

Secondly, the applicant is seeking a Special Use for a Planned Unit Development in order to construct a mixed-use building with approximately 348 residential units on the development site and a surface parking lot on the additional parcels which will replace those at the Metra station.

Finally, the applicant is seeking to vacate the public right-of-way north of and parallel to West Terrace Street extending from the east right-of-way line of North Beverly Avenue to a point approximately 145 feet west of North Beverly Avenue.

Mr. Chair, if needed, I'd like to introduce into the record findings of fact that were submitted with our application.

Do you need paper copies of those or just --

CHAIRMAN JARRETT: Are they in the staff memo?

MR. NOONAN: They are.

CHAIRMAN JARRETT: That would be sufficient.

MR. NOONAN: Great.

Additionally, there are several plans and documents that were unavailable at the time of our original submission. We'd like to amend our application for the record to include those. I can list those. I have copies for the Commission if you'd prefer that. They also have been electronically submitted to the Village. I don't know if those have been distributed to you.

CHAIRMAN JARRETT: Those have not been distributed to us, so if you have copies --

MR. NOONAN: Sure.

CHAIRMAN JARRETT: -- that would be great.

MR. NOONAN: Sure.

While Patrick hands these out -- thank you,

Patrick -- these contain additional owners' affidavits and signed application pages, a signed and stamped plat of survey for the development site which replaces the unsigned plat that was submitted with the application; a plat of vacation for the development site; two plats of survey for 403 through 405 and 407 through 409 Beverly; a parking requirement calculation dated May 5th that's to supplement our application; a site plan labeled parking lot SK 1.2 dated May 6, 2021, that's to supplement our application; and a site plan, an overall site plan, labeled SK 1.3 dated May 6, 2021, and that's to replace our original site plan which was submitted with the application.

Hawthorne Development Corporation is here. We're proposing a high-quality mixed-use development with ground floor commercial, residential above. The proposed project consists of ground floor commercial space, a maximum of 348 residential units, space for a restaurant, and indoor parking. The project's location near the Villa Park Metra station and exposure to daily commuters is designed to create vibrancy in the downtown with new residents, new commuter, and

community applicant activity.

And probably my favorite part about this project, it's going to include a lot of exciting environmentally friendly design elements that our team is really excited to share with you.

So with that, I would like to turn over to Dr. Vish to talk about the applicant's background a little bit and to talk about some of those benefits.

Thank you.

DR. VISVABHARATHY: Honorable Chairman, honorable members of the Board, thank you very much for giving me this opportunity to present this exciting project.

First of all, a little bit of information about Hawthorne Development. We have been in the Chicago area for over 28 years. And we built a few high-rises in the city, 910 South Michigan, 525 Hawthorne Place, 3410 Lake Shore Drive. Our project, 910 South Michigan, is, still today, the largest office-to-residential conversion in the history of Chicago. It's the old Standard Oil, old headquarters which we converted to residential quarters. I know the Post Office building is larger,

but that's commercial. So as far as residential is concerned, we are still the king.

We also did a bunch of suburban projects, 318 units in Glenn Ellyn. We had Whispering Lakes right across from Abbott Labs; that is 123 units. So a bunch of suburban projects. So we are always focused on doing something different.

Just a little bit of background about me. I'm an electrical engineer with a very complicated name, and I have to say this court reporter was the first one who pronounced it completely correctly. So I go by Dr. Vish just because my name is complicated. I'm an electrical engineer with an M.D. and a Ph.D. from University of Illinois-Champaign.

There are some exciting features about this project. This project is going to be the nation's largest passive house project. Let me explain what is passive house.

Passive house focuses on three things: Health, comfort, energy efficiency. It is extremely healthy because the supply of fresh air is done to all the areas of the unit. It's not like we put just a

grill along the corridor and say this is your fresh air intake. Every room gets so much fresh air. So as a result, it's very healthy, and people who are allergy sufferers can safely stay in our development and there will be very little botheration for them, number one, health.

The second is comfort. Usually in traditional buildings, if you stand in the middle of the room, it's warmer; you go near the window, it's colder. In a passive house, it's uniform temperature. You can stay by the window and it just feels -- it feels just as comfortable as you are in the middle of the room.

And, finally, energy efficiency, extreme level of energy efficiency. So our insulation levels are far above the cold. I'm not talking about just about the walls and the roof, but also the foundation. Our windows are all triple-pane windows. Our solar heat gain coefficient is less than .28. Of course we use LED lights. And then we use VRF and HRV or ERV. VRF is variable refrigerant flow and ERV is energy recovery ventilation. What that means is we are

using -- we are recovering energy from the air that just heated up the space. As it tries to exit, we just take the heat from it. So, as a result of the efficiency, heating efficiency, cooling efficiency of the building is very, very high.

Also, this building is 100 percent electric. And, as you know, buildings contribute 60 percent of the carbon that is generated in the atmosphere. When we use all electric, combine this with we also have two more standards, not only we get passive house, we get net zero and we also get the National Green Building Standards. The National Green Building Standards means that we can only -- even the caulking compound has got to be made in a particular way so it's an environmentally friendly way. There is a very detailed scope and specification given by National Green Building Standards, and we follow that. So we get National Green Building gold certification.

Finally, net zero, net zero means you produce all the energy at site. So whatever energy we need, out of that we are producing rooftop solar. So as a result, we would be producing about one-third of the

total energy needs at site and the rest we'll be buying through community solar. So, in other words, off-site solar farm, and then we buy the rest of the energy needed through a virtual power purchase agreement.

So as a result, it's a passive house, net zero, green gold building, and I think this is something that today's market, given the fact that we're all contributing quite a bit to carbon pollution, the fact that an all-electric building with no carbon is something that I think environmentally is needed today. I'm hoping that, you know, many other future buildings are also built this way.

I also want to tell you that we have -- I think the liquor store that has been here in the Village for the past 30 years is going to continue to be our tenant. And we have signed a Letter of Intent with a craft beer producer and a restaurant. So there's going to be a restaurant. There's going to be craft beer. There's going to be a liquor store. So that is part of the commercial.

So I think this is something. It's a very, very exciting project. And given that it's a TOD,

there will be -- that's an additional benefit that the residents can enjoy.

Thank you very much.

CHAIRMAN JARRETT: Thank you.

MR. BURKE: Thank you, Dr. Vish.

Next we'll hear from Jyke Jones. He's our lead architect on the project.

MR. JONES: Mr. Chairman, commission members, my name is Jyke Jones. I'm an architect with Jones & Jones Associates Architects. I am the project architect on the Garden Station apartments. Our firm has been in existence since 1975. And this project has got the members from my team very excited. They're very proud to be a part of this development from what we're producing energy wise and everything all the way down the line. This project to us is more than just apartments. It's a community.

I'll try not to repeat too much of the staff reports and everything, but very similar. This project consists of 348 apartment units and the amenities. The amenities will be a fitness center, business work areas, lounge areas, meeting spaces, a pool, gazebos,

outdoor grilling stations, a walking track, a dog washing room, a bike repair room, a golf simulator, and various community rooms.

The apartment units will be studio units, one-bedroom units, and two-bedroom units. Some of the units will have dens. Every unit will have a dedicated exterior balcony.

There are two levels of climate-controlled parking. There are five levels of residential units above that. Every unit within this facility will also have a storage room with it: Some of them in the garage area, some of them in the upper levels of the building.

The indoor amenity spaces are primarily located -- I'll try to get my laser pointer to work -- along this. This is Ardmore Street here. And this is essentially the amenity spaces. The restaurant is located on the corner, the retail space, fitness center. This is the mail room here. This is our entry lobby which is a two-story lobby. Has a nice feature wall of one of the biggest aquariums around. Then we have some business spaces, lounge spaces, media room,

golf simulator, and more business WeWork-type spaces there.

The parking areas that we have here, this is the first level of parking which -- my pointer is not working now.

Anyway, from the north there are entrances to -- the top left side here is the entrance onto the first level, and then right behind the restaurant area is the access to the second level of parking.

Can we change to the next slide? Can we go to the next slide, please?

Okay. This is the second level parking. This is, essentially, as we talked before, the only difference between this and the first and second floor is on the bottom right-hand side we have our bike repair shop and our dog grooming area.

This is the third level, which is the first level of the residential units. You'll see that we have a courtyard in the center. We've got a pool in the center. All of our gazebos are located here. We have a walking track around the perimeter and multiple green areas, a lot of game areas, dog exercise areas.

Like I said, this gives us the community feel that we want to have in here. All of this is enclosed for the use of residents.

As part of the agreement with the Village, the developer has agreed to construct a parking area on the east side of Beverly. We are continuing to work with staff on this. The first set we showed the access off of Beverly. Staff liked the idea of accessing off of the existing Metra lot. So that's what you see here is that access off of that side street.

The exterior of the building will be a combination of masonry, glazing, and ceramic panels. The masonry and storefront glazing along Ardmore create the horizontal lines. This rendering here is actually from the pool deck side.

The color variation of the panels along with the balconies and the windows create a variety of esthetics for the residential levels.

The roof is primarily flat with varying height parapet. The roof also contains all of the solar panels that are part of our energy efficiency in this project.

As I stated from the beginning, our team is very excited to be working on this project, and the main reason, the project will offer wide range of living opportunities for the residents, at the same time providing the clean and efficiency described by Dr. Vish.

MR. NOONAN: Next we are going to hear from our traffic engineer, Bill Grieve, who's joining us virtually. I'm going to see if I can get him on the screen, if that will be better.

Bill, you are live. Go ahead.

MR. GRIEVE: Hi, everybody. Bill Grieve, Senior Transportation Engineer from Gewalt Hamilton Associates. There are a lot of projects that claim to be TOD. That's always been --

THE COURT REPORTER: I can't hear. I can't hear him.

CHAIRMAN JARRETT: Bill, if you could, speak up just a little.

MR. GRIEVE: Is that better?

CHAIRMAN JARRETT: Yep. Go ahead.

MR. GRIEVE: Again, Bill Grieve, Senior

Transportation Engineer Gewalt Hamilton Associates.

The buzz in the industry over the last several years are TOD developments, transit-oriented development, but not all are (inaudible) projects. This truly is a TOD development. You're within steps of the Metra station. And you've got the combination of the residential as well as the retail and the restaurant space that will honestly create just a fantastic environment and getting people out and about to -- whether or not they live there and they want to go on Metra or whether or not there's going to be walking trips. There's also going to be biking trips.

Couple big things to talk about the site plan is the access provides really excellent flexibility for access. There's the one drive on Terrace Street that accesses the second floor parking and then the access on Beverly which accesses the first floor parking.

The big thing to note is that access management is always a key with transportation planners. The two existing drives on Ardmore will be eliminated. That will get rid of the conflict points on Ardmore. And those driveways and places will be

additional on-street parking. It will be perfect for the restaurant and the shops as well as guest parking for the apartment dwellers.

You know, we're taking a look and seeing the types of traffic that could be generated by this development. One of the key things to remember that Dr. Vish said, that, you know, we're kind of looking at keeping the liquor store, and we're going to hopefully get the group up there. Well, neither one of those are really going to be open during the morning rush hour. So now you're taking that factor away from the docket.

Then in the evening, you're really going to be taking advantage with both of those uses of perhaps people getting off the train at the Metra station, and they may live there, they may live close by, but they're going to stop in for perhaps an adult beverage or they do a parcel pickup on their way home. So that's a key thing.

You know, realistically what we're looking at is for the restaurant and the retail use, that based on historical data from the Institute of Transportation Engineers, you're probably looking at somewhere about a

50 percent discount only because of the vibrancy that this development is going to provide.

We already talked about the parking, and we talked about the access. I guess I would just like to conclude with the fact that we haven't completed the traffic study yet, but there's so many positives that are going on with this development. We are definitely going to be concluding that the traffic generated throughout this development will be readily accommodated along the roads, particularly considering the fact that Ardmore Avenue, which is your main north-south spine, has great access to the north and to the south. And the traffic volumes that we know that's on Ardmore now, about 8,000 cars a day, can readily accommodate the trips that we're planning will probably be generated by this development, but perhaps another total 2,000 max. You know, that may seem like a lot, but typically a road like Ardmore with that three-lane cross-section can probably accommodate up to 15-, 16,000 cars a day.

So I appreciate the time. Thank you very much. Take care.

CHAIRMAN JARRETT: Thank you.

MR. NOONAN: Thanks, Bill.

I'm going to now turn the PowerPoint slide back on an hand it over to Kevin Serafin of CemCon to talk about storm water issues and the slide show.

MR. SERAFIN: Good evening. I'm Kevin Serafin with CemCon out of Aurora. Our company has been in business for 50 years doing projects like this. I've been there for nearly 30.

When it comes to projects like this, there's always challenges that have to be taken into consideration. One of the challenges on this site, there's an existing alley that runs east-west bifurcating the site. The west half has been vacated as part of this petition. We're proposing to vacate the east half. There's a couple of local utilities, but nothing that affects anything regional. So this will be part of our application.

Storm water management for this site, the requisite storm water management was always considered as part of a larger area further east. So the Village, in their foresight, has provided almost 2-acre feet of

storage for this site of which we need about 1.4. So there's still some additional storage there. We're bounded on all three sides with water and sanitary sewer. Plenty of capacity for both those services.

So as far as civil engineering goes, I think we're pretty well covered.

MR. NOONAN: Thanks, Kevin. That actually concludes our formal presentation. We'd like to note that if the Commission has any questions for us, I will direct it to our appropriate team member.

Thank you for listening, everyone. Appreciate it.

CHAIRMAN JARRETT: Thank you.

All right. Is there anyone from the public wishing to speak on this item?

Just restate your name for the record.

MS. TUCKER: Cheryl Tucker, 434 South Cornell.

You guys did a pretty good job covering my questions. Most of the people in Villa Park know offhand we have a big parking problem issue and we also have a big flooding issue in this town.

He sort of answered my question on the

traffic. I was a little concerned about the additional traffic we would be looking at and how you make a traffic study right now with the pandemic going on with no parking going on at the Metra station right now, how you can decide we have enough parking.

But, Bill, I think you did a great job giving me the numbers that Ardmore can take that additional thing when we do get the Metra and the flow in that parking lot should be good that we won't have an issue hopefully. So I appreciate that.

My other concern is I'm not quite sure with all these knew units -- I mean, I'm very supportive of this group. All the new units, how that's going to work with the water flow, the sewers, and the sanitation, I know that there's a proposal on here that we're supposed to have possibly a study for it, but. When you add all those additional units that are going to be using water, sewers and sanitation, do we have the plumbing to work? Do we have the piping in that system that they're going to connect to that is going to be enough that's not going to cause additional flooding somewhere else in areas around there, Beverly,

Vermont, or Ardmore backing up in people's houses? Because that will be a big issue for the people living in that area if it comes to be that issue that it doesn't flow right. And I don't know if that's something that you are privy to or is that Public Works would need to look into for that question.

The other question is you are doing 348 spaces inside your complex, if I understand correctly, which you said there's 442 parking spaces outside the complex, which leaves 9 for public parking places.

Is that including the 10 additional parking stalls you're talking about an Ardmore Avenue along with the swap because you're taking several of the Metra spots for your complex, and I understand Beverly is supposed to take those spots. I'm not quite sure how many parking spaces that swap includes. But is the 94 included in the amount that you're covering from what we're losing from the Metra to moving to Beverly area? That wasn't clarified in your statement. So those are the things I wanted to know on clarification.

Thank you.

CHAIRMAN JARRETT: Okay. Thank you.

Is there anyone else from the public wishing to speak on this?

Yeah. Just rise and be sworn in.

(Witness duly sworn.)

MS. PACE: Good evening. My name is Jovone Pace. I'm at 403 North Beverly Avenue. My concern is, I wonder when this project is going to take place. I work for the Village as well, but I do run a home daycare out of my home as well. It's going to cause a lot of displacement for families over there. I just want to know when is this project going to take place, and how long will people have in order to try to find a new place to live?

CHAIRMAN JARRETT: Is that it?

MS. PACE: That's it.

CHAIRMAN JARRETT: Okay. I will inquire about that when we get there. Thank you.

We need to have you sworn in, too.

Is there anybody who wishes to speak right now? Anybody else think they will?

(Witness duly sworn.)

MS. KRIZEK: My name is Paula Krizek. I'm at 109

East Vermont.

This building is going to be a block away from my house. Vermont is already heavily trafficked during rush hour with Metra. There's a lot of families with small children and everything else on Vermont. How is this going to affect our streets? I mean, besides the fact that I'm not going to have any privacy in my backyard anymore because people are going to be able to look into my home -- or into my backyard, but just the traffic. There's going to be so much traffic up and down our streets now.

CHAIRMAN JARRETT: What was your address again?

MS. KRIZEK: 109.

CHAIRMAN JARRETT: Okay.

THE COURT REPORTER: Can you spell your last name?

MS. KRIZEK: K-r-i-z-e-k.

CHAIRMAN JARRETT: Thank you.

Anyone else?

All right. With that we'll move to questions from the Commission. I have a few. I don't know if you guys -- have you got some? Start us off.

COMMISSIONER ROMANO: I have a question about the

water displacement. Can you clarify -- Bill, I think that was you -- you said that there's 2 acres of runoff -- something about there's 2 acres of capacity somewhere and they expect the apartment to use 1.4. Can you expand upon that? I assume then that's for rain runoff.

I think the water and sewer question is warranted as well. That's a lot of additional capacity. How do we know that the municipal sewers can handle a building of this size?

CHAIRMAN JARRETT: I think we're actually done here with the engineer.

MR. SERAFIN: Do you -- or wait till the end, either way?

CHAIRMAN JARRETT: Yeah. We'll go through questions here. Go ahead.

MR. SERAFIN: So the storm water, the Village has provided almost 2-acre feet of storage in the existing facility on the east end of the Metra lot. The storm water from our site will flow through the storm sewer system, the existing storm sewer system, to that storm water management facility. So we'll have no

detrimental effect on anything upstream, and there's no living area between us downstream. And then it goes directly to the Salt Creek.

COMMISSIONER ROMANO: Okay.

COMMISSIONER LANENGA: Can you address the other question about sewer capacity?

MR. SERAFIN: Yeah. So as far as the sewer capacity, we've worked with the Village. There's large sewers all over town with the sanitary sewer, and 348 units is probably equivalent to the capacity of a half of an eight-inch sewer, and there's sufficient sewer capacity throughout this area of town.

We haven't modeled the water, but we can definitely work with the Village Public Works to make sure there's adequate water, both supply and pressures. So we'll take a look at that through the final engineering process.

COMMISSIONER ROMANO: It's something worth inquiring because I know -- I don't know specifically about that part of the Village, but there is a lot of Village that there's just kind of a cross-piping between some rain runoff and there's issues. I don't

know if that part --

MR. SERAFIN: So you're saying there's some combined sewers in town --

COMMISSIONER ROMANO: Yeah. Yeah.

MR. SERAFIN: -- that have issues?

COMMISSIONER ROMANO: Yes.

MR. SERAFIN: We're separating our storm water from anything that might be combined and taking it directly to Salt Creek through a detention pond.

CHAIRMAN JARRETT: And that's the detention pond that's to the east adjacent to the Metra parking lot, correct?

MR. SERAFIN: Correct. It's about 4-, 500 feet east of our site.

CHAIRMAN JARRETT: I don't know if you're familiar with it, but the Village constructed that back when this -- around the time that the original PUD was submitted here. I believe there were some other upgrades. I am not positive on the second point, but I believe there were some other upgrades either constructed or considered for the storm sewer in the area.

Other questions?

COMMISSIONER ORLOWSKI: Actually, I have a -- my question's to the street views from Vermont and Ardmore. I'm not seeing -- I mean, I'm seeing what you proposed to us in the picture and then what you propose to us on the diagram, but I'm not seeing anything to make it -- I'd like it to flow with the Village. I mean, with what I see here, this is something to me that would flow with a busy city area. I noticed it looks like we've got some landscaping boxes along Ardmore, but then whenever we get to Vermont street it's just going to be a flat wall.

CHAIRMAN JARRETT: Kind of to Mike Orlowski's point here. This kind of falls in between question and comment, so I'll just bring it up now.

So on the materials -- this might be good we've got the architect.

On materials, what is the ground floor treatment for the street facing front?

MR. JONES: Facing which?

CHAIRMAN JARRETT: The elevations at the street level.

MR. JONES: They are the masonry and glazing elevations, and that goes all the way around all four sides. Our rendering was just from the one corner there, but that same appearance goes all the way around. Even the areas where we have parking structures behind, from the facade, we still have the glass and the windows and everything there to give the appearance so that we're not having an open parking deck or something like that.

COMMISSIONER ROMANO: Just piggyback on that, maybe I'm not seeing it. I know I saw it in the packet somewhere, so there's 19 spaces that are going through put on Ardmore as well?

MR. JONES: Correct.

COMMISSIONER ROMANO: Am I remembering, there's angled parking space that will be against the -- how are those spaces on Ardmore?

MR. JONES: On Ardmore they are parallel, just like they are now.

COMMISSIONER ROMANO: Okay.

MR. JONES: What we're doing is there's several commercial entrances along that street now that are

being closed. When we close those, we pick up additional parking spaces. We have a total of 19 along that street, one of which is a handicap space.

COMMISSIONER ROMANO: All right.

MR. NOONAN: Do you mind clarifying Paul's question about the parking, the number of spacing and the -- if that's okay?

MR. JONES: The spaces that were lost in the current Villa Park spot are being transferred over to the ones that are being constructed adjacent to the Metra station. The rest of the building calculation parking is made up of the parking spaces that are within our building on the two-level parking plus the 19 that are on Ardmore. That's where those parking calculations come from.

We are not counting any of the spaces that are being created in the Metra lot as part of our calculation for our building.

COMMISSIONER ROMANO: Is that a wash, too, same number of spots?

MR. JONES: It's close. We're still working back and forth because what happens when we put the new lot

in, we move further away from the train station, therefore handicap spaces put in the new lot will be too far away from the train station. So we're working with staff to see about re-striping some of the ones that are up close to there. So we don't have the exact rate, but they're within two or three spaces of doing a tradeoff.

CHAIRMAN JARRETT: Other questions?

COMMISSIONER CALVERT: I have a question about the parking and that is: How did you arrive at the number of interior spaces for the number of units that you're proposing? Is there a rule? Industry standards or something --

MR. JONES: No. We went beyond the industry standard. Villa Park has a parking standard that is based on one parking space per bedroom, not per unit. So that's how we based our calculations.

Under our Planned Unit Development we did not ask for relief from that. We are just in a situation that we will now functionally have more parking spaces than we need for residents.

COMMISSIONER CALVERT: And how many one-bedroom

apartments will there be and two-bedroom and studio apartment?

MR. JONES: I don't have that breakdown with me.

MR. NOONAN: I might.

DR. VISVABHARATHY: 10 studios, 65 two-bedrooms. 273 one-bedrooms.

COMMISSIONER LANENGA: Can we address the question that was raised about how long this project will take?

CHAIRMAN JARRETT: If you could give us an idea of your timeline, and I know that in the development world timing is not always exact, but kind of when you might anticipate you would break ground approximately and how long you would anticipate the project to take.

DR. VISVABHARATHY: We expect for this project to take two years to complete, but we will be starting our lease up around the 16th month, 16, 17th month, assuming we get partial occupancy possible.

Our goal is to start construction as soon as -- you know, as early as, I would say, in the month of July if possible. So we're not waiting for anything else unless -- you know, all the approvals are in place and permits are in place. We are ready to break

ground.

COMMISSIONER SHLENSKY: Have you acquired all the additional properties already or is that pending approval?

DR. VISVABHARATHY: They're all under contract.

COMMISSIONER SHLENSKY: They're all under contract.

DR. VISVABHARATHY: Yeah. All under contract. Yeah.

MS. BENZIC: I'm sorry. Did you say two years?

DR. VISVABHARATHY: Yes. Total construction time.

THE COURT REPORTER: Can you state your name in the pink?

MS. BENZIC: Eleanor Benzic, B-e-n-z-i-c.

CHAIRMAN JARRETT: Did you have a quick question?

MS. PACE: Yes, I did. I just want to know. You said you're going to start breaking ground in July?

DR. VISVABHARATHY: That's the current expectation. Yes.

CHAIRMAN JARRETT: Thank you.

Anybody else have questions?

COMMISSIONER SHLENSKY: I've got a few.

I think based upon the first floor plan and the second floor plans that were shown on the PowerPoint, the restaurant is going to be bi-level, is that correct, on the first floor and the second floor?

MR. JONES: Base restaurant is a first floor occupancy. We have a stairway built in in case the tenant comes along and wants to have an outdoor deck. That second level is an outdoor terrace. We're trying to provide that opportunity if the tenant wants it.

COMMISSIONER SHLENSKY: Got you.

Then you indicated that a recent development was that the liquor store is going to stay on as a tenant. Where would the liquor store be located?

MR. JONES: We have a retail space which is adjacent to the restaurant, and the restaurant space as indicated now as oversized so that we could -- that wall there is not a permanent demising wall. So depending on what tenants may come in, that space is flexible.

COMMISSIONER SHLENSKY: Understood.

So the area that is designated retail, if I'm reading that right, that's on the first floor only,

correct?

MR. JONES: Correct. That is correct.

COMMISSIONER SHLENSKY: And that is the square footage of the proposed restaurant space in the redevelopment comparable square footage to the current restaurant?

MR. JONES: Yes. It's a little bit larger.

COMMISSIONER SHLENSKY: Redevelopment plan will be larger than the current restaurant?

MR. JONES: Correct. Again, it is larger. Again, the wall between those spaces is not a permanent wall depending on what tenants might come along.

COMMISSIONER HOFSTRA: Where would you anticipate the parking space for that restaurant area to be, the 19 spaces on Ardmore?

MR. JONES: Typically, yes. We also, within the building, have parking spaces that we intend to designate to staff for the different places to be there so that none of the people who work will be taking up public spaces. We can't require that, but that's our intent to try and provide that.

COMMISSIONER HOFSTRA: My concern is I don't want

it to overflow into the neighborhood side streets.

I think the Metra station is pay per slot, right?

CHAIRMAN JARRETT: Yeah. But I believe that's only during the day during the week. Can someone from the Village -- does anybody know what the --

MR. GUERRA: It's different rate structures. A similar permit pass for parking, which would be monthly. Then there's daily parking. But it's only Monday through Friday. On the weekends it is open and available.

THE COURT REPORTER: Can you state your name?

MR. GUERRA: My name is Michael Guerra, G-u-e-r-r-a. I am the Public Works director.

Similar, anybody can park and pay. You don't necessarily have to be taking the Metra.

CHAIRMAN JARRETT: That's all done through an app now, correct?

MR. GUERRA: I think it's an app.

CHAIRMAN JARRETT: And usually a pay box, an electronic pay box.

MR. GUERRA: Yeah. Then there's a box up on the

station.

CHAIRMAN JARRETT: Thank you.

COMMISSIONER SHLENSKY: One additional question, I do see the packet submitted by counsel that was distributed to us approximately 7:45. You got various affidavits of ownership going off of the comment that all properties are under contract currently. It seems to be that there's a question with one of the potential owners or tenants of the break ground date of early July.

Has that information been circulated? I imagine if you're under contract, that there would have been a closing date on every single one of those properties.

So are all of the owners and tenants of those affected properties of the understanding that you plan, pending approval, to break ground apparently in July of this year?

DR. VISVABHARATHY: I think the information that is given to the tenants is really the owner's responsibility. We have told the owners and contract when we are closing and when we want the tenants to be

out. So those particular details the landlord has got to communicate to their tenants.

I think in one case they've already given -- your lease will not be renewed, so that notice is being given in one of the cases. The rest I'm assuming the landlord will be giving the notice. We cannot directly give any such information to the tenants.

CHAIRMAN JARRETT: It was noticed and there are signs. I drove by. I think there are three or four signs throughout the lot. Not really the applicant's -- you notify the land owner, the property owner. Unfortunately that's all that's required.

Can I get your name once more?

MS. PACE: Jovone Pace.

THE COURT REPORTER: How do you spell your last name?

MS. PACE: P-a-c-e.

CHAIRMAN JARRETT: Any other questions?

COMMISSIONER ROMANO: I have a question again regarding traffic study. It sounded like maybe not a full study has been completed yet, but there weren't too many concerned with Ardmore. Can we address the

idea of traffic on Vermont? Is that being looked at as well?

MR. GRIEVE: I think you asked about whether or not we're going to be looking at traffic operations within the Metra lot?

COMMISSIONER ROMANO: On Vermont.

MR. GRIEVE: On Vermont? Yes. We certainly will. We just finished up the traffic counts that we conducted kind of around the site. There was a previous question about how can you do traffic counts when Metra ridership is 10 percent of what it used to be.

Since COVID, we've been able to come up with factors involved where we understand, like, what the previous traffic counts were, we got information from Metra as far as ridership. So we'll be applying those factors to make sure that we understand, you know, what the real traffic implications are along Ardmore and Beverly and Vermont.

The thing to remember about Vermont is that it almost acts like kind of a collector of other street traffic because you've got the four-way stop on

Ardmore. You've got the continuity to the east at Villa. And it goes all the way west to Addison, even beyond to Addison. But we are definitely going to be looking at the traffic impacts on Vermont.

We're really thinking that the vast majority of traffic is going to be oriented along Ardmore, which seems natural in this case, especially with the regional connections to the north and to the south along Ardmore. But we will be investigating the impact of Vermont.

CHAIRMAN JARRETT: Anybody else have questions?

COMMISSIONER CALVERT: I know there's not an answer to this, but I would like staff to review this because I am concerned about the number of parking spaces that are allocated for this; and if it's -- if there isn't enough parking, there is no other place in that area to park.

Ovaltine is a comparable development of 344 units. How many parking spaces does Ovaltine have? I mean, nobody has that yet, but I think I would like as a comparison to find that out.

MR. JONES: You just want me to clarify that we do

have an abundance of parking inside our parking garage. We're not just 348 spaces in the garage. There's more than that in the garage.

COMMISSIONER CALVERT: I see. There's 413.

MR. JONES: Correct.

COMMISSIONER CALVERT: So with 10 studios, that's ten parking spots. Given the neighborhood, I think it's reasonable that probably there's going to be a car for every unit.

MR. JONES: Right.

COMMISSIONER CALVERT: So in a two-bedroom unit, if you have 65, each tenant has two cars, that's 130 spots and that leaves 273 spots for the one bedrooms. So that's exactly 413.

MR. JONES: Right. That's if you're going one space per bedroom as opposed to one space per unit. That's exactly the Village Code in this zoning regulation.

CHAIRMAN JARRETT: Yeah. And that's meeting our ordinance.

MR. JONES: Right.

CHAIRMAN JARRETT: I understand the concern with

parking and traffic, but that's actually not something -- it's something we can consider, but that's not something they're asking for relief from as part of this planning development.

MR. GRIEVE: If I could interject just real quickly on the parking. National standards would say for this type of a development so close to the train station, there may even be some people who don't even want a car. That seems to be the trend these days where especially younger folks don't even want a car. They just want to be able to rent one if they need one.

So for a development like this, the national standards is about one per dwelling unit. You guys do one per bedroom. So in essence if I'm looking at my math right, as the architect said, we probably got about 35 more spaces indoors than what we need.

So that would suggest that all those extra spaces can readily accommodate certainly any of the employees from the restaurant or the retail as well as accommodate those people who may decide that, boy, I really need a second car.

MS. KRIZEK: I am curious as to what the price

point is going to be on the rent studio, one bedroom, and two bedroom.

COMMISSIONER CALVERT: So that's not really something we're considering today. I mean, if the applicant wants to answer or has an answer for that, you're welcome to.

DR. VISVABHARATHY: I think we are going by the market study, pretty much comparable to what a new development with all the great amenities that we are offering, what it will command in the market. Very much in line with the market.

MS. BENZIC: What is the market?

CHAIRMAN JARRETT: I'm just going to ask that -- we don't want to get too much back and forth going here between the court reporter and everything else. It gets complicated. That's actually not something that we're considering and frankly we can't consider. Village Board, on the other hand, they consider things we can't.

Anybody else got questions?

DR. VISVABHARATHY: The one thing I can essentially find out, the utility cost will be much lower than

market because of all the energy efficiency we are doing. So the tenants will enjoy the benefits of lower utility costs compared to competition.

CHAIRMAN JARRETT: Thank you.

Just looking over my list of questions that were asked by people who were asking questions from the public, I think they were all answered.

I have a question that's part design, part question, part comment. I'm just going to ask it now so we can have some discussion about it.

Generally speaking, there's a lot I like about this project in terms of the design, but I do have a question on why -- I don't know if it was a conscious choice or not, but there's no active engagement at the corner of Vermont and Ardmore, and I really believe our design standards as they apply to these districts in our comprehensive plan kind of look for that.

If we envision this as a catalyst for this area, I think we can visualize that corner of Vermont and Ardmore being an active four-corner at some point in our dreams -- let's say our dreams -- down the road

where you have corner, corner, corner.

I understand you have a long frontage. You're stretching that out. You have to activate a lot of frontage, but you're almost actively not activating that corner. And I understand that you can't activate all the way down Vermont and all the way down Beverly. That doesn't work. You've tried with the windows and the parking and the screening. I appreciate that, but the corner is a bit of an issue for me.

MR. JONES: This design came into play before we were going to do the rezoning, and we were going strictly by your guidelines that required us to put every bit of our facades within 5 feet of the property line. I think at this point in time we would consider reworking that corner some. I don't know whether we need to include that here or not to make sure that we were allowed to do it since it's a PUD.

CHAIRMAN JARRETT: Yeah. And I guess that may be another conversation we need to have, too. We could certainly go tonight and condition some things or continue and come back and have more discussion a month from now or potentially even schedule a special

hearing, if we need to do that. But that is, to me to a certain degree, and I think -- I don't know how Mike feels about this. He was talking about the street frontage. Personally, when I first looked at the plans, I thought we were at the sidewalk line. I didn't realize we had a 5-foot setback. I wouldn't be opposed to not having that personally.

So -- but activating that corner, to me, is kind of key from a design standpoint. And really I understand why activating both corners along Ardmore could be -- you've got the restaurant down there, and that's great and I understand the proximity to commuters coming around that corner. But is it possible to do something -- maybe it's not an active retail use. Maybe it's the residential entrance, but there's a couple of WeWork offices stuff there and when those are empty and the lights are off, it's empty retail.

MR. JONES: We have the flexibility to work on that corner and -- I mean, the function of the apartments up above do not directly tie to that, so we can put structure there for the apartments and then have

something that would be more inviting to that corner.

CHAIRMAN JARRETT: If there's no more direct questions, I would suggest that we kind of move to discussion. I know sometimes that prompts more questions, but I assume you guys are okay with that?

All right. So let's move to discussion.

Thoughts on the design generally?

COMMISSIONER ORLOWSKI: I like this picture.

CHAIRMAN JARRETT: With the -- yes, the pool side.

COMMISSIONER ORLOWSKI: I like this side. But this side, the side that all the residents are going to see, that's the part that doesn't flow with the neighborhood.

CHAIRMAN JARRETT: And what is it that doesn't flow for you?

COMMISSIONER ORLOWSKI: All the sight lines. It's a big square box you have outside for the residents to look at that live there and everybody that drives by. I mean, I've driven by a lot of the other structures like this that have been built in the last few years over in Lombard and Elmhurst. I think something to make it kind of fit with the neighborhood -- I mean, I

know it's not going to fit perfectly, but just something to make it more than just a box.

CHAIRMAN JARRETT: That's one point where I would agree.

COMMISSIONER ORLOWSKI: The only reason I say that, I mean, all the things that we looked at, the plan and everything else as far as the structure and design, I know those were only three-story buildings that we were looking at whenever we were looking at different types of structures and designs and everything else. I know we've got them in the books as far as what we would like to see in that area.

So that's the only thing that I'm really looking for is kind of what -- what we're looking for to fit and flow with the neighborhood of the sort that we have here.

MR. JONES: Would you grant us relief from your regulations that require us to do the high percentage of glazing?

COMMISSIONER ORLOWSKI: Pardon me?

MR. JONES: Would you grant us relief from your ordinances that require us to have that high percentage

of glazing?

We had other options along that street view before, and when we came back to meet those regulations, we were tied by that.

CHAIRMAN JARRETT: So I would say within -- this is me speaking on my own opinion, not everyone up here, but if granting more small relief creates a better project in the world of a PUD, I don't think anybody -- I would not be opposed.

COMMISSIONER HOFSTRA: No.

CHAIRMAN JARRETT: If you're talking about a large scale project, it's a Planned Unit Development, it's anticipated that there will be relief requested, and the upside for the Village of that relief is that we get a better project out of it.

MR. JONES: That's what we would like to see.

CHAIRMAN JARRETT: That's more contextually -- it works better contextually. Personally, the upper floors, there's nothing about that that -- it's fine to me personally. But what I'm seeing presented on the ground floor doesn't do much for me, and that's really the part that matters the most.

MR. JONES: Right.

COMMISSIONER ORLOWSKI: I guess part of what we do is we've already looked at a project over ten years ago for this area, and that project that was presented to the Village and that we actually approved, it had that neighborhood feeling to it. I guess that's kind of what I'm looking for. Let's get something that -- yes, I love the project, but let's make sure it fits within a neighborhood.

MR. JONES: We would very much like to do that. We were tied -- our hands were tied by your current regulations on there. But if you'll grant us the relief through the PUD, we'd be able to do that.

COMMISSIONER ORLOWSKI: I think with the PUD we can do that.

CHAIRMAN JARRETT: Yes. What I would say is that we can't sit up here right now and say, if you come back with another design with all this request, we're going to grant it all. But if some of those requests result in a better design, especially at the ground floor, again, speaking for myself, I don't have a problem with the density. I don't have a problem with

the rezoning or the land swap or any of that. This is getting this project to the right level of contextual on the ground floor particularly. I don't know how other people feel. Speak up. I'm doing a lot of talking up here.

COMMISSIONER ROMANO: My thoughts, and just a segue, it's all very subjective.

CHAIRMAN JARRETT: Yes.

COMMISSIONER ROMANO: And I would just throw this out to the Commission as we've been down this road before, this could be a rabbit hole if we dangle this carrot and then it's continued and continued and continued.

So if we want to go down this rabbit hole -- I'm not saying it's wrong. What I'm saying is keep in mind that opinions of esthetics are subjective. Let's give petitioner something specific and tangible to work with rather than this pie in the sky and the next time we continue it again because it doesn't have this tree or that tree or this look or that look. Okay? That's all I want to put out there.

CHAIRMAN JARRETT: I agree with you entirely.

MR. JONES: What we would like to see is just grant us the flexibility to adjust the percentages of glazing and other materials because we can work with everything else.

CHAIRMAN JARRETT: Can you describe possibly, like -- maybe you can't -- but can you describe a little bit of what you mean in terms of reducing the glazing, how you might apply that or is that --

MR. JONES: We were tied to -- and I don't remember the exact percentages -- but your ordinance has something like 85 percent glazing from the 2 feet from the grade to within 8 feet of the ceiling. So essentially that's a glass wall.

CHAIRMAN JARRETT: Correct.

MR. JONES: It also required that every 30 feet you had to have a 4-foot setback with a door in it, which that dictates how much spacing we have on doorways when we have doorways on our elevation where we don't have anything behind it.

Those two items, if we just had the relief from the percentage of the glazing and the requirement to have entry doors where there's nothing to enter

would dramatically help us.

CHAIRMAN JARRETT: So my thoughts on that is if those two things improve the design, I'm comfortable with that. Those design guidelines probably did not anticipate this project.

MR. JONES: Right. It picks up --

CHAIRMAN JARRETT: What our zoning ordinance would typically -- that's why it's a PUD. That's why we're having this discussion.

For me personally from a design standpoint, I would like to see this corner activated at Vermont and Ardmore. We don't really have a view, like a good 3D view. I could kind of look at the elevations, but elevations only show so much of what's happening on the other end, on the south end of Ardmore. That's important too, kind of how that's activated.

I understand this is a vastly different project than was brought to us by Golden Spike probably more than ten years ago now. That was different types of units scaling down with a cross. That's a different beast, and I don't expect that level of -- I understand this is a different project, but if we could do some

things to enhance the experience of the -- especially the Ardmore facade, those corners.

MR. JONES: Just those things we've talked about will allow us to get more into the pedestrian scale of the structure on that first level. I think that's what we'd like to do.

CHAIRMAN JARRETT: Yes.

Any other discussion or comments or feedback on the design?

COMMISSIONER LANENGA: Mostly though I want to talk about the fact that -- if they're talking about a July start date --

CHAIRMAN JARRETT: Yeah.

COMMISSIONER LANENGA: -- if we push this back to June, we're looking at an August or September start date.

CHAIRMAN JARRETT: July is probably not -- by the time the Village hears it twice, at least, I mean, that's not realistic anyway.

COMMISSIONER LANENGA: Is there any way we can make our approval contingent on something that you and Mike would approve or something along those lines?

MR. JONES: Or staff review.
COMMISSIONER LANENGA: Or staff review, yes. Try to move it along.
CHAIRMAN JARRETT: Yeah.
COMMISSIONER LANENGA: This is a great project.
CHAIRMAN JARRETT: I agree with you. I don't want to tie it down too much.
COMMISSIONER SHLENSKY: I mean, your suggestion of calling a special meeting is --
CHAIRMAN JARRETT: We also have to leave time for them to get the work done.
MR. JONES: Right. Yes.
CHAIRMAN JARRETT: If we call a special meeting in two weeks, is that enough time for you to get something together? Realistically how much time would you need to get --
MR. JONES: I'm more afraid of what was just mentioned earlier, that we come back and you say, well, we like some of those things, but not all of them, come back again in another two weeks. That's what I perceive as the difficulty.
CHAIRMAN JARRETT: We don't want to do that, for

sure.

MR. JONES: We have no problems sharing any redesigns with anyone. It is the timing more than anything else.

COMMISSIONER SHLENSKY: So if we're going to provide a recommendation to the trustees, I think we would all benefit from having the exact same set of plans where we --

CHAIRMAN JARRETT: As a planned development we really need to because that's what we're creating for a PUD.

COMMISSIONER LANENGA: But this isn't a full redesign. This is a first floor redesign, correct? That's what we're talking about?

COMMISSIONER ORLOWSKI: Correct.

COMMISSIONER LANENGA: So we're not talking about we have to come back with another packet like this?

CHAIRMAN JARRETT: Right. But we are talking about setbacks, moving things closer to the street, actually requesting additional relief that we would need to approve. That's my concern.

I don't know if Consuelo can hear or can

speak to that at all, but if she has any thoughts for the staff.

MS. ARGUILLES: Can you hear me?

CHAIRMAN JARRETT: Yes.

MS. ARGUILLES: If I may interject, there's no really points that are coming up, but this is a PUD. It does have the flexibility to be revised to accommodate some of the comments that are being heard tonight. The architect is saying that he -- if I'm hearing him correctly, they're willing to modify some of the first floor elevations to accommodate some comments from the Planning & Zoning Commission.

The Planning & Zoning Commission does have a right to add conditions, specific conditions, as part of their motion. But I do recommend, because of the schedule, that modifying of any of these conditions workable to this request as part of your motion so they can move forward to Village Board.

The architect has been very responsive to -- I don't want to speak for the architect, but if he could submit a revised first floor plan to take into consideration moving forward.

CHAIRMAN JARRETT: Okay.

MR. NOONAN: Yeah. If I could, just on behalf of the applicant, I would enter that request. We're very comfortable working with staff. There's been a lot of good rapport with staff going back and forth with different changes to the project, and we'd be happy to work with staff to keep our timeline going. We appreciate the flexibility that a PUD allows.

CHAIRMAN JARRETT: So then what I would suggest is that -- I don't have a problem with the staff reviewing some of these changes. We just need to make sure that we get any comments on the design tonight. We probably won't have another chance unless you want to show up to the Village Board meeting and express yourself there.

Any other questions, discussion, comments on the design generally?

COMMISSIONER SHLENSKY: Jason, was your suggestion or comment on the 5-foot setback to reduce that and give further relief or keep that 5-foot setback.

CHAIRMAN JARRETT: I would say that, generally speaking, in a downtown type area it's not really necessary and in some cases it could be detrimental.

That's my personal opinion. Like, if you look at the north end of Ovaltine, the retail, where it's all of the office, there's, like, a daycare and a couple of real estate offices and that, they're all set back 5 feet from the sidewalk with shrubs in front of it in an area where people are walking down the villa which is actually all set up to the street lines.

So you hit that and it's set back, it's -- it doesn't have the same engagement. And I'm not saying that they necessarily have to get rid of all of those types of setbacks, but I'm also saying that if it makes the design better, I don't see any reason it shouldn't come to the sidewalk.

COMMISSIONER SHLENSKY: But the current plan is set to that 5-foot setback, correct?

CHAIRMAN JARRETT: Right. Correct.

MR. JONES: But that would allow us, if we could encroach on the 5-foot, to do some articulation on the first floor that we're talking about redoing.

CHAIRMAN JARRETT: Correct. I mean, just as a basic example, rather than having -- and I'm not telling you how to design the building or that this is

even right, it's just a basic example -- rather than have that 5-foot setback that's grass -- and that's what it's shown as in these plans -- between the sidewalk and the building, they could theoretically have maybe a 5-foot setback along part of it and part of it that comes out to the sidewalk and it's not grass, it's pavers or whatever. You know what I'm saying? So we get articulation instead of this flat wall that's set back 5 feet. There's a lot of ways they could do it. I'm not going to try to design it. But it sounds like they've already got some ideas.

COMMISSIONER SHLENSKY: But I don't think it's flat. It's staggered.

CHAIRMAN JARRETT: Ardmore is straight.

MR. JONES: Ardmore is straight. It's staggered on --

COMMISSIONER SHLENSKY: It's articulated.

CHAIRMAN JARRETT: Right. But I'm talking about Ardmore. On Ardmore you have -- and the architect can correct me if I'm wrong -- you have a flat wall with a sidewalk and there's 5 feet of grass between that sidewalk and the wall, correct?

MR. JONES: Correct. Well, there's a couple of spots that it's not quite 5 feet.

CHAIRMAN JARRETT: Right.

MR. JONES: But, yes, generally speaking.

CHAIRMAN JARRETT: But there's no articulation. There's no bump-outs or setbacks. There's no visible entrance from the outside other than the awnings per se. The corner is what I'm most concerned about, articulating the corners. But I feel like there's opportunities to do more along Ardmore than present one straight blank wall that's a city-block long and a fairly long city block for our Village at that.

An example of that is, like Mike says he likes the interior, right? This is courtyard view. Part of that is because between the colors, between the balconies, between this large gray bump out, there's articulation. Some of it's color. Some of it's material. But some of it's physical. That doesn't exist really along the street wall of Ardmore. Any kind of -- there's no texture.

I think there's a lot of opportunities there. As I mentioned, when I first viewed this, I expected it

to be personally along the sidewalk. I don't know if anybody's got preferences. I don't want to send them down a road that other people aren't going to go for.

COMMISSIONER ORLOWSKI: We've been down this road already once.

MR. JONES: I think if you provide us with the flexibility that we've been talking about, that we can rework that whole first floor to get a little bit of articulation horizontally and vertically in there.

CHAIRMAN JARRETT: Yeah.

MR. JONES: If we had the relief from your ordinance to do so.

CHAIRMAN JARRETT: Yeah. Okay.

Consuelo, how would you like to see a condition for that worded? What would work best for you?

MS. ARGUILLES: With the --

CHAIRMAN JARRETT: For a condition for review for modifications to the ground floor design.

MS. ARGUILLES: Yes. So I would do a condition with some vertical and horizontal articulation of the first floor, if I'm understanding it correctly.

CHAIRMAN JARRETT: Yes.

MS. ARGUILLES: Architect, do you have a suggestion on what that would -- regarding that? I know you have some ideas. I would defer to the architect.

MR. JONES: Yeah. I think the relief from the percentage of glazing and the requirement for the inset doors every 30 feet or whatever it is there and anything having to do the with vertical height in there also. We're tied down right now with a 14-foot floor-to-floor height on the first floor, the second floor, but then the site slopes off 7 feet from one end of Ardmore to the other, so we end up with an extremely tall area, but we can't adjust that floor level any.

So if those three elements were adjusted to give us flexibility, I think we could do some dramatic changes.

CHAIRMAN JARRETT: Are you going to write up a condition for that?

COMMISSIONER SHLENSKY: It's a lot of verbiage. You are going to subsequently have me read this into the record. So relief from glazing. What was the 30-feet door requirement.

MR. JONES: There's a requirement that you have an entry door that sets back 3 feet. I think it's every 30 feet of wall, linear feet of wall. We would just like that to go away. We could put the entry doors where there needs to be entry doors.

CHAIRMAN JARRETT: I think we just call it required entry door separation.

MR. JONES: Entry door setback.

CHAIRMAN JARRETT: Separation and setback?

MR. JONES: Correct.

COMMISSIONER HOFSTRA: Is that ordinance there for every 30 feet on our fire code?

CHAIRMAN JARRETT: No. No. It's a design standard. It's a design standard for that district.

MR. JONES: Your design standard has a table of 15 different things in it, and that's just one of the things that's listed.

CHAIRMAN JARRETT: It's really designed to keep somebody from having a hundred-foot wall with a door on one end.

MR. NOONAN: The conditions would be the glazing, the entry door, separations and setback and the

floor-to-floor vertical height on the first and second floor or just the first?

MR. JONES: From first to second floors.

MR. NOONAN: First to second. Got it.

CHAIRMAN JARRETT: And then I think we would have required setback as well.

MR. JONES: I don't know that that's an issue because we also have something that comes into play with the storm water and pervious versus impervious areas. So we have to have a certain percentage anyway. So I think that it may be good to go ahead and put it in so we have the flexibility.

CHAIRMAN JARRETT: Yeah, I would.

Does anybody else have any general comments about the design or the project as a whole or anything you want to --

COMMISSIONER ORLOWSKI: I do.

CHAIRMAN JARRETT: -- ask the developer and/or the architect while they are there?

COMMISSIONER ORLOWSKI: I just want to comment. I love the plan. I just would like to make sure that it fits with what we got, and I think the recommendations

that we have I think will help with your design. I think it will be great for the area. I liked the last one. I like this one. And agree, yeah, when can we start.

If needed, yeah, I would do a special meeting in two weeks.

CHAIRMAN JARRETT: And I had forgotten about the grade there and how drastic it actually is. I remember that. I believe that's actually one of the reasons that Golden Spike went with two buildings there because it allowed them to do some things. It was phased as well, but --

COMMISSIONER ORLOWSKI: There's a huge -- a huge difference in spacing there.

CHAIRMAN JARRETT: Yeah.

Any other comments, discussion?

COMMISSIONER LANENGA: Yeah. I think it's also great that we have all the right people in the room at the same time.

CHAIRMAN JARRETT: Yeah.

COMMISSIONER LANENGA: It is so nice to have the architect, the engineer, and the owner and all these

guys all together. So kudos to you guys. Thank you.

COMMISSIONER HOFSTRA: Very impressive presentation.

CHAIRMAN JARRETT: When you have good representation that's what happens.

MR. NOONAN: Thank you.

So is someone working on the condition? Is there something I could help with?

CHAIRMAN JARRETT: Yes. Our resident attorney is working on it.

MR. NOONAN: Say no more. I won't step on your toes.

CHAIRMAN JARRETT: And why don't you just read that so we can all make sure we're on the same page, including the client.

COMMISSIONER SHLENSKY: The proposal is, if you go to the requested actions on Page 67, I'm going to insert a new number four right above with the following conditions. So this will be new number four under the Approval Requests directly above with the following conditions.

So, four, relief from, A, glazing

requirements of first floor exterior; B, required entry door separation setback requirements; and, C, floor-to-floor vertical height requirements of first floor only. A, B, and C pending further staff review.

COMMISSIONER LANENGA: And approval.

CHAIRMAN JARRETT: Is that language you're comfortable with?

MR. NOONAN: That does not include a special meeting, correct?

CHAIRMAN JARRETT: Correct.

MR. NOONAN: Yes. Then we are good with that.

CHAIRMAN JARRETT: That would be review with staff and then --

MR. NOONAN: Then Village Board.

CHAIRMAN JARRETT: Then hopefully the Village Board. Yes.

MR. NOONAN: Okay. We're good with that. Yes.

COMMISSIONER SHLENSKY: Motion?

CHAIRMAN JARRETT: If there's no further discussion or comments --

COMMISSIONER HOFSTRA: I'm fine.

CHAIRMAN JARRETT: Then I can entertain a motion.

COMMISSIONER SHLENSKY: Motion to approve PZ-21-0004 for the following requests:

One: Zoning Map to change zoning from Planned Unit Development - Commercial (PUD-C), Mixed-Use TOD District (MX-1), Mixed Residential District 1 (MX-R1), and Mixed-Use Residential District 2 (MX-R2), to Mixed-Use TOD District (MX-1) for the block bounded by East Vermont Street, North Beverly Avenue, West Terrace Street, and North Ardmore Avenue.

Two: Special Use for Planned Unit Development consisting of a new: A, mixed-use building with approximately 348 residential units, residential amenity space, a restaurant, and approximately 442 sparking spaces, and consisting of the following code exceptions to the MX-1 building type regulations found in Section 4.4 of Article 4: MX districts: An average 5-foot setback from the front build-to-zone; approximately 85 percent maximum pervious cover; garage entry on the side facade as well as the rear facade of the building; storage space for residents and parking spaces for residents within the 20-foot area. B:

Public parking lot east of Beverly Avenue.

Three: Vacation of the public right-of-way north of a parallel to West Terrace Street extending from the west and east right-of-way line of North Beverly Avenue to a point approximately 145 feet west and east of North Beverly Avenue.

And four: Relief from: A, glazing requirements of first floor exterior; B, required entry door separation and setback requirements; and C, floor-to-floor vertical height requirements of first floor only, all of which will be pending further staff review and approval with the following conditions:

One, construction of the parking lot on the east of Beverly Avenue in general conformance with the plan prepared by Jones & Jones Associates dated May 6, 2021, shown on drawing SK 1.2. Shall acquire, demolish structures, and construct parking lot improvements, including concrete surface, lighting, and landscaping prior to conveying to the Village.

Two: The development shall be in substantial compliance with the plans prepared by Jones & Jones Associates dated April 21, 2021, including site plan,

floor plans, and exterior building elevation plans.

Three: Compliance with all applicable Village Codes and regulations.

Four: Obtain all necessary permits/ certifications for development, including a building permit, right-of-way permit, and a storm water certification for the property located at 351-415 North Ardmore Avenue and 350-416 North Beverly Avenue, PINs of 06-03-112-001, 06-03-112-009, 06-03-112-010, 06-03-112-012, 06-03-112-013, 06-03-112-014, 06-03-112-015, 06-03-112-016, 06-03-300-005, 06-03-301-001, 06-03-112-008, 06-03-123-006, 06-03-123-007, with a finding of fact that such Special Uses meet the standards enumerated in Article 11.2 and 11.4 of Appendix C of the Municipal Code of the Village of Villa Park Basic Zoning Ordinance.

COMMISSIONER CALVERT: I'll second that.

CHAIRMAN JARRETT: I have a quick modification. The site plan and landscape plan for the parking lot is dated May 6, 2021. That's the only updated plan, correct?

MR. NOONAN: That's correct.

CHAIRMAN JARRETT: So if we could just modify that the site plan for the separate parking lot is dated May 6, 2021.

COMMISSIONER LANENGA: Do we also need to change that condition number two so it allows for a different set of plans not dated April 21? So it would be dated April 21, 2021, or "as approved by"?

CHAIRMAN JARRETT: Correct. Let's just do it that way. Yeah. Yep, yep, yep.

COMMISSIONER ORLOWSKI: I will withdraw my second.

COMMISSIONER SHLENSKY: It's May 6, 2021. Did I just misspeak the date?

CHAIRMAN JARRETT: No. There was a different plan, but by changing that language you're fixing that because all of the plans can theoretically be updated.

COMMISSIONER SHLENSKY: So I'll revise to read with the following conditions: Construction of the parking lot on the east of Beverly Avenue in general conformance with a plan prepared by Jones & Jones Associates shown on drawing SK 1.2. Shall acquire, demolish structures, and construct parking lot improvements, including concrete surface, lighting,

landscaping prior to conveying to the Village.

Additionally, revise number two to read: The development shall be in substantial compliance with the plans prepared by Jones & Jones Associates and subsequently approved by Village staff for the site plan, floor plans, and exterior elevations.

CHAIRMAN JARRETT: That works for me.

Is there a second?

COMMISSIONER CALVERT: I'll second that.

CHAIRMAN JARRETT: All right. We have a motion and a second. Questions or comments on the oral motion?

Hearing none, roll call vote.

Calvert?

COMMISSIONER CALVERT: Yes.

CHAIRMAN JARRETT: Hofstra?

COMMISSIONER HOFSTRA: Yes.

CHAIRMAN JARRETT: Lanenga?

COMMISSIONER LANENGA: Yes.

CHAIRMAN JARRETT: Orlowski?

COMMISSIONER ORLOWSKI: Yes.

CHAIRMAN JARRETT: Romano?

COMMISSIONER ROMANO: Yes.

CHAIRMAN JARRETT: Shlensky?

COMMISSIONER SHLENSKY: Yes.

CHAIRMAN JARRETT: I, too, vote yes.

With that, our recommendation will pass the Village Board. They can accept, reject, or modify as they see fit. I appreciate the time. It was a thorough presentation, and I wish you luck on that. Thank you. Good luck.

All right. Any public comments on non-agenda items? Anyone wish to speak on non-agenda items?

Any commissioner comments?

COMMISSIONER LANENGA: As of 9:00 tomorrow morning I'm no longer a resident of Villa Park, and I have submitted my resignation.

CHAIRMAN JARRETT: I am sad to hear that.

COMMISSIONER LANENGA: I am also very sad to hear that. There are no first floor bedrooms and town homes in Villa Park, I can assure you, or I wouldn't be moving to Westmont. It's been great being on this commission. I've enjoyed it. I have enjoyed your presentation. You've been great. And before you, Robin, it's an honor.

CHAIRMAN JARRETT: Appreciate it. You'll be missed. We're going to have to find a way to go out in this unprecedented time that's becoming more precedented all the time.

Any other commissioner comments? Comments from Village Board and staff?

I don't see Village Board.

Comments, Consuelo?

MS. ARGUILLES: I want to thank everyone for their time. To the commissioner who is retiring, it's really hard to hear, so I'm sorry if I missed bits and pieces of this meeting, but I want to thank you for your time and your commitment serving on the Planning & Zoning Commission. I wish you very well. Hopefully we'll see you around. You have to come back and visit Garden Station.

COMMISSIONER LANENGA: Yes. I will be ready to rent.

CHAIRMAN JARRETT: Are there comments?

All right. A motion to adjourn?

COMMISSIONER LANENGA: So moved.

CHAIRMAN JARRETT: Second?

COMMISSIONER SHLENSKY: Second.

CHAIRMAN JARRETT: All in favor?

BOARD MEMBERS: (In unison) Aye.

CHAIRMAN JARRETT: We're adjourned.

(Whereupon, the meeting was adjourned to 9:29 p.m.)

STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, PAMELA L. COSENTINO, being first duly sworn on oath says that she is a court reporter doing business in the City of Chicago; that she reported in shorthand the proceedings given at the taking of said meeting and that the foregoing is a true and correct transcript of her shorthand notes so taken as aforesaid and contains all the proceedings given at said meeting.

IN TESTIMONY WHEREOF: I have hereunto set my verified digital signature this 20th day of May, 2021.



PAMELA L. COSENTINO, CSR

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able 37:9 52:13 55:11 63:13
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Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Admin Asst
Submitting Department: Police Department
Item Type: Ordinances
Agenda Section: Ordinances

Subject:
An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving Agreements to Enforce Use Restrictions of Parking Areas

Suggested Action:
Area businesses located within the 100-200 block of North Avenue have consistently dealt with unlawful parking and loitering issues in this area. Six (6) local businesses requested assistance from the Village through the establishment of an agreement allowing the Village the authority to enforce use restrictions upon their property.

This ordinance approves agreements between the Village and six (6) businesses to enforce use restrictions of parking areas as authorized by Chapter 11, Section 11-209 of the Illinois Vehicle Code, which authorizes and empowers any municipality to contract with any commercial and industrial facility, shopping center, or apartment complex to regulate the parking of vehicles and traffic at such areas. Staff recommends approval of this ordinance.

This item satisfies the Short-Term Routine Strategic Plan Goal "Continue to implement community policing strategies for challenged areas of the community and to address general public safety models and crime abatement issues."

Attachments:
Memo for Parking Use Restrictions and Agreements 5-24-2021.pdf
ORD - Parking Restrictions around Strat's.docx
Signed Agreements.pdf

VILLA PARK POLICE DEPARTMENT

DEPARTMENTAL MEMORANDUM

DATE: May 24, 2021

TO: Rich Keehner, Jr., Village Manager

FROM: Mike Rivas, Chief of Police

Re: Ordinance to Approve Agreements to Enforce Use Restrictions of Parking Areas

ISSUE STATEMENT

The Village Board is requested to review and approve an ordinance authorizing and empowering the Municipality to contract with any commercial and industrial facility, shopping center or apartment complex within its boundaries to regulate the parking of automobiles and traffic at such areas.

BACKGROUND/HISTORY

Chapter 11, Section 11-209 of the Illinois Vehicle Code (625 ILCS 5/11-209) authorizes and empowers any municipality to contract with any commercial and industrial facility, shopping center or apartment complex within its boundaries to regulate the parking of automobiles and traffic at such areas.

The Villa Park Police Department and Village Hall have received numerous parking complaints, over the years, from business owners and residents in regards to vehicles who park in their respective lots who are not customers of the business nor are they visitors in an apartment complex. Village Attorney has drawn up agreements between the Village and business owners for six (6) businesses in the 100-200 block of East North Avenue to enforce parking lot violators who do not honor that business. The six (6) businesses are listed in the proposed Ordinance and have signed the agreements. The Villa Park Police Department would immediately begin a campaign of educating the public and have a brief grace period to issue parking violation warnings to help address the violations that are most prevalent in this area.

STAFF RECOMMENDATION

Staff recommends approval of the proposed Ordinance approving agreements to enforce use restrictions of parking areas.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, APPROVING AGREEMENTS TO ENFORCE USE RESTRICTIONS OF PARKING AREAS

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

WHEREAS, Chapter 11, Section 11-209 of the Illinois Vehicle Code (625 ILCS 5/11-209) authorizes and empowers any municipality to contract with any commercial and industrial facility, shopping center or apartment complex within its boundaries to regulate the parking of automobiles and traffic at such areas; and,

WHEREAS, the following business owners have requested assistance from the Village pursuant to Section 11-209 of the Illinois Vehicle Code in prohibiting the parking of automobiles by persons not visitors or customers to their respective businesses and regulating traffic at their respective parking areas:

1. Midland Plumbing and Sewer Services, In., 187 E. North Avenue, Villa Park;
2. Atomic Transmissions, 100 E. North Avenue, Villa Park;
3. Supreme Lobster, 220 E. North Avenue;
4. Crazy Pour Sports Bar, 105 E. North Avenue, Villa Park;
5. Target Store, 50 E. North Avenue, Villa Park; and,
6. Ultimate Cigar and Hookah Lounge, 137 E. North Avenue, Villa Park.

WHEREAS, the President and Board of Trustees of the Village are prepared to provide such assistance in the parking areas of the aforesaid businesses pursuant to the Agreements attached hereto.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, that the following Agreements are hereby approved:

1. Agreement with the Village of Villa Park to Enforce Use Restrictions of Parking Areas for 187 E. North Avenue, Villa Park, Illinois.
2. Agreement with the Village of Villa Park to Enforce Use Restrictions of 100 East North Avenue, Villa Park, Illinois.
3. Agreement with the Village of Villa Park to Enforce Use Restrictions for 220 East North Avenue, Villa Park, Illinois.
4. Agreement with the Village of Villa Park to Enforce Use Restrictions of Parking Areas for 105 East North Avenue, Villa Park, Illinois.
5. Agreement with the Village of Villa Park to Enforce Use Restrictions of Parking Areas for 50 East North Avenue, Villa Park, Illinois.
6. Agreement with the Village of Villa Park to Enforce Parking Restrictions for 137 East North Avenue, Villa Park, Illinois.

The Villa Park Police Department is hereby authorized to enforce the terms of the

aforesaid Agreements as violations of the Villa Park Municipal Code.

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

PASSED this ____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED by me, as Village President of the Village of Villa Park, DuPage County, Illinois, this _____ day of _____, A.D. 2021.

_____
Village President

Attest:

_____
Village Clerk

THIS DOCUMENT PREPARED BY:
KATHLEEN FIELD ORR
LAW OFFICE
2024 Hickory Road
Suite 205
Homewood, Illinois 60430

Recorder's Use Only:

AGREEMENT WITH THE VILLAGE OF VILLA PARK TO ENFORCE USE RESTRICTIONS OF PARKING AREAS

Village of Villa Park
County of DuPage
State of Illinois

AGREEMENT WITH THE VILLAGE OF VILLA PARK TO ENFORCE USE RESTRICTIONS OF PARKING AREAS

The undersigned being the owner/lessee or manager of the parking area located at 187 E North Ave, Villa Park Illinois, legally described on *Exhibit A* attached hereto (the "*Parking Area*"), hereby authorizes the Villa Park Police Department to regulate and enforce the parking of motor vehicles and traffic at the Parking Area as set forth in Chapter 15 of the Villa Park Municipal Code and Section 11-209 of the Illinois Motor Vehicle Code (625 ILCS 5/11-209).

Dated this 14 day of April, 2021.

Owner/Lessee or Parking Area Manager

Midland Plumbing

Subscribed and *Sworn* to before me this 14 day of April, 2021.

Notary Public

JEFFREY B. RUNGE
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Sep 17, 2024

THIS DOCUMENT PREPARED BY:
KATHLEEN FIELD ORR
LAW OFFICE
2024 Hickory Road
Suite 205
Homewood, Illinois 60430

Recorder's Use Only:

AGREEMENT WITH THE VILLAGE OF VILLA PARK TO ENFORCE USE RESTRICTIONS OF PARKING AREAS

Village of Villa Park
County of DuPage
State of Illinois

AGREEMENT WITH THE VILLAGE OF VILLA PARK TO ENFORCE USE RESTRICTIONS OF PARKING AREAS

The undersigned being the owner/lessee or manager of the parking area located at 100 E North Ave, Villa Park Illinois, legally described on *Exhibit A* attached hereto (the "*Parking Area*"), hereby authorizes the Villa Park Police Department to regulate and enforce the parking of motor vehicles and traffic at the Parking Area as set forth in Chapter 15 of the Villa Park Municipal Code and Section 11-209 of the Illinois Motor Vehicle Code (625 ILCS 5/11-209).

Dated this 12 day of April, 2021.

Owner/Lessee or Parking Area Manager

Atomic Transmissions

Subscribed and *Sworn* to
before me this 12th day
of April, 2021.

Notary Public

JEFFREY B. RUNGE
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Sep 17, 2024

THIS DOCUMENT PREPARED BY:
KATHLEEN FIELD ORR
LAW OFFICE
2024 Hickory Road
Suite 205
Homewood, Illinois 60430

Recorder's Use Only:

AGREEMENT WITH THE VILLAGE OF VILLA PARK TO ENFORCE USE RESTRICTIONS OF PARKING AREAS

Village of Villa Park
County of DuPage
State of Illinois

AGREEMENT WITH THE VILLAGE OF VILLA PARK TO ENFORCE USE RESTRICTIONS OF PARKING AREAS

The undersigned being the owner/lessee or manager of the parking area located at 220 EAST NORTH AVE, Villa Park IL 60181, Villa Park Illinois, legally described on *Exhibit A* attached hereto (the "*Parking Area*"), hereby authorizes the Villa Park Police Department to regulate and enforce the parking of motor vehicles and traffic at the Parking Area as set forth in Chapter 15 of the Villa Park Municipal Code and Section 11-209 of the Illinois Motor Vehicle Code (625 ILCS 5/11-209).

Dated this 12 day of April, 2021.

Owner/Lessee or Parking Area Manager

Supreme Lobster

Subscribed and *Sworn* to before me this 12th day of April, 2021.

Notary Public

JEFFREY B. RUNGE
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Sep 17, 2024

THIS DOCUMENT PREPARED BY:
KATHLEEN FIELD ORR
LAW OFFICE
2024 Hickory Road
Suite 205
Homewood, Illinois 60430

Recorder's Use Only:

AGREEMENT WITH THE VILLAGE OF VILLA PARK TO ENFORCE USE RESTRICTIONS OF PARKING AREAS

Village of Villa Park
County of DuPage
State of Illinois

AGREEMENT WITH THE VILLAGE OF VILLA PARK TO ENFORCE USE RESTRICTIONS OF PARKING AREAS

The undersigned being the owner/lessee or manager of the parking area located at 105 E North Ave, Villa Park Illinois, legally described on *Exhibit A* attached hereto (the "*Parking Area*"), hereby authorizes the Villa Park Police Department to regulate and enforce the parking of motor vehicles and traffic at the Parking Area as set forth in Chapter 15 of the Villa Park Municipal Code and Section 11-209 of the Illinois Motor Vehicle Code (625 ILCS 5/11-209).

Dated this 12 day of April, 2021.

Owner/Lessee or Parking Area Manager

Crazy Pour + OTB

Subscribed and *Sworn* to
before me this 12th day
of April, 2021.

Notary Public

JEFFREY B. RUNGE
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Sep 17, 2024

THIS DOCUMENT PREPARED BY:
KATHLEEN FIELD ORR
LAW OFFICE
2024 Hickory Road
Suite 205
Homewood, Illinois 60430

Recorder's Use Only:

AGREEMENT WITH THE VILLAGE OF VILLA PARK TO ENFORCE USE RESTRICTIONS OF PARKING AREAS

Village of Villa Park
County of DuPage
State of Illinois

AGREEMENT WITH THE VILLAGE OF VILLA PARK TO ENFORCE USE RESTRICTIONS OF PARKING AREAS

The undersigned being the owner/lessee or manager of the parking area located at 50 E. North Ave, Villa Park Illinois, legally described on *Exhibit A* attached hereto (the "*Parking Area*"), hereby authorizes the Villa Park Police Department to regulate and enforce the parking of motor vehicles and traffic at the Parking Area as set forth in Chapter 15 of the Villa Park Municipal Code and Section 11-209 of the Illinois Motor Vehicle Code (625 ILCS 5/11-209).

Dated this 12 day of April, 2021.

Owner/Lessee or Parking Area Manager

Joe Lombardo

Target Store

Subscribed and *Sworn* to before me this 12th day of April, 2021.

Notary Public

JEFFREY B. RUNGE
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Sep 17, 2024

THIS DOCUMENT PREPARED BY:
KATHLEEN FIELD ORR
LAW OFFICE
2024 Hickory Road
Suite 205
Homewood, Illinois 60430

Recorder's Use Only:

AGREEMENT WITH THE VILLAGE OF VILLA PARK TO ENFORCE USE RESTRICTIONS OF PARKING AREAS

Village of Villa Park
County of DuPage
State of Illinois

AGREEMENT WITH THE VILLAGE OF VILLA PARK TO ENFORCE USE RESTRICTIONS OF PARKING AREAS

The undersigned being the owner/lessee or manager of the parking area located at 137 E. North Ave, Villa Park Illinois, legally described on *Exhibit A* attached hereto (the "*Parking Area*"), hereby authorizes the Villa Park Police Department to regulate and enforce the parking of motor vehicles and traffic at the Parking Area as set forth in Chapter 15 of the Villa Park Municipal Code and Section 11-209 of the Illinois Motor Vehicle Code (625 ILCS 5/11-209).

Dated this 22 day of APRIL, 2021.

Earl Field

Owner/Lessee or Parking Area Manager
ULTIMATE CIGAR
ULTIMATE LOUNGE

Subscribed and *Sworn* to
before me this 22 day
of APRIL, 2021.

Notary Public

JAMES KRUPICZOWICZ
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Dec 22, 2023

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Consuelo Arguilles
Submitting Department: Community Development
Item Type: Ordinances
Agenda Section: Ordinances

Subject:
An Ordinance Amending Appendix C (Zoning Ordinance) of the Village Municipal Code of the Village of Villa Park, DuPage County, Illinois

Suggested Action:
The proposed zoning text amendments are recommended to Appendix C of the Village Code. The text amendments are proposed to better clarify code requirements, address best practices and/or current development trends, including adding regulations concerning permanent outdoor storage containers. After performing a review and researching best practices, the Community Development Department is recommending the modifications.

Village staff reviewed comments received and performed additional research, including looking at comparable communities, including Addison, Carol Stream, and Lombard. The Planning & Zoning Commission discussed and provided feedback at the February 11, 2021 and April 8, 2021 public hearings. On the April 8, 2021 public hearing, the Planning & Zoning Commission made some minor recommendations to the wording for accessory buildings/structures and permanent storage containers, and unanimously recommended approval of the zoning code amendments with a 7-0 vote.

This item satisfies the Long-Term Strategic Goal "Engage and be proactive in regional planning efforts and activities."

Attachments:
PZ-21-0001 Zoning Text Amendments_VB 04-26-2021.pdf
ORD for Zoning Text Amendments.docx
Draft of P&Z Minutes.pdf

Village of Villa Park

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

TO: Manager Keehner
FROM: Community Development Department
DATE: April 13, 2021
RE: Petition PZ-21-0001 / Village Code Amendments to Zoning Ordinance (Appendix C)

The purpose of this memo is to make recommendations for zoning text amendments to Appendix C of the Village Code. The text amendments are proposed to better clarify code requirements, address best practices and/or current development trends, including adding regulations concerning permanent outdoor storage containers. The Community Development Department and Village Staff performed a review of these codes and researched best practices and is recommending the modifications proposed herein.

The Planning & Zoning Commission discussed and provided feedback at the February 11, 2021. Village staff reviewed comments received and performed additional research, including looking at comparable communities, including Addison, Carol Stream, and Lombard. For your review and consideration, below is list of revised proposed zoning text amendments (shown in red).

Lot Coverage (Article 2 Residential District, Sections 2.3)

Update section 2.3 to include overall lot coverage (versus just the building). This table is the most appropriate section to include overall lot coverage provisions and is easiest to find.

Table 2-3: Lot and Building Regulations (R districts)

Lot Regulation		RS-10	RS-7.5	RD-7.5	RM-9
Ⓐ	Minimum Lot Area (square feet)	10,000	7,500	7,500	9,000
	Minimum Lot Area per Dwelling Unit (square feet)	10,000	7,500	3,750	1,800
Ⓦ	Minimum Lot Width (feet)	65	50	60	50

C	Maximum Lot Coverage (Impervious Site Coverage) (%)	50%	60%	60%	50%
Building Regulations		**RS-10**	**RS-7.5**	**RD-7.5**	**RM-9**
Minimum Building Setbacks					
F	Front Street (feet)	30[1]	30[1]	25[1]	35[1]
S	Side Street (feet)	20	15	15	15
I	Interior Side (feet)	6	6	6	9
R	Rear (feet/% of lot depth, whichever is greater)	40/20	40/20[2]	40/20	40/20
Maximum Building Height (feet)		28	28	28	35

[1] Contextual setback regulations apply to infill development. See 14.1.9.B
[2] On lots more one hundred sixty (160) feet deep, the sum of front and rear setbacks need not exceed fifty (50) percent of lot depth.

Residential Districts (Article 2, Section 2.6 – Other Regulations).

SEC. 2.6. - OTHER REGULATIONS

2.6.1. - Parking

See Article 7

Commented [AC1]: Proposing 50% for RS-10 and RM-9 Districts, which are bigger lots, and 60% for RS-7.5, and RD-7.5 Districts, which have the smallest lot areas - 7,500 sq.ft.. These lots are the smallest and have the most difficulty meeting lot coverage, especially when including a detached garage, which is a code requirement.

Commented [AC2]: Including impervious site coverage provisions from Section 7.8.7.B

Commented [AC3]: Adding reference to permitted obstructions

2.6.2. - Accessory Uses and Structures

See Section 6.10

2.6.3. - Fences and Walls

See Section 6.10

2.6.4. - Home Occupations

See 6.10.6

2.6.5 – Permitted Obstructions

See Section 14.1.9, Table 13-1: Permitted Setback Obstructions/Encroachments)

SEC. 6.10. - ACCESSORY USES AND STRUCTURES

6.10.2. - Residential Accessory Building and Structures

The following regulations govern use and installation of detached accessory buildings and structures in all R districts, except as more specifically regulated in this article.

A. General Requirements:

1. Use: Residential garages and carports in RS Districts primarily intended to address the parking and storage of vehicles owned and operated by the residents of the premises along with limited storage of garden equipment and household items incidental to the principal use.

2. Number allowed per lot:
   a. Only one accessory building is allowed per lot.
   b. Only one attached or detached garage is allowed on any RS-zoned lot.
   c. The maximum number of enclosed accessory structures, such as a shed ~~or gazebo~~, shall not exceed two (2) per zoning lot. Swimming pools and open structures, such as decks and pergolas, are exempt from the total number of accessory structures.
3. Setback/Yard Requirements:
   a. Accessory buildings and structures shall not be constructed in the front yard.
   b. Minimum side and rear setback is three ~~five~~ (~~5~~3) feet.
   c. Accessory buildings or structures must be set back at least ten (10) feet from lot lines abutting a front yard of a building on an adjacent lot. Otherwise,
   d. For purposes of this provision, setbacks are measured from the structure foundation.
4. Separation Between Buildings and Structures:
   a. No detached accessory building and structure may be located closer than ~~five~~ three (~~5~~3) feet to principal structure or from another.

Commented [AC4]: Updating regulations to be consistent with surrounding communities, meet current trends and petitions, and to provide flexibility:

Commented [AC5]: Open structures without walls, such as pergolas, would not count towards max. accessory structure, unless they are enclosed. However, floor area of open structures would count towards lot coverage.

Commented [AC6]: Consistent with garage setbacks

b. Any building or structure permanently attached to the principal structure is no longer considered an accessory structure pursuant to the provisions of this section and shall meet the bulk requirements of the zoning district for principal structures

c. Above ground swimming pools are permitted to attach to a deck if all required rear and side yard setbacks are met and the deck is designed with a gate between the deck and pool and access is provided to the yard from the deck.

d. Pergola support columns shall be located no closer to the principal building than three feet (3').

5. Size:
   a. The exterior dimensions of any garage in an RS district may not exceed eight hundred sixty-four 864 square feet in area or seventy-five (75) percent of the foundation area of the principal building, provided that a garage area of up to five hundred thirty (530) square feet (exterior dimension) is permitted regardless of the size of the principal structure.
   b. Additions to garages for storage purposes shall be permitted provided that the addition is an integral part of the design of the garage, meets all applicable standards for the construction of a garage, and generally matches and adheres to the overall appearance of the garage.
   c. The total area of accessory structures may not exceed two percent (2%) of lot area ~~one hundred forty (140) square feet~~ in exterior dimension.
6. Height Requirements:
   a. The height of a detached garage may not exceed twenty-one (21) feet or the height of the principal dwelling unit, whichever is less. For purposes of this provision, height is measured from the garage floor to the top of the highest structural member.
   b. The height of garage door may not exceed eight (8) feet.
   c. Accessory structures may not exceed ten feet (10').
7. Accessory building and structures may not be located within any public utility easement, whether platted or implied.
8. All accessory buildings and structures must be constructed with eaves, gutters and downspouts that are directed away from adjacent properties.
9. Carports are prohibited except in those cases where a carport is an integral part of an architectural design of an existing or proposed principal building (e.g., porte cochere).

The maximum lot coverage (impervious site coverage) shall not exceed the maximum percentage (%) found in Table 2-3: Lot and Building Regulations (R districts).The residential garage and carport regulations of this subsection apply in RS districts. The regulations are.

B.Duplexes

Garages associated with duplex (two-household) dwellings in RD-7.5 and RM-9 districts may not exceed five hundred twenty-eight (528) square feet in area.

Commented [AC7]: For typical 7,500 lot this would be 150 sq.ft. Bigger lots would allow for bigger accessory structures.

Commented [AC8]: Increasing to 2%, which is more reasonable than 140 sq.ft. Most regulations of adjacent communities more restrictive.

Commented [AC9]: Amend to reference overall lot coverage proposed in residential districts

6.10.3. - Nonresidential Accessory Structures

The following regulations govern use and installation of accessory structures in all districts other than R districts, except as more specifically regulated in this article.

A. Only one accessory building is allowed per lot.

B. The area of the accessory building may not exceed one hundred (100) square feet or one percent of the area of the lot, whichever is greater.

Temporary Uses (Article 6 – Uses, Sec. 6.11. - Temporary Uses)

6.11.2. – Permitted Uses

G.Outdoor seating accessory to a eating or drinking establishment subject to the following supplemental regulation

1. The outdoor seating area must be open to the sky with the exception that it may have a retractable awning, umbrella, or be placed under a building canopy and may contain furniture, including tables, chairs, railings, planters, and other features that are readily movable.
2. The seating may be located on public property or a public right-of-way provided that at least four (4) feet of the public sidewalk remains obstruction-free. If seating is provided on public sidewalk a certificate of insurance with the Village of Villa Park listed as an additional non-contributory insured and a certificate holder is required. The seating may be located on private sidewalks or pedestrian walkways provided that at least four (4) feet of the walkway remains obstruction-free. If alcohol is to be served, a fence or similar barrier must be constructed around the outdoor seating area where liquor is served.
3. The outdoor seating area may be located in a yard or required building setback.
4. The seating may not occupy or interfere with the use of required parking spaces, aisles, driveways, fire lanes or fire exits.
5. The seating may not occupy or interfere with the use of building entrances, exits and pedestrian walkways.
6. Lighting related to the operation of the outdoor seating area must be directed away from adjacent properties to avoid creation of a public nuisance.
7. No entertainment, whether live, recorded or otherwise, is permitted in the outdoor seating area**.** Noise is to comply with the regulations found in Article VI of Chapter 15 – Nuisances
8. The outdoor seating area must be immediately adjacent to the principal building. If the outdoor seating area only includes tables and/or seating immediately adjacent to the exterior wall of the principal building, no fencing is required. If the outdoor seating includes tables and/or seating not immediately adjacent to the exterior wall of the principal building, fencing is required.
9. The outdoor seating area must conform to the approved site plan and be landscaped and/or screened as determined necessary by the community development director.
10. All outdoor seating must be placed on an all-weather hard surface area.
11. All outdoor seating areas must comply with life safety and exit code requirements.
12. An occupancy permit is required prior to the opening of the outdoor seating area. The occupancy permit is valid from March 1 through November 30 and must be renewed annually. All outdoor furniture must be removed within twenty-four (24) hours of permit expiration.

Commented [AC10]: Amending to include noise language consistent with Chapter 15 Article VI– Nuisances and permit outdoor entertainment with restrictions

Commented [AC11]: Adding referenced to Chapter 15 Article VI– Nuisances and permit outdoor entertainment with restrictions

13. Picnic tables located at a park, golf course, or recreation center are not deemed to be "outdoor seating" and are exempt from the regulations of this section.

6.12 Outdoor Storage Containers in Non-Residential Property

A. Temporary outdoor storage containers subject to the following supplemental regulations:

1. A permit is required for any temporary outdoor storage container.
2. There may be no more than one temporary outdoor storage container per property.
3. Stacking of temporary outdoor storage containers is prohibited.
4. The subject property must be occupied by a principal building.
5. No temporary outdoor storage container may remain on the subject property for more than sixty (60) consecutive days per year.
6. Temporary outdoor storage containers may not exceed eight (8) feet in height or cover an area of more than one hundred thirty (130) square feet.
7. Temporary outdoor storage containers must be placed only on a driveway or other hard surface.
8. When placed on the driveway within a front or corner side yard, the container must be located so that pedestrian and vehicular traffic is not obstructed and so that the view of an operator of a motor vehicle entering or exiting a right-of-way is not obstructed.
9. Temporary outdoor storage containers may not be placed on public property or in a location that obstructs traffic visibility.
10. Temporary outdoor storage containers may display no signs other than the name, address and telephone number of the person or firm engaged in the business of renting or otherwise placing the temporary outdoor storage containers.
11. Temporary outdoor storage containers must be maintained in a good state of repair, free from rust, peeling paint and other forms of visible deterioration.
12. Temporary outdoor storage containers may not be used for the storage of hazardous, flammable or toxic materials.
13. Temporary outdoor storage containers may not be used for the purpose of conducting business or selling merchandise.

B. Permanent Outdoor Storage Containers in Non-Residential Property

Shipping containers used for permanent outdoor storage in non-residential property subject to the following supplemental regulations:

1. A permit is required for any permanent outdoor storage container;
2. The subject property is occupied by a principal building;
3. Placed behind the front wall of a principal building;
4. Placed on a paved surface;
5. Placed outside of required side and rear yard setbacks;
6. Stacking of outdoor storage containers is prohibited;
7. ~~—~~Screened from public view with a privacy screen (e.g.fence)~~, ;~~
8. ~~7.~~ ~~L~~landscaping or similar methods~~to be provided to screen from public view~~;
9. ~~8.~~ Does not take up required parking;
10. ~~9.~~ May not be placed on public property or in a location that obstructs traffic visibility;
11. ~~10.~~ May not display any signs, including the name, address and telephone number of the person or firm engaged in the business of renting or otherwise placing the outdoor storage containers.

Commented [AC12]: New Section to address Permanent Outdoor Storage Containers In Non-Residential Property.

Provisions for temporary outdoor storage containers provided in A.

New provisions for permanent outdoor storage containers in provided in B.

Commented [AC13]: H. Moving item up to 1. No change to regulations– included for reference.

Commented [AC14]: New Section to address Permanent Outdoor Storage Containers

Out of 14 communities contacted, received feedback from 5. 2 permit. Others allow only as part of a construction permit:

Lombard – allows on hard surface (concrete or asphalt) and within the buildable area of the lot; or in designated loading berth areas

Highland Park- allows as part of an open construction permit. Otherwise they're not permitted.

Carol Stream - allows as part of an open construction permit. Otherwise they're not permitted.

Elmhurst – allows in commercial property if they meet setbacks and are screened from public view.

~~12.~~11. Must be maintained in a good state of repair, free from rust, peeling paint and other forms of visible deterioration;
~~13.~~12. May not be used for the storage of hazardous, flammable or toxic materials; and
~~14.~~13. May not be used for the purpose of conducting business or selling merchandise out of or within.

Driveway Width (Article 7 – Parking, Section 7.8.4.B)
Driveways in street yards leading to off-street parking areas in rear yards may not exceed twelve (12) feet in width when leading to one parking space or twenty-four (24) feet in width when leading to two (2) or more spaces.

Commented [AC15]: To be consistent with standard width for 2 cars and engineering recommendation

Circular Driveway width (Article 7 – Parking, Section 7.8.5)

A. Circular drives are permitted only on lots with at least seventy-five (75) feet of street frontage.
B. Circular drives may not exceed twelve (12) feet in width, excluding flares, except for that portion of the drive leading to a required off-street parking area.
C. The interior radius of a circular drive must be at least thirty (30) feet.
D. Low-growing evergreen plant material, such as shrubs, must be installed and maintained along the length of the circular drive.

Commented [AC16]: To be consistent with standard width for 1 cars and engineering recommendation

Commented [AC17]: To minimize pavement appearance from road and provide year round screening

Driveway Design (Article 7 – Parking, 7.8.7.)

A. Adequate provisions must be made for the disposal of stormwater so that water will not flow into adjacent property. To keep water runoff on site and prevent runoff towards adjacent properties, new or replacement driveways must meet existing grades along the property line and then slope 1/8-inch to 1/4-inch per foot away from the property line and toward the center of the driveway. Any curbs along driveway must be constructed so as to not dam water on adjacent properties.
B. Maximum lot coverage (impervious site coverage) shall comply with Table 2-3: Lot and Building Regulations (R districts).
C. Residential driveways and parking areas must comply with the surfacing requirements of 7.9.4.
D. All new off-street parking facilities, including driveways, must meet the requirements of this section. Except as otherwise expressly stated in this section, all existing driveways not in conformance with this section must come into conformance at any time that 50% or more of a driveway is surfaced or resurfaced
E. Attached garages may not be converted into a living area unless the required off-street parking spaces are being provided for elsewhere on the lot and the existing driveway in front of the converted area is removed.
F. Driveways may not be designed or constructed in any manner that will interfere with planned or existing parkway or right-of-way improvements or in a way that will create traffic hazards.

Commented [AC18]: Propose to amend to refer to the underlying zoning district's maximum lot coverage/impervious surface. This would be easier to find.

Parking Area Design (Article 7 – Surfacing, 7.9.4.)
All open off-street parking areas and driveways must be improved with all-weather, hard surface pavement consisting of the following minimum specifications:

A. A ~~2.5~~3-inch bituminous concrete surface course on a 4~~six~~ inch compacted ~~crushed stone~~ aggregate base. For replacement driveways, the base material must be inspected for adequate compaction ~~and subsurface drainage~~.

B. A ~~four~~5-inch Portland cement concrete (P.C.C.) surface on a four-inch thick compacted ~~crushed stone~~aggregate base. For replacement driveways, the base material must be inspected for adequate compaction ~~and subsurface drainage~~.
C. Concrete ribbon strips are permitted only if constructed of concrete in accordance with all applicable village regulations.
D. Brick paver or block driveways and parking areas are permitted if construction is done in accordance with the manufacturer's specifications.
E. The placement of granular fill or other non all-weather parking surface is prohibited. This provision is not intended to prohibit the continued use and maintenance of any existing non all-weather surface.

Article 11, Section 11.3.13. - Effective Period of Planned Unit Development

A. The planned unit development shall be constructed in a timely manner. The planned unit development shall be subject to revocation under the following conditions:
    1. Final site plan approval does not occur within twelve (12) months from the date of approval of the PUD development plan of a planned unit development.
    2. Construction does not commence and proceed within three (3) years from the date of approval of the PUD site plan of a planned unit development. Community Development Director to consider allowing construction to commence and proceed for a period time exceeding three (3) year from PUD approval when deemed necessary, including in instances when there have been a change of owner, so long as the development plan is consistent the approved PUD development.
    3. The Director of Community Development Director or village board may extend the time limits for site plan approval for no more than two (2) 12-month periods. Commencement for construction may also be extended by the village board in one year increments.
B. The village board may initiate or the owner of the parcel of land on which the planned unit development is to be constructed may apply for the revocation of the planned unit development. The owner shall be notified, in writing, at least thirty (30) days prior to the village board's consideration of the revocation if initiated by the village board.
C. The village board shall consider, but not be limited to, the following standards in the review of the status of the project construction to determine whether there is reasonable cause for delay:
    1. The original program of development with regard to market demand for the components included in the PUD site plan;
    2. Conditions in the real estate finance market;
    3. General economic conditions in the local area, state or region;
    4. The ability and purposefulness of development operations for the planned unit development; and
    5. Laws, ordinances or other regulations that may have affected timely development of the project.
D. Upon consideration of the findings by the village board regarding the standards in subsection C of this section, the village board shall decide whether:
    1. To revoke the PUD site plans for portions of the planned unit development for which construction has not begun;
    2. To extend the time allotted for construction to commence based upon a revised schedule of construction; or
    3. To require special changes in the PUD development plan as a condition of a time extension, whereby such changes shall be deemed a "major change" to the planned unit development.

Commented [AC19]: Per Village Engineer's recommendation.

Commented [AC20]: Amend to allow for the Director of CD to make interpretation for construction to commence and proceed for a period exceed 3 years so that a a new PUD is not needed so long as development plans are consistent with former PUD approval.

Commented [AC21]: In an effort to be development friendly and encourage development. To take into account unusual circumstances such as a pandemic and economic downturn.

E. Upon revocation of a planned unit development, the parcel of land shall conform to the permitted uses and other regulations of the underlying zoning district of which it is a special use unless an amendment or other special use is initiated by the village board or is applied for by the owner of the parcel of land on which the planned unit development was to be constructed and granted by the village board.

Any proposed development is subject to meeting these standards and Community Development subject to staff approval, including CD, PW, and Village Engineer.

ADMINISTRATIVE ADJUSTMENTS (Sec. 11.6.)

11.6.1. - Intent

These administrative adjustments procedures are intended to provide a streamlined approval procedure for very minor forms of zoning relief. While typical variations require final decision-making by the planning and zoning commission, the community development director is authorized to approve a select, limited number of administrative adjustments without a public hearing, as identified in this section.

11.6.2. - Authorized Administrative Adjustments

A. The community development director is authorized to grant the following administrative adjustments:
   1. A reduction of the minimum required lot area by up to ten (10) percent;
   2. A reduction of the minimum required lot width by up to ten (10) percent;
   3. A reduction of minimum required (interior) side setbacks by up to ten (10) percent or one (1) foot, whichever is less;
   4. A reduction of minimum required rear setbacks by up to ten (10) percent of two (2) feet, whichever is less;
   5. A reduction of minimum required motor vehicle off-street parking or loading requirements by up to ten (10) percent or one space, whichever is greater; and
   6. A reduction of minimum bicycle parking space requirements by up to twenty-five (25) percent or two (2) spaces, whichever is greater.
   7. Adjustments to MX district building types defined in Article 4.

B. The administrative adjustment provisions may not be used to vary, modify or otherwise override a condition of approval or requirement imposed by an authorized village decision-making body or the state or federal government.

11.6.3. - Authority to File

Administrative adjustment applications may be filed by the subject property owner or by the property owner's authorized agent.

11.6.4. - Application Filing

Complete applications for administrative adjustments must be filed with the community development director.

11.6.5. - Review

Within seven (7) business days of receipt of a complete application for an administrative adjustment, the community development director will review with Village Departments and take action on the application.

11.6.6. - Action by Community Development Director

A. The community development director must review each application for an administrative adjustment and act to approve the application, approve the application with conditions or

deny the application. Alternatively, the community development director is authorized to refer the application to the planning and zoning commission for consideration as a variation.

B. The community development director may not take final action to approve or deny an administrative adjustment application until at least seven (7) days after application has been reviewed by Village Departments.
C. The community development director's decision to approve or deny an administrative adjustment must be based on the approval criteria and standards of 11.6.7 and accompanied by written findings of fact.
D. The applicant may appeal a decision to deny an administrative adjustment to the planning and zoning commission. In the case of an appeal, the planning and zoning commission must consider the request as a variation. No additional fees are required other than fees to cover the cost of required notice of the planning and zoning commission's public hearing.
E. At least once per calendar year, the community development director must provide to the planning and zoning commission a listing of all administrative adjustment decisions.

Commented [AC22]: Clean up item - administrative adjustment permitted per current code and don't require public hearing. Should not require public notice.

Consistent with similar suburban municipalities that allow administrative adjustments - subject to CD review versus VB

FIG11-6-6



11.6.7. - Review and Approval Criteria

Administrative adjustments may be approved only when the community development director determines that any specific standards associated with the authorized administrative adjustment and the following general approval criteria have been met:

A. The requested administrative adjustment is consistent with all relevant purpose and intent statements of this zoning ordinance;
B. The requested administrative adjustment will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare; and
C. Any adverse impacts resulting from the administrative adjustment will be mitigated to the maximum extent feasible.

11.6.8. - Conditions of Approval

In granting an administrative adjustment, the community development director is authorized to impose conditions upon the subject property that are necessary to reduce or minimize any potentially adverse impacts on other property in the surrounding area, and to carry out the stated purpose and intent of this zoning ordinance.

11.6.9. - Transferability
Approved administrative adjustments run with the land and are not affected by changes of tenancy or ownership.

11.6.10. - Amendments
A request for changes in the specific nature of the approved administrative adjustment or changes to any conditions attached to an approved administrative adjustment must be processed as a new administrative adjustment application, including the requirements for fees and notices.

11.6.11. - Lapse of Approval

A. An approved administrative adjustment will lapse and have no further effect twelve (12) months after it is approved by the community development director, unless:
    1. A building permit has been issued (if required); or
    2. The use or structure has been lawfully established.
B. An administrative adjustment also lapses upon revocation of a building permit or a certificate of occupancy for violations of conditions of approval or upon expiration of a building permit to carry out the work authorized by the administrative adjustment.

11.6.12. - Appeals
The applicant or any interested party may appeal the decision of the community development director in accordance with Sec. 11.7.

Private Side Walk Width (Article 14 – Measurements and Definitions, Section 14.1.9, Table 13-1: Permitted Setback Obstructions/Encroachments)

Table 13-1: Permitted Setback Obstructions/Encroachments

Commented [AC23]: Add maximum 5' sidewalk width to Table 13-1 Permitted Setback Obstructions/Encroachments.

	Street (Front or Side)	**Interior Side**	**Rear**
Air conditioners, window	Yes	Yes	Yes
Air conditioning condensers	No	Yes [1]	Yes
Arbors and trellises, detached	No	No	Yes
Arbors and trellises, attached	Yes	Yes	Yes
Awnings and canopies, attached	Yes [2]	Yes [2]	Yes [2]
Balconies, open	Yes	No	Yes
Basketball goal and net	Yes [3]	No	Yes
Bay windows	Yes [4]	Yes [4] [5]	Yes [4]

	Street (Front or Side)	**Interior Side**	**Rear**
Carports (See also 6.10.4)	No	No	Yes
Chimneys, attached	Yes	Yes [5] [6]	Yes [6]
Clotheslines	No	No	Yes
Compost container	No	No	Yes
Decks, open - no more than 4 feet above ground level	No	No	Yes [2][7]
Dog run or pet enclosure (See also 6.10.5)	No	No	Yes
Driveways	Yes	Yes	Yes
Eaves, sills, cornices, gutters or downspout	Yes [8]	Yes [6]	Yes [8]
Fences, walls, or hedges (See also Sec. 9.2)	Yes	Yes	Yes
Fireplace, fire pit or permanent grill/barbecue structure	No	No	Yes
Firewood	No	Yes [6]	Yes
Flagpole	Yes	Yes	Yes
Garages, detached (See also 6.10.4)	No	Yes	Yes
Gardens (vegetable) and garden structures including cold frames, hoop houses and greenhouses	No	Yes	Yes
Geothermal heat pumps	No	No	Yes
Lawn furnishings, such as benches, sundials, porch swings, bird baths, and similar non-permanent architectural features	Yes	Yes	Yes
Light standards, ornamental	Yes	Yes	Yes
Parking, off-street (See also Article 7)	Yes	Yes	Yes

	Street (Front or Side)	**Interior Side**	**Rear**
Patios, terraces, open - no more than 4 feet above ground level	No	No [5]	Yes
Ponds and waterfalls	No	No	Yes
Porches, open	Yes [2]	No	No
Private service walks up to (5) feet wide unless connecting to existing sidewalks which are wider in which case the width shall be the same as the existing sidewalk.)	Yes	Yes	Yes
Rain barrel or rainwater collection device	No	Yes	Yes
Recreational, playground equipment and playhouses	No	No	Yes
Refuse containers	No	Yes	Yes
Satellite receiving antenna (See also 6.10.8)	No	No	Yes
Sheds (See also Sec. 6.10)	No	Yes	Yes
Solar energy equipment, building-mounted	Yes	Yes	Yes
Solar energy equipment, ground-mounted	No	No	Yes
Stairways or steps, open	Yes	Yes	Yes
Sump pump discharge pipe extensions	Yes	No	Yes
Swimming pools and sports courts	No	No	Yes [5]
Swing sets	No	No	Yes
Television or radio towers or antennas (See also 6.10.10)	No	No	Yes
Tennis courts, other paved recreational areas	No	No	Yes
Trees, shrubs, ground cover and flowers	Yes	Yes	Yes

Commented [AC24]: "Private service walks" permitted obstructions in Street, Interior Side, and Rear, but no width indicated. Practice has been to allow up to 5'.

Follow up with modification to Sec. 21-205, Chapter 21 – Streets and Sidewalks in public R.O.W – from Min 4.5' to 5'.Include up to 5' to be consistent with Village practice and engineering recommendation

	Street (Front or Side)	Interior Side	Rear
Treehouse	No	No	Yes
Wheelchair ramp or accessibility feature	Yes	Yes	Yes

Definitions (Article 14 – Measurements and Definitions)

14.1.8. - Lot Coverage

Lot coverage is measured as the total cumulative area of a lot that is covered by impervious surface, including all principal and accessory buildings and structures on the lot, as measured at the point where such buildings and structures meet the ground (i.e., building footprint).

14.2.13. - Words and Terms Beginning with "I"

A. Impervious Site Coverage: The percentage of a lot developed with principal or accessory structures and impervious surfaces, such as driveways, sidewalks, patios, wooden or composite planked decks with impervious area underneath, and swimming pools. Ponded water shall be considered impervious area (at its normal water elevation), but vegetated wetlands or constructed wetland basins shall not be considered impervious area.

14.2.22. - Words and Terms Beginning with "S"

A. Screen: A method of reducing visual impacts through the use of plant materials, berms, fences and/or walls or any combination of such features
B. Screening: Structures, such as an attractive fence consisting of cedar slats or redwood boards, or equal, and landscaping maintained for the purpose of concealing areas from view on a year-round basis.
C. Semi-pervious surface: ~~Also referred to as semi-pervious material.~~ A material that allows for at least forty (40) percent absorption of water into the ground or plant material, such as pervious pavers, permeable asphalt and concrete, other permeable surfaces (must be installed according to manufacturer's specifications to achieve permeability), or graveled surfaces used for landscaping or storage of materials may be counted only 60% impervious provided aggregate gradation has a high porosity~~gravel~~. ~~The determination of whether a surface is impervious, semi-pervious, or pervious shall be determined by the Director of Public Works.~~

   ~~Permeable pavers, porous concrete, or porous asphalt, installed per manufacturer's specifications should be considered 100% pervious for the purposes of stormwater runoff and lot coverage calculations. Gravel areas used for the storage of materials should be considered 60% impervious.~~

~~G.~~D. Setback: An open, unobstructed area that is required to be provided by this zoning ordinance (see also 14.1.9.).
~~H.~~E. Shed, storage: A detached accessory structure used or intended to use for the storage of garden equipment and household items incidental to the principal use.
~~I.~~F. Shipping Shipping container is a standard reusable vessel, designed without an axle or wheels which was:

Commented [AC25]: Clarifying. Amend to include all impervious surface versus just buildings and structures. Will be consistent with Impervious Site Coverage found in Sec. 14.2.13

Commented [AC26]: Clarifying. Amend to better define and address commonly questions received from public.

Commented [AC27]: Consistent with DuPage County definition of Impervious Area.

Commented [AC28]: Adding shipping container definition & Amending semi-pervious surface definition.

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Commented [AC29]: Clarifying. Amending to be consistent with past practice and engineering reviews.

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Commented [AC30]: Clarifying. Amending to be consistent with past practice and engineering reviews

1. Originally, specifically, or formerly designed for or used in the packing, cargo, movement or transportation of freight, articles, goods or commodities, and/or
2. Designed for/or capable of being mounted or moved on a rail car, truck trailer or loaded on a ship.

~~J.~~G. Shrub: A woody plant, smaller than a tree, that consists of a number of small stems from the ground or small branches near the ground. May be deciduous or evergreen.

~~K.~~H. Shrub, low: Any shrub that attains a mature height of four (4) feet or less when left unpruned

~~L.~~I. Shrub, tall: Any shrub that attains a mature height of more than four (4) feet when left unpruned.

~~M.~~J. Sign-related definitions: See Sec. 8.12 for all sign-related definitions.

~~N.~~K. Single ownership: Ownership by an individual, partnership, corporation, cooperative or condominium having control over exterior maintenance of buildings and grounds.

~~O.~~L. Smoke: The visible discharge from a chimney, stack, vent, exhaust or combustion process that is made up of particulate matter.

~~P.~~M. Smoke unit: The number obtained when the smoke density in the Ringelmann Number is multiplied by the time of emission in minutes. For the purpose of this calculation:
1. A Ringelmann density reading shall be made at least once a minute during the period of observation;
2. Each reading is then multiplied by the time in minutes during which it is observed; and
3. The various products are then added together to give the total number of smoke units observed during the entire observation period.

~~Q.~~N. Specified anatomical areas: (a) less than completely and opaquely covered: human genitals, pubic region, buttock or female breast below a point immediately above the top of the areola; or (b) human male genitals in a discernibly turgid state, even if completely and opaquely covered.

~~R.~~O. Specified sexual activities: (a) human genitals in a state of sexual stimulation or arousal; (b) Acts of human masturbation, sexual intercourse or sodomy; or (c) fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

~~S.~~P. Solar Energy System: A system intended to convert solar energy into thermal, mechanical or electrical energy.
1. Solar Energy System, Building-Integrated: A solar energy system that is an integral part of a principal or accessory building, rather than a separate mechanical device, replacing or substituting for an architectural or structural part of the building. Building-integrated systems include, but are not limited to, photovoltaic or hot water systems that are contained within roofing materials, windows, skylights, shading devices and similar architectural components.
2. Solar Energy System, Structure-Mounted: A solar energy system that is mounted on the façade or roof of either a principal or accessory structure.
3. Solar Energy System, Flush-Mounted: A solar energy system that is mounted flush with a finished building surface, at no more than six (6) inches in height above that surface.
4. Solar Energy System, Ground-Mounted: A solar energy system mounted on the ground and not attached to any other structure other than structural supports.

~~T.~~Q. Solar Panel: A group of photovoltaic cells assembled on a panel. Panels are assembled on-site into solar arrays.

~~U.~~R. Street: All property dedicated or intended for public or private street, highway, freeway or roadway purposes or subject to easements therefor.

~~V.~~S. Story: That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it or, if there be no floor above it, then the space between the floor and the ceiling next above it, including a story that has more than three-quarters of its height above grade.

~~W.~~T. Story, ground: Also referred to as ground floor. The first floor of a building that is level to or elevated above the finished grade on the front and corner facades, excluding basements or cellars.

~~X.~~U. Story, half: A space under a sloping roof that has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level, and in which space not more than sixty (60) percent of the floor area is finished off for use, and a story in which more than one-half but not more than three-quarters of its height is above grade.

~~Y.~~V. Street line: A line forming the boundary of the right-of-way of a street.

~~Z.~~W. Street wall: The outer face of any part of a building nearest to and facing on a street, except open steps and terraces. Where the front lot line setback is thirty (30) feet or more, bay windows projecting not more than four (4) feet toward the front lot line, and sun parlors (not a part of any other room), porches and piazzas projecting not more than ten (10) feet toward the front lot line are shall not considered a part of the front street wall, provided no such bay window, sun parlor, porch or piazza exceeds in height the first story of the building of which it is a part.

~~AA.~~X. Structure: Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground or attached to something having a permanent or temporary location on or in the ground, including but without limiting the generality of the foregoing; buildings, advertising signs, backstops for tennis courts, pergolas, and swimming pools; provided, however, that this definition does not include underground tanks for the storage of any type of fuel.

1. Structural alterations: Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any substantial change in the roof or in the exterior walls.

~~BB.~~Y. Swimming pool: Any temporary or permanent artificial pool or receptacle for water installed, constructed or maintained in, on or above the ground (not including those enclosed and located entirely within a dwelling), having a perimeter of more than twenty-five (25) feet and a depth of more than two (2) feet at any point.

~~CC.~~Z. Swimming pool, private residential: Any swimming pool constructed, installed and maintained in or above the ground, outside of a building used as a dwelling unit.

P&Z Recommendation:
On the April 8, 2021 public hearing, the Planning & Zoning Commission made some minor recommendations to the wording for accessory buildings/structures and permanent storage containers, and unanimously recommended approval of the request.

Requested Action
To approve Application PZ-21-0001 for text amendments to the following Table and Articles of Appendix C of the Municipal Code:

- Article 2 Residential District, Section 2.3, Table 2-3- Amending maximum lot coverage
- Article 2 Other Regulations, Section 2.6.5 . – New section to reference permitted obstructions found in Section 14.1.9, Table 13-1
- Article 6 Uses, Section 6.10.2 Residential Accessory Structures – Amending to be consistent with those of surrounding communities, meet current trends and petitions, and to provide for flexibility. Revising setback requirement from 5 feet to 3 feet, increase size from 140 to 2% of lot area, amending to exclude garage from allowable number of accessory structures, and reference overall lot coverage as provided in Table 2-3

- Article 6 Temporary Uses – Section 6.11.2 -– Adding reference to comply with noise language found in Chapter 15, Article VI Nuisances and permit outdoor entertainment with restrictions
- Article 6 Use, Section. 6.12 – New Section to permit outdoor storage containers in non-residential property subject to regulations
- Article 7 Parking, Section 7.8.4.B – Revising driveway width from 22' to 24' when leading to two (2) or more parking spaces
- Article 7 Parking, Section 7.8.5 – Revising circular driveway width from 10' to 12' and amending required landscaping to evergreen along the entire length of circular drive
- Article 7 Parking, Section 7.8.7 – Amending to reference overall lot coverage found in underlying zoning district's maximum lot coverage/impervious surface.
- Article 7 Parking, Section 7.8.7.B-F – Eliminating impervious regulations under this section as proposing to include in the lot and building regulations in Sec. 2.3 Lot Coverage.
- Article 7 Parking Area Design, Surfacing Section 7.9.4 .– Revising per Engineer's recommendation.
- Article 11, Section 11.3.13 Effective Period of Planned Unit Development – Amending to include Director of Community Development review and consideration of previously approved PUD for validity for projects which exceed 3 years from date of approval
- Article 11, Administrative Adjustments, Sec. 11.6.- Clean up item - administrative adjustment permitted per current code and don't require public hearing. Should not require public notice. Consistent with similar suburban municipalities that allow administrative adjustments - subject to Village staff review versus P&Z or VB.
- Article 14 Measurements and Definitions, Section 14.1.8 – Clarifying Lot Coverage Definition
- Article 14 Measurements and Definitions – Section 14.1.9 – Adding maximum 5' sidewalk width
- Article 14 Measurements and Definitions, Section 14.2.13 – Clarifying Impervious Site Coverage
- Article 14 Measurements and Definitions, Section 14.2.22.C– Clarifying semi-pervious surface
- Article 14, Section 14.2.22.F – Adding definition of shipping container

	AYES	NAYS
Planning and Zoning Action: **Majority of quorum**	7	0
Village Board Final Decision Required: **Two-thirds of all member of the Village Board**		

ORDINANCE NO.

**ORDINANCE AMENDING CERTAIN PROVISIONS OF APPENDIX C -
BASIC ZONING ORDINANCE OF THE
VILLA PARK MUNICIPAL CODE**

WHEREAS, The Village of Villa Park is a municipal corporation duly organized and existing under the laws of the State of Illinois; and has previously adopted Appendix C Basic Zoning Ordinance of the Villa Park Municipal Code, and has amended said chapter from time to time; and

WHEREAS, the Village is requesting a text amendment to Appendix C Basic Zoning Ordinance of the Villa Park Municipal Ordinance (the "Zoning Ordinance") as hereinafter set forth (the "Text Amendment"); and,

WHEREAS, Notice of a public hearing on said Text Amendment was published on March 19, 2021 in the Daily Herald, a newspaper having general circulation within the Village, all as required by the State statutes and the ordinances of the Village; and,

WHEREAS, pursuant to said notice, the Planning and Zoning Commission of the Village conducted a public hearing on April 08, 2021 on said Text Amendment in accordance with the State statutes and the ordinances of the Village; and,

WHEREAS, the Planning and Zoning Commission found that the Text Amendment met the standards in Section 11.2 of the Zoning Ordinance and recommended it be granted; and,

WHEREAS, the Village President and Board of Trustees find and hereby declare that it is in the best interests of the Village and its residents to amend certain provisions of the Zoning Ordinance, which are codified in Appendix C of the Municipal Code of the Village, as set forth below;

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

SECTION ONE: The foregoing recitals shall be and are hereby incorporated as findings as if said recitals were fully set forth within this Section One.

SECTION TWO: That Appendix C – Basic Zoning Ordinance of the Villa Park Municipal Code are hereby amended by deleting sections 2.3, 2.6.5, 6.10.2, 6.11.2, 6.12, 7.8.4, 7.8.5, 7.8.7, 7.9.4, 11.3.13, 11.6, 14.1.8, 14.1.9, 14.2.13, and 14.2.22in their entirety and replacing said sections with the following:

SEC. 2.3. - LOT AND BUILDING REGULATIONS

Table 2-3: Lot and Building Regulations (R districts)

Lot Regulation		RS-10	RS-7.5	RD-7.5	RM-9
(A)	Minimum Lot Area (square feet)	10,000	7,500	7,500	9,000
	Minimum Lot Area per Dwelling Unit (square feet)	10,000	7,500	3,750	1,800
(W)	Minimum Lot Width (feet)	65	50	60	50

Ⓒ	Maximum Lot Coverage (Impervious Site Coverage) (%)	50%	60%	60%	50%
Building Regulations		**RS-10**	**RS-7.5**	**RD-7.5**	**RM-9**
Minimum Building Setbacks					
Ⓕ	Front Street (feet)	30[1]	30[1]	25[1]	35[1]
Ⓢ	Side Street (feet)	20	15	15	15
Ⓘ	Interior Side (feet)	6	6	6	9
Ⓡ	Rear (feet/% of lot depth, whichever is greater)	40/20	40/20[2]	40/20	40/20

Maximum Building Height (feet)	28	28	28	35

[1] Contextual setback regulations apply to infill development. See 14.1.9.B

[2] On lots more one hundred sixty (160) feet deep, the sum of front and rear setbacks need not exceed fifty (50) percent of lot depth.

SEC. 2.6. - OTHER REGULATIONS

2.6.1. - Parking

See Article 7

2.6.2. - Accessory Uses and Structures

See Section 6.10

2.6.3. - Fences and Walls

See Section 6.10

2.6.4. - Home Occupations

See 6.10.6

2.6.5 – Permitted Obstructions

See Section 14.1.9, Table 13-1: Permitted Setback Obstructions/Encroachments)

SEC. 6.10. - ACCESSORY USES AND STRUCTURES

6.10.2. - Residential Accessory Building and Structures

The following regulations govern use and installation of detached accessory buildings and structures in all R districts, except as more specifically regulated in this article.

A. General Requirements:

1. Use: Residential garages and carports in RS Districts primarily intended to address the parking and storage of vehicles owned and operated by the residents of the premises along with limited storage of garden equipment and household items incidental to the principal use.
2. Number allowed per lot:
    a. Only one accessory building is allowed per lot.
    b. Only one attached or detached garage is allowed on any RS-zoned lot.
    c. The maximum number of enclosed accessory structures, such as a shed, shall not exceed two (2) per zoning lot. Swimming pools and open structures, such as decks and pergolas, are exempt from the total number of accessory structures.
3. Setback/Yard Requirements:
    a. Accessory buildings and structures shall not be constructed in the front yard.
    b. Minimum side and rear setback is three ~~five~~ (~~5~~3) feet.
    c. Accessory buildings or structures must be set back at least ten (10) feet from lot lines abutting a front yard of a building on an adjacent lot.
    d. For purposes of this provision, setbacks are measured from the structure foundation.
4. Separation Between Buildings and Structures:
    a. No detached accessory building and structure may be located closer than ~~five~~ three (~~5~~3) feet to principal structure or from another.
    b. Any building or structure permanently attached to the principal structure is no longer considered an accessory structure pursuant to the provisions of this section and shall meet the bulk requirements of the zoning district for principal structures.
    c. Above ground swimming pools are permitted to attach to a deck if all required rear and side yard setbacks are met and the deck is designed with a gate between the deck and pool and access is provided to the yard from the deck.
    d. Pergola support columns shall be located no closer to the principal building than three feet (3').
5. Size:
    a. The exterior dimensions of any garage in an RS district may not exceed eight hundred sixty-four 864 square feet in area or seventy-five (75) percent of the foundation area of the principal building, provided that a garage area of up to five hundred thirty (530) square feet (exterior dimension) is permitted regardless of the size of the principal structure.
    b. Additions to garages for storage purposes shall be permitted provided that the addition is an integral part of the design of the garage, meets all applicable standards for the construction of a garage, and generally matches and adheres to the overall appearance of the garage.
    c. The total area of accessory structures may not exceed two percent (2%) of lot area ~~one hundred forty (140) square feet~~ in exterior dimension.

6. Height Requirements:
    a. The height of a detached garage may not exceed twenty-one (21) feet or the height of the principal dwelling unit, whichever is less. For purposes of this provision, height is measured from the garage floor to the top of the highest structural member.
    b. The height of garage door may not exceed eight (8) feet.
    c. Accessory structures may not exceed ten feet (10').
7. Accessory building and structures may not be located within any public utility easement, whether platted or implied.
8. All accessory buildings and structures must be constructed with eaves, gutters and downspouts that are directed away from adjacent properties.
9. Carports are prohibited except in those cases where a carport is an integral part of an architectural design of an existing or proposed principal building (e.g., porte cochere).

The maximum lot coverage (impervious site coverage) shall not exceed the maximum percentage (%) found in Table 2-3: Lot and Building Regulations (R districts).The residential garage and carport regulations of this subsection apply in RS districts. The regulations are.

B. Duplexes

Garages associated with duplex (two-household) dwellings in RD-7.5 and RM-9 districts may not exceed five hundred twenty-eight (528) square feet in area.

6.10.3. - Nonresidential Accessory Structures

The following regulations govern use and installation of accessory structures in all districts other than R districts, except as more specifically regulated in this article.

A. Only one accessory building is allowed per lot.
B. The area of the accessory building may not exceed one hundred (100) square feet or one percent of the area of the lot, whichever is greater.

SEC. 6.11.2. - Permitted Uses

G. Outdoor seating accessory to a eating or drinking establishment subject to the following supplemental regulations:

1. The outdoor seating area must be open to the sky with the exception that it may have a retractable awning, umbrella, or be placed under a building canopy and may contain

furniture, including tables, chairs, railings, planters, and other features that are readily movable.

2. The seating may be located on public property or a public right-of-way provided that at least four (4) feet of the public sidewalk remains obstruction-free. If seating is provided on public sidewalk a certificate of insurance with the Village of Villa Park listed as an additional non-contributory insured and a certificate holder is required. The seating may be located on private sidewalks or pedestrian walkways provided that at least four (4) feet of the walkway remains obstruction-free. If alcohol is to be served, a fence or similar barrier must be constructed around the outdoor seating area where liquor is served.
3. The outdoor seating area may be located in a yard or required building setback.
4. The seating may not occupy or interfere with the use of required parking spaces, aisles, driveways, fire lanes or fire exits.
5. The seating may not occupy or interfere with the use of building entrances, exits and pedestrian walkways.
6. Lighting related to the operation of the outdoor seating area must be directed away from adjacent properties to avoid creation of a public nuisance.
7. No entertainment, whether live, recorded or otherwise, is permitted in the outdoor seating area**.** Noise is to comply with the regulations found in Article VI of Chapter 15 – Nuisances.
8. The outdoor seating area must be immediately adjacent to the principal building. If the outdoor seating area only includes tables and/or seating immediately adjacent to the exterior wall of the principal building, no fencing is required. If the outdoor seating includes tables and/or seating not immediately adjacent to the exterior wall of the principal building, fencing is required.
9. The outdoor seating area must conform to the approved site plan and be landscaped and/or screened as determined necessary by the community development director.
10. All outdoor seating must be placed on an all-weather hard surface area.
11. All outdoor seating areas must comply with life safety and exit code requirements.
12. An occupancy permit is required prior to the opening of the outdoor seating area. The occupancy permit is valid from March 1 through November 30 and must be renewed annually. All outdoor furniture must be removed within twenty-four (24) hours of permit expiration.
13. Picnic tables located at a park, golf course, or recreation center are not deemed to be "outdoor seating" and are exempt from the regulations of this section.

SEC. 6.12. Outdoor Storage Containers in Non-Residential Property

A. Temporary outdoor storage containers in non-residential property subject to the following supplemental regulations:

1. A permit is required for any temporary outdoor storage container.
2. There may be no more than one temporary outdoor storage container per property.
3. Stacking of temporary outdoor storage containers is prohibited.
4. The subject property must be occupied by a principal building.
5. No temporary outdoor storage container may remain on the subject property for more than sixty (60) consecutive days per year.
6. Temporary outdoor storage containers may not exceed eight (8) feet in height or cover an area of more than one hundred thirty (130) square feet.

7. Temporary outdoor storage containers must be placed only on a driveway or other hard surface.
8. When placed on the driveway within a front or corner side yard, the container must be located so that pedestrian and vehicular traffic is not obstructed and so that the view of an operator of a motor vehicle entering or exiting a right-of-way is not obstructed.
9. Temporary outdoor storage containers may not be placed on public property or in a location that obstructs traffic visibility.
10. Temporary outdoor storage containers may display no signs other than the name, address and telephone number of the person or firm engaged in the business of renting or otherwise placing the temporary outdoor storage containers.
11. Temporary outdoor storage containers must be maintained in a good state of repair, free from rust, peeling paint and other forms of visible deterioration.
12. Temporary outdoor storage containers may not be used for the storage of hazardous, flammable or toxic materials.
13. Temporary outdoor storage containers may not be used for the purpose of conducting business or selling merchandise.

B. Permanent Outdoor Storage Containers in Non-Residential Property

Shipping containers used for permanent outdoor storage in non-residential property subject

to the following supplemental regulations:

1. A permit is required for any permanent outdoor storage container;
2. The subject property is occupied by a principal building;
3. Placed behind the front wall of a principal building;
4. Placed on a paved surface;
5. Placed outside of required side and rear yard setbacks;
6. Stacking of outdoor storage containers is prohibited;
7. Screened from public view with a privacy screen (e.g.fence), landscaping or similar methods;
8. Does not take up required parking;
9. May not be placed on public property or in a location that obstructs traffic visibility;
10. May not display any signs, including the name, address and telephone number of the person or firm engaged in the business of renting or otherwise placing the outdoor storage containers;:
11. Must be maintained in a good state of repair, free from rust, peeling paint and other forms of visible deterioration;
12. May not be used for the storage of hazardous, flammable or toxic materials; and
13. May not be used for the purpose of conducting business or selling merchandise out of or within.

7.8.4. - Width

Driveways in street yards leading to off-street parking areas in rear yards may not exceed twelve (12) feet in width when leading to one parking space or twenty-four (24) feet in width when leading to two (2) or more spaces.

7.8.5. - Circular Drives

A. Circular drives are permitted only on lots with at least seventy-five (75) feet of street frontage.
B. Circular drives may not exceed twelve (12) feet in width, excluding flares, except for that portion of the drive leading to a required off-street parking area.
C. The interior radius of a circular drive must be at least thirty (30) feet.
D. Low-growing evergreen plant material, such as shrubs, must be installed and maintained along the length of the circular drive.

7.8.7. - Driveway Design

A. Adequate provisions must be made for the disposal of stormwater so that water will not flow into adjacent property. To keep water runoff on site and prevent runoff towards adjacent properties, new or replacement driveways must meet existing grades along the property line and then slope 1/8-inch to 1/4-inch per foot away from the property line and toward the center of the driveway. Any curbs along driveway must be constructed so as to not dam water on adjacent properties.
B. Maximum lot coverage (impervious site coverage) shall comply with Table 2-3: Lot and Building Regulations (R districts).
C. Residential driveways and parking areas must comply with the surfacing requirements of 7.9.4.
D. All new off-street parking facilities, including driveways, must meet the requirements of this section. Except as otherwise expressly stated in this section, all existing driveways not in conformance with this section must come into conformance at any time that 50% or more of a driveway is surfaced or resurfaced
E. Attached garages may not be converted into a living area unless the required off-street parking spaces are being provided for elsewhere on the lot and the existing driveway in front of the converted area is removed.
F. Driveways may not be designed or constructed in any manner that will interfere with planned or existing parkway or right-of-way improvements or in a way that will create traffic hazards.

7.9.4. – Surfacing

All open off-street parking areas and driveways must be improved with all-weather, hard surface pavement consisting of the following minimum specifications:

A. A 3-inch bituminous concrete surface course on a 4 inch compacted aggregate base. For replacement driveways, the base material must be inspected for adequate compaction.
B. A 5-inch Portland cement concrete (P.C.C.) surface on a four-inch thick compacted aggregate base. For replacement driveways, the base material must be inspected for adequate compaction.
C. Concrete ribbon strips are permitted only if constructed of concrete in accordance with all applicable village regulations.
D. Brick paver or block driveways and parking areas are permitted if construction is done in accordance with the manufacturer's specifications.
E. The placement of granular fill or other non all-weather parking surface is prohibited. This provision is not intended to prohibit the continued use and maintenance of any existing non all-weather surface.

11.3.13. - Effective Period of Planned Unit Development

A. The planned unit development shall be constructed in a timely manner. The planned unit development shall be subject to revocation under the following conditions:
    1. Final site plan approval does not occur within twelve (12) months from the date of approval of the PUD development plan of a planned unit development.
    2. Construction does not commence and proceed within three (3) years from the date of approval of the PUD site plan of a planned unit development. Community Development Director to consider allowing construction to commence and proceed for a period time exceeding three (3) year from PUD approval when deemed necessary, including in instances when there have been a change of owner, so long as the development plan is consistent the approved PUD development.
    3. The Director of Community Development Director or village board may extend the time limits for site plan approval for no more than two (2) 12-month periods. Commencement for construction may also be extended by the village board in one year increments.
B. The village board may initiate or the owner of the parcel of land on which the planned unit development is to be constructed may apply for the revocation of the planned unit development. The owner shall be notified, in writing, at least thirty (30) days prior to the village board's consideration of the revocation if initiated by the village board.
C. The village board shall consider, but not be limited to, the following standards in the review of the status of the project construction to determine whether there is reasonable cause for delay:
    1. The original program of development with regard to market demand for the components included in the PUD site plan;
    2. Conditions in the real estate finance market;
    3. General economic conditions in the local area, state or region;

4. The ability and purposefulness of development operations for the planned unit development; and
5. Laws, ordinances or other regulations that may have affected timely development of the project.

D. Upon consideration of the findings by the village board regarding the standards in subsection C of this section, the village board shall decide whether:
   1. To revoke the PUD site plans for portions of the planned unit development for which construction has not begun;
   2. To extend the time allotted for construction to commence based upon a revised schedule of construction; or
   3. To require special changes in the PUD development plan as a condition of a time extension, whereby such changes shall be deemed a "major change" to the planned unit development.

E. Upon revocation of a planned unit development, the parcel of land shall conform to the permitted uses and other regulations of the underlying zoning district of which it is a special use unless an amendment or other special use is initiated by the village board or is applied for by the owner of the parcel of land on which the planned unit development was to be constructed and granted by the village board.

Any proposed development is subject to meeting these standards and Community Development subject to staff approval, including CD, PW, and Village Engineer.

Sec. 11.6. - ADMINISTRATIVE ADJUSTMENTS

11.6.1. - Intent

These administrative adjustments procedures are intended to provide a streamlined approval procedure for very minor forms of zoning relief. While typical variations require final decision-making by the planning and zoning commission, the community development director is authorized to approve a select, limited number of administrative adjustments without a public hearing, as identified in this section.

11.6.2. - Authorized Administrative Adjustments

A. The community development director is authorized to grant the following administrative adjustments:
   1. A reduction of the minimum required lot area by up to ten (10) percent;

2. A reduction of the minimum required lot width by up to ten (10) percent;
3. A reduction of minimum required (interior) side setbacks by up to ten (10) percent or one (1) foot, whichever is less;
4. A reduction of minimum required rear setbacks by up to ten (10) percent of two (2) feet, whichever is less;
5. A reduction of minimum required motor vehicle off-street parking or loading requirements by up to ten (10) percent or one space, whichever is greater; and
6. A reduction of minimum bicycle parking space requirements by up to twenty-five (25) percent or two (2) spaces, whichever is greater.
7. Adjustments to MX district building types defined in Article 4.

B. The administrative adjustment provisions may not be used to vary, modify or otherwise override a condition of approval or requirement imposed by an authorized village decision-making body or the state or federal government.

11.6.3. - Authority to File

Administrative adjustment applications may be filed by the subject property owner or by the property owner's authorized agent.

11.6.4. - Application Filing

Complete applications for administrative adjustments must be filed with the community development director.

11.6.5. - Review

Within seven (7) business days of receipt of a complete application for an administrative adjustment, the community development director will review with Village Departments and take action on the application.

11.6.6. - Action by Community Development Director

A. The community development director must review each application for an administrative adjustment and act to approve the application, approve the application with conditions or deny the application. Alternatively, the community development director is authorized to refer the application to the planning and zoning commission for consideration as a variation.

B. The community development director may not take final action to approve or deny an administrative adjustment application until at least seven (7) days after application has been reviewed by Village Departments.
C. The community development director's decision to approve or deny an administrative adjustment must be based on the approval criteria and standards of 11.6.7 and accompanied by written findings of fact.
D. The applicant may appeal a decision to deny an administrative adjustment to the planning and zoning commission. In the case of an appeal, the planning and zoning commission must consider the request as a variation. No additional fees are required other than fees to cover the cost of required notice of the planning and zoning commission's public hearing.
E. At least once per calendar year, the community development director must provide to the planning and zoning commission a listing of all administrative adjustment decisions.

Figure 11-6-6



11.6.7. - Review and Approval Criteria

Administrative adjustments may be approved only when the community development director determines that any specific standards associated with the authorized administrative adjustment and the following general approval criteria have been met:

A. The requested administrative adjustment is consistent with all relevant purpose and intent statements of this zoning ordinance;
B. The requested administrative adjustment will not have a substantial or undue adverse effect upon adjacent property, the character of the area or the public health, safety and general welfare; and
C. Any adverse impacts resulting from the administrative adjustment will be mitigated to the maximum extent feasible.

11.6.8. - Conditions of Approval

In granting an administrative adjustment, the community development director is authorized to impose conditions upon the subject property that are necessary to reduce or minimize any

potentially adverse impacts on other property in the surrounding area, and to carry out the stated purpose and intent of this zoning ordinance.

11.6.9. - Transferability

Approved administrative adjustments run with the land and are not affected by changes of tenancy or ownership.

11.6.10. - Amendments

A request for changes in the specific nature of the approved administrative adjustment or changes to any conditions attached to an approved administrative adjustment must be processed as a new administrative adjustment application, including the requirements for fees and notices.

11.6.11. - Lapse of Approval

A. An approved administrative adjustment will lapse and have no further effect twelve (12) months after it is approved by the community development director, unless:
    1. A building permit has been issued (if required); or
    2. The use or structure has been lawfully established.
B. An administrative adjustment also lapses upon revocation of a building permit or a certificate of occupancy for violations of conditions of approval or upon expiration of a building permit to carry out the work authorized by the administrative adjustment.

11.6.12. - Appeals

The applicant or any interested party may appeal the decision of the community development director in accordance with Sec. 11.7.

ARTICLE 14. - MEASUREMENTS AND DEFINITIONS

Table 13-1: Permitted Setback Obstructions/Encroachments

	Street (Front or Side)	**Interior Side**	**Rear**
Air conditioners, window	Yes	Yes	Yes
Air conditioning condensers	No	Yes [1]	Yes
Arbors and trellises, detached	No	No	Yes
Arbors and trellises, attached	Yes	Yes	Yes
Awnings and canopies, attached	Yes [2]	Yes [2]	Yes [2]
Balconies, open	Yes	No	Yes
Basketball goal and net	Yes [3]	No	Yes
Bay windows	Yes [4]	Yes [4] [5]	Yes [4]
Carports (See also 6.10.4)	No	No	Yes
Chimneys, attached	Yes	Yes [5] [6]	Yes [6]
Clotheslines	No	No	Yes

	Street (Front or Side)	**Interior Side**	**Rear**
Compost container	No	No	Yes
Decks, open - no more than 4 feet above ground level	No	No	Yes [2][7]
Dog run or pet enclosure (See also 6.10.5)	No	No	Yes
Driveways	Yes	Yes	Yes
Eaves, sills, cornices, gutters or downspout	Yes [8]	Yes [6]	Yes [8]
Fences, walls, or hedges (See also Sec. 9.2)	Yes	Yes	Yes
Fireplace, fire pit or permanent grill/barbecue structure	No	No	Yes
Firewood	No	Yes [6]	Yes
Flagpole	Yes	Yes	Yes

	Street (Front or Side)	**Interior Side**	**Rear**
Garages, detached (See also 6.10.4)	No	Yes	Yes
Gardens (vegetable) and garden structures including cold frames, hoop houses and greenhouses	No	Yes	Yes
Geothermal heat pumps	No	No	Yes
Lawn furnishings, such as benches, sundials, porch swings, bird baths, and similar non-permanent architectural features	Yes	Yes	Yes
Light standards, ornamental	Yes	Yes	Yes
Parking, off-street (See also Article 7)	Yes	Yes	Yes
Patios, terraces, open - no more than 4 feet above ground level	No	No [5]	Yes
Ponds and waterfalls	No	No	Yes

	Street (Front or Side)	**Interior Side**	**Rear**
Porches, open	Yes [2]	No	No
Private service walks up to (5) feet wide unless connecting to existing sidewalks which are wider in which case the width shall be the same as the existing sidewalk.)	Yes	Yes	Yes
Rain barrel or rainwater collection device	No	Yes	Yes
Recreational, playground equipment and playhouses	No	No	Yes
Refuse containers	No	Yes	Yes
Satellite receiving antenna (See also 6.10.8)	No	No	Yes
Sheds (See also Sec. 6.10)	No	Yes	Yes
Solar energy equipment, building-mounted	Yes	Yes	Yes

	Street (Front or Side)	**Interior Side**	**Rear**
Solar energy equipment, ground-mounted	No	No	Yes
Stairways or steps, open	Yes	Yes	Yes
Sump pump discharge pipe extensions	Yes	No	Yes
Swimming pools and sports courts	No	No	Yes [5]
Swing sets	No	No	Yes
Television or radio towers or antennas (See also 6.10.10)	No	No	Yes
Tennis courts, other paved recreational areas	No	No	Yes
Trees, shrubs, ground cover and flowers	Yes	Yes	Yes
Treehouse	No	No	Yes
Wheelchair ramp or accessibility feature	Yes	Yes	Yes

14.1.8. - Lot Coverage

Lot coverage is measured as the total cumulative area of a lot that is covered by impervious surface, including all principal and accessory buildings and structures on the lot, as measured at the point where such buildings and structures meet the ground (i.e., building footprint).

14.2.13. - Words and Terms Beginning with "I"

A. Impervious Site Coverage: The percentage of a lot developed with principal or accessory structures and impervious surfaces, such as driveways, sidewalks, patios, wooden or composite planked decks with impervious area underneath, and swimming pools. Ponded water shall be considered impervious area (at its normal water elevation), but vegetated wetlands or constructed wetland basins shall not be considered impervious area.

14.2.22. - Words and Terms Beginning with "S"

A. Screen: A method of reducing visual impacts through the use of plant materials, berms, fences and/or walls or any combination of such features
B. Screening: Structures, such as an attractive fence consisting of cedar slats or redwood boards, or equal, and landscaping maintained for the purpose of concealing areas from view on a year-round basis.
C. Semi-pervious surface: A material that allows for at least forty (40) percent absorption of water into the ground or plant material, such as pervious pavers, permeable asphalt and concrete, other permeable surfaces (must be installed according to manufacturer's specifications to achieve permeability), or graveled surfaces used for landscaping or storage of materials may be counted only 60% impervious provided aggregate gradation has a high porosity.
D. Setback: An open, unobstructed area that is required to be provided by this zoning ordinance (see also 14.1.9.).
E. Shed, storage: A detached accessory structure used or intended to use for the storage of garden equipment and household items incidental to the principal use.
F. Shipping container: Shipping container is a standard reusable vessel, designed without an axle or wheels which was:
    1. Originally, specifically, or formerly designed for or used in the packing, cargo, movement or transportation of freight, articles, goods or commodities, and/or

2. Designed for/or capable of being mounted or moved on a rail car, truck trailer or loaded on a ship.

G. Shrub: A woody plant, smaller than a tree, that consists of a number of small stems from the ground or small branches near the ground. May be deciduous or evergreen.
H. Shrub, low: Any shrub that attains a mature height of four (4) feet or less when left unpruned.
I. Shrub, tall: Any shrub that attains a mature height of more than four (4) feet when left unpruned.
J. Sign-related definitions: See Sec. 8.12 for all sign-related definitions.
K. Single ownership: Ownership by an individual, partnership, corporation, cooperative or condominium having control over exterior maintenance of buildings and grounds.
L. Smoke: The visible discharge from a chimney, stack, vent, exhaust or combustion process that is made up of particulate matter.
M. Smoke unit: The number obtained when the smoke density in the Ringelmann Number is multiplied by the time of emission in minutes. For the purpose of this calculation:
    1. A Ringelmann density reading shall be made at least once a minute during the period of observation;
    2. Each reading is then multiplied by the time in minutes during which it is observed; and
    3. The various products are then added together to give the total number of smoke units observed during the entire observation period.
N. Specified anatomical areas: (a) less than completely and opaquely covered: human genitals, pubic region, buttock or female breast below a point immediately above the top of the areola; or (b) human male genitals in a discernibly turgid state, even if completely and opaquely covered.
O. Specified sexual activities: (a) human genitals in a state of sexual stimulation or arousal; (b) Acts of human masturbation, sexual intercourse or sodomy; or (c) fondling or other erotic touching of human genitals, pubic region, buttock or female breast.
P. Solar Energy System: A system intended to convert solar energy into thermal, mechanical or electrical energy.
    1. Solar Energy System, Building-Integrated: A solar energy system that is an integral part of a principal or accessory building, rather than a separate mechanical device, replacing or substituting for an architectural or structural part of the building. Building-integrated systems include, but are not limited to, photovoltaic or hot water systems that are contained within roofing materials, windows, skylights, shading devices and similar architectural components.
    2. Solar Energy System, Structure-Mounted: A solar energy system that is mounted on the façade or roof of either a principal or accessory structure.
    3. Solar Energy System, Flush-Mounted: A solar energy system that is mounted flush with a finished building surface, at no more than six (6) inches in height above that surface.
    4. Solar Energy System, Ground-Mounted: A solar energy system mounted on the ground and not attached to any other structure other than structural supports.

Q. Solar Panel: A group of photovoltaic cells assembled on a panel. Panels are assembled on-site into solar arrays.
R. Street: All property dedicated or intended for public or private street, highway, freeway or roadway purposes or subject to easements therefor.
S. Story: That portion of a building, other than a basement, included between the surface of any floor and the surface of the floor next above it or, if there be no floor above it, then the space between the floor and the ceiling next above it, including a story that has more than three-quarters of its height above grade.
T. Story, ground: Also referred to as ground floor. The first floor of a building that is level to or elevated above the finished grade on the front and corner facades, excluding basements or cellars.
U. Story, half: A space under a sloping roof that has the line of intersection of roof decking and wall face not more than three (3) feet above the top floor level, and in which space not more than sixty (60) percent of the floor area is finished off for use, and a story in which more than one-half but not more than three-quarters of its height is above grade.
V. Street line: A line forming the boundary of the right-of-way of a street.
W. Street wall: The outer face of any part of a building nearest to and facing on a street, except open steps and terraces. Where the front lot line setback is thirty (30) feet or more, bay windows projecting not more than four (4) feet toward the front lot line, and sun parlors (not a part of any other room), porches and piazzas projecting not more than ten (10) feet toward the front lot line are shall not considered a part of the front street wall, provided no such bay window, sun parlor, porch or piazza exceeds in height the first story of the building of which it is a part.
X. Structure: Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground or attached to something having a permanent or temporary location on or in the ground, including but without limiting the generality of the foregoing; buildings, advertising signs, backstops for tennis courts, pergolas, and swimming pools; provided, however, that this definition does not include underground tanks for the storage of any type of fuel.
    1. Structural alterations: Any change in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, or any substantial change in the roof or in the exterior walls.
Y. Swimming pool: Any temporary or permanent artificial pool or receptacle for water installed, constructed or maintained in, on or above the ground (not including those enclosed and located entirely within a dwelling), having a perimeter of more than twenty-five (25) feet and a depth of more than two (2) feet at any point.
Z. Swimming pool, private residential: Any swimming pool constructed, installed and maintained in or above the ground, outside of a building used as a dwelling unit.

If any provision or part of this article is declared invalid and of no further force and effect, the other provisions of this chapter shall remain in full force and effect.

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

SECTION FOUR: All ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

PASSED AND APPROVED THIS _____ day of _____, 2021

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

_____

VILLAGE PRESIDENT

ATTEST:

_____

VILLAGE CLERK

PUBLISHED in pamphlet form this _____day of _____, 2021.

IMPORTANT NOTICE

You have requested an unedited, noncertified transcript of the above-captioned proceedings. This rough-draft transcript has been requested in the form of either a realtime hookup to your computer or an ASCII file delivered after the close of proceedings.

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VILLAGE OF VILLA PARK

PLANNING & ZONING COMMISSION

In Re the Matter of:)
)
) No. PZ
_____)

April 8, 2021
7:30 p.m.

REPORT OF PROCEEDINGS had and testimony at the public hearing of the above-entitled cause, before the VILLAGE OF VILLA PARK PLANNING & ZONING COMMISSION, held at the Villa Park Village Hall, 20 South Ardmore Avenue, Villa Park, Illinois, at the above date and time, and reported by Pamela L. Cosentino, Certified Shorthand Reporter for the State of Illinois.

A P P E A R A N C E S:

BOARD MEMBERS PRESENT:

MR. JASON JARRETT, Chairman
MR. LARRY CALVERT
MR. EDWARD HOFSTRA
MR. JACK LANENGA
MR. MICHAEL ORLOWSKI
MR. DOMINICK ROMANO
MR. JUSTIN SHLENSKY

ALSO PRESENT:

MS. CONSUELO ARGUILLES,
Director of Community Development

* * *

CHAIRMAN JARRETT: I call this regular meeting of the Village of Villa Park Planning & Zoning Commission to order. Let's start with roll call.

Calvert?

COMMISSIONER CALVERT: Here.

CHAIRMAN JARRETT: Hofstra?

COMMISSIONER HOFSTRA: Here.

CHAIRMAN JARRETT: Jackson?

(No response.)

CHAIRMAN JARRETT: Lanenga?

COMMISSIONER LANENGA: Here.

CHAIRMAN JARRETT: Keskic?

(No response.)

CHAIRMAN JARRETT: Orlowski?

COMMISSIONER ORLOWSKI: Here.

CHAIRMAN JARRETT: Romano?

COMMISSIONER ROMANO: Here.

CHAIRMAN JARRETT: Shlensky?

COMMISSIONER SHLENSKY: Here.

CHAIRMAN JARRETT: With that, we have a quorum.

The next item of business will be approval of minutes for 2-11-21. Is there a motion.

COMMISSIONER HOFSTRA: So moved.

CHAIRMAN JARRETT: Motion and second.

COMMISSIONER ORLOWSKI: Second.

CHAIRMAN JARRETT: Remember to raise your hand. We have masks the court reporter can't always tell.

So the first matter of public business will be continued item PZ210001 Village Code of amendments to Zoning Ordinance appendix C. Because it's a continuation, we will take additional input from the public if anybody wishes to speak.

Let's start with any input, additional input you have at the moment.

MS. ARGUILLES: Well, I did -- not additional input that I received from the public. There's no additional feedback that I received.

But I did have -- did I go back I took the recommendations.

MS. ARGUILLES: If okay I will so what I did is I did amend recommendations based on the feedback from the commission I did not receive any additional feedback from the public so what you're looking and reviewing here tonight is the updated recommendation

from staff with additional information in there in terms of what research was done am a there was a cleanup of the recommendations that was proposed.

CHAIRMAN JARRETT: Okay.

Anyone from the public wishing to speak on this item tonight.

CHAIRMAN JARRETT: Come up and be sworn S-O-L-E-M.

CHAIRMAN JARRETT: Come up and be sworn.

MS. SOLEM: Sole hello everybody. A lot of these items I've spoke about, jack has spoke about. And we've talked to Consuelo about, and my question is how did these recommendations come up in who all was involved in making these recommendations?

MS. ARGUILLES: So are you talking about the process for notification regarding the post changes.

MS. SOLEM: The process itself all of the above.

MS. ARGUILLES: The process itself is no different than any text amendments that have to go before the board for consideration. In this case the planning and zoning commission did have one hearing and the notice for that hearing was a notice in the paper and noticed that required any potentially changes to the code

specific contains err it had a list of people. Besides the notice in the paper they could definitely contact me if they are inquiring about any changes. But it's no different than standard code amendments.

So the item before the commission here tonight is a combination of cleanup items and combination of the containers, response to some research the staff has been doing in request to a FOIA request with properties you with outside containers on the property. Obviously in the paper we have the recommendation in the office if anybody inquires they can come in take a look or talk to me about.

MS. SOLEM: So your recommendation brought forward are just your ideas.

MS. ARGUILLES: There is an internal process that's a review of other department heads and department village staff. So Public Works, fire department, the police chief, village manager's office, village engineer first is made up of internal review of the proposed changes.

We tweak it am we modify the recommendations based on the feedback I receive then the report that I

put together is based on the attorney review am research that was conducted on those items.

MS. SOLEM: Was there anything posted on the village website.

MS. ARGUILLES: Not on the village website. Unlike the Village Board these meetings are not televised so that's a difference between a Village Board agenda Items . And the planning and zoning commission.

CHAIRMAN JARRETT: The agenda would have been published though, correct?

MS. ARGUILLES: So if you go to laser fish(???), I believe the agendas NOTE are updated but for sure so the meeting itself is advertised on the village website. If you go am you click you will see not only the Village Board planning and zoning traffic Saturday all the other commissions are on the village website.

MS. SOLEM: I meant the changes that were going through presented.

MS. ARGUILLES: No.

MS. SOLEM: That's all the questions I have. Thank you.

CHAIRMAN JARRETT: Just by point of clarification,

some of the items in here are very minor changes to various aspects of the Village Code that have been brought to our attention since the last zoning update a couple years ago. Some of them are items that we've discussed here that we've known were problematic and staff took it upon themselves -- I should say, based on our direction to fine tune the details of some of that, and we had -- I can't tell you exactly how long, but probably somewhere between an hour and two hours of discussion at the previous meeting. Basically we read all the details of this, went over it, discussed it, and gave her some additional feedback to come back to us with a final -- a potentially final draft.

MS. SOLEM: Sure. I just wondered. I was under the understanding that we were having some sort of a committee that would be forge, a hearing committee.

MS. ARGUILLES: That did not take place.

MS. SOLEM: But was that a correct assumption on my part that was told to me.

MS. ARGUILLES: I can't speak for the your assumptions but I know that we have been reviewing items and my goal is to address some of the outstanding

items and change is one of them. So for the sake of time I proposed a recommendation that brought back -- brought it to planning an zoning commission at the last meeting I believe in January. So what's here for consideration is an amendment to those recommendations based on the feedback, based on internal review, and FOIA requests, combination of all that. So we did not form a hearing committee. At one point that could have been an idea that was presented. But for purposes of the clean up items and containers I presented and I am presenting a recommendation.

MS. SOLEM: Okay. Thank you.

CHAIRMAN JARRETT: Thank you anyone else wishing to speak on this.

CHAIRMAN JARRETT: Please make sure you're sworn in namage address for the record please.

A. Cheryl.

MS. TUCKER: 434 south Cornell Cheryl Tucker.

I was here, so and my opinions are as I've made very clear that I would prefer not to have storage containers in the village at all because they're very

ugly basically, and they're not really eye pleasant. But I no what's you were working on the last meeting I was here I sat listened the business need them, and I -- but I do want to -- what wasn't approached on that is that I would prefer not to see double Decker or triple that it becomes a train yard idea.

I'm hoping that the board will figure out a way, which I know you guys are working on it, to make them eye pleasant to blend in with the businesses so that they don't sit out and that you working on blending them in to either work with the buildings so they're not eyesores, they're decorative type things and this they blend in and don't stick out like an eyesore.

So I'm requesting that you tan to do a this on the existing thing.

Some of the things that I know you talked about is possibly the idea of Mabel fencing or some type of decorative thing like we do for the garbage containers throughout the village to make them a little less sticking out, you know, that I'm hoping that you guys have -- I know you guys had gone back and forth to

do that and that's what I'm kind of here for. And to figure out a way that maybe you can camouflage them or make them blend more aesthetically into what's going on and to kind of set-up a code that they have to keep them -- the standards that after years or whatever, they have to keep them up to standards so that they don't become a mess. Somewhere in your ordinance or hour' figuring out you can put in that they must blend in. If they have to put bushes in front they have to keep those bushes up or if they're going to do decorative flowers or whatever they're going to do in front of them, that they have to upkeep them. That they are not just going to be put in there and forgotten, neglected five or ten years down the road. That can become a mess and then you have other problems with them and that you have some type of standards that those containers have to be kept up in good condition, because obviously some of them will rust out or the bottoms or whatever it is. That's all I'm asking you guys to do to take those into consideration. Thank you.

CHAIRMAN JARRETT: I appreciate that. Appreciate

the comments.

Just really quickly on that, we'll go through that one a little closer what's we get to it. But I'm pretty sure screening is part of the ordinance. I believe permitting of them would be required. So maintenance would fall under enforcement just like any other building. And if double decking, stacking is not explicitly prohibited, buy support that, but I believe it is. Yeah, I think it is.

Anyone else wishing to speak? Had.

CHAIRMAN JARRETT:

MS. ROJEK: Angie Rojek, R-o-j-e-k, 639 South Riverside Drive, Villa Park. I am the owner of pioneer garden I was here at the last meeting we talked about containers. I have not had the chance to -- do you have actual wording of what it will read?

CHAIRMAN JARRETT: Yes.

MS. ROJEK: Obviously we have not seen that. But what's we talked about putting screening or fencing around it I just want to make sure we don't have a way to do that because it's on blacktop. It would be hard to build something around it. Anyway I just want today

make sure. Ours is painted so that it matches the building. So maybe if there's other ways like Cheryl was saying to keep it aesthetically policing that that would be okay to. Just to keep that in mind thank you.

CHAIRMAN JARRETT: Thank you.

Anyone else.

Seeing no one else, then we will -- I think we can combine questions in discussion.

Any specific questions before we just kind of go over real quick see what the changes are? Had.

CHAIRMAN JARRETT: So we have the changes to impervious surface and site coverage, impervious site coverage. I'm looking here.

WOMANSPKER: Could you tell us what ordinance we are looking at because there was no free drop for the public so we don't know exactly what number you're speaking about because there was no pre drop.

CHAIRMAN JARRETT: So was this -- this was not available in the office.

MS. ARGUILLES: It was.

MS. GABRIEL: But it wasn't attached as a link or a document like for the agenda items like it has the

meeting minutes so it didn't have anything so we would have had to make a trip here to get an agenda items. If you could just say what number you are talking looking at I have a copy of the ordinance with me.

CHAIRMAN JARRETT: I will. Could we get your name am address for the record get you sworn

MS. GABRIEL: Tracey Gabriel.

CHAIRMAN JARRETT: So we're starting with lot coverage Article ii residential district Section 2.3. There are modifications to the table there that changed. We are essentially changing from maximum lot coverage to impervious site coverage and a percentage change there. There are no changes to that I don't believe from our last meeting. I believe the numbers there are the same.

MS. ARGUILLES: Correct.

CHAIRMAN JARRETT: So I believe we had agreed that we are all comfortable with those numbers.

Then we have residential district's Article ii Section 2.6 other regulations under Section 6.10.2 residential accessory building and structures. That language is all -- is mostly the

same. A couple of clarifications. We are only one accessory building is allowed per lot. There are some change to the language there. And then down in 5-D addition toss garages for stored purposes shall be admitted provided the addition is an integral part of the design if the construction of the garage generally matches adheres to the overall appearance of the garage.

I think that is a change, correct.

MS. ARGUILLES: So we did modify the section quite a bit to make the couple distinctions between attached accessory structures and detached accessory structures. Accessory structures referring to structures, buildings with walls. So for detached accessory structures such as a detached garage there's maximum number of accessory structures to see no more than we add a separate reservation also maximum for accessory structures. Let me just go back so that.

So it would be one accessory structures allowed per lot in addition to the detached garage.

Now open structures no walls, such as a pergola or a gazebo would not count towards that

maximum one detached accessory structures.

CHAIRMAN JARRETT: But they do count towards the maximum impervious surface correct.

MS. ARGUILLES: Yes. Those are typically on ton of a concrete patio or on top of a deck. So we were not double counting that area against lot coverage.

CHAIRMAN JARRETT: That was a distinction that we were discussing last time whether they would really want to see two detached solid accessories, like two sheds or.

COMMISSIONER SHLENSKY: But I'd like to bring that up for clarification under that because from what you just said I want to make sure that everybody is on the same page because we're indicate that go accessory buildings are different than accessory structures arm that attached and detached garages are separate and then accessory structures, as it's currently written or it's currently proposed indicates shed or gazebo. My interpretation in that regarding gazebo or shed is that it's closed or enclosed structure versus that next sentence down such as open structures of decks and pergolas. So you have to be extremely careful about

the language that we are using how we're describing certain structures. If we are with going with open or close I want to make sure that gazebo as it's currently proposed we intend to pass that as a close structure versus an open structure and if we want to change that we have going to have to modify it.

MS. ARGUILLES: If I may, so gazebos is one where, in my research gazebo could be enclosed, meaning knee high walls with screens so it would be considered enclosed. But also gazebos could be open structures where it doesn't have that screening around or even the knee high.

So it's difficult to try to codify something where it's so depending on the design of the structure and with nowadays something can be called a pergola am have the roof -- no sides but a roofer going through open with just slats or it could be a solid roof no walls. So this gives us the ability to, in general, if a gazebo has walls and is enclosed then it would be an accessory structure. If it's an open gazebo, meaning no walls, it's just a solid room depending on where they are getting it from it might be different. Intent

is not to call that as an accessory structures.

COMMISSIONER SHLENSKY: I appreciate the intent.

But for me I would like -- I think what you're doing is to remove the subjectivity to consistency which. However if we are calling something a gazebo in the review process and treat it as a gazebo base on the language proposed before us such as a pergola.

MS. ARGUILLES: It's definitely within your purview to take these recommendation and modify them to be more specific the point that I am stressing is nowadays gazebo might be called a gazebo depending on where you buy it. It might be an enclose gazebo or open gazebo meaning no walls.

So the intent of this is if it has walls gazebo would be an accessory the building if it has no walls accessory structure. But it's definitely within your purview so to modify some of these.

CHAIRMAN JARRETT: Justin what is the specific language that you're.

COMMISSIONER SHLENSKY: So it is in proposed changes to 6.10.2-A two and then sub A, B, and C. It's Page 2

of 11 of the packet that we received.

CHAIRMAN JARRETT: Right.

COMMISSIONER SHLENSKY: So under 2-C, we it currently reads the maximum number of accessory structures, such as a shed or gazebo shall not exceed two per zoning lot. Next sentence: Swimming pools and own structures such as decks and pergolas are exempt from the total number of accessory structures.

So if we're going to limit accessory structures to two, which, in my reading of this, limits it to two enclosed or walled structures versus open structures as it's written or proposed written, swimming pools and open structures such as decks or pergolas.

So I believe that the distinction that we're trying to set in 2-C is accessory structures that is enclosed or walled versus accessory structures that are opened. I want to make sure that as we read through this, we are going through extremely consistent in allowing the on with a we're using.

CHAIRMAN JARRETT: So I think with a you are getting at there is we're specifically saying such as sheds or

gazebo am such as decks or pergolas, and really that language should probably be replaced with: Enclosed accessory structures and open accessory structures or something is similar.

COMMISSIONER SHLENSKY: That may simplify the language, sure.

CHAIRMAN JARRETT: I mean, I see what you are saying. This where it's saying we're saying gazebo is closed.

COMMISSIONER SHLENSKY: The way it's currently written that's my interpretation is anything open gazebo under this code will be read as an enclosed accessory structures versus an open structure.

And based upon the distinction of enclosed versus open is a set of limitations of how many structures will be on the back lot.

COMMISSIONER ORLOWSKI: If you go and look at a gazebo, like you said, most of them they are going to have a four-foot wall and some of them will have it where you can buy screening to put around it depending on the climate that you live in. So it's got a

four-foot wall, would that that be count as closed.

COMMISSIONER HOFSTRA: I am looking at the version of the document that's got the comments on the side.

COMMISSIONER SHLENSKY: Sure.

COMMISSIONER HOFSTRA: Are you asking us to incorporate the comment into the ordinance, because it says explicitly open structures such as pergolas, gazebos would not count towards maximum accessory structures.

CHAIRMAN JARRETT: Right. What he is saying -- I think there are some conflicts in the word choice here and, in fact, A says only one accessory building is allowed per lot and C goes on to say shall not exceed two per zoning lot.

COMMISSIONER ORLOWSKI: But part of that's crossed off if you are looking at number two.

COMMISSIONER SHLENSKY: I think what Jason is looking at is past that.

CHAIRMAN JARRETT: Two A says only one accessory structures building is allowed per lot. C says maximum number of accessory structures like a shed or gazebo shall not exceed two per zoning lot.

So those are a conflict correct.

MS. ARGUILLES: One is specifically making a reference to structures and one is for the buildings. So A is intended for that one detached garage. C is intended for the accessory structures. Shed or gazebo because those are typically enclose so it would count as accessory structures. Or if it was open structures such as decks or pergolas they are open that would not count towards it.

COMMISSIONER SHLENSKY: I think what I would like to propose on further discussion on this item under 2-C is trying to more consistently give a definition to closed structure versus open structure for the ease of understanding and then enforcement of 2-C and where do we draw the distinction between closed and open in this scenario of a four-foot knee high wall or barrier around the bottom portion of the gazebo where the top is open. Are we truly going to get into the feet of roam only.

COMMISSIONER ROMANO: To me that seems silly we need to talk about usage. A shed versus a -- some of those pergolas have a slotted are you going to call

that a closed structure. It's slotted. I think that's a big distinction between something that's used to enjoy work or entertaining versus additional storage capacity.

COMMISSIONER SHLENSKY: I'm with you on that. I don't necessarily want to get into the true nitty-gritty of feet and inches. But I also don't want anybody to abuse it by shortening a wall two inches from the top an saying it's an open structures because I have a two-inch gap from the wall to the ceiling.

MS. ARGUILLES: This is where as part of the building buildings permits process we review it. That's something that we can't account for every possible design out there because it can get very subjective to what the clients want.

So this is really intended for majority bulk of the walls going through open. Like I said, I'm use to gazebo having a sold high wall but also screened from that point in so airflow goes in an out.

COMMISSIONER SHLENSKY: If we can move the subjective in the language in my opinion, makes an injure staffs job little bit easier not argue with

residents over is this structure close versus open why is that distinction process. If we remove the subjective to increase consistency I would be more in favor of that if we can narrow it down.

MS. ARGUILLES: It's definitely up to your purview to modify or or tweak it I am all for makint it easier to understand to the public and be consistent. I will say that we do get very creative proposals. So we're trying to make a codification to items but at the same time there is going to be that staff will review that proposal there's also that process that they could appeal building permit to the Planning & Zoning Commission. I believe someone had Karen do you have some comments.

MS. SOLEM: Just a suggestion. Possibly kind of like the CDC did for us as a restaurant, you can be considered outside seating if a certain percentage of your wall. So I was thinking just like percentage wise. So fits 50 percent open, of each wall vertical if it's more than 50 percent it's it meets the standard.

COMMISSIONER ROMANO: It's outside.

CHAIRMAN JARRETT: That's what I was thinking percentage might be good there. But we do the other point generally about the language Justin is making is that is it a shed or gazebo, decks and pergolas by we also acknowledge that pergolas might or might or my not be open gazebo might or might not be open.

So I think maybe we don't need to -- is what you are getting at part of what you're getting at with that sentence is is that putting those words there those examples there, is it explicitly necessary?

COMMISSIONER SHLENSKY: I'd like to remove those in favor of more closed versus open handling wing language.

CHAIRMAN JARRETT: I see what you are getting at.

COMMISSIONER SHLENSKY: What we choose to do is take Karen's recommendation, which is a great suggestion of using a percentage we just need to more narrowing define that of maximum number of closed accessory structures meaning less than 50 percent open space versus open structures meaning more than X amount of open space that are accepted in the total accessory structures. The distinction will be important and in

the use am operation of whether or not something counts towards one of the two accessory structures versus exempt from the number of accessory structures.

CHAIRMAN JARRETT: To some degree ordinance always needs to -- there's going to be some interpretation by staff. But this is a place we could apply percentage or another measure. I think percentages is the cleanest method by far.

CHAIRMAN JARRETT: If we were.

CHAIRMAN JARRETT: So would people be in favor of that language something with a percentage.

COMMISSIONER HOFSTRA: I am in favor of using percentage but not the 50 percent.

CHAIRMAN JARRETT: I was going to say what's a good percentage? 60 percent open 75 percent open a.

COMMISSIONER LANENGA: 75.

COMMISSIONER HOFSTRA: Who have 75 if you have an eight-foot tall pergola or gazebo you say 50 percent you got four-foot walls.

COMMISSIONER LANENGA: Solid walls.

CHAIRMAN JARRETT: You are going to have a minimum railing height under code.

COMMISSIONER SHLENSKY: If it's eight feet tall, 75 percent is two feet open versus close.

COMMISSIONER HOFSTRA: You only have a railing code if you are only 30 inches above the ground.

CHAIRMAN JARRETT: True.

MS. GABRIEL: Is it a simple fix as walled gazebo unwalled gazebo.

CHAIRMAN JARRETT: No because we are talking about a lot more than -- we are talking about a lot of different potential structures it's just not gazebos. Then again you get into what is is wall, how many walls.

MS. GABRIEL: I am just throwing it out there from the interpretation of a resident trying to read.

CHAIRMAN JARRETT: I understand.

CHAIRMAN JARRETT: Do you have any thought on that Consuelo in termination of a percentage is that something you want to you want us to give you a ballpark number you could see if it could work in more cases than not or what do you think.

MS. ARGUILLES: My recommendation is to leave it open the way it is and leave it to staff as part of

review process to determine if that it's considered open versus enclosed structure for the fact going through that they could be so customized depending on where they're getting it from and what type of structure it is. I don't want to add a percentage and then have it be an issue what's depending on the design. It could be one wall it could be all walls it might have some of them might have a sold knee wall or it might not. It really varies depending on the design.

So I tend to lean for not going through very specific because we run into issues what's a proposal doesn't comply but it's meeting the intent. Then I would hate to have them go through the varies process if it's not immediate meeting the specific percentage.

In my research, it really varies from community to community. Most of the them only allow one detached accessory structures, not two.

In my opinion, based on whatsoever I heard from the public if it's an open structure, that's a demand for it now aways right to have a shed detached garage, a shed, and a pergola, which has no walls, with

some slats as a roof or it could be a canopy for shelter for an outdoor patio area, solid roof with no walls. It could be a gazebo with a solid roof and either lattice on one side or it could be standard gazebo too. So it really varies nowadays and a lot of retailers that I research as well as people like Menard's and home goods a lot of way fair, what they call it and what's dimensions are, it's really customizable and it varies. So it's very hard to codify something and I would hate to codify something and then have it an issue in part of the review process because it doesn't meet a percentage and there is no standard for the percentage of going through open or closed. Even the height varies.

So but it's definitely within your purview to modify the recommendation if you had like to for it to be more specific if you choose to do so.

In Karen's suggestion was 50 percent of the walls going through open. 50 percent of each wall or 50 percent total or 75 percent open. Are again are we looking at cumulative of all the walls.

THE COURT: That's what I was just thinking as well

as because if you say 50 percent of the structure might be open and somebody could theoretically buildings two full walls two open walls you basically got.

COMMISSIONER SHLENSKY: I think that's an easy fix it will just be certain percentage of each wall are residents really going to want to have different size walls.

COMMISSIONER ORLOWSKI: Depends on what they bought.

COMMISSIONER SHLENSKY: I don't see the advantage of different size walls.

COMMISSIONER ORLOWSKI: I think I understand whatsoever you're looking at.

MS. ARGUILLES: My goal in the recommendations is to modify to provide more guidance for items that have not been included in the Zoning Ordinance but also not be restrictive in that the homeowner is looking to improve the property, for them to have to go through hoops to get what they want or. Variation process it's not something I recommend. There's a none refundable fee there is a public hearing process for that. My suggestion is always try to meet the intent of the code

and review from staff we receive proposals it's starting off there. What does the code say. Does it comply or not. If it doesn't comply then that's a quick response it just doesn't comply. You have the variation process but for variations you have to meet hardship. That's one of the definitions you have to meet. There has to be unique circumstances. Wanting to do the same.

But, again, this is just recommendations that we would like to take forward. The board might have more specifics on what they would like to do or tweak it. I could always go back and just try to pull out some examples are have the board decide what they want to do. It's something we could definitely move forward with if the commission wants to add a percentage.

COMMISSIONER ROMANO: If it's something that you want to leave a little bit discretionary for review process. Maximum number of accessory structures -- accessory close structures because we specify in that second sentence open structures. Such as sheds because that's a very good example of what we're talking about,

drop the or gazebo out of there shall not exceed two per zoning that kind of ball parks you to zoning sheds four walls.

Then that second sentence swimming pools open structures decks pergolas.

CHAIRMAN JARRETT: That I was about to say.

COMMISSIONER ROMANO: If gazebo is subjective let that come to you say this is a walled structure per he design or it's an open gazebo it's not a problem. So if that's the example that we are getting hung up on clarify what the closed structures and then that also clarifies what open examples gives example of each.

CHAIRMAN JARRETT: Maximum number of enclosed accessory structures such as sheds shall not exceed two per zoning lot, open structures decks gazebo are prohibited from number of that doesn't change the intent right.

MS. ARGUILLES: I don't believe it does. We are going through more specific by adding enclosed in front of accessory. And did I understand you correctly you left out "or gazebo"?

CHAIRMAN JARRETT: Yeah, because I think gazebos

are one that we all acknowledge could be opened or close so putting it in as an example of close is probably not the best example. That's part of -- that's not the only thing that Justin was attracted to. But it's certainly one of the issues with with the way -- because that is one of the borderline examples that could go either way. I think shed is pretty obvious deck pergolas we all know those are open structures generally.

So that would be my.

COMMISSIONER CALVERT: If we remove the word "gazebo" from there are we actually allowing them two enclosed sheds.

COMMISSIONER SHLENSKY: Yes.

COMMISSIONER ROMANO: But the square footage limit too.

CHAIRMAN JARRETT: There is a square footage limit later and we are -- striking the word or gazebo from that doesn't change that.

COMMISSIONER CALVERT: Okay.

CHAIRMAN JARRETT: If you go down to size 5-A -- no that's garage -- total area of an accessory structures

may not exceed two percent of the lot area. A that should be a total structure of accessory structures, correct.

COMMISSIONER ROMANO: Yes.

MS. ARGUILLES: Correct.

CHAIRMAN JARRETT: Of accessory structures may not exceed two percent of the lot area.

MS. ARGUILLES: So that's a change from a specific square footage to a percentage.

CHAIRMAN JARRETT: So then any objections to those changes.

COMMISSIONER LANENGA: No.

COMMISSIONER ROMANO: No.

The next.

CHAIRMAN JARRETT: The next strike the only.

CHAIRMAN JARRETT: Only one accessory building is allowed per lot. That's item A under six: That's going through removed. That's different from when we were here for discussion before.

. We are striking E here which is another reference back to the attached lien two type shed attached to garage just going through replaced by the

earlier language we discussed.

If. I am finding things that are new since we were here last.

Consuelo here 6.1.04 residential garagesage car ports is that a new strike since we were here last time?

MS. ARGUILLES: So what I did is I combined instead of having one specific section just for detached garages, I made one for accessory structures and then within that what's we talked about the number and square footage then we talked about the distinction between an accessory building such as garage and accessory structures such as a shed and those that are exempt.

CHAIRMAN JARRETT: Yes because those items essentially moved under 6.1..2.

MS. ARGUILLES: Exactly.

CHAIRMAN JARRETT: I just want to make sure I was clear on why that was like that.

MS. ARGUILLES: Correct.

CHAIRMAN JARRETT: Duplexes, garages associated with duplexes, household, dwellings 7.5 may not exceed

528 square feet of area is that a change.

MS. ARGUILLES: No that's an existing.

CHAIRMAN JARRETT: Okay. It's highlighted gray in the copy.

SKWRAO:

COMMISSIONER SHLENSKY: It was part of the consolidation between.

CHAIRMAN JARRETT: Right re.

COMMISSIONER SHLENSKY: 10.2, 10.4 just moving it.

CHAIRMAN JARRETT: I see.

MS. ARGUILLES: That's the reason why I provided PDF of the clean copy instead of red line because the red line gets very very lard to follow.

CHAIRMAN JARRETT: Yes but without the red an green line I don't know what's --

MS. ARGUILLES: I agree anyways why I attached both. I myself have both of them in front of me so I can try to navigate follow along that was existing change.

CHAIRMAN JARRETT: It actually was somewhat easier in the Word document what's I was reviewing it before to click on the comments and see in the.

CHAIRMAN JARRETT: Then if we jump over to 6.11.2, permitted uses P temporary outdoor storage containers subject to the following supplemental regulations, it's been struck because we're combining that into 6.1.2 permanent outdoor storage containers in nonresidential property. Correct?

MS. ARGUILLES: Correct.

CHAIRMAN JARRETT:

MS. ARGUILLES: Within that 6.1.2 we have A temporary then B permanent.

CHAIRMAN JARRETT: Before we just had -- then we requested that some of those -- more specificity to be outdoor storage, permanent outdoor storage.

COMMISSIONER SHLENSKY: Essentially I believe what happened was under 6.11.2, staff removed sub H that was currently temporary outdoor storage containers and consolidated 6.12 to be both temporary and permanent with their own requirements to just consolidate under one heading of 6.4.

CHAIRMAN JARRETT: Right. So will were there any changes to the language in temporary outdoor storage containers? There was not correct.

MS. ARGUILLES: No.

CHAIRMAN JARRETT: Okay. So just real quickly let's go through all of the conditions and permanent -- all the regulations under permanent outdoor storage containers and not residential property make sure we've hit on everything and none of those are something we don't want to see. So we have one is permit a required for any permanent outdoor storage containers. Everyone is in favor of that NOTE collective yes.

CHAIRMAN JARRETT: Subject property is opened occupied by principal building yes we don't want to storage containers sitting in the middle of empty commercial property.

Three, placed behind a front wall principle building yes that keeps it out of the front yard. You can actually more than that, keeps it from going through in front of a building that might be setback farther from the street but not technically in the front yard.

Four placed on a paved surface.

Five placed outlines on a required side and -- placed outside of required side and rear yard

setbacks.

Six stacking of outdoor storage containers is prohibited seven screened from view with a privacy screen e.g. fence.

Eight landscape to be provided and to screen from public view.

Nine did you see not take up required parking. Ten, may not be placed on public property or in a location that obstructs traffic advisability.

11, may not display any signs, including the names, addresses, and telephone numbers of the person or firm engaged in the business. Or renting or otherwise placing outside storage couldn't.

MS. ARGUILLES: 12 must be maintained in good state of repair free from free. 13 may not be use for the storage of flammable hot flammable materials. 14 may not be use for the purpose of conducting business or selling merchandise.

By my mind the only thing we may want to discuss is 7 and 8.

Anybody have any issues with any of those

generally other than discussing that.

COMMISSIONER SHLENSKY: No I think based on public comment we should definitely talk about 7 and 8 maybe just clarify number 14. By the definition of a nonresidential storage container it will be for the purposes of conducting business because they're going to store some form of good in them. So maybe just clarify it may not be use for the storage selling disease outside of.

COMMISSIONER ROMANO: Right clarify that it's not going to be the business but storage.

COMMISSIONER SHLENSKY: Right. As long as you are not selling goods from the storage container that's fine, but I don't want it to be read as a prohibition of storing goods to be sold at a later date.

CHAIRMAN JARRETT: Right. I think that because the language comes specifically from the temporary one, which we are never envision to be use on commercial property, or not typically outside of construction, so would it be must have to simply say may not be use for the purpose of -- you're the lawyer. I I understand what you're saying.

The question is what is good verbiage for that that gets us to not selling disease or allowing like the last thing we want is somebody to have a storage container -- not that this would necessarily happen -- but have a storage container object their property then decide that it's winter and they could seat four tables in there and is.

MS. ARGUILLES: That's a good suggestion if I may adding at the end of that sentence.

MS. ARGUILLES: That would be addressing no conducting business out of or ex. So that's out of. Just adding the out off "at the end of that sentence because it's all one sentence.

CHAIRMAN JARRETT: I don't like end ago sentence with a prep significance.

COMMISSIONER SHLENSKY: Out of or within.

CHAIRMAN JARRETT: Out of or within. Why not.

So then the more item with more discussion is described privacy screen e.g. fence landscaping to provide discreed from public view.

NOTE NOTE my thought on that is we definitely need some sort of screening camouflage. The question

is -- the way this is specifically written we would be requiring screening or fence but also landscaping which in some cases could be tricky. This is an instance where, to a certain degree, I think I would prefer to leave it up to discretion of staff on what is appropriately screened.

COMMISSIONER ROMANO: Could we combined those screen from view whether it be a fence or landscaping? We are also saying it has to be on paved surface which makes landscaping more tricky too.

COMMISSIONER ORLOWSKI: I would see the screening part to leave that to staff.

COMMISSIONER ORLOWSKI: Depending on where you are going to have it set what you are going to have it set on. If you can't see it how are you going to screen it.

COMMISSIONER LANENGA: One side won't be screened because that's where the door is.

CHAIRMAN JARRETT: Right.

Though you could screen that too. They do dumpster screens right. It's just a matter of where you place your doors and how.

But I understand from you are saying screen from view we essentially mean off of the property.

COMMISSIONER SHLENSKY: I think the intent is just to camouflage it from looking like a storage container in some aspect. Even if that just means a paint job that matches the building that it's going to sit next to, if it looks like nice then staff might allow that. I don't necessarily feel we should require landscaping or screen if it can be paint to match the facade of the building itself.

CHAIRMAN JARRETT: Yeah I could think of a situation like, for example pioneer maybe they don't have the space to do landscaping am maybe a fence isn't practical. I don't know the specifics of that location. But there may be the ability to do something like package, like a wood package that would be attached -- that would act as a screen.

So I think in this case we might be going through too specific and.

What's your opinion on that Consuelo? What's your thoughts.

MS. ARGUILLES: So this is one where it can

definitely be -- it could be subjective right. I will use landscaping as an ideal landscaping to be provided to screen from public view. Initially what my thinking is landscaping in the ground but if it's on top of the paved surface it could be planters with shrubs it could be planters or lattices attached.

Nowadays there is lattices that are attached to a building wall where it allows for some Evergreen plantings to be growing on the side of the walls of the structures or place of business it has attached to the container or it could be planters with landscaping or it could be privacy fence or screening.

So it really does vary again. In my research of it, there was no clear standard for what is considered a screen for lack of a better term.

So seven or eight could be modified could be screened from view with a privacy screen, e.g. fence. And/or landscaping.

CHAIRMAN JARRETT: That's what I was thinking.

MS. ARGUILLES: It could be general landscaping again it's not very specific to landscaping in the ground or planters or lattices attached to the

structure. Again, it's very depending on what the design is and so you see my research shows a slew of scenarios.

CHAIRMAN JARRETT: My suggestion were to be just say screen from public view with a privacy screen E-Q against for landscaping.

Does that.

COMMISSIONER SHLENSKY: Or other similar alternatives. Painting or another plant that the business owners and staff might agree upon.

COMMISSIONER ORLOWSKI: On this one can we go to the draft that all the red margins not on because it reads differently on there than it does here. I went.

COMMISSIONER SHLENSKY: Are you talking with the clean version.

COMMISSIONER ORLOWSKI: Yes. I went to the clean version if you read it they don't follow if you read them both.

COMMISSIONER SHLENSKY: What page are you on in the clean version.

COMMISSIONER ORLOWSKI: Clean version would be Page 3.

MS. ARGUILLES: That would be Page 4.

COMMISSIONER SHLENSKY: Permanent. Yes Page 4.

CHAIRMAN JARRETT: Screen from view with a privacy screen e.g. fence landscaping to be provided screen from public view.

That's the same, correct.

COMMISSIONER SHLENSKY: So the intent is screen from public view. Then it's a clarifier that we are trying to work on. Screen interest public view by use of privacy screen e.g. fence comma, landscaping.

CHAIRMAN JARRETT: Or similar methods comb.

COMMISSIONER ROMANO: Comma suitable alternatives.

CHAIRMAN JARRETT: That gives staff some discretion. It doesn't look does that sound good to you.

MS. ARGUILLES: Yes.

CHAIRMAN JARRETT: So it instead of 7 and 8. Strike A move everything seven will be screened from public view with a privacy screen e.g. fence, landscaping, or similar methods. That tells people what we expect and gives you some latitude approximate point.

COMMISSIONER SHLENSKY:

COMMISSIONER CALVERT: Which number four what

exactly is the paved surface.

MS. ARGUILLES: So that would be something that meets standards for pavement. So typically for over a parking lot so that's an asphalt parking lot or concrete parking lot. Gravel or lawn area it's not something we supportive of because it's just a matter of time for that structure to --

COMMISSIONER CALVERT: Whatsoever about permanent I can't believe pavers.

MS. ARGUILLES: Again it would have to be meeting our payment requirements.

One great example of this is that these structures could be very heavy structures if they are not over a paved surface that means that meets our standards there might be issue over time with them moving.

CHAIRMAN JARRETT: You dome necessarily move what's going to be stored in them and that could be very heavy too. I mean landscaping materials am things like that could get pretty heavy pretty fast.

So the circular driveways in that section Section 7.8.5 we discussed that previously. I don't

see any changes in the language there that we of discussed. Let's see if there is any other changes.

COMMISSIONER SHLENSKY: Accessible parking and then the effective periods of.

CHAIRMAN JARRETT: It doesn't look like there are any changes to definition just moving some things up.

CHAIRMAN JARRETT: So 11.3.13 effective area of PUD we discussed that last time. Were there any changes to that section since we were discussed last.

MS. ARGUILLES: So there were changes specifically B-C and D where it was left at the discretion of the Village Board.

The only change so that was referred back just indicate to the board.

A it was just clarifying again consistent what we had originally proposed in terms of relieve Edward Hofstra PUD. In it's general conformance. In an effort to be business friendly. That construction for longer period of time from the original.

CHAIRMAN JARRETT: So just so I'm clear. So the language that would have allowed the extension by staff is gone? We have gone back to not having that in

there? And then.

COMMISSIONER SHLENSKY: Correct. They removed those from subsections B and C and D that we discussed in February.

CHAIRMAN JARRETT: That's okay that's what I thought.

Then we're back to A there which I don't think anybody -- that's fairly normal to allow the planning director to determine whether a proposal for a planned development were is in substantial compliance for lack of a better word with planned development.

COMMISSIONER SHLENSKY: I think we are just trying to give some leniency to the individual seeking a PUD.

CHAIRMAN JARRETT: What that also -- yeah that also allows you may have another developer come in am take over a projectage they have some minor site line adjustments, things like that that don't change the intent of the plan that staff could review.

COMMISSIONER SHLENSKY: Right but in this instance if we're giving the Community Development Director authority to do so it alleviates the needs to go back and forth.

CHAIRMAN JARRETT: Correct I am in aagreement with you. I am just saying that's a fairly normal process. And really not uncommon in the development world.

Other than the shifting of some definitions in terms of letters, were there any other -- anything that I missed Consuelo, or is that.

MS. ARGUILLES: Not under 11.3.13.

CHAIRMAN JARRETT: You have got on the next page administrative adjustments 11.6.1 that's where we are at next. Actually 11.6.4 -- no five. That's a lot of points on here. 11.6.5 which is review -- let me read the language as it is in.

So within seven business days of receipt an of a complete really indication or administration adjustment community development direct will review with both departments, take action on the application.

What it's essentially changing there is previously we required written notice to abutting properties to adjacent properties: We would be striking that from the ordinance in the case of administrative adjustments.

A. Administrative adjustments are typically are

smaller changes. Variations under -- I don't know what our minimum size is. It's a matter of inches, I believe.

Then the things that are struck below that in B and C are related to notice and how it is handled and reviewed. So the question is, is that something that -- is that form of notice something we want to remove from the ordinance? Prairie path I know that that's an issue that is done both ways. The City of Chicago does require -- that's the one I know the best -- does require notice to abutting neighbors and staff has to wait ten days for objectives to object from the abutting properties before they make a ruling, which is essentially what's happening here only with the 7-day period.

Are we comfortable striking that?

COMMISSIONER LANENGA: Why put the seven days in there if there's no need to notify anybody.

CHAIRMAN JARRETT: Well, that's.

COMMISSIONER SHLENSKY: They still have to review with those departments. If you look just below that the to the standards set by 77.6.7 that's the criteria

for those administrative adjustments.

So as I said the criteria are requested, adjustments consistent with all relevant purposes and intent statements of the events shall not have a substantial effect on adjacent property owners. As area for the public health safety general welfare any adverse impact resulting from the adjustment will be mitigated to the maximum extent feasible.

So for the seven days to Community Development Director to have the rest of the village directors input I think is very important.

CHAIRMAN JARRETT: Right the seven days is important because that gives -- that gives the applicant a timeline: I think the broader point is whether or not in the case of administrative adjustment it should be necessary to notify abutting properties because that's the substantial change here.

MS. ARGUILLES: If I may, Commissioner Jarrett?

COMMISSIONER JARRETT: Yes.

MS. ARGUILLES: In my research, City of Chicago definitely a municipality that does have quite a bit of a process and commissions. So you I will use example

for zoning there is a Zoning Board of Appeals there is a Planning Commission there is a -- it's really a different animal, in my opinion. So Villa Park, in my opinion, is not something that can be compared to like City of Chicago from a scale, from the numbers of departments et cetera.

I will use an example of my prior source of employment at Mount Prospect. They had slight slightly bigger municipality than Villa Park but they did have an administrative reviewing. Instead of having something to go through variation process where it did allow the up director of community development to meet the adjust as well as it complied with the general provisions.

We have general permission here 11.6.2 because we are not change but the notice itself to me, in my review and researching other communities that public notice would be more in line if there's a planning zoning commission application asking for a variation. So a deviation from what the code is above am beyond what is allowed under the administrative adjustments.

The public hearing, the public notice is more in line of that public hearing process that the variation would require.

To me it's more of a -- if something is to be reviewed administratively it does give the director an along with Respondent's with different departments as needed depending on what it is. The right to make the call request whether it's granted if it does not meet the standards of admin adjustments it's not going to get approved they would have to go through the planning zoning commission it would come before you to make that call.

CHAIRMAN JARRETT: Anyone else up here have thoughts on that.

COMMISSIONER ROMANO: I think that changes makes sense in terms of efficiency. Basically in a nutshell every little tiny would have to come before us in terms of variation and would be at your discretion that's basically what we are look for.

CHAIRMAN JARRETT: No not at all.

MS. ARGUILLES: It would be limited to Items 1 flew

seven.

COMMISSIONER ROMANO: Right that's what I mean.

CHAIRMAN JARRETT: Administrative adjustments can already be made without a variation. The thing is changing -- correct me if I am wrong -- the thing is changing is that we currently allow -- we currently require the owner notice properties that abut them that they're requesting administrative adjustments to give neighbors an opportunity to object.

This removes that requirement and the risk. Correct? That's the essential nature of the change.

MS. ARGUILLES: For administrative adjustments, yes review process it's removing that requirement to notice for administrative adjustments.

COMMISSIONER ROMANO: Correct.

CHAIRMAN JARRETT: That's administrative adjustments are admittedly fairly minor in most cases.

COMMISSIONER ROMANO: Correct.

CHAIRMAN JARRETT: I don't have a list of what they all are in front of me if.

COMMISSIONER ORLOWSKI: 11.6.2.

CHAIRMAN JARRETT: I lost that page somehow in all

these pages.

COMMISSIONER ORLOWSKI: It would be just above that in.

CHAIRMAN JARRETT: I just want to make sure everybody is clear on that that that's what's happening with that. Yes I said various communities do it various ways approximate.

So the instances with removing that is okay? Okay.

THE COURT: That's all the substantial changes correct or am I missing something.

CHAIRMAN JARRETT: What's I say substantial changes since we last met discuss the items.

MS. ARGUILLES: That would be correct.

COMMISSIONER JARRETT: Everything else is shifting letters moving things to line up with what we've already discussed in the definitions am so on.

CHAIRMAN JARRETT: Any other questions comments from the commission on that.

CHAIRMAN JARRETT: We could make a recommendation to pass this -- to recommend that with the changes that were requested. We don't need to come back correct.

MS. ARGUILLES: Correct.

CHAIRMAN JARRETT: I think it's fine to make the motion mentioning the changes that were described. I would make sure my notes go to staff staff that is their notes so we should have that all covered.

Who wants to make a motion approximate.

CHAIRMAN JARRETT: Anybody? If if.

CHAIRMAN JARRETT: You don't have to read all the language. We can just go with there is a recommended motion at the bottom of the last page I believe.

MS. ARGUILLES: It's very lengthy because the motion as drafted it was identifying each section.

CHAIRMAN JARRETT: Okay.

COMMISSIONER SHLENSKY: I will read it.

COMMISSIONER SHLENSKY: Hereby make a motion to approve application PZ-21-0001 for text amendments to the following table articles of appendix C of the admissible code. Article ii residential district Section 2.3 table 2-3 amending maximum lot coverage. Article ii, other regulations, Section 2.6.5, new section to reference limited instruction found in Section 14.1.19 table /SP .1. Article vi uses

Section 6.10.2. Residential accessory structures. Amend to be consistent with those of surrounding communities in current trends and petitions and to apply for is it advise setback requires from five feet to 3 feet increase size from 140 to 200 square feet amending to exclude garage from allowable number of accessory structures and reference overall lot coverage as provided in table 2-3. Article VI, uses, Section 6.11.2, point of reference to comply with noise change /HROEUPBLG article nuisances and permit outdoor entertainment descriptions.

Article VI, Use, Section 6.12 new section to permit outdoor storage containers and nonresidential property subject to regulations.

Article VII, Parking, Section 7.8.4-B revising driveway width from 22 feet to 24 feet what's leading with or more spaces.

Article VII, Parking, Section 7.8.7 regarding circular drives amending to reference overall lot coverage found in underlying zoning.

Article VII, Parking, amending to reference overall lot coverage found in underlying zoning

districts Max numb lot coverage slash impervious surface.

Article VII Parking Section 7.8.7-B through F. Eliminating impervious regulations under this section as proposing to include in the lot and building regulations in Section 2.3 lot coverage.

Article XI, Section 11.3.13 effective period of Planned Unit Development amending to include director of community review and consideration of previously approved PUD for validity for projects which exceed three years from the date of approval.

Article XIV measurements and definitions section, 14.1 point will eight, clarifying lot coverage definition.

Article XIV measurements and definitions Section 14.1.9 adding maximum five-foot sidewalk width.
Article xiv measurements and definitions
Section 14.2.13 clarifying impervious site coverage.

Article XIV measurements and definitions Section 14.2.22.C clarifying semi-impervious surface.

Article XIV Section 14.2.22.F, adding definition of shipping container as so modified during

discussion today.

CHAIRMAN JARRETT: Is there a motion and is there a second?

COMMISSIONER LANENGA: So moved.

COMMISSIONER ORLOWSKI: Second.

CHAIRMAN JARRETT: Second from Commissioner Orlowski.

Any questions or comments on the motion?

Roll call.

Calvert?

COMMISSIONER CALVERT: Yes.

CHAIRMAN JARRETT: Hofstra?

COMMISSIONER HOFSTRA: Yes.

CHAIRMAN JARRETT: Lanenga?

COMMISSIONER LANENGA: Yes.

CHAIRMAN JARRETT: Orlowski?

COMMISSIONER ORLOWSKI: Yes.

CHAIRMAN JARRETT: Romano?

COMMISSIONER ROMANO: Yes.

CHAIRMAN JARRETT: Shlensky?

COMMISSIONER SHLENSKY: Yes.

CHAIRMAN JARRETT: I, too, vote yes. Our

recommendation will pass to the Village Board accept reject or modify.

Next item is public comments on non-agenda items any public comments on none agenda items this evening?

Seeing none, we will move to commission comments?

Comments from the commission?

CHAIRMAN JARRETT: I'd just like to thank staff for take the time to clean some of this up. Text amendments are not easy there's lot of moving parts and especially coming into a new ordinance.

I suspect over the years we'll see a few more as things come to light with the up dated ordinance but I appreciate the effort.

Village staff or board liaison comments.

CHAIRMAN JARRETT: Yes president bull bull bull kind of an exciting meeting tonight. But it's a good example on hard work you guys do for the village. It's a good example of how the sausage is actually made. It makes -- I think it would be kind of nice if some other residents would be able to witness the thought that

goes into everything that comes out before this commission. And it's what you do here is very important and it sets the tone for our whole village, for the future not just for tomorrow, but for years ahead.

But I wanted to take the opportunity tonight to thank you all for your time am commitment to make by attending these meeting reading all the literature and this going through my last meeting, because my term is up at the end of -- in next month and you have a new president, I don't know if he'll be the liaison or not to this commission. But I just want to take the opportunity to thanks each one of you for all the effort and all the time and for change that you helped make in Villa Park. So thank you very much for your time.

CHAIRMAN JARRETT: We really appreciate that and we appreciate you sitting through some long meetings with us seeing you sneak out a couple times but I can't say that I blame you.

Bull bull thank you.

CHAIRMAN JARRETT: Any staff updates on anything

before the board recently.

MS. ARGUILLES: At the next Village Board meeting not this Monday but the 26? So the second village board meeting in April will be going to the board. So this is one that there's been track record of applying withdrawing before the Village Board this is before my time then resuming coming package findly going through the process.

So not at the up coming but the following one I think it's the 26th.

CHAIRMAN JARRETT: The other one that I was thinking about and I maced, did I go back watch a couple of the Village Board meetings. But D45 that that is that gone before the board and pass already.

MS. ARGUILLES: Yes.

CHAIRMAN JARRETT: Good that's one specifically did I not see what's I was watching.

CHAIRMAN JARRETT: All right. Motion to adjourn.

COMMISSIONER HOFSTRA: So moved.

COMMISSIONER ORLOWSKI: Oral I have one where are we at on buck ease.

MS. ARGUILLES: Buck ease that's a great question.

I would love to know. So there was opener ship changes that are pending that have not been finalized whether it's going to be a buck ease or -- I use this as an example.

COMMISSIONER ORLOWSKI: Ownership the property or ownership of the name.

MS. ARGUILLES: Of the name our economic development director has been overseeing that but trust me in that I've been one asking for coming soon sign for that site but that has not been cleated? Why? Because it hasn't been finalized whether it's going to be buck ease or case ease. So but that's getting closer. So that's the update that I have. Getting closer.

COMMISSIONER ORLOWSKI: Tire dealer on Roosevelt.

MS. ARGUILLES: That has some legal setbacks on their end from ownership changes but from the building permit standpoint we are waiting for contractor information but the plans have been reviewed and approved. We are getting down to the who is going to be doing the work and they've been ready but the sales ownership transaction that took place took a while from

attorneys of the seller's standpoint.

COMMISSIONER HOFSTRA: Who have I see they put a coming soon sign up.

MS. ARGUILLES: They did I have been working on that I was happy to get that. Yes they did do that at least because there definitely getting closer to breaking ground. So I anticipate that going through up an running very soon.

COMMISSIONER ORLOWSKI: Are we going to see any kind of a coming soon sign for point blank.

MS. ARGUILLES: There should be. I could tell you they are working on it.

COMMISSIONER ORLOWSKI: I know they are working on it I went by there today.

MS. ARGUILLES: If it isn't yet, it's because that fence is coming down.

A. At the same time we want to make sure that the site remains.

COMMISSIONER ORLOWSKI: Secure --

MS. ARGUILLES: For the purposes ever make sure it doesn't invite -- it's an active construction site I myself what's I visited not too long ago I had to get

out of the way because they were up working on T but that fence is coming down but I also did request a coming soon to let the public know but that might be in the ownership end just holding out until they are done with the approximate oral recall.

CHAIRMAN JARRETT: Anything else for staff.

CHAIRMAN JARRETT: Motion to adjourn.

COMMISSIONER HOFSTRA: So moved.

CHAIRMAN JARRETT: Second..

CHAIRMAN JARRETT: All in favor "aye".

COMMISSION MEMBERS: (In unison) Aye.

COMMISSIONER JARRETT: We are adjourned.

****ROUGH DRAFT, UNEDITED, NONCERTIFIED TRANSCRIPT****

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Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Vassili Voskresenski
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a License Agreement with School District 45 for Portions of the North Yale Avenue and West Ridge Road Public Rights-of-Way

Suggested Action:
School District 45 proposes to reconstruct the existing parking area at the North Elementary School partially located in the Ridge Road right-of-way. In addition, the Village built a parking area in the Yale Avenue right-of-way to be used as school parking as part of the 2020 Yale Avenue Improvement Project. A license agreement would be needed to grant the School District permission for the proposed construction, maintenance, and continued use of the right-of-way for their parking needs.

This item satisfies the Long-Term Complex Strategic Plan Goal to "Engage and be proactive in regional planning efforts and activities."

Attachments:
Sunset W 0150 - License Agreement - Memo.pdf
RESO - Right-of-Way for 150 W. Sunset.doc
Sunset W 0150 - License Agreement.pdf
Sunset W 0150 - Exhibit A.pdf

Departmental Correspondence

Date: 05/10/2021

To: Rich Keehner, Village Manager

From: 

RE: Consider License Agreement with DuPage School District 45 for construction and maintenance of a parking lot in Ridge Road right-of-way and maintenance of existing parking lot in Yale Avenue right-of-way

---

School District 45 proposes to construct a building addition at the North Elementary School and reconstruct the existing parking area partially located in the Ridge Road right-of-way. Also, the Village built a parking area in the Yale Avenue right-of-way to be used as a school parking as part of the 2020 Yale Avenue Improvement Project. A license agreement would be needed to grant the School District permission for the proposed construction, maintenance, and continued use of the right-of-way.

The Village has several underground utilities in the Ridge Road right-of-way. The Village does not have any utilities in the west parkway of Yale Avenue right-of-way. The proposed license agreement is revocable.

RECOMMENDATION

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

Pc: Michael Guerra, Public Works Director
Rich Salerno, Deputy Director of Public Works
Kevin Mantels, Assistant Village Engineer

RESOLUTION NO. _____

RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, APPROVING LICENSE AGREEMENT FOR A PORTION OF THE NORTH YALE AVENUE AND WEST RIDGE ROAD PUBLIC RIGHT-OF-WAY BETWEEN THE VILLAGE OF VILLA PARK AND SCHOOL DISTRICT 45

WHEREAS, the Village owns the North Yale Avenue right-of-way located to the east and adjacent to 150 West Sunset Drive, Villa Park, Illinois (the "Licensed Premises"), which Licensed Premises are shown on Exhibits A attached hereto and made a part hereof by reference; and,

WHEREAS, the Village owns the unimproved West Ridge Road right-of-way located to the north and adjacent to 150 West Sunset Drive, Villa Park, Illinois (the "Licensed Premises"), which Licensed Premises are shown on Exhibits A attached hereto and made a part hereof by reference; and,

WHEREAS, the Owner of the property adjacent to the Licensed Premises (the “Licensee”), proposes to use the Licensed Premises as a parking facility; and,

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

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

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

Resolution No. _____

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

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

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

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

PASSED THIS _____ day of _____, 2021.

AYES:
NAYS:
ABSENT:

APPROVED THIS _____ day of _____, 2021.

ATTEST: _____
VILLAGE PRESIDENT

_____
VILLAGE CLERK

EXHIBIT B

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the **VILLAGE OF VILLA PARK**, an Illinois municipal corporation (the "Village"), and **DuPage School District 45**, an Illinois school district (the "Licensee").

W I T N E S S E T H:

WHEREAS, the Village owns an improved right-of-way with roadway on **North Yale Avenue** between West Sunset Drive and West Ridge Road located to the east and adjacent to **150 West Sunset Drive, the Licensee's (North Elementary School)**; and,

WHEREAS, the Village owns an unimproved right-of-way on **West Ridge Road** between North Yale Avenue and North Harvard Avenue located to the north and adjacent to **150 West Sunset Drive, the Licensee's (North Elementary School)**; and,

WHEREAS, the Licensee desires to maintain, at its sole cost and expense, certain parking improvements and amenities located within the North Yale Avenue right of way and West Ridge Road right-of-way, adjacent to North Elementary School as shown of Exhibit A attached hereto and made a part hereof by reference; and,

WHEREAS, the Village pursuant to this License Agreement agrees to grant a license to Licensee over the area describes as "License Premises" as shown on Exhibit A attached hereto and made a part hereof by reference; and,

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

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

1. The recitals set forth hereinabove are hereby adopted as findings as if said recitals were fully set forth in this Paragraph 1.

2. The Village hereby grants the Licensee a non-exclusive license to go upon and use the Licensed Premise as a portion of the Licensee's parking facility as shown on Exhibit A, including construction, maintenance, and snow and debris removal of the parking facility.

3. The Licensee to whom this License is granted is the Licensee and owner, if different, of the property commonly known as **150 West Sunset Drive (North Elementary School)**, Villa Park, Illinois.

4. The Licensee expressly agrees and acknowledges that this License is revocable at any time by the Village upon 180 days written notice. The parking facility and all improvements to the Licensed Premises shall be maintained by the Licensee solely at Licensee's cost and in compliance with the ordinances of the Village while this License remains in effect.

5. The Licensee expressly acknowledges that the Village has reserved the right to require the Licensee or the Licensee's successors or assigns to temporarily suspend its use of the Licensed Premises or within **sixty (60)** days after notice from the Village in the event that the Village intends to construct a public improvement (such as a water line, sewer line, stormwater drainage improvement, alley or street) over, under or across the Licensed Premise during the period of construction. The Village will restore the area within the Licensed Premise disturbed by its use to the same or better condition before the work was done. The Licensee acknowledges

that it has no right to just compensation or any other form of reimbursement or monetary damages should the Village elect, at its sole and exclusive option, to prohibit the use or require the removal of any structures or facilities from the Licensed Premise pursuant to this Paragraph.

6. Licensee agrees to protect, indemnify, defend and forever hold harmless the Village and its officers, employees, agents, licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from Licensee's construction, use, maintenance or repair on the Licensed Premises, Licensee's negligence or the failure of Licensee to comply with the provisions of this License. However, in no event shall this be construed as an indemnification of the Village's own negligence.

7. Insurance and liability.

(a) The Licensee shall include the Licensed Premises for coverage under its existing insurance coverage for its adjoining property including naming the Village as an additional insured. A copy of those insurance policies shall be filed with the Village upon the Village's written request. The Village shall have the right to demand that the Licensee have coverage and insurance limits that are acceptable to the Village but not in excess of the coverage or insurance limits required of contractors performing work in the Village's right of way (currently set forth in Section 8-2-5 of the Village Code).

(b) In all contracts executed by Licensee for the construction, rehabilitation, improvement, repair or maintenance of structures, facilities or improvements located on the Licensed Premises, or to be located on such Licensed Premise, Licensee will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend the Village, its officers, employees, agents, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees.

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

8. In addition to termination of this License, as provided in Paragraph 4 hereinabove, if Licensee defaults in any of Licensee's undertakings or obligations of this License and Licensee receives written notice of such default from the Village and does not cure such default within 30 days, then such event or action shall be deemed to constitute a breach of this License, and this License and Licensee's use of the Licensed Premise shall automatically cease and terminate.

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

10. The licensee shall not make any additional improvements to the Licensed Premise without having first obtained the prior written consent of the Village. The licensee shall submit to the Village all plans and specifications for improvements on or to any portion of the Licensed

Premises and shall obtain a permit from the Village. The Licensee shall not cause or permit any mechanic's lien or other encumbrance of any kind to be charged against the Licensed Premise.

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

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

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

Notices to Licensee shall be mailed to:
DuPage School District 45
255 West Vermont Street
Villa Park, IL 60181
Attn: Superintendent of Schools

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

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

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

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

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

VILLAGE OF VILLA PARK

_____
Village President

ATTEST:

_____
Village Clerk

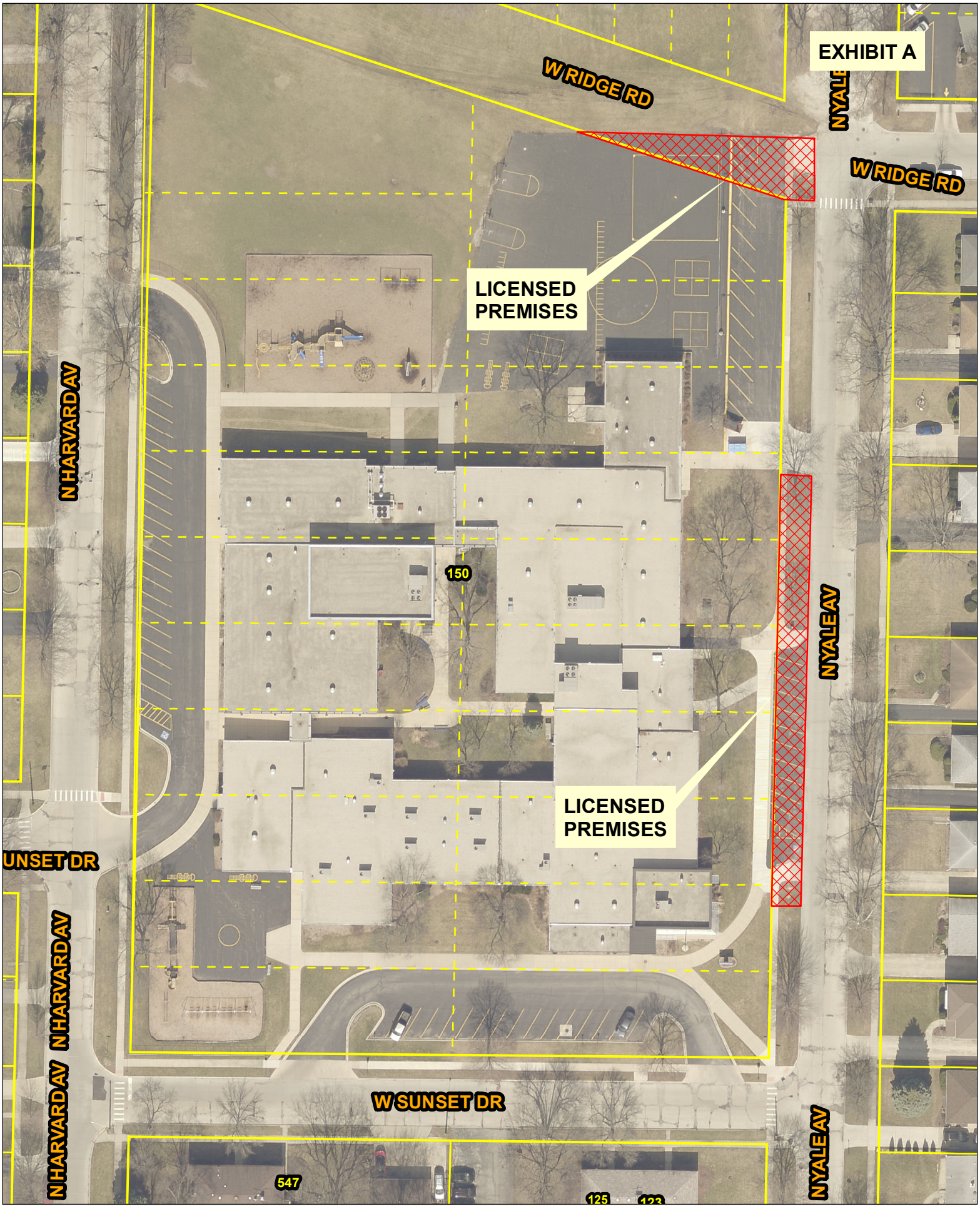
LICENSEE

_____
Judy Degnan, Board of Education President

ATTEST:

_____

_____



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

150 W. SUNSET DR. - NORTH ELEMENTARY

1 inch = 70 feet

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Kevin Mantels
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 1 to the Contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for Construction of the Yale Avenue Improvement Project (Plymouth to Ridge) for a Net Deduction in the Amount of $32,184.85

Suggested Action:
The Village has a contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, in the amount of $964,900.80 for construction of the Yale Avenue Improvement Project (Plymouth to Ridge). Proposed final Change Order Number 1 consists of the final balancing of contract quantities as measured in the field. The net amount of proposed final Change Order Number 1 is a deduction in the amount of $32,184.85, for an adjusted final contract amount of $932,715.95. Staff recommends approval of this change order.

This item satisfies the Short-Term Complex Strategic Plan Goal "Continue using an aggressive infrastructure replacement/development plan that covers sewer, water mains, streets, etc."

Attachments:
MEMO - Yale Avenue Project Final Change Order #1
RESO - Yale Avenue Project Final Change Order #1
Yale Avenue Project Final Change Order #1

Memo

To: Rich Keehner, Jr., Village Manager

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

Date: May 17, 2021

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 1 to the Contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for Construction of the Yale Avenue Improvement Project (Plymouth to Ridge) for a Net Deduction in the Amount of $32,184.85

The Village has a contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, in the amount of $964,900.80 for the construction of the Yale Avenue Improvement Project (Plymouth to Ridge). Proposed final Change Order Number 1 consists of the final balancing of contract quantities as measured in the field.

The most significant addition is an increase in the length of the encased water main crossing underneath the Canadian National Railroad. This increase is offset by a comparable decrease in the quantity of conventional open-cut (non-encased) water main. There were also increases in the final quantities of asphalt driveway apron pavement, hot-mix asphalt binder course, and parkway restoration compared with the quantities that were estimated in the awarded contract.

The proposed change order also includes significant deductions, including reductions in the quantity of conventional open-cut (non-encased) water main, and decreases in the final quantities of earth excavation and pavement undercuts compared with the quantities that were estimated in the awarded contract.

The net amount of proposed final Change Order Number 1 is a deduction in the amount of $32,184.85, for an adjusted final contract amount of $932,715.95. Project costs are being paid out of the Street Improvement (Referendum) Fund, the Water Supply Fund, and the Wastewater (Capital) Fund. A Community Development Block Grant (CDBG) is also providing $400,000 in funding for this project. A summary of the adjusted final contract would be as follows:

Awarded Contract Amount	$964,900.80
Change Order #1 (FINAL)	($32,184.85)
Adjusted FINAL Contract Amount	$932,715.95

RECOMMENDATION

Staff recommends approval of final Change Order Number 1 to the contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for construction of the Yale Avenue Improvement Project (Plymouth to Ridge).

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 1 to the Contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for Construction of the Yale Avenue Improvement Project (Plymouth to Ridge) for a Net Deduction in the Amount of $32,184.85

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

WHEREAS, the Village had approved a contract in the amount of $964,900.80 with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for a project commonly known as the Yale Avenue Improvement Project (Plymouth to Ridge) which contract amount requires a change order; and

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

WHEREAS, it has been recommended to the Village Board that a change order is necessary and consists of the final balancing of contract quantities as measured in the field, as set forth in final Change Order Number 1 attached hereto and made a part hereof.

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

Section 1: The Village hereby finds and declares that the final Change Order Number 1 to the Yale Avenue Improvement Project (Plymouth to Ridge) contract with A Lamp Concrete Contractors, with total additions of $57,982.85 and total deductions of $90,167.70, for a net deduction of $32,184.85, attached hereto and made a part hereof, is required by circumstances not reasonably foreseeable at the time the contract was signed and is in the best interests of the Village.

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

Section 3: That the Village Manager is directed to cause a copy of this resolution to be placed and maintained in the permanent contract file for the Yale Avenue Improvement Project (Plymouth to Ridge) which shall be open to the public.

Section 4: That this resolution shall be in full force and effect from and after its passage and approval according to law.

Resolution No. _____

PASSED this _____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2021

_____
Village President

Attest: _____
Village Clerk

VILLAGE OF VILLA PARK

Change Order Number 01 (FINAL)

Project:	**2020 Yale Avenue Improvements**
Contractor:	**A Lamp Concrete Contractors, Inc**
Date of Contract Time Start:	**6/17/2020**
Awarded Contract Amount:	**$ 964,900.80**

Changes Ordered Herewithin:

NO	DESCRIPTION	UNITS	CONTRACT QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
1	TREE ROOT PRUNING	EACH	28.00	6.00	$ 50.00	$ (1,100.00)
2	TREE PROTECTION FENCING	EACH	28.00	-	$ 1.00	$ (28.00)
3	STUMP REMOVAL	UNIT	24.00	-	$ 22.00	$ (528.00)
4	EARTH EXCAVATION	CU YD	749.00	613.00	$ 41.50	$ (5,644.00)
5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	231.00	-	$ 20.00	$ (4,620.00)
6	TRENCH BACKFILL	CU YD	3.00	3.00	$ 50.00	$ -
7	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	3,047.00	2,819.00	$ 1.50	$ (342.00)
8	PARKWAY RESTORATION	SQ YD	2,240.00	2,789.00	$ 6.00	$ 3,294.00
9	PERIMETER EROSION BARRIER	FOOT	220.00	-	$ 1.00	$ (220.00)
10	INLET FILTERS	EACH	7.00	7.00	$ 15.00	$ -
11	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	231.00	-	$ 20.00	$ (4,620.00)
12	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	352.00	379.00	$ 4.75	$ 128.25
13	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	2,967.00	2,707.00	$ 6.25	$ (1,625.00)
14	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	392.00	414.00	$ 9.50	$ 209.00
15	BITUMINOUS MATERIALS (TACK COAT)	POUND	2,500.00	2,420.00	$ 0.01	$ (0.80)
16	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	646.00	717.00	$ 79.50	$ 5,644.50
17	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	327.00	323.00	$ 84.00	$ (336.00)
18	PROTECTIVE COAT	SQ YD	1,352.00	-	$ 1.00	$ (1,352.00)
19	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	143.00	168.00	$ 34.50	$ 862.50
20	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	SQ YD	392.00	576.00	$ 44.00	$ 8,096.00
21	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	352.00	379.00	$ 56.00	$ 1,512.00
22	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	48.00	41.00	$ 65.00	$ (455.00)
23	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	2,905.00	3,327.00	$ 6.50	$ 2,743.00
24	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	125.00	414.00	$ 8.00	$ 2,312.00
25	DETECTABLE WARNINGS	SQ FT	80.00	72.00	$ 25.00	$ (200.00)
26	PAVEMENT REMOVAL	SQ YD	3,286.00	3,202.00	$ 5.50	$ (462.00)
27	DRIVEWAY PAVEMENT REMOVAL	SQ YD	878.00	1,103.00	$ 11.00	$ 2,475.00
28	COMBINATION CURB AND GUTTER REMOVAL	FOOT	100.00	221.00	$ 7.35	$ 889.35
29	SIDEWALK REMOVAL	SQ FT	3,030.00	3,256.00	$ 1.25	$ 282.50
30	CLASS B PATCHES 8 INCH	SQ YD	101.00	125.00	$ 85.00	$ 2,040.00
31	CLASS D PATCHES 6 INCH	SQ YD	17.00	30.00	$ 50.00	$ 650.00
32	SAW CUTS	FOOT	98.00	-	$ 3.00	$ (294.00)
33	DOWEL BARS 1 1/4"	EACH	20.00	-	$ 1.00	$ (20.00)
34	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)	FOOT	2,145.00	2,251.00	$ 22.25	$ 2,358.50
35	STORM SEWERS (WATER MAIN REQUIREMENTS) 12"	FOOT	57.00	38.00	$ 85.00	$ (1,615.00)
36	INLETS, TYPE A	EACH	2.00	2.00	$ 1,800.00	$ -
37	CATCH BASINS, TYPE A, 4'-DIAMETER	EACH	2.00	2.00	$ 4,000.00	$ -
38	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	1.00	-	$ 350.00	$ (350.00)
39	FRAMES AND GRATES, TYPE 11	EACH	4.00	4.00	$ 495.00	$ -
40	REMOVING CATCH BASINS	EACH	1.00	1.00	$ 350.00	$ -
41	REMOVING INLETS	EACH	1.00	1.00	$ 250.00	$ -
42	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1.00	1.00	$ 48,000.00	$ -
43	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	3.00	3.00	$ 27.50	$ -
44	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	330.00	327.00	$ 4.70	$ (14.10)
45	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	156.00	267.00	$ 13.75	$ 1,526.25
46	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	12.00	12.00	$ 27.50	$ -
47	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	162.00	150.00	$ 19.80	$ (237.60)
48	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	12.00	12.00	$ 39.60	$ -
49	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	4.00	6.00	$ 350.00	$ 700.00
50	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	2.00	-	$ 1,200.00	$ (2,400.00)
51	SANITARY MANHOLES TO BE ADJUSTED	EACH	2.00	1.00	$ 850.00	$ (850.00)
52	DUST CONTROL WATERING	UNIT	17.00	12.00	$ 1.00	$ (5.00)
53	AGGREGATE TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	20.00	20.00	$ 50.00	$ -
54	AGGREGATE TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	3.00	3.00	$ 100.00	$ -
55	HOT-MIX ASPHALT TEMPORARY ACCESS (ROAD)	EACH	3.00	-	$ 500.00	$ (1,500.00)
56	EXPLORATION TRENCH, SPECIAL	FOOT	100.00	44.00	$ 1.00	$ (56.00)
57	CONSTRUCTION LAYOUT	LSUM	1.00	1.00	$ 19,000.00	$ -
58	TRENCH BACKFILL (WATER MAIN)	CU YD	1,500.00	1,480.00	$ 0.01	$ (0.20)
59	DUCTILE IRON WATER MAIN, OPEN CUT, 8"	FOOT	1,087.00	1,036.00	$ 153.00	$ (7,803.00)
60	DUCTILE IRON WATER MAIN, OPEN CUT, RESTRAINED JOINT TYPE, 8"	FOOT	158.00	114.00	$ 120.00	$ (5,280.00)
61	DUCTILE IRON WATER MAIN, OPEN CUT, RESTRAINED JOINT TYPE, 10"	FOOT	86.00	77.00	$ 125.00	$ (1,125.00)
62	WATER MAIN IN JACKED CASING	FOOT	146.00	170.00	$ 625.00	$ 15,000.00
63	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 4"	EACH	1.00	1.00	$ 4,300.00	$ -

VILLAGE OF VILLA PARK

Change Order Number 01 (FINAL)

Project:	**2020 Yale Avenue Improvements**
Contractor:	**A Lamp Concrete Contractors, Inc**
Date of Contract Time Start:	**6/17/2020**
Awarded Contract Amount:	**$ 964,900.80**

Changes Ordered Herewithin:

NO	DESCRIPTION	UNITS	CONTRACT QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
64	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 8"	EACH	3.00	3.00	$ 4,350.00	$ -
65	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 10"	EACH	2.00	2.00	$ 4,700.00	$ -
66	WATER VALVE, 8"	EACH	2.00	2.00	$ 1,550.00	$ -
67	WATER VALVE, 10"	EACH	2.00	2.00	$ 2,150.00	$ -
68	VALVE VAULT, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2.00	2.00	$ 3,500.00	$ -
69	VALVE VAULT, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2.00	2.00	$ 3,600.00	$ -
70	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	5.00	5.00	$ 6,500.00	$ -
71	WATER SERVICE CONNECTION, 1" LONG	EACH	18.00	18.00	$ 2,950.00	$ -
72	WATER SERVICE CONNECTION, 1" SHORT	EACH	9.00	9.00	$ 2,450.00	$ -
73	WATER MAIN ABANDONMENT	EACH	5.00	3.00	$ 2,000.00	$ (4,000.00)
74	VALVE VAULT TO BE REMOVED	EACH	1.00	1.00	$ 500.00	$ -
75	FIRE HYDRANTS TO BE REMOVED	EACH	2.00	2.00	$ 750.00	$ -
76	ADJUSTING SANITARY SEWER SERVICE LINE	EACH	4.00	7.00	$ 500.00	$ 1,500.00
77	SANITARY SEWER SERVICE REPLACEMENT	FOOT	90.00	145.00	$ 45.00	$ 2,475.00
78	SANITARY SEWER SERVICE RECONNECTION	EACH	5.00	5.00	$ 2,200.00	$ -
79	SANITARY SEWER SERVICE COMBINATION CLEAN OUT CHECK VALVE	EACH	5.00	4.00	$ 1,200.00	$ (1,200.00)
80	SANITARY SEWER PIPE, PVC SDR 26 ASTM D-2241	FOOT	29.00	19.00	$ 100.00	$ (1,000.00)
81	PRECONSTRUCTION VIDEO RECORDING	L SUM	1.00	1.00	$ 5,550.00	$ -
82	WATER USAGE DEDUCTION	TGAL	100.00	-	$ (8.85)	$ 885.00
83	WATER USAGE CREDIT	TGAL	100.00	-	$ 8.85	$ (885.00)
84	RAILROAD CROSSING COORDINATION AND MOBILIZATION	L SUM	1.00	1.00	$ 7,000.00	$ -
85	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	1.00	1.00	$ 7,000.00	$ -
86	CONTINGENCY ALLOWANCE	DOLLAR	40,000.00	$ -	$ 1.00	$ (40,000.00)
	ADDITIONAL PAY ITEMS					
X-1	BOLLARDS	EACH	-	3.00	$ 800.00	$ 2,400.00
Total Additions						**$ (57,982.85)**
Total Deductions						**$ 90,167.70**
Total Change Order Amount						**$ (32,184.85)**

Reason for Change Order: **This final Change Order #1 consists of the balancing of Contract Quantities as measured in the field.**

This final Change Order #2 consists of the final balancing of contract quantities as measured in the field.

CONTRACT AMOUNT		CONTRACT TIME (CALENDAR DAYS)	SUBSTANTIAL COMPLETION	FINAL COMPLETION
AWARDED CONTRACT AMOUNT	$ 964,900.80	ORIGINAL		
PREVIOUS CHANGE ORDERS (+/-)	$ -	PREVIOUS C.O.'S (+/-)		
THIS CHANGE ORDER (+/-)	$ (32,184.85)	THIS C.O. (+/-)		
TOTAL CHANGE ORDERS (+/-)	$ (32,184.85)	REVISED	N/A	
ADJUSTED CONTRACT AMOUNT	$ 932,715.95	ORIG. COMPLETION DATE		
		REV. COMPLETION DATE		

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

A Lamp Concrete Contractors, Inc — CONTRACTOR — **BY:** — 5/13/21 DATE

Village of Villa Park — OWNER — **BY:** — DATE

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Doris Pacenti
Submitting Department: Police Department
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Purchase of Twenty-Four (24) Body-Worn Cameras, Required Accessories, and Warranty

Suggested Action:
Staff recommends the purchase of twenty-four (24) WatchGuard Vista body-worn cameras, required accessories and warranty from Motorola Solutions (WatchGuard Video) 415 E. Exchange Parkway, Allen, TX 75002. The total cost including required accessories and warranty is $46,423.

The total purchase cost will be paid from the DUI Enforcement Fund, 19.520.01.310. The Police Department has submitted a grant request in the amount of $10,000, to the Intergovernmental Risk Management Agency (IRMA) for partial reimbursement of this purchase. The Police Department will also monitor future grants that may become available by the Illinois Law Enforcement Training and Standards Board. Illinois Public Act 101-0652 requires all police departments to implement body-worn cameras by January 1, 2025.

This item satisfies the Short-Term Routine Strategic Plan Goals “Explore opportunities and methods for maintaining staffing levels in the Fire and Police Departments” and “Continue to implement and update the Village’s Information Technology Plan including enhancing the Village’s computer capacity, software, and hardware to facilitate customer service and operational efficiency.”

Attachments:
Memo Body-Worn Camera Purchase.pdf
RESO - Purchase of Body Worn Cameras.doc
villa park quote 5-11-2021.pdf
villa park chest mounts 5-11-2021.pdf

VILLA PARK POLICE DEPARTMENT

DEPARTMENTAL MEMORANDUM

DATE: May 24, 2021

TO: Rich Keehner, Jr., Village Manager

FROM: Mike Rivas, Chief of Police

Re: Resolution of the Village of Villa Park, Du Page County, Illinois, Authorizing the Villa Park Police Department to Purchase Twenty-Four (24) WatchGuard Vista Body-Worn Cameras, required accessories and Warranty Offered by Motorola Solutions

ISSUE STATEMENT

The Village Board is requested to review and approve a resolution authorizing the police department to purchase twenty-four (24) WatchGuard Vista body-worn cameras, required accessories and warranty offered by Motorola Solutions.

BACKGROUND/HISTORY

The environment of law enforcement is changing and the need to embrace video technology has increased. Nation-wide law enforcement agencies have issued body-worn cameras to their personnel to ensure transparency, officer accountability and to protect officers from false accusations. The court system has become more reliant on video footage for criminal and civil cases, especially cases involving use of force. Body-worn cameras will provide evidence for prosecutable cases which is invaluable. Body-worn cameras can provide an unbiased account of events that allow citizens and others to view what actually occurred during encounters that have been called into question. Studies have also shown that its human nature for a police officer to perform at his/her best ability when they know they are being recorded which leads to increased professionalism.

The Villa Park Police Department is currently operating the Motorola Solutions WatchGuard system which includes squad car cameras, interview room cameras and a server which includes a digital storage library. The WatchGuard Vista body-worn cameras are compatible with our current system. Motorola Solutions is the sole provider for WatchGuard body-worn cameras. Villa Park police officers recently tested the WatchGuard Vista body-worn cameras and found they work well, the video and audio quality is excellent and the cameras connected to current system without any issues.

VILLA PARK POLICE DEPARTMENT

DEPARTMENTAL MEMORANDUM

STAFF RECOMMENDATION

Staff recommends approval for the purchase of twenty-four (24) WatchGuard Vista body-worn cameras, required accessories and warranty from Motorola Solutions (WatchGuard Video) 415 E. Exchange Parkway, Allen, TX 75002. The total cost including required accessories and warranty is $46,423.

The total purchase cost will be paid in the amount of $46,423 from the DUI Enforcement Fund, 19.520.01.310. The police department has submitted a $10,000 grant request to IRMA for partial reimbursement of this purchase if approved. The police department will also monitor future grant funds that may become available by the Illinois Law Enforcement Training and Standards Board.

Illinois Public Act 101-0652 requires all police departments to implement body-cameras by January 1, 2025.

The purchase of the body –worn cameras meets the requirements of items one and two under the Short-Term Routine Goals of the Strategic Plan and Goal Development 2019-2020. Item one is "Explore opportunities and methods for maintaining staffing levels in the Fire and Police Departments" and item two is: "Continue to implement and update the Village's Information Technology Plan including enhancing the Village's computer capacity, software, and hardware to facilitate customer service and operational efficiency." Body-worn cameras would satisfy these two prioritized strategic goals.

Project Expenses

VENDOR	ITEM	COST
Motorola Solutions	WatchGuard Vista body-worn cameras, chargers, equipment, subscription and warranty	$43,350
Motorola Solutions	Body-worn camera magnet mounts	$2,500
Apple/Amazon	Apple i-Pad and mount to be used for BWC check-out	$373
Other	Installation and parts	$200
TOTAL		**$46,423**

See attached quotes for more detailed information.

RESOLUTION NO._____

A RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, TO APPROVE THE PURCHASE OF TWENTY-FOUR BODY CAMERAS, REQUIRED ACCESSORIES AND WARRANTY

WHEREAS, nation-wide law enforcement agencies have issued body-worn cameras to their personnel to ensure both officer compliance with department standards and to protect officers from false accusations; and

WHEREAS, currently, the Police Department is operating the Motorola Solutions WatchGuard system which, includes squad car cameras, interview room cameras, and a server which, includes a digital storage library; and,

WHEREAS, Motorola Solutions offers WatchGuard Vista body-worn cameras that are compatible and connect to our existing system; and,

WHEREAS, Motorola Solutions is the only seller of WatchGuard Vista body-worn cameras; and,

WHEREAS, it has been determined by the Village Manager that it is in the best interests of the health, safety and welfare of the citizens and police officers of the Village of Villa Park to purchase Twenty-Four (24) WatchGuard Vista body-worn cameras, required accessories and warranty from the sole provider, Motorola Solutions (Watch Guard Video), 415 E. Exchange Parkway, Allen, TX 75002, for the total amount of $**46,423**;

WHEREAS, funds for this purchase not to exceed $46,423 are available from the DUI Enforcement Fund, 19.520.01.310.

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

Section 1. That the purchase of Twenty-Four (24) WatchGuard Vista body-worn cameras, required accessories and warranty, from a sole provider, Motorola Solutions (WatchGuard Video), 415 E. Exchange Parkway, Allen, TX 75002, for use by the Villa Park Police Department is exempt from the requirement of competitive bidding under Section 2-220(a)(2) of the Villa Park Municipal Code.

Section 2. That the Village Manager is authorized to execute a purchase order in the total amount of $46,423 and such other documents as may be required by Motorola Solutions (WatchGuard Video), 415 E. Exchange Parkway, Allen, TX 75002, for the purchase of Twenty-Four (24) WatchGuard Vista body-worn cameras required accessories and warranty in accordance with the procedures established in the Villa Park Municipal Code.

Section 3. That the President and Board of Trustees have ratified the Village Manager's approval to purchase the Twenty-Four (24) WatchGuard Vista body-worn cameras, required accessories and warranty.

Section 4. This resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2021

VILLAGE OF VILLA PARK

_____
President, Village of Villa Park

ATTEST:

_____
Clerk, Village of Villa Park

ADOPTED this _____ day of _____, 2021 pursuant to a roll call vote, as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

WatchGuard Video
415 E. Exchange
Allen, TX 75002
(P) 800-605-6734 (F) 212-383-9661

Prepared For:
Villa Park Police Department - Attention: Dan McCann
vista

QUOTATION - 22T-0126-01

DATE: 05-10-21

PROJECT QUOTATION

We at WatchGuard Video are pleased to quote the following systems for the above referenced project:

Deliverables / Materials / Services	Qty	Unit Price	Amount
VISTA HD, WiFi Extended Wearable Camera, with Magnetic Center Mount BW-VWF-11-- VISTA HD, WiFi Extended Wearable Camera, Enhanced ESD Protection Magnetic Center Mount	**24**	**$855.00**	**$20,520.00**
Pre Configured VISTA Transfer Station with Power Supply & Cables BW-ACK-VW-TSC VISTA Transfer Station Assy, for 8 Cameras Ethernet, Enhanced ESD, CE Compliant includes kit with Power Supply and Cables.	**3**	**$1,495.00**	**$4,485.00**
VISTA WiFi In-car Radio Base Bundle, includes Radio Base and Smart PoE Switch. IV-ACK-BD-VW--- VISTA WiFi In-car Radio Base Bundle WiFi Charging Radio Base Smart PoE Switch Cables and Brackets	**12**	**$500.00**	**$6,000.00**
VISTA, USB Charging Base, CE Mark, R2 Kit, incl. Power and USB Cables WGA00537-300-KIT	**3**	**$95.00**	**$285.00**
Charging Cable, VISTA QuickConnect 12V Magnetic Mobile Charging Kit WGA00608-KIT	**20**	**$0.00**	**$0.00**

Warranty, VISTA WiFi, 3 Year No-Fault WGW00149-005	**24**	**$375.00**	**$9,000.00**
Evidence Library 4 Web VISTA Device License Key WGP02400-200	**12**	**$150.00**	**$1,800.00**
Evidence Library 4 Web VISTA Combo-Discount Device License Key WGP02400-400	**12**	**$75.00**	**$900.00**
shipping freight	**1**	**$360.00**	**$360.00**

Total Price	**$43,350.00**

Notes:

1. Title and risk of loss for Equipment passes to Customer upon shipment by MSI, notwithstanding any other terms and conditions.
2. Payment Terms: Equipment Net 30 days upon shipment; Installation Net 30 days upon completion; Services and Subscription Agreements Net 30 days from receipt of Order
3. This Quote is valid for thirty (30) days from date of issue.

Quoted by: Ronn Solis - 800-605-6734 - ronn.solis@motorolasolutions.com

MOTOROLA SOLUTIONS

Quote For:

Villa Park Police Department
Attn: Dan McCann

Reference:
vista chest mounts

Quote By:

WatchGuard Video
Ronn Solis

Date: 05-10-21

Serving Law Enforcement with the Most Compelling, Quality Video Products

WatchGuard Video
415 E. Exchange
Allen, TX 75002
(P) 800-605-6734 (F) 212-383-9661

Prepared For:
Villa Park Police Department - Attention: Dan McCann
vista chest mounts

QUOTATION - 22T-0125-01

DATE: 05-10-21

PROJECT QUOTATION

We at WatchGuard Video are pleased to quote the following systems for the above referenced project:

Deliverables / Materials / Services	Qty
VISTA HD, Locking Magnetic Chest Mount, Assembly (3mm posts)	**50**
VIS-MNT-KIT-001	

Total Price $2,500.00

Notes:

1. Title and risk of loss for Equipment passes to Customer upon shipment by MSI, notwithstanding any other terms and conditions.
2. Payment Terms: Equipment Net 30 days upon shipment; Installation Net 30 days upon completion; Services and Subscription Agreements Net 30 days from receipt of Order
3. This Quote is valid for thirty (30) days from date of issue.

Quoted by: Ronn Solis - 800-605-6734 - ronn.solis@motorolasolutions.com

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Patrick Burke
Submitting Department: Economic Development
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois Approving a Metra Coffee Shop Lease

Suggested Action:
The Marrakesh Express Café opened in November 2019. By March 2020 the café ceased operation due to the COVID-19 pandemic. The current operator will be relocating and has found a successor to buy the business and equipment.

The new operator, Ms. Eman Emam, is an artist and a former art professor at Cairo University. She will continue to operate as the Marrakesh Express Café and to serve the commuters with pastries, snacks, coffee, cold sandwiches, and espresso beverages.

The two (2) year lease contains, among others items, monthly rent payments of $130, hours of operation will be at a minimum 5:00 a.m. to 10:30 a.m. Monday through Friday, and certain insurance coverages.

This item satisfies the Long-Term Complex Strategic Plan Goal "Continue to follow a long-term master plan to fund all village needs."

Attachments:
Emam Cafe Lease Memo 05-21.docx
Emam Cafe Resolution.docx
Exhibit A - Emam Cafe Lease.docx

Village of Villa Park

Economic Development Department

MEMORANDUM

TO: President Cuzzone and Board of Trustees

FROM: Patrick Burke, Director of Economic Development

DATE: May 24, 2021

SUBJECT: **Metra Station Coffee Shop**

Ben Mchabcheb opened the Marrakesh Express Café in November 2019. By March 2020 the café ceased operation due to the COVID-19 pandemic. Mr. Mchabcheb will be relocating and has found an operator to buy the business and equipment.

Eman Emam, the new operator, is an artist and a former art professor at Cairo University. Ms. Emam will continue to operate as the Marrakesh Express Café and to serve the commuters with pastries, snacks, coffee, cold sandwiches and espresso beverages. Mr. Mchabcheb has been working with Ms. Emam in order to ensure a smooth transition.

The attached lease will be for a term of two years. Hours of operation will be at a minimum 5 am to 10:30 am Monday through Friday.

Resolution No. _____

A RESOLUTION OF THE VILLAGE OF VILLA PARK, ILLINOIS
APPROVING A METRA COFFEE SHOP LEASE

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

WHEREAS, Ben Mchabcheb, the current Lessee of the METRA coffee shop at the Village's train station has requested the termination of his lease with the Village due to personal reasons; and,

WHEREAS, Eman Emam of Prairie Entertainment Ltd., has submitted a proposal to the Village to lease the premises in the Villa Park Metra Station from the Village for use as a coffee shop to serve the commuters at said Metra Station; and,

WHEREAS, the Village agrees that this service would continue to be a great benefit to the community and is, therefore, prepared to enter into a METRA Coffee Shop Lease with Eman Emam.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, that the Villa Park Metra Coffee Shop Lease with Ben Mchabcheb is terminated, the Lease by and between the Village and Eman Emam, of Lombard, Illinois, in the form attached hereto and made a part hereof as Exhibit A, is hereby approved and the Village President and Village Clerk are hereby authorized to execute that Lease.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 24th day of May 2021, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 24th day of May, 2021

_____
Village President

Attest: _____

Village Clerk

VILLA PARK
METRA COFFEE SHOP LEASE

DATE: May 24, 2021

LESSEE: Eman Emam
1016 W. Highridge Rd.
Lombard, IL 60148 (hereinafter called "Lessee" dba the Marrakesh Express Cafe) hereby agrees to lease from the

LESSOR: VILLAGE OF VILLA PARK, 20 South Ardmore Avenue, Villa Park, Illinois 60181, Attn: Village Manager (hereinafter called "Lessor")

LOCATION: The real estate (hereinafter called the "Premises") of Lessor situated in the Villa Park METRA Station, County of DuPage, State of Illinois.

TERM: For and during the term of two (2) years, beginning on the day this lease is approved by the Village Board and terminating on May 31, 2023, unless terminated sooner or extended as provided herein.

1. SECURITY DEPOSIT AND RENT: Lessee covenants and agrees to pay Lessor a security deposit of Five Hundred Dollars ($500.00) and rent for the Premises, the sum of One Hundred Thirty Dollars ($130.00) per month for years one (1) through two (2). Rental payments shall be due and payable on or before the first day of each month. Failure to pay the rent before the first of any month shall result in a penalty of Thirty Dollars ($30.00).

2. PURPOSE: The Premises shall be used exclusively for the following purpose(s): retail coffee/pastry/breakfast and snack items and other items approved by the Lessor. Lessee will not use or permit the Premises to be used for any purpose other than a retail coffee/pastry/breakfast and snack items and shall not permit the Premises to be used for any improper or objectionable purpose. The Lessee shall not do anything that would interfere with the operations of the METRA Station or access thereto by any member of the public.

3. ADVERTISING SIGN RESTRICTION: Lessee shall not post, paint or place or permit others to post, paint or place on the Premises any advertisement or sign without the written approval of Lessor.

4. HOURS OF OPERATION: Lessee shall at a minimum operate said between the hours of 5:00 a.m. and 10:30 a.m., Monday through Friday, excluding State, federal or Village holidays.

5. ORDINANCES AND LAWS: Lessee shall maintain and use the premises and buildings and structures thereon in accordance with the requirements of all ordinances of the Lessor and applicable State and federal laws and regulations.

6. INDEMNIFICATION: Lessee accepts this Lease of the Premises with knowledge of the existence of railroad tracks in the vicinity of the Premises and of all the risk of damage or injury which might or could occur to properties or persons upon or in the vicinity of the Premises from or in connection with the operation of railway equipment, or from or in connection with the operation, use, maintenance or improvement of said tracks. It is therefore agreed, as one of

the material considerations of this Lease and without which this Lease would not be granted, that Lessee assumes such risks with respect to any injury to Lessee, its agents, servants or employees, or damage to or loss of property of any of the foregoing. In addition, Lessee agrees to indemnify and hold the Lessor harmless from and against any and all liabilities and expenses whatsoever (to the extent permitted by law) for bodily injury or death, including, without limitation, injury or death to agents, employees, servants, invitees of the Lessor or Lessee, or loss or damage to the property of the Lessor, or Lessee, their agents, employees, servants or invitees, and to the person or property of any other person or corporation to the extent arising out of the acts or omissions of Lessee, or a default of the terms of this Lease by the Lessee, its agents, servants or employees, except in the case of willful or wanton conduct by Lessor.

Notice to or knowledge by the Lessor of any act or omission by the Lessee which is or might be a breach by the Lessee of any of the terms or conditions of this Lease to be performed by the Lessee, and the acquiescence by the Lessor in or to such act or omission, shall neither be considered to relieve the Lessee of any obligation assumed by it under this paragraph nor be considered to be waiver or release by the Lessor of any rights granted to it under this paragraph.

7. INSURANCE: Prior to the execution of this Lease, the Lessee shall provide the Village with evidence of insurance, in a form and amount acceptable to the Village for liability which may arise from the Lessee's performance. The Lessee shall also name the Village, its officers, officials and employees as an additional non-contributing insured on its commercial general liability policy. Lessee shall file with the Village the additional insured endorsement form as well as the appropriate certificate of insurance.

During the term of the Lease, the Lessee shall purchase the following insurance, having the minimum amount of coverage shown:

a) General liability insurance in an amount not less than $1,000,000 per injury and $1,000,000 per occurrence;
b) Property damage insurance in an amount not less than $1,000,000; and
c) Fire insurance in an amount equal to the replacement value of the Premises and the improvements thereon, as approved in writing by the Village.

Each certificate of insurance, additional insured endorsement, and other documentation required under this Lease shall be deposited with the Lessor's Village Manager prior to the Lease Commencement Date; and on renewal of the policy, not less than thirty (30) days before expiration of the term of the policy. All insurance under this Lease shall contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy. Should coverage be cancelled, the Lessee shall be responsible for obtaining new insurance coverage. All insurance under this Lease shall be issued as the primary policy and non-contributory.

8. NO SUBROGATON: Lessee agrees to have all insurance policies issued to it, or for or upon Lessee's account, covering any injuries to persons or any loss or damage to property so written that the insurer shall have no claim or recourse of any kind whatsoever against Lessor or the Premises.

9. CAUSES FOR BREACH TERMINATION: It is agreed that if Lessee defaults in any Lessee's undertakings in this Lease, then such event or action shall be deemed to constitute a breach of

this Lease, and this Lease shall cease and terminate; provided, however, that in cases of breaches that do not constitute a threat to health or safety, Lessor shall give Lessee written notice and a reasonable period (of not less than seven days) to cure such breach, and that if cured, such breach shall not cause a termination of this Lease.

In addition, if the Lessee's rental payment is delinquent, Lessor may immediately terminate this Lease.

a) Upon the termination of this Lease for any reason, Lessee shall, without further notice or demand, pay any rent in arrearage and deliver possession of the Premises to Lessor in as good condition as when entered upon. Lessee hereby agrees to remove all equipment, structures, materials, signs, debris or any other articles owned by Lessee or permitted to be placed on the Premises by Lessee before the termination of this Lease. Upon any such termination, if rent shall have been paid in advance, Lessor shall refund to Lessee the unearned portion thereof for the period extending beyond such date of termination, provided the premises have been cleared by Lessee in a manner reasonably satisfactory to Lessor, normal wear and tear expected.

b) If Lessee shall fail to so remove such property, such failure shall constitute an abandonment of such property and title thereto shall pass to Lessor immediately, if Lessor so elects without any cost either by set-off credit allowance, or otherwise. Lessor may retain, tear down, remove or sell such property or any part thereof, without any liability for damage therefore in any respect whatsoever and Lessee shall promptly pay Lessor for any and all expenses incurred by Lessor in tearing down, removing or selling such property.

c) The security deposit shall be used by the Lessor to reimburse Lessor for any damage or costs caused by the Lessee in violation of this lease but if none the security deposit shall be returned within 30 days of the termination of this lease.

10. REENTRY: If Lessee shall breach or default in any of the terms of this Lease or this Lease shall expire or terminate in any manner, it shall be lawful for Lessor then or at any time thereafter to reenter the Premises and take possession thereof, with process of law. However, Lessee shall have the right to remove Lessee's properties as herein provided.

11. NO WAIVER OF REMEDIES:
a) No waiver of any default of Lessee shall be implied from omission by Lessor to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. No receipt of money by Lessor from Lessee (1) after any default by Lessee, (2) after the termination of this Lease, (3) after the service of any notice or demand or after the commencement of any suit, or (4) after final judgment for possession of the Premises, shall waive such default or reinstate, continue, or extend the term of this Lease or affect in any way such notice or suit, as the case may be.

b) Installation of improvements on the Premises shall not constitute a waiver or affect in any way the right of either party to terminate this Lease.

12. ASSIGNMENT: Any sale, assignment, transfers or under letting of this Lease by Lessee without the previous written consent of Lessor shall be void. No act of Lessor, including acceptance of money by Lessor from any other party, shall constitute a waiver of this provision.

13. RIGHTS ARE CUMULATIVE: All rights and remedies of Lessor shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

14. NOTICES: All notices, demands, elections and other instruments required or permitted to be given or made by either party upon the other by the terms of this Lease or any statue shall be in writing. They shall be deemed to have been sufficiently served if sent by certified or registered mail, with proper postage prepaid, to Lessor or Lessee at the respective address first above shown. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the first business day after deposit in the U.S. mail.

15. ENTIRE AGREEMENT: All of the representations and obligations of Lessor are contained in this Lease. No modification, waiver or amendment of this Lease, or any of its terms, shall be binding upon Lessor unless it is in writing and signed by duly authorized officer of the Lessor.

16. RENT/LEASE EXTENTION REVIEW: Lessor reserves the right to review and revise the rent applicable to this Lease upon (1) any changes in usage of the Premises, (2) any extension of the lease term, (3) any assignment of the Lease, (4) any subletting of the whole or any part of the Premises.

    Lessor and Lessee agree to meet and confer with respect to an extension of the Lease no later than ninety (90) days prior to the Lease expiration date. If, forty-five (45) days prior to the Lease expiration of the Lease, the Lessor and Lessee has not agreed to an extension, then the Lease shall terminate on May 31, 2023, as hereinabove provided.

17. RAIL SERVICE: Lessor makes no warranties or representations, expressed or implied, as to continued rail service to the Premises. In the event that (a) rail service to the Premises is terminated for a period in excess of thirty (30) consecutive days, or (b) the Premises is rendered untenable due to fire, flood or other casualty for a period in excess of thirty (30) consecutive days, Lessee shall have the right, but not the obligation to terminate this Lease without penalty upon seven (7) days written notice to Lessor.

18. JOINT OBLIGATION: In the event that the ownership of Lessee's business comprises two or more individuals or corporations, the covenants and agreements herein contained shall be the joint and several obligations of each of such persons or corporations.

19. MAINTENANCE AND UTILITIES: Lessee has examined and knows the conditions of the Premises and shall enter upon and take the same in their condition at the commencement of the term of this Lease. Lessee will, as its own cost and expense, make any necessary alterations required; however, no alterations shall be made without the consent of Lessor. Lessor will not install, supply or maintain utilities to the said Premises. Lessor is responsible for payment of water/sewer, electric and gas utility fees. Lessee will obtain all necessary licenses and permits needed to conduct business under the terms of this Lease.

    Lessee shall perform routine daily maintenance to the coffee shop only, including debris removal and other general maintenance items. Other maintenance items, such as window cleaning and floor maintenance will be done by Lessor.

20. SNOW DRAINAGE: Lessee agrees not to dump any snow on Lessor's adjoining Land nor adversely alter in any way the drainage of either the Premises or Lessor's adjoining land. Lessor shall provide snow removal from parking areas, walkways and entrance ways, and Lessee shall have no responsibility for such snow removal.

21. VENDING MACHINE: Lessee shall be permitted to place two (2) vending machines, subject to the written approval of the Lessor, provided said vending machine(s) do not interfere with the operation of the Metra Station.

22. SURRENDER OF PREMISES: On the expiration of this Lease, the Lessee will return all keys and surrender the Premises to the Lessor in a broom clean condition and in as good condition as when Lessee took possession except for normal wear and tear. The Lessee will, upon Lessor's request remove Lessee's property on or before the expiration date and be responsible for any damage to the Premises caused by such removal. If the Lessee fails to remove the property upon the Lessor's request then the Lessor may remove the property. The property will be deemed abandoned and will be disposed of in accordance with State Law. All permanent fixtures including sinks, etc., shall remain the property of the Lessor, upon any termination.

23. STATION OPERATION AGREEMENT: Lessee acknowledges Lessor's current Agreement with the Regional Transportation Authority (RTA) and the terms of this Lease Agreement will be subject to the terms and conditions contained in any agreement with the RTA, with regard to subleases.

24. Lessee shall pay all sales, use, property, income and other taxes that are lawfully assessed against the Lessor or the Lessee in connection with the Lessee's use of the premises or operation of the coffee shop.

LESSEE:	LESSOR: VILLAGE OF VILLA PARK
Eman Emam	Village President
ATTEST:	ATTEST:
Date:	Date:

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Opposing SB2298 Amending the Tax Increment Allocation Redevelopment Act of the Illinois Municipal Code

Suggested Action:
Senator Ann Gillespie and co-sponsor Senator Melinda Bush are attempting to eliminate the effectiveness of the most important tool available to municipalities to enhance positive economic change. If passed, this Bill would add two factors to the determination of "blighted area" for the designated improved area and removes or modifies various elements for the definition of "blighted area" and "conservation area" that greatly reduce the eligibility for many distressed areas. The Bill also requires new development projects to be completed no later than the end of the 10th year after a TIF Ordinance is adopted, instead of 23 years. The reduction of years will reduce the life of a TIF District, which will prohibit new growth within municipalities.

This item satisfies the Long-Term Routine Strategic Plan Goal "Continue the economic development fund to assist/incentivize desirable/viable/aligned business opportunities in concert with the Village's planning models and analyses."

Attachments:
RESO - TIF Opposition.docx

RESOLUTION NO._____

A RESOLUTION BY THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, OPPOSING SB2298 AMENDING THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT OF THE ILLINOIS MUNICIPAL CODE.

WHEREAS, the Tax Increment Allocation Redevelopment Act of the State of Illinois (the "Act") creates tax increment financing to stimulate and induce redevelopment and to provides cities with a mechanism to construct public infrastructure to spur economic development and job growth within their jurisdiction; and

WHEREAS, the Act makes it possible for municipalities like the Village of Villa Park to incentivize development within the areas that are found to be "blighted areas" in order to reduce or eliminate the factors that cause such areas to be designated as "blighted areas" by reimbursing others for the payment of eligible redevelopment project costs as defined in Section 11-74.4-3(q) of the Act, and further authorizes communities to implement tax increment allocation financing to pay for the costs of such redevelopment permitted under the Act; and

WHEREAS, SB2298 (the "Bill"), sponsored by Senator Ann Gillespie and co-sponsored by Senator Melinda Bush, attempts to eliminate the effectiveness of the most important tool available to municipalities to enhance positive economic change; and

WHEREAS, the Bill adds two factors to the determination of "blighted area" for improved industrial, commercial, and residential buildings and removes or modifies various factors for the definitions of "blighted area" and "conversation area" that will greatly reduce the eligibility for many distressed areas throughout Illinois communities; and

WHEREAS, the Bill would require all new redevelopment projects to have a completion date no later than the end of the 10th year after a TIF Ordinance is adopted, instead of the 23 years currently allowed, thereby greatly reducing the life of TIF Districts and the ability for a TIF District to effectively support new growth and redevelopment projects; and

WHEREAS, the Bill would prohibit new or modified redevelopment project areas that overlap with other previously approved project areas, eliminating the ability for communities to successfully develop or redevelop contiguous areas that may not have been eligible at the time the TIF District was originally adopted; and

WHEREAS, the Bill would impose stricter requirements for EAV decline, and it would eliminate common TIF eligibility criteria such as dilapidation, deterioration, code standards, excessive vacancies, lack of ventilation, obsolete platting, diversity of ownership, and adjacent deterioration, thereby significantly reducing the possibility that

Resolution No. _____

TIF Districts can be used as a viable redevelopment tool in communities throughout Illinois.

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Villa Park. The elected leadership strongly opposes SB2298 in its current form and urges all legislators, the Illinois General Assembly, and the Governor to vote against this legislation.

FURTHER, the Village Clerk of the Village of Villa Park shall attest the same after the signature of the Village President.

Adopted this 24th day of May 2021.

_____
Village President

ATTEST:

_____
Village Clerk

Ayes: _____
Nays: _____
Absent: _____

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Admin Asst
Submitting Department: Village Board
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Creating a Retirement Healthcare Funding Plan

Suggested Action:
Members of the International Association of Firefighters (IAFF) request assistance from the Village in creating a retirement healthcare funding plan for their members. This Internal Revenue Code (IRC) Section 115 Trust will be funded through employee payroll deductions and compensatory time buyback as defined within the labor agreement between the Village and IAFF. This plan will allow plan members to save for costs associated with healthcare after retirement.

This item satisfies the Short-Term Routine Strategic Plan Goal "Explore opportunities and methods for maintaining staffing levels in the Fire and Police departments."

Attachments:
RESO - Healthcare Funding Plan.docx
ASA-Ottosen 115 Plan.pdf
Specifications-Ottosen 115 Plan.pdf
Trust-Ottosen 115 Plan.pdf
Welfare Plan-Ottosen 115 Plan.pdf
IPPFA-TRS Service Agreement.pdf
SPD-Ottosen 115 Plan.pdf

RESOLUTION NO. _____

RESOLUTION OF THE VILLAGE OF VILLA PARK
RELATING TO A RETIREMENT HEALTHCARE FUNDING PLAN

WHEREAS, The Village of Villa Park, DuPage County, Illinois is an Illinois Municipal Corporation and is a member of the Illinois Public Pension Fund Association ("IPPFA");

WHEREAS, IPPFA has created a Retirement Healthcare Funding Plan (the "Plan") for the use of its member jurisdictions and offers the Plan for adoption by Governmental Employers for the benefit of their respective employees and beneficiaries;

WHEREAS, IPPFA has created for execution a Health and Welfare Document, and the corresponding Specifications;

WHEREAS, IPPFA, on behalf of sponsoring entities that adopt and maintain the Plan, has provided for coordinated investment management and administrative services for the accumulation phase of the Plan through an Administrative Services Agreement, attached hereto (the "Services Agreement"), pursuant to which Transamerica Retirement Solutions (the "Service Agent") has been appointed to provide certain record keeping and administrative services with respect to the Plan, as more specified in the Services Agreement and to provide investment management under a Group Mutual Fund Agreement ;

WHEREAS, the Village of Villa Park has employees rendering valuable services to the VILLAGE OF VILLA PARK and has, upon due deliberation, concluded that it would be prudent and appropriate to adopt and administer the Plan on behalf of such employees of the VILLAGE OF VILLA PARK who are subject to a Collective Bargaining Agreement with the Village of Villa Park (as specified in schedule A of the Adoption Agreement) that requires inclusion in the Plan or have been designated as a covered class by the employer (as specified in schedule A of the Adoption Agreement) in order to allow such employees to provide for their retirement security and to serve the interest of the VILLAGE OF VILLA PARK in attracting and retaining competent personnel;

WHEREAS, the Corporate Authority has reviewed the Plan documents including, and the investment media via prospectus, and has found the IPPFA's arrangements to be reasonable and beneficial to the Plan and will serve the objectives of the VILLAGE OF VILLA PARK and its employees who participate in the Plan and;

WHEREAS, the Village of Villa Park is empowered by the laws, rules and regulations of State of Illinois to take on its behalf the actions contemplated by this Resolution;

THEREFORE, BE IT RESOLVED, that the President and Board of Trustees of the VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS hereby adopt the Health and Welfare

Document, and the corresponding Trust Agreement, and corresponding Specifications and as may be amended from time to time to comply with any changes in applicable laws, rules and regulations or as otherwise necessary or appropriate;

FURTHER RESOLVED, that the PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK hereby authorize the program coordinator to execute the BMI DIA Administrative Service Agreement, including without limitation which may be amended from time to time to comply with any changes in applicable laws, rules and regulations or as otherwise necessary or appropriate;

FURTHER RESOLVED, that the PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK hereby appoint State Street Bank and Trust as passive trustee of the plan pursuant to its master trustee agreement with Transamerica Retirement Solutions.

BE IT FURTHER RESOLVED that the PRESIDENT AND Board of Trustees direct the Village Manager or his/her designee shall be the coordinator for this program; shall receive necessary reports, notices, etc. from BMI and Transamerica Retirement Solutions may assign administrative duties to carry out the Plan to the appropriate departments, and is authorized to execute all necessary agreements incidental to the administration of the Plan.

Passed this ____day of _____,2021, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED THIS _____day of _____, 2021

_____

Nick Cuzzone, Village President, Village of Villa Park

ATTEST

_____

Hosanna Korynecky, Village Clerk, Village of Villa Park

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") between BABBITT MUNICIPALITIES, INC, CHICAGO, IL ("BMI") and Village of Villa Park (the "Sponsoring Entity") sets forth the basis on which BMI agrees to provide certain services with respect to the Sponsoring Entity's employee benefit plan known as the Village of Villa Park Retiree Healthcare Funding Plan (RHFP) (the "Plan").

PURPOSE

The Plan provides for the payment of various health and welfare expenses for eligible employees of the Sponsoring Entity. The Sponsoring Entity desires that BMI provide certain services relating to the Plan. Accordingly, the Sponsoring Entity and BMI now wish to enter into an agreement to provide for these services, as set forth in this Agreement.

ARTICLE I

RESPONSIBILITIES OF THE SPONSORING ENTITY

The Sponsoring Entity has the responsibilities and duties outlined in this Article I below:

1.01 **Interpret the Plan and Determine Participant Eligibility and Benefit Entitlement.** As Plan Sponsor and Plan Administrator, the Sponsoring Entity possesses the ultimate authority to interpret the Plan for decisions involving eligibility for Plan participation, termination of Plan participation, and the calculation and payment of benefits to Plan participants. Nevertheless, the Sponsoring Entity will not direct BMI to take any action that would violate federal or state laws.

1.02 **Fund Plan Benefits and Pay Plan Expenses.** The Sponsoring Entity is solely responsible for the funding of benefits under the Plan and for the payment of all Plan administrative expenses as identified in Exhibit A. Ordinary Plan expenses shall be paid from the administration fee and investment contract funds. Extraordinary expenses such as fees of legal counsel, actuaries, accountants, trustees, auditors, health consultants, or other professionals appointed by the Sponsoring Entity or required in connection with the Plan shall be paid by the party that incurs the expense.

1.03 **Control Plan Assets.** The Sponsoring Entity has complete authority regarding the investment, management, and use of Plan assets, and BMI neither has nor is deemed to exercise any authority, control, or discretion over Plan assets.

1.04 **Amend and Terminate the Plan.** The Sponsoring Entity has complete discretion for all decisions involving the establishment, amendment, and termination of the Plan.

1.05 **Fulfill Legal Obligations of the Plan.** The Sponsoring Entity possesses the ultimate authority and responsibility for the Plan's compliance with and all applicable laws and regulations. This includes the responsibility for preparing and filing reports, if required by law, including Form(s) 5500, as well as performing discrimination testing that may be required by applicable law. Depending on the terms agreed to by the parties, BMI may assist in preparing filing reports and performing discrimination testing. See Section 2.13 to determine whether or not BMI will provide such services.

1.06 **Appoint Necessary Advisors.** The Sponsoring, Employer, BMI or the Plan may appoint necessary advisors, whether individuals or entities, to assist in the administration of the Plan. This may include legal counsel, actuaries, accountants, auditors, health consultants, and other professionals required by the Sponsoring Employer, the Plan or BMI. The entity that incurs the expense will pay the expenses associated with these appointments if not mutually agreed to on a prior basis. BMI will consult with the Sponsoring Employer whether such expenses are extraordinary Plan Expenses under Section 1.02, prior to incursion.

1.07 **Provide COBRA Notices.** The Sponsoring Entity has the responsibility for informing individuals whose participation in the Plan would otherwise terminate of their right, if any, to continued coverage, as required by the Plan and the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

ARTICLE II

RESPONSIBILITIES OF BMI

BMI has the responsibilities and duties outlined in this Article II below:

2.01 **Provide Certain Plan-Related Documents.** BMI will provide the following documents relating to the Plan for the Sponsoring Entity's review and approval:

RHFP Plan Document (Welfare Benefit Plan)
RHFP Trust Agreement
Specifications
Administrative Forms
Summary Plan Description (if required)

2.02 **Establish Trust and Help Select Trustee.** BMI will assist the Sponsoring Entity in selecting a trustee for the trust.

2.03 **Arrange for Insurance Coverage That is Selected by Sponsoring Entity.** BMI will assist the Sponsoring Entity in performing the administrative tasks necessary to identify and procure the insurance coverages, if any, that will be offered under the Plan.

2.04 **Coordinate With Service Providers.** BMI will coordinate the Plan's interactions with the various providers of services and products, including trustees, record keepers, investment advisors, product vendors, and legal, accounting, actuarial, and other service providers as necessary to carry out its duties and responsibilities under this Agreement.

2.05 **Coordinate Enrollment Meetings and Participant Communications**. BMI will

organize and coordinate enrollment meetings with Sponsoring Entity's employees. BMI will also coordinate communication between such employees and the Plan.

2.06 **Evaluate Claims for Benefits.** BMI will review and evaluate all benefit claims submitted by participants, in accordance with the terms of the Plan. When BMI deems that further evaluation of a benefit claim is necessary, BMI may recommend that the Sponsoring Entity engage the services of legal counsel, actuaries, accountants, auditors, health consultants or other professionals at Sponsoring Entity's cost.

2.07 **Process Payments.** At the direction of the Sponsoring Entity, BMI will prepare payment from the trust to the provider or insurance issuer for claims payable under the Plan.

2.08 **Maintain Relevant Records: Make Records Available for Inspection.** BMI will maintain reasonable records regarding its administration of the Plan. BMI will ensure that the Sponsoring Entity may, if it so desires, periodically inspect all relevant records relating to the administration of the Plan. Such inspections may be done at a mutually agreeable time for the parties.

2.09 **Accuracy of Information**. The Sponsoring Entity understands and agrees that in order for BMI to fulfill its duties under the Agreement, BMI will need to rely on the oral and written statements of the Sponsoring Entity, officers, directors, employees, and agents of the Sponsoring Entity, Plan participants, Plan advisors, and Plan service providers. BMI is not responsible for verifying the accuracy of such information. The Sponsoring Entity agrees to hold harmless BMI for any loss or damage to the Plan or the Sponsoring Entity resulting from BMI's good faith reliance on such information.

2.10 **Provide Quarterly Reports**. BMI will submit to the Sponsoring Entity a quarterly accounting of all payments made from the Plan's trust.

2.11 **Assist With Plan Amendments.** BMI will provide advice to the Sponsoring Entity on possible revisions to the Plan's terms and benefits, and will assist in preparing any such amendments elected by the Sponsoring Entity.

2.12 **Maintain Confidentiality.** BMI will comply with the HIPAA Privacy Rules and keep confidential all individually identifiable personal health information relating to Plan participants. BMI will not disclose such personal information, except as required by law or as necessary for the administration of the Plan. If the Sponsoring Entity is deemed to be a covered entity under HIPAA, then BMI will execute a business associate agreement with the Sponsoring Entity.

2.13 **Annual Reports and Discrimination Testing.** BMI will assist in the preparation and filing of signature ready Form 5500 annual reports, if required, to be filed with the Internal Revenue Service. BMI will assist in performing any discrimination testing that is required by applicable provisions of the Internal Revenue Code.

2.14 **Outsource Certain Tasks.** BMI may utilize the services of any outside professional in performing of its responsibilities under the agreement. BMI bears the same responsibility for any services rendered by an outside professional on behalf of the Plan as BMI would if BMI had rendered the services itself.

2.15 **Express Limitations on Responsibilities of BMI.** Except for the duties and responsibilities expressly set forth in this Agreement, BMI does not assume any other obligations related to the Plan or the Sponsoring Entity. This limitation on the responsibilities of BMI includes, but is not limited to, the following

a. BMI does not have any discretionary authority or control over the design, management, or operation of the Plan and is neither a sponsor nor a fiduciary under the Plan. BMI may assist the Sponsoring Entity with, but does not assume responsibility for, operating the Plan in compliance with applicable state and federal laws and regulations.

b. BMI is not a trustee of the Plan.

c. BMI does not and will not render investment advice to the Plan.

d. Except as directed by the Sponsoring Entity, BMI does not have access to Plan assets and BMI is not responsible for verifying the existence of Plan assets.

e. BMI does not pay benefits, provide insurance for benefits or control the circumstances under which an excess loss insurer will provide insurance for benefits.

ARTICLE III

FEES FOR SERVICES

3.01 **Fee Schedule.** The Sponsoring Entity agrees to pay the fees set forth on the BMI fee schedule within 30 days of the date the Sponsoring Entity receives the invoice. The schedule is attached and incorporated into the Agreement as Exhibit A.

3.02 **Amendment of Fee Schedule.** The Sponsoring Entity agrees that the fees specified in Exhibit A may be amended if BMI gives the Sponsoring Entity written notice of the change at least thirty (30) days prior to the date that the amended fees are to become effective. If the Sponsoring Entity fails to deliver to BMI a written objection to the amended fees prior to their effective date, the services of BMI will be based upon the amended fees thereafter. If the Sponsoring Entity objects in writing to the amended fees, BMI will have the option to terminate the Agreement no earlier than 30 days after the Sponsoring Entity receives notice of termination from BMI.

ARTICLE IV

EFFECTIVE DATES OF AGREEMENT

4.01 **Effective Date.** This Agreement is effective as of the 24th day of May, 2021, and will remain in effect until the ___ day of _____, 20___.

4.02 **Year to Year Renewal.** This Agreement will automatically be renewed for one year periods unless terminated by BMI or the Sponsoring Entity upon written notice of not less

than sixty (60) days prior to the end of the current expiration date.

4.03 **Termination of Agreement by Either Party Without Cause.** This Agreement may be terminated at any time by either party, for any reason, upon sixty (60) days written notice to the other party.

4.04 **Termination of Agreement by Either Party with Cause.** This Agreement may also be terminated by either party with 14 days written notice, if either party fails to materially comply with the terms of this Agreement, has engaged in any illegal activity or a petition under bankruptcy laws is filed by or against the Sponsoring Entity or BMI. Parties will have 14 days to correct a breach upon notification prior to termination. An extension of this period of not more than 14 days may be allowed if the breach cannot be reasonably cured with the 14 days provided agreed upon by both parties.

ARTICLE V

LIABILITY AND INDEMNITY

5.01 **Limitation on Liability.** BMI does not insure nor underwrite the liability of the Sponsoring Entity under the Plan. The Sponsoring Entity retains the ultimate responsibility for all claims made under the Plan and all expenses incident to the Plan, except as specifically assumed in this Agreement by BMI.

5.02 **Gross Indemnification**. The Sponsoring Entity agrees to indemnify and hold harmless BMI and its directors, officers, agents, and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from or arising out of or in connection with any function or action of BMI under this Agreement or in connection with a claim for benefits under the Plan, at any time, unless it is determined that the liability was the result of negligence or misconduct on the part of BMI or any of its directors, officers, agents or employees.

BMI agrees to indemnify and hold harmless the Sponsoring Entity and its directors, officers, agents, and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, resulting from or arising out of or in connection with any function or action of BMI under this Agreement or in connection with a claim for benefits under the Plan, at any time, unless it is determined that the liability was the result of negligence or misconduct on the part of the Sponsoring Entity or any of its directors, officers, agents or employees.

5.03 **Proof of Insurance.** BMI will provide to the Sponsoring Entity Proof of Liability Insurance and Errors and Omissions coverage on an annual basis.

ARTICLE VI

MISCELLANEOUS

6.01 **Headings.** The section headings used throughout the Agreement are for convenience of reference only, and will not be construed to explain or modify the construction or meaning of the Agreement.

6.02 **Severability.** In the event that any portion of this Agreement is invalidated by a court of competent jurisdiction, the remainder of the Agreement will be given effect to the maximum extent possible.

6.03 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and any prior negotiations are merged into this Agreement. No oral agreements or understanding will be binding on either of the parties.

6.05 **Applicable Law.** This Agreement is governed by and is to be construed in accordance with the laws of the State of Illinois.

6.06 **No Third Party Beneficiaries**. Only parties to this Agreement shall gain any rights to enforce any provision of this Agreement.

6.07 **Non-Assignment.** This Agreement is binding on the parties' legal successors and heirs. This Agreement may not be assigned by either party without the prior written approval of an officer of the other party**.**

6.08 **Revisions to the Agreement.** This Agreement may be revised at any time by written agreement signed by both parties, except as otherwise provided herein.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

FOR THE SPONSORING ENTITY:	**FOR BMI:**
By _____	**By**_____
Title _____	**Title** _____
Date _____	**Date** _____

739668-1

EXHIBIT A

BMI FEE SCHEDULE

To be paid by Plan:

Investment Management fees are covered by separate agreement and are net participant expense in the calculation of unit values.

SPECIFICATIONS
OF THE VILLAGE OF VILLA PARK
RETIREE HEALTHCARE FUNDING PLAN

VILLAGE OF VILLA PARK RETIREMENT HEALTHCARE FUNDING PLAN

Effective: May 24, 2021

VILLAGE OF VILLA PARK RETIREMENT HEALTHCARE FUNDING PLAN

RETIREE HEALTHCARE FUNDING PLAN

SPECIFICATIONS

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VILLAGE OF VILLA PARK RETIREMENT HEALTHCARE FUNDING PLAN
RETIREE HEALTHCARE FUNDING PLAN

SPECIFICATIONS

The undersigned hereby adopts the VILLAGE OF VILLA PARK RETIREMENT HEALTHCARE FUNDING PLAN Retiree Healthcare Funding Plan ("Plan") and the VILLAGE OF VILLA PARK RETIREMENT HEALTHCARE FUNDING PLAN Retiree Healthcare Funding Trust ("Trust") for the benefit of Eligible Employees, their Dependents and Beneficiaries under the provisions of these specifications. The definitions set forth in the Plan and Trust shall apply herein unless the context requires otherwise**.**

1. SPONSORING ENTITY IDENTIFICATION

Name and Address: VILLAGE OF VILLA PARK RETIREMENT HEALTHCARE FUNDING PLAN
20 S Ardmore Ave
Villa Park, IL 60181

(a) Contact Person: Richard Keehner, Jr, Village Manager

Phone No.: 630-834-8500

Email: rkeehnerjr@invillapark.com

(b) Form of Business: Municipality

(c) Tax Identification No.: 36-6006132

2. PLAN AND TRUST IDENTIFICATION

(a) Village of Villa Park: **VILLAGE OF VILLA PARK RETIREMENT HEALTHCARE FUNDING PLAN RETIREE HEALTHCARE FUNDING PLAN**
(b) Name of Trust: **VILLAGE OF VILLA PARK RETIREMENT HEALTHCARE FUNDING PLAN**
(c) Collectively Bargained Plan: IAFF Local 2392

3. DEFINITIONS

(a) **Plan Administrator**. The Plan Administrator of the Plan shall be **Babbitt Municipalities Inc/ Joel J. Babbitt**.

(b) **Effective Date**. The Effective Date of the Plan is May 24, 2021.

(c) **Compensation.** Compensation (as defined in the Plan) shall be determined on the basis of the calendar year.

(d) **Separation of Service**. Per 40 ILCS 5/ Articles 3, 4, & 7

(e) **Plan Year**. The Plan Year shall be the 12-month period commencing on January 1 and ending on December 31**.**

(f) **Coverage Period**. The period for which Participant elections, if applicable, are valid under this Plan shall be the calendar year.

4. ELIGIBILITY REQUIREMENTS

Covered Group Requirement. **Entry Date**. To the extent participation is authorized under a collective bargaining agreement or policy adopted by the Board of Trustees of the VILLAGE OF VILLA PARK, an employee becomes eligible to participate beginning on the later of the date such employee meets the following conditions: (i) he or she is an employee of the VILLAGE OF VILLA PARK, (ii) he or she has completed his or her probationary period, and (iii) her or she is enrolled for retirement benefits under the Pension Fund pursuant to Article 4 of the Illinois Pension Code or the Illinois Municipal Retirement Fund pursuant to Article 7 of the Illinois Pension Code unless such enrollment is not otherwise required under the collective bargaining agreement or adopted policy.

5. CONTRIBUTIONS

Contributions. Contributions shall be made in accordance with the current collective bargaining agreement between the VILLAGE OF VILLA PARK and IAFF Local 2392 or otherwise provided in a policy adopted by the Board of Trustees of the VILLAGE OF VILLA PARK.

6. MEDICAL BENEFITS

A Participant may be eligible to be reimbursed for the payment of medical benefits (as specified in the Plan) or for the purchase of insurance made available under the Plan.

(a) Following retirement, a Participant may, as specified in writing by the Trustee, be eligible to be reimbursed for the following benefits as permitted by applicable law:

Premiums

- Medicare Part B coverage (or other Medicare premiums)
- Medicare-supplement ("Medigap") insurance
- COBRA continuation coverage
- Other health insurance approved by the Administrator, including any post-retirement medical plan sponsored by the Sponsoring Entity
- Dental coverage
- Vision care coverage
- Prescription drug coverage

- Qualified long-term care insurance

As permitted by the Plan and applicable law, reimbursement of out-of-pocket medical expenses such as deductibles, co-pays, prescription drugs, eyeglasses, dental work, hearing aids, etc.

7. EARNED BENEFITS AND FORFEITURES

(a) **Earning of Benefit Rights**. Benefits shall be earned pursuant to written rules established by the Trustee.

SPONSORING ENTITY

These Specifications and the corresponding provisions of the Plan and Trust documents are approved and adopted by the Sponsoring Entity on _____, 20____.

Signature: _____

Title: _____

Schedule of Participating groups

(a) IAFF Local 2392

(b) Deputy Chief

115 TRUST AGREEMENT
RETIREE HEALTHCARE FUNDING PLAN

Village of Villa Park

Retirement Healthcare Funding Plan

Effective Date: May 24, 2021

VILLAGE OF VILLA PARK
RETIREE HEALTHCARE FUNDING PLAN

115 TRUST AGREEMENT

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VILLAGE OF VILLA PARK
RETIREE HEALTHCARE FUNDING

115 TRUST AGREEMENT

THIS AGREEMENT is hereby established by Village of Villa Park Retirement Healthcare Funding Plan;

W I T N E S S E T H T H A T:

WHEREAS, the STATE STREET BANK AND TRUST COMPANY (herein referred to as the "Trustee"), is recognized as Trustee by way of the funding arrangement with Transamerica Retirement Solutions

WHEREAS, the Village of Villa Park has previously or concurrently adopted the Village of Villa Park Retiree Healthcare Funding Plan, herein referred to as the "Plan" and incorporated by reference including all definitions therein; and

WHEREAS, under the terms of the Plan, funds will from time to time be contributed to the Trustee, which funds as and when received by the Trustee, will constitute a trust fund to be held by said Trustee under the Plan for the benefit of the Participants, their Dependents or their Beneficiaries; and

WHEREAS, the party(s) desires the Trustee to hold and administer such funds and the Trustee is willing to hold and administer such funds pursuant to the terms of this Agreement; and

WHEREAS, the party(s) intends that this Trust, as defined herein, comply with Section 115 of the Internal Revenue Code (the "Code").

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants herein contained, the party(s), the Trustee and the Administrator do hereby covenant and agree as follows:

ARTICLE I

TRUST AND TRUST FUND

1.1 NAME OF TRUST

This Trust shall be entitled Village of Villa Park Retiree Healthcare Funding Plan 115 Trust Agreement (hereinafter referred to as the "Trust"), and shall carry into effect the provisions of the Plan created prior to, or concurrently herewith and forming a part hereof. All of the definitions in such Plan are hereby incorporated herein by reference. The Trustee hereby agrees to act as Trustee of the Trust, and to take, hold, invest, administer and distribute in accordance with the following provisions, any and all contributions and assets paid or delivered to the Trustee pursuant to the Plan.

1.2 TRUST FUND

All of the assets at any time held hereunder by the Trustee are hereinafter referred to collectively as the "Trust Fund". All right, title and interest in and to the assets of the Trust Fund shall be at all times vested exclusively in the Trustee.

1.3 TRUSTEE'S RECEIPT OF CONTRIBUTIONS

The Trustee shall receive, take, and hold any contributions paid to the Trustee in cash or in other property acceptable to the Trustee. All contributions so received together with the income therefrom and any other increment thereon shall be held, managed, and administered by the Trustee pursuant to the terms of this Agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall not be responsible for the collection of any contributions under the Plan.

ARTICLE II

PLAN

2.1 DELIVERY OF PLAN DOCUMENT TO TRUSTEE

The **Administrator** or its agent shall deliver to the Trustee a copy of the Plan document and of any amendments thereto for convenience of reference, but rights, powers, titles, duties, discretions and immunities of the Trustee shall be governed solely by this instrument without reference to the Plan.

ARTICLE III

ADMINISTRATOR

3.1 APPOINTMENT OF ADMINISTRATOR

Babbitt Municipalities, Inc. is hereby designated as the Administrator of the Plan and Trust (herein referred to as the "Administrator"). The Administrator shall notify the Trustee in writing of any change in the identity of such Administrator. Until notified of the change, the Trustee shall be fully protected in acting upon the assumption that the identity of the Administrator has not been changed.

3.2 DIRECTIONS TO TRUSTEE

(a) All directions by the Administrator to the Trustee shall be in writing signed by such Administrator, or by the Administrator's duly appointed and authorized agent or representative.

(b) The Administrator shall furnish to the Trustee a specimen signature of the Administrator or Administrators, or of the Administrator's duly appointed and authorized agent or representative at the time he or she is appointed.

3.3 DETERMINATION OF INTERESTS

The Administrator shall have sole responsibility for determining the existence, non-existence, nature and amount of the rights and interests of all persons in the Trust Fund.

ARTICLE IV

CONTRIBUTIONS

4.1 RECEIPT OF CONTRIBUTIONS

The Trustee or its designated custodian shall receive all contributions paid in cash or other property acceptable to the Trustee, and all contributions so received together with the income therefrom and any increment thereon shall be held, managed and administered by the Trustee pursuant to this Agreement without distinction between principal and income. The Trustee shall have no duty to require any contributions to be made to the Trustee by the sponsoring employer or to determine that the amounts received comply with the Plan, or to determine that the Trust Fund is adequate to provide the benefits payable pursuant to the Plan.

ARTICLE V

TRUSTEE

5.1 APPOINTMENT OF TRUSTEE

The Trustee hereunder shall be State Street Trust and Bank. Any successor shall be a bank or trust company chartered and regulated by Federal banking authorities or by similar authorities of one of the United States. The Trustee shall have the following general categories of responsibilities:

(a) to invest, manage, and control the Plan assets as directed by the Administrator (or by an Investment Manager, if one is appointed in accordance with Sections 5.2 and 5.3). The Trustee shall not be responsible for verifying that investment of Plan assets is consistent with any "funding plan and method" adopted by the party(s), but may rely on the direction of the Administrator and/or the Investment Manager;

(b) to pay benefits required under the Plan to be paid to Participants, their Dependents or, in the event of death, their Beneficiaries, including withholding and depositing of income taxes with respect to taxable benefit payments, pursuant to the direction of the Administrator;

(c) to maintain records of receipts and disbursements and furnish to the party(s) and/or Administrator for each Fiscal Year a written annual report per Section 5.9.

5.2 INVESTMENT POWERS AND DUTIES OF THE TRUSTEE

Subject to the direction of the Administrator and consistent with any "Funding Policy and Method", the Trustee shall have the following powers and duties with respect to the investment of the Plan Assets:

(a) to apply for, own, and pay premiums on life insurance Contracts or Policies;

(b) to invest and reinvest the Trust Fund to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, including, but not limited to, stocks, common or preferred, bonds and other evidences of indebtedness or ownership, and real estate or any interest therein. In directing the Trustee to make such investments, the Administrator shall give due regard to any limitations imposed by the Code or ERISA, if applicable.

(c) From time to time with the consent of the Administrator, to transfer to a common, collective, or pooled trust fund maintained by any corporate Trustee hereunder, all or such part of the Trust Fund as the Administrator may deem advisable, and such part or all of the Trust Fund so transferred shall be subject to all the terms and provisions of the common, collective, or pooled trust fund which contemplate the commingling for investment purposes of such trust assets with trust assets of other trusts. The Trustee may, from time to time with the consent of the Administrator, withdraw from such common, collective, or pooled trust fund all or such part of the Trust Fund as the Administrator may deem advisable.

(d) To maintain one or more accounts within the Trust for the purpose of: (i) keeping track of and charging the Trustee's fees due from the Plan, or (ii) segregating assets held for investment within the Trust Fund by type of investment or investment strategy, and to transfer from any such account to another account within the Trust Fund.

(e) The powers granted to the Trustee shall be exercised in the sole fiduciary discretion of the Trustee. However, if Participants, Dependents or Beneficiaries are empowered, each of them may direct the Trustee to separate and keep separate all or a portion of his account; and further each such person is authorized and empowered, to give directions to the Trustee in such form as the Trustee may require concerning the investment of the Participant's, Dependent's or Beneficiary's directed account. The Trustee shall comply as promptly as practicable with investment directions given hereunder. The Trustee may refuse to comply with any investment direction in the event the Trustee deems such directions to be improper by virtue of applicable law. Any costs and expenses related to compliance with the Participant's, Dependent's or Beneficiary's direction shall be borne by his account.

5.3 OTHER POWERS OF THE TRUSTEE

The Trustee, in addition to all powers and authorities under common law, statutory authority, including ERISA, if applicable, and consistent with the other provisions of this Agreement, shall have the following powers and authorities, to be exercised under the direction of the Administrator:

(a) To purchase, or subscribe for, any securities or other property and to retain the same.

(b) To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition, with or without advertisement;

(c) To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;

(d) To cause any securities or other property to be registered in the Trustee's own name or in the name of one or more of the Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund;

(e) To keep such portion of the Trust Fund in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;

(f) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

(g) To make, execute, acknowledge, and deliver any documents of transfer and conveyance or any other instruments that may be necessary or appropriate to carry out the powers herein granted;

(h) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings;

(i) To employ suitable agents and counsel and to pay their reasonable expenses and compensation, and such agent or counsel may or may not be agent or counsel for the party(s);

(j) To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan;

(k) To apply for and procure from responsible insurance companies selected by the Administrator, such endowment and other life insurance Contracts on the life of any Participant as required to insure or protect the benefits under the Plan as the Administrator shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such endowment or other insurance contracts; to collect, receive, and settle for the proceeds of all such endowment or other insurance contracts as and when entitled to do so under the provisions thereof;

(l) To invest funds of the Trust in time deposits or savings accounts bearing a reasonable rate of interest in the Trustee's bank;

(m) To invest in Treasury Bills and other forms of United States government obligations;

(n) Except as hereinafter expressly authorized, the Trustee is prohibited from selling or purchasing stock options. The Trustee is expressly authorized to write and sell call options under which the holder of the option has the right to purchase shares of stock held by the Trustee as a part of the assets of this Trust, if such options are traded on and sold through a national securities exchange registered under the Securities Exchange Act of 1934, as amended, which exchange has been authorized to provide a market for option contracts pursuant to Rule 9B-l promulgated under such Act, and so long as the Trustee at all times up to and including the time of exercise or expiration of any such option holds sufficient stock in the assets of this Trust to meet the obligations under such option if exercised. In addition, the Trustee is expressly authorized to purchase and acquire call options for the purchase of shares of stock covered by such options if the options are traded on and purchased through a national securities exchange as described in the immediately preceding sentence, and so long as any such option is purchased solely in a closing purchase transaction, meaning the purchase of an exchange traded call option the effect of which is to reduce or eliminate the obligations of the Trustee with respect to a stock option contract or contracts which it has previously written and sold in a transaction authorized under the immediate prior sentence;

(o) To deposit moneys in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

(p) With the consent of the Administrator, to pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee benefit trust or 115 trust as permitted by the Code, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of the Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests;

5.4 DUTIES OF THE TRUSTEE REGARDING PAYMENTS

At the direction of the Administrator, the Trustee shall, from time to time, in accordance with the terms of the Plan, make payments out of the Trust Fund. The Trustee shall not be responsible in any way for the application of such payments.

5.5 TRUSTEE'S COMPENSATION, EXPENSES AND TAXES

The Trustee shall be paid such reasonable compensation as shall from time to time be agreed upon in writing by the party(s) and the Trustee. In addition, the Trustee shall be reimbursed for any reasonable expenses, including reasonable counsel fees incurred by it as Trustee. Such compensation and expenses shall be paid from the Trust Fund unless paid or advanced by the party(s). All taxes of any kind and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

5.6 PAYMENT OF EXPENSES

All expenses of administration may be paid out of the Trust Fund unless previously paid by the party(s). Such expenses shall include any expenses incident to the functioning of the Administrator, including, but not limited to, fees of Trustees, accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund.

5.7 VALUATION OF THE TRUST FUND

As of each Anniversary Date, and at such other date or dates deemed necessary by the Administrator, herein called "valuation date", the Trustee shall determine the net worth of the assets comprising the Trust Fund as it exists on the "valuation date" prior to taking into consideration any contribution for that Plan Year. In determining such net worth, the Trustee shall value the assets comprising the Trust Fund at their fair market value as of the "valuation date" and shall deduct all expenses for which the Trustee has not yet obtained reimbursement from the Trust Fund.

5.8 METHOD OF VALUATION

In determining the fair market value of securities held in the Trust Fund which are listed on a registered stock exchange, the Trustee shall value the same at the prices they were last traded on such exchange preceding the close of business on the "valuation date". If such securities were not traded on the "valuation date", or if the exchange on which they are traded was not open for business on the "valuation date", then the securities shall be valued at the prices at which they were last traded prior to the "valuation date". Any unlisted security held in the Trust Fund shall be valued at its bid price next preceding the close of business on the "valuation date", which bid price shall be obtained from a registered broker or an investment banker

5.9 ANNUAL REPORT OF THE TRUSTEE

Within sixty (60) days after the Anniversary Date for each Plan Year, the Trustee or its designated custodian shall furnish to the party(s) and to the Administrator a written statement of account with respect to the Fiscal Year for which such contribution was made setting forth:

(a) the net income, or loss, of the Trust Fund;

(b) the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets;

(c) the increase, or decrease, in the value of the Trust Fund;

(d) all payments and distributions made from the Trust Fund; and

(e) such further information as the Trustee and/or Administrator deems appropriate. The party(s), forthwith upon its receipt of each such statement of account, shall acknowledge receipt thereof in writing and advise the Trustee and/or Administrator of its approval or disapproval thereof. Failure by the party(s) to disapprove any such statement of account within ninety (90) days after its receipt thereof shall be deemed an approval thereof. The approval by the party(s) of any statement of account shall be binding as to all matters embraced therein as between the party(s) and the Trustee to the same extent as if the account of the Trustee had been settled by judgment or decree in an action for a judicial settlement of its account in a court of competent jurisdiction in which the Trustee, the party(s) and all persons having or claiming an interest in the Plan were parties; provided, however, that nothing herein contained shall deprive the Trustee of its right to have its accounts judicially settled if the Trustee so desires.

5.10 AUDIT

(a) If an audit of the Plan's records shall be required by ERISA and the regulations thereunder for any Plan Year, the Administrator shall direct the Trustee to engage on behalf of all Participants an independent qualified public accountant for that purpose. Such accountant shall, after an audit of the books and records of the Plan in accordance with generally accepted auditing standards, within a reasonable period after the close of the Plan Year, furnish to the Administrator and the Trustee a report of his audit setting forth his opinion as to whether each of the following statements, schedules or lists, or any others that are required by the Secretary of Labor to be filed with the Plan's annual report, are presented fairly in conformity with generally accepted accounting principles applied consistently:

(1) statement of the assets and liabilities of the Plan;

(2) statement of changes in net assets available to the Plan;

(3) statement of receipts and disbursements, a schedule of all assets held for investment purposes, a schedule of all loans or fixed income obligations in default at the close of the Plan Year;

(4) a list of all leases in default or uncollectible during the Plan Year;

(5) the most recent annual statement of assets and liabilities of any bank common or collective trust fund in which Plan assets are invested or such information regarding separate accounts or trusts with a bank or insurance company as the Trustee and Administrator deem necessary; and

(6) a schedule of each transaction or series of transactions involving an amount in excess of three percent (3%) of Plan assets.

All auditing and accounting fees shall be an expense of and may, at the direction of the Administrator, be paid from the Trust Fund.

(b) If some or all of the information necessary to enable the Administrator to comply with Federal regulations or the Internal Revenue Code is maintained by a bank, insurance company, or similar institution, regulated and supervised and subject to periodic examination by a state or federal agency, it shall transmit and certify the accuracy of that information to the Administrator within one hundred twenty (120) days after the end of the Plan Year or such other date as may be prescribed under regulations of the Secretary of Labor.

5.11 RESIGNATION, REMOVAL AND SUCCESSION OF TRUSTEE

(a) The Trustee may resign at any time by delivering to the party(s), at least ninety (90) days before its effective date, a written notice of its resignation.

(b) The party(s) may remove the Trustee by mailing, by registered or certified mail, addressed to such Trustee at his last known address, at least thirty (30) days before its effective date, a written notice of its removal and a copy, certified by the party(s), of the resolution adopted effecting its removal.

(c) Upon the death, resignation, incapacity, dissolution or removal of any Trustee, a successor may be appointed by the party(s); and such successor, upon accepting such appointment in writing and delivering same to the party(s), shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with like respect as if he were originally named as a Trustee herein. Until such a successor is appointed, the remaining Trustee or Trustees shall have full authority to act under the terms of this Agreement. In the event that the party(s) does not name a successor Trustee by the effective date of the removal or resignation of the Trustee, the sponsoring employer shall become the Trustee hereunder.

(d) The party(s) may designate a successor Trustee prior to the resignation or removal of a Trustee. In the event a successor is so designated by the party(s) and accepts such designation, the successor shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with the like effect as if he were originally named as Trustee herein immediately upon the death, resignation, incapacity, or removal of his predecessor.

(e) Whenever any Trustee hereunder ceases to serve as such, he shall furnish to the party(s) and Administrator a written statement of account with respect to the portion of the Fiscal Year during which he served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Fiscal Year required under Section 5.9 or (ii) set forth in a special statement. Any such special statement of account should be rendered no later than the due date of the annual statement of account for the Fiscal Year. The procedures set forth in Section 5.9 for the approval by the party(s) of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the party(s) of any such special statement in the manner provided in Section 5.9 shall have the same effect upon the statement as the party(s)'s approval of an annual statement of account. No successor to the Trustee shall have any duty or responsibility to investigate the acts or transactions of any predecessor who has rendered all statements of account required by Section 5.9 and this subparagraph.

ARTICLE VI

AMENDMENT, TERMINATION AND MERGERS

6.1 AMENDMENT

The party(s) shall have the right at any time and from time to time to amend, in whole or in part, any or all of the provisions of this Agreement.

6.2 TERMINATION OF TRUST BY PARTY(S)

The party(s) shall have the right at any time to terminate the Trust by delivering to the Trustee and Administrator written notice of such termination. Upon such termination of the Trust, the party(s), by written notice to the Trustee and Administrator, may direct either:

6.3 MERGER, CONSOLIDATION OR TRANSFER

This Trust may be merged or consolidated with, or its assets and/or liabilities may be transferred to or from another Trust only if the benefits which would be received by a Participant or his or her Beneficiaries under the Plan, in the event of a termination of the Trust immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant or his or her Beneficiaries would have received if the Plan had terminated immediately before the transfer, merger or consolidation.

The Trustee, at the direction of the Administrator, may transfer the interest of a Participant to, or receive the transferred interest from, another trust forming part of Code Section 501(c)(9) or Code Section 115 trust as permitted by the Code, maintained by such participant's new or previous sponsoring employer and represented by said trustee in writing as meeting the requirements of the Code, provided that the trust to which such transfers are made permits the transfer to be made.

6.4 TRANSFER OF INTEREST

Pursuant to the direction of the Administrator, the Trustee may accept funds transferred from another trust forming part of a welfare benefit meeting the requirements of Code Section 115. The Administrator shall maintain records with respect to the separate "Participant's Transferred Account" on behalf of the party(s) and the Participant with respect to the amount transferred. In the event of such a transfer under this Plan, the Trustee may act upon the direction of the Administrator without determining the facts concerning a transfer.

ARTICLE VII

MISCELLANEOUS

7.1 QUALIFIED TRUST

(a) The Trust is intended to continue to qualify and to be tax exempt under the governmental authority provided by IRC Section 115, as amended from time to time.

(b) Notwithstanding anything herein to the contrary, if, pursuant to an application filed by or in behalf of the Plan, the Commissioner of the Internal Revenue Service or his delegate should determine that the Plan does not initially qualify as a tax-exempt plan and trust under IRC Section 115, and such determination is not contested, or if contested, is finally upheld, then the Plan shall be void *ab initio* and the Trustee shall direct the Administrator to return all amounts contributed to the Plan by the sponsoring employer, less expenses paid, within one year and the Plan shall terminate, and the Administrator shall be discharged from all further obligations.

7.2 PARTICIPANTS' RIGHTS

The Plan shall not be deemed to constitute a contract between the sponsoring employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in the Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the sponsoring employer or to interfere with the right of the sponsoring employer to discharge any Participant or Employee at any time regardless of the effect, which such discharge shall have upon him as a Participant in the Plan.

7.3 ALIENATION

No benefit which shall be payable out of the Trust Fund to any person (including a Participant or Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law.

In the event a Participant's benefits are garnished or attached by order of any court, the Administrator may bring an action for a declaratory judgment in a court of competent jurisdiction

to determine the proper recipient of the benefits to be paid by the Plan. During the pendency of said action, any benefits that become payable shall be paid into the court as they become payable, to be distributed by the court to the recipient it deems proper at the close of said action.

7.4 CONSTRUCTION OF AGREEMENT

This Trust shall be construed and enforced according to any applicable Federal rule, regulation or code and the laws of the state of Illinois of the Trustee.

7.5 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

7.6 PROHIBITION AGAINST DIVERSION OR INUREMENT

It shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of the Trust Fund maintained pursuant to this trust, or any funds contributed thereto, to inure (other than through the payment of benefits provided under the terms of the Plan) to the benefit of any private shareholder or individual.

7.7 BONDING

Every Fiduciary who handles funds or other property of the Trust, except a bank or an insurance company, unless exempted by ERISA, if applicable, and regulations thereunder, shall be bonded in an amount not less than 10% of the amount of the funds such Fiduciary handles; provided, however, that the minimum bond shall be $1,000 and the maximum bond, $500,000. The amount of funds handled shall be determined at the beginning of each Plan Year by the amount of funds handled by such person, group, or class to be covered and their predecessors, if any, during the preceding Plan Year, or if there is no preceding Plan Year, then by the amount of the funds to be handled during the then current year. The bond shall provide protection to the Plan against any loss by reason of acts of fraud or dishonesty by the Fiduciary alone or in connivance with others. The surety shall be a corporate surety company (as such term is used in Section 412(a)(2) of ERISA), and the bond shall be in a form approved by the Secretary of Labor. The cost of such bonds shall be an expense of and may, at the election of the Administrator, be paid from the Trust Fund or by the party(s).

7.8 ERRORS AND OMISSIONS

The Administrator shall direct the Trustee to purchase a Contract of insurance to protect the Trust Fund and its advisors against any potential liability which may arise in the day to day administration of the Plan and Trust from any error in action or failure to act as required under the

provisions of the Plan and/or Trust by the Administrator, its representatives, agents, employees or advisers.

7.9 SPONSOR'S, ADMINISTRATOR'S AND TRUSTEE'S PROTECTIVE CLAUSE

Neither the Sponsor, Administrator nor the Trustee, nor their successors, shall be responsible for the validity of any Contract of insurance issued hereunder or for the failure on the part of the insurer to make payments provided by any such Contract, or for the action of any person which may delay payment or render a Contract null and void or unenforceable in whole or in part.

7.10 INSURER'S PROTECTIVE CLAUSE

Any insurer who shall issue Contracts of insurance hereunder shall not have any responsibility for the validity of the Plan or for the tax or legal aspects of the Plan. The insurer shall be protected and held harmless in acting in accordance with any written direction of the Trustee, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Trustee. Regardless of any provision of the Plan or Trust, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Contract which it issues hereunder, or the rules of the insurer.

7.11 INDEMNIFICATION OF TRUSTEE

The party(s) shall indemnify and hold harmless the Trustee from all loss or liability (including expenses and reasonable attorneys' fees) to which the Trustee may be subject by reason of its execution of its duties under this Trust Agreement, or by reason of any acts taken in good faith in accordance with directions, or acts omitted in good faith in the absence of directions, from the Administrator, its agent or representative, or from an Investment Manager, unless such loss or liability is due to the Trustee's negligence or misconduct. The Trustee is entitled to collect on the indemnity provided by this Section only from the Administrator and is not entitled to any direct or indirect payment from assets of the Trust Fund.

The Trustee shall indemnify and hold harmless the party(s) and administrator from all loss or liability unless the such loss or liability is due to the party(s) and administrator's negligence or misconduct.

In the event that any lawsuit, claim, suit, or proceeding is brought involving the Plan or the Trust Fund in which the Trustee is named as a defendant, the Trustee shall be entitled to receive, on a current basis, indemnity payments as provided for in this Section. Provided, however, that if the final judgment entered in the lawsuit or proceeding holds that the Trustee is guilty of negligence or misconduct with respect to the Trust Fund, the Trustee shall be required to refund the indemnity payments that it has received.

7.12 LIMITATION OF TRUSTEE'S LIABILITY

The Trustee shall accept and rely upon any documents executed by the Administrator until such time as the sponsoring party(s) or Administrator files with the Trustee a written revocation of such designation. If the Trustee makes a written request for directions from the sponsoring party(s), the Administrator, or an Investment Manager, the Trustee may await such directions without incurring liability. The Trustee has no duty to act in the absence of such requested directions, but may in its

discretion take such action, as it deems appropriate to carry out the purpose of this Trust Agreement.

7.13 RECEIPT AND RELEASE FOR PAYMENTS

(a) No benefit payable to any Participant or Beneficiary shall exceed the value of the Trust assets allocated to that benefit. In the event that there are insufficient Trust assets to pay in full any benefit provided hereunder, neither the Trustee, the administrator nor the party(s) shall bear any liability to any Participant or Beneficiary on account of such insufficiency.

(b) Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Agreement, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee, the Administrator and the party(s), any of whom may require such Participant, legal representative, Beneficiary, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Trustee, Administrator or party(s).

7.14 HEADINGS

The headings and subheadings of this Agreement have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

ARTICLE VIII

EXECUTION

8.1 SIGNATURES

In witness of the foregoing promises and mutual covenants herein contained, the Parties have adopted and executed this Trust and the related Plan document as of the dates shown below:

Dated this ____ day of 20__.

(a) Signed by: _____

Title: _____

Signature: _____

(b) Signed by: _____

Title: _____

Signature: _____

WELFARE BENEFIT PLAN
RETIREE HEALTHCARE FUNDING PLAN
(RHFP)

Village of Villa Park

Retirement Healthcare Funding Plan

Effective Date: May 24, 2021

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VILLAGE OF VILLA PARK

RETIREE HEALTHCARE FUNDING PLAN (RHFP)

WELFARE BENEFIT PLAN

The Employer/Sponsoring Entity identified in the Retiree Healthcare Funding Plan Specifications ("Employer/Sponsoring Entity") hereby adopts and establishes a welfare benefit plan (herein referred to as the "Plan") for the benefit of its Eligible Employees, their eligible Dependents and Beneficiaries by completion of the RHFP® Plan Specifications.

BABBITT MUNICIPALITES INC. ("BMI"), an Illinois limited liability company, reserves all rights with respect to this Welfare Benefit Plan document, the RHFP® Plan Trust Agreement (the "Trust") and the Plan Specifications associated with it.

BMI and the Employer/Sponsoring Entity intend that this Plan and the Trust attached hereto, and by reference incorporated herein, constitute an "employee welfare benefit plan" under Title I, section 3(1), of the Employee Retirement Income Security Act of 1974 as amended ("ERISA") and an arrangement governed by section 115 of the Internal Revenue Code, as amended.

ARTICLE 1
DEFINITIONS

1.1 "Account Balance" means the aggregate value of the Participant's Employer/Sponsoring Entity Contribution Account and Accrued Leave Contribution Account.

1.2 "Accrued Leave Contribution" or "Employer/Sponsoring Entity Accrued Leave Contribution" means a contribution to the Participant's account made by the Employer/Sponsoring Entity, to the extent such contribution is selected in the Plan Specifications.

1.3 "Accrued Leave Contribution Account" means that portion of the Trust Fund held by the Trustee and separately maintained by the Administrator on behalf of and for the purpose of providing benefits to a Participant, his or her Dependent(s) and Beneficiaries, pursuant to Section 5.1 hereof, attributable to Employer/Sponsoring Entity Accrued Leave Contributions.

1.4 "Administrator" or "Plan Administrator" means the individual, entity or group designated by the Employer/Sponsoring Entity in the Plan Specifications pursuant to Section 2.2 hereof to administer the Plan on behalf of the Employer/Sponsoring Entity and the Participants.

1.5 "Adopting Employer/Sponsoring Entity" means a corporation or other organization other than the Employer/Sponsoring Entity which adopts this Plan by executing an Plan Specifications setting forth its terms of adoption pursuant to Article 11 hereof.

1.6 "Adoption Date" means the date as of which the Employer/Sponsoring Entity adopts this Plan as set forth in the Plan Specifications.

1.7 "Allocation Date" means the date as of which Employer/Sponsoring Entity contributions are credited to the account of Participants as elected in the Plan Specifications.

1.8 "Anniversary Date" means the last day of each Plan Year.

1.9 "Authorized Leave of Absence" means a temporary cessation of active employment with the Employer/Sponsoring Entity pursuant to an established policy, whether occasioned by illness, military service, maternity or paternity leave, or any other reason. An Authorized Leave of Absence shall not be considered a termination of employment.

1.10 "Beneficiary" or "Beneficiaries" means the person or persons designated by the Participant pursuant to Section 8.4 to receive benefits payable from the Plan (or directly from insurance Policies purchased by the Plan) in the event of the Participant's death.

1.11 "BMI" means BABBITT MUNICIPALITES INC. and any successor that shall maintain this Plan document.

1.12 "Break in Service" means a 12-consecutive month period set forth in the Plan Specifications during which an Employee fails to complete more than 500 Hours of Service.

1.13 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.14 "Collective Bargaining Agreement" means a bona fide agreement between the Employer/Sponsoring Entity and Employee representatives provided that health and welfare benefits were the subject of good faith bargaining between such Employee representatives and the Employer/Sponsoring Entity. The term "Employee representatives" does not include an organization more than half of whose members are owners, officers or executives of the Employer/Sponsoring Entity.

1.15 "Compensation" with respect to a Participant means the total wages or salary, overtime, commissions, bonuses, and any other taxable remuneration earned while a Participant from the Employer/Sponsoring Entity and actually paid (determined as elected in the Plan Specifications) during the 12-month period elected in the Plan Specifications, and shall exclude amounts realized from the exercise of non-qualified stock options and amounts realized from the sale, exchange or other disposition of stock acquired under qualified stock options, when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture and may not exceed the compensation limit contained in Code section 505(b)(7). The Employer/Sponsoring Entity may elect in the Plan Specifications to exclude as Compensation any amount which is contributed by the Employer/Sponsoring Entity pursuant to a salary reduction agreement and which is not includible in the gross income of an employee under Code sections 125, 402(e)(3), 402(h), or 403(b). The Employer/Sponsoring Entity may also elect in the Plan

Specifications to eliminate categories of Compensation which do not result in discrimination in favor of Highly-Compensated Employees, including:

(a) Amounts paid in commissions, bonuses or overtime compensation;

(b) Contributions under a salary reduction agreement to a cash or deferred plan under Code section 401(k), or to a simplified employee pension plan under Code section 408(k).

(c) Compensation in excess of a maximum amount specified.

1.16 "Covered Group" means those Employees whom the Employer/Sponsoring Entity has elected to cover under this Plan in the Plan Specifications.

1.17 "Dependent" means, with respect to any Participant:

(a) The Participant's spouse;

(b) A child of the Participant or the Participant's spouse (including a child placed for adoption with or under legal guardianship of the Participant or spouse) who is unmarried and is less than 19 years of age or is less than 25 years of age and is a full-time student at an accredited educational institution during at least five (5) months of the calendar year. The age requirement is waived for any child who is mentally or physically disabled prior to age 19, is incapable of self-sustaining employment and who is a "dependent" of the Participant within the meaning of section 152 of the Code;

(c) Any other person that the Administrator, relying on information furnished by the Participant, in good faith determines to meet the definition of a dependent within the meaning of section 152(a) of the Code.

1.18 "Disability" means a physical or mental condition of a Participant expected to last for a continuous period of not less than twelve (12) months, resulting from bodily injury, disease, or mental disorder which renders the Employee incapable of engaging in or continuing his or her usual and customary employment. A licensed physician selected by the Administrator shall determine the Disability of a Participant. The determination shall be applied uniformly to all Participants.

1.19 "Discretionary Contribution" or "Employer/Sponsoring Entity Discretionary Contribution" means a contribution to the Participant's account made by the Employer/Sponsoring Entity, to the extent such contribution is selected in the Plan Specifications.

1.20 "Early Retirement Date" means the combination of age and Years of Service established by the Employer/Sponsoring Entity in the Plan Specifications, which is the earliest date on which a Participant may retire and receive post-retirement benefits under the Plan.

1.21 "Earned" means that portion of a Participant's Employer/Sponsoring Entity Contribution Account to which the Participant has become entitled by virtue of his or her age and Years of Service (or Years of Participation) in accordance with the Earned benefit schedule set forth in the Plan Specifications.

1.22 "Effective Date" means the date on which this Plan initially is effective, as set forth in the Plan Specifications.

1.23 "Eligible Employee" means an Employee who has satisfied the eligibility requirements set forth in the Plan Specifications.

1.24 "Employee" means any person employed by the Employer/Sponsoring Entity who receives compensation for personal services to the Employer/Sponsoring Entity that is subject to withholding for federal income tax purposes. The term "Employee" does not include an independent contractor or leased employee or any individual who is classified by the Employer/Sponsoring Entity other than as an Employee even if it is later determined that the classification is incorrect.

1.25 "Employer/Sponsoring Entity" means a corporation or other organization that adopts this Plan by executing an Plan Specifications setting forth its terms of adoption and any predecessor or successor thereto. Where appropriate, Employer/Sponsoring Entity shall also mean any Adopting Employer/Sponsoring Entity, including any organization that must be aggregated with the Employer/Sponsoring Entity under Code Sections 414(b)(c) or (m).

1.26 "Employer/Sponsoring Entity Contribution Account" means that portion of the Trust Fund held by the Trustee and separately maintained by the Administrator on behalf of and for the purpose of providing benefits to a Participant, his or her Dependent(s) and Beneficiaries, pursuant to Section 5.1 hereof, attributable to Employer/Sponsoring Entity Discretionary Contributions.

1.27 "Entry Date" means the date on which an Employee commences participation in the Plan as elected by the Employer/Sponsoring Entity in the Plan Specifications. After an Employee's Entry Date, such Employee shall be considered to be a Participant in the Plan.

1.28 "ERISA" means the Employee Retirement Income Security Act of 1974, as it may be amended from time to time.

1.29 "Fiduciary" means any person who: (i) exercises any discretionary authority or control respecting management of the Plan or exercises any authority or control respecting management or disposition of its assets; (ii) renders investment advice for a fee or other compensation, direct or indirect, with respect to any moneys or other property of the Plan or has any authority or responsibility to do so, or (iii) has any discretionary authority or discretionary responsibility in the administration of the Plan, including, but not limited to, the Trustee, the Employer/Sponsoring Entity and the Administrator.

1.30 "Fund" or "Trust Fund" means the assets of the Plan held in trust, as the same shall exist from time to time, including earnings and appreciation thereon.

1.31 "Highly Compensated Employee" means any Employee who (i) was a five percent (5%) owner (as described in Code section 416(i)(1)) of an Adopting Employer/Sponsoring Entity at any time during the determination year or the preceding year, or (ii) who, for the preceding year received Compensation from the Adopting Employer/Sponsoring Entity (or from all entities required to be aggregated with the Adopting Employer/Sponsoring Entity pursuant to sections 414(b), (c) or (m) of the Code) in excess of $80,000 [as adjusted pursuant to Code section 415(d)], and was in the "top-paid group of employees" (as described in Code section 414(q) for such preceding year.

1.32 "Highly Compensated Individual", for purposes of testing whether the Plan meets the requirements of Code section 105(h) means an individual who is--

(a) One of the five (5) highest paid officers,

(b) A shareholder who owns (with the application of Code section 318) more than ten percent (10%) in value of the stock of the Employer/Sponsoring Entity; or

(c) Among the highest paid twenty-five percent (25%) of all Employees (other than employees described in section 105(h)(3)(B) who are not participants in this Plan or in any self-insured medical or in a health maintenance organization plan maintained by the Employer/Sponsoring Entity).

The status of an Employee as an officer or stockholder is determined with respect to a particular benefit on the basis of the Employee's officer status or stock ownership at the time during the Plan Year at which the benefit is provided. In calculating the highest paid twenty-five percent (25%) of all Employees, the number of Employees included will be rounded to the next highest number. The level of an Employee's compensation is determined on the basis of the Employee's compensation for the Plan Year. For purposes of the preceding sentence, fiscal year plans may determine Employee compensation on the basis of the calendar year ending within the Plan Year.

1.33 "Hour of Service" means (i) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer/Sponsoring Entity, and (ii) each hour (up to a maximum of 501 hours) for which an Employee is paid, or entitled to payment, by the Employer/Sponsoring Entity on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or Authorized Leave of Absence. Hours of Service shall be determined on the basis elected in the Plan Specifications.

Hours of Service shall be credited for employment with the Employer/Sponsoring Entity and with any Adopting Employer/Sponsoring Entity or other entity required to be aggregated with the Employer/Sponsoring Entity pursuant to Code section 414(o) and the Regulations thereunder. Hours of Service shall also be credited for any individual considered an Employee for purposes of this Plan under Code section 414(n) or Code section 414(o) and the Regulations thereunder.

Solely for purposes of determining whether a Break in Service, as defined in paragraph 1.12, for purposes of participation and earning of benefits has occurred in a computation period, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, eight (8) Hours of Service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence by reason of the pregnancy of the individual, by reason of a birth of a child of the individual, by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or in all other cases, in the following computation period. No more than 501 hours will be credited under this paragraph.

1.34 "Investment Manager" means any person, firm or corporation who is a registered investment adviser under the Investment Advisers Act of 1940, a bank or an insurance company, and (i) who has the power to manage, acquire, or dispose of Plan assets, and (ii) who acknowledges in writing his Fiduciary responsibility to the Plan.

1.35 "Key Employee" means any Employee or former Employee (and the Beneficiaries of such Employee) who at any time during the determination period was an officer of the Employer/Sponsoring Entity if such individual's annual Compensation exceeds 50% of the dollar limitation under Code section 415(b)(1)(A) (the defined benefit maximum annual benefit), an owner (or considered an owner under Code section 318) of one of the ten largest interests in the Employer/Sponsoring Entity if such individual's Compensation exceeds 100% of the dollar limitation under Code section 415(c)(1)(A), a 5% owner of the Employer/Sponsoring Entity, or a 1% owner of the Employer/Sponsoring Entity who has an annual Compensation of more than the amount set forth in Code section 415(d) (as adjusted by the Secretary of the Treasury). For purposes of determining who is a Key Employee, annual Compensation means Compensation determined under Code section 415, but including amounts deferred to a cash or deferred plan under code section 401(k), a simplified employee pension plan under Code section 408(k), a cafeteria plan under Code section 125 or a tax-deferred annuity under Code section 403(b). The determination period is the Plan Year containing the Determination Date. The determination of who is Key Employee will be made in accordance with Code section 416(i)(1) and the Regulations thereunder.

1.36 "Leased Employee" means any person (other than an Employee of the recipient) who, pursuant to an agreement between the recipient and any other person ("leasing organization"), has performed services for the recipient [or for the recipient and related persons determined in accordance with Code section 414(n)(6)] on a substantially full-time basis for a period of at least one year, and such services are under the primary direction or control of the recipient Employer/Sponsoring Entity.

1.37 "Medical Expense" means any expense paid for medical care of a Participant and his or her spouse and other Dependents within the meaning of Section 213 of the Code. Such expenses include physician's and hospital charges, dental charges, hearing and vision expenses, prescriptions, ambulance, laboratory fees, convalescent and nursing home care, hospice care, private nursing care, Medigap or Medicare supplement insurance premiums, other medical insurance premiums, convalescent or nursing home care, the cost of medications and/or prescriptions, private nursing and hospice care, amounts paid or due as deductibles, co-pay amounts, co-insurance costs, and other medical expenses within the meaning of Section 213(d) of the Internal Revenue Code.

1.38 "Normal Retirement Date" means the combination of age and Years of Service established by the Employer/Sponsoring Entity in the Plan Specifications, at or after which a Participant may receive his or her post-retirement benefits under the Plan.

1.39 "Participant" means any Eligible Employee who has not for any reason become ineligible to participate in the Plan.

1.40 "Plan" means the welfare benefit plan adopted by the Employer/Sponsoring Entity under this Plan document, the Plan Specifications and the separate Trust Agreement, including all amendments thereto, all of which are incorporated by reference and made a part hereof.

1.41 "Plan Specifications" means the RHFP® Plan Specifications document attached hereto and incorporated herein by reference, by which the Employer/Sponsoring Entity establishes or by which an Adopting Employer/Sponsoring Entity adopts a welfare benefit plan pursuant to the terms of this Plan for the benefit of its Eligible Employees.

1.42 "Plan Year" means the Plan's accounting year of twelve (12) consecutive months designated by the Employer/Sponsoring Entity in the Plan Specifications.

1.43 "Policy" means an insurance or annuity policy or policies, either group or individual, issued by an insurer.

1.44 "Qualified Medical Child Support Order" means a signed judgment, decree or order (including approval of a settlement agreement) issued by a state court or administrative agency which requires or purports to require a Participant to provide medical or health insurance to a Dependent child.

1.45 "Regulation" means a section of the Income Tax Regulations promulgated by the Secretary of the Treasury or his delegate, as amended from time to time.

1.46 "Retirement Date" means the date as of which a Participant actually retires, whether such retirement occurs on or after the Participant's Early Retirement Date or Normal Retirement Date. The Early Retirement Date and Normal Retirement Date are set forth in the Plan Specifications.

1.47 "Service" means the period of current or prior employment with the Employer/Sponsoring Entity. If the Employer/Sponsoring Entity maintains a plan of a predecessor

Employer/Sponsoring Entity, Service for the predecessor shall be treated as Service for the Employer/Sponsoring Entity.

1.48 "Severance" or "Severance of Employment" means the termination of a period of Service with the Employer/Sponsoring Entity, other than an Authorized Leave of Absence, for reasons other than death, disability or retirement.

1.49 "Severed Participant" means a Participant whose employment has been terminated for reasons other than death or retirement.

1.50 "Trustee" means the person or persons named or appointed as Trustee under the Trust in any separate trust forming a part of this Plan, and his, their, or its successors.

1.51 "Trust" means the separate trust or trusts created pursuant to this Plan, incorporated herein by reference.

1.52 "Valuation Date" means the last day of the Plan Year and such other date or dates selected by the Employer/Sponsoring Entity on which Participant accounts are valued in accordance with Article 5 hereof.

1.53 "Year of Participation" means a Year of Service during which an Employee is eligible to participate in the plan and is credited by the Employer/Sponsoring Entity with the number of Hours of Service specified in the Plan Specifications. The initial computation period for determining Years of Participation shall commence on the first day of the Plan Year that includes the Participant's Entry Date.

1.54 "Year of Service" means the computation period of twelve (12) consecutive months, set forth in the Plan Specifications, during which an Employee is credited by the Employer/Sponsoring Entity with the number of Hours of Service specified in the Plan Specifications. Notwithstanding the foregoing, a Participant shall be credited with a Year of Service for any Plan Year in which he performs an average of thirty (30) Hours of Service per week or is credited with 1,000 Hours of Service total.

Years of Service with the Employer/Sponsoring Entity and with a predecessor Employer/Sponsoring Entity or any Adopting Employer/Sponsoring Entity shall be recognized.

Years of Service for eligibility to participate in the Plan, for allocation of Employer/Sponsoring Entity contributions and for Earning of benefits may be different, as elected in the Plan Specifications. To determine Years of Service and Breaks in Service for purposes of eligibility, the 12-consecutive month period shall commence on the date on which an Employee first performs an Hour of Service for the Employer/Sponsoring Entity and each anniversary thereof, such that the succeeding 12-consecutive month period commences with the employee's first anniversary of employment and so on.

ARTICLE 2

ADMINISTRATION

2.1 POWERS AND RESPONSIBILITIES OF THE EMPLOYER/SPONSORING ENTITY

The Employer/Sponsoring Entity shall have the following duties, powers and responsibilities with regard to the Administration of the Plan:

(a) To appoint and remove the Trustee and the Administrator from time to time as it deems necessary for the proper administration of the Plan to assure that the Plan is being operated for the benefit of the Participants, their Beneficiaries and Dependents in accordance with the terms of this Plan, the Plan Specifications, the Trust, the Code, ERISA and other applicable federal and state laws and any applicable Collective Bargaining Agreement.

(b) To review periodically the performance of any Fiduciary or other person to whom duties have been delegated or allocated under the provisions of this Plan or pursuant to procedures established hereunder. This requirement may be satisfied by formal periodic review by the Employer/Sponsoring Entity or by a qualified person specifically designated by the Employer/Sponsoring Entity, through day-to-day conduct and evaluation, or through other appropriate ways.

2.2 APPOINTMENT OF ADMINISTRATOR

The Plan Administrator or Administrator means the Employer/Sponsoring Entity or a person designated by the Employer/Sponsoring Entity in the Plan Specifications. The Plan Administrator is a named fiduciary for operation and management of the Plan and shall have the powers and duties set forth below.

2.3 POWERS AND DUTIES OF THE ADMINISTRATOR

The primary responsibility of the Administrator is to administer the Plan in accordance with the Code and Regulations and other applicable laws, subject to the specific terms of the Plan. The Administrator shall administer the Plan in accordance with its terms and shall have the power and discretion to construe the terms of the Plan and to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Administrator shall be conclusive and binding upon all persons. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish his duties under this Plan.

The Administrator shall be charged with the duties of the general administration of the Plan, including the following:

(a) The Administrator may establish a “funding policy and method”, i.e., determine whether the Plan has a short-run need for liquidity (e.g., to pay benefits) or whether

liquidity is a long-term goal and investment growth (and stability of same) is a more current need, or shall appoint a qualified person to do so. The Employer/Sponsoring Entity or its delegate shall communicate such needs and goals to the Trustee and to the Administrator;

(b) To appoint an Investment Manager to manage all or a designated portion of the assets of the Plan. In such event, the Trustee shall follow the written directions of the Investment Manager in investing the assets of the Plan managed by the Investment Manager;

(c) The discretion to determine all questions relating to the eligibility of Employees to participate or continue participation hereunder and to receive benefits under the Plan;

(d) To compute, certify, and direct the Trustee with respect to the amount and the kind of benefits to which any Participant, Dependent or Beneficiary shall be entitled hereunder;

(e) To authorize and direct the Trustee with respect to all non-discretionary or otherwise directed disbursements from the Trust;

(f) To maintain all necessary records for the administration of the Plan;

(g) To determine the size and type of any Policy or Policies to be purchased from any insurer, to designate the insurer from which such policy shall be purchased, and to direct the Trustee with respect to the purchase thereof. All policies shall be issued on a uniform basis as of each Anniversary Date with respect to all Participants under similar circumstances;

(h) To compute and certify to the Employer/Sponsoring Entity and to the Trustee from time to time the sums of money necessary or desirable to be contributed to the Trust Fund;

(i) To consult with the Employer/Sponsoring Entity regarding the short-term and long-term liquidity needs of the Plan in order that the Employer/Sponsoring Entity can exercise any investment discretion in a manner designed to accomplish specific objectives;

(j) To provide information to any Participant regarding his participation in and rights, benefits, or elections available under the Plan, including the administration of any claims procedures;

(k) To communicate to Employees, Participants and their Beneficiaries a summary plan description outlining the provisions of the Plan;

(l) To appoint the Plan's attorney, accountant, actuary custodian or any other party needed to administer the Plan or the Fund;

(m) To direct the Trustee or custodian with respect to payments from the Fund;

(n) To file any returns and reports with the Internal Revenue Service, Department of Labor, or any other governmental agency;

(o) To review and approve any financial reports, investment reviews, or other reports prepared by any party appointed by the Employer/Sponsoring Entity under paragraph (a), and

(p) To interpret or construe the provisions of the Plan, to resolve any question of Plan interpretation and to make and publish such rules for regulation of the Plan as are consistent with the terms hereof. The Plan Administrator's interpretation of Plan provisions, including eligibility and benefits under the Plan, is final, and, unless it can be shown to be arbitrary and capricious, will not be subject to "de novo" review.

2.4 RESIGNATION, REMOVAL AND SUCCESSION OF ADMINISTRATOR

(a) The Administrator may resign at any time by mailing by registered or certified mail, addressed to such Employer/Sponsoring Entity at his last known address, at least ninety (90) days before the effective date thereof.

(b) The Employer/Sponsoring Entity may remove the Administrator by mailing by registered or certified mail, addressed to such Administrator at his last known address, at least thirty (30) days before its effective date, a written notice of its removal and a copy, certified by the Employer/Sponsoring Entity of the resolution adopted effecting its removal.

(c) Upon the death, resignation, incapacity, dissolution or removal of any Administrator, the Employer/Sponsoring Entity shall, prior to the effective date thereof, appoint a successor Administrator. Upon being notified of such appointment, the Administrator shall deliver its records to its successor on the effective date of the resignation or removal, or as soon thereafter as practicable, and such delivery shall not waive any lien the Administrator may have upon the Fund for its compensation or expenses.

(d) In the event that the Employer/Sponsoring Entity does not name a successor Administrator by the effective date of the removal or resignation of the Administrator, the Employer/Sponsoring Entity shall be deemed the successor Administrator.

(e) The Successor Administrator, upon accepting such appointment in writing and delivering same to the Employer/Sponsoring Entity, shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with like respect as if he were originally named as the Administrator herein. Until such a successor is appointed, the remaining Administrator or Administrators shall have full authority to act under the terms of this agreement.

(f) The Employer/Sponsoring Entity may designate a successor Administrator prior to the resignation or removal of an Administrator. In the event a successor is so designated by the Employer/Sponsoring Entity and accepts such designation, the successor shall, without further act, become vested with all the estate, rights, powers, discretions, and duties of his predecessor with the like effect as if he were originally named as Administrator herein immediately upon the death, resignation, incapacity, or removal of his predecessor.

2.5 EMPLOYMENT OF AGENTS AND ADVISERS

The Administrator, in furtherance of its duties and pursuant to its powers enumerated in Section 2.3, may employ counsel, specialists, contract administrative agents and advisers, and other persons as the Administrator, in its sole discretion, deems necessary or desirable for the administration of this Plan.

2.6 RECORDS AND REPORTS

The Employer/Sponsoring Entity and Administrator shall keep a record of all actions taken and shall keep all other books of accounts, records, and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to the Internal Revenue Service, Participants, Beneficiaries and others as required by law.

2.7 INFORMATION FROM EMPLOYER/SPONSORING ENTITY

To enable the Administrator to perform his functions, the Employer/Sponsoring Entity shall supply full and timely information to the Administrator on all matters relating to the Compensation of all Participants, their Hours of Service, their Years of Service, their retirement, death, Disability or Severance, and such other pertinent facts as the Administrator may require; and the Administrator shall advise the Trustee of such of the foregoing facts as may be pertinent to the Trustee's duties under the Plan. The Administrator may rely upon such information as is supplied by the Employer/Sponsoring Entity and shall have no duty or responsibility to verify such information.

2.8 PAYMENT OF EXPENSES

All reasonable expenses of administration may be paid out of the Trust Fund unless paid by the Employer/Sponsoring Entity. Such expenses shall include any expenses incident to the functioning of the Administrator or of the Trustee, including, but not limited to, fees of accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Trust Fund.

2.9 CLAIMS PROCEDURE

(a) Claims Procedures: Claims for benefits under the Plan must be filed with the Administrator on forms supplied by the Administrator within 90 days following the end of the Plan Year in which the expense was incurred. Claims submitted after this period will not be eligible for payment. If an application for benefits is made, the Administrator shall accept, reject, or modify such request. Written notice of the disposition of a claim shall be furnished to the claimant as set forth below:

(i) Time Periods for Notification of Adverse Benefit. If any person believes he or she is being denied any rights or benefits under the Plan, such person may file a claim in writing with the Administrator. If any such claim is wholly or partially denied, the Administrator will notify such person (now called claimant) of its denial with written or electronic notification within the time periods indicated below:

(1) Pre-Service Claims. Pre-service claims means any claim for a benefit where the terms of the plan condition receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care. The Administrator shall notify the claimant of the plan's adverse benefit not later than 15 days after receipt of the claim for pre-service claims.

(2) Post-Service Claims. Post-service claims means any claim for a benefit that is not a pre-service claim as described above. The Administrator shall notify the claimant of the plan's adverse benefit not later than 30 days after receipt of the claim for post-service claims.

(3) Disability Claims. Disability claims means any claim for disability benefits as described in the plan documents. The Administrator shall notify the claimant of the plan's adverse benefit not later than 45 days after receipt of the claim for disability claims.

(4) Urgent Care Claims. Urgent care claims means any claim for medical care or treatment where applying the time conditions for non-urgent care could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function or in the opinion of a physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that could not be adequately managed without the care or treatment that is the subject of the claim. The Administrator shall notify the claimant of the plan's adverse benefit not later than 72 hours after receipt of the claim for urgent care claims.

(5) Concurrent Care Claims. Concurrent care claims means an ongoing course of treatment to be provided over a period of time or number of treatments. The Administrator shall notify the claimant of the plan's adverse benefit at a time sufficiently in advance of the reduction or termination to allow the claimant to appeal and obtain a determination on review before the benefit is reduced or terminated.

(ii) Notification Requirements. Each notice to claimant for denial of benefits will include the following:

(1) The specific reason for the adverse determination.

(2) Reference to the specific plan provisions, internal rule, guideline, protocol or other similar criterion on which the adverse determination is based. If the reference is to a medical necessity or experimental treatment or similar exclusion, an explanation of the scientific or clinical judgment for the adverse determination shall be provided.

(3) A description of any additional information necessary for the claimant to provide and the reason for the request for such information.

(4) A description of the plan's review procedures.

(b) Review Procedures:

(i) Procedure After Notification of Denial of Claim. Within sixty (60) days after the date on which a claimant receives a written notice of a denied claim (or, if applicable, within 60 days after the date on which such denial is considered to have occurred), such claimant (or his or her duly authorized representative) may:

(1) File a written request with the Administrator for a review of the denied claim.

(2) Submit written issues and comments to the Administrator, including all additional information requested by the Administrator.

(3) Have reasonable access to all information related to the denied claim. If copies are requested, the copies shall be provided to the claimant at no cost.

(4) Any review of the denied claim must consider all information presented in making the determination of the claim.

(c) Appeal Procedures:

(i) Within one hundred eighty (180) days after the date on which a claimant receives a written notice of a denied claim, such claimant (or his or her duly authorized representative) may appeal the adverse determination. This appeal process encompasses the following:

(1) The appeal determination will be conducted by an appropriate named fiduciary of the plan. The named fiduciary cannot be a party previously involved with the first adverse determination.

(2) The named fiduciary shall consult with a health care professional who has appropriate training and experience in the field that is the subject of the adverse determination. This health care profession cannot be a party previously involved with the first adverse determination.

(3) All medical experts whose advice was obtained will be identified to the claimant (or his or her representative), whether or not the advice was relied upon in making the adverse determination.

(4) Time Periods for Notification. Notification to the claimant of an adverse benefit determination on appeal shall be in writing and be according to the following:

a. Pre-service claims. The Administrator shall notify the claimant not later than 15 days after receipt of the appeal of the adverse claim for pre-service claims.

b. Post-service claims. The Administrator shall notify the claimant not later than 30 days after receipt of the appeal for post-service claims.

c. Disability claims. The Administrator shall notify the claimant not later than 45 days after receipt of the appeal for disability claims.

d. Urgent care claims. The Administrator shall notify the claimant not later than 72 hours after receipt of the appeal for urgent care claims. Urgent care notification may be orally communicated.

(d) Miscellaneous Information:

(i) Claimant's Failure to Follow Plan's Procedures. Claimants will be notified within five days (24 hours if an urgent care claim is involved) of the filing of a claim of the failure and/or the proper procedures to be followed in filing the initial claim.

(ii) Civil Action. No more than two appeals of an adverse benefit determination need be filed prior to the claimant bringing a civil action.

2.10 CLAIMS REVIEW PROCEDURE

Any Participant, former Participant, or Beneficiary of either, who has been denied a benefit by a decision of the Administrator pursuant to Section 2.9 shall be entitled to request the Administrator to give further consideration to his claim by filing with the Administrator (on a form which may be obtained from the Administrator) a request for a review of the determination. Such request, together with a written statement of the reasons why the claimant believes his claim should be allowed, shall be filed with the Administrator no later than sixty (60) days after receipt of the written notification provided for in Section 2.9. The Administrator shall make a final decision as to the allowance of the claim within sixty (60) days of receipt of the appeal [unless there has been an extension of sixty (60) days due to special circumstances, provided the delay and the special circumstances occasioning it are communicated to the claimant within the sixty (60) day period]. Such communication shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based.

2.11 NAMED FIDUCIARIES AND ALLOCATION OF RESPONSIBILITY

The "Named Fiduciaries" of this Plan are: (i) the Administrator, (ii) the Trustee, (iii) the Employer/Sponsoring Entity, and (iv) any Investment Manager appointed hereunder. The named Fiduciaries shall have only those specific powers, duties, responsibilities, and obligations as are specifically given them under this Plan and in the Trust.

Each named Fiduciary warrants that any directions given, information furnished, or action taken by it shall be in accordance with the provisions of this Plan, authorizing or providing for such direction, information or action. Furthermore, each named Fiduciary may rely upon any such direction, information or action of another named Fiduciary as being proper under this Plan, and is not required under this Plan to inquire into the propriety of any such direction, information or action. It is intended under this Plan that each named Fiduciary shall be responsible for the proper exercise of its own powers, duties, responsibilities and obligations under this Plan. No named Fiduciary guarantees the Trust Fund in any manner against investment loss or depreciation in asset value. Any person or group may serve in more than one Fiduciary capacity.

ARTICLE 3

ELIGIBILITY AND PARTICIPATION

3.1 CONDITIONS OF ELIGIBILITY

An Employee who is a member of the Covered Group and has completed the age and service Eligibility Requirements set forth in the Plan Specifications shall become a Participant in this Plan. The Employer/Sponsoring Entity shall give each Participant written notice of his or her participation in the Plan, which notice may be in the form of a copy of the Summary Plan Description.

3.2 PARTICIPATION

Employees who meet the eligibility requirements in the Plan Specifications on the Effective Date of the Plan shall become Participants as of such date. If so elected in the Plan Specifications, all Employees employed on the Effective Date of the Plan shall participate as of the Effective Date,

even if they have not satisfied the Plan's specified eligibility requirements. Other Employees shall become Participants on the Entry Date coinciding with or immediately following the date on which they meet the eligibility requirements specified in the Plan Specifications provided that they are still employed on such Entry Date. A former Participant who returns to the employ of the Employer/Sponsoring Entity shall again become a Participant upon as of the next Entry Date.

3.3 CHANGE IN CLASSIFICATION OF EMPLOYMENT

In the event an Employee who is not a member of the Covered Group subsequently becomes a member of the Covered Group, such Employee shall participate immediately if he or she has satisfied the minimum age and service requirements and would have previously become a Participant had he or she been a member of the Covered Group. In the event a Participant becomes ineligible to participate because he or she is no longer a member of the Covered Group, such Employee may participate immediately upon his or her return to an eligible class of Employees. Alternatively, at the employers' discretion, the member of a Covered Group that has been promoted out of the Covered Group to a new classification that does not have a plan, that member will continue under the terms and conditions of the prior Covered Group.

3.4 LEASED EMPLOYEES

Any Leased Employee shall be treated as an Employee of the recipient Employer/Sponsoring Entity for purposes of discrimination testing to the extent required by law. Leased Employees shall be eligible to participate in the Plan only if so elected in the Plan Specifications. For purposes of testing for discrimination in favor of Highly-Compensated Employees, contributions or benefits provided by the leasing organization which are attributable to services performed for the recipient Employer/Sponsoring Entity shall be treated as provided by the recipient Employer/Sponsoring Entity.

3.5 ENROLLMENT

(a) Each Eligible Employee shall automatically be a Participant in this Plan as of the Participant's entry date; however, in order to receive benefits hereunder, an Eligible Employee shall enroll on a form provided by the Employer/Sponsoring Entity and agree to the terms of this Plan. The enrollment form shall be filed before the Participant's Entry Date, shall be effective upon filing.

(b) Participant may decline participation in the plan only at the time the plan is implemented. The participant must submit the Opt-Out form within the designated time period as established by the plan sponsor.

(c) An Eligible Employee whose eligibility to participate hereunder is provided for under a Collective Bargaining Agreement shall participate in the Plan as provided for in the Plan Specifications. Upon ratification by the collective bargaining unit, the adoption of the Plan by the members of such unit shall be presumed to be voluntary with respect to Eligible Employee, and no additional action or application shall be required in order to participate hereunder.

(d) Upon the acceptance of any benefits under this Plan, a Participant shall automatically be bound by the terms and conditions of this Plan and all amendments hereto.

3.6 ENTRY DATE

An Eligible Employee shall become a Participant as of the Entry Date set forth in the Plan Specifications. A Dependent shall participate as of the related Employee's Entry Date.

3.7 DETERMINATION OF ELIGIBILITY

The Administrator shall determine the eligibility of each Employee to participate in the Plan based upon information furnished by the Employer/Sponsoring Entity. Such determination shall be conclusive and binding upon all persons, as long as the same is made in accordance with this Plan and the Collective Bargaining Agreement, if applicable.

3.8 OMISSION OF A PARTICIPANT

If, in any Plan Year, any person who should be included as a Participant in the Plan is erroneously omitted and discovery of such omission is not made until after a contribution by the Employer/Sponsoring Entity for the year has been made, the Employer/Sponsoring Entity shall make a subsequent contribution with respect to the omitted Participant in the amount which the Employer/Sponsoring Entity would have contributed with respect to him had he not been omitted, plus interest computed at the current rate to the date of such subsequent contribution. Such contribution shall be made regardless of whether it is deductible in whole or in part in any taxable year, under applicable provisions of the Internal Revenue Code by such Employer/Sponsoring Entity.

ARTICLE 4

CONTRIBUTIONS

4.1 CONTRIBUTIONS BY EMPLOYER/SPONSORING ENTITY

If so elected in the Plan Specifications, the Employer/Sponsoring Entity shall make periodic contributions to the Trust from time to time in cash or property acceptable to the Trustee in accordance with the formula or formulas selected in the Plan Specifications.

(a) Discretionary Contributions. As of each Allocation Date, the Employer/Sponsoring Entity shall make a contribution to the Plan equal to the amount elected in the Plan Specifications. If no amount has been elected in the Plan Specifications, the Employer/Sponsoring Entity may make a contribution to the Plan in the amount it determines to be appropriate in its sole discretion.

(b) Accrued Leave Contributions. If so elected in the Plan Specifications, the Employer/Sponsoring Entity shall contribute as of the date elected in the Plan Specifications an amount calculated pursuant to the formula designated in the Plan Specifications.

(c) Eligible Participants. Only those Participants who meet the requirements set forth in the Plan Specifications shall receive an allocation of Employer/Sponsoring Entity Contributions as of an Allocation Date.

(d) Mistake of Fact. In the event a contribution is made due to a mistake of fact, such contribution shall be returned to the Employer/Sponsoring Entity within one year after the payment of the contribution.

(e) Responsibility for Contributions. The Employer/Sponsoring Entity shall have sole responsibility to determine the amount of Employer/Sponsoring Entity Contributions to the Plan. Neither the Trustee nor the Administrator shall be required to determine if the Employer/Sponsoring Entity has made a contribution or if the amount contributed is in accordance with the Plan Specifications or with any law.

ARTICLE 5

PARTICIPANT ACCOUNTS

5.1 EMPLOYER/SPONSORING ENTITY CONTRIBUTION ACCOUNT

(a) If the Employer/Sponsoring Entity has elected Discretionary Contributions or Accrued Leave Contributions in the Plan Specifications, the Administrator shall keep an account known as the "Employer/Sponsoring Entity Contribution Account," for each Participant for whom the Employer/Sponsoring Entity makes a Discretionary Contribution and a second account known as the "Accrued Leave Contribution Account," for each Participant for whom the Employer/Sponsoring Entity makes an Accrued Leave Contribution. The Employer/Sponsoring Entity Contribution Account shall consist of all amounts contributed pursuant to Section 4.1 hereof (except for the amount of Accrued Leave Contributions), and any adjustments to such account provided in Section 5.2.

(b) A Participant will become eligible to receive an allocation of Employer/Sponsoring Entity Discretionary Contributions or Employer/Sponsoring Entity Accrued Leave Contributions for a Plan Year according to the provisions elected by the Employer/Sponsoring Entity in the Plan Specifications.

5.2 ADJUSTMENTS TO EMPLOYER/SPONSORING ENTITY CONTRIBUTION ACCOUNT

As of each Valuation Date, the Administrator shall make the following adjustments to the Participant's Employer/Sponsoring Entity Contribution Account:

(a) Add the Participant's share of the Discretionary Contributions, Accrued Leave Contributions and forfeitures as determined in the Plan Specifications and pursuant to this Article since the last Valuation Date;

(b) Add (or subtract) the Participant's proportionate share of any investment earnings (or losses) and change in the fair market value of the Fund since the last Valuation Date, determined and allocated as provided under paragraph 5.5;

(c) Add the increase in cash value of any insurance policies held by the Plan with respect to the Participant;

(d) Deduct premiums paid from the Employer/Sponsoring Entity Contribution Account with respect to any insurance policies held by the Plan with respect to the Participant;

(e) Deduct any withdrawals or payments made from the Plan on behalf of the Participant, his or her Dependents and Beneficiaries since the last Valuation Date, and

(f) Deduct the Participant's proportionate share of any expenses of the Plan since the last Valuation Date that are not paid by the Employer/Sponsoring Entity, as determined under paragraph 5.3.

5.3 INVESTMENT OF ACCOUNTS

Such investment funds shall be under the full control of the Trustee. A Participant's share of investment earnings and any increase or decrease in the fair market value of the Fund shall be based on the proportionate value of all active accounts (excluding those accounts with segregated investments) as of the last Valuation Date less withdrawals and plus contributions since the last Valuation Date. Contributions to the Plan and withdrawals from the Plan shall be included to the extent that the funds were in the Plan during the Plan Year.

5.4 EXPENSES AND FEES

The Employer/Sponsoring Entity shall also be authorized to reimburse the Fund for all expenses and fees incurred in the administration of the Plan or Trust and paid out of the assets of the Fund. Such expenses shall include, but shall not be limited to, fees for professional services, printing and postage. Brokerage commissions may not be reimbursed. Apportionment of administration fees between the Employer/Sponsoring Entity and the Participants shall be determined in accordance with the Employer/Sponsoring Entity's election in the Plan Specifications.

5.5 PARTICIPANT STATEMENTS

Upon completing the allocations described above for the Valuation Date coinciding with the end of the Plan Year, the Employer/Sponsoring Entity shall prepare a statement for each Participant showing the additions to and subtractions from his or her account since the last such statement and the fair market value of his or her account as of the Current Valuation Date. Employer/Sponsoring Entities so choosing may prepare Participant statements for each Valuation Date.

ARTICLE 6

EARNED BENEFITS

6.1 EMPLOYER/SPONSORING ENTITY CONTRIBUTION ACCOUNT

A Participant shall acquire an Earned interest in his or her Employer/Sponsoring Entity Contribution Account in accordance with the Earned benefit schedule selected by the Employer/Sponsoring Entity in the Plan Specifications. A Participant or Beneficiary shall be entitled to use the Earned portion of his or her Earned Employer/Sponsoring Entity Contribution Account on the terms and under the conditions described in this Plan and in the Plan Specifications.

6.2 COMPUTATION PERIOD

The computation period for determining Years of Service and Breaks in Service in computing the Earned portion of a Participant's Employer/Sponsoring Entity Contribution Account will be the Plan Year. In the event a former Participant with no Earned Employer/Sponsoring Entity Contribution Account requalifies for participation in the Plan after incurring a Break in Service, such Participant shall be credited with all pre-break and post-break Service in computing his or her Earned benefit.

6.3 RESUMPTION OF PARTICIPATION

For a Participant who resumes participation in the Plan following a termination of employment and prior to incurring five (5) consecutive Breaks in Service, all Service of the Participant, both prior to and following the termination of employment, shall be counted when computing the Participant's Earned benefit.

6.4 CALCULATING EARNED BENEFIT

The Earned portion of a Participant's Employer/Sponsoring Entity Contribution Account shall be calculated by multiplying his or her Employer/Sponsoring Entity Contribution Account on the Valuation Date by the decimal equivalent of the Earned percentage from the Earned benefit schedule set forth in the Plan Specifications as of the Valuation Date. The Employer/Sponsoring Entity Contribution Account for purposes of the calculation includes amounts previously paid as benefits under the Plan, and the Participant's Earned benefits, once calculated above, shall be reduced to reflect those amounts previously paid out to or on behalf of the Participant. In making this adjustment, the Participant's Earned interest so determined shall continue to share in the investment earnings and any increase or decrease in the fair market value of the Fund up to the Valuation Date.

6.5 FORFEITURES

Any unearned balance in the Employer/Sponsoring Entity Contribution Account of a Participant who has separated from Service shall be forfeited and applied as provided in the Plan Specifications. If not otherwise specified in the Plan Specifications, such forfeitures will be allocated to Participants in the same manner as the Employer/Sponsoring Entity's contribution. If not otherwise specified in the Plan Specifications, forfeitures shall be applied as of the end of the Plan Year during which the former Participant incurs a Break in Service.

6.6 AMENDMENT OF EARNED BENEFIT SCHEDULE

If the Earned benefit schedule of the Plan is amended, or the Plan is amended in any way that directly or indirectly affects the computation of any Participant's Earned benefits, or if the Plan is deemed amended by an automatic change to or from another Earned benefit schedule, each Participant with at least five (5) Years of Service with the Employer/Sponsoring Entity may elect, within a reasonable period after the adoption of the amendment or change, to have his or her Earned benefits computed under the Plan without regard to such amendment or change. The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made and shall end on the later of sixty (60) days after:

(a) The amendment is adopted;

(b) The Amendment becomes effective; or

(c) The Participant receives written notice of the amendment from the Employer/Sponsoring Entity or the Trustee.

ARTICLE 7

ELECTIONS

7.1 ELECTION PROCEDURES

The Plan Administrator shall provide an election form to each Participant prior to the Participant's first Entry Date. Each Participant shall specify on the election form the benefits desired under the Plan.

An election shall be valid for the coverage period for which it is made (as selected in the Plan Specifications) and for each subsequent coverage period unless the Participant files a new election form with the Plan Administrator during a subsequent election period. A completed election form must be returned to the Plan Administrator on or before the first day of the coverage period to which it applies or, in the case of a new Participant, on or before the Participant's Entry Date into the Plan.

7.2 INITIAL ELECTION FOR NEW EMPLOYEES

A new Employee shall receive an election form when the Employee becomes eligible to participate in this Plan. If the Employee desires to elect benefits, he or she shall so specify on the election form and shall agree to have Compensation adjusted accordingly. The completed election form

must be returned to the Plan Administrator on or before the Employee's entry into the Plan. The election shall be effective as soon as administratively feasible.

7.3 FAILURE TO MAKE AN ELECTION

If a Participant fails to return a completed election form during the initial election period any amount in the Participant's Account will be allocated to medical benefits.

7.4 IRREVOCABILITY OF ELECTION

A Participant may not revoke or otherwise change an election after the coverage period begins until the next election period.

ARTICLE 8

MEDICAL BENEFITS

8.1 INSURANCE COVERAGES

(a) If elected in the Plan Specifications, a Participant may elect coverage under a health plan or health insurance Policy approved by the Administrator. The Administrator may approve from among the various coverages available, including the Employer/Sponsoring Entity's health plan and any of the following types of insurance policies:

(i) Basic medical benefits;

(ii) Major medical and hospitalization benefits;

(iii) Dental benefits;

(iv) Vision care benefits;

(v) Prescription drug benefits;

(vi) Qualified Long-term care insurance;

(vii) Medicare Part B;

(viii) Medicare supplement insurance; and/or

(ix) Other insurance providing medical benefits.

(b) Premiums to purchase the medical benefits coverage provided for in this Section shall be paid from Earned portion of the Participant's Employer/Sponsoring Entity Contribution Account.

8.2 MEDICAL REIMBURSEMENT BENEFIT

(a) If so elected in the Plan Specifications, the Plan will provide a Medical Reimbursement Benefit. Such benefit will pay or reimburse the Participant for Medical Expenses that are not eligible for payment under a health plan of the Employer/Sponsoring Entity, an Employer/Sponsoring Entity-provided health insurance Policy, or other plan or policy providing health coverage, including Medicare.

(b) Payment of benefits under this Section shall be made from the Earned portion of the Participant's Employer/Sponsoring Entity Contribution Account.

8.3 REQUIREMENTS

(a) In General. The benefits provided under Section 8.2 constitute a self-insured medical reimbursement benefit under Code section 105(h). In accordance with Code section 105(a), amounts received by in Employee pursuant to Section 8.2 hereof that are attributable to Employer/Sponsoring Entity contributions are not included in the Employee's gross income if such amounts are paid directly or indirectly to the Employee to reimburse for expenses incurred by the Employee and his or her Dependents for Medical Expenses so long as the Plan is nondiscriminatory under Code Section 105(h).

8.4 CLAIMS FOR BENEFITS

(a) In order to obtain payment of medical benefits claimed in connection with a health plan of the Employer/Sponsoring Entity, a Participant or Dependent shall file a claim for benefits on a form and/or in such manner as provided by the administrator of such health plan or by the insurance company issuing the Policy.

(b) In order to obtain payment or reimbursement of medical benefits provided under Section 8.2 hereof, a Participant or Dependent shall file a claim for benefits on a form and/or in such manner as provided by the Administrator. The Administrator may require such proper proof of claim and such evidence of the right of any person to receive a medical benefit payable as a result of incurring medical treatment of a Participant or Dependent as the Administrator may deem desirable.

(c) The Plan Administrator shall direct the Trustee to pay only those medical expenses that are submitted on acceptable claim forms with appropriate evidence of claim.

(d) The Plan Administrator's determination of Medical Expenses and the right of a person to receive payment shall be conclusive.

(e) If a participant in the Plan were to die and not have a tax dependent, the Sponsoring Entity will forward the proceeds of the account to a named beneficiary. This will only occur in the event a participant dies without a tax dependent. The recipient of

the funds will receive a 1099 for said distribution. The 1099 is the responsibility of the Sponsoring Entity.

8.5 PAYMENT OF MEDICAL BENEFITS.

Medical benefits hereunder shall be paid upon the Administrator's receiving claims for medical expenses from the Participant or his or her Dependent. The Administrator shall direct the Trustee to pay claims for Medical Expenses. Participants will be required to adequately substantiate claims in accordance with procedures established by the Plan Administrator. The Administrator shall not be required to verify Medical Expenses submitted by the Participant but may rely upon an explanation of benefits from the administrator of the Employer/Sponsoring Entity's health plan or from the insurance company issuing a health insurance Policy.

8.6 LIMITATION OF BENEFITS

Medical Benefits payable under this Article are subject to the following limitations:

(a) No benefit payable to any Participant or Beneficiary shall exceed the Participant's Account Balance. In no event shall the Administrator direct the Trustee to pay amounts in excess of the Participant's Account Balance. In the event there are insufficient Trust assets to pay in full any benefit for which the Participant is otherwise eligible, neither the Administrator nor the Employer/Sponsoring Entity shall bear any liability to any Participant or Beneficiary on account of such insufficiency.

(b) The benefits provided under this Article are for the purpose of paying or reimbursing Medical Expenses not covered under Medicare, an Employer/Sponsoring Entity-provided health insurance Policy, or under any other plan of health insurance. No benefit shall be payable in connection with this Plan for which payment has been received or which may be eligible for payment or reimbursement from any other public or private welfare benefit plan. Medical benefits payable hereunder are secondary to all medical and health coverages under which the Participant is covered.

(c) Except as required to avoid duplicate payments under this Section, the Administrator shall not be required to coordinate benefits paid with any other medical benefit program.

8.7 TERMINATION OF COVERAGE

(a) Subject to any continuation coverage requirements imposed under applicable federal or state laws, the right of a Participant to receive a Medical Benefit shall terminate upon the earliest of:

(i) The depletion of the Participant's Account Balance;

(ii) The death of the Participant;

(iii) The Participant's termination of employment unless the Participant elects to continue to maintain the Participant's Account Balance in the Plan at his or her own expense.

(iv) The termination of the plan.

(b) Subject to the terms of the Plan Specifications, in the event that amounts remain in the Participant's Employer/Sponsoring Entity Contribution Accounts after the death of the Participant, the said amount shall be available to provide the Participant's Dependents with payment or reimbursement of Medical Expenses. In the event that no Dependent survives a Participant (or after the demise of all surviving Dependents prior to exhaustion of the Participant's Account Balance), the Employer/Sponsoring Entity will forward the proceeds of the account to a named beneficiary. The beneficiary recipient of the funds will receive a 1099 for the said distribution.

ARTICLE 9

PAYMENT OF BENEFITS

9.1 TIME OF SEGREGATION OR PAYMENT

Whenever the Administrator is to direct the Trustee to make a payment before, on or as of an Anniversary Date, the payment may be made or begun on such date or as soon thereafter as is practicable. Except, however, payments for which an insurance Policy has been purchased shall not be made before the Trustee receives payment from the Insurer on any Policy or Policies issued with respect to such Participant.

9.2 RECEIPT AND RELEASE FOR PAYMENTS

Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Administrator and the Employer/Sponsoring Entity, either of whom may require such Participant, legal representative, Beneficiary, Guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Administrator.

9.3 PAYMENT FOR MINOR BENEFICIARY

In the event a payment is to be made to a minor, then the Administrator may, in the Administrator's sole discretion, direct that such payment be paid to the legal guardian, or, if none, to a parent of such Beneficiary or a responsible adult with whom the Beneficiary maintains his or her residence, or to a custodian for such Beneficiary under the Uniform Gift to Minors Act or Gift to Minors Act, if such is permitted by the laws of the state in which said Beneficiary resides. Any such a payment Beneficiary shall fully discharge the Trustee, the Employer/Sponsoring Entity, and the Plan from further liability on account thereof.

9.4 LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN

In the event that all, or any portion, of an amount payable to a Participant or his or her Beneficiary hereunder shall, at the expiration of five (5) years after it shall become payable, remain unpaid solely by reason of the inability of the Administrator, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Participant or his or her Beneficiary, the amount so distributable shall remain in the Trust to be used as part of the general Trust Fund.

ARTICLE 10

AMENDMENT, TERMINATION AND MERGERS

10.1 AMENDMENT OF PLAN

Subject to the terms of a governing Collective Bargaining Agreement, if applicable, the Employer/Sponsoring Entity shall have the right at any time and from time to time to amend, in whole or in part, any or all of the provisions of the Plan or of the Plan Specifications. However, no such amendment shall authorize or permit any part of the corpus or income of the Trust (other than such part as is required to pay taxes and administration expenses) to be used for or diverted to, or inure privately to individuals or for purposes other than the benefit of Participants, Dependents or Beneficiaries as provided herein, or to revert to or become the property of the Employer/Sponsoring Entity; and no such amendment which affects the rights, duties or responsibilities of the Administrator may be made without the Administrator's written consent.

10.2 TERMINATION OF SPONSORSHIP BY BMI

BMI shall have the right at any time to terminate its sponsorship of the Plan by delivering to the Employer/Sponsoring Entity and to the Administrator written notice of such termination. Upon such termination of sponsorship, the Employer/Sponsoring Entity may either terminate its adoption of the Plan or may amend the Plan to eliminate BMI as the entity administering claims under the Plan and related documents.

10.3 TERMINATION OF ADOPTION BY EMPLOYER/SPONSORING ENTITY

Subject to the terms of a governing Collective Bargaining Agreement, if applicable, the Employer/Sponsoring Entity shall have the right at any time to terminate the Plan by delivering to the Administrator and to BMI written notice of termination. If the Plan is terminated or if there is a complete discontinuance of contributions, all amounts credited to the Employer/Sponsoring Entity Contribution Accounts of Participants shall become nonforfeitable. In the event of termination, the Administrator may direct either:

(a) Complete distribution of the assets in the Trust Fund to the Participants or their Beneficiaries as soon as the Administrator deems it to be in the best interests of the Participants or their Beneficiaries, except, however, such distribution shall only be made: (i) pursuant to the terms of Collective Bargaining Agreement, or (ii) on the basis of objective and reasonable standards which do not result in unequal payments to similarly situated Participants or their Beneficiaries or in disproportionate

payments to officers or Highly-Compensated Employees of the Employer/Sponsoring Entity; or

(b) That any assets remaining in the Plan, after the satisfaction of all liabilities to existing Participants or their Beneficiaries, be applied to provide such Participants or their Beneficiaries with the benefits set forth in the Plan, provided, however, that such benefits shall not be provided in disproportionate amounts to officers or Highly-Compensated Employees of the Employer/Sponsoring Entity.

Upon termination of the Plan, the Employer/Sponsoring Entity shall not receive, either directly or indirectly, a refund or other amounts or benefits, nor shall the Employer/Sponsoring Entity incur a residual liability beyond the end of the current Plan Year (other than the provision of benefits to Participants and their Beneficiaries by the Plan).

10.4 MERGER, CONSOLIDATION OR TRANSFER

This Plan may be merged or consolidated with, or its assets and/or liabilities may be transferred to or from another Plan on such terms and conditions as the Administrator, acting pursuant to the direction of the Employer/Sponsoring Entity, shall deem appropriate.

(a) In the case of any merger or consolidation of the Plan with, or transfer of assets or liabilities of the Plan to any other plan, each Participant in the Employer/Sponsoring Entity's Plan shall be entitled to receive benefits immediately after the merger, consolidation, or transfer which are equivalent to or greater than the benefits the Participant or his or her Beneficiaries would have received if the Plan had terminated immediately before the merger, consolidation or transfer.

(b) In the event that the Trustee is an institution, that corporation into which the Trustee or any successor trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee or any successor trustee may be a party, or any corporation to which all or substantially all the trust business of the Trustee or any successor trustee may be transferred, shall be the successor of such Trustee without the filing of any instrument or performance of any further act, before any court.

ARTICLE 11

ADOPTING EMPLOYER/SPONSORING ENTITYS

11.1 ADOPTION BY OTHER ENTITIES

With the consent of the Employer/Sponsoring Entity, an unrelated Employer/Sponsoring Entity who is a party to a Collective Bargaining Agreement or an affiliate or subsidiary of the Employer/Sponsoring Entity may adopt this Plan and any or all of the provisions hereof, and

11.2 REQUIREMENTS OF ADOPTING EMPLOYER/SPONSORING ENTITY

(a) If the Plan is adopted pursuant to the terms of a Collective Bargaining Agreement, and if the Adopting Employer/Sponsoring Entity intends that this Plan comply with the requirements of section 419A(f)(5) of the Code in that it is a plan made available for adoption for groups employed by the Adopting Employer/Sponsoring Entity and eligible for adoption.

(b) Each Adopting Employer/Sponsoring Entity shall be required to use the Trustee designated in the Trust Agreement.

(c) The Administrator may, but shall not be required to, direct the Trustee to commingle, hold and invest as one Trust Fund all contributions made by Adopting Employer/Sponsoring Entity, as well as all increments thereof.

11.3 EMPLOYEE TRANSFERS

It is anticipated that an Employee may be transferred between Adopting Employer/Sponsoring Entity. In the event of any such transfer, the Employee involved shall carry with him his or her accumulated service and eligibility. No such transfer shall create a Severance hereunder, and the Adopting Employer/Sponsoring Entity to which the Employee is transferred shall thereupon become obligated hereunder with respect to such Employee in the same manner as the Adopting Employer/Sponsoring Entity from which the Employee transferred.

11.4 CONTRIBUTIONS FOR ADOPTING EMPLOYER/SPONSORING ENTITY'S EMPLOYEES

All contributions made by an Adopting Employer/Sponsoring Entity for its Employees shall be determined separately with respect to the Participants employed by such Adopting Employer/Sponsoring Entity. Such contribution shall be paid to and held by the Trustee for the benefit of the Participants, their Dependents and Beneficiaries, subject to all the terms and conditions of this Plan. The Administrator shall keep separate records concerning the affairs of each Adopting Employer/Sponsoring Entity hereunder and as to the accounts and credits of the Participants. The Administrator may, but need not, direct the Trustee to register insurance company Policies so as to evidence that a particular Adopting Employer/Sponsoring Entity is the interested Adopting Employer/Sponsoring Entity hereunder, but in the event of a Participant's transfer from one Adopting Employer/Sponsoring Entity to another, the Adopting Employer/Sponsoring Entity shall immediately notify the Administrator thereof.

11.5 AMENDMENT BY ADOPTING EMPLOYER/SPONSORING ENTITY

Subject to the terms of a governing Collective Bargaining Agreement, if applicable, the Adopting Employer/Sponsoring Entity shall have the right at any time and from time to time to amend, in whole or in part, its adoption of the Plan Specifications by executing a new Plan Specifications. No such amendment shall authorize or permit any part of the Trust Fund (other than such part as is required to pay taxes and administration expenses) to inure to private individuals or for purposes other than for the benefit of Participants, Dependents or Beneficiaries as provided herein, or to revert to or become the property of the Adopting Employer/Sponsoring Entity.

11.6 DISCONTINUANCE OF PARTICIPATION BY ADOPTING EMPLOYER/SPONSORING ENTITY

Subject to the terms of a governing Collective Bargaining Agreement, if applicable, the Adopting Employer/Sponsoring Entity shall have the right at any time to discontinue its participation in the Plan by delivering to the Administrator written notice of such discontinuance. Upon such discontinuance of participation:

(a) All amounts in the Participants' Employer/Sponsoring Entity Contribution Accounts shall be fully vested and nonforfeitable.

(b) The Adopting Employer/Sponsoring Entity, by written notice to the Administrator, may direct that:

(i) The Trustee retain such assets for the Participants of said Adopting Employer/Sponsoring Entity pursuant to the provisions of the Trust. Any Trustee fees or administration fees due shall be paid from the assets of the Trust Fund on a nondiscriminatory basis to the extent not paid by the Adopting Employer/Sponsoring Entity. In no such event shall any part of the corpus or income of the Trust as it relates to such Adopting Employer/Sponsoring Entity be used or diverted to, or inure to private individuals or for purposes other than the benefit of Participants, Dependents or Beneficiaries as provided herein, or to revert to or become the property of the Adopting Employer/Sponsoring Entity; or

(ii) In the event that the Adopting Employer/Sponsoring Entity shall have established a separate plan for the benefit of its Employees, the Trustee shall transfer, deliver and assign Policies and other Trust Fund assets allocable to the Participants of such Adopting Employer/Sponsoring Entity to such new Trustee as shall have been designated by the Administrator.

(c) In the event that the Adopting Employer/Sponsoring Entity shall fail to notify the Administrator on a timely basis as to the disposition of the assets held on behalf of the Employees of the Adopting Employer/Sponsoring Entity, the Administrator shall operate as though the Adopting Employer/Sponsoring Entity had directed the Administrator to follow the foregoing paragraph (b)(1) or (b)(2).

(d) Any excess assets remaining in the Plan, after the satisfaction of all liabilities to current Participants or their Beneficiaries, shall be applied to provide such Participants or their Beneficiaries with the benefits set forth in the Plan, provided that such payment shall only be made: (i) pursuant to the terms of a Collective Bargaining Agreement, or (ii) on the basis of objective and reasonable standards which do not result in unequal payments to similarly situated Participants or their Beneficiaries or in disproportionate payments to officers or Highly-Compensated Employees of the Adopting Employer/Sponsoring Entity;

(e) No Adopting Employer/Sponsoring Entity shall receive a refund or additional amounts or benefits, and no Adopting Employer/Sponsoring Entity shall incur a

residual liability beyond the end of the current Plan Year (other than, in the case of the Plan, the provision of benefits to Participants and their Beneficiaries).

ARTICLE 12

MISCELLANEOUS

12.1 ALIENATION

(a) Except as provided in paragraph (c) below, no benefit which shall be payable under the Plan to any person (including a Participant or his Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Administrator, except to such extent as may be required by law.

(b) In the event a Participant's benefits are garnished or attached by order of any court, the Administrator may bring an action for a declaratory judgment in a court of competent jurisdiction to determine the proper recipient of the benefits to be paid by the Plan. During the pendency of said action, any benefits that become payable shall be paid into the court as they become payable, to be distributed by the court to the recipient it deems proper at the close of said action.

(c) This provision shall not apply to a "Qualified Medical Child Support Order". The Administrator shall establish a written procedure to validate the status of such orders and to administer payments thereunder.

12.2 PROHIBITION AGAINST DIVERSION OR INUREMENT

It shall be impossible by operation of the Plan or by termination thereof, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of assets of the Trust Fund maintained pursuant to the Plan or any funds contributed thereto, to be used for, or diverted to, or to inure (other than through the payment of benefits provided under the terms of the Plan) to the benefit of any private shareholder or individual.

12.3 ADDITIONAL REQUIREMENTS

The Plan is subject to the requirements of section 505 of the Code and shall be operated in accordance with the nondiscrimination requirements and limitations of that section and the Regulations thereunder.

12.4 APPROVAL BY INTERNAL REVENUE SERVICE

The Employer/Sponsoring Entity intends that this welfare benefit Plan and the Trust attached hereto meet the requirements of section 115 of the Code.

(a) Should the Commissioner of Internal Revenue or any delegate of the Commissioner at any time determine that the Plan and Trust fails to meet the requirements of the Code, the Employer/Sponsoring Entity will amend the Plan and Trust to maintain its qualified status.

(b) Notwithstanding anything herein to the contrary, if, pursuant to an application filed by or in behalf of the Trust, the Commissioner of Internal Revenue Service or his delegate should determine that the Trust does not initially qualify as a tax-exempt plan and trust under section 115 of the Code, and such determination is not contested, or if contested, is finally upheld, then the Plan shall be void *ab initio* and the Trustee shall direct the Administrator to return all amounts contributed to the Plan by the Employer/Sponsoring Entity, less expenses paid, within one year and the Plan shall terminate, and the Administrator shall be discharged from all further obligations.

12.5 ADMINISTRATOR'S PROTECTIVE CLAUSE

(a) Neither the Administrator nor its successor shall be responsible for the validity of any Policy issued hereunder or for the failure on the part of the insurer to make payments provided by any such Policy, or for the action of any person which may delay payment or render a Policy null and void or unenforceable in whole or in part.

(b) In the event any lawsuit, claim or proceeding is brought involving the Plan or the Trust in which the Administrator is named as a defendant, and such claim, suit, or proceeding is resolved in favor of the Administrator, they shall be entitled to be reimbursed from the Trust Fund for any and all costs, attorney's fees, and other expenses pertaining thereto incurred for which the Administrator shall have become liable.

12.6 INDEMNIFICATION OF AGENTS

The Administrator shall indemnify and hold harmless its appointed agents from all loss or liability (including expenses and reasonable attorneys' fees) to which such agent may be subject by reason of its execution of its duties under this Plan, or by reason of any acts taken in good faith in accordance with directions, or acts omitted in good faith in the absence of directions from the Administrator, unless such loss or liability is due to the agent's gross negligence or willful misconduct. The agent is entitled to collect on the indemnity provided by this Section from the Administrator only if such amounts are not paid directly or indirectly from assets of the Trust.

In the event that any lawsuit, claim, suit, or proceeding is brought involving the Plan or the Trust in which the agent is named as a defendant, the agent shall be entitled to receive, on a current basis, indemnity payments as provided for in this Section, provided, however, that if the final judgment entered in the lawsuit or proceeding holds that the agent is guilty of gross negligence or willful

misconduct with respect to the Plan, the agent shall be required to refund the indemnity payments that it has received.

12.7 GOVERNING LAW

This Plan shall be construed and enforced according to the laws of the state of domicile of the Adopting Employer/Sponsoring Entity to the extent not pre-empted by applicable federal law. The laws of such state shall govern the construction, validity and administration of the Plan, as embodied in the Plan and the Plan Specifications.

12.8 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

12.9 PROVISIONS RELATING TO INSURANCE

Any Policies purchased under this Plan shall be held subject to the following rules:

(a) The Trustee shall be applicant and owner of any Policies issued.

(b) A Participant shall be entitled to designate a Beneficiary under the terms of any Policy issued under the Plan. Such designation shall remain in force until revoked by the Participant, by filing a new Beneficiary designation form with the Administrator.

(c) In the event a Participant is uninsurable or insurable at substandard rates, he or she may elect to receive a reduced amount of insurance, if available, or may waive the purchase of insurance.

(d) All dividends or other returns received on any Policy purchased shall be applied to reduce the next premium due on such policy, or if no further premium is due, such amount shall be credited to the Fund as part of the account of the Participant for whom the policy is held.

(e) Upon the retirement or Severance of Employment of a Participant, the Administrator shall offer the Participant the right to purchase any Policy on the life of such Participant for its cash surrender value. If the Participant shall exercise such right, the Participant's payment shall be credited to the Participant's Account Balance. If the Participant shall not exercise such right, the Administrator shall direct the Trustee to surrender the Participant's policy and credit the proceeds to his or her account for payment under the terms of the Plan.

(f) Any insurer who shall issue Policies hereunder shall not have any responsibility for the validity of this Plan or for the tax or legal aspects of this Plan. The insurer shall be protected and held harmless in acting in accordance with any written direction

of the Administrator, and shall have no duty to see to the application of any funds paid to the Trustee, nor be required to question any actions directed by the Administrator. Regardless of any provision of this Plan, the insurer shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Policy that it issues hereunder, or the rules of the insurer.

The Administrator shall be solely responsible to see that these insurance provisions are administered properly. If there is any conflict between the provisions of this Plan and any insurance Policies issued, the terms of this Plan will control.

12.10 HEADINGS

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

12.11 PARTICIPANTS' RIGHTS

This Plan shall not be deemed to constitute a contract of employment between the Employer/Sponsoring Entity and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer/Sponsoring Entity or to interfere with the right of the Employer/Sponsoring Entity to discharge any Participant or Employee at any time regardless of the effect such discharge shall have upon him as a Participant of this Plan.

12.12 UNIFORMITY

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. In the event of any conflict between the terms of this Plan and any Policy purchased or provided hereunder, the Plan provisions shall control.

Voluntary Employee Benefit Association Plans

Transamerica Retirement Solutions, LLC

Services Agreement

For: Illinois Public Pension Fund Association

Transamerica Retirement Solutions, LLC
Services Agreement
Voluntary Employee Benefit Association Plans

This Agreement is made among Transamerica Retirement Solutions, LLC ("Transamerica"), Babbitt Municipalities, Inc. ("BMI") and Illinois Public Pension Fund Association (the "Plan Sponsor"). Under this Agreement Transamerica will provide administrative services for the entities who adopt the Retiree Healthcare Funding Plan (the "Plan") sponsored by the Plan Sponsor. This Agreement is effective March 1, 2017.

All services listed in Section I are standard features for which there are no separate additional charges (see attached Fee Schedule). For all services listed in Section II see the attached Fee Schedule.

I. Basic Recordkeeping and General Administrative Services

- Transition from Prior Recordkeeper *(including Implementation Schedule)*
- Installation and Maintenance of Participant and Plan Level Records
- Assistance in preparation of contributions via electronic file
- Daily Transaction Processing
  Remittances
  Telephone/Internet Transfers*
  Withdrawals
  Telephone/Internet Investment Allocation Changes
- Language Line *(140+ languages)*
- Payments (to BMI)
- Transaction Confirmations
- Quarterly Statements
  - Mailed to Participant homes
  - Plan level

- Wide variety of Transamerica's investment options
- Communications

  Plan Sponsor:
  Investment performance updates
  Toll-free telephone/Internet access

  Participant:
  Toll-free line/Internet access
  - Account information
  - Investment share/unit values
  - Investment fund information

II Additional Recordkeeping and General Administrative Services

- Recordkeeping and general administrative services as elected in writing by the Plan Sponsor, and agreed to by Transamerica. (Please see Fee Schedule attached.)

III. GENERAL PROVISIONS

1. Transamerica's Responsibilities. Transamerica will provide such documents, reports and other materials, as elected by the Plan Sponsor, on a timely and accurate basis. Transamerica will provide to the Plan Sponsor all forms and procedures that may be necessary for the Plan Sponsor to provide data and other information to Transamerica in accordance with the services specified herein. Transamerica is not responsible for the services provided by BMI, including those provided in item 3 below, and for the performance of such services Transamerica is providing until and unless such information as requested is provided in good order. The Plan Sponsor agrees that Transamerica may identify the Plan Sponsor's name and logo in Transamerica's current client list and that such list may be circulated in marketing materials used with third parties. Nothing in this Agreement shall intend that Transamerica shall be or become the Plan Administrator or other fiduciary to the Plan or a party to the Plan or trust by virtue of this Agreement. Transamerica reserves the right to enter into sub-contracts or other agreements for the Services to be performed hereunder. Services provided are for clients of BMI and BMI has disclosed to those entities any applicable fees for services provided by BMI, and has disclosed that Transamerica is providing certain services under this Agreement.

2. Plan Sponsor's Authority and Responsibilities. The Plan Sponsor represents that it is authorized to act for the Plan and to engage agents in this capacity to assist in the performance of administrative duties. All work performed by Transamerica pursuant to this Agreement is for review and execution by the Plan Sponsor or, where appropriate, the, Plan Trustee ,BMI or legal counsel for such persons. The Plan Sponsor understands that under this Agreement Transamerica does not provide tax, investment or legal advice and does not exercise any discretionary authority or control with respect to the management of the Plan or its assets. The Plan Sponsor or BMI will provide to Transamerica, in writing, such information as Transamerica may require to provide the services elected herein on an accurate and timely basis. The Plan Sponsor shall retain administrative and fiduciary responsibility for the Plan Sponsor

3. BMI's responsibilities. BMI will be responsible for receiving all benefit withdrawal requests from the Plan participants. BMI will review all such requests and approve or deny them. BMI will be responsible for providing Transamerica with specific directions for each approved withdrawal request, and will provide such directions to Transamerica via an approved form on a weekly basis. Such form will include all the information Transamerica requires to process the withdrawals. In addition, on a quarterly basis, BMI will provide to Transamerica a listing of participants who terminated during the prior quarter. As soon as administratively feasible following receipt of the listing, Transamerica will perform the necessary functions to separate such terminated participants from active participants, for billing purposes only.

4. Transamerica's Right to Rely Upon Data Submitted. Transamerica shall rely conclusively upon the accuracy and completeness of all data and other information supplied by the Plan Sponsor or on behalf of the Plan Sponsor by BMI or other designated Party, the Plan Trustee or the Plan Administrator. Transamerica shall have no duty to verify such information. Should such data or other information prove to be inaccurate resulting in Transamerica's devoting additional time to provide the services elected, Transamerica reserves the right to adjust the fee for such service accordingly.

5. Transamerica's Right to Decline to Provide Certain Services. Transamerica reserves the right, for any reason, to decline to provide services elected by the Plan Sponsor if a provision in the Plan documents or if other circumstances renders providing of such a service by Transamerica not feasible in the sole opinion of Transamerica. Transamerica will advise the Plan Sponsor in writing of any such declination.

6. Fee Schedule. The Fee Schedule is attached to and hereby is made a part of this Agreement. Notwithstanding any other provision in this Agreement, Transamerica reserves the right to change the Fee Schedule from time to time after the first three Years. Such a change shall occur only upon at least 90 days advance written notice to the Plan Sponsor.

The Plan Sponsor hereby elects and authorizes Transamerica to perform the Basic Services (Section I) and the additional services (Section II) elected above and if applicable, agrees to pay the corresponding fees in accordance with the Fee Schedule in effect at the time the service is rendered.

7. Billing Period. After the end of each Year, Transamerica will provide the Plan Sponsor with a written notice of the charges under the Fee Schedule applicable for that period, if applicable. All charges are due and payable to Transamerica 30 days after the receipt of such notice by the Plan Sponsor. Such charges are payable in addition to Plan contributions. To the extent that charges under the Fee Schedule are due and unpaid, the Plan Sponsor hereby authorizes Transamerica to withdraw the amount of such charges from the Plan participants' accounts and to retain such withdrawals as payment under this Agreement. Notwithstanding anything in this agreement to the contrary, the Plan Sponsor hereby authorizes Transamerica to withdraw any unpaid charges from Plan participants' accounts, without any waiting period being required, if the Plan Sponsor files for bankruptcy, Transamerica may change the duration of the Billing Period at any time by giving the Plan Sponsor at least 90 days advance written notice before such change is to become effective.

8. Investment Options

(a) The Investment Options Schedule is attached to and hereby is made a part of this Agreement. New contributions that cannot be allocated will be held in an account with State Street Bank and Trust Company. Other unallocated Plan assets (e.g., forfeiture credits) will be transferred from the Investment Options and held in the Suspense Account in the TFLIC Group Annuity Contract. When a TFLIC Group Annuity Contract is not selected as an Investment Option, the unallocated Plan assets will be transferred from the Investment Options and held in a State Street Bank and Trust Cash Reserve Fund. Transamerica reserves the right to change from time to time the Investment Options Schedule and the accounts holding unallocated plan assets. Such a change to the Investment Options Schedule shall occur only upon at least 90 days advance written notice and such change to the accounts holding unallocated Plan assets shall occur only upon at least 30 days advance written notice to the Plan Sponsor.

Please be aware that Transamerica will make reasonable efforts to place orders for the purchase and sale of fund units/shares as soon as practicable after such order is received. However, a fund/investment company (or its broker/dealer, transfer agent or other authorized representative) may accept or reject any purchase order in its discretion and Transamerica cannot be held accountable for any decision by a fund company to reject an order for any reason unrelated to actions or inactions by Transamerica.

(b) Transamerica and the Plan Sponsor have discussed and negotiated the handling of float income, and the Plan Sponsor, a signatory to this Agreement, has agreed that any such income will be retained by Transamerica or its affiliates as compensation for services in accordance with guidelines established by the Department of Labor. To minimize float income, Transamerica encourages the Plan Sponsor to use good order processing for incoming funds. Under good order processing, the Plan Sponsor sends a contribution file to Transamerica for processing prior to remitting contributions. Within 24 hours of receipt of the contribution file, Transamerica reviews the contribution file and reconciles any differences between the participant records on its recordkeeping system and the Plan Sponsor's contribution file and notifies the Plan Sponsor of the amount to remit to Transamerica. Upon receipt of the funds, Transamerica processes the contribution file and invests the funds. Money received by Transamerica for investment will be processed on the day of receipt assuming that such day is a business day, i.e., the New York Stock Exchange is open for trading, and that the funds are received in good order and before the closing of the New York Stock Exchange. Incoming funds which do not meet all of these criteria will be held in an overnight investment rate account and invested on the next following business day assuming that all good order deficiencies, if any, have been remedied by that time.

Transamerica will benefit from any float income generated by the incoming funds until they are determined to be in good order and fully invested. Funds disbursed by Transamerica will generate float income for Transamerica's benefit at the prevailing overnight investment rate from the date the disbursement check is cut until it is presented for payment, the timing of which is beyond Transamerica's control. Ten business days is the usual time frame between check disbursement and presentment. Upon written request, Transamerica will provide an annual report indicating the status of checks issued during the year.

In either case of float income referenced above, note that Transamerica invests in a variety of overnight instruments from time to time, and rate differences among them are de minimis.

9. Hold Harmless and Indemnification. The Plan Sponsor and BMI and any entity or person controlling, controlled by or under common control with the Plan Sponsor ("Plan Sponsor's Affiliate) hereby agree to hold Transamerica and any entity or person controlling, controlled by or under common control with Transamerica ("Affiliate") harmless from and indemnify Transamerica and its Affiliates against any and all claims, expenses, liabilities, damages and losses resulting from any action taken by Transamerica in accordance with directions from the Plan Sponsor and/or BMI or any of their agents and any failure by Transamerica in the absence of such direction or from the actions or omissions of the Plan Sponsor and/or BMI or any of their agents or inaccurate or insufficient data provided to Transamerica by the Plan Sponsor and/or BMI or their agents or from the failure of the Plan Sponsor and/or BMI or their agents to submit requested information to Transamerica on a timely basis or from Transamerica processing any transaction after, or 90 days before, the Plan Sponsor files for bankruptcy or operational defects or plan document deficiencies or any existing or future litigation or other claims that are related to actions or inaction by the Plan Sponsor or any other party that occurred prior to the effective date of this Agreement. Transamerica must notify the Plan Sponsor and BMI of any litigation or other legal proceeding that may give rise to an indemnification obligation hereunder ("legal action") brought against Transamerica no later than 10 business days after receiving notice of the commencement of such legal action and Transamerica must notify the Plan Sponsor and BMI of any other claim no later than 15 business days after receiving notice of such claim. If the applicable condition in the immediately preceding sentence is not met, the Plan Sponsor's and BMI's hold harmless obligations will be null and void with respect to such legal action or other claim if the failure to provide timely notice of the legal action or other claim materially prejudices the interest of the indemnifying party.

The Plan Sponsor and BMI may elect to compromise or defend at their own expense and by their own counsel any legal action or other claim that may be brought against Transamerica with respect to those matters from which the Plan Sponsor and BMI have agreed to hold Transamerica harmless hereunder, and shall satisfy any judgment that may be rendered against Transamerica pursuant and subject to Transamerica's Hold Harmless Agreement with the Plan Sponsor and BMI.

Transamerica hereby agrees to hold Plan Sponsor and BMI and any entity or person controlling, controlled by, or under common control with the Plan Sponsor ("Plan Sponsor's Affiliate") and BMI harmless from and indemnify the Plan Sponsor and BMI against any and all claims, expenses, liabilities, damages and losses which directly result from Transamerica's negligence or intentional misconduct in providing any service which it is obligated to perform under the provisions of this Agreement. Plan Sponsor and BMI must notify Transamerica of any litigation or other legal proceeding that may give rise to an indemnification obligation hereunder ("legal action") brought against Plan Sponsor and/or BMI no later than 10 business days after receiving notice of the commencement of such legal action and Plan Sponsor and/or BMI must notify Transamerica of any other claim no later than 15 business days after receiving notice of such claim. If the applicable condition in the immediately preceding sentence is not met, Transamerica's hold harmless obligation will be null and void with respect to such legal action or other claim if the failure to provide timely notice of the legal action or other claim materially prejudices the interest of the indemnifying party.

Transamerica may elect to compromise or defend at its own expense and by its own counsel any legal action or other claim that may be brought against the Plan Sponsor and/or BMI with respect to those matters from which Transamerica has agreed to hold the Plan Sponsor harmless hereunder, and shall satisfy any judgment that may be rendered against the Plan Sponsor pursuant and subject to the Plan Sponsor's and BMI's Hold Harmless Agreement with Transamerica.

10. Modification. Unless otherwise provided for under this Agreement, this Agreement may only be modified in writing signed by the Plan Sponsor, BMI and a duly authorized Vice President in the Corporate Plans Group of Transamerica. The Plan Sponsor may unilaterally change its Plan Sponsor Elections for Services under this Agreement by giving at least 30 days advance written notice to Transamerica. Notwithstanding anything in this Agreement to the contrary, Investment Options may be added or deleted from the Investment Options Schedule in accordance with the Plan Sponsor's written or electronic directions, subject to Transamerica's consent.

11. Additional Services. The Plan Sponsor may request that Transamerica provide a service that is in addition to the services set forth herein. Transamerica may then, in its sole discretion, agree to provide such a service to the Plan Sponsor. The Fee for such a service shall be agreed to in writing between the Plan Sponsor and Transamerica.

12. Year. A Year under this Agreement shall be the Plan Year of the Plan, except as provided below:
This Agreement shall begin on March 1, 2017. Subsequent Years shall begin on the first day of each Plan Year of the Plan. A Year ends on the earlier of the last day of the Plan Year or on the termination date of this Agreement.

13. Basic Services Guarantee. If the Plan Sponsor is not completely satisfied for any reason with the Basic Services (Section I) provided by Transamerica in the first Year, Transamerica will waive the dollar amount specified as the Basic Services Guarantee under the Fee Schedule, upon written request from the Plan Sponsor.

14. Notice of Plan Termination. The Plan Sponsor shall provide Transamerica with written notice of the termination of the Plan, no less than 60 days in advance of such Plan termination.

15. Termination of the Agreement. The Plan Sponsor or Transamerica may at any time terminate this Agreement upon written notice to the other party, which notice shall be effective no less than 90 days after receipt by the party to whom such notice is sent. Transamerica may terminate the Agreement or withhold any services under the Agreement without advance notice to the Plan Sponsor if the Plan Sponsor files for bankruptcy. Transamerica reserves the right to assess a fee for any service elected by the Plan Sponsor which may be fully or partially completed at termination. Such a fee will be in accordance with the Fee Schedule. No services will be performed by Transamerica under this Agreement after the date this Agreement is terminated, except as Transamerica may otherwise agree to in writing. Any applicable Termination Charge, as defined in the Fee Schedule under Basic Services, shall be withdrawn upon the termination of this Agreement.

This Agreement may be restored to full force and effect only by written agreement between the Plan Sponsor and Transamerica.

16. Binding Effect. This Agreement shall be binding on and inure to the benefit of each of the parties hereto, their heirs, successors and assigns.

17. Notices and Payments. Any notice, other communication or payment required or permitted under this Agreement shall be addressed and delivered as follows:

If to Transamerica:
Transamerica Retirement Solutions, LLC
440 Mamaroneck Avenue
Harrison, New York 10528

If to the Plan Sponsor:
Illinois Public Pension Fund Association
2587 Millennium Dr., Unit C
Elgin, IL 60124

If to BMI: Babbitt Municipalities, Inc.

1701 E. Lake Ave., Suite 400

Glenview, IL 60025

Attn: Joel Babbitt

Any party may, by written notice to the other party, designate another address or person for receipt of notices hereunder, or designate another address, another person or other payment instructions for receipt of payments hereunder.

18. Governing Law. The parties agree that this Agreement shall be governed by the laws of the State of New York.

19. The USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each customer that opens an account. Therefore, in accordance with the USA PATRIOT Act the Plan Sponsor agrees to provide to Transamerica certain information it requests in order for Transamerica to identify the Plan Sponsor. The Plan Sponsor also gives its approval to the use of third party sources to verify the information provided or to obtain additional other identifying documents.

Illinois Public Pension Fund Association
Name of Plan Sponsor

By: James M. McHenry — Vice President — 2/14/2017
Signature of Authorized Officer — Title — Date

BMI

By: [signature] — [signature] — 2/14/2017
Signature of Authorized Officer — Title — Date

Transamerica Retirement Solutions, LLC

By: Robert J. Vetter — February 8, 2017
Signature of Authorized Vice President — Title — Date

Fee Schedule

This Fee Schedule, effective March 1, 2017, is attached to and a part of the Services Agreement between Transamerica Retirement Solutions, LLC, BMI and the Plan Sponsor. The fees below are assessed each Year, or portion thereof, in which this Agreement is in effect. This Fee Schedule is guaranteed during the first three Years.

SERVICE

Basic Services (Section I)

A. Required Revenue

The Required Revenue is the amount of compensation to be paid each Year to TRS that is composed of: (1) compensation to TRS for providing the Basic Recordkeeping and General Administrative Services and Additional Recordkeeping and General Administrative Services (Sections I and II, in addition to any explicit Fee associated with specific services noted below), (2) compensation to intermediaries/advisors as independent covered service providers for their services ("Third Party Compensation"), if any, and/or (3) funding for an Expense Budget Account if requested by the Employer. The Required Revenue is based on the Plan's financial factors including, but not limited to, the number of Participant accounts, the anticipated annual contributions and Plan assets. Based on these factors and negotiations between the Employer and TRS, the parties have agreed that the Total Required Revenue to administer the Plan(s) (4), expressed as a percentage of the Plan's invested assets, is as follows:

(1)	Required Revenue by TRS to administer the Plan -	.225%
(2)	Third Party Compensation -	.00%
(3)	Expense Budget Account Funding -	.00%
(4)	**Total Required Revenue to administer the Plan -**	**.225% ("Required Revenue")**

The Required Revenue number is based on the combined financial characteristics and administrative requirements of the Plan(s).

If the Required Revenue is revised, the new Required Revenue will be guaranteed for the same Fee Guarantee Period, which shall not be extended upon such revision.

B. Expected Fund Revenue from Investment Options – Fund Revenue Credited to Expense Budget Account

TRS and/or its affiliates expect to receive certain indirect compensation from the Investment Options available within the Plan(s) or their respective affiliates ("Expected Fund Revenue"). The Expected Fund Revenue TRS or its affiliated broker-dealer, Transamerica Investors Securities Corporation ("TISC"), receives may include distribution (12b-1) fees, shareholder servicing fees, and/or sub-transfer agency fees. Expected Fund Revenue received by TRS or TISC from the proprietary Diversified Investment Advisors Collective Trust, Transamerica Financial Life Insurance Company ("TFLIC") and Transamerica Partners investment funds (collectively, "Proprietary Funds") is defined as the expense ratio applied to fund assets less all investment expenses, such as sub-advisor, custody, legal, printing and trading costs. The Investment Options Schedule illustrates the Investment Options to be included in the Plan(s) and the Expected Fund Revenue from each Investment Option. The Expected Fund Revenue is based on currently available information and may be changed at any time. All Expected Fund Revenue will be deposited into an Expense Budget Account.

For most Investment Options, payment is made to TRS through National Financial Services, LLC, or Mid-Atlantic Capital Corporation who are subcontractors through which TRS's investment platform is maintained. As of the date of this Agreement, each of these firms receives the following percentage of the gross Expected Fund Revenue for their services: National Financial Services, LLC (see table below*); Mid-Atlantic Capital Corporation 4%. National Financial Services, LLC and Mid-Atlantic Capital Corporation are paid directly by

TRS. The amounts paid are included in the Required Revenue (not in addition to the Required Revenue) and are not subtracted from the Expected Fund Revenue received by TRS or its affiliates, if any, listed in the Investment Options Scheduled.

*National Financial Services Fund Revenue ($) Table:

Low	High	(%)
$0	$50,000,000	3.35
$50,000,001	$100,000,000	2.75
$100,000,001	$150,000,000	2.00
$150,000,001	$200,000,000	1.50
$200,000,000 and over		1.00

- In addition to the compensation above there is a trading fee of $1 per day.
- With respect to the Blackrock Lifepath funds and Transamerica Partners Funds, if any, 100% of the fund revenue is passed through to TRS and as such, revenues from these funds are NOT included in the above.

C. Assessment of Required Revenue – Fund Revenue Credited to Expense Budget Account

As described above, TRS expects to receive certain revenue from the Investment Options available within the Plan. The Expected Fund Revenue from Investment Options B. will be deposited into an Expense Budget Account ("EBA"). As soon as administratively feasible following the end of each plan Year quarter, the Employer authorizes TRS to deduct from the EBA an amount equal to one quarter of the Required Revenue amount as payment due to TRS. If the amount in the EBA is insufficient to cover the payment due to TRS, TRS shall bill the Employer any shortfall. The Employer may then authorize TRS to apply the shortfall to Participant accounts, pay the shortfall from the Plan(s)'s forfeiture account (if allowable according to the provisions of the Plan(s)) or pay TRS directly for the shortfall.

D. Review of Expected Fund Revenue

The Expected Fund Revenue for each of the Investment Options will be reviewed no less frequently than quarterly. The frequency of such review will be determined by TRS. Any adjustments necessary to the amounts being credited to the EBA will be made as soon as administratively feasible following the review of the Expected Fund Revenue. TRS shall notify the Employer of any changes in the revenue generated from the Investment Options. Any adjustments made to amounts being credited to the EBA will not necessitate an amendment to this Agreement. The Employer hereby acknowledges that all adjustments to amounts being credited to the EBA will be prospective only. Nothing in this Agreement shall be construed as intending or rendering TRS to be "revenue neutral" or "fee neutral" as such terms may be defined under any DOL regulatory guidance.

Expense Budget Account ("EBA")

The EBA is a plan level unallocated account that is credited with Expected Fund Revenue, if any, and/or amounts withdrawn from Participant accounts. The amount credited to the EBA will be accrued daily based on Participants' account balances in each of the Investment Options (excluding PCRA and employer stock funds, if applicable) and will be credited with such amount as of the last business day of each month. The daily accrual on non-business days at the end of a month will roll into the following month and be credited on the last business day of such month. These amounts can be used to pay Plan-related expenses approved by the Employer or can be allocated to Plan Participants at the end of the Year (or as soon as administratively feasible following the end of the Year), at the direction of the Employer.

- Once each Plan Year quarter, the Employer may direct TRS in writing to reimburse the Employer from the EBA, or at the Employer's direction remit payment to a third party, for necessary and reasonable Plan-related expenses. Once per Plan Year quarter, TRS will pay the authorized amounts directly to the Employer, or at the Employer's direction, a third party, provided there are sufficient funds in the EBA, following receipt of the Employer's authorization.

- It is the Employer's sole responsibility to determine if the expenses that are being reimbursed qualify as necessary and reasonable Plan-related expenses in accordance with the Plan'(s) governing documents and the DOL's guidance provided in Field Assistance Bulletin 2003-3 and Advisory Opinion No. 2001-01A and in Internal Revenue Service Revenue Ruling 2004-10 and other guidance that may subsequently be issued. TRS is not responsible for any determination regarding the appropriateness of such expenses for reimbursement.

- At the end of the Year, the Employer may direct TRS to allocate the balance in the EBA to Participant accounts on a pro-rata basis based on Participant account balances.

Plan Service Credit ("PSC")/Plan Service Fee ("PSF")

Any PSCs or PSFs will be accrued daily based on Participants' account balances in each of the Investment Options (excluding PCRA and employer stock funds, if applicable). The PSF/PSC will be credited to or deducted from each of the Investment Options in which the Participants' accounts are invested upon the earlier of: (i) the last business day of each month or (ii) the complete liquidation of a contribution type invested in an Investment Option. The daily accrual on non-business days at the end of a month will roll into the following month and be credited or deducted on the last business day of such month.

Basic Services Guarantee: $2,500 (See General Provisions Item 13)

Additional Recordkeeping and General Administrative Services	$200 per hour

Investment Options Schedule

This Investment Options Schedule, effective March 1, 2017, is attached to and part of the Services Agreement between Transamerica Retirement Solutions, LLC and the Plan Sponsor. Transamerica reserves the right to change the names of the Investment Options at any time and such change will not necessitate an amendment to this Investment Schedule.

The fees and expenses for the funds below are in the TFLIC Group Annuity Contract and in Transamerica's mutual fund prospectus, respectively. Withdrawals for Payments will be processed from the Investment Options on a pro-rata basis.

Withdrawals for Payments will be processed from the Investment Options on a prorata basis.

TFLIC Guaranteed Pooled Fund (TFLIC)
Transamerica Partners Large Core (TMF)
Transamerica Partners Small Core (TMF)
Transamerica Partners Inflation-Protected Securities (TMF)
Transamerica Partners Stock Index (TMF)
Transamerica Partners International Equity (TMF)
Transamerica Partners High Quality Bond (TMF)
Transamerica Asset Allocation - Short Horizon (TMF)
Transamerica Asset Allocation - Intermediate Horizon (TMF)
Transamerica Asset Allocation - Intermediate/Long Horizon (TMF)
Transamerica Partners High Yield Bond (TMF)
Transamerica Asset Allocation - Short/Intermediate Horizon (TMF)
Transamerica Asset Allocation - Long Horizon (TMF)
Transamerica Partners Mid Growth (TMF)
Transamerica Partners Mid Value (TMF)
Transamerica Partners Small Value (TMF)
Transamerica Partners Small Growth (TMF)
Transamerica Partners Large Growth (TMF)
Transamerica Partners Government Money Market (TMF)
Transamerica Partners Core Bond (TMF)
Transamerica Partners Large Value (TMF)

Until a Participant makes an investment election, Transamerica is instructed to invest all contributions made on his/her behalf in the Guaranteed Pooled Fund.

Plan Sponsor acknowledges that Transamerica has made no representation regarding whether any fund or service to be used as a default fund hereunder is a qualified default investment alternative under the Pension Protection Act of 2006 or any regulation thereunder.

Explanation of Abbreviations
TFLIC = Fund available under a TFLIC Group Annuity Contract
TMF = Transamerica's mutual funds -- Investors Class
MF = Other Mutual Funds. The fees and expenses for such Investment Options should be in their corresponding investment documents (e.g., prospectus). Transamerica receives revenue for services from such Investment Options as indicated above.

Any deposit, allocation instructions, withdrawal or transfer request, or other communication received by Transamerica at its Harrison headquarters or Cedar Rapids office after the close of regular trading on the New York Stock Exchange, normally 4:00 pm Eastern Time, will be considered received as of the beginning of the next business day Transamerica is open. Transamerica reserves the right to change the time stated above by providing written notice to the Plan Sponsor.

Account No. VB98198
Amendment No. 1 attached to and forming a part of the Transamerica Retirement Solutions, LLC Pension Services
Agreement ("Agreement") between Transamerica Retirement Solutions, LLC ("TRS") and Babbitt Municipalities,
Inc. ("BMI") and Illinois Public Pension Fund Association (the "Plan Sponsor'). Such Agreement outlines the
administrative services TRS provides for the entities who adopt the Retiree Healthcare Funding Plan ("Plan")
sponsored by the Plan Sponsor.
Unless otherwise defined in this Amendment, capitalized terms have the same meaning as in the Agreement.
This Agreement is hereby amended as follows:
1. By the substitution of the following for the default fund provision currently appearing in the Investment Options
Schedule:
Until a Participant makes an investment election, TRS is instructed to invest all contributions made on his/her
behalf in the Transamerica Asset Allocation – Long Horizon Fund.
This Amendment is effective August 16, 2017.
Employer
By: _____ _____
Signature of Authorized Officer Title Date
Transamerica Retirement Solutions, LLC
By:
(Authorized Senior Vice President)
VB98198sa1/AS
Administrator 8/16/2017

Account No. VB98198

Amendment No. 2 attached to and forming a part of the Transamerica Retirement Solutions, LLC Pension Services Agreement ("Agreement") between Transamerica Retirement Solutions, LLC ("TRS") and Babbitt Municipalities, Inc. ("BMI") and Illinois Public Fund Association (the "Plan Sponsor"). Such Agreement outlines the administrative services TRS provides for the entities who adopt the Retiree Healthcare Funding Plan ("Plan") sponsored by the Plan Sponsor. Unless otherwise defined in this Amendment, capitalized terms have the same meaning as in the Agreement.

This Agreement is hereby amended as follows:

1. By the deletion of the following Investment Option(s) from the Investment Options Schedule:

TFLIC Guaranteed Pooled Fund (G34B)
Transamerica Partners Government Money Market
Transamerica High Quality Bond R
Transamerica Intermediate Bond R
Transamerica Inflation-Protected Securities R
Transamerica High Yield Bond R
Transamerica Large Value Opportunities R
Transamerica Large Core R
Transamerica Stock Index R
Transamerica Large Growth R
Transamerica Mid Cap Value Opportunities R
Transamerica Mid Cap Growth R
Transamerica Small Cap Value R
Transamerica Small Cap Core R
Transamerica Small Cap Growth R
Transamerica International Equity R
Transamerica Asset Allocation Short Horizon R
Transamerica Asset Allocation Intermed Horizon R
Transamerica Asset Allocation Long Horizon R

2. By the addition of the following Investment Option(s) to the Investment Options Schedule -- such Investment Option(s) will be offered to the Participants under the Plan:

Vanguard Federal Money Market Investor (MF) (0bps)
Standard Stable Asset Fund III (OSVF)(50bps)
Vanguard Short Term Investment-Grade (MF) (0bps)
Vanguard Total Bond Market Index Inst (MF) (0bps)
Vanguard Inflation-Protected Secs Instl (MF) (0bps)
Vanguard High-Yield Corporate Adm (MF) (0bps)
Vanguard Value Index Adm (MF) (0bps)
Vanguard Institutional Index (MF) (0bps)
Vanguard Large Cap Index Instl (MF) (0bps)
Vanguard Growth Index Adm (MF) (0bps)
Vanguard Mid Cap Value Index Adm (MF) (0bps)
Vanguard Mid Cap Growth Index Adm (MF) (0bps)
Vanguard Small Cap Value Index I (MF) (0bps)
Vanguard Small Cap Index Instl (MF) (0bps)

Vanguard Small Cap Growth Index Instl (MF) (0bps)
Vanguard Total International Stock Index Ins (MF) (0bps)
Vanguard Target Retirement 2060 Inv (MF) (0bps)
Vanguard LifeStrategy Income (MF) (0bps)
Vanguard LifeStrategy Moderate Growth (MF) (0bps)
3. By the substitution of the following for the default fund provision currently appearing in the Investment Options Schedule:
Until a Participant makes an investment election, TRS is instructed to invest all contributions made on his/her behalf in the Vanguard LifeStrategy Moderate Growth Fund.
4. By the addition of the following definitions to the Explanation of Abbreviations which appears in the Investment Options Schedule:
Explanation of Abbreviations
OSVF = Outside Stable Value Fund. Stable Value Fund is a general account, guaranteed separate account or other product made available by TRS and offered by an insurance company unaffiliated with TRS. TRS may receive revenue from the insurance company which, if applicable, will be fully disclosed in this Pension Services Agreement and elsewhere as required by law.
5. By the substitution of the following for BASIC SERVICES in the **FEE SCHEDULE**, which is attached to and part of the Agreement:
A. Required Revenue

The Required Revenue is the amount of compensation to be paid each Year to TRS that is composed of: (1) compensation to TRS for providing the Basic Recordkeeping and/or General Administrative Services, Basic Plan Compliance Testing, if applicable, and any Employer Elected Services under this Agreement (Sections I and II, in addition to any explicit Fee associated with specific services noted below Sections I and II), (2) compensation to intermediaries/advisors as independent covered service providers for their services ("Third Party Compensation"), if any, and/or (3) funding for an Expense Budget Account if requested by the Employer. The Required Revenue is based on the Plan's financial factors including, but not limited to, the number of Participant accounts, the anticipated annual contributions and Plan assets. Based on these factors and negotiations between the Employer and TRS, the parties have agreed that the annual Total Required Revenue to administer the Plan(s) (4), is as follows:
(1) Required Revenue by TRS to administer the Plan - .225%
(2) Third Party Compensation - .000%
(3) Expense Budget Account Funding - .000%

(4) Total Required Revenue to administer the Plan - .225% ("Required Revenue")

NOTE: In addition a Plan Service Fee ("PSF") will be deducted from participant accounts and credited to the Expense Budget Account ("EBA") as per chart below. Fund	Plan Service Fee ("PSF")
Vanguard Federal Money Market Investor	0.67%
Vanguard Short Term Investment-Grade	0.88%
Vanguard Total Bond Market Index Inst	0.94%
Vanguard Inflation-Protected Secs Instl	0.91%
Vanguard High-Yield Corporate Adm	0.95%
Vanguard Value Index Adm	0.92%
Vanguard Institutional Index	0.59%
Vanguard Large Cap Index Instl	1.08%
Vanguard Growth Index Adm	1.17%
Vanguard Mid Cap Value Index Adm	1.16%
Vanguard Mid Cap Growth Index Adm	1.26%

Vanguard Small Cap Value Index I	1.42%
Vanguard Small Cap Index Instl	1.43%
Vanguard Small Cap Growth Index Instl	1.47%
Vanguard Total International Stock Index Ins	1.29%
Vanguard Target Retirement 2060 Inv	1.28%
Vanguard LifeStrategy Income	1.11%
Vanguard LifeStrategy Moderate Growth	1.17%

Account No. VB98198
Amendment No. 3 attached to and forming a part of the Transamerica Retirement Solutions, LLC Pension Services Agreement ("Agreement") between Transamerica Retirement Solutions, LLC ("TRS") and Babbitt Municipalities, Inc. ("BMI") and Illinois Public Fund Association (the "Plan Sponsor"). Such Agreement outlines the administrative services TRS provides for the entities who adopt the Retiree Healthcare Funding Plan ("Plan") sponsored by the Plan Sponsor. Unless otherwise defined in this Amendment, capitalized terms have the same meaning as in the Agreement.
This Agreement is hereby amended as follows:
1. By the substitution of the following for BASIC SERVICES in the **FEE SCHEDULE**, which is attached to and part of the Agreement:

A. Required Revenue

The Required Revenue is the amount of compensation to be paid each Year to TRS that is composed of: (1) compensation to TRS for providing the Basic Recordkeeping and/or General Administrative Services, Basic Plan Compliance Testing, if applicable, and any Employer Elected Services under this Agreement (Sections I and II, in addition to any explicit Fee associated with specific services noted below Sections I and II), (2) compensation to intermediaries/advisors as independent covered service providers for their services ("Third Party Compensation"), if any, and/or (3) funding for an Expense Budget Account if requested by the Employer. The Required Revenue is based on the Plan's financial factors including, but not limited to, the number of Participant accounts, the anticipated annual contributions and Plan assets. Based on these factors and negotiations between the Employer and TRS, the parties have agreed that the annual Total Required Revenue to administer the Plan(s) (4), is as follows:
(1) Required Revenue by TRS to administer the Plan - $60 per participant account
(2) Third Party Compensation - $0.00
(3) Expense Budget Account Funding - $0.00
(4) Total Required Revenue to administer the Plan - $60 per participant account ("Required Revenue")

PLAN SERVICE FEE

NOTE: In addition a Plan Service Fee ("PSF") will be deducted from participant accounts and credited to the Expense Budget Account ("EBA") as per chart below for **The Wise Choice for Public Employees Plan:** Fund	Plan Service Fee ("PSF")
Vanguard Federal Money Market Investor	0.67%
Vanguard Short Term Investment-Grade	0.88%

SUMMARY PLAN DESCRIPTION
OF YOUR
RETIREE HEALTHCARE FUNDING PLAN

Village of Villa Park

Retiree Healthcare Funding Trust & Plan

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INTRODUCTION

Error! Reference source not found. has created the **Error! Reference source not found.** Retiree Healthcare Funding Trust & Plan (herein referred to as the "Plan"). This plan has been adopted to provide health and welfare benefits for Participants and their eligible Dependents. It is intended that this Plan and the Trust constitute a trust subject to section 115.

This Summary Plan Description (SPD) describes generally the eligibility and benefit provisions of the Plan. There is a separate more detailed Plan Document available upon request. If there is a conflict between the language of this SPD and the Plan Document, the Plan Document controls.

FREQUENTLY ASKED QUESTIONS

1. What is the Trust?

The Trust Fund is the post-employment trust fund set up to provide medical benefits to retired employees (and their dependents) that performed work under the jurisdiction. The plan can cover both members covered by a collectively bargaining agreement and non-represented employees.

2. What is the Trust Agreement?

The Trust Agreement is the legal document under which the Trust Fund was created.

3. What is the Plan Document?

The Plan Document is the legal document that describes the eligibility and participation requirements, covered benefits and the payment of claims.

4. What is the Summary Plan Document?

The Summary Plan Document is a condensed version of the Plan Document.

5. Who administers the Plan?

The Plan is administered through Babbitt Municipalities Incorporated (BMI). All claims are processed by BMI. All plan assets are held in custody by Transamerica Retirement Solutions. Trust Services are provided by State Street Bank and Trust.

6. Who pays the costs of maintaining the Plan?

Participants pay the costs associated with the plan. Costs are included into the investment expense ratios of the investment options offered.

7. What happens to the contributions paid on my behalf?

The contributions are deposited into the Trust Fund. All funds are deposited into an account that the participant controls.

8. When must I enroll in the Plan?

Your enrollment is automatic.

9. When am I eligible for Plan benefits?

You become eligible for Plan benefits when you separate service or are furloughed from sponsoring employer.

10. **What medical benefits are covered by the Plan Document?**

The covered expenses include insurance premium that is not claimed under another tax-free/pre-tax program, physician's and hospital charges, dental charges, hearing and vision expenses, prescriptions, ambulance, laboratory fees, convalescent and nursing home care, hospice care, private nursing care, Medigap or Medicare supplement insurance premiums, other medical insurance premiums, convalescent or nursing home care, the cost of medications and/or prescriptions, private nursing and hospice care, amounts paid or due as deductibles, co-pay amounts, co-insurance costs, and other medical expenses within the meaning of Section 213(d) of the Internal Revenue Code.

11. How do I make a claim for benefits?

To obtain payment or reimbursement of an individually purchased insurance policy or medical benefit, complete and file the claim form provided by the Administrator. The Administrator will require the proper proof of a claim. Claim forms are available at www.ippfabenefits.org and navigate to Resources and Forms.

12. When is my claim form due?

Claim for benefit forms should be submitted to the Administrator within ninety (90) days after the end of the Plan Year in which the expense was incurred. The Plan Year ends on December 31. The claim forms are due by March of the next year. In no circumstances can a claim be made after the end of the calendar following the year in which the expense is incurred.

DEFINITIONS

Administrator or "Plan Administrator" means the individual, entity or group designated by the plan sponsor to administer the Plan.

Collective Bargaining Agreement means an agreement between the **Error! Reference source not found.** and any applicable union.

Dependent means, with respect to any Participant:

1. The Participant's spouse;
2. A child of the Participant or the Participant's spouse (including a child placed for adoption with or under legal guardianship of the Participant or spouse) who is unmarried and is less than 19 years of age or is less than 25 years of age and is a full-time student at an accredited educational institution during at least five (5) months of the calendar year. The age requirement is waived for any child who is mentally or physically disabled prior to age 19, is incapable of self-sustaining employment and who is a "dependent" of the Participant within the meaning of Section 152 of the Code;

3. Any other person that the Administrator, relying on information furnished by the Participant, in good faith determines to meet the definition of a dependent within the meaning of Section 152(a) of the Code.

Disability means a physical or mental condition of a Participant expected to last for a continuous period of not less than twelve (12) months, resulting from bodily injury, disease, or mental disorder which renders the Employee incapable of engaging in or continuing his or her usual and customary employment. A licensed physician selected by the Administrator shall determine the Disability of a Participant. The determination shall be applied uniformly to all Participants.

Employee means any employee that is not covered by a union and/or a bargaining unit person employed by an Employer who is required by a collective bargaining agreement to make contributions to the Trust Fund and non-bargaining unit employees of Employers who sign a participation agreement. The term "Employee" does not include an independent contractor or leased employee.

Employer means any employer required by a collective bargaining agreement or participation agreement to make contributions on behalf of its employees to the Trust Fund. This plan may also cover employees who are contributing as a condition of employment that are not represented by a union.

Fund or Trust Fund means the assets of the Plan held in trust, as the same shall exist from time to time, including earnings and appreciation thereon.

Medical Expense means any expense paid for medical care of a Participant and his or her spouse and other Dependents within the meaning of Section 213 of the Internal Revenue Code. Such expenses include physician's and hospital charges, dental charges, hearing and vision expenses, prescriptions, ambulance, laboratory fees, convalescent and nursing home care, hospice care, private nursing care, Medigap or Medicare supplement insurance premiums, other medical insurance premiums, convalescent or nursing home care, the cost of medications and/or prescriptions, private nursing and hospice care, amounts paid or due as deductibles, co-pay amounts, co-insurance costs, and other medical expenses within the meaning of Section 213(d) of the Internal Revenue Code.

Participant means any Employee who has an Accumulated enough hours to be eligible.

Plan means the Plan adopted herein by the Trustees and the separate Trust Agreement, including all amendments thereto, all of which are incorporated by reference and made a part hereof.

Plan Year means the Plan's accounting year of twelve (12) consecutive months ending December 31.

Trustee means the person or persons named or appointed as Trustee under the Trust Agreement.

ELIGIBILITY

CONTRIBUTIONS

The Employer shall make contributions to the Trust Fund pursuant to the applicable collective bargaining agreements or participation agreements. The Administrator will credit the contributions to the Employee's Account Balance.

ELIGIBILITY FOR MEDICAL BENEFITS

Upon separation from the **Error! Reference source not found.**.

ELECTIONS

ELECTION PROCEDURES

Eligible participants are automatically enrolled.

MEDICAL BENEFITS

BENEFITS

A Participant may elect coverage under a personally purchased health plan or the Employer's health plan and any of the following types of insurance policies:

1. Basic medical benefits;
2. Major medical and hospitalization benefits;
3. Dental benefits;
4. Vision care benefits;
5. Prescription drug benefits;
6. Qualified long term care insurance;
7. Medicare Part B;
8. Medicare supplement insurance; and/or
9. Other insurance providing medical benefits.

Reimbursement will be made monthly up to the amount that has been determined for that year by the trustees to be actuarially supportable.

MEDICAL REIMBURSEMENT BENEFIT

If a participant shows evidence that they have no reimbursable premium, the Plan will provide a medical reimbursement benefit up to the monthly amount that has been determined annually by the trustees. Claims shall be submitted quarterly. Such benefit will pay or reimburse the Participant for Medical Expenses that are not eligible for payment under a health plan of the Employer, a health insurance policy, or other plan or policy providing health coverage, including Medicare.

CLAIMS FOR BENEFITS

1. To obtain payment of medical benefits claimed in connection with a health plan of the Employer, a Participant or Dependent shall file a claim for benefits on a form and/or in such manner as provided by such health plan within ninety (90) days after the Plan Year.
2. To obtain payment or reimbursement of medical benefits, a Participant or Dependent shall file a claim for benefits on a form and/or in such manner as provided by the Administrator within ninety (90) days after the Plan Year. The Administrator may require such proper proof of claim and such evidence of the right of any person to receive a medical benefit payable as a result of incurring medical treatment of a Participant or Dependent as the Administrator may deem desirable. Under special circumstance claims may be submitted and paid after this date at the discretion of the Administrator but in no circumstances beyond the end of the plan year following the calendar year in which the expense was incurred.
3. The Plan Administrator will pay only those medical expenses that are submitted on acceptable claim forms with appropriate evidence of claim.
4. The Trustee's determination of Medical Expenses and the right of a person to receive payment shall be conclusive.

PAYMENT OF MEDICAL BENEFITS.

Medical benefits will be paid upon the Administrator's receiving claims for medical expenses from the Participant or his or her Dependent. Participants will be required to adequately substantiate claims in accordance with procedures established by the Plan Administrator. The Administrator shall not be required to verify Medical Expenses submitted by the Participant but may rely upon an explanation of benefits from the administrator of the Employer's health plan or from the insurance company issuing a health insurance Policy.

LIMITATION OF BENEFITS

Medical Benefits payable under this Article are subject to the following limitations:

1. The benefits provided are for the purpose of paying or reimbursing Medical Expenses not covered under Medicare, an Employer-provided health insurance Policy, or under any other plan of health insurance. No benefit shall be payable in connection with this Plan for which payment has been received or which may be eligible for payment or reimbursement from any other public or private welfare benefit plan. Medical benefits payable hereunder are secondary to all medical and health coverages under which the Participant is covered.
2. Except as required to avoid duplicate payments, the Administrator shall not be required to coordinate benefits paid with any other medical benefit program.
3. Benefits are payable to the extent of any funds remaining in your account.

TERMINATION OF COVERAGE

Subject to any continuation coverage requirements imposed under applicable federal or state laws, the right of a Participant to receive a Medical Benefit shall terminate upon the latest of:

1. The death of the Participant.
2. The death of the last dependent extant on the final tax return of the decedent participant.
3. The termination of the plan.

In the event that no Dependent survives a Participant (or after the demise of all surviving Dependents) any remaining benefit will be paid to a named beneficiary.

CLAIM PROCEDURES

CLAIM PROCEDURES

Claims for benefits under the Plan must be filed with the Administrator on forms supplied by the Administrator within 90 days following the end of the Plan Year (December 31) in which the expense was incurred. Claims submitted after this period will not be eligible for payment. If an application for benefits is made, the Administrator shall accept, reject or modify such request. Written notice of the disposition of a claim shall be furnished to the claimant. Each notice to claimant for denial of benefits will include the following:

1. The specific reason for the adverse determination.
2. Reference to the specific plan provisions, internal rule, guideline, protocol or other similar criterion on which the adverse determination is based. If the reference is to a medical necessity or experimental treatment or similar exclusion, an explanation of the scientific or clinical judgment for the adverse determination shall be provided.
3. A description of any additional information necessary for the claimant to provide and the reason for the request for such information.
4. A description of the plan's review procedures.

REVIEW PROCEDURES

Within sixty (60) days after the date on which a claimant receives written notice of a denied claim (or, if applicable, within 60 days after the date on which such denial is considered to have occurred), such claimant (or his or her duly authorized representative) may:

1. File a written request with the Administrator for a review of the denied claim.
2. Submit written issues and comments to the Administrator, including all additional information requested by the Administrator.
3. Have reasonable access to all information related to the denied claim. If copies are requested, the copies shall be provided to the claimant at no cost.
4. Any review of the denied claim must consider all information presented in making the determination of the claim.

APPEAL PROCEDURES

Within one hundred eighty (180) days after the date on which a claimant receives a written notice of a denied claim, such claimant (or his or her duly authorized representative) may appeal the adverse determination. The Administrator will notify the claimant not later than thirty (30) days after the determination. The claimant may make a final appeal (request for review of determination) to the Trustee The Trustee shall make a final decision as to the allowance of the claim within sixty (60) days of receipt of the appeal [unless there has been an extension of sixty (60) days due to special circumstances, provided the delay and the special circumstances occasioning it are communicated to the claimant within the sixty (60) day period]. Such communication shall be

written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based.

PRIVACY NOTICE

The information listed below is to advise you of the privacy policy of the Fund and to help you understand the types of non-public personal information that it collects about you, how that information is collected, and to whom that information is or may be disclosed.

NON-PUBLIC PERSONAL INFORMATION

Non-public personal information is information that identifies an individual or could be used to identify an individual and includes both personal financial information, such as payment history, policy number and social security number; and personal health information, such as medical history, medical records, and claims. It is necessary for the Fund and its Administrator to collect personal information in order to accurately identify you, service your account, and administer its normal business operations. Some of the sources from which information is gathered are you, your application, transactions that you conduct with us or our administrator and health care providers.

DISCLOSURE OF INFORMATION

The Fund or its Administrators may disclose this information to non-affiliated third parties, as permitted by law, in order to administer its business functions. There will be no disclosure of your personal financial information to non-affiliated third parties (except as permitted by law), unless you first are offered an opportunity to "opt-out" of such disclosure, or unless you provide a written authorization, as may be required by applicable state law. There will be no disclosure of your personal health information to non-affiliated third parties (except as permitted by law), unless you first provide a written authorization.

Non-public personal information regarding a spouse or dependent children will be disclosed to the covered employee (or the covered former employee) in the form of an explanation of benefits when a claim is processed.

SECURITY

The Fund and its administrator maintain procedural and electronic safeguards to protect the confidentiality of the non-public personal information that it obtains. Access to personal information is restricted to only those employees and service providers who need this information to provide products and service to you. The Fund and its Administrator will continue to abide by this policy even when a customer relationship no longer exists.

PLAN INFORMATION

PLAN NAME

This Plan is known as **Error! Reference source not found.** Retiree Healthcare Funding Plan & Trust.

TYPE OF PLAN

The Plan and Trust constitute an IRC Section 115 Trust.

PLAN YEAR

The Plan Year for purposes of maintaining records and filing various governmental reports is the twelve (12) month period beginning January 1 and ending December 31.

ADMINSTRATOR and AGENT FOR SERVICE OF PROCESS

Joel J. Babbitt, CLU
Plan Administrator
1701 E. Lake Avenue, Suite 400
Glenview, IL 60025

If there are legal disputes regarding the Plan, any legal documents may also be served the Administrator or the Trustees.

Village Board of Trustees Agenda Item Report

Meeting Date: May 24, 2021
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section: Motion to Approve

Subject:
Motion to Approve a Two (2) Year Agreement between the Village of Villa Park and the International Association of Firefighters (IAFF) Contract that will be Effective May 1st, 2021 through April 30, 2023

Suggested Action:
This satisfies the Short-Term Routine Strategic Goal "Explore opportunities and methods for maintaining staffing levels in the Fire and Police departments."

Attachments:
Agreement between Village of Villa Park and the International Association of Firefighters.pdf

AGREEMENT

Between

VILLAGE OF VILLA PARK, ILLINOIS

and

VILLA PARK PROFESSIONAL

FIREFIGHTERS ASSOCIATION

LOCAL NO. 2392

OF THE

INTERNATIONAL ASSOCIATION

OF FIREFIGHTERS

AFL-CIO, CLC

May 1, 2021~~17~~ – April 30, 2023~~1~~

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF VILLA PARK, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and the VILLA PARK PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL NO. 2392, OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC (hereinafter referred to as the "Union"), is in recognition of the Union's status as the exclusive representative of certain employees of the Villa Park Fire Department and has as its basic purpose the promotion of harmonious relations between the Village and the Union; to encourage and improve efficiency and productivity; to provide for the establishment of an equitable and peaceful procedure for the resolution of differences; and to establish an agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

Article I. RECOGNITION

Section 1.01 Recognition

The Village recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all positions with the rank of Lieutenant and below but excluding all supervisory employees above the rank of Lieutenant and all other managerial or confidential employees and excluding all other employees of the Village of Villa Park and all other non-supervisory employees of the Villa Park Fire Department.

Section 1.02 Probationary Period

The probationary period shall be twelve (12) months in duration. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period except that short term absences from duty (up to thirty (30) days) shall be counted toward satisfaction of the probationary period. During the probationary period, an employee is subject to discipline, including discharge without cause, with no recourse to the grievance procedure or any other forum except the Board of Fire and Police Commissioners.

Section 1.03 Fair Representation

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit whether or not they are members of the Union.

Section 1.04 Union Officers

For purposes of this Agreement, the term "Union Officers" shall refer to the Union's duly elected President, Vice-President, Secretary and Treasurer.

Section 1.05 Gender

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 1.06 Seniority

Seniority for the purpose of this Agreement shall be defined as an employee's length of continuous full-time service with the Fire Department of the Village since the employee's last date of hire. Seniority shall not include periods of unpaid leave time unless otherwise required by law, nor shall it include any time spent as a volunteer or paid-on-call firefighter. If more than one person is hired on the same day, they shall be placed on the seniority list according to their rank of the eligibility list from which they were hired. Every twelve (12) months the employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be simultaneously provided to the Union.

Article II. UNION SECURITY AND RIGHTS

Section 2.01 Dues Check-off

While this Agreement is in effect, the Village will deduct from each employee's paycheck once each pay period the regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective check-off authorization. The total amount of the deductions shall be remitted to the Union no later than ten (10) days after the deduction is made by the Village. A Union member desiring to revoke the dues check-off may do so by written notice to the Village and the Union at any time. ~~during the thirty (30) day period prior to the annual anniversary date of the contract, in each year during the life of the contract.~~

If the employee has no earnings due at the time of any check-off, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the dollar amount, which will be considered the regular monthly fees for each employee two (2) times each year during the life of this Agreement. The Union will give the Village thirty (30) days' notice of any such change in the amount of dues to be deducted.

Section 2.02 Maintenance of Membership

Each employee who is a member of the Union in good standing on February 1, 1998, or who thereafter voluntarily becomes a member of the Union in good standing shall, as a condition of continued employment with the Village, either remain a member in good standing of the Union for the duration of this collective bargaining agreement or pay to the Union a monthly dollar equivalent (not to exceed the monthly amount of Union dues) equal to the cost to the Union of the collective bargaining process and contract administration.

In the event that an employee is precluded from making involuntary contributions as required by this Section on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow such involuntary deduction from the employee's pay, provided, however, that such right to refuse shall continue only so long as the employee makes contributions of a dollar value at least equal in amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose, the Union shall certify to the Village the names of all employees covered hereby who were members in good standing of the Union on February 1, 1998 or who thereafter voluntarily become members of the Union in good standing and who after that date cease to be members in good standing of the Union and, consequently, are required to make the contributions referred to in this Section, either to the Union or to the mutually agreed-upon non-religious charitable organization.

~~Section 2.05~~Section 2.02 Union Indemnification

The Union shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. If an improper dues deduction is made, the Union shall refund directly to the employee any such amount.

~~Section 2.06~~Section 2.03 Union Bulletin Board

The Village agrees to furnish suitable space for a bulletin board in a convenient location in the fire stations to be used only by the Union. The Union shall limit its posting of notices and bulletins to the bulletin board. The Union shall not use the board for posting abusive, inflammatory or partisan political material. The agreed location at Station 82 is the current radio room bulletin board. The agreed location at Station 81 is the current dorm bulletin board. The Union agrees to furnish a copy of notices to the Chief at the time of posting.

~~Section 2.07~~Section 2.04 Union Leaves

An employee may be allowed to substitute time for another employee so that employee may attend union meetings or conferences or engage in other legitimate union business at the discretion of the Fire Chief or his designee. Requests for union leave time shall follow the procedure attached hereto as Appendix C or as subsequently modified by mutual agreement. Union leave time is a privilege that shall not interfere with the operation of the Fire Department or result in payment of overtime.

Article III. LABOR-MANAGEMENT MEETINGS

Section 3.01 Meeting Request

The Village and the Union mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held when mutually agreed to in advance between Union representatives and representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "Labor-Management Meeting" and expressly providing the agenda for such meeting.

Section 3.02 Content

Such meetings, agenda items and locations shall be mutually agreed to before being held and the purpose of any such meeting shall be limited to:

a. Discussion on the implementation and the general administration of this Agreement.

b. A sharing of general information of interest to the parties.

c. Discuss with the Union changes in (non-bargaining) conditions of employment which may affect employees.

d. Safety issues.

It is expressly understood and agreed that such meetings shall be exclusive of the Grievance Procedure. Grievances being processed under the Grievance procedure shall not be considered at a "Labor-Management Meeting".

Section 3.03 Attendance

Attendance at Labor-Management Meetings by off-duty employees shall not be considered time worked for compensation purposes. Attendance at Labor-Management Meetings shall be limited to the Labor-Management Committee, consisting of the following persons:

- Fire Chief or his designee.
- Normally one other person selected by the Fire Chief, however, up to two other persons may be selected by the Fire Chief or the Village depending upon the items for discussion at the meeting.
- President of the Union.
- Normally one other person selected by the Union President, however, up to two other persons may be selected by the Union President, depending upon the items set for discussion at the meeting.

Article IV. MANAGEMENT RIGHTS AND WORK RULES

Section 4.01 Management Rights

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and from time to time change schedules or assignments; to establish work and productivity

standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce rules, regulations, orders and policies as it deems appropriate; to evaluate employees; to establish performance standards; to discipline, suspend and discharge non-probationary employees for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to take any and all actions as may be necessary to carry out the mission of the Village and the Fire Department in the event of civil emergency as may be declared by the Village President or Village Manager (it is the sole discretion of the President to determine that civil emergency conditions exist which may include, but not be limited to, riots, fires, civil disorders, tornado conditions, floods or other catastrophes); and to carry out the mission of the Village. Provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

Section 4.02 Work Rules and Regulations

The Village may adopt, change or modify reasonable work rules. The Village agrees to post and make available copies of its applicable work rules where such rules exist in writing. Whenever the Village changes rules or issues new rules applicable to employees, the Union will be given at least five (5) days' prior notice, absent emergency, before the effective date of the work rules in order that the Union may discuss such rules with the Village within that five (5) day period before they become effective if the Union so requests. Work rules shall be equitably applied under similar circumstances and shall not conflict with any specific provision of this Agreement.

Article V. HOURS OF WORK AND OVERTIME

Section 5.01 Application of Article

This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 5.02 Work period

For purposes of payment of overtime under the FLSA, the normal work period shall consist of twenty-~~four~~one (2~~4~~1) days.

Section 5.03 Work Schedule

The shift schedule shall normally consist of an employee working twenty-four (24) hours commencing at 7:00 a.m. and then having forty-eight (48) hours off. A Kelly Day (i.e. what would otherwise be a twenty-four-hour duty day) shall be scheduled off every 16th duty shift. Employees shall receive one Floating Kelly day per contract year. These shifts, work days and hours to which employees are assigned shall be stated on the Departmental work schedule.

Beginning March 15th, each shift will go through the seniority list once a day until all Floating Kelly Days have been scheduled for their respective shifts. Floating Kelly Days must be scheduled in the current ~~fiscal~~ contract year. Floating Kelly Days may be rescheduled in the current contract~~fiscal~~ year, as long as there's a slot available. The Village shall allow only two (2) employees off per shift for either: Vacation, Kelly Day, Floating Kelly Day, or Compensatory Time purposes. Employees will be notified immediately of a conflicting date and be allowed to request an alternate date. It is agreed

that no Floating Kelly Days be scheduled on the recognized holidays listed in Article VIII.

The total hours of Floating Kelly time received by a probationary member will be calculated by multiplying .212 hours of Kelly time per scheduled shift day by the number of scheduled shifts the Probationary member will work from their first day on shift until the end of the contract~~fiscal~~ year (including scheduled shifts covered with benefit or trade time but excluding scheduled Kelly days). The Village will provide the Probationary member time off equal to their total hours of Floating Kelly time as calculated above by the end of the contract~~fiscal~~ year in which they were hired. The Village may elect to compensate the Probationary member by paying them overtime at a rate of one and one half (1 ½) times their hourly rate of pay for their Floating Kelly time as calculated above by the last payroll of the contract~~fiscal~~ year in which they were hired.

Section 5.04 Work Shifts Per Work Period

Employees shall generally be assigned to work seven and one-half (7-1/2) twenty-four (24) hour shifts per 24-day work period, amounting to a schedule of 180 hours per work period. To accomplish this end, the Village shall provide each employee regularly scheduled to work 24-hour shifts with every 16th shift off (without loss of pay).

~~Each employee receives an additional Kelly Day, thereby reducing the shifts to 7 in each 21-day work period.~~ He/she shall receive 12 hours off for every 24-day cycle scheduled back-to-back to equal one 24-hour shift off. This shall be accomplished by starting work cycles at 7:00 p.m. Each employee shall receive the last twelve (12) hours of the first work period and the first twelve (12) hours of the next work period off. Work

reduction days shall be scheduled in advance by the Chief or his/her designee, excluding Floating Kelly Day. Floating Kelly Day shall be scheduled as outlined in Section 5.03.

Section 5.05 Overtime Pay

Employees assigned to 24-hour shifts assigned overtime work shall receive an additional one and one-half (1 ½) the employee's regular straight-time equivalent hourly rate of pay based upon 2713 paid hours of work annually. Overtime shall consist of all hours worked outside of the employee's established work schedule. All overtime pay shall be received in fifteen (15) minute increments. For purposes of this Article, time worked shall not include any uncompensated periods or time which is compensated under the Additional Leaves of Absence articles of this Agreement. An employee's straight time hourly rate shall be calculated by dividing his/her annual salary as set forth on the salary schedule by 2,713 annual hours.

Section 5.06 Hold-Over Time

When an employee is requested by the Village to work additional time due to emergency calls or late personnel immediately after the regular work shift without interruptions, the employee will be guaranteed a minimum of one (1) hour paid at one and one-half (1-1/2) times the employee's basic hour rate after fifteen (15) minutes. The first fifteen (15) minutes will be at straight time. Any time in addition to the first hour will be paid in fifteen (15) minute increments. Hold over hours will not affect the regular overtime lists.

Section 5.07 Call Back

When an employee is "toned out" or called back for emergency work by the Village, the hours worked will be paid at one and one-half (1-1/2) times the employee's basic hourly rate, commencing when the call back or tone out occurs. A minimum of one (1) hour (at the 1-1/2x rate) will be paid for each request the employee reports for as long as the employee reports within thirty (30) minutes of the call back or tone out. If an employee does not respond within thirty (30) minutes of the call back or tone out, the employee will be paid for a minimum of thirty (30) minutes at the employee's basic straight-time hourly rate (to be calculated from the time the employee arrives). If the employee actually works more than thirty (30) minutes, the employee will be paid for one (1) hour at one and one-half (1-1/2) times the employee's basic straight-time hourly rate instead. Any time in addition to the first hour will be paid in fifteen (15) minute increments. Call back hours will not affect the regular overtime lists. If the "tone out" or call back is initiated forty-five (45) minutes or less before the beginning of the employee's shift, the employee shall not be entitled to overtime compensation unless the employee responds to that alarm or a subsequent alarm in fire department apparatus.

Section 5.08 Extra Work Distribution and Hire-Back

The Fire Chief or his designee(s) shall have the right to require unscheduled holdover or hire-back work and employees may not refuse such work assignments. Such required overtime shall be paid at time and one-half (1-1/2) for all such required overtime hours worked. In non-emergency situations where the Department needs to hire back, the Chief or his designee will use the current rotation system, however, employees who would be working in excess of forty-eight (48) continuous shift hours shall not be

eligible. Specific employees may be selected for specific non-shift assignments based on special skills, ability or experience. Employees shall not be eligible for manpower overtime until after completion of the first six (6) months of employment.

Section 5.09 Mandatory Overtime Procedure

When it becomes necessary to fill a vacancy for a full-time bargaining unit position and when a replacement cannot be obtained from the regular overtime rotation system, the following procedure will be used as the mandatory overtime program:

1. In the event of an immediate vacancy occurring at the beginning or during a shift, the mandatory list will be utilized. If the vacancy occurs at the beginning of a shift, and there is no access to the mandatory list, then the least senior qualified full-time personnel on the prior shift will be required to work and moved to the bottom of the mandatory list. The Shift Supervisor can attempt to fill the vacancy following the normal overtime procedure.
2. If the vacancy is scheduled or occurs at any other time, the regular mandatory overtime list will be used to fill the vacancy.
3. After an employee has been required to work a mandatory overtime shift, he/she will no longer be eligible to work a mandatory overtime shift until the mandatory overtime list has been exhausted.
4. All mandatory hours worked will not be charged to the overtime hour list.
5. No employee will be permitted or required to work more than 48 continuous hours.

It is expected that these procedures will be followed except in cases of emergency where time does not permit the exhaustion of these steps.

Section 5.10 Paramedic Recertification Training Time

The Village shall pay each employee covered by this Agreement time and one-half (1-1/2) for all hours worked in paramedic recertification training, up to a maximum of forty (40) hours per year, so long as such time is pre-approved by the Chief or his designee(s) and occurs outside the employee's regular work shift.

Section 5.11 Night Drills

If the Fire Chief or his designee decides to have employees participate in night drills, such drills shall be not scheduled more than eight (8) times per year, per shift. On the duty day when night drills are scheduled, employees shall be granted relief from the regular assigned station duties for the period of 1300 hours to 1630 hours and shall respond to emergency calls when such calls occur. Employees shall be expected to and shall engage in one or more of the following duties during such period as determined appropriate by the Chief or his designee: performing administrative duties related to the specialty areas of EMS Coordinator, SCBA, Public Education, Hazardous Materials, Technical Rescue and/or Training; studying and reviewing IFSTA manuals, Hydraulic/engineering books, engineering mathematics, street maps, reviewing and drafting preplans and engaging in physical fitness.

Night drills, including set up and clean up, will be between 1830 and 2200 hours. Night drills shall be designed so as to enhance the skills of departmental employees to perform duties, tasks, visual acuity or evolutions affected or required by darkness; and/or to enhance coordination and communication among and between full-time personnel; Night drills shall not be instituted for punitive or harassment purposes.

The Village shall pay all hours earned in excess of Seventy-two (72) hours into the employee's Section 115 Trust at the employee's regular straight-time hourly rate of pay at the end of each fiscal year.

Section 5.12 Compensatory Time

At the option of the employee, in lieu of overtime payment, overtime hours worked may be banked and used as compensatory time off and shall be earned at a rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked. Compensatory time banked may only accumulate to two hundred forty (240) hours. Any ~~amount over~~ two hundred forty (240) hours must be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

hours earned in excess of

delete

Compensatory time off shall be taken in two (2) hour increments with an initial minimum of six (6) hours, up to a maximum of twenty-four (24) hours, as long as there's a slot available. The Village shall allow only two (2) employees off per shift for either: Vacation, Kelly Day, Floating Kelly Day, or Compensatory Time purposes. Employees will be notified immediately of a conflicting date and be allowed to request an alternate date. It is agreed that no compensatory time off be scheduled on the recognized holidays listed in Article VIII.

At the termination of employment, unused compensatory time shall be bought back by the Village at the employee's regular straight-time hourly rate of pay for all hours accumulated but not used, to a maximum of two hundred forty (240) hours.

Section 5.13 No Pyramiding

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Article VI. GRIEVANCE

Section 6.01 Definition

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving discipline or an alleged violation or misapplication of an express provision of this Agreement.

Section 6.02 Procedure, Steps and Time Limits.

Step 1

The employee, with or without a Union representative (or the Union alone in the case of a Union grievance) shall take up the grievance or dispute in writing, preferably email, with the employee's immediate supervisor within six (6) business days from the date that the grievant became aware, or should reasonably have become aware of the occurrence giving rise to the complaint; if at that time the employee or Union Steward is unaware of the grievance, the employee or Union Steward shall take it up within six (6) business days of the date the Union or employee reasonably should have known of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the employee and the Union within six (6) business days. It is understood that the immediate supervisor has no authority to adjust any economic matters involving a grievance.

Step 2

If the grievance remains unadjusted in Step 1 and the employee, with or without a Union representative (or the Union alone in the case of a Union grievance) wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Fire Chief within six (6) business days after the receipt of the answer in Step 1. The written grievance shall be signed and shall set forth all relevant facts, the provision(s) of the Agreement allegedly violated, and the requested remedy.

The Fire Chief shall meet and discuss the grievance within ten (10) business days of receipt of the notice of appeal with the employee and authorized Union representative(s) at a time mutually agreeable to the parties. If no settlement is reached, the Fire Chief shall give his written answer to the Union within ten (10) business days following their meeting.

Step 3

If the grievance remains unadjusted in Step 2 and the employee with or without a Union representative (or the Union alone in the case of a Union grievance) wishes to appeal the grievance to Step 3 of the Grievance Procedure, it shall be referred in writing to the Village Manager within ten (10) business days after the receipt of the answer in Step 2. The written grievance shall be signed and shall set forth all relevant facts, the provision(s) of the Agreement allegedly violated, and the requested remedy.

The Village Manager shall meet and discuss the grievance within fifteen (15) business days of receipt of the notice of appeal with the employee and authorized Union representative(s) at a time mutually agreeable to the parties. If no settlement is reached, the Village Manager shall give his written answer to the Union within ten (10) business days following their meeting.

Step 4

If the grievance remains unresolved within fifteen (15) business days after the reply of the Village Manager is due, the Union (with or without the employee), or the Village may, by written notice to the other party, invoke arbitration.

Section 6.03 Arbitration

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Village and the Union within seven (7) business days after notice has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel who are members of the National Academy of Arbitrators and are residents of Illinois, Wisconsin and Indiana. Each party reserves the right to reject one list entirely. Both the Village and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall be first to strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice, and the remaining named person shall be the arbitrator. The

FMCS shall be notified by the parties of the name of the selected arbitrator who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

Section 6.04 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of federal and state administrative agencies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under federal and state law. Any decision or award of the arbitrator rendered within the limitations of this Section 6.04 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 6.05 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within six (6) business days after the occurrence of the event giving rise to the grievance or within six (6) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance.

Section 6.06 Time Off

The grievant and one Union representative, or two (2) Union representatives if a Union grievance, shall be given paid time off to participate in the Step 2 or Step 3 meetings if the meetings are conducted on working time. No other off duty time spent on grievance matters shall be considered time worked for compensation purposes.

Section 6.07 Expense of Arbitration

The fees and expenses of the arbitrator shall be borne equally by the Village and the Union. However, each party shall be responsible for the compensation of its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

Section 6.08 Discipline and Discharge

a. Discipline in the Village shall be progressive and corrective, designed to improve behavior and not merely to punish. Disciplinary actions instituted by the Chief shall be for reasons based upon the employee's failure to fulfill his responsibilities as an employee. Where the Village believes just cause exists to institute disciplinary action, the Chief shall have the option to assess the following penalties:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

b. The employee may file a written reply to any oral reprimand. If the Chief has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. The Village agrees that employees shall be disciplined and discharged only for just cause. A copy of all discipline notices shall be provided to the Union.

c. If the Chief decides to impose disciplinary action (excluding reprimands) against an employee, the employee may challenge such action through the grievance process starting at Step 2. Oral and written reprimands shall not be appealed beyond Step 3 of the Grievance Procedure.

d. Discipline shall be removed from an employee's file based on the following schedule:

• Oral reprimand	18 months
• Written reprimand	after 36 months it will not be used for progressive discipline and will be removed after 60 months.
• Suspension	Indefinitely
• Discharge	

Article VII. NO STRIKE

Section 7.01 No Strike

The Union, its officers, agents or employees, and any employees subject to this Agreement shall not instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, picketing or other concerted disruption of the operations of the Village regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 7.02 No Lockout

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 7.03 Penalty

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 7.01 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 7.04 Judicial Restraint

Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

Article VIII. HOLIDAYS

Section 8.01 Holidays for 24-Hour Personnel

In lieu of paid holidays eligible employees regularly working 24-hour work shifts shall annually receive one hundred and twenty (120) hours of straight-time pay on the first payroll period in December. Employees who work less than a full fiscal year shall receive holiday pay on a pro-rata basis, also on the first payroll period in December or at time of separation.

The following are designated holidays for employees assigned to 24-hour shifts:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Article IX. LAYOFF AND RECALL

Section 9.01 Layoff

The Village agrees that there will be no layoffs for the term of this contract.

Section 9.02 Recall

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Fire Chief of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Article X. VACATIONS

Section 10.01 Eligibility and Allowances for 24-Hour Shift Employees

All employees who regularly work 24-hour shifts shall be eligible for paid vacation time after the completion of one year of continuous full-time employment. Employees shall start to earn vacation allowance as of their date of hire, but cannot use vacation time until the year after it is earned. Vacation allowances shall be earned, based on the following schedule:

Upon Successful Completion of (full years of service)	No. of Shift Days
1 Year	5 Days
6 Years	6 Days
8 Years	8 Days
15 Years	10 Days
20 Years	12 Days

For purposes of this Article, the term "shift days" equals a regular 24-hour day.

Section 10.02 Vacation Pay

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 10.03 Scheduling Vacations

Beginning March 15, each shift will go through the seniority list once a day until all vacation requests have been scheduled for their respective shifts. The employee requesting a date or time frame will be granted and guaranteed the day(s) requested, in blocks of no more than two (2) weeks on each pick, if the day(s) are available. The Village shall allow only two (2) employees off per shift for either: Vacation, Kelly Day, Floating Kelly Day, or Compensatory Time purposes. Employees will be notified immediately of conflicting date(s) and allowed to request alternate date(s). It is agreed that no vacation days be scheduled on the recognized holidays listed in Article VIII.

Any request for vacation days not submitted in March can be used throughout the fiscal year as long as the request is submitted for approval to the Fire Chief or his designee seventy-two (72) hours in advance of the day requested off and there is a slot available. Vacation may be approved with less than seventy-two (72) hours notice at the sole discretion of Fire Chief or his designee.

Section 10.04 Accumulation

Vacation credit shall not be accumulated during any layoff period nor shall vacation credit be accumulated during any unpaid leave of absence.

Section 10.05 Village Emergency

In case of a civil emergency the Village Manager may cancel any or all approved vacation leaves (for the duration of the civil emergency) in advance of their being taken. If an employee's vacation is canceled, the employee shall be permitted to select any time slot during the twelve (12) months following the canceled dates regardless of the number of people off.

Section 10.06 Vacation Carry Over

Each employee is able to carry over up to two (2) vacation shifts each year. If the employee has vacation shifts remaining at the end of the fiscal year, they will automatically carry over. The employee must use them by the end of the fiscal year that they carried over to.

Article XI. SICK LEAVE

Section 11.01 Purpose

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or behalf of the employee or fellow employees for them to work while sick.

Section 11.02 Allowance

An employee may use personal sick leave benefits provided by the employer for absences due to illness, injury or medical appointments. This also applies for the employee's child, stepchild, spouse, domestic partner, sibling, parent, stepparent, mother-in-law, father-in-law, grandchild, or grandparent.

Employees on sick leave shall not engage in other reemployment, secondary employment, self-employment or participate in any sport, hobby, recreational or other activity which may impede recovery from, or which is inconsistent with the injury or illness.

~~Sick leave may be used for sickness or disability, or for caring for a seriously ill or injured individual living with the employee and who is in the employee's immediate family (defined as the employee's legal spouse, children, step-children, parents, parents of spouse, step-parents, brothers and/or sisters; and relatives living under the same roof as the employee).~~

~~Section 11.04~~Section 11.03 **Sick Days Earned**

Sick leave for 24-hour shift employees shall accrue on a monthly basis at the rate of one-half of a twenty-four (24) hour day every month of completed employment (six days per year maximum). Employees shall accrue but not use sick leave days during their first year of employment. The maximum number of unused sick leave days, which may be held in accrual, is eighty-five (85) twenty-four (24) hour days.

~~Section 11.05~~Section 11.04 **Notification**

Notification of absence due to sickness shall be given to the on-duty supervisor as soon as possible on the first day of such absence and every day thereafter (unless this

requirement is modified or waived by the Chief), but no later than one (1) hour before the start of the employee's work shift. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

~~Section 11.06~~Section 11.05 Medical Examination

Prior to an employee's returning to work after missing two (2) or more consecutive working days, the Village may require a written certification from a ~~physician~~ medical professional indicating the nature of the illness or injury and containing a statement that the employee has been examined and is physically able to return to work.

Anytime an employee utilizes sick leave the duty day before or the duty day after a scheduled day off, the employee shall provide a note from a [physician] medical professional indicating the nature of the injury or illness and the employee's ability to return to work.

~~Section 11.07~~Section 11.06 Abuse of Sick Leave

Abuse of sick leave is a serious matter, which may subject an employee to discipline up to, and including discharge. Where the Village has a bona fide reason to suspect sick leave abuse, it may require at the employee's expense that any absence be accompanied by a written certification of a licensed ~~physician~~ medical professional of the employee's choice.

~~Section 11.08~~Section 11.07 Sick Leave Utilization and Buyback

Sick leave shall be used in two (2) hour increments with a minimum of six (6) hours. At an employee's retirement from employment, in good standing, or upon being granted a line-of-duty or occupational disease disability pension from the Villa Park Firefighter's Pension Fund, unused sick leave shall be bought back by the Village at the rate of fifty percent (50%) of the employee's regular hourly rate of pay for all sick days accumulated, but not used to a maximum of ~~fifty-two (52)~~sixty (60) 24-hour days.

Article XII. TRANSFERS

Section 12.01 Shift Transfers

Employees shall be involuntarily changed between shifts no more than once every year except as outlined in Section 12.03. Any employee whose shift will be involuntarily changed shall be given thirty (30) days' notice and changes will occur on the first three shifts in March. When involuntary shift transfers occur, any employee who will be scheduled to work more hours than his/her previous shift would have worked in that week, he/she shall be compensated at overtime for those extra hours. Any employees who work back to back shifts due to an involuntary shift transfer, will be compensated with a twenty-four (24) hour duty day off that same week, or be paid overtime for the extra duty shift.

Section 12.02 Voluntary Transfers

Employees of equal rank and/or qualifications may request to change shifts once each fiscal year. When two (2) employees mutually agree to change work shifts, they shall submit their request to the Chief or his designee. A request for shift change shall not constitute an obligation upon the Village to approve it. Voluntary shift changes shall not obligate the Village to any additional cost.

Section 12.03 Emergency Transfers

When the need arises for an emergency transfer due to long-term illness, injury, extended leave as outlined in Section 13.01, the Village may transfer an employee to the vacancy. When an emergency transfer is contemplated, the Village shall attempt to find a qualified employee who will agree to change shifts. If no employee volunteers, the

Village can assign an employee. Employees who are moved for this purpose shall be compensated as outlined in Section 12.01 and any previously approved vacation time period will be granted even if there is another employee on an approved leave. If it becomes necessary for an emergency transfer to occur more than once in a year, the Village shall attempt to rotate who is moved. When the long-term illness, injury or extended leave as outlined in Section 13.01 has been resolved, the involuntarily transferred bargaining unit member shall be returned to his previous shift.

Section 12.04 (Non-Vacancy) Emergency Transfers

The Chief at his discretion and in the best interest of the department's operations may initiate emergency transfers to resolve unforeseen personnel conflicts or problems within the department. The transferred employee not directly involved in the unforeseen personnel conflict or problem will have his previously scheduled paid leave time guaranteed for the remainder of the fiscal year. Employees who are moved for this purpose shall be compensated as outlined in Section 12.01.

Article XIII. ADDITIONAL LEAVES OF ABSENCE

Section 13.01 Discretionary Leaves

The Village may grant an unpaid leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason. The Village shall set the terms and conditions of the leave. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. If an employee engages in employment elsewhere during such leave without written permission of the Village Manager, the employee shall have such

leave immediately terminated and the employee shall be subject to discipline up to and including discharge.

Section 13.02 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Village Manager and Fire Chief as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence, if granted, shall be furnished to the employee by the Village Manager in writing.

Section 13.03 Military Leave

Military leave shall be granted in accordance with applicable law.

Section 13.04 Jury Duty Leave

Employees covered by this Agreement who are required to serve on a jury on a day that they are scheduled to work shall sign their jury duty checks for that day over to the Village. The Village shall compensate such employees, at their regular rate of pay, for days spent on jury duty that the employee was scheduled to work. Each day an employee serving on jury duty shall be excused from work not less than two (2) hours before the start of jury duty and shall report for work not more than two (2) hours after being excused from jury duty.

Section 13.05 Funeral Leave

In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, parents, grandparents, parents of spouse, step-parents, brothers and sisters; and relatives living under the same roof as the employee), an employee shall receive off with pay the day of the death (if he/she is working) and up to twenty-four (24) hours if needed for matters in direct relation to the death of an immediate family member.

Additional time off up to a total of twenty-four (24) hours may be taken where needed to attend funerals of those persons defined above or tend to business relating thereto and shall be credited against sick leave.

An employee shall provide satisfactory evidence of eligibility for this benefit if reasonably requested by the Village.

Section 13.06 Leave for Illness or Injury

In the event an employee is unable to work by reason of an on-duty injury (including those compensable under Workers' Compensation), the Village shall grant a leave of absence to the extent required by law during which time the employee shall accrue seniority, as required by law. In the event that an employee is unable to work by reason of an off-duty injury or illness, the Village may grant a leave of absence after the employee exhausts all of his accrued sick leave as provided in Section 13.01, above.

Before returning to work, the employee shall furnish a medical report from his doctor to the effect that the employee can perform the duties of his position. The Village may require, at its expense, that the employee undergo additional medical examinations.

Section 13.07 Benefits While on Leave

Unless otherwise stated in this Article or otherwise required by law, length of service and any right or privilege for which length of service is a factor shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status.

Upon return the Village will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification.

If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

During the approved unpaid leave of absence or layoff under this Agreement, all fringe benefits will cease, except that the employee shall be entitled to coverage under applicable group health and life insurance plans to the extent provided by law, provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 13.08 Light Duty

The Village may require an employee who is on Workers' Compensation leave (as opposed to disability pension) to return to work in an available Fire Department light duty assignment that the employee is qualified to perform, provided the Village's physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six (6) months.

An employee who is on paid sick leave may request, but shall not be required, to return to an available light duty assignment that the employee is qualified to perform, provided the Village's physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is reasonable expectation that the employee will be able to assume full duties and responsibilities within six (6) months. The Village has no obligation to provide light duty assignments to employees.

The provisions of Article XIII, Section 13.10 (Fitness Examinations) shall be applicable if the employee disputes the determination of the Village's physician.

The employee shall choose the hours of work for a light duty assignment. The assignment shall be not more than nine (9) consecutive hours including an unpaid lunch period between 7:00 a.m. and 9:00 p.m., Monday through Friday, (unless the physician specifies a shorter work week). While assigned to light duty employees shall work recognized Village holidays as annually approved by the Village Board. While assigned

to light duty, an employee may use accrued benefit time on recognized Village holidays. Fair Labor Standards Act overtime provisions shall prevail.

If an employee returns to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six (6) months thereafter, the Village retains the right to place the employee on disability leave, Workers' Compensation leave, sick leave, or special unpaid leave, whichever is applicable.

Nothing herein shall be construed to require the Village to create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the Village determines that the need exists and only as long as such need exists.

Nothing in this Section shall affect the statutory rights of the employee or Pension Board in dealing with an employee on a disability pension.

Section 13.09 Maternity Leave

The Village and the Union must follow all State and Federal Laws in regard to Maternity leave.

Section 13.10 Fitness Examination

If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee be examined by a medical professional selected by the Village who is qualified and licensed in the appropriate specialty and/or subspecialty.

All such examinations/tests required by the Village shall be at the Village's expense: provided that any such examinations/tests shall be in addition to any requirement that an employee provide at his own expense a statement from his doctor upon returning from sick leave or disability leave.

Where the Village directs an employee to be examined, the employee shall have the option of being examined at his own expense by a medical professional of his own choosing who is qualified and licensed in the appropriate specialty and/or subspecialty. If there is a difference of opinion between the Village's medical professional and the employee's medical professional and the Village does not accept the opinion of the employee's medical professional, the employee shall be directed to obtain the opinion of a third medical professional of equivalent qualifications who shall be jointly selected by the Village's medical professional and the employee's medical professional. In such event, the decision of the third medical professional shall determine the employee's fitness for duty and such determination shall not be subject to the grievance and arbitration procedure specified in this Agreement.

If it is determined that an employee is not fit for duty based on the foregoing, the Village may place the employee on sick leave (or unpaid medical leave if the employee does not have any unused sick leave days) or take other appropriate action.

Nothing herein shall be construed to alter or have any effect on either the statutory rights or the statutory requirements concerning disability pensions.

Section 13.11 Emergency Time

After an employee completes his/her one-year probationary period they will be eligible to utilize up to twenty-four (24) hours of emergency time per fiscal year to count against their sick time. Notification for said day shall be consistent with Section 11.04 and shall be used in two (2) hour increments with a minimum of six (6) hours.

Article XIV. COMPENSATION

Section 14.01 Wage Schedule

Employees shall be compensated at a minimum in accordance with the wage schedules attached to this Agreement as Appendix B. These wage schedules reflect the following wage increase in straight-time rates of pay:

Effective May 1, 2021~~17~~	2.5% increase
Effective May 1, 2022~~18~~	2.5% increase

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~~On January 1, 2019, employees will receive an additional increase of .50% as a Health Insurance Adjustment.~~

Employees shall be paid for the above increase retroactively for all hours worked or paid ~~so long as the employee was employed as of the date of ratification of this agreement by both parties~~.

Section 14.02 Longevity

After seven (7) completed years of continuous full-time service to the Village, an employee shall be awarded an annual longevity payment of $650.00 in each fiscal year thereafter. This payment shall be made in two equal amounts of $325.00 within one (1) week preceding or one week after October 1 and April 1 of each year.

Section 14.03 Acting Rank Pay

In the event that an employee acts for at least eight (8) hours in a different rank, then the employee shall be paid his regular rate of pay for each day, plus one (1) hour of

straight pay for each day. Any time spent training for this work shall not be included for the purposes of this section.

Section 14.04 Tuition Reimbursement

The village may, upon request, decide to reimburse an employee's college tuition or a portion thereof; where the tuition involves course work directly related to work performed by the employee and which have a beneficial relationship to the performance of the employee's duties.

The intent of this section is not to provide reimbursement for entire college degree programs but only for those courses in a particular degree program that are determined to be work-related. The Village Manager will make the final decision as to whether a course is work-related and, therefore, subject to reimbursement.

Procedure:

1. No later than December 1 of each year, the employee must submit to the Chief or his designee a written plan for courses to be taken for the subsequent May 1 fiscal year. The plan should estimate costs for tuition only; no reimbursement will be made for books, supplies or transportation costs. The employee should also provide written justification on how the course is work-related as defined in the section above. The employee must disclose any scholarships that the employee will receive for this course work.
2. The Chief or his designee will then discuss the request with the Village Manager in the budgeting process. If the Village Manager determines that the course request is work-related and that the funds can be made available in the next fiscal year's budget, then the employee will be notified that he/she is

eligible for tuition reimbursement subject to Village Board approval of the budget for the next fiscal year.

3. In order to receive reimbursement, the employee must:
    a. Complete the course with a grade of "B" or better or pass if a pass/fail grade is used.
    b. Submit all grade reports and tuition statements to the Chief or his designee within 45 days after completion of the course.

Other Stipulations

- If an employee voluntarily leaves employment with the Village within one year after completion of a course for which reimbursement has been received from the Village, then the Village will require the reimbursement to be repaid by the employee.
- All tuition reimbursed by the Village will be granted after any scholarship funds received by the employee have been exhausted. In order to be considered for tuition reimbursement, the employee must have submitted an I-Chiefs Scholarship application for the course work.

Section 14.05 Pension Pick-Up Plan

The Village will make employees' pension contributions from pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

Section 14.06 Reimbursement of Expenses

If an employee leaves the employment of the Village for reasons other than a disability pension within the first five (5) years of beginning employment with the

Village, then the employee shall reimburse the Village for the full cost of any training (including training to obtain or maintain certification as a firefighter or paramedic), including tuition, books, lodging and travel expenses and the value of the employee's time, if the employee was compensated by the Village during such training. The employee's obligation to reimburse the Village will begin upon enrollment in the course or training program.

If an employee leaves the employment of the Village for reasons other than a disability pension within one (1) year of beginning employment with the Village, then the employee shall reimburse the Village for the full cost (100%) of his initial uniform issue.

The employee will be deemed to have agreed to such reimbursement and to have such reimbursement withheld from his or her final paycheck. If such withholding is insufficient to cover the full cost of reimbursement, then the Village may pursue further reimbursement by any lawful means. The Union shall not be liable for any costs associated with collecting the reimbursement from the employee. The employee shall reimburse the Village according to the following schedule:

Employment Termination Date	**Percentage of Training Reimbursement**
1st year of employment	100%
2nd year of employment	80%
3rd year of employment	60%
4th year of employment	40%
5th year of employment	20%

Article XV. UNIFORMS

Section 15.01 Uniform Allowance

In recognition that employees are required to wear and regularly clean and maintain uniforms, and maintain a professional appearance at all times, the Village shall pay to each employee covered by this Agreement an annual uniform allowance. The amount of uniform allowance shall be $500.00. Should there be any significant changes in the cost of uniforms required to be worn, that change will be reflected in the amount of uniform allowance. Payment for uniform allowance shall be made in the first pay period of May. The Village will designate where uniforms may be purchased and their suitability for continued use.

At the separation of employment or if the employee elects to retire during the fiscal year, their uniform allowance will be prorated accordingly by weeks worked. If the allowance has been paid to employees prior to separation, the employee shall reimburse the Village the appropriate amount either by cash payment or a deduction from their last payroll check.

Section 15.02 Dress Uniform

All employees shall be required to have one (1) dress uniform. New employees shall be required to have one (1) dress uniform within six (6) months of the completion of their probationary period. Notwithstanding the provisions of Section 15.01 of this Agreement, employees shall receive no additional uniform allowance toward the cost of the dress uniform.

Section 15.03 Structural Fire Fighting Gear

The Village shall provide each employee with protective clothing of good quality and condition meeting NFPA 1851. At a minimum, such protective clothing shall include; one (1) fire helmet and face shield/eye protection, one (1) SCBA face piece, one (1) pair bunker pants, one (1) pair bunker boots, one (1) turnout coat, two (2) pair gloves, two (2) protective hoods, and one (1) flashlight. All protective clothing shall be inspected regularly. Any employee who believes his protective clothing does not meet standards may submit the clothing for inspection at any time.

Section 15.04 Initial Uniform Issue

In lieu of an initial uniform allowance payment at the time of hire, the Village agrees to provide each employee with an initial uniform issue at no additional cost to the employee. An employee hired after November 1 will not be eligible to receive the annual uniform allowance for the next fiscal year. An initial uniform issue shall include; one (1) metal nameplate, four (4) soft nameplates, soft badges, department patches, and reverse American flags, two (2) short-sleeve shirts, two (2) long-sleeve shirts, two (2) pair pants, two (2) polo shirts, two (2) job shirts, six (6) t-shirts, one (1) belt, one (1) pair boots, and one (1) winter coat.

Article XVI. INSURANCE

Section 16.01 Coverage

The Village shall continue to make available to non-retired employees and their dependents similar group health and hospitalization insurance coverage and dental and vision benefits as existed prior to the signing of this Agreement. Further, the Village shall make available to employees who retire during the life of this Agreement, and who at the time of retirement were covered by Village insurance, individual and dependent coverage (if the dependent was covered when the employee retired) at group rates, with such premiums to be paid by the retired employee, for the life of this Agreement. The Village reserves the right to change insurance carriers or benefit levels or to self-insure, or to adopt a health maintenance organization(s) or preferred provider organization plan(s) for the provision of health care benefits, so long as the new coverage and benefits are similar to those which predated this Agreement.

Section 16.02 Cost

~~Currently, Village employees covered by this contract, pay fifteen percent (15%) and beginning May 1, 2019, e~~Employees covered by this contract will pay sixteen percent (16%) of the applicable monthly premium (single, employee plus one or family) for insurance coverage under the Village Preferred Provider Organization (PPO), indemnity plan or Health Maintenance Organization (HMO) plan.

Section 16.03 Life Insurance

The Village shall provide, at no cost to the employee, life insurance coverage in the amount of $20,000 per employee, and dependent life insurance coverage in the amount of $5,000 for the employee's spouse and $2,000 per dependent child up to age 19 or up to age 23 if a full-time student.

Section 16.04 Terms of Insurance Policies to Govern

The extent of coverage under the insurance plan documents (including HMO or PPO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated, shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, Village employee or beneficiary of any Village employee.

Section 16.05 National Health Insurance

Should some form of National Health Insurance be enacted which results in increased insurance costs to the Village, the Village may elect to reopen Article XVI only.

Section 16.06 Retiree Insurance

The Village and the Union have agreed that the Village shall provide to all bargaining unit members who were employed on or before May 1, 2010, a supplemental insurance payment of $125 per month under certain specific conditions stated below:

a. Each bargaining unit member employed on or before May 1, 2010, shall be entitled to receive a $125 per month supplemental payment upon his retirement, other than for disability, after attaining both age fifty (50) with at least twenty (20) years of creditable service as a full-time firefighter with the Villa Park Fire Department.

b. The $125 per month supplemental payment shall be paid until the earlier of the eligible employee's attainment of age 65 or death.

c. The $125 per month supplemental payment shall only be paid for each month that the eligible employee is receiving a pension from the Villa Park Fire Pension Fund for retirement, other than for disability.

d. If the eligible employee is a participant in the Illinois Personnel Benefits Cooperative (IPBC) or any medical successor plan that the Village offers its employees, the $125 per month supplemental payment shall be used to

offset the amount the eligible employee would otherwise be required to pay for IPBC or successor plan coverage.

e. If the eligible employee is not a participant in the IPBC or any successor medical plan that the Village offers its employees, the $125 supplemental payment shall be paid to the eligible employee in cash less withholding of applicable taxes.

f. This Section 16.06 shall terminate when all of the eligible employees employed on the date this Agreement is executed have terminated employment, died, or attained age 65, whichever is the last to occur.

Section 16.07 IRC Section 125 Plan

The Village will continue to offer an IRC Section 125 Plan whereby employees will be able to pay the employee premium contributions for Village-provided health, dental and vision insurance with pre-tax earnings. The Village will maintain the IRC Section 125 Plan in effect as long as it continues to be permitted under substantially similar regulations and conditions which were in effect on the effective date of this Agreement.

Section 16.08 Retiree Healthcare Funding Plan – IRC Section 115 Trust

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The employer agrees to establish and maintain a Retiree Healthcare Funding Plan, IRC Section 115 Trust. The employer shall not change plan providers without agreement from the Union. Employees shall be allowed to contribute compensation to the plan on a pre-tax basis by payroll deduction as outlined in the Memorandum of Agreement as to IRC Section 115 Trust Funding Plan (Funding Plan) between the employer and Union.

Upon separation in good standing for reasons other than termination, employees shall be allowed to deposit, on a pre-tax basis, benefit allowance balances outlined in this agreement into the plan as directed in the Funding Plan. The Union shall be allowed to make changes to the Funding Plan at intervals allowable by the plan provider. Other Village employees who are not members of this bargaining unit may participate in the plan so long as their participation does not alter any terms or conditions of this section or the Funding Plan.

~~Section 16.08~~Section 16.09 **Insurance Committee**

There shall be a health insurance committee comprised of an equal number of management and employee representatives from each of the employee groups. The committee may review proposed modifications to the health insurance plan benefits and make recommendations for change in order to reduce the increase in health insurance premiums. The committee may also make recommendations for changes in dental and vision benefits.

Article XVII. MISCELLANEOUS BENEFITS AND OBLIGATIONS

Section 17.01 Extraordinary Disease Exposure Inoculations

The Village shall provide, or in the event that it does not provide then it shall pay for, immunization or inoculation shots for diphtheria, pertussis, tetanus, measles, mumps, rubella and hepatitis B as often as medically required. The Village shall bear the reasonable cost of inoculation or immunization shots provided to an employee and his family when deemed by competent medical authority to be necessary as the result of the employee's significant exposure in the line of duty to dangerous contagious diseases (excludes exposure to common "household" diseases such as colds, the "flu", and the like).

Section 17.02 File Inspection

Each employee shall be permitted to inspect his personnel file within three (3) calendar days after written request is made to the Fire Chief and to the extent required by the "Access to Personnel Records Act", 820 ILCS 40/0.01 of the Illinois Revised Statutes.

Section 17.03 Disability Benefits

The Village shall pay the employee's regular, straight-time earnings for work-related illness or injury for twelve (12) months from the date of the original work-related illness or injury. The employee shall sign over TTD payments, which duplicate amounts already paid by the Village.

Section 17.04 Duty Trades

Duty trades shall be allowed at the discretion of the Fire Chief or his designee. Requests for such duty trades shall follow procedures as outlined in Appendix D. Duty trades are a privilege, which shall not interfere with the operation of the Fire Department or result in the payment of overtime. Duty trades shall not arbitrarily be denied.

Employees on the same shift shall be allowed to trade previously scheduled work reduction days regardless of rank.

Section 17.05 No Smoking

Employees hired after the effective date of this Agreement may be required to sign a pledge not to smoke or chew tobacco on or off duty as a condition of continued employment with the Village. Employees hired prior to the effective date of this Agreement shall, for the life of this Agreement, confine any smoking to areas currently designated by the Village.

Section 17.06 Wellness/Fitness Program

a) **Introduction** Employees shall participate in a mandatory physical fitness program through the Fire Department and Village's wellness programs managed through mutual agreement of both parties. Components of the program shall include: medical clearance from annual Village physical prior to participation; cardiovascular and/or strength training completed on-duty; equipment and facilities; exercise specialists and /or certified peer fitness trainers; fitness evaluations of aerobic capacity, flexibility, muscular strength and muscular endurance; fitness self-assessment; and exercise prescriptions.

b) **Funding** Cost sharing of training and/or CE for Peer Fitness Trainers shall be divided equally between Union and the Village. Equipment will be maintained and purchased by Foreign Fire Fund contributions.

c) **Injury/Fitness/Medical Rehabilitation** The Village shall provide a rehabilitation program that includes medical treatment, periodic reevaluation following return to work, and physical and occupational therapy as deemed necessary by the Village's workers compensation carrier.

d) **Wellness Committee** A committee comprised of a combination of one (1) certified Peer Fitness Trainer, one (1) Union and two (2) Village representatives, and the Village's Benefits Coordinator (acting in an advisory role), shall be formed to monitor progress and mitigate issues with participation in the Wellness/Fitness Program.

e) **Behavioral Health** Behavioral health programming shall be provided through internal and/or external sources available through health benefits provided by the village which may include the following: professional and coordinated assistance; nutrition; tobacco use cessation; Employee Assistance Program (EAP); substance abuse interventions; stress management; utilization of peer support; counseling services; and Chaplain services for spiritual needs.

f) **Data Collection** A confidential data collection system, which omits the identity of any individual, will be developed by the Wellness Committee and maintained by the Peer Fitness Trainers to collect long term information on the health and fitness of employees within the Fire Department that will quantify the medical and fitness history of personnel and qualify the impact of the Wellness-Fitness Program.

g) **Confidentiality of Medical Information** All medical information shall remain confidential and shall be maintained in separate locked files from all other personnel information. The Village shall only have access to information regarding fitness for duty, necessary work restrictions and appropriate accommodations.

h) **Physical Fitness** All employees shall take part in a comprehensive, integrated fitness plan based on individual needs and assessments provided by a qualified Peer Fitness Trainer, while on duty. All employees shall participate and show evidence of a good faith effort to meet the guidelines in their individual fitness prescription. For purposes of this Section, good faith effort shall be defined as participating in a minimum of thirty (30) minutes of physical fitness activity per shift.

Employees may utilize the Village's exercise facilities on a voluntary basis outside of their scheduled work hours, provided that the off-duty time spent on these activities shall not be considered hours worked under the Collective Bargaining Agreement or the Fair Labor Standards Act and shall not be covered by the Worker's Compensation Insurance.

Section 17.07 Village Sponsored 529 Plan

The Village will offer a 529 College Savings Plan so long as it is cost neutral to the Village whereby employees will be able to fund the account with pre-tax earnings, where applicable by law.

Article XVIII. STAFFING AND SUBCONTRACTING

Section 18.01 Introduction

The Village and Union mutually understand and agree that protecting the health, safety, and welfare of the firefighter/paramedics and the community is of primary concern to both parties. To promote this, concern a minimum number of qualified and trained firefighter/paramedics shall be maintained on duty at all times as set forth hereinafter.

The Village and Union agree to continue to work to improve the staffing levels of the Villa Park Fire Department while working within budget concerns. The staffing levels included in this agreement are to be considered a minimum staffing level for the department. Nothing contained in this agreement shall limit the Village from operating the department with a staffing level of bargaining unit members above this level and the bargaining unit members will support such a level.

Section 18.02 Staffing

The Village shall maintain a minimum of six (6) classified, full-time sworn bargaining unit members per shift.

Section 18.03 Subcontracting

The Village and Union mutually agree that in the event staffing drops below six (6) collective bargaining unit members per shift due to extended illness or injury leave of sixty (60) days or more, or catastrophic emergency, the Village and the Union shall establish and administrate a Short-Term Employment List maintained by the AFFI, also known as a "Silver Spanner Eligibility List." The Village may hire non-bargaining unit

members on a temporary basis from the established "Silver Spanner Eligibility List." Temporary non-bargaining unit members shall perform work currently consistent with the duties of the collective bargaining unit. The Village may only enforce this Section of the contract until a new eligibility list for regular appointment is established or for a period of six (6) months, whichever is less. The Village and Union agree that in the event that this Section of the contract is enforced Probationary personnel will be eligible to work overtime after six (6) months of service, or sooner with approval of the Chief or his designee.

Section 18.04 Silver Spanner Hiring

A Labor/Management Committee will be established to determine the guidelines and procedure for the Silver Spanner List hiring practices.

Section 18.05 Part-time Firefighter/Paramedic

The Village will be allowed to hire and utilize part-time firefighter/paramedics to fill one (1) additional part-time firefighter/paramedic slot per day (add to staffing, not replace). The Union's Executive Board shall designate a representative who may participate with management in the hiring process and recommend that each applicant for the part-time position be hired or not be hired. The primary role of the part-time firefighter/paramedics will be EMS and they will be assigned to the medic unit.

The Village may hire part-time paramedics to substitute for part-time firefighter / paramedics, but they must complete their OSFM firefighter certification within a year of their date of hire. The cost of their OSFM firefighter certification process will solely be the part-time employee's responsibility. If a part-time employee has not achieved their

Firefighter Certification from OSFM, they may be awarded an extension of time with the approval of the Fire Chief and concurrence of the Union President

Article XIX. LIEUTENANTS

Section 19.01 Benefit Time Restrictions

The Chief shall have the right to restrict the use of benefit time (i.e., vacation slots, advance Kelly day scheduling, comp days off) so that no more than one Lieutenant is scheduled off per shift. In addition, in the event of an extended absence due to illness, injury, or disability, use of such benefit time may also be denied during the period of such absence provided no pre-scheduled time off shall be cancelled and provided the length of the extended absence does not prevent Lieutenants from using their vacation time during the year.

Section 19.02 Shift Supervisors

The Lieutenants with most seniority in rank will be assigned as the Shift Supervisors. ~~These Lieutenants shall be paid his/her regular rate of pay each day plus one (1) hour of straight pay for each day from May 1, 2017, through April 30, 2018. Beginning May 1, 2018~~, Lieutenants assigned as Shift Supervisor shall be paid his/her regular rate of pay each day and shall receive a $2,500 stipend in the first pay period each May. ~~as follows: May 1, 2018 - $1,000; May 1, 2019 - $1,750; May 1, 2020 - $2,500~~. At the separation of employment or if the employee elects to retire during the fiscal year, their stipend will be prorated accordingly by weeks worked. If the stipend has been paid to employees prior to separation, the employee shall reimburse the Village the appropriate amount either by cash payment or a deduction from their last payroll check.

Article XX. DRUG AND ALCOHOL TESTING

The Village may require an employee to submit to a urine, blood or other appropriate test when there is a reasonable, individualized suspicion of improper drug or alcohol use. Upon request, the Village shall provide an employee who is ordered to submit to any such test with a written statement of the general basis for the Village's reasonable suspicion within seventy-two (72) hours of the request.

The Village shall use only laboratories, which are certified by the State of Illinois to perform drug and/or alcohol testing. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding, a GC/MS confirmatory test shall be conducted. An initial positive screening test result shall not be submitted to the Village; only GC/MS confirmatory test results will be reported to the Village. Upon request, the Village shall provide an employee with a copy of any test results, which the Village receives with respect to such employee along with such other information, as is required to assure the tests were properly conducted.

A portion of the test sample, if positive, shall be retained by the laboratory for six (6) months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense.

Use of proscribed drugs at any time while employed by the Village, abuse of prescribed drugs, as well as having alcohol (.020 percent or above) or proscribed drugs in the blood while on duty shall be cause for discipline, including termination. All issues relating to the drug and alcohol testing process (e.g., whether there is reasonable

suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) shall be submitted through the grievance procedure.

Nothing in this Article shall be construed to prevent an employee from asserting, or the Fire Chief from considering, that there should be treatment in lieu of discipline. Further, nothing in this Article shall prohibit an employee from requesting treatment one time, prior to an order to test, for a drug and alcohol problem and that no disciplinary action will be sought in such cases and no record of the treatment will be maintained in the personnel file after successful treatment.

Article XXI. IMPASSE RESOLUTION

Remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended.

Article XXII. BOARD OF FIRE AND POLICE COMMISSIONERS

The parties recognize that the Board of Fire and Police Commissioners of the Village of Villa Park has certain statutory authority over employees covered by this Agreement. Nothing in this Agreement is intended in any way to replace or diminish that authority except as modified by this Agreement.

Article XXIII. SECONDARY EMPLOYMENT

The parties agree that the Fire Chief will review the employee's secondary employment to determine if there is a conflict of interest and/or liability exposure between the secondary employment and the employee's position with the Villa Park Fire Department. Secondary employment, outside official work hours, may be permitted provided no conflict of interest or liability exposure to the Villa Park Fire Department exists.

The employee will need to complete Appendix E - *Approval of Secondary Employment* request. This form will need to be completed, whenever there are any changes in the nature and/or extent of the employee's secondary employment and by January 31st annually thereafter.

If the employee's secondary employment involves the use of his or her firefighter and/or paramedic professional skills, then the employee will need to complete Appendix F - *Secondary Employment Indemnity Agreement* for each of those secondary employers. This form will need to be completed whenever the employee's secondary employment changes which involves the use of his or her firefighter and/or paramedic professional skills.

Failure to provide accurate information regarding any secondary employment within the time frames listed above shall be considered unacceptable personal conduct and will result in progressive discipline.

Each disclosure will be reviewed to ensure that the secondary employment is compatible with the employee's position and does not impair the employee's ability to perform the job in an acceptable manner, create a conflict of interest or additional liability to the Villa Park Fire Department. The Fire Chief may withdraw approval for secondary employment if good reason for such withdrawal can be shown. Such denial or withdrawal of secondary employment shall not be made in an arbitrary or capricious manner.

Definitions

a) *Employment:* The provision of a service, whether or not in exchange for a fee or other service, including self-employment. Employment does not include charity work.

b) *Secondary Employment:* Any employment other than the employee's regular employment with the Villa Park Fire Department.

c) *Conflict of Interest:* Any secondary employment that is illegal, inconsistent, incompatible, or in opposition to the duties, functions, and/or responsibilities of employment with the Villa Park Fire Department.

d) *Employee:* Any employee or member of the Villa Park Fire Department.

Article XXIV. NON-DISCRIMINATION

Section 24.01 Equal Employment Opportunity

In accordance with applicable State or Federal law, both the Village and the Union agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, disability and Union activities or non-Union activities. Other than Union activities, any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 24.02 Union Activity

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Article XXV. UNION SOLICITATION OF CITIZENS AND RESIDENTS

While the Village acknowledges that the Union may conduct solicitation of Village merchants, residents or citizens, the Union agrees that none of its officers, agents or members will solicit any person or entity for contributions or donations on behalf of the Village of Villa Park.

The Union agrees that the Village's name or insignia, communications systems, supplies and materials will not be used for solicitation purposes and solicitation by bargaining unit employees may not be done on work time unless prior approval is obtained from the Fire Chief. Neither the Union nor its agents or representatives may use the words "Villa Park Fire Department" in its name or describe itself as Villa Park Fire Department Local No. 2392. The Union further agrees that any written or oral solicitation of Villa Park residents, citizens or merchants will include the words: "This solicitation is not made on behalf of, nor do receipts go directly to the benefit of the Fire Department."

The foregoing shall not be construed as a prohibition of otherwise lawful solicitation efforts by the Union directed to the general public, nor shall it limit the Village's right to make otherwise lawful and truthful comments concerning such solicitation.

Article XXVI. SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the Board, Agency or Court decision; and upon issuance of such a decision, the Village and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof, although the Village may temporarily institute a change, if mandated, pending the outcome of such negotiations.

Article XXVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no verbal statement shall supersede any of its provisions. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining as defined in the Illinois Public Labor Relations Act and rules of the Board issued pursuant thereto, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and this Agreement concludes collective bargaining between the parties for its term except for any impact bargaining which may be requested as provided by law. The parties agree that the Village may temporarily implement a change if mandated pending the outcome of any impact bargaining which might be properly requested by the Union.

Article XXVIII. PROMOTIONS

Section 28.01 General

Pursuant to Section 10(e) of the Illinois Fire Department Promotion Act ("IFDPA") (PA. 93-0411) and Section 15 of the Illinois Public Labor Relations Act, the parties specifically agree that, effective January 1, 2005, the process for promotion to the rank of Lieutenant for the term of the 2006 Labor Agreement shall be governed solely by the provisions of this Article and that such provisions shall supersede and be in lieu of the provisions of the Fire Department Promotion Act (IFDPA), and that the provisions of this Article shall also supersede the rules and regulations of the Villa Park Board of Fire and

Police Commissioners ("Board"), and the Municipal Code and the rules and regulations of the Board to the extent they conflict with the provisions of this Article. The Village and the Union expressly waive any rights either may respectively otherwise possess under these statutes and rules. The parties recognize that in accordance with §10(e) of the IFDPA, this Article contains provisions, which vary from the terms of the IFDPA and as such are permissive subjects of bargaining. The parties recognize that certain provisions relating to mandatory subjects were compromised by the Village in consideration for agreement on the part of the Union to include provisions that modify the provisions of the IFDPA or waive the applications of such provisions. The parties respectively acknowledge that either party may propose modifications of this Article in the successor agreement and that such proposals may impact upon the balance established under this Article. In such event, the concessions made by either party under the terms of this Article shall not prejudice either party's rights to withdraw or modify such terms in regard to the negotiation of the terms of a successor article. It is further understood that the terms of this Article shall continue in effect during the period of negotiation between the parties as to the terms of a successor contract. Provided, that if interest arbitration is invoked by either party and any part of this Article is in dispute, the terms and conditions of this Article which are variances from the terms of the IFDPA shall not be within the jurisdiction of the Arbitrator to determine, without the express consent of the Union or Village, whichever is applicable, and shall lapse upon the award of the Arbitrator.

Section 28.02 Applicability

The existing Lieutenant's promotion list shall continue to be valid until its expiration date.

Section 28.03 Vacancies

This Article applies to promotions to vacancies in the rank of Lieutenant. A vacancy in such position shall be deemed to occur on the date upon which the position is vacated and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period of up to three (3) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 28.04 Eligibility

All promotions shall be made from employees in the next lower rank. The following additional criteria shall apply:

a. Candidates shall have completed at least seven (7) years of full-time service with the Department. However, candidates that have at least completed six (6) years of full-time service with the Department shall be eligible to participate in the promotional process and be placed on the eligibility list and shall be eligible for promotion upon completion of seven (7) years of full-time service. Anniversaries of service which affect eligibility shall be considered to occur as of January 1 of the year in which the promotion examination is administered.

b. Candidates shall have completed the following required courses and be certified by OSFM as of the date of the administration of the written examination: Advanced Technician Firefighter and Instructor I (or current OSFM equivalent). The Department will pay for the course, but the employee must attend on his/her own time. Within one (1) year of promotion to Lieutenant, as a condition of continued employment in the rank of Lieutenant, the new Lieutenant must be certified as a Company Fire Officer or current OSFM equivalent. The Department will pay for the courses and, if such courses are scheduled during the Lieutenant's regular working hours, the Lieutenant will be released from work without loss of regular straight time pay for the time necessary to travel to and from and attend the class. Under no circumstance will overtime be paid to such Lieutenant. If the Lieutenant fails to receive the required provisional certification with one year of promotion to Lieutenant, he/she will be demoted to the rank previously held.

Section 28.05 Weight of Factors

All examinations shall be impartial and shall relate to those matters, which will test the candidate's ability to discharge the duties of the position to be filled. The assessment center component will include an exercise that tests knowledge of Department specific criteria, including but not necessarily limited to SOGs. The placement of candidates on promotional lists shall be based on the points achieved by each candidate on promotion examinations consisting of the following five (5) components, weighted as specified:

a.	Chief's Points	5%
b.	Ascertained Merit	10%
c.	Seniority	15%
d.	Assessment Center	30%
e.	Written examination	40%

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points.

Every examinee shall have the right to their score on each component of the exam upon its completion. Additionally, the scores shall be posted by the examinee's name after the completion of each component of the examination.

Candidates shall be ranked on the preliminary promotional list in rank order based on the highest to the lowest points scored on all of the components of the test.

Subject to the conditions of Section 28.04b above, all candidates shall be allowed to participate in all components of the testing process.

Section 28.06 Factors

The components for scoring shall consist of the following items in order as listed and described below.

1. Chief's Points
2. Assignment of Ascertained Merit
3. Assignment of Seniority Points
4. Assessment Center
5. Written Examination
6. Veteran's Points

a) Chief's Points

The Chief shall award points based upon job-related merit criteria uniformly applied to all applicants. Examples of such criteria include but are not limited to: participation in specialized teams, department committees or projects; service as a coordinator of a specialized team or services; service in public education or fire investigation; scores on relicensing examinations; scores on performance evaluations. Such criteria shall be disclosed to the applicants at least 90 days prior to the awarding of the points. If the candidate or Union requests, the Chief shall disclose information as to how the criteria was applied.

In order to qualify for *'Chief's Points'* consideration, copies of all job-related merit criteria outlined in this section or disclosed to the applicant in the timeframe stated above shall be hand delivered to the Fire Chief or his designee no later than the pre-determined cut-off date and time. All candidates will also be required to sign for their submission.

b) Ascertained Merit

Ascertained merit points shall be awarded for education, training and certification in subjects and skills related to the fire service as set forth below:

Degree or Certification	**Points Awarded**
College Degrees	
Associates Degree in Fire Science	3.0
Bachelor's Degree in Fire Science	6.0
Other Associates Degree	1.5
Other Bachelor's Degree	3.0
	(Maximum) 6.0
State Fire Marshal Certifications	**Points Awarded**
Firefighter III/ Advanced Technician Firefighter	0.5
Fire Apparatus Engineer	0.5
Fire Service Vehicle Operator	0.5
Roadway Extrication/Machinery Extrication/ VMO	0.5
Vehicle Machinery Technician	0.5
Fire Inspector I	0.5
Public Fire and Life Safety Educator I	0.5
Juvenile Firesetter Intervention Specialist	0.5
Incident Safety Officer	0.5
Health and Safety Officer	0.5
Fire Investigator	1.5

Fire Officer I	
Management/ Leadership I	0.5
Management/ Leadership II	0.5
Fire Prevention Principles I	0.5
Tactics & Strategy I	0.5
Instructor I	0.5
Fire Officer I Provisional or Company Fire Officer Course Completion	*(Maximum) 3.0*
Fire Officer I or Company Fire Officer Certification	*(Maximum) 4.0*
Fire Officer II	
Management/ Leadership III	0.5
Management/ Leadership IV	0.5
Tactics & Strategy II	0.5
Instructor II	0.5
Fire Officer II Provisional or Advanced Fire Officer Course Completion	*(Maximum) 3.0*
Fire Officer II or Advanced Fire Officer Certification	*(Maximum) 4.0*
Hazardous Materials Certifications	
Hazardous Materials Operations	0.5
Hazardous Materials Technician A	0.5
Hazardous Materials Technician B	0.5
Hazardous Materials Incident Command	0.5
	(Maximum) 2.0

Technical Rescue Certifications	
Trench Rescue Operations	0.5
Trench Rescue Technician	0.5
Rope Rescue Operations	0.5
Rope Rescue Technician	0.5
Structural Collapse Operations	0.5
Structural Collapse Technician	0.5
Confined Space Operations	0.5
Confined Space Technician	0.5
	(Maximum) 2.0
Water Rescue Certifications	
Water Operations	0.5
Ice Technician	0.5
Swift Water Technician	0.5
Boat Technician	0.5
Dive Technician	0.5
Ice Dive Technician	0.5
	(Maximum) 2.0
EMS Certifications	
ACLS Certification	0.5
BTLS/PHTLS Certification	0.5
PALS	0.5
Total Maximum Points Credited *(All Portions)*	**10.0**

All OSFM Certification or those from an Accredited Agency shall be current at the time points are awarded. It is understood that some OSFM certifications change name designations but are equivalent to current certifications and points will be awarded accordingly.

Such criteria shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given a reasonably equal opportunity by the Department to obtain available points.

In order to qualify for *'Ascertained Merit'* consideration, copies of all certifications shall be hand delivered to the Fire Chief or his designee no later than the pre-determined cut-off date and time. All candidates will also be required to sign for their submission.

c) Seniority

Candidates shall receive 0.555 points for each month of seniority for each of the first one-hundred eighty (180) months of service, up to a maximum of 100 points. Seniority is measured in whole numbers based on the applicant's full seniority in the month *'Ascertained Merit Points'* are due.

d) Written Examination

The written examination shall be administered in accordance with the procedures set forth below:

i) Written examinations shall either be graded at the examination site on the day of the examination immediately upon completion of the test or offsite thereafter by a bona fide testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the

examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

ii) Sample written examinations may be examined by the Board of Fire and Police Commissioners and members of the department, but no person in the department or the appointing authority (including the Chief, Board of Fire and Police Commissioners, and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Article and the IFDPA for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

iii) Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of three (3) years, whichever is less, for the rank of Lieutenant and shall make these materials available and accessible at each duty station.

iv) The Fire Department will make available the required reading list for the written promotional exam at least (90) days prior to the date of the written examination, 50 ILCS 742/35 Section 35(a). The examination shall consist

of matters related to the duties regularly performed by persons holding that rank within the department including the departments Standard Operating Procedures/Guidelines, Rules and Regulations, Policies and Procedures, Collective Bargaining Agreement and fire service text books (e.g. IFTSA Fire Service Company Officer, IFSTA Building Construction Related to the Fire Service, etc.). The Department shall outline the chapters or sections of all reading items that will be included as testable material.

e) Assessment Center

The Illinois Fire Chiefs Association shall conduct the assessment center. The Illinois Fire Chiefs Association (IFCA) shall use a panel of fire officers from other jurisdictions similar to Villa Park or fire officers with similar work experience to fire officers in Villa Park. To ensure this practice, the Village shall request a panel consisting of a number of names which shall be equal to at least one and one-half (1-1/2) the number of assessors required for the assessment process. The Union shall have the right to review the panel submitted and grieve the list if it does not comport with these criteria. The Union and the Fire Chief shall alternatively strike names from such list until the required number of assessors remains on the list. The order of striking shall be determined by a coin toss.

f) Preliminary Promotion List

Once the points for all components are awarded, a preliminary promotion list shall be posted, showing the names of each candidate and their overall composite score. In the event that a candidate scores less than seventy (70) percent after all components in aggregate for the process described above (a-e), that candidate shall be ineligible to be placed on the final list for promotion.

g) Veteran's Points

A candidate on the preliminary promotion list who is eligible for veteran's points under 65 ILCS §5/10-1.16 may file a written application within ten (10) days after the initial posting of the preliminary promotion list. If requested, the veteran's points shall be added to the candidate's total score on the preliminary promotion list. The Village shall then make adjustments to the rank order on the preliminary promotion list based on any veteran's points that have been awarded.

h) Final Promotion List

The final promotion list shall then be posted on the bulletin board at each fire station and Village Hall listing in rank order by name, from highest to lowest, the scores of all candidates.

Any candidate who wishes to withdraw from the promotional process at any point before the completion of all the components of the examination process shall do so by advising the Fire Chief in writing.

Section 28.07 Order of Selection.

Whenever a promotional rank is created or becomes vacant, as provided in Section 28.03 of this Article, due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest-ranking person is passed over, the appointing authority shall document its reason for its decision to select the next highest-ranking person on the list. Unless the reasons for passing over the highest-ranking person are not remedial, no person who is the highest-ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure in the 2003 Labor Agreement.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

Section 28.08 Duration.

A final promotion list shall be effective for a period of three (3) years from the date of its posting. The Village shall take all necessary steps to encourage the Board of Fire and Police Commissioners to maintain in effect a current eligibility list so that promotion vacancies are filled not later than ninety (90) days after the occurrence of the vacancy. If there is no final adjusted promotion list in effect for that position on the date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed ninety (90) days.

Section 28.09 Monitoring

The parties hereby waive the monitoring required by §25 of the IFDPA.

Section 28.10 Right to Review.

Pursuant to Article VI of this agreement, the Union or any affected employee who believes an error has been made with respect to the administration of any test component or any procedure provided under this Article, shall have a right to file a grievance of the matter, subject to the following conditions:

a. The grievance shall be limited to disputes relating to a claim that the Village failed to follow the requirements of this Article in administering the test. Only such objective grievances shall be allowed under the parties' grievance procedure, contained in Article VI;

b. The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.

c. In the event of grievance disputes arising under the terms of this Article, the parties adopt the definitions set forth in §5 of the IFDPA to facilitate resolution of any conflicts.

Section 28.11 Non-Waiver.

This Agreement shall not be construed as waiving §5, §10 or §65 of the IFDPA.

Article XXIX. RESIDENCY

Within one (1) year of completion of the one-year probationary period with the Village, an employee must establish residency within the State of Illinois. Failure to maintain residency shall be cause for discharge.

Article XXX. TERMINATION

This Agreement shall be effective as of May 1, 2021~~17~~ and shall remain in full force and effect until 11:59 p.m. on April 30, 2023~~1~~. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no more than one hundred and twenty (120) nor less than ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than eighty (80) days prior to the anniversary date.

Executed this _____ day of _____, 2018.

VILLAGE OF VILLA PARK	VILLA PARK PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL No. 2392, IAFF
_____	_____

APPENDIX A – Summary of Benefits from Plan Providers

Rates are subject to change at contract renewal time, which is JanuaryJuly 1, each year. Employees may have their co-payment adjusted on January 1 and May 1 and July 1. The Village of Villa Park uses the contract year (JanuaryJuly 1 to June 30December 31) as a basis for meeting deductible and out-of-pocket expenses as well as any "annual" benefits.

APPENDIX B – Wage Schedule

~~Both parties agree to transfer all top step Firefighter Paramedics hired on or before April 30, 2010 from F-5 status to the equivalent F-6 status and create one uniform wage schedule.~~

Firefighter Paramedic

Step	Current Wage	5-1-21 to 4-30-22 2.50%			5-1-22 to 12-31-23 2.50%		
		Annual	Hourly	Overtime	Annual	Hourly	Overtime
Starting	$60,218	$61,723	$22.7500	$34.1250	$63,266	$23.3188	$34.9782
F-1	$65,835	$67,481	$24.8723	$37.3085	$69,168	$25.4941	$38.2412
F-2	$73,471	$75,308	$27.7572	$41.6358	$77,191	$28.4513	$42.6770
F-3	$78,080	$80,032	$29.4984	$44.2476	$82,033	$30.2359	$45.3539
F-4	$82,692	$84,759	$31.2407	$46.8611	$86,878	$32.0217	$48.0326
F-5	$87,296	$89,478	$32.9800	$49.4700	$91,715	$33.8046	$50.7069
F-6	$91,903	$94,201	$34.7208	$52.0812	$96,556	$35.5889	$53.3834

Lieutenant

Current Wage	5-1-21 to 4-30-22 2.50%			5-1-22 to 12-31-23 2.50%		
	Annual	Hourly	Overtime	Annual	Hourly	Overtime
$102,247	$104,803	$38.6286	$57.9429	$107,423	$39.5942	$59.3913

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APPENDIX C – Procedure for Union Leave

1. All requests for union leave must be made in writing to the Fire Chief or his designee and signed by a Union officer.
2. A substitute must be able to perform the duties of the person whom he is replacing, e.g., officers shall trade with officers, paramedics with paramedics, etc.
3. The substitute assumes the responsibility of being present and on time for the designated day. If not present, the substitute will be charged with the sick day, not the employee he is replacing.
4. Substitute time requests must be signed by both parties involved.
5. No employee may work longer than 48 consecutive hours.
6. New employees with less than 6 months service will not be allowed to substitute or be asked to substitute time.
7. Requests for one day off or less must be submitted at least 24 hours in advance. Requests for two or more consecutive days off must be submitted at least seventy-two (72) hours in advance. The Fire Chief or his designee must be notified at least 24 hours in advance to cancel a scheduled day off.
8. Only one trade or substitution/individual/per shift is allowed and is to involve only the two (2) persons on the request, i.e., A works for B.
9. If a firefighter working a double shift because of a substitute day needs to change stations, there will be no overtime paid to a person for standing in while said firefighter changes stations.
10. There shall be no FLSA or contract overtime paid as a result of the substitution.

APPENDIX D - Trade Time

1. All requests for trade time must be made in writing to the Fire Chief or his designee.
2. A replacement must be able to perform the duties of the person whom he is replacing. Officers shall trade with officers, paramedics with paramedics, etc.
3. The replacement employee assumes the responsibility of being present and on time for the designated day. If not present, the replacement will be charged with the sick day, not the employee he is replacing.
4. Trade time requests must be signed by both parties involved and specify the specific dates and times involved in the trade (no TBA's) (Trades may be modified with the same notice as is required for an original trade).
5. Trade time less than twelve (12) hours MUST be repaid by 14 days from date of trade time.
6. No employee may work longer than 48 consecutive hours.
7. New employees with less than 6 months service will not be allowed to trade or be asked to trade time.
8. Request for one day off or less must be submitted at least 24 hours in advance. Requests for two or more consecutive days off must be submitted at least seven (7) days in advance. The Fire Chief or his designee must be notified at least 24 hours in advance to cancel a scheduled day off.
9. Only one trade/individual/per shift is allowed and is to involve only the two (2) persons on the request, i.e., A works for B, B repays A.
10. The trade must be repaid by working that day. Vacation, personal leave, or Kelly days will not be allowed in lieu of working.
11. If a firefighter working a double shift because of a trade day needs to change stations, there will be no overtime paid to a person for standing in while said firefighter changes stations.

APPENDIX E – Approval of Secondary Employment

VILLA PARK FIRE DEPARTMENT

APPROVAL OF SECONDARY EMPLOYMENT

Name: _____ Date: _____

___ New / Change ___ Annual / No Change ___ No Longer Employed

(If this is the Annual / No Change disclosure, just fill out name, date, and sign/date the second page)

Name of Secondary Employer:
_____ Position: _____

Address of Secondary Employer:

_____

_____

Employer's Phone: _____

Immediate Supervisor: _____

Secondary Work Schedule:

_____
(i.e. Hours per week, Shift)

Detailed Job Description: *(Attach if needed)*

_____

_____

Name of Insurance Company Providing Workers' Compensation Coverage:

_____

SELF-EMPLOYED or OWN INTEREST IN THE COMPANY? ___ Yes ___ No

Describe the nature of the business and your duties/role:

_____

_____

EMPLOYEE CERTIFICATION:

I understand:

- The policy governing secondary employment. My secondary employment will not have any impact on and will not create any possibility of conflict with my primary employment.

- Failure to provide accurate information regarding any secondary employment within the time frames listed above shall be considered unacceptable personal conduct and will result in progressive discipline.

- That secondary employment information is public and may be disclosed to third parties.

I certify that the above information is correct.

_____ _____

Employee Signature Date

APPROVAL SIGNATURE:

Approved: ____ YES ____ NO

Basis for Denial (if applicable):

_____

_____

_____

_____ _____

Fire Chief Signature Date

APPENDIX F – Secondary Employment Indemnity Agreement

VILLA PARK FIRE DEPARTMENT

SECONDARY EMPLOYMENT INDEMNITY AGREEMENT

Agreement made _____, 20____, between _____, of_____, County of _____, State of Illinois, herein referred to as, "Secondary Employer," and _____, of _____, Illinois, herein referred to as "Employee."

In consideration for Village of Villa Park Fire Department to allow Employee of the Village of Villa Park to be employed in any capacity for Secondary Employer, it is hereby agreed:

Section One

Secondary Employer and Employee undertake to indemnify defend and hold harmless against any and all claims, suits, actions, damages, cost, charges and expenses, including court costs and attorney's fees and against all liability, losses and damages of any nature whatever, that Village of Villa Park shall or may at any time be put to by reason of secondary employment of Employee. However, nothing in this Agreement shall be deemed to be a waiver of or indemnification over either the Secondary Employer's, Employee's, or the Village of Villa Park's legal obligations under the Illinois Workers' Compensation Act or the Occupational Diseases Act.

Section Two

Secondary Employer and Employee agree to defend Village of Villa Park against any claims brought or actions filed, against Secondary Employer or Employee with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully brought or filed. In case a claim shall be brought, or any action be filed with respect to the subject indemnity herein, Secondary Employer and Employee agree that Village of Villa Park may, with Secondary Employer or Employee's insurance company's approval, employ attorneys of its own selection to appear and defend the claim or action on behalf of Village of Villa Park, at the expense of Secondary Employer or Employee or Secondary Employer or Employee's insurance company.

Section Three

Village of Villa Park agrees to notify Secondary Employer or Employee in writing, within 30 days, by registered mail, at Secondary Employer or Employee's address as stated in this agreement, of any claim made against Village of Villa Park on the obligations indemnified against. Notification shall be effective on the date of mailing.

Section Four

Secondary Employer or Employee agrees to reimburse Village of Villa Park for any necessary expenses, attorney's fees, or costs incurred in the enforcement of any part of this indemnity agreement.

Section Five

Secondary Employer or Employee agrees to defend, indemnify and hold harmless the Village of Villa Park for any injury, damage, liability of any nature to the Secondary Employer, any person or entity, whatsoever, in event Employee is called out by the Village of Villa Park in case of an emergency and required to leave their secondary employment.

Section Six

There shall be no modification or change in the terms of this agreement without the written approval of Village of Villa Park. Cancellation of this agreement may only occur when Secondary Employer no longer employs Employee, and only written acceptance thereof by Village of Villa Park. Cancellation shall not relieve Secondary Employer or Employee from liability for claims, regardless of when made, resulting from occurrences, which took place during the period of this agreement.

In witness whereof, the parties have executed this agreement on _____, 20___.

_____

Secondary Employer Department Head

_____

Villa Park Fire Chief

_____

Employee