

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

Next Ordinance No.: 4150
Next Resolution No.: 20-30

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

Village Board of Trustees

May 11, 2020

7:00 PM

Village President Albert Bulhuis
Village Clerk Hosanna Korynecky
Village Trustees:

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

1. Call to Order - Roll Call

2. Pledge of Allegiance

3. Public Comments on Agenda Items

The Village appreciates the public's patience and cooperation during these very trying times as communities across the globe attempt to reduce the spread of COVID-19 (Coronavirus). Social distancing has been recommended to mitigate the spread of COVID-19. The Village remains committed to a transparent and open government. Participation in this meeting is encouraged in any of the following ways:

- 1 - Email your questions to Village Manager Keehner in advance of the meeting at rkeehnerjr@invillapark.com. Manager Keehner will read the comments into the public record at the appropriate time. Please make sure to include "Read into Public Record" in the subject line of your message.
- 2 - Watch the meeting live on YouTube by following the Village of Villa Park, or on the Government Access Channel (Comcast Channel 6, and AT&T Channel 99)
- 3 - If members of the public are interested in attending in person, and are symptom free, social distancing will be utilized to mitigate the community spread of disease. However, per Governor Pritzker's Executive Order No. 10, all gatherings of more than 10 people are prohibited. Therefore, attendance will be monitored at the door. Those attending in person will be required to adorn a proper face covering.

4. Amendments to the Agenda

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.

5. Presentations

- 5.a.** Commissioner Appreciation: Robin Whitehurst

6. Consent Agenda

- 6.a.** Minutes from the Board Meeting Held on April 27, 2020
[Minutes Apr 27, 2020](#)
- 6.b.** Bill Listing for the Weeks of April 27 and May 5, 2020 in the Total Amount of \$712,037.32
[2020-0504 CY20 Weekly Check Report](#)
[2020-0427 CY20 Weekly Check Report](#)

7. First Reading on Ordinances to be Codified

- 7.a.** First Reading of an Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending the Village of Villa Park's Municipal Code as it Relates to Parking Restrictions

With the creation of a new Village-owned parking lot at 110 S. Villa Avenue, and monitoring parking trends at existing parking lots on Park Boulevard and in other nearby areas, amendments to Village Code are recommended. Such changes include the imposition of overnight parking restrictions, relocation of certain handicapped zones, and the deletion and addition of certain no parking zones. It is also recommended that parking zones be established in order to allow for a vehicle to park in only one space within that zone for the time allotted during one twenty-four (24) hour period.

[MEMO - Villa Business District Parking Changes](#)

[ORD - Villa Business Parking Amendments](#)

[EXISTING 2020 CONDITIONS: S. Villa Parking](#)

[PROPOSED 2020 CONDITIONS: S. Villa Parking](#)

8. Second Reading on Ordinances to be Codified

- 8.a.** Second and Final Reading of an Ordinance Amending Appendix C of the Village Code of the Village of Villa Park, DuPage County, Illinois by Deleting Section 6.4.7.A.3 and Making a Separate Use for Currency Exchanges Under New Section 6.4.7.C

A petitioner is seeking to move his Currency Exchange business into Villa Park, but not into an industrial district as is required by Village Code. The proposed code amendment considers currency exchanges as separate uses, rather than being associated with uses such as pawn shops, title loan offices, payday loan offices, and cash for gold locations. At its regular meeting on April 9, 2020, following a public hearing in which one person spoke in support of the request, the Zoning & Planning

Commission voted unanimously to recommended a text amendment making Currency Exchanges a permitted use in the C-3 Service Business District only.

[MEMO - Currency Exchange Zoning 4.2020](#)

[ZP 4.9.20 Unapproved Minutes](#)

[ORD - Text Amendment - Currency Exchange Zoning](#)

- 8.b.** Second and Final Reading of an Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Chapter 2, Section 2-406 of the Municipal Code Related to First Reading of Ordinances

Village Code currently dictates that anytime a modification to code is recommended, such action must be taken in two separate readings by the Village Board during a public meeting. The proposed ordinance modification allows some flexibility in the passage of ordinances for codification, allowing the Board to waive the requirement of a second reading if a majority votes in favor of such action. This may be helpful with general housekeeping items, for example, the occasion in which Village Code must be modified in accordance with State Code.

[ORD - Option to Waive Second Reading](#)

9. Ordinances

- 9.a.** 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 emergencies. 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 4145, approved by the Village Board on April 27, 2020, until such time that the Village Board can reconvene in an open meeting.

[ORD - Exec Powers - COVID-19](#)

- 9.b.** Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a First Amendment to the Redevelopment Agreement by and between the Village of Villa Park and Kenilworth Townhomes, LLC

On March 25, 2019, the Village Board approved a redevelopment agreement with Kenilworth Townhomes LLC for the development of the property on Kenilworth Avenue just west of Cortesi Veterans Memorial Park. The Developer has requested

the \$50,000 incentive payment for the completion of the first two townhomes with certificates of occupancy. The Village is unable to fulfill this request as the Redevelopment Agreement has specific dates that have not been met. Staff recommends amending certain dates within the Redevelopment Agreement so that they are more realistic, which would provide the Developer encouragement to keep moving this important development forward in a timely manner.

[MEMO - Kenilworth RDA First Amendment](#)

[Certificate of Occupancy 126](#)

[Certificate of Occupancy 130](#)

[First Amendment Kenilworth RDA 5.2020](#)

[ORD - First Amendment Kenilworth Townhomes RDA](#)

[4075 ORD - Kenilworth Townhomes Redevelopment Agreement 3.2019](#)

10. Resolutions

- 10.a.** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Execution of a Settlement Agreement in Ferrill v. Village of Villa Park, 19-CV-6809

The Village has been named in a class action lawsuit related to the common parking enforcement practice of chalking tires to determine how long a vehicle has been parked. This lawsuit is a direct result of chalking tires in the South Villa Avenue Business District, and alleges that the practice constitutes an unreasonable search of personal property. Part of this class action lawsuit is insurable through our insurance carrier, IRMA. Our legal counsel, provided by IRMA, recommends that the Village settle the lawsuit, and has been working with opposing legal counsel to finalize the process. On Monday, May 4, 2020, the Court issued preliminary approval of the terms of the agreement. Village Board approval of the preliminary agreement is necessary in order to begin the settlement process.

[MEMO - Class Action Settlement](#)

[RESO - Settlement Agreement Approval](#)

[Exhibit 1 - Class Action Settlement Agreement](#)

- 10.b.** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Edwin Hancock Engineering Co. of Westchester, Illinois, for Phase III Construction Engineering of the Yale Avenue Improvement Project (Plymouth to Ridge) in an Amount Not to Exceed \$99,948

The Village advertised for bids for the Yale Avenue Improvement Project (Plymouth to Ridge) on April 20, 2020. The scope of work includes roadway reconstruction, water main installation, adjustment of drainage structures, sidewalk removal and replacement, parkway restoration, and other related and incidental work efforts. This resolution will approve a contract with Edwin Hancock Engineering Co. for Phase III construction engineering of the project. Funding for the construction engineering work is budgeted in the Street Improvement Fund (Referendum), Water Supply Fund, and Wastewater Fund (Capital).

[MEMO - Yale Avenue Project Phase III Construction Engineering](#)

[Yale Avenue Project Phase III Construction Engineering Proposal](#)

- 10.c.** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Purchase of a Mobile License Plate Recognition System through Vigilant Solutions, LLC in the Amount of \$20,605

The Police Department consistently reviews enforcement procedures for parking restrictions throughout the community. Current procedures in heavily trafficked areas such as the Metra parking lots and the S. Villa Avenue Business District have proven inefficient or ineffective, causing personnel to explore alternative methods of enforcement. A Mobile License Plate Recognition (LPR) system will allow for cameras to virtually monitor vehicles that are parked in time restricted locations and, in the case of the Metra parking lots, check license plates for proof of payment. It is recommended that a Mobile License Plate Recognition (LPR) system be purchased from Vigilant Solutions in the amount of \$20,605. Funding for the purchase will be taken from Capital Outlay account number 10.520.09.401.

[Vigilant LPR Quote](#)

[IL_Off Street 90 Degree Parking](#)

[IL_Off-Street Angled Parking](#)

[IL_On-Street Parallel Parking](#)

[RESO - Parking LPR](#)

[MEMO - Parking LPR](#)

11. Public Comments on Non-Agenda Items

The Village appreciates the public's patience and cooperation during these very trying times as communities across the globe attempt to reduce the spread of COVID-19 (Coronavirus). Social distancing has been recommended to mitigate the spread of COVID-19. The Village remains committed to a transparent and open government. Participation in this meeting is encouraged in any of the following ways:

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12. Village Clerk's Report

13. Village Trustees' Report

14. Village President's Report

15. Village Manager's Report

16. Adjournment

Next Meeting is May 18, 2020

Village Board of Trustees Agenda Item Report

Meeting Date: May 11, 2020

Submitted by: Kelly Kuechle

Submitting Department: Village Board

Item Type: Report/Presentation

Agenda Section:

Subject:

Commissioner Appreciation: Robin Whitehurst

Suggested Action:

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: May 11, 2020

Submitted by: Hosanna Korynecky

Submitting Department: Village Board

Item Type: Minutes

Agenda Section:

Subject:

Minutes from the Board Meeting Held on April 27, 2020

Suggested Action:

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[Minutes Apr 27, 2020](#)

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

Village Board of Trustees Minutes

April 27, 2020

7:00 PM

Village President Albert Bulthuis
Village Clerk Hosanna Korynecky
Village Trustees:

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

MINUTES OF THE FORMAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON APRIL 27, 2020

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

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

Trustees Murphy, Patrick and Tucker attended the meeting via phone.

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.

The Village appreciates the public's patience and cooperation during these very trying times as communities across the globe attempt to reduce the spread of COVID-19 (Coronavirus). Social distancing has been recommended to mitigate the spread of COVID-19. The Village remains committed to a transparent and open government. Participation in this meeting is encouraged in any of the following ways:

1 – Email your questions to Village Manager Keehner in advance of the meeting at keehnerjr@invillapark.com. Manager Keehner will read the comments into the public record at the appropriate time. Please make sure to include "Read into Public Record" in the subject line of your message.

2 – Watch the meeting live on YouTube by following the Village of Villa Park or on the Government Access Channel (Comcast Channel 6 and AT&T Channel 99).

3 – If members of the public are interested in attending in person and are symptom free, social distancing will be utilized to mitigate the community spread of disease. However, per Governor Pritzker's Executive Order No. 10, all gatherings of more than 10 people are prohibited. Therefore, attendance will be monitored at the door.

Resident Tracy Gabriel referred to Item 8.b. and questioned limiting the timeline for public comments. President Bulthuis explained about general housekeeping items and Attorney Orr provided additional clarification.

Resident Steve de LaRosa referred to Item 10.b. and questioned the end date. President Bulthuis explained that the temporary executive powers continue until the next open meeting convened by the Village Board.

4. Amendments to the Agenda.

5. Appointments to Boards and Commissions.

5.a. Community Pride Commission

Jeanne Nicholson	(R)	5/1/2020 – 4/30/2023
Leslie Allison-Seei	(R)	5/1/2020 – 4/30/2023

5.b. Economic Development Commission

Ghada Abdelhafez-Fahmy	(R)	5/1/2020 – 4/30/2023
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5.c. Environmental Concerns Commission

Sandy Hill	(R)	5/1/2020 – 4/30/2023
Ellen Jurkonis	(R)	5/1/2020 – 4/30/2023
Justin Shlensky	(R)	5/1/2020 – 4/30/2023

5.d. Fire and Police Commission

Glenn Nystrom	(R)	5/1/2020 – 4/30/2023
Rae Rupp Srch	(R)	5/1/2020 – 4/30/2023

5.e. Parks and Recreation Advisory Commission

Sarah Collentine	(R)	5/1/2020 – 4/30/2023
Michael Storino	(R)	5/1/2020 – 4/30/2023
Donna Noxon	(R)	5/1/2020 – 4/30/2023

5.f. Senior Concerns Commission

Ruby Burns	(R)	5/1/2020 – 4/30/2023
Nadia Hajduk	(R)	5/1/2020 – 4/30/2023
Irene Kaylor	(R)	5/1/2020 – 4/30/2023

5.g. Sugar Creek Golf Course Administrative Board

Joseph Colmone	(R)	5/1/2020 – 4/30/2022
Gary Schiefer	(R)	5/1/2020 – 4/30/2022

5.h. Traffic and Safety Commission

Edward McMurray	(R)	5/1/2020 – 4/30/2023
Kevin Meeker	(R)	5/1/2020 – 4/30/2023
Robert Allan	(R)	5/1/2020 – 4/30/2023

5.i. Zoning and Planning Commission

Jack Lanenga	(R)	5/1/2020 – 4/30/2023
Dominick Romano	(R)	5/1/2020 – 4/30/2023
Justin Shlensky	(R)	5/1/2020 – 4/30/2023

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

6. Presentations.

Retirement Recognition: Richard Leesley.

President Bulthuis presented a plaque recognizing Richard Leesley on his retirement from the Public Works Department after 40 years of employment.

7. Consent Agenda.

7.a. Minutes from the Special Board Meeting Held on March 23, 2020.

7.b. Minutes from the Board Meeting Held on April 13, 2020.

7.c. Bill Listing for the Weeds of April 13 and April 20, 2020 in the Total Amount of \$837,400.36.

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

8. First Reading on Ordinances to be Codified.

8.a. First Reading of an Ordinance Amending Appendix C of the Village Code of the Village of Villa Park, DuPage County, Illinois, by Deleting Section 6.4.7.A.3 and Making a Separate Use for Currency Exchanges under New Section 6.4.7.C.

A petitioner is seeking to move his Currency Exchange business into Villa Park but not into an industrial district as is required by Village Code. The proposed code amendment considers currency exchanges as separate uses, rather than being associated with uses such as pawn shops, title loan offices, payday loan offices and cash for gold locations. At its regular meeting on April 9, 2020, following a public hearing in which one person spoke in support of the request, the Planning & Zoning Commission voted unanimously to recommend a text amendment making Currency Exchanges a permitted use in the C-3 Service Business District only.

For discussion only. Item moved to the formal.

8.b. First Reading of an Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Chapter 2, Section 2-406 of the Municipal Code Related to First Reading of Ordinances.

Village Code currently dictates that anytime a modification to code is recommended, such action must be taken in two separate readings by the Village Board during a public meeting. The proposed ordinance modification allows some flexibility in the passage of ordinances for codification, allowing the Board to waive the requirement of a second reading if a majority votes in favor of such action. This may be helpful with general housekeeping items, for example, the occasion in which Village Code must be modified in accordance with State Code.

For discussion only. Attorney Orr provided additional clarification. Item moved to the formal.

9. Second Reading on Ordinances to be Codified.

Second and Final Reading of an Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Appendix D of the Village of Villa Park Municipal Code.

An amendment to Section 2 of Appendix D of the Village of Villa Park Municipal Code is necessary to remain consistent with the updated Bulletin 70 rainfall data adopted by the Illinois Department of Natural Resources on January 1, 2020. Additionally, the Federal Emergency Management Agency (FEMA) requires communities that participate in the National Flood Insurance Program to maintain records of improvements to all properties located in Special Flood Hazard Areas (floodplain or floodway). The proposed amendment will incorporate each of these record keeping requirements into Appendix D.

Motion to approve the ordinance 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 Murphy, Cuzzone, Tucker, Patrick, Wagner, Cilella and President Bulthuis. There were no nays. Motion carried.

10. Ordinances.

10.a. Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving the Rezoning to the C-3 Service Business District and Granting a Special Use for a Cannabis Dispensing Facility for Property Located at 133 West Roosevelt Road.

The owner of the property at 133 W. Roosevelt Road is seeking rezoning of the property from the C-2 Neighborhood Business District to the C-3 Service Business District and a special use to allow for a cannabis dispensing facility. The rezoning to C-3 is in line with most of the existing zoning on Roosevelt Road. A public hearing was held on April 9, 2020, at which time no one spoke. The Planning & Zoning Commission unanimously recommended approval to rezone the property and grant a special use for a cannabis dispensing facility.

Motion to approve the ordinance was made by Trustee Wagner and seconded by Trustee Cuzzone. Trustee Tucker asked for clarification. Andrew Bayly, Market Director for Columbia Care, provided the clarification. Trustee Murphy asked about social distancing. Andrew Bayly said social distancing is included in their floor plan. Trustee Patrick asked about the timeframe for opening. Andrew Bayly said they are projecting to open in July. Trustee Patrick asked when the Village would begin to receive revenue. Manager Keehner said probably in January 2021. Attorney Orr provided additional details on the municipal tax. Trustee Tucker asked about the left turn lane issue. President Bulthuis referred to a 6-month traffic study. Trustee Cuzzone commented that it would not be an issue if it was determined to prohibit a left lane turn. Roll call vote tallied six (6) ayes made by Trustees Cilella, Patrick, Murphy, Wagner, Cuzzone and President Bulthuis and one (1) nay made by Trustee Tucker. Motion carried.

10.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 emergencies. 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 – 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.

Motion to approve the ordinance 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 Murphy, Cuzzone, Tucker, Patrick, Wagner, Cilella and President Bulthuis. There were no nays. Motion carried.

11. Resolutions.

11.a. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Strand Associates, Inc. of Joliet, Illinois, for Phase III Construction Engineering of the Michigan Avenue Improvement Project (Central to Kenilworth) in an Amount Not to Exceed \$137,000.

The Village has been approved for \$550,000 grant funding, programmed in the State's Capital Bill, to be applied toward a street improvement project. Staff proposes to use this grant to fund the Michigan Avenue Improvement Project (Central to Kenilworth). The project consists of installation of new storm sewer, sanitary sewer repairs and roadway reconstruction. This resolution will approve a contract with Strand Associates, Inc. for Phase III construction engineering of the project. Funding for the construction engineering work is budgeted in the Street Improvement Fund (Referendum), Water Supply Fund, Wastewater Fund (Capital) and Wastewater Fund (Sewer Separation). Motion to approve the resolution was made by Trustee Cuzzone and seconded by Trustee Wagner. Trustee Tucker asked about state funding. Manager Keehner confirmed the state funding. Trustee Wagner asked about the project completion. President Bulthuis said it is projected for this year. Roll call vote tallied seven (7) ayes made by Trustees Patrick, Cilella, Murphy, Tucker, Wagner, Cuzzone and President Bulthuis. There were no nays. Motion carried.

11.b. Resolution of the Village of Villa Park, DuPage County, Illinois, Confirming the Appointment of Susan Griffin as Interim Village Treasurer, IMRF Authorized Agent and IRMA Alternate Delegate.

Due to an approaching personnel change, it is necessary to appoint an interim Finance Director to fulfill the duties of the position and provide guidance to staff while the Village seeks to fill the position on a permanent basis. With approximately 30 year of experience in municipal finance, retired Finance Director Ms. Susan Griffin is highly qualified and will serve as the interim until a permanent replacement can be hired. Several important finance responsibilities must be formally assigned to the Interim Finance Director to ensure Village operations continue without interruption. Such responsibilities include appointment as Interim Village Treasurer, Authorized Agent for the Illinois Municipal Retirement Fund (IMRF) and Alternate Delegate for the Board of Directors of the Intergovernmental Risk Management Agency (IRMA).

Motion to approve the resolution was made by Trustee Wagner and seconded by Trustee Cilella. Trustee Wagner asked about Ms. Griffin's last assignment. Manager Keehner said she is finishing an assignment in Fox Lake. Roll call vote tallied seven (7) ayes made by Trustees Patrick, Murphy, Cuzzone, Tucker, Wagner, Cilella and President Bulthuis. There were no nays. Motion carried.

12. Public Comments on Non-Agenda Items.

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2 – Watch the meeting live on YouTube by following the Village of Villa Park or on the Government Access Channel (Comcast Channel 6 and AT&T Channel 99).

3 – If members of the public are interested in attending in person and are symptom free, social distancing will be utilized to mitigate the community spread of disease. However, per Governor Pritzker's Executive Order No. 10, all gatherings of more than 10 people are prohibited. Therefore, attendance will be monitored at the door.

Resident Kevin Lattner asked if the police are dealing with more homeless people or those with mental illness. Manager Keehner said staff has not experienced an increase with the homeless or mental illness issues.

Resident Steve de LaRosa referred to Darien's rebating of food and beverage taxes to local restaurants and taverns and asked if Villa Park is considering doing the same. President Bulthuis provided more information on Darien and doing something similar in the Village would be up to the board. Attorney Orr provided additional information on what other communities are considering.

Resident Jerry Shaw asked about any recent issues regarding housing and mental health. President Bulthuis said there are no issues regarding the homeless but PADS is providing housing for a number of their clients in motel/hotel rooms and apartments. Residents can contact DuPage PADS if they know of someone who needs housing or they can log on www.dupagepads.org to view the list of items urgently needed. Jerry Shaw also asked about any changes with vacant property in the Village and about census takers. President Bulthuis said there have been no changes with the vacant property and Community Development Director Grill said the timeline for Census takers has been changed to begin August 11 through October 31.

13. Village Clerk's Report.

Clerk Korynecky had no report or recommendation.

14. Village Trustees' Report.

Trustee Patrick thanked the first responders for their continued work.

Trustee Tucker thanked residents for their patience and complimented staff for their work.

Trustee Murphy thanked staff, residents and especially Public Works.

Trustee Cuzzone said residents can log on www.yesvillapark.com or www.villaparkchamber.org for the list of restaurants in the Village open for carry-out business. He also noted Joe Lane with Mike's Meat Market was featured in a short interview.

Trustee Wagner recognized Tri-Town YMCA on their food distribution. Residents can go on their website for information on volunteering or donating. He complimented President Bulthuis, Fire Chief Rakosnik and Police Chief Lay on a recent video they created for the public. He asked residents to help local churches that are helping with food distribution. He said the Kiwanis Vidalia onion fundraiser will be on May 16 at the St. Paul's Lutheran Church parking lot from 9 a.m. to 12 noon. He said the Villa Park Garden Club plant sale will have curb side service. Residents can log on the club's Facebook page for more details. He also said the River Sweep event has been cancelled for May 16.

Trustee Cilella thanked grocery store workers and postal workers for all the work they do.

15. Village President's Report.

President Bulthuis said Patrick Grill is leaving his position as Community Development Director and thanked him for all he accomplished for the Village. Director Grill said he enjoyed working for the Village and thanked Manager Keehner for the opportunity. President Bulthuis thanked residents for observing social distancing and keeping the infection rate low. He thanked staff for their continued work in the Village. He also gave an update on a conference call with the Metropolitan Mayors Association and the DuPage Mayors and Managers on creating a Task Force for reopening the economy.

16. Village Manager's Report.

Manager Keehner had no report or recommendations.

17. Adjournment.

Motion to adjourn was made by Trustee Cilella and seconded by Trustee Wagner. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 8:22 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting is May 11, 2020

Village Board of Trustees Agenda Item Report

Meeting Date: May 11, 2020

Submitted by: Kelly Kuechle

Submitting Department: Finance Department

Item Type: Bill Listing

Agenda Section:

Subject:

Bill Listing for the Weeks of April 27 and May 5, 2020 in the Total Amount of \$712,037.32

Suggested Action:

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[2020-0504 CY20 Weekly Check Report](#)

[2020-0427 CY20 Weekly Check Report](#)



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on May 11, 2020

Covering weekly check runs dated for:

May 5, 2020/CY20 \$369,864.67

1 of 1

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "wf0504","0429int","050401"

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

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.130204 GROUP INSURANCE REC								
BLUE CROSS BLUE SHIELD	MAY 2020	0		HEALTH INSURANCE; MAY 2020	28,282.39	.00		050401
Total 10.130204 GROUP INSURANCE REC:					28,282.39	.00		
10.190515 DUE TO/FROM LIBRARY (BENEFITS)								
BLUE CROSS BLUE SHIELD	MAY 2020	0		HEALTH INSURANCE; MAY 2020	11,462.59	.00		050401
DEARBORN NATIONAL LIFE	APRIL CY20	0		CY20 LIFE INSURANCE; APRIL 2020	61.28	.00		050401
DEARBORN NATIONAL LIFE	MAY CY20	0		CY20 LIFE INSURANCE; MAY 2020	61.28	.00		050401
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):					11,585.15	.00		
10.210508 ESCROW: P. W. PROJECTS								
KRUSE, CASEY	PRFW20-241	0		PRKWY BOND RLS; 631 E WILDWOOD	450.00	.00		050401
Total 10.210508 ESCROW: P. W. PROJECTS:					450.00	.00		
10.231145 P&Z DEPOSIT: MISCELLANEOUS								
COUNTY COURT REPORTERS INC	127728	0		MINUTES PZ-20-0002	267.56	.00		WF0504
CURATIVE HEALTH CARE	PZ20-0002	0		REFUND OF ESCROW; PZ20-0002	658.84	.00		050401
Total 10.231145 P&Z DEPOSIT: MISCELLANEOUS:					926.40	.00		
Total :					41,243.94	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.511.00.212 LEGAL SERVICES-POLICE								
SMITH & FULLER	3276	0		LEGAL - DUI PROSECUTION	3,922.65	.00		WF0504
Total 10.511.00.212 LEGAL SERVICES-POLICE:					3,922.65	.00		
10.511.00.230 PRINTING SERVICES								
CHICAGOLAND CIRCULATION	2311	0		DELIVERY OF VILLAGE MATTERS	1,353.00	.00		050401
Total 10.511.00.230 PRINTING SERVICES:					1,353.00	.00		
10.511.00.655 PLANNING & ZONING COMMISSION								
ADDISON ENGRAVING INC	94904	0		RETIREMENT PLAQUE R WHITEHURST	201.95	.00		WF0504
COUNTY COURT REPORTERS INC	127728	0		MINUTES PZ-20-0004	105.87	.00		WF0504
COUNTY COURT REPORTERS INC	127728	0		GENERAL MINUTES APRIL 2020	105.87	.00		WF0504
Total 10.511.00.655 PLANNING & ZONING COMMISSION:					413.69	.00		
Total PUBLIC AFFAIRS:					5,689.34	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.512.00.299 OTHER CONTRACTUAL SERVICES								
KEEHNER JR, RICH	RK 3.2020	0		PERS PHONE REIMB; MARCH 2020	35.89	.00		WF0504
KEEHNER JR, RICH	RK 3.2020	0		PHONE USAGE REIMB; MARCH 2020	40.00	.00		WF0504
Total 10.512.00.299 OTHER CONTRACTUAL SERVICES:					75.89	.00		
Total MANAGER:					75.89	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.513.00.105 SALARIES: PART-TIME								
CONNECT SEARCH LLC	A1013559	0		TEMPORARY STAFF SERVICES	1,245.75	.00		050401
Total 10.513.00.105 SALARIES: PART-TIME:					1,245.75	.00		
Total FINANCE:					1,245.75	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.514.00.299 OTHER CONTRACTUAL SERVICES								
RJS GROUP INC	21480	0	190085	CLEANING CD/ED	573.00	.00		050401
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					573.00	.00		
Total COMMUNITY DEVELOPMENT:					573.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.515.00.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MAY 2020	0		HEALTH INSURANCE; MAY 2020	23,788.11	.00		050401
DEARBORN NATIONAL LIFE	APRIL CY20	0		CY20 LIFE INSURANCE; APRIL 2020	97.28	.00		050401
DEARBORN NATIONAL LIFE	MAY CY20	0		CY20 LIFE INSURANCE; MAY 2020	97.28	.00		050401
Total 10.515.00.250 EMPLOYEE BENEFITS:					23,982.67	.00		
10.515.00.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	I00578249	0		COPIERS/PRINTERS LEASE; 05/05-06/04/20	1,959.77	.00		050401
Total 10.515.00.270 MAINT OF OFFICE EQUIPMENT:					1,959.77	.00		
10.515.00.281 RENTAL OF EQUIPMENT								
QUADIENT LEASING USA, INC	N8275892	0		QRTLY PSTG MACH RENTAL;05/24-08/23/20	609.97	.00		050401
Total 10.515.00.281 RENTAL OF EQUIPMENT:					609.97	.00		
10.515.00.317 OFFICE SUPPLIES								
PERSONNEL CONCEPTS	9342947720	0		ANN SUBSCRIPTION LABOR LAW POSTERS	223.02	.00		050401
Total 10.515.00.317 OFFICE SUPPLIES:					223.02	.00		
Total CENTRAL SERVICES:					26,775.43	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.516.00.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0030170051 3/20	0		21 W PLYMOUTH; 3/9-4/7/20	394.97	.00		050401
COMMONWEALTH EDISON CO	9006703009 3/20	0		SIREN; 3/6-4/6/20	60.10	.00		050401
Total 10.516.00.219 UTILITY - ELECTRIC:					455.07	.00		
10.516.00.299 OTHER CONTRACTUAL SERVICES								
DUPAGE SECURITY SOLUTIONS INC	51567	0		MASTER #3 KEY COPIES	92.10	.00		050401
JOHNSON CONTROLS SECURITY SOL	34154476	0		VH FIRE ALARM WIRELESS MONITORING	173.35	.00		050401
JOHNSON CONTROLS SECURITY SOL	34154477	0		MUSEUM FIRE ALARM WIRELESS MONIT.	173.35	.00		050401
RJS GROUP INC	21480	0	190085	CLEANING VH, PW, PD, PARKS	4,617.00	.00		050401
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					5,055.80	.00		
Total BUILDINGS & GROUNDS:					5,510.87	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.517.00.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	8000258004 3/20	0		METRA STN PARK LOT; 3/9-4/7/20	222.91	.00		050401
Total 10.517.00.219 UTILITY - ELECTRIC:					222.91	.00		
10.517.00.299 OTHER CONTRACTUAL SERVICES								
RJS GROUP INC	21480	0	190085	CLEANING METRA STATION	1,031.00	.00		050401
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:					1,031.00	.00		
Total COMMUTER PARKING LOT:					1,253.91	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.518.00.215 SHOP SERVICES								
CINTAS CORPORATION #344	4048731794	0		UNIFORMS,TOWELS	47.30	.00		050401
Total 10.518.00.215 SHOP SERVICES:					47.30	.00		
10.518.00.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MAY 2020	0		HEALTH INSURANCE; MAY 2020	4,645.28	.00		050401
DEARBORN NATIONAL LIFE	APRIL CY20	0		CY20 LIFE INSURANCE; APRIL 2020	15.72	.00		050401
DEARBORN NATIONAL LIFE	MAY CY20	0		CY20 LIFE INSURANCE; MAY 2020	15.72	.00		050401
Total 10.518.00.250 EMPLOYEE BENEFITS:					4,676.72	.00		
Total GARAGE:					4,724.02	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.520.01.202 TRAINING & CONFERENCES								
NORTH EAST MULTI-REGIONAL	272099	0		YEARLY TRAINING FOR 38 OFFICERS	3,610.00	.00		050401
Total 10.520.01.202 TRAINING & CONFERENCES:					3,610.00	.00		
10.520.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MAY 2020	0		HEALTH INSURANCE; MAY 2020	67,723.81	.00		050401
DEARBORN NATIONAL LIFE	APRIL CY20	0		CY20 LIFE INSURANCE; APRIL 2020	353.32	.00		050401
DEARBORN NATIONAL LIFE	MAY CY20	0		CY20 LIFE INSURANCE; MAY 2020	353.32	.00		050401
Total 10.520.01.250 EMPLOYEE BENEFITS:					68,430.45	.00		
10.520.07.299 OTHER CONTRACTUAL SERVICES								
EMERGENCY TELEPHONE SYSTEM	20-RMS025	0		NETRMS COSTS FOR FY20	5,138.87	.00		050401
Total 10.520.07.299 OTHER CONTRACTUAL SERVICES:					5,138.87	.00		
10.520.09.291 ANIMAL HOSPITAL EXPENSE								
DUPAGE ANIMAL HOSPITAL LTD	394349	0		STRAY ANIMAL SRVCS; MARCH 2020	40.00	.00		050401
Total 10.520.09.291 ANIMAL HOSPITAL EXPENSE:					40.00	.00		
10.520.09.299 OTHER CONTRACTUAL SERVICES								
ILLINOIS SECRETARY OF STATE	#149	0		REG RENEW;#149 HONDA RIDGELINE	151.00	.00		050401
ILLINOIS SECRETARY OF STATE	#193	0		REG NEW;#193 2020 FORD UTILITY INTERC	150.00	.00		050401
WATCHGUARD INC	84669-S5M4	0		SOFTWARE MAINTENANCE & WARRANTY	4,200.00	.00		050401
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					4,501.00	.00		
Total POLICE:					81,720.32	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.521.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MAY 2020	0		HEALTH INSURANCE; MAY 2020	4,446.52	.00		050401
DEARBORN NATIONAL LIFE	APRIL CY20	0		CY20 LIFE INSURANCE; APRIL 2020	14.58	.00		050401
DEARBORN NATIONAL LIFE	MAY CY20	0		CY20 LIFE INSURANCE; MAY 2020	14.58	.00		050401
Total 10.521.01.250 EMPLOYEE BENEFITS:					4,475.68	.00		
10.521.01.299 OTHER CONTRACTUAL SERVICES								
ELMHURST OCCUPATIONAL HEALTH	00118259-00	0		PHYSICAL & SCREENINGS	9,650.00	.00		050401
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:					9,650.00	.00		
Total FIRE:					14,125.68	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.523.02.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MAY 2020	0		HEALTH INSURANCE; MAY 2020	39,987.70	.00		050401
DEARBORN NATIONAL LIFE	APRIL CY20	0		CY20 LIFE INSURANCE; APRIL 2020	111.86	.00		050401
DEARBORN NATIONAL LIFE	MAY CY20	0		CY20 LIFE INSURANCE; MAY 2020	111.86	.00		050401
Total 10.523.02.250 EMPLOYEE BENEFITS:					40,211.42	.00		
Total AMBULANCE/PARAMEDIC:					40,211.42	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.525.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MAY 2020	0		HEALTH INSURANCE; MAY 2020	19,131.73	.00		050401
DEARBORN NATIONAL LIFE	APRIL CY20	0		CY20 LIFE INSURANCE; APRIL 2020	41.92	.00		050401
DEARBORN NATIONAL LIFE	MAY CY20	0		CY20 LIFE INSURANCE; MAY 2020	41.92	.00		050401
Total 10.525.01.250 EMPLOYEE BENEFITS:					19,215.57	.00		
10.525.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	100578249	0		COPIERS/PRINTERS LEASE; 05/05-06/04/20	134.23	.00		050401
Total 10.525.01.270 MAINT OF OFFICE EQUIPMENT:					134.23	.00		
10.525.01.399 OTHER SUPPLIES								
ADDISON ENGRAVING INC	94907	0		RETIREMENT PLAQUE - LEESLEY	94.00	.00		050401
Total 10.525.01.399 OTHER SUPPLIES:					94.00	.00		
10.525.25.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0179073093 3/20	0		889 W NO STREETLGHTS; 3/9-4/7/20	95.98	.00		050401
COMMONWEALTH EDISON CO	0969040060 3/20	0		TRAFFIC SIGNALS; 3/10-3/8/20	569.94	.00		050401
COMMONWEALTH EDISON CO	3779053023 3/20	0		STREETLIGHTS 2; 3/6-4/6/20	60.97	.00		050401
COMMONWEALTH EDISON CO	5763147089 3/20	0		STREETLIGHTS 1; 3/3-4/1/20	157.68	.00		050401
CONSTELLATION NEW ENERGY INC	8370458 3/20	0		1 S CENTRAL AVE; 3/10-4/8/20	749.62	.00		050401
CONSTELLATION NEW ENERGY INC	8370460 3/20	0		118 S VILLA AVE ; 3/10-4/8/20	77.13	.00		050401
Total 10.525.25.219 UTILITY - ELECTRIC:					1,711.32	.00		
10.525.25.299 OTHER CONTRACTUAL SERVICES								
H & H ELECTRIC COMPANY	34653	0		MARCH TRAFFIC SIGNAL MAINTENANCE	832.00	.00		050401
Total 10.525.25.299 OTHER CONTRACTUAL SERVICES:					832.00	.00		
Total STREET:					21,987.12	.00		
Total CORPORATE FUND:					245,136.69	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
28.502.01.299 OTHER CONTRACTUAL SERVICES								
FOWLER ENTERPRISES LLC	4617	0	200024	DEMO OF CONCRETE & BRICK WALLS AT 10	11,600.00	.00		050401
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:					11,600.00	.00		
Total GENERAL:					11,600.00	.00		
Total TIF 4 FUND - ST. CHARLES RD:					11,600.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
35.502.01.205 POSTAGE								
POSTMASTER	145 PERMIT	0		ANNUAL BULK MAIL PERMIT FEE #145	240.00	240.00	04/29/2020	0429INT
Total 35.502.01.205 POSTAGE:					240.00	240.00		
35.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MAY 2020	0		HEALTH INSURANCE; MAY 2020	21,754.29	.00		050401
DEARBORN NATIONAL LIFE	APRIL CY20	0		CY20 LIFE INSURANCE; APRIL 2020	67.66	.00		050401
DEARBORN NATIONAL LIFE	MAY CY20	0		CY20 LIFE INSURANCE; MAY 2020	67.66	.00		050401
Total 35.502.01.250 EMPLOYEE BENEFITS:					21,889.61	.00		
35.502.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	100578249	0		COPIERS/PRINTERS LEASE; 05/05-06/04/20	214.77	.00		050401
GFC LEASING	100578249	0		COPIERS/PRINTERS LEASE; 05/05-06/04/20	307.16	.00		050401
Total 35.502.01.270 MAINT OF OFFICE EQUIPMENT:					521.93	.00		
35.502.01.299 OTHER CONTRACTUAL SERVICES								
GORDON FLESCH CO., INC	12907160	0		MAR ICC COPIER IMAGES	298.60	.00		050401
Total 35.502.01.299 OTHER CONTRACTUAL SERVICES:					298.60	.00		
35.502.16.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	8668740009 3/20	0		TENNIS CRTS; 3/5-4/3/20	50.60	.00		050401
COMMONWEALTH EDISON CO	9006778006 3/20	0		LIONS FIELD; 3/6-4/6/20	72.48	.00		050401
Total 35.502.16.219 UTILITY - ELECTRIC:					123.08	.00		
35.502.16.299 OTHER CONTRACTUAL SERVICES								
JOHNSON CONTROLS SECURITY SOL	34154475	0		ICC FIRE ALARM WIRELESS MONITORING	173.35	.00		050401
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:					173.35	.00		
35.502.16.315 BUILDING MAINT SUPPLIES								
BSN SPORTS	908812624	0		ICC GYM-CUSTOM PADS	2,225.50	.00		050401
Total 35.502.16.315 BUILDING MAINT SUPPLIES:					2,225.50	.00		
35.502.36.311 PROGRAM SUPPLIES								
PESOLA, RACHEL	04.2020	0		APR ZOOM SRVS FOR REC PROG	14.99	.00		050401

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
SHAMROCK GARDEN FLORIST LTD	222316/1	0		BALANCE FOR PRINCESS BALL FLOWERS	10.00	.00		050401
Total 35.502.36.311 PROGRAM SUPPLIES:					24.99	.00		
Total GENERAL:					25,497.06	240.00		
Total RECREATION FUND:					25,497.06	240.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
36.502.01.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	9006795007 3/20	0		ROTARY PARK; 3/6-4/6/20	59.06	.00		050401
Total 36.502.01.219 UTILITY - ELECTRIC:					59.06	.00		
36.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MAY 2020	0		HEALTH INSURANCE; MAY 2020	15,179.00	.00		050401
DEARBORN NATIONAL LIFE	APRIL CY20	0		CY20 LIFE INSURANCE; APRIL 2020	47.16	.00		050401
DEARBORN NATIONAL LIFE	MAY CY20	0		CY20 LIFE INSURANCE; MAY 2020	47.16	.00		050401
Total 36.502.01.250 EMPLOYEE BENEFITS:					15,273.32	.00		
36.502.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	I00578249	0		COPIERS/PRINTERS LEASE; 05/05-06/04/20	107.38	.00		050401
Total 36.502.01.270 MAINT OF OFFICE EQUIPMENT:					107.38	.00		
36.502.01.299 OTHER CONTRACTUAL SERVICES								
ELMHURST OCCUPATIONAL HEALTH	00118258-00	0		LABS & SCREENING	185.00	.00		050401
ELMHURST OCCUPATIONAL HEALTH	00118260-00	0		DRUG SCREENING	50.00	.00		050401
Total 36.502.01.299 OTHER CONTRACTUAL SERVICES:					235.00	.00		
Total GENERAL:					15,674.76	.00		
Total PARKS FUND:					15,674.76	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
41.502.01.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0603100125 3/20	0		TWIN LAKES PARK; 2/26-3/26/20	333.81	.00		050401
COMMONWEALTH EDISON CO	7748424005 3/20	0		JEFF POOL; 3/9-4/7/20	1,336.16	.00		050401
Total 41.502.01.219 UTILITY - ELECTRIC:					1,669.97	.00		
Total GENERAL:					1,669.97	.00		
Total SWIMMING POOL FUND:					1,669.97	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
60.502.02.105 SALARIES: PART-TIME								
GOVTEMPSUSA LLC	3506689	0		ASST. VILG. ENG; 03/29 / 20.5 HRS	1,435.00	.00		050401
GOVTEMPSUSA LLC	3506689	0		ASST. VILG. ENG; 04/05 / 20.5 HRS	1,435.00	.00		050401
Total 60.502.02.105 SALARIES: PART-TIME:					2,870.00	.00		
60.502.02.201 LEGAL NOTICES								
PADDOCK PUBLICATIONS	46893	0		ADVERTISEMENT FOR BIDS; STREET IMPR	232.30	.00		050401
Total 60.502.02.201 LEGAL NOTICES:					232.30	.00		
60.502.02.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MAY 2020	0		HEALTH INSURANCE; MAY 2020	9,472.38	.00		050401
DEARBORN NATIONAL LIFE	APRIL CY20	0		CY20 LIFE INSURANCE; APRIL 2020	10.48	.00		050401
DEARBORN NATIONAL LIFE	MAY CY20	0		CY20 LIFE INSURANCE; MAY 2020	10.48	.00		050401
Total 60.502.02.250 EMPLOYEE BENEFITS:					9,493.34	.00		
Total GENERAL:					12,595.64	.00		
Total STREET IMPROVEMENT FUND:					12,595.64	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
65.502.02.401 CAPITAL OUTLAY								
CURRIE MOTORS	E7941	0	190042	FORD UTILITY POLICE INTERCEPTORS	33,054.00	.00		050401
Total 65.502.02.401 CAPITAL OUTLAY:					33,054.00	.00		
Total GENERAL:					33,054.00	.00		
Total EQUIPMENT REPLACEMENT FUND:					33,054.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
82.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MAY 2020	0		HEALTH INSURANCE; MAY 2020	12,698.78	.00		050401
DEARBORN NATIONAL LIFE	APRIL CY20	0		CY20 LIFE INSURANCE; APRIL 2020	38.50	.00		050401
DEARBORN NATIONAL LIFE	MAY CY20	0		CY20 LIFE INSURANCE; MAY 2020	38.50	.00		050401
Total 82.502.01.250 EMPLOYEE BENEFITS:					12,775.78	.00		
82.502.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	I00578249	0		COPIERS/PRINTERS LEASE; 05/05-06/04/20	134.23	.00		050401
Total 82.502.01.270 MAINT OF OFFICE EQUIPMENT:					134.23	.00		
82.502.02.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0005158074 3/20	0		520 N PRINCETON; 3/10-4/8/20	275.49	.00		050401
COMMONWEALTH EDISON CO	0233060038 3/20	0		CENTRAL PUMPING STN; 3/10-4/8/20	357.32	.00		050401
COMMONWEALTH EDISON CO	6152211004 3/20	0		WTR/SWR; 3/6-4/6/20	394.77	.00		050401
COMMONWEALTH EDISON CO	6667072019 3/20	0		WELL #2; 3/6-4/6/20	682.26	.00		050401
DYNEGY ENERGY SERVICES	275283920041 4/20	0		CORNELL PUMP STN; 3/10-4/7/20	580.67	.00		050401
Total 82.502.02.219 UTILITY - ELECTRIC:					2,290.51	.00		
82.502.02.293 LABORATORY TESTING								
ETP LABS INC	20-134468	0		COLIFORM SAMPLES; 03/2020	256.50	.00		050401
Total 82.502.02.293 LABORATORY TESTING:					256.50	.00		
Total GENERAL:					15,457.02	.00		
Total WATER SUPPLY FUND:					15,457.02	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
83.502.01.105 SALARIES: PART-TIME								
CONNECT SEARCH LLC	S1013551	0		TEMPORARY STAFF SERVICES	1,006.50	.00		050401
Total 83.502.01.105 SALARIES: PART-TIME:					1,006.50	.00		
83.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MAY 2020	0		HEALTH INSURANCE; MAY 2020	4,899.89	.00		050401
DEARBORN NATIONAL LIFE	APRIL CY20	0		CY20 LIFE INSURANCE; APRIL 2020	34.40	.00		050401
DEARBORN NATIONAL LIFE	MAY CY20	0		CY20 LIFE INSURANCE; MAY 2020	34.40	.00		050401
Total 83.502.01.250 EMPLOYEE BENEFITS:					4,968.69	.00		
83.502.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	I00578249	0		COPIERS/PRINTERS LEASE; 05/05-06/04/20	134.24	.00		050401
Total 83.502.01.270 MAINT OF OFFICE EQUIPMENT:					134.24	.00		
83.502.02.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0007134036 3/20	0		WESTLANDS LIFT STN; 3/10-4/8/20	33.26	.00		050401
COMMONWEALTH EDISON CO	0045126092 3/20	0		NORTH & YALE; 2/26-3/26/20	249.92	.00		050401
COMMONWEALTH EDISON CO	0051086116 3/20	0		900 N VILLA; 2/26-3/26/20	487.08	.00		050401
COMMONWEALTH EDISON CO	0063015145 3/20	0		S VILLA LIFT STN; 3/10-4/8/20	674.36	.00		050401
COMMONWEALTH EDISON CO	0375103058 3/20	0		RT 83 LIFT STN; 3/10-4/8/20	37.79	.00		050401
COMMONWEALTH EDISON CO	0474090018 3/20	0		YALE/RIDGE LIFT STN; 3/10-4/8/20	96.47	.00		050401
DYNEGY ENERGY SERVICES	275283920041 4/20	0		WWFTF ; 3/10-4/7/20	1,491.22	.00		050401
Total 83.502.02.219 UTILITY - ELECTRIC:					3,070.10	.00		
Total GENERAL:					9,179.53	.00		
Total WASTEWATER FUND:					9,179.53	.00		
Grand Totals:					369,864.67	240.00		

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>245,136.69</u>
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	<u>11,600.00</u>
RECREATION FUND	
Total RECREATION FUND:	<u>25,497.06</u>
PARKS FUND	
Total PARKS FUND:	<u>15,674.76</u>
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	<u>1,669.97</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>12,595.64</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>33,054.00</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>15,457.02</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>9,179.53</u>
Grand Totals:	<u><u>369,864.67</u></u>

Amount Paid

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

DATE

APPROVED BY

Report Criteria:

- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.
- Invoice Detail.Adjustmentid = {IS NULL}
- Invoice.Batch = "wf0504","0429int","050401"



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on May 11, 2020

Covering weekly check runs dated for:

April 27, 2020/CY20..... \$342,172.65

1 of 1

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "042701","WF042701"

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

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.210028 EMPLOYEE HEALTH INS. DED.								
DISCOVERY BENEFITS	1144813-IN	0		FSA-MONTHLY	80.75	.00		042701
Total 10.210028 EMPLOYEE HEALTH INS. DED.:					80.75	.00		
10.210515 DELTA DENTAL RESERVE								
DELTA DENTAL OF ILLINOIS	MARCH 2020	0		TOTAL ADMIN CHARGES; MARCH 2020	1,396.16	.00		042701
DELTA DENTAL OF ILLINOIS	MARCH 2020	0		TOTAL CLAIMS CHARGE; MARCH 2020	6,351.02	.00		042701
Total 10.210515 DELTA DENTAL RESERVE:					7,747.18	.00		
10.210516 VISION SERVICE PLAN RESERVE								
VISION SERVICE PLAN	MARCH 2020	0		TOTAL ADMIN CHARGES; MARCH 2020	892.04	.00		042701
VISION SERVICE PLAN	MARCH 2020	0		TOTAL CLAIMS CHRGS; MARCH 2020	1,700.52	.00		042701
Total 10.210516 VISION SERVICE PLAN RESERVE:					2,592.56	.00		
10.231145 P&Z DEPOSIT: MISCELLANEOUS								
GW VILLA PARK, LLC	ESCROW REFUND	0		REFUND OF ESCROW; PZ19-0014	691.30	.00		042701
Total 10.231145 P&Z DEPOSIT: MISCELLANEOUS:					691.30	.00		
10.43100 BUILDING PERMITS								
MORGAN, JENNIFER	PRFN19-2075	0		PROJECT CANCELLATION; 329 S SUMMIT	50.00	.00		042701
Total 10.43100 BUILDING PERMITS:					50.00	.00		
Total :					11,161.79	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.511.00.211 LEGAL SERVICES								
GARDINER KOCH WEISBERG	146896	0		LEGAL SERVICES - RL MATTER	374.00	.00		WF0427
GARDINER KOCH WEISBERG	146897	0		LEGAL SERVICES - RL MATTER	615.30	.00		WF0427
GARDINER KOCH WEISBERG	146898	0		LEGAL SVCS - GENERAL	44.00	.00		WF0427
GARDINER KOCH WEISBERG	146899	0		LEGAL SERVICES - RL MATTER	2.00	.00		WF0427
GARDINER KOCH WEISBERG	146900	0		LEGAL SERVICES - MM MATTER	22.00	.00		WF0427
ROBBINS SCHWARTZ	865926	0		LEGAL SERVICES - PROSECUTIONS	1,237.50	.00		WF0427
ROBBINS SCHWARTZ	865927	0		LEGAL SERVICES - FM PROP VIOLATIONS	315.00	.00		WF0427
ROBBINS SCHWARTZ	865928	0		LEGAL SERVICES	270.00	.00		WF0427
Total 10.511.00.211 LEGAL SERVICES:					2,879.80	.00		
10.511.00.299 OTHER CONTRACTUAL SERVICES								
FEDEX	6-986-27607	0		BOARD PACKET MAILING TO ATTY	9.40	.00		WF0427
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					9.40	.00		
Total PUBLIC AFFAIRS:					2,889.20	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.512.00.303 DUES & PUBLICATIONS								
ROTARY CLUB OF VILLA PARK	432	0		LUNCHES AND DUES FOR QUARTER - RK	185.00	.00		WF0427
Total 10.512.00.303 DUES & PUBLICATIONS:					185.00	.00		
Total MANAGER:					185.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.513.00.105 SALARIES: PART-TIME								
CONNECT SEARCH LLC	S1013385	0		TEMPORARY STAFF SERVICES	1,237.50	.00		042701
Total 10.513.00.105 SALARIES: PART-TIME:					1,237.50	.00		
10.513.00.210 TELEPHONE								
BAIG,RANA	MARCH-APRIL 2020	0		PERS DEVICE PHONE REIM; MARCH 2020	24.99	.00		042701
BAIG,RANA	MARCH-APRIL 2020	0		PERS USAGE PHONE REIM; MARCH 2020	24.99	.00		042701
BAIG,RANA	MARCH-APRIL 2020	0		PERS DEVICE PHONE REIM; APRIL 2020	24.99	.00		042701
BAIG,RANA	MARCH-APRIL 2020	0		PERS USAGE PHONE REIM; APRIL 2020	24.99	.00		042701
Total 10.513.00.210 TELEPHONE:					99.96	.00		
Total FINANCE:					1,337.46	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.514.00.230 PRINTING SERVICES								
MINUTEMAN PRESS	41025	0		CODE ENFORCEMENT DOOR HANGERS	301.00	.00		WF0427
Total 10.514.00.230 PRINTING SERVICES:					301.00	.00		
10.514.00.299 OTHER CONTRACTUAL SERVICES								
MUNICIPAL SYSTEMS, INC.	18960	0		CD TICKET PROGRAM MARCH 2020	300.00	.00		WF0427
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					300.00	.00		
10.514.00.301 UNIFORMS								
ANDERSON, DANITA	MAY 2020	0		CY20 UNIFORM ALLOWANCE	450.00	.00		042701
GUIMOND, LORI	MAY 2020	0		CY20 UNIFORM ALLOWANCE	450.00	.00		042701
VOGT, MICK	MAY 2020	0		CY20 UNIFORM ALLOWANCE	450.00	.00		042701
Total 10.514.00.301 UNIFORMS:					1,350.00	.00		
Total COMMUNITY DEVELOPMENT:					1,951.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.515.00.210 TELEPHONE								
CALL ONE	235813 4/20	0		Phone Service; 4/15-6/14/20	688.71	.00		042701
Total 10.515.00.210 TELEPHONE:					688.71	.00		
Total CENTRAL SERVICES:					688.71	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.516.00.222 HEATING & A/C MAINT SERV								
ACITELLI HEATING & PIPING	34335	0		VH BOILER LEAK REPAIR	5,465.54	.00		042701
Total 10.516.00.222 HEATING & A/C MAINT SERV:					5,465.54	.00		
10.516.00.301 UNIFORMS								
OLSEN, JAMES	May 2020	0		CY20 Uniform Allowance	450.00	.00		042701
Total 10.516.00.301 UNIFORMS:					450.00	.00		
Total BUILDINGS & GROUNDS:					5,915.54	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.518.00.215 SHOP SERVICES								
CINTAS CORPORATION #344	4048243047	0		UNIFORMS, MATS,TOWELS	57.30	.00		042701
Total 10.518.00.215 SHOP SERVICES:					57.30	.00		
10.518.00.299 OTHER CONTRACTUAL SERVICES								
STENSTROM PETROLEUM SERVICES S151630		0		ANNUAL COMPLIANCE TESTING FOR FUEL	1,075.00	.00		042701
Total 10.518.00.299 OTHER CONTRACTUAL SERVICES:					1,075.00	.00		
10.518.00.301 UNIFORMS								
CZARNECKI, PAUL	May 2020	0		CY20 Boot,Coat Allowance	275.00	.00		042701
FRIERI, MATT	May 2020	0		CY20 Boot,Coat Allowance	275.00	.00		042701
MORICLE, TIMOTHY S.	May 2020	0		CY20 Boot,Coat Allowance	275.00	.00		042701
Total 10.518.00.301 UNIFORMS:					825.00	.00		
10.518.00.308 ENGINE OIL								
HERITAGE CRYSTAL CLEAN LLC	16224065	0		USED OIL PICKUP	337.50	.00		042701
Total 10.518.00.308 ENGINE OIL:					337.50	.00		
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS								
MONROE TRUCK EQUIPMENT	328890	0		PW4-LIQUID PREWET PUMP REPAIR	521.83	.00		042701
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					521.83	.00		
Total GARAGE:					2,816.63	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.519.00.210 TELEPHONE								
VOSKRESENSKI, VASSILI	MARCH 2020	0		PERS PHONE REIMBURSEMENT; MARCH 20	24.99	.00		042701
VOSKRESENSKI, VASSILI	MARCH 2020	0		USAGE REIMBURSEMENT; MARCH 2020	24.99	.00		042701
Total 10.519.00.210 TELEPHONE:					49.98	.00		
Total ENGINEERING:					49.98	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.520.01.202 TRAINING & CONFERENCES								
WHITCHELO, AARON	REIMB	0		MILEAGE REIMB FOR 80 HR TRANSITION C	155.10	.00		042701
Total 10.520.01.202 TRAINING & CONFERENCES:					155.10	.00		
10.520.01.210 TELEPHONE								
VERIZON WIRELESS	9851643654	0		POLE CAMERAS & CELL PHONES	862.57	.00		042701
Total 10.520.01.210 TELEPHONE:					862.57	.00		
10.520.01.299 OTHER CONTRACTUAL SERVICES								
MUNICIPAL SYSTEMS, INC.	18960	0		PD TICKET PROGRAM MARCH 2020	650.00	.00		WF0427
MUNICIPAL SYSTEMS, INC.	18961	0		COLLECTION PROGRAM MARCH 2020	200.00	.00		WF0427
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:					850.00	.00		
10.520.01.301 UNIFORMS								
LAY, MICHAEL	MAY 2020	0		CY20 CLOTHING ALLOWANCE	1,500.00	.00		042701
Total 10.520.01.301 UNIFORMS:					1,500.00	.00		
10.520.07.301 UNIFORMS								
MCCANN, DANIEL	MAY 2020	0		CY20 CLOTHING ALLOWANCE	1,000.00	.00		042701
Total 10.520.07.301 UNIFORMS:					1,000.00	.00		
10.520.08.301 UNIFORMS								
BLAKE, ANTHONY	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
EASTON, LOUIS	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
GIAMMARINO, DONALD	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
LANDA, JESUS	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
RUNGE, JEFF	MAY 2020	0		CY20 CLOTHING ALLOWANCE	1,000.00	.00		042701
Total 10.520.08.301 UNIFORMS:					4,600.00	.00		
10.520.09.299 OTHER CONTRACTUAL SERVICES								
JET BRITE CAR WASH INC	3915	0		9 PD CAR WASHES; MARCH 2020	27.00	.00		042701
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					27.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.520.09.301 UNIFORMS								
BANASZEWSKI, BART	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
BASTIAN, JOSEPH	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
BEKTESHI, ILIR	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
BORYK, RICHARD	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
BREGMAN, MARC	MAY 2020	0		CY20 CLOTHING ALLOWANCE	1,000.00	.00		042701
BREGMAN, SONIA	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
BURKE, PATRICK	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
CAMPOS, DENNIS	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
CIHAK, JAMES	MAY 2020	0		CY20 CLOTHING ALLOWANCE	1,000.00	.00		042701
CRUZ, CARLOS	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
DOYLE, JOHN	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
FRAKES, CONNOR	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
GAROFALO, GIOVANNI	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
GONZALEZ, ELIZABETH	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
HAIMANN, ERIC	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
HALL, BRITTANY	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
HEINZ, DANIELLE	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
HRUBY, BRYAN	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
KITCHING, KORDELL	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
KRUPICZOWICZ, JAMES	MAY 2020	0		CY20 CLOTHING ALLOWANCE	1,000.00	.00		042701
KUBISH, TODD	MAY 2020	0		CY20 CLOTHING ALLOWANCE	1,000.00	.00		042701
LAY, STEVEN	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
LOZANO-ORTIZ, LUIZ	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
LYONS, PATRICK	MAY 2020	0		CY20 CLOTHING ALLOWANCE	450.00	.00		042701
PAGAN, JOSE	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
PEREZ, ERNESTO	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
PERKINS, ANTHONY	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
POLLACK, KEVIN	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
ROL VEL RUL, MATEUSZ	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
ST. CLAIR, NATHAN	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
SVARA, JAMES	MAY 2020	0		CY20 CLOTHING ALLOWANCE	1,000.00	.00		042701
TEMESVARY, BRADON	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
WALSH, TIMOTHY	MAY 2020	0		CY20 CLOTHING ALLOWANCE	1,000.00	.00		042701
WHITCHELO, AARON	MAY 2020	0		CY20 CLOTHING ALLOWANCE	900.00	.00		042701
Total 10.520.09.301 UNIFORMS:					30,750.00	.00		
Total POLICE:					39,744.67	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.521.01.299 OTHER CONTRACTUAL SERVICES								
VERIZON WIRELESS	9851993265	0		WIRELESS ACCESS;7 IPADS,1 HOTSPOT, 4	419.44	.00		042701
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:					419.44	.00		
10.521.01.301 UNIFORMS								
RAKOSNIK, RON	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
STAPLETON, STEVEN	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
Total 10.521.01.301 UNIFORMS:					1,000.00	.00		
10.521.01.315 BUILDING MAINT SUPPLIES								
CASE LOTS INC	3971	10045		3 CASES OF HAND SANITIZER, 1 ROLL OF D	298.60	.00		042701
STATE INDUSTRIAL PRODUCTS	500802979	10045		TRIPLE QUICK DEFENSE AIR & SURFACT SP	175.49	.00		042701
Total 10.521.01.315 BUILDING MAINT SUPPLIES:					474.09	.00		
Total FIRE:					1,893.53	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.523.02.301 UNIFORMS								
BICKLEY, JAMES	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
BLASKOVICH, ERIC	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
BROWN, JEFF	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
BRZEZOWSKI, RON	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
CHARAPATA, KENNETH	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
CLAIRARDIN, BLAISE	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
EASTON, DENISE	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
FILLIPP, ANDY	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
GILLILAND, CHRIS	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
GONZALEZ, STEVEN	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
GUTZMER, TODD	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
KRUPA, KELLI	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
LYONS, STEVE	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
MITSUKA, BRANDON	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
MORRICE, BRIAN	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
REPOSH, FRANK	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
RICHARDSON, DAVID	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
RZESZUT, JOHN	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
SAUTER, MATTHEW	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
SPARGER, JEFFREY	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
TENERELLI, MICHAEL	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
WILLHOIT, JEFFREY	MAY 2020	0		CY20 UNIFORM ALLOWANCE	500.00	.00		042701
Total 10.523.02.301 UNIFORMS:					11,000.00	.00		
10.523.02.399 OTHER SUPPLIES								
MMSGs	00736088	10045		THERMOMETER COVERS	31.77	.00		042701
Total 10.523.02.399 OTHER SUPPLIES:					31.77	.00		
Total AMBULANCE/PARAMEDIC:					11,031.77	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.525.01.210 TELEPHONE								
SALERNO, RICHARD	MARCH 2020	0		PERS DEVICE PHONE REIMB; MARCH 2020	24.99	.00		042701
SALERNO, RICHARD	MARCH 2020	0		USAGE REIMBURSEMENT; MARCH 2020	24.99	.00		042701
Total 10.525.01.210 TELEPHONE:					49.98	.00		
10.525.01.299 OTHER CONTRACTUAL SERVICES								
JET BRITE CAR WASH INC	3916	0		CAR WASHES-PW; MARCH 2020	9.00	.00		042701
Total 10.525.01.299 OTHER CONTRACTUAL SERVICES:					9.00	.00		
10.525.01.301 UNIFORMS								
FERGUSON, JEREME	MAY 2020	0		CY20 Uniform Allowance	450.00	.00		042701
GUERRERO, FERNANDO	MAY 2020	0		CY20 Uniform Allowance	450.00	.00		042701
PETRANCOSTA, JOSEPH	MAY 2020	0		CY20 Uniform Allowance	450.00	.00		042701
SCHEITLER, RODERICK	MAY 2020	0		CY20 Uniform Allowance	450.00	.00		042701
SCHLEINZER, GLENN	MAY 2020	0		CY20 Uniform Allowance	450.00	.00		042701
YOUNG, JASON	MAY 2020	0		CY20 Uniform Allowance	450.00	.00		042701
Total 10.525.01.301 UNIFORMS:					2,700.00	.00		
10.525.25.393 STREET LIGHTING MATERIALS								
P J D ELECT SALES INC	22012	0		PRAIRIE PATH FIXTURES	1,500.00	.00		042701
Total 10.525.25.393 STREET LIGHTING MATERIALS:					1,500.00	.00		
10.525.27.342 ASPHALT MIX								
DUPAGE MATERIALS COMPANY, LLC.	9890	0		2.5 TN HIGH PERFORMANCE COLD	350.00	.00		042701
Total 10.525.27.342 ASPHALT MIX:					350.00	.00		
Total STREET:					4,608.98	.00		
Total CORPORATE FUND:					84,274.26	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
29.502.01.299 OTHER CONTRACTUAL SERVICES								
GARDINER KOCH WEISBERG	146901	0		LEGAL SVCS - NORTH AVE TIF	264.00	.00		WF0427
Total 29.502.01.299 OTHER CONTRACTUAL SERVICES:					264.00	.00		
Total GENERAL ADMINISTRATION:					264.00	.00		
Total TIF 3 FUND - NORTH AVENUE:					264.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
35.502.01.210 TELEPHONE								
CALL ONE	235813 4/20	0		Phone Service; 4/15-6/14/20	161.99	.00		042701
Total 35.502.01.210 TELEPHONE:					161.99	.00		
35.502.01.317 OFFICE SUPPLIES								
GARVEY'S OFFICE PRODUCTS	1881265	0		CRB,ICC 8X10 CUSTOM SIGN	68.00	.00		042701
GARVEY'S OFFICE PRODUCTS	1893583	0		ICC OFFICE SUPPLIES	129.28	.00		042701
Total 35.502.01.317 OFFICE SUPPLIES:					197.28	.00		
35.502.36.282 RENTAL/LEASE								
SCHOOL DISTRICT 45	1362	0		JEF GYM RENTAL- WOMEN VBALL LEAGUE	18.75	.00		042701
SCHOOL DISTRICT 45	1371	0		JAC GYM RENTAL- WOMEN VBALL LEAGUE	37.50	.00		042701
SCHOOL DISTRICT 45	1385	0		JAC GYM RENTAL- OPEN GYM	22.50	.00		042701
SCHOOL DISTRICT 45	1392	0		JEF GYM RENTAL- OPEN GYM	22.50	.00		042701
SCHOOL DISTRICT 45	1405	0		JAC GYM RENTAL- YTH BBALL LEAGUE	22.50	.00		042701
SCHOOL DISTRICT 45	1410	0		JAC GYM RENTAL- YTH BBALL LEAGUE	22.50	.00		042701
SCHOOL DISTRICT 45	1415	0		JEF GYM RENTAL- YTH BBALL LEAGUE	15.00	.00		042701
SCHOOL DISTRICT 45	1420	0		JEF GYM RENTAL- YTH BBALL LEAGUE	75.00	.00		042701
SCHOOL DISTRICT 45	1437	0		JAC GYM RENTAL FUTSAL LEAGUE	30.00	.00		042701
SCHOOL DISTRICT 45	1456	0		JEF GYM RENTAL- YTH BBALL LEAGUE	15.00	.00		042701
Total 35.502.36.282 RENTAL/LEASE:					281.25	.00		
35.502.36.299 OTHER CONTRACTUAL SERVICES								
SMITH, VIOLET R	2.24-3.16	0		CONTRACTUAL YOGA INSTRUCTION	512.00	.00		042701
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					512.00	.00		
35.502.36.311 PROGRAM SUPPLIES								
GORDON FOOD SERVICE INC	770221573	0		POPCORN SUPPLIES	27.80	.00		042701
MICHAEL ANTHONY'S PIZZA	138628	0		JAN BIRTHDAY BUNCH & LUNCH	229.00	.00		042701
Total 35.502.36.311 PROGRAM SUPPLIES:					256.80	.00		
Total GENERAL:					1,409.32	.00		
Total RECREATION FUND:					1,409.32	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
36.502.01.210 TELEPHONE								
CALL ONE	235813 4/20	0		Phone Service; 4/15-6/14/20	29.37	.00		042701
Total 36.502.01.210 TELEPHONE:					29.37	.00		
36.502.01.301 UNIFORMS								
ALVAREZ, ALEJANDRO	May 2020	0		CY20 Uniform Allowance	450.00	.00		042701
LANDGREBE, ERIC	May 2020	0		CY20 Uniform Allowance	450.00	.00		042701
MAGNUSSEN, PETER	May 2020	0		CY20 Uniform Allowance	450.00	.00		042701
MANTUCCA, RICK	May 2020	0		CY20 Uniform Allowance	450.00	.00		042701
REYNOSO, GERMAN	May 2020	0		CY20 Uniform Allowance	450.00	.00		042701
REYNOSO, LUIS	May 2020	0		CY20 Uniform Allowance	450.00	.00		042701
REYNOSO, MIGUEL	May 2020	0		CY20 Uniform Allowance	450.00	.00		042701
SAMANIEGO, MARIO	May 2020	0		CY20 Uniform Allowance	450.00	.00		042701
Total 36.502.01.301 UNIFORMS:					3,600.00	.00		
36.502.01.317 OFFICE SUPPLIES								
RUNCO OFFICE SUPPLY	748600	0		FILE TABS	18.76	.00		042701
RUNCO OFFICE SUPPLY	786442	0		HANGING,MANILLA FOLDERS	54.95	.00		042701
SIR SPEEDY PRINT SIGNS MARKETIN	79128	0		PKS-STAFF BUDGET BOOKS	98.41	.00		042701
Total 36.502.01.317 OFFICE SUPPLIES:					172.12	.00		
36.502.02.304 GROUNDS SUPPLIES								
AK MULCH AND FIREWOOD	1724	0		20 YDS MULCH FOR FLOWER BEDS	740.00	.00		042701
Total 36.502.02.304 GROUNDS SUPPLIES:					740.00	.00		
36.502.02.325 GENERAL EQUIPMENT PARTS								
MCMaster CARR	28100521	0		BOLTS,NUTS,WASHERS HARDWARE	114.34	.00		042701
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:					114.34	.00		
Total GENERAL:					4,655.83	.00		
Total PARKS FUND:					4,655.83	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
41.502.01.210 TELEPHONE								
CALL ONE	235813 4/20	0		Phone Service; 4/15-6/14/20	27.47	.00		042701
Total 41.502.01.210 TELEPHONE:					27.47	.00		
Total GENERAL:					27.47	.00		
Total SWIMMING POOL FUND:					27.47	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
60.502.02.105 SALARIES: PART-TIME								
GOVTEMPSUSA LLC	2998354	0		ASST. VILG. ENG; 03/15 / 20.5 HRS	1,435.00	.00		042701
GOVTEMPSUSA LLC	2998354	0		ASST. VILG. ENG; 03/22 / 20.5 HRS	1,435.00	.00		042701
Total 60.502.02.105 SALARIES: PART-TIME:					2,870.00	.00		
60.502.10.292 ENGINEERING SERVICES								
V3 COMPANIES OF ILLINOIS	320388	48007	190038	ST CHARLES RD BRIDGE PHASE 3 CONSTR	14,332.16	.00		WF0427
Total 60.502.10.292 ENGINEERING SERVICES:					14,332.16	.00		
Total GENERAL:					17,202.16	.00		
Total STREET IMPROVEMENT FUND:					17,202.16	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
68.502.02.299 OTHER CONTRACTUAL SERVICES								
V3 COMPANIES OF ILLINOIS	200014	0	200014	TWIN LAKES NATIVE AREA 2020 WINTER/SP	3,950.00	.00		042701
Total 68.502.02.299 OTHER CONTRACTUAL SERVICES:					3,950.00	.00		
68.502.02.399 OTHER SUPPLIES								
ROCA MILLER, ALYSSA	REIMB	0		RAIN BARREL REIMBURSEMENT; 25 S SUM	40.00	.00		042701
Total 68.502.02.399 OTHER SUPPLIES:					40.00	.00		
Total GENERAL:					3,990.00	.00		
Total STORMWATER BUYOUT FUND:					3,990.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
82.502.01.210 TELEPHONE								
CALL ONE	235813 4/20	0		Phone Service; 4/15-6/14/20	19.89	.00		042701
JESSEN, DENNIS	MARCH 2020	0		PERS DEVICE PHONE REIMB; MARCH 2020	24.99	.00		042701
JESSEN, DENNIS	MARCH 2020	0		USAGE REIMBURSEMENT; MARCH 2020	24.99	.00		042701
VENCHUS, THOMAS	MARCH 2020	0		PERS DEVICE PHONE REIMB; MARCH 2020	24.99	.00		042701
VENCHUS, THOMAS	MARCH 2020	0		USAGE REIMBURSEMENT; MARCH 2020	24.99	.00		042701
Total 82.502.01.210 TELEPHONE:					119.85	.00		
82.502.01.271 MAINT OF RADIO EQUIPMENT								
ILLINOIS COMMUNICATIONS SALES	37577	0		MAINTENANCE OF COMMUNICATION SYSTE	505.50	.00		042701
Total 82.502.01.271 MAINT OF RADIO EQUIPMENT:					505.50	.00		
82.502.01.301 UNIFORMS								
AVELAR, MIKE	MAY 2020	0		CY20 Uniform Allowance	450.00	.00		042701
BENES, GEORGE	MAY 2020	0		CY20 Uniform Allowance	225.00	.00		042701
DEEKE, JEFF	MAY 2020	0		CY20 Uniform Allowance	450.00	.00		042701
HESSEL, DALE	MAY 2020	0		CY20 Uniform Allowance	450.00	.00		042701
JESSEN, DENNIS	MAY 2020	0		CY20 Uniform Allowance	450.00	.00		042701
PILLAR, KENNETH	MAY 2020	0		CY20 Uniform Allowance	450.00	.00		042701
VENCHUS, THOMAS	MAY 2020	0		CY20 Uniform Allowance	450.00	.00		042701
Total 82.502.01.301 UNIFORMS:					2,925.00	.00		
82.502.01.321 PURCHASE OF WATER								
DUPAGE WATER COMMISSION	01-1900-00 FEB	0		WATER COSTS; MARCH 2020	220,166.03	.00		042701
Total 82.502.01.321 PURCHASE OF WATER:					220,166.03	.00		
82.502.02.293 LABORATORY TESTING								
ETP LABS INC	20-134412	0		COLIFORM SAMPLES; 02/2020	256.50	.00		042701
Total 82.502.02.293 LABORATORY TESTING:					256.50	.00		
82.502.02.354 WATER METERS								
CORE & MAIN	M081300	0		1" WATER METERS	2,256.00	.00		042701
Total 82.502.02.354 WATER METERS:					2,256.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
Total GENERAL:					226,228.88	.00		
Total WATER SUPPLY FUND:					226,228.88	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
83.502.01.101 SALARIES: FULL-TIME								
PADDOK PUBLICATIONS	46696	0		AD FOR MICHIGAN AVE BID	172.50	.00		042701
Total 83.502.01.101 SALARIES: FULL-TIME:					172.50	.00		
83.502.01.105 SALARIES: PART-TIME								
CONNECT SEARCH LLC	S1013378	0		TEMPORARY STAFF SERVICES	1,006.50	.00		042701
Total 83.502.01.105 SALARIES: PART-TIME:					1,006.50	.00		
83.502.01.210 TELEPHONE								
CALL ONE	235813 4/20	0		Phone Service; 4/15-6/14/20	19.89	.00		042701
Total 83.502.01.210 TELEPHONE:					19.89	.00		
83.502.01.301 UNIFORMS								
BENES, GEORGE	MAY 2020	0		CY20 Uniform Allowance	225.00	.00		042701
COULTER, DANIEL	MAY 2020	0		CY20 Uniform Allowance	450.00	.00		042701
HEIDEN, ALEX	MAY 2020	0		CY20 Uniform Allowance	450.00	.00		042701
KUBA, DAVID	MAY 2020	0		CY20 Uniform Allowance	450.00	.00		042701
SCHAEDEL, THOMAS	MAY 2020	0		CY20 Uniform Allowance	450.00	.00		042701
VECCHIONE, DOMINICK	MAY 2020	0		CY20 Uniform Allowance	450.00	.00		042701
Total 83.502.01.301 UNIFORMS:					2,475.00	.00		
83.502.02.299 OTHER CONTRACTUAL SERVICES								
FLOW TECHNICS	7923	0		REPAIR NATH THERMAL BREAKER	405.00	.00		042701
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:					405.00	.00		
83.502.02.399 OTHER SUPPLIES								
PRO SAFETY INC	2/869320	10045		12 GOGGLES	41.84	.00		042701
Total 83.502.02.399 OTHER SUPPLIES:					41.84	.00		
Total GENERAL:					4,120.73	.00		
Total WASTEWATER FUND:					4,120.73	.00		
Grand Totals:					342,172.65	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
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	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>84,274.26</u>
TIF 3 FUND - NORTH AVENUE	
Total TIF 3 FUND - NORTH AVENUE:	<u>264.00</u>
RECREATION FUND	
Total RECREATION FUND:	<u>1,409.32</u>
PARKS FUND	
Total PARKS FUND:	<u>4,655.83</u>
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	<u>27.47</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>17,202.16</u>
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	<u>3,990.00</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>226,228.88</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>4,120.73</u>
Grand Totals:	<u><u>342,172.65</u></u>

Amount Paid

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

DATE

APPROVED BY




Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "042701","WF042701"

Village Board of Trustees Agenda Item Report

Meeting Date: May 11, 2020

Submitted by: Mike Lay

Submitting Department: Police Department

Item Type: Ordinances

Agenda Section:

Subject:

First Reading of an Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending the Village of Villa Park's Municipal Code as it Relates to Parking Restrictions

Suggested Action:

With the creation of a new Village-owned parking lot at 110 S. Villa Avenue, and monitoring parking trends at existing parking lots on Park Boulevard and in other nearby areas, amendments to Village Code are recommended. Such changes include the imposition of overnight parking restrictions, relocation of certain handicapped zones, and the deletion and addition of certain no parking zones. It is also recommended that parking zones be established in order to allow for a vehicle to park in only one space within that zone for the time allotted during one twenty-four (24) hour period.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - Villa Business District Parking Changes](#)

[ORD - Villa Business Parking Amendments](#)

[EXISTING 2020 CONDITIONS: S. Villa Parking](#)

[PROPOSED 2020 CONDITIONS: S. Villa Parking](#)

Departmental Correspondence

Date: March 25, 2020
To: Rich Keehner, Jr., Village Manager
From: Michael Lay, Chief of Police
RE: Consider an ordinance change to modify parking restrictions in the Villa Business District

STATEMENT OF PROBLEM

The Village Board is requested to consider an amendment to Sections 206, 207 and 223: No parking zones of Chapter 14, as these sections apply to on-street parking and overnight parking regulations in the area of the Villa Business District.

INVESTIGATION

As a result of an increase in the need for parking for the visitors of the Villa Business District, the Village recently purchased a property, located at 110 S. Villa, that will be used to accommodate a large number of vehicles for parking. There are currently no parking regulations in place for this new municipal lot which will be free parking to the public. In order to keep the parking spaces available for business owners, employees and patrons no overnight parking should be permitted in this lot.

Within the last 1-2 years the Village created two new parking areas to assist with the demands for parking in the Villa Business District. These areas are located on the north side of Park Blvd. between Euclid and Villa and on the south side of Park between Villa and Oakland. These areas are commonly being used by tenants and/or guests of the nearby apartment due to no restrictions for overnight parking in place. In order to keep the parking spaces available for business owners, employees and patrons no overnight parking should be permitted in this lot.

In order to improve the safety of the area and with the addition of the new municipal lot there are other on-street parking modifications that have been suggested as listed below.

- Deletion of the following no parking zones:
 - Kenilworth Ave., north side, from Cortesi Ave. to a point one hundred twenty-one (121) feet west of the west right-of-way line of Myrtle Ave.
 - Kenilworth Ave., both sides, from Villa Ave. to Cortesi Ave.
 - Wildwood Ave., south side, from 145 feet west of Villa Ave., to Route 83
- Deletion of the following handicapped parking zone:
 - Kenilworth Ave., south side, from Myrtle Ave. to Cortesi Ave.
- Addition of the following no parking zones:
 - Kenilworth Ave., south side, from Myrtle Ave. to Villa Ave.
 - Kenilworth Ave., north side, from a point one hundred twenty-one (121) feet west of the west right-of-way line of Myrtle to Villa Ave.
 - Central Blvd., south side, from Villa Ave. to west curb of Myrtle Ave.

DEPARTMENTAL CORRESPONDENCE

- Wildwood Ave., south side, from Myrtle Ave. to Route 83
- Wildwood Ave., north side, from a point three hundred five (305) feet east of the east right-of-way line of Monterey Ave. to Route 83.

Timed parking limits are in place along Villa Ave. and Oualtine Ct for either three hours or thirty minutes. In addition to vehicles parking in excess of the allotted time limit, there are also occasions when a vehicle is found to be relocated in a different parking space in the same area in order to extend the amount of time it may be permitted to be parked there. The establishment of parking zones would prohibit a vehicle from being parked in a separate parking space to avoid being in violation of the time limit. The creation of parking zones for timed parking limit areas would permit a vehicle to be parked in any one space for the single time limit allotted during one twenty-four (24) hour period.

RECOMMENDATION

Staff recommends that the overnight parking restrictions at 110 S. Villa and on Park Blvd., along with the other modifications listed above be approved.

Ordinance No. _____

**AN ORDINANCE AMENDING THE MUNICIPAL CODE
OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the "*Village*") is a duly organized and validly existing 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, Section 11-208 of the Illinois Municipal Code (625 ILCS 5/11-208) authorizes municipalities to regulate the standing or parking of vehicles with respect to streets under their jurisdiction; and,

WHEREAS, the Village Staff has recommended to the President and Board of Trustees an amendment of Chapter 14 of the Villa Park Municipal Code regarding parking restrictions, specifically in sections dealing with overnight parking, no parking zones, time limit parking zones, and handicapped parking; and,

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have duly considered the recommendations of Village Staff and concur with said recommendations; and,

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to amend Chapter 14 of the Villa Park Municipal Code as more particularly set forth hereinafter;

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 recitals in the preambles to this Ordinance are incorporated into this Section 1 as if fully set forth herein.

Section 2. That Section 14-206, *Overnight parking prohibited*, of Chapter 14 of the Villa Park Municipal Code is hereby amended by deleting said section and replacing it with the following:

“(a) Between the hours of 2:00 a.m. and 6:00 a.m. it shall be unlawful for any person to park or leave parked a motor vehicle, trailer, or any other similar obstruction on any street or integrally connected parking area except for the purposes of facilitating street cleaning, snow removal, and police surveillance.

“(b) This section applies to the municipal parking lots located at the following places:

110 South Villa Avenue.

The north side of Park Boulevard between Euclid Avenue and Villa Avenue.

The south side of Park Boulevard between Villa Avenue and Oakland Avenue.”

Section 3. That subsection (c) of Section 14-207, *No parking zones*, of Chapter 14 of the Villa Park Municipal Code, as previously adopted, is hereby amended by deleting the following streets:

“*Kenilworth Avenue*, north side, from Cortesi Avenue to a point one hundred twenty-one (121) feet west of the west right-of-way line of Myrtle Avenue.”

“*Kenilworth Avenue*, both sides, from Villa Avenue to Cortesi Avenue.”

“*Wildwood Avenue*, south side, from 145 feet west of Villa Avenue to Route 83.”

Section 4. That subsection (c) of Section 14-207, *No parking zones*, of Chapter 14 of the Villa Park Municipal Code, as previously adopted, is hereby amended to add thereto the following streets:

“*Kenilworth Avenue*, south side, from Myrtle Avenue to Villa Avenue”

“*Kenilworth Avenue*, north side, from a point one hundred twenty-one (121) feet west of the west right-of-way line of Myrtle Avenue to Villa Avenue”

“*Central Boulevard*, south side, from Villa Avenue to west curb of Myrtle Avenue”

“*Wildwood Avenue*, south side, from Myrtle Avenue to Route 83.”

“*Wildwood Avenue*, north side, from a point three hundred five (305) feet east of the east right-of-way line of Monterey Avenue to Route 83.”

Section 5. That Section 14-207.5, *Establishment of parking zones*, of Chapter 14 of the Villa Park Municipal Code is hereby created and shall read as follows:

“(a) Time limit parking zones may be established by ordinance passed by the Village Board. Parking time limits shall be restricted uniformly across all parking spaces within these parking zones. Parking zones shall have the same time limits as the time limits for the parking spaces within that parking zone. These time limits shall be posted on appropriate signs.”

“(b) If any vehicle remains parked in any parking space or parking zone beyond the applicable parking time limit, it shall constitute illegal parking and the vehicle shall be considered parked overtime.”

Section 6. That Section 14-223, *Designated parking spaces for the handicapped*, of Chapter 14 of the Villa Park Municipal Code, as previously adopted, is hereby amended by deleting the following street:

“*Kenilworth Avenue*, south side, from Myrtle Avenue to Cortesi Avenue.”

Section 7. That the Village Manager is hereby directed to instruct the Public Works Department to install the appropriate signage as required by the provisions of this ordinance.

Section 8. This Ordinance shall be in full force and effect immediately from and after its passage and approval according to law.

Passed this ____ day of _____, 2020, pursuant to a roll call vote as follow:

AYES:

NAYS:

ABSENT:

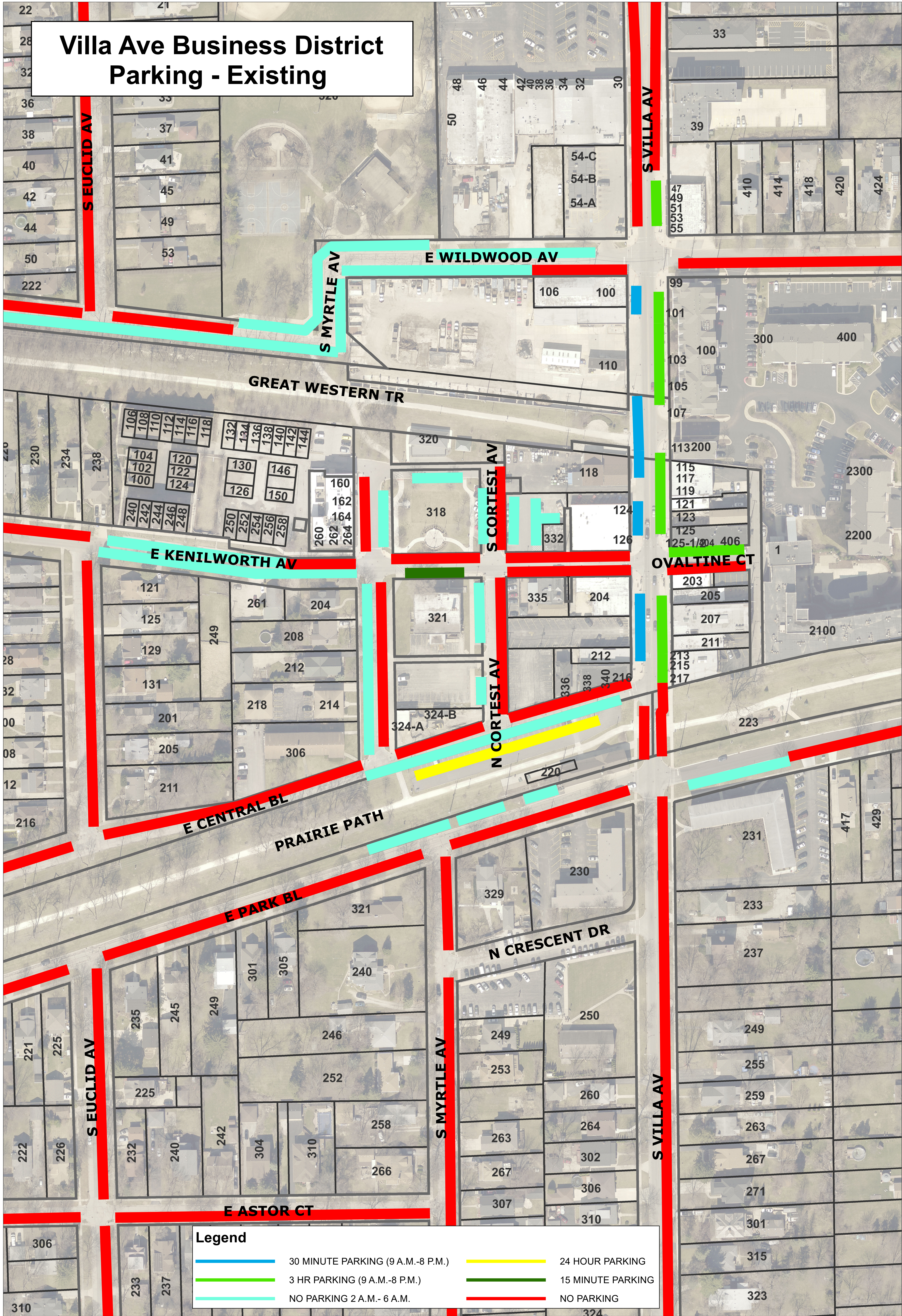
Approved this ____ day of _____, 2020.

Village President

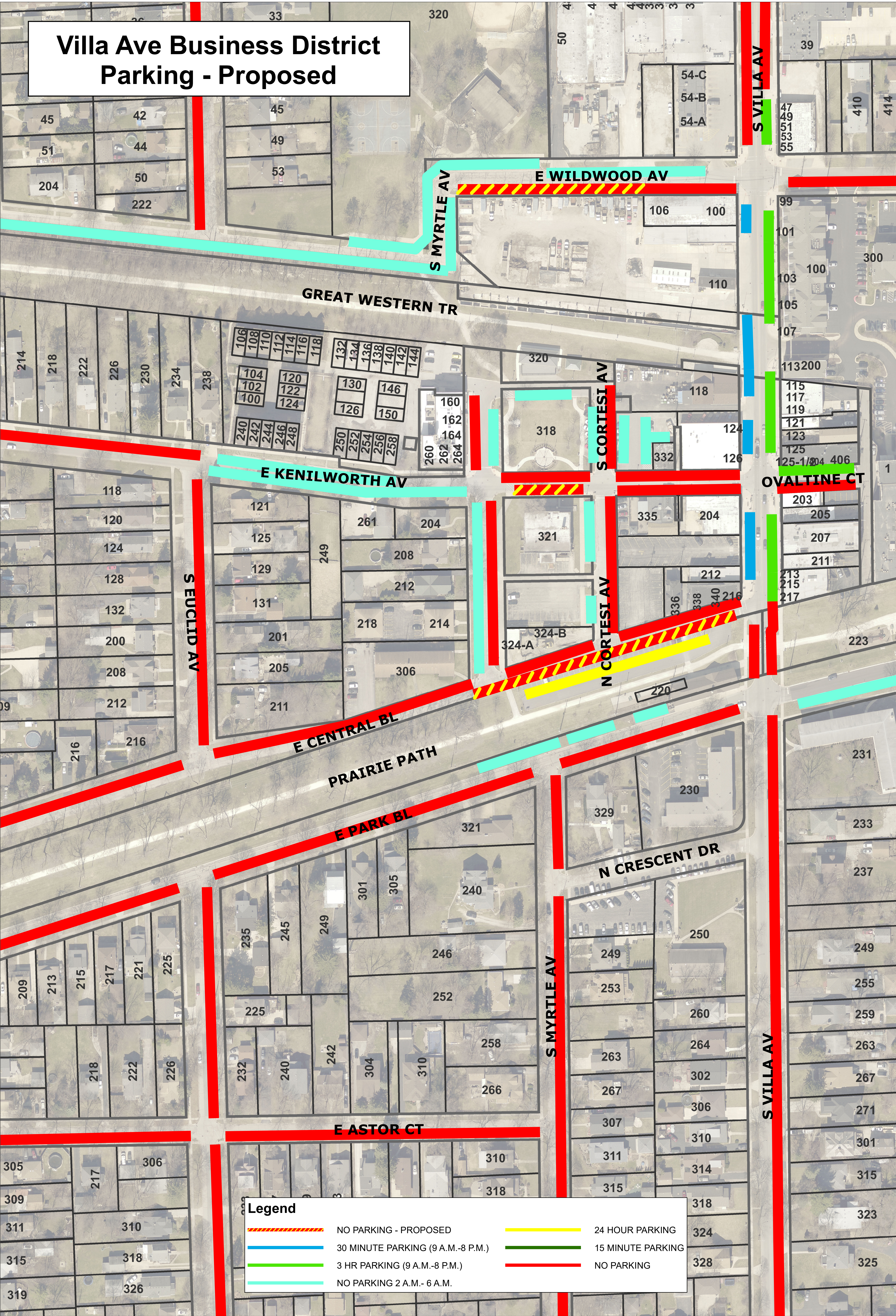
Attest:

Village Clerk

Villa Ave Business District
Parking - Existing



Villa Ave Business District Parking - Proposed



Legend

NO PARKING - PROPOSED

30 MINUTE PARKING (9 A.M.-8 P.M.)

3 HR PARKING (9 A.M.-8 P.M.)

NO PARKING 2 A.M.- 6 A.M.

24 HOUR PARKING

15 MINUTE PARKING

NO PARKING

Village Board of Trustees Agenda Item Report

Meeting Date: May 11, 2020

Submitted by: Patrick Grill

Submitting Department: Community Development

Item Type: Ordinances

Agenda Section:

Subject:

Second and Final Reading of an Ordinance Amending Appendix C of the Village Code of the Village of Villa Park, DuPage County, Illinois by Deleting Section 6.4.7.A.3 and Making a Separate Use for Currency Exchanges Under New Section 6.4.7.C

Suggested Action:

A petitioner is seeking to move his Currency Exchange business into Villa Park, but not into an industrial district as is required by Village Code. The proposed code amendment considers currency exchanges as separate uses, rather than being associated with uses such as pawn shops, title loan offices, payday loan offices, and cash for gold locations. At its regular meeting on April 9, 2020, following a public hearing in which one person spoke in support of the request, the Zoning & Planning Commission voted unanimously to recommend a text amendment making Currency Exchanges a permitted use in the C-3 Service Business District only.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - Currency Exchange Zoning 4.2020](#)

[ZP 4.9.20 Unapproved Minutes](#)

[ORD - Text Amendment - Currency Exchange Zoning](#)



Village of Villa Park

40 W Home Avenue, Villa Park, Illinois 60181-2696

COMMUNITY DEVELOPMENT DEPARTMENT
Director • Patrick M. Grill, AICP

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

MEMORANDUM

TO: Village Manager Keehner

FROM: Community Development Director Patrick Grill

DATE: April 15, 2020

RE: **Petition PZ-20-0004 Text Amendment making Currency Exchanges a separate use, and amending Table 6-1 making Currency Exchanges a permitted use in the C-3 District**

BACKGROUND

This item is a request from a potential business owner who would like to move his currency exchange business into Villa Park, but not in an industrial district as required by Code. I have attached the letter for your edification.

Staff did a search of other communities and could not find one that prohibited currency exchanges in most of their commercial districts. In reading the full request, Staff found a compelling argument to consider amending the code to view currency exchanges as a separate use rather than being associated with uses such as pawnshops, title loan offices, payday loan offices and cash for gold locations.

On April 9th, 2020, following a public hearing in which no one spoke in opposition, the Planning & Zoning Commission unanimously recommended approval of this text amendment to revise Section 6.4.7. by deleting 6.4.7.A.3. and making a separate use under a new Section 6.4.7.C. that reads as follows:

Currency exchanges (as defined in 205 ILCS 405/1) and check cashing facilities that are primarily engaged in the business of cashing checks, drafts, money orders or traveler's checks, exchanging currency, notarizing documents, selling vehicle license tags or transmitting money within the United States or overseas by any means for a fee. A business primarily engages in the business of cashing checks, drafts, money orders or traveler's checks, exchanging currency, notarizing documents, selling vehicle tags or transmitting money if fifty (50) percent or more of its business transactions during any month involve the aforesaid activities.

And also to add Currency Exchanges as a permitted use in the C-3 zoning district under Table 6-1 of the Zoning Ordinance.

PLANNING & ZONING ACTION:

Majority of quorum.

 5 AYES, 0 NAYS

REQUESTED ACTION:

If the Village Board finds in support of this text amendment, they should approve the attached ordinance.

VILLAGE BOARD VOTE REQUIRED:

Two-thirds of all members of the Village Board.

 AYES, NAYS

IN RE THE MATTER OF:)
)
Text Amendment to Section 6.4.7)
Making Currency Exchanges a)Petition PZ-20-0004
separate use; and a Text)
Amendment to Table 6.1 making)
Currency Exchanges a permitted)
use in the C-3 District.)

REPORT OF PROCEEDINGS HAD and testimony taken before the VILLAGE OF VILLA PARK PLANNING AND ZONING COMMISSION, taken at the Villa Park City Hall, 20 S. Ardmore Avenue, Villa Park, Illinois, before JANET L. HAYDEN, C.S.R., License #084-004484, a Notary Public qualified and commissioned for the State of Illinois.

1 BOARD MEMBERS PRESENT:

2 MR. JASON JARRETT, Chairman

3 MR. ED HOFSTRA

4 MR. JACK LANENGA

5 MR. MIKE ORLOWSKI

6 MR. DOMINICK ROMANO

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9 ALSO PRESENT:

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11 Mr. Patrick Grill, Director of
12 Community Development
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1 COMMISSIONER JARRETT: All right. The next agenda
2 item is Petition PZ-20-0004, Text Amendment to Section
3 6.4.7 making currency exchanges a separate use; and a
4 Text Amendment to Table 6.1 making currency exchanges a
5 permitted use in the C-3 District. Petitioner, Village
6 of Villa Park. The same as the Village is the
7 applicant in this instance.

8 Patrick, do you have any comments at
9 this time?

10 MR. GRILL: Well, we did talk about this at the
11 meeting last month generally, because this was -- the
12 Zoning and Planning Commission wanted to see this.
13 Staff prepared the language that had to be modified in
14 the ordinance, and provided it in the staff memo of
15 April 3rd. What this does is that it makes currency
16 exchanges a permitted use only in C-3 Districts, and it
17 modifies Table One to indicate that. With that I would
18 answer any questions the Commission would have.

19 COMMISSIONER JARRETT: All right. Public
20 participation or questions? Yes, go ahead.

21 MR. SHLENSKY: Justin Shlensky. 436 North Fulton.
22

1 JUSTIN SHLENSKY,
2 having been first duly sworn, testified as follows:

3 I believe all or most of you were in
4 attendance at the last PZ meeting where I stood before
5 you on behalf of my client with a current currency
6 exchange in Elmhurst seeking to move to essentially
7 what is currently a C-3 District -- or rather a
8 location within the C-3 District within Villa Park on
9 North Avenue.

10 The current code or rather the ordinance
11 only permits currency exchanges in a broader sense
12 along with other financial service providers in the
13 manufacturing districts, which are really on the
14 outskirts of the jurisdiction of Villa Park, or select
15 areas that are not directly on North Avenue or
16 Roosevelt. They're kind of seldom and far -- few and
17 far between.

18 My client is strictly a currency
19 exchange, as noted at the last meeting. They provide
20 title transfer services, but they do not provide loans
21 of any sort. It is simply cash exchange for a check or
22 some other form of currency along with just title

1 transfers themselves. They have a lease set in place
2 right now conditioned upon the approval of this change
3 by Planning and Zoning, likewise onto the board of
4 trustees subsequent to Planning and Zoning's approval
5 approval of such, should you approve such.

6 I'm happy to answer any questions on
7 behalf of my client, but I think that this -- some of
8 this was addressed at the last meeting. So, I thank
9 you again for your consideration and for your input
10 during the last Planning and Zoning meeting to craft a
11 change to the language that was proposed.

12 I proposed certain language. You guys
13 wanted to modify that. My client is absolutely
14 comfortable with the modified language that Staff has
15 diligently crafted for you. So, if there's any
16 questions with regard to my client or the, you know,
17 some rationale therein, I'd be happy to answer those.
18 So, thank you for your time and consideration.

19 COMMISSIONER JARRETT: Thank you. Okay.
20 Questions from the Commission? All right. Seeing
21 none. I assume there's no closing comments from
22 Patrick?

1 MR. GRILL: Other than, you know, for the sake of
2 brevity and everything, if you just wanted to make your
3 recommendation based on the Staff memo of April 3rd,
4 2020, you could do that.

5 COMMISSIONER JARRETT: I was going to recommend
6 the same thing. There are quite a few words in that.
7 All right. With that we'll move to close the public
8 hearing. Move into discussion by Commission members.
9 Any discussion? I think we were all in favor at the
10 time, and the changes that we were looking for which
11 were minor seem to have been worked in here. So,
12 entertain a motion.

13 COMMISSIONER HOFSTRA: Motion to approve the
14 recommendation based on the April 3rd memo from Staff.

15 COMMISSIONER ORLOWSKI: I'll second that motion.

16 COMMISSIONER JARRETT: All right. We have a
17 motion and a second. Questions or comments on the
18 motion? All right. Roll call vote. Hofstra?

19 COMMISSIONER HOFSTRA: Yes.

20 COMMISSIONER JARRETT: Orłowski?

21 COMMISSIONER ORLOWSKI: Yes.

22 COMMISSIONER JARRETT: Romano?

1 COMMISSIONER ROMANO: Yes.

2 COMMISSIONER JARRETT: Lanenga?

3 COMMISSIONER LANENGA: Yes.

4 COMMISSIONER JARRETT: And I, too, vote yes. With
5 that our recommendation will pass to the Village board.

6

7 (Whereupon, the public hearing was concluded.)

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1 | STATE OF ILLINOIS)
 |) SS.

2 | COUNTY OF DU PAGE)

4 I, Janet Hayden, C.S.R., duly qualified
5 and commissioned for the State of Illinois, County of
6 DuPage, do hereby certify that at the request of the
7 Village of Villa Park Planning and Zoning Commission,
8 subject to the usual terms and conditions of County
9 Court Reporters, Inc., reported in shorthand the
10 proceedings had and testimony taken at the public
11 hearing of the above-entitled cause, and that the
12 foregoing transcript is a true, correct, and complete
13 report of the entire testimony so taken at the time and
14 place hereinabove set forth.

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Janet Hayden

Janet Hayden

CSR License #084-004483



A above-entitled 8:11 absolutely 5:13 addressed 5:8 agenda 3:1 ahead 3:20 Amendment 1:5 1:6 3:2,4 answer 3:18 5:6 5:17 applicant 3:7 approval 5:2,4,5 approve 5:5 6:13 April 1:11 3:15 6:3,14 Ardmore 1:16 areas 4:15 assume 5:21 attendance 4:4 Avenue 1:16 4:9 4:15	City 1:15 client 4:5,18 5:7 5:13,16 close 6:7 closing 5:21 code 4:10 comfortable 5:14 comments 3:8 5:21 6:17 Commission 1:2 1:10,15 3:12 3:18 5:20 6:8 8:7 commissioned 1:19 8:5 COMMISSIO... 3:1,19 5:19 6:5 6:13,15,16,19 6:20,21,22 7:1 7:2,3,4 Community 2:11 complete 8:12 concluded 7:7 conditioned 5:2 conditions 8:8 consideration 5:9,18 correct 8:12 County 8:2,5,8 Court 8:9 craft 5:10 crafted 5:15 CSR 8:18 currency 1:5,7 3:3,4,15 4:5,11 4:18,22 current 4:5,10 currently 4:7	directly 4:15 Director 2:10 discussion 6:8,9 District 1:7 3:5 4:7,8 districts 3:16 4:13 DOMINICK 2:6 DU 8:2 duly 4:2 8:4 DuPage 8:6	happy 5:6,17 Hayden 1:17 8:4 8:18 hearing 1:10 6:8 7:7 8:11 hereinabove 8:14 Hofstra 2:3 6:13 6:18,19	loans 4:20 location 4:8 looking 6:10
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B based 6:3,14 behalf 4:5 5:7 believe 4:3 board 2:1 5:3 7:5 brevity 6:2 broader 4:11	C C-3 1:7 3:5,16 4:7,8 C.S.R 1:17 8:4 call 6:18 cash 4:21 cause 8:11 certain 5:12 certify 8:6 Chairman 2:2 change 5:2,11 changes 6:10 check 4:21	F far 4:16,17 favor 6:9 financial 4:12 first 4:2 follows 4:2 foregoing 8:12 form 4:22 forth 8:14 Fulton 3:21	J JACK 2:4 Janet 1:17 8:4 8:18 JARRETT 2:2 3:1,19 5:19 6:5 6:16,20,22 7:2 7:4 JASON 2:2 jurisdiction 4:14 Justin 3:21 4:1	N North 3:21 4:9 4:15 Notary 1:18 noted 4:19
C C-3 1:7 3:5,16 4:7,8 C.S.R 1:17 8:4 call 6:18 cash 4:21 cause 8:11 certain 5:12 certify 8:6 Chairman 2:2 change 5:2,11 changes 6:10 check 4:21	D Development 2:11 diligently 5:15	G generally 3:11 go 3:20 going 6:5 Grill 2:10 3:10 6:1 guys 5:12	K kind 4:16 know 5:16 6:1	O Okay 5:19 ordinance 3:14 4:10 Orlowski 2:5 6:15,20,21 outskirts 4:14
		H Hall 1:16	L L 1:17 Lanenga 2:4 7:2 7:3 language 3:13 5:11,12,14 lease 5:1 License 1:17 8:18 likewise 5:3	P P.M 1:11 PAGE 8:2 Park 1:1,14,15

1:16 3:6 4:8,14 8:7 participation 3:20 pass 7:5 Patrick 2:10 3:8 5:22 permits 4:11 permitted 1:7 3:5,16 Petition 1:5 3:2 Petitioner 3:5 place 5:1 8:14 Planning 1:2,10 1:14 3:12 5:3,4 5:10 8:7 prepared 3:13 PRESENT 2:1,9 proceedings 1:13 8:10 proposed 5:11 5:12 provide 4:19,20 provided 3:14 providers 4:12 public 1:10,18 3:19 6:7 7:7 8:10 PZ 4:4 PZ-20-0004 1:5 3:2	recommendati... 6:3,14 7:5 regard 5:16 report 1:13 8:13 reported 8:9 Reporters 8:9 request 8:6 right 3:1,19 5:2 5:20 6:7,16,18 Roll 6:18 Romano 2:6 6:22 7:1 Roosevelt 4:16	T Table 1:6 3:4,17 taken 1:14,15 8:10,13 talk 3:10 terms 8:8 testified 4:2 testimony 1:13 8:10,13 Text 1:5,6 3:2,4 thank 5:8,18,19 thing 6:6 think 5:7 6:9 time 3:9 5:18 6:10 8:13 title 4:20,22 transcript 8:12 transfer 4:20 transfers 5:1 true 8:12 trustees 5:4	Y Z Zoning 1:2,10,15 3:12 5:3,10 8:7 Zoning's 5:4	
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			7 7:30 1:11	
			8 9 9 1:11	

Ordinance No. _____

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE
VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS DELETING 6.4.7.A.3 AND
MAKING A SEPARATE USE FOR CURRENCY EXCHANGES UNDER NEW SECTION 6.4.7.C**

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 filed an application requesting a text amendment to Appendix C adding additional provisions to the Zoning Ordinance of the Village of Villa Park (the “*Zoning Ordinance*”) pertaining to currency exchanges; and,

WHEREAS, a Notice of a Public Hearing on the proposed text amendment was published on March 24, 2020, in the *Daily Herald*, a newspaper having general circulation within the Village, all as required by State statutes and the ordinances of the Village; and,

WHEREAS, pursuant to said notice, the Zoning and Planning Commission of the Village conducted a public hearing on April 9, 2020, on said text amendment in accordance with State statutes and the ordinances of the Village; and,

WHEREAS, the Zoning and Planning Commission found that the text amendment met the standards in Section 11.2 of the Zoning Ordinance and recommended that the amendment be granted; and,

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

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

Ordinance No.: _____

Section 1. Article 6.4.7., Appendix C-Basic Zoning Code of the Villa Park Municipal Code is hereby amended by deleting 6.4.7.A.3. and making a separate use under a new Section 6.4.7.C. that reads as follows:

Currency exchanges (as defined in 205 ILCS 405/1) and check cashing facilities that are primarily engaged in the business of cashing checks, drafts, money orders or traveler's checks, exchanging currency, notarizing documents, selling vehicle license tags or transmitting money within the United States or overseas by any means for a fee. A business primarily engages in the business of cashing checks, drafts, money orders or traveler's checks, exchanging currency, notarizing documents, selling vehicle tags or transmitting money if fifty (50) percent or more of its business transactions during any month involve the aforesaid activities.

Section 2. Table 6-1, Appendix C-Basic Zoning Code of the Villa Park Municipal Code is hereby amended by adding Currency Exchanges as a permitted use in the C-3 Zoning District.

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

Passed this _____ day of _____, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2020.

Village President

Attest:

Village Clerk

Village Board of Trustees Agenda Item Report

Meeting Date: May 11, 2020

Submitted by: Kelly Kuechle

Submitting Department: Village Board

Item Type: Ordinances

Agenda Section:

Subject:

Second and Final Reading of an Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Chapter 2, Section 2-406 of the Municipal Code Related to First Reading of Ordinances

Suggested Action:

Village Code currently dictates that anytime a modification to code is recommended, such action must be taken in two separate readings by the Village Board during a public meeting. The proposed ordinance modification allows some flexibility in the passage of ordinances for codification, allowing the Board to waive the requirement of a second reading if a majority votes in favor of such action. This may be helpful with general housekeeping items, for example, the occasion in which Village Code must be modified in accordance with State Code.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[ORD - Option to Waive Second Reading](#)

Ordinance No. _____

**AN ORDINANCE AMENDING THE MUNICIPAL CODE
OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS**

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, Chapter 2, Section 2-406 of the Municipal Code of Villa Park establishes the order of business for all regular meetings of the President and Board of Trustees of the Village;

WHEREAS, after a review of the procedures, the President and Board of Trustees have determined that it is in the best interests of the Village and its residents to amend Chapter 2, Section 2-406 of the Villa Park Municipal Code to permit some flexibility in the passage of ordinances to be codified 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, Section 2-406 of the Villa Park Municipal Code is hereby amended by deleting Section 2-406(b)(7) and replacing it with the following:

“(7) First reading on ordinances to be codified for purposes of introduction with no vote, unless waived by majority vote of the Village Board.”

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

Ordinance No.: _____

Passed this _____ day of _____, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2020.

Village President

Attest:

Village Clerk

Village Board of Trustees Agenda Item Report

Meeting Date: May 11, 2020

Submitted by: Kelly Kuechle

Submitting Department: Village Board

Item Type: Ordinances

Agenda Section:

Subject:

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 emergencies. 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 4145, approved by the Village Board on April 27, 2020, until such time that the Village Board can reconvene in an open meeting.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[ORD - Exec Powers - COVID-19](#)

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, hundreds 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

Ordinance No.: _____

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 4, 2020, there were 1,202,055 confirmed cases in the United States and 69,159 deaths; and

WHEREAS, as of May 4, 2020, there were 63,840 confirmed cases of COVID-19 in Illinois and 3,743 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 in the near future; 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 – 8-3-08 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.

Ordinance No.: _____

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.

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.

Ordinance No.: _____

APPROVED this ____day of _____, 2020, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

Albert Bulthuis, Village President
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
This _____ day of _____, 2020

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

Village Board of Trustees Agenda Item Report

Meeting Date: May 11, 2020

Submitted by: Kelly Kuechle

Submitting Department: Village Manager's Office

Item Type: Ordinances

Agenda Section:

Subject:

Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a First Amendment to the Redevelopment Agreement by and between the Village of Villa Park and Kenilworth Townhomes, LLC

Suggested Action:

On March 25, 2019, the Village Board approved a redevelopment agreement with Kenilworth Townhomes LLC for the development of the property on Kenilworth Avenue just west of Cortesi Veterans Memorial Park. The Developer has requested the \$50,000 incentive payment for the completion of the first two townhomes with certificates of occupancy. The Village is unable to fulfill this request as the Redevelopment Agreement has specific dates that have not been met. Staff recommends amending certain dates within the Redevelopment Agreement so that they are more realistic, which would provide the Developer encouragement to keep moving this important development forward in a timely manner.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - Kenilworth RDA First Amendment](#)

[Certificate of Occupancy 126](#)

[Certificate of Occupancy 130](#)

[First Amendment Kenilworth RDA 5.2020](#)

[ORD - First Amendment Kenilworth Townhomes RDA](#)



Office of the Village Manager

Village of Villa Park

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

MEMORANDUM

TO: President Bulthuis Clerk Korynecky
Trustee Cilella Trustee Cuzzone
Trustee Murphy Trustee Patrick
Trustee Tucker Trustee Wagner

FROM: Village Manager Rich Keehner, Jr.

DATE: May 7, 2020

RE: Kenilworth Townhomes LLC Redevelopment Agreement

On March 25, 2019, the Village Board approved a redevelopment agreement with Kenilworth Townhomes LLC for the development of the property on Kenilworth Avenue just west of Cortesi Veterans Memorial Park. This vacant property had been in receivership for five years prior to the agreement, and would not have been pursued without the possibility of financial assistance provided by the TIF.

Per the Redevelopment Agreement, The Developer of the Kenilworth Townhomes Project has requested the \$50,000 incentive payment based upon constructing and selling two condominiums by April 2020. According to the executed agreement between Kenilworth Townhomes LLC and the Village, the target date for the construction and receipt of temporary occupancy permits for the first two townhomes is December 31, 2019. However, the Developer not only constructed and received temporary occupancy permits but sold the two units as well. By amending the established incentive dates to a more realistic schedule, the Village will encourage successful and timely completion of the redevelopment project.

The three key dates used in the Redevelopment Agreement to incentivize the Developer to move forward in a timely manner include:

1. December 31, 2019: Completion of construction and receipt of temporary occupancy permits for the first two townhomes (reimbursement of \$50,000 of project costs).
2. December 31, 2020: Completion of construction and receipt of certificates of occupancy for no less than 14 townhomes: Completion of construction and receipt of certificates of occupancy for no less than 14 townhomes (to be reimbursed the lesser of 25% of project costs or \$800,000 as funds are available).
3. December 31, 2021: Project completion and certificates of occupancy for all 16 townhomes (reimbursement of \$50,000 of project costs).

Due to the current Disaster Proclamation of Illinois Governor JB Pritzker on March 9, 2020 and the economic downturn resulting from the disaster caused by the COVID-19 pandemic, it is necessary to extend the time for the Developer to complete the project. Staff wishes to encourage the project's momentum, as we are very excited to witness the project come to life and are pleased with its progress. The proposed revised dates of the project's three key milestones are:

1. December 31, 2019 to May 1, 2020 (2 townhomes - reimbursement of \$50,000 of project costs).
2. December 31, 2020 to May 1, 2021 (14 townhomes - reimbursement of \$50,000 of project costs).

Staff recommends approval of the first amendment to the Redevelopment Agreement to continue momentum on this long-anticipated project.

If approved, the Village will issue Kenilworth Townhomes LLC a payment of \$50,000 from Kenilworth TIF 5 Contractual Services Account number 27.502.01.299.

VILLAGE OF VILLA PARK
DUPAGE COUNTY, ILLINOIS

Certificate of Occupancy

Certificate of Occupancy No. PRNC201902044

Date Issued: 04/16/2020

This building, as described below, has been inspected for compliance with the requirements of the 2009 Residential Code, promulgated by the International Code Council for occupancy, division of occupancy, and the use for which the proposed occupancy is classified.

Building Address: 126 S Myrtle Ave, Villa Park, IL 60181

Pin No. 06-10-107-128

Property Description: New 2-Bedroom Townhome

Property Owner: Kenilworth Townhomes LLC

Applicable Conditions:

Notes:



Patricia M. Hull

Village of Villa Park Building Official

It is unlawful to occupy or use this building, except as herein specified. If it is desired to change the kind of occupancy or use of this building to a purpose other than specified herein, a new certificate must be secured from the Building Official.

VILLAGE OF VILLA PARK
DUPAGE COUNTY, ILLINOIS

Certificate of Occupancy

Certificate of Occupancy No. PRNC201902054

Date Issued: 04/16/2020

This building, as described below, has been inspected for compliance with the requirements of the 2009 Residential Code, promulgated by the International Code Council for occupancy, division of occupancy, and the use for which the proposed occupancy is classified.

Building Address: 130 S Myrtle Ave, Villa Park, IL 60181

Pin No. 06-10-107-126

Property Description: New 3-Bedroom Townhouse

Property Owner: Kenilworth Townhomes LLC

Applicable Conditions:

Notes:



Village of Villa Park Building Official

It is unlawful to occupy or use this building, except as herein specified. If it is desired to change the kind of occupancy or use of this building to a purpose other than specified herein, a new certificate must be secured from the Building Official.

**FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT
BY AND BETWEEN THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS
AND KENILWORTH TOWNHOMES, LLC**

THIS FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT (the “*First Amendment*”) to the Redevelopment Agreement dated March 21, 2019 (the “*Original Agreement*”) between the Village of Villa Park, DuPage County, Illinois, an Illinois municipal corporation (the “*Village*”) and Kenilworth Townhomes LLC, an Illinois limited liability company (the “*Developer*”) is entered into this ____ day of May, 2020.

W I T N E S S E T H:

WHEREAS, the Village is a non-home-rule unit of local government organized under the Constitution of the State of Illinois of 1970 and the laws of this State and as such has authority to promote the health, safety and welfare of the Village and its citizens; authority to encourage private investment in industry, business and housing in order to enhance the tax base of the Village; authority to ameliorate blight; and, authority to enter into contractual agreements with third persons to achieve these purposes; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the President and Board of Trustees of the Village (collectively, the “*Corporate Authorities*”) adopted a redevelopment plan for a designated area consisting of approximately 23 acres to be known as the Kenilworth Redevelopment Project Area (the “*Redevelopment Project Area*”) which area qualified as a “blighted area” under the TIF Act; and,

WHEREAS, the Developer purchased approximately one (1) acre of real estate bordered by the Great Western Trail to the north, 160-260 South Myrtle building to the east, E. Kenilworth Ave. to the south and the first phase of the Kenilworth Park Townhomes to the west

(the “*Subject Property*”), which Subject Property is located in the Redevelopment Project Area, and thereafter submitted a proposal to the Village to develop sixteen (16) townhomes on the Subject Property which development when completed would require an investment of approximately \$4,700,000; and,

WHEREAS, the Developer requested financial assistance from the Village in order to proceed with the development of the townhomes (the “*Project*”) due to the extraordinary costs to be incurred for the Project; and, after review of the proposal and request, the Corporate Authorities deemed construction of the Project to be in the best interests of the residents of the Village as the Project would further the Redevelopment Plan for the Redevelopment Project Area; and,

WHEREAS, the Corporate Authorities entered into the Original Agreement providing the reimbursement of certain eligible redevelopment project costs as permitted pursuant to the TIF Act (“*Redevelopment Project Costs*”) upon completion of specific phases of the Project; and,

WHEREAS, due to the current Disaster Proclamation of Illinois Governor J.B. Pritzker on March 9, 2020 and the economic downturn resulting from the disaster caused by the coronavirus pandemic, it is necessary to extend the time for the Developer to complete the Project, all as hereinafter provided.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Developer do hereby agree as follows:

ARTICLE I

RECITALS PART OF AGREEMENT

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully restated in this Article I.

ARTICLE II

AMENDMENTS TO THE ORIGINAL AGREEMENT

A. Pursuant to Section 4.2A of the Original Agreement, the Developer was to have completed construction and received a certificate of occupancy on or before December 31, 2019, for no less than two (2) townhomes in order to receive reimbursement of \$50,000 for eligible Redevelopment Project Costs. It is hereby acknowledged that two (2) townhomes have now been completed and reimbursement of \$50,000 may now be made.

B. Paragraph 4.2B of the Original Agreement is hereby amended to read as follows:

“4.2B. Section 2.1H of the Original Agreement requires the Developer to complete construction of the entire Project and receive certificates of occupancy for all sixteen (16) townhomes by May 1, 2022. If the Developer completes the fourteen (14) townhomes and receives certificates of occupancy for fourteen (14) townhomes by May 1, 2021, so long as no notice of default has been issued pursuant to Section 7.6 of the Original Agreement, the Village agrees to reimburse the Developer for Project Costs that qualify as eligible Redevelopment Project Costs in an amount not to exceed \$50,000 solely from Incremental Taxes on deposit in the STAF, subject to the terms and conditions set forth in Section

4.2 of the Original Agreement and in accordance with the procedure required to establish a right of reimbursement as set forth in Section 4.4 of the Original Agreement.”

C. All of the other terms of the Original Agreement are hereby affirmed and incorporated herein as if restated in their entirety.

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

Village of Villa Park, DuPage County, a municipal corporation of the State of Illinois

By: _____
Village President

Attest:

Village Clerk

Kenilworth Townhomes LLC,
an Illinois limited liability company

By: _____
President

Attest:

Secretary

Developer

Attest:

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
APPROVING A FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT BY AND
BETWEEN THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS
AND KENILWORTH TOWNHOMES LLC**

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 its powers and in accordance with the requirements of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the President and Board of Trustees of the Village (collectively, the “*Corporate Authorities*”), pursuant to Ordinance Nos. 3823, 3824, and 3825, respectively, adopted on September 22, 2014, approved a Redevelopment Plan and Program (the “*Redevelopment Plan*”) setting forth a plan for the development, redevelopment and revitalization of an area designated as the Kenilworth Redevelopment Project Area (the “*Redevelopment Project Area*”); and adopted tax increment allocation financing for the Redevelopment Project Area; and,

WHEREAS, Kenilworth Townhomes LLC, an Illinois limited liability company (the “*Developer*”) submitted a proposal to the Village to acquire approximately 1 acre of real estate bordered by the Great Western Trail to the north, 160-260 South Myrtle building to the east, E. Kenilworth Avenue to the south and the first phase of the Kenilworth Park Townhomes to the west (the “*Subject Property*”) and thereafter to construct 16 townhomes, undertake necessary site improvements, including utility, sidewalks and landscaping, and provide ingress and egress to the Subject Property from Kenilworth Avenue (the “*Project*”); and,

WHEREAS, the Developer has advised the Village that the ability to undertake the Project required financial assistance from the Village for certain improvements that would be incurred in connection with the Project, which costs would constitute “Redevelopment Project Costs” as such term is defined in the TIF Act; and,

WHEREAS, the Corporate Authorities after review of the Project, determined it to be in the best interests of the Village and its residents for the Village to reimburse the Developer for certain eligible Redevelopment Project Costs and entered into a Redevelopment Agreement with the Developer; and,

WHEREAS, due to circumstances beyond the control of the Developer, certain terms and conditions pertaining to the time to complete the Project as set forth in the Redevelopment Agreement must be amended as provided in the First Amendment to the Redevelopment Agreement attached hereto.

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 First Amendment to the Redevelopment Agreement by and between the Village of Villa Park, DuPage County, Illinois and Kenilworth Townhomes LLC, attached hereto and made a part hereof, is hereby approved and the President, Village Clerk, and Village Manager are hereby authorized to execute and deliver and undertake any and all actions as may be required to implement the terms of the Redevelopment Agreement on behalf of the Village.

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 _____, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this ____ day of _____, 2020.

Village President

Attest:

Village Clerk

PUBLISHED IN PAMPHLET FORM THE FOLLOWING:

ORDINANCE NO. 4075

TITLED:

**An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a
Redevelopment Agreement by and between the Village of Villa Park and
Kenilworth Townhomes LLC**

**HOSANNA KORYNECKY
VILLAGE CLERK
VILLAGE OF VILLA PARK**

STATE OF ILLINOIS)) ss
COUNTY OF DU PAGE)

I, Hosanna Korynecky, Village Clerk of the Village of Villa Park, Illinois, DO HEREBY CERTIFY that as such Village Clerk and keeper of the records of the Village of Villa Park, that the foregoing is a true and duplicate original of:

4075 – ORDINANCE OF THE VILLAGE OF VILLA PARK,
DUPAGE COUNTY, ILLINOIS, APPROVING A
REDEVELOPMENT AGREEMENT BY AND BETWEEN THE
VILLAGE OF VILLA PARK AND KENILWORTH
TOWNHOMES LLC

Passed on and approved by the President and Board of Trustees of the Village of Villa Park on:

Dated March 25, 2019

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal this 25th day of March, 2019.

Seal




Hosanna Korynecky, Clerk
Village of Villa Park

Ordinance No. 4075

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF VILLA PARK AND KENILWORTH TOWNHOMES LLC**

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 its powers and in accordance with the requirements of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the President and Board of Trustees of the Village (collectively, the “*Corporate Authorities*”), pursuant to Ordinance Nos. 3823, 3824, and 3825, respectively, adopted on September 22, 2014, approved a Redevelopment Plan and Program (the “*Redevelopment Plan*”) setting forth a plan for the development, redevelopment and revitalization of an area designated as the Kenilworth Redevelopment Project Area (the “*Redevelopment Project Area*”); and adopted tax increment allocation financing for the Redevelopment Project Area; and,

WHEREAS, the existence of the blighting factors in the Redevelopment Project Area, as described in the Redevelopment Plan, and the extraordinary costs necessary for redevelopment have prevented private developers from developing, redeveloping, and revitalizing the Redevelopment Project Area; and,

WHEREAS, Kenilworth Townhomes LLC, an Illinois limited liability company (the “*Developer*”) has informed the Village that it intends to acquire approximately 1 acre of real estate bordered by the Great Western Trail to the north, 160-260 South Myrtle building to the east, E. Kenilworth Avenue to the south and the first phase of the Kenilworth Park Townhomes to the west (the “*Subject Property*”) and thereon construct 16 townhomes, undertake necessary site improvements, including utility, sidewalks and landscaping, and provide ingress and egress to the Subject Property from Kenilworth Avenue (the “*Project*”); and,

WHEREAS, the Developer has advised the Village that the ability to undertake the Project requires financial assistance from the Village for certain improvements that would be incurred in connection with the Project, which costs would constitute “Redevelopment Project Costs” as such term is defined in the TIF Act; and,

WHEREAS, the Project is consistent with the Redevelopment Plan and the Subject Property is located within the Redevelopment Project Area; and,

WHEREAS, the Corporate Authorities have determined that in order to induce the Developer to undertake the Project at the Subject Property, thereby reducing the blight factors found within the Subject Property, increasing the tax base of the Village, providing job opportunities to its residents, and improving the general welfare of the community, it is in the best interests of the Village and its residents for the Village to reimburse the Developer for certain eligible Redevelopment Project Costs in accordance with the terms and conditions as set forth in a redevelopment agreement between the parties.

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 Redevelopment Agreement by and between the Village of Villa Park, DuPage County, Illinois and Kenilworth Townhomes LLC, attached hereto and made a part hereof, is hereby approved and the President, Village Clerk, and Village Manager are hereby authorized to execute and deliver and undertake any and all actions as may be required to implement the terms of the Redevelopment Agreement on behalf of the Village.

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

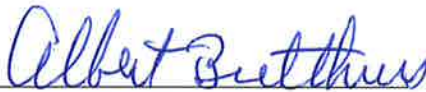
PASSED this 25th day of March, 2019, pursuant to a roll call vote as follows:

AYES: 7

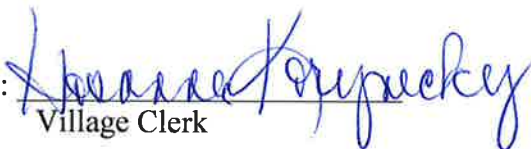
NAYS: 0

ABSENT: 0

APPROVED this 25th day of March, 2019


Village President

Attest:


Village Clerk



REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the "*Agreement*") is entered into this 21st day of March, 2019, by and between the Village of Villa Park, DuPage County, Illinois, an Illinois municipal corporation (the "*Village*") and Kenilworth Townhomes LLC, an Illinois limited liability company (the "*Developer*").

WITNESSETH:

WHEREAS, the Village is a non-home-rule unit of local government organized under the Constitution of the State of Illinois of 1970 and the laws of this State and as such has authority to promote the health, safety and welfare of the Village and its citizens; authority to encourage private investment in industry, business and housing in order to enhance the tax base of the Village; authority to ameliorate blight; and, authority to enter into contractual agreements with third persons to achieve these purposes; and,

WHEREAS, the Village has identified certain areas within its municipal boundaries where there is a need for economic assistance in order to address the extraordinary measures which must be undertaken to accomplish redevelopment and induce private investment; and,

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "*TIF Act*"), the President and Board of Trustees of the Village (collectively, the "*Corporate Authorities*") are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "blighted area" or a "conservation area" as defined in Section 11.74.4-3 of the TIF Act; and,

WHEREAS, pursuant to its powers and in accordance with the requirements of the TIF Act, the Corporate Authorities authorized such surveys and analyses as necessary to assess the conditions of an area consisting of approximately 23 acres to be designated as the Kenilworth Redevelopment Project Area (the “*Redevelopment Project Area*”) to determine if this area qualified as a “blighted area” under the TIF Act; and,

WHEREAS, upon confirmation of the qualifications of the Redevelopment Project Area as a blighted area under the TIF Act, the Corporate Authorities authorized the preparation of a redevelopment plan setting forth a land use plan, the goals and objectives for the redevelopment area, a summary of estimated redevelopment project costs, and such other findings, summary of conditions and statements as required by the TIF Act, (the “*Redevelopment Plan*”); and,

WHEREAS, on September 22, 2014, the Corporate Authorities, after giving all notices and conducting all meetings and hearings required by the TIF Act, adopted the following ordinances:

- (1) Ordinance No. 3823 approving the Redevelopment Plan for the Redevelopment Project Area;
- (2) Ordinance No. 3824 designating the Redevelopment Project Area pursuant to the TIF Act; and,
- (3) Ordinance No. 3825 adopting the TIF Act for the Redevelopment Project Area; and,

WHEREAS, the Developer is purchasing approximately 1 acre of real estate bordered by the Great Western Trail to the north, 160-260 South Myrtle building to the east, E. Kenilworth Ave. to the south and the first phase of the Kenilworth Park

Townhomes to the west (the "*Subject Property*"), as legally described on *Exhibit A* attached hereto and made a part hereof, which Subject Property is located in the Redevelopment Project Area, and proposes to develop 16 townhomes on the Subject Property; and,

WHEREAS, in furtherance thereof, the Developer will submit a concept plan to the Village regarding the development of Kenilworth Park Townhomes on the Subject Property and is prepared: (i) to undertake all site improvements including utility, sidewalks and landscaping as necessary to support the complex, including installation of water main in accordance with the diagram attached hereto as Exhibit B; (ii) to construct 16 townhomes; and, (iii) to develop driveways and curb cuts to provide ingress and egress to the Subject Property from Kenilworth Avenue in accordance with plans approved by the Village, which plan will provide for the relocation of any utilities as deemed necessary (collectively, the "*Project*"), resulting in an investment by the Developer of approximately \$4,700,000.00 in the Redevelopment Project Area; and,

WHEREAS, the Corporate Authorities have investigated the benefits to be derived from the Project upon its completion and have determined that the Project, when completed, shall reduce the factors which qualified the Subject Property to be included in the Redevelopment Project Area, as a "blighted area", create new job opportunities with the construction, management and maintenance of the Project; have a positive impact on the surrounding areas; provide additional housing opportunities within the Village; increase the tax base of the Village and all affected taxing districts; and, advance the health, safety and welfare of all residents of the Village; and,

WHEREAS, the Developer has requested financial assistance from the Village in order to proceed with the Project due to the extraordinary costs to be incurred for the Project; and,

WHEREAS, Corporate Authorities have received the estimated budget for the Project and have reviewed the substantial investment required by the Developer to proceed and complete the Project and have determined that financial assistance as may be provided pursuant to the TIF Act would be in the best interests of the residents of this Village as the Project is in furtherance of the Redevelopment Plan for the Redevelopment Project Area, subject to the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Developer do hereby agree as follows:

ARTICLE I

RECITALS PART OF AGREEMENT

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully restated in this Article I.

ARTICLE II

OBLIGATIONS OF THE DEVELOPER

Section 2.1. Conditions Precedent to the Village's Obligations. In order to be entitled to the benefits and financial assistance to be provided by the Village, the Developer covenants and agrees as follows:

- A. To submit a concept plan subject to Village approval within 60-days of the execution of this Agreement detailing (i) all site improvements including utility, sidewalks and landscaping as necessary to support the complex, including installation of approximately 85 feet of 6 inch water main in accordance with the diagram attached as Exhibit B; (ii) the construction of 16 townhomes; and, (iii) necessary ingress and egress in accordance with the Revised Access Plan, as hereinafter defined, including the relocation of any utilities as deemed necessary.
- B. To advance all funds to construct the Project and all improvements incidental thereto as deemed necessary to permit occupancy and operation for its intended use.
- C. To obtain all approvals and permits as required by the Village and any other agency or unit of government having jurisdiction over the Subject Property.
- D. The Developer has submitted a budget itemizing all costs to be incurred in conjunction with the Developer's obligations to acquire, develop and construct the Project as set forth in Exhibit C attached hereto and made a part hereof, which Project Budget demonstrates an investment on the part of the Developer in the Redevelopment Project Area of approximately \$4,700,000.00 exclusive of legal fees, commissions, real estate tax payments and equipment.
- E. To commence construction of the Project on or before July 1, 2019.
- F. To complete construction of 2 of the Project's 16 townhomes and obtain temporary certificates of occupancy therefore on or before December 31, 2019.
- G. To complete construction and receive certificates of occupancy for no less than 14 of the Project's 16 townhomes and to complete all construction required by the

Revised Access Plan, as defined in Article 3 of this Agreement, on or before December 31, 2020.

H. To complete construction of the remainder of the Project and receive certificates of occupancy for all of the Project's 16 townhomes on or before December 31, 2021.

I. To complete all portions of the Project in accordance with all approvals and as required by the ordinances, rules and regulations of the Village, the State of Illinois, including the Prevailing Wage Act, federal government; and, all laws, rules and regulations of any other agency or unit of government having jurisdiction over the Subject Property (collectively the "*Legal Requirements*").

J. To maintain its standing as a limited liability company authorized to transact business in the State of Illinois for the duration of this Agreement.

K. Throughout the term of this Agreement, to make available to the Village during regular business hours the books and records of the Developer pertaining to this construction, repair, maintenance and replacement of all components of the Project and any future additions to the Project.

L. To pay all bills or invoices issued and taxes of any kind assessed against the Developer, the Subject Property or any part of the Project to the Village, State of Illinois and the United States when due and owing.

M. To deliver to the Village copies of its real estate tax bills for the Subject Property commencing with bills payable in 2019 and each year thereafter during the term of this Agreement and proof of payment in full. This obligation shall not extend to any portion of the Subject Property no longer owned by the Developer.

Section 2.2. The Developer shall deliver to the Village paid receipts, bills, contracts, invoices and such other documentation evidencing payment of the costs included in the Project Budget actually incurred by the Developer to complete the Project (the "Project Costs").

Section 2.3. On-Going Compliance by the Developer and Kenilworth Park Townhomes. It is understood and agreed that any and all obligations of the Village pursuant to this Agreement shall be contingent upon compliance and satisfaction with all obligations of the Developer.

Section 2.4. No Appeal of Real Estate Taxes. The Developer covenants and agrees, throughout the term of this Agreement, not to protest the value of any portion of the Subject Property owned by the Developer as assessed by any governmental unit, department or agency having the authority to make assessments or take any action which would result in a reduction of the Subject Property's assessed value.

ARTICLE III

OBLIGATION OF THE DEVELOPER REGARDING ACCESS TO THE PROJECT

Section 3.1. Revised Access Plan. As a part of the redevelopment of the Subject Property, the Developer shall be required to develop driveways or curb cuts to provide ingress and egress to the Subject Property from Kenilworth Avenue in accordance the Revised Access Plan attached hereto and made a part hereof as Exhibit D (the "*Revised Access Plan*"). The Developer agrees to construct all improvements as required by the Revised Access Plan, including the relocation of any utilities as deemed necessary.

Section 3.2. Permits. All required permits regarding the Revised Access Plan shall be obtained by the Developer.

ARTICLE IV

REIMBURSEMENT OF REDEVELOPMENT PROJECT COSTS; LIMITATION ON AMOUNTS AVAILABLE FOR REIMBUSREMENT

Section 4.1. Definitions. For purposes of this Article, the following terms shall be defined as follows:

“Redevelopment Project Costs” shall mean and include all costs defined as “redevelopment project costs” in Section 5/11-74.4-3(q) of the TIF Act (as amended from time to time) which are eligible for reimbursement under the Act.

“Incremental Taxes” shall mean all ad valorem real property taxes, if any, arising from the tax levies upon the Redevelopment Project Area attributable to the then current equalized assessed valuation of the Redevelopment Project Area over and above the initial equalized assessed value of the Subject Property as certified by the Office of the DuPage County Clerk, all as determined pursuant to Section 5/11-74.4-8 of the TIF Act.

“Special Tax Allocation Fund” or “STAF” shall mean the special tax allocation fund established, pursuant to the requirements of the TIF Act, in connection with the establishment and ongoing administration of the Redevelopment Project Area into which the Village shall deposit all Incremental Taxes generated by the Redevelopment Project Area.

Section 4.2. Reimbursement to Developer from STAF.

A. Upon completion of construction and receipt of temporary occupancy certificates for the first 2 townhomes by December 31, 2019, as required by Section 2.1F., and so long as no notice of default has been issued pursuant to Section 7.6, the Village agrees to reimburse the Developer for Project Costs that qualify as eligible Redevelopment Project Costs in an amount not to exceed \$50,000 solely from

Incremental Taxes on deposit in the STAF, subject to the terms and conditions set forth in this Section 4.2 and in accordance with the procedure required to establish a right of reimbursement as set forth in Section 4.4 of this Article.

B. Section 2.1H of this Agreement requires the Developer to complete construction of the entire Project and receive certificates of occupancy for all 16 townhomes by December 31, 2021. As an incentive to complete the Project in its entirety prior to December 31, 2021, if the Developer completes the Project and receives certificates of occupancy for all 16 townhomes by December 31, 2020, so long as no notice of default has been issued pursuant to Section 7.6, the Village agrees to reimburse the Developer for Project Costs that qualify as eligible Redevelopment Project Costs in an amount not to exceed \$50,000 solely from Incremental Taxes on deposit in the STAF, subject to the terms and conditions set forth in this Section 4.2 and in accordance with the procedure required to establish a right of reimbursement as set forth in Section 4.4 of this Article.

C. In the event that there are insufficient funds available in the STAF to make a reimbursement required by subsections A and B above, the payment required by said subsection shall be made once funds are deposited into the STAF in subsequent years.

D. THE VILLAGE'S PAYMENT OBLIGATIONS TO THE DEVELOPER UNDER THIS SECTION 4.2 ARE LIMITED OBLIGATIONS PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE STAF FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. Said obligation does not now and shall never constitute an indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory

provision and shall not constitute or give rise to a pecuniary liability of the Village or a charge or lien against the Village's general credit or taxing power.

E. If the Developer fails to complete the Project and receive certificates of occupancy for all of the Project's 16 townhomes on or before December 31, 2021, as required by Section 2.1H., any and all obligations of the Village under this Section shall be deemed null and void and the Developer shall repay to the Village any and all sums paid to the Developer pursuant to this Section.

Section 4.3. Reimbursement to the Developer from Kenilworth Townhomes Sub-Account.

A. Upon completion of construction and receipt of certificates of occupancy for no less than 14 of the Project's 16 townhomes and completion of construction required by the Revised Access Plan by December 31, 2020, as required by Section 2.1G, and so long as no notice of default has been issued pursuant to Section 7.6, the Village agrees to reimburse the Developer for Redevelopment Project Costs incurred in construction of the Project in an amount not to exceed the lesser of twenty-five percent (25%) of the Project Costs, or \$800,000, solely from Incremental Taxes on deposit in the Kenilworth Park Townhomes Sub-Account, as hereinafter defined, subject to the terms and conditions set forth in this Section 4.3 and in accordance with the procedure required to establish a right of reimbursement as set forth in Section 4.4 of this Article.

B. Developer's Sub-Account. The Village shall establish, upon execution of this Agreement, a segregated special sub-account of the STAF designated as the "Kenilworth Park Townhomes Sub-Account." The Village shall reimburse the Developer pursuant to

this Section 4.3 only from Incremental Taxes on deposit from time to time in the Kenilworth Park Townhomes Sub-Account.

On October 1 of each year during the term of this Agreement (or, if later, the date which is ten (10) days following the date upon which the Village receives Incremental Taxes from the final installment of real estate taxes from DuPage County (the “*STAF Allocation Date*”), an amount not to exceed fifty percent (50%) of the Incremental Taxes credited to the STAF in respect of the Subject Property during the period from the immediately preceding STAF Allocation Date, shall be deposited by the Village into the Kenilworth Park Townhomes Sub-Account and shall be used solely to reimburse the Developer for Project Costs that qualify as eligible Redevelopment Project Costs in the amount set forth in this Section 4.3.

THE VILLAGE’S OBLIGATIONS TO REIMBURSE THE DEVELOPER UNDER THIS SECTION 4.3 IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED IN THE KENILWORTH PARK TOWNHOMES SUB-ACCOUNT FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. Said obligation does not now and shall never constitute an indebtedness of the Village within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the Village or a charge or lien against the Village’s general credit or taxing power.

C. *Annual Reimbursement.* Reimbursement of Redevelopment Project Costs under this Section 4.3, as approved by the Village Manager, shall be made annually within thirty (30) days of the STAF Allocation Date provided that reimbursement of

Redevelopment Project Costs shall only be made to the extent money is available therefor in the Kenilworth Park Townhomes Sub-Account. To the extent money in the Kenilworth Park Townhomes Sub-Account is insufficient to reimburse the Developer for Redevelopment Project Costs for that year; the Village shall reimburse the Developer once funds are deposited into the Kenilworth Park Townhomes Sub-Account in subsequent years.

Notwithstanding the foregoing, if money is not available in the Kenilworth Park Townhomes Sub-Account to reimburse the Developer for Redevelopment Project Costs and the reason for the lack of funds is that the Developer or its successors in interest have not paid real estate taxes for the Subject Property when due and owing, the Village shall not be required to make payment until taxes are paid.

D. If the Developer fails to complete the Project and receive certificates of occupancy for all of the Project's 16 townhomes on or before December 31, 2021, as required by Section 2.1H., any and all obligations of the Village under this Section shall be deemed null and void and the Developer shall repay to the Village any and all sums paid to the Developer pursuant to this Section.

Section 4.4. Procedure for Reimbursement of Redevelopment Project Costs. To establish a right of reimbursement for specific Redevelopment Project Costs under Sections 4.2 and 4.3 of this Article, the Developer shall submit to the Village Manager a written statement in the form attached to this Agreement as *Exhibit E* (a "Request for Reimbursement") setting forth the amount of reimbursement requested and the specific Redevelopment Project Costs for which reimbursement is sought. The amount estimated for any Project Cost as set forth on *Exhibit C* may be decreased or increased provided that

proof of payment had been submitted to the Village. In any event, the total reimbursement to the Developer under this Agreement shall not exceed the combination of the amounts set forth in Sections 4.2 and 4.3 of this Article. The Village Manager shall have thirty (30) days after receipt of any Request for Reimbursement from the Developer to approve or disapprove such request and, if disapproved, to provide the Developer in writing and in detail with an explanation as to why it is not prepared to recommend such reimbursement. The only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not an eligible Redevelopment Project Cost, that it is not contained on *Exhibit C*, or that it was not incurred and completed by the Developer in accordance with all applicable regulations, ordinances or laws of the Village, the State of Illinois or the United States. The parties acknowledge that the determination of Redevelopment Project Costs and qualification for reimbursement under this Agreement are subject to the TIF Act, all amendments to the TIF Act both before and after the date of this Agreement, and administrative rules and judicial interpretations rendered during the term of this Agreement. The Village has no obligation to the Developer to attempt to modify said rules or decisions but will cooperate with the Developer in obtaining approval of Redevelopment Project Costs.

ARTICLE V

TERM OF THIS REDEVELOPMENT AGREEMENT

Term. Unless earlier terminated pursuant to Section 7.6, the term of this Agreement shall commence on the date of execution and end on the first to occur: (i) reimbursement to the Developer in the amounts required by Sections 4.2 and 4.3 of this Agreement; or (ii) December 31, 2037.

ARTICLE VI

DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer Representations, Warranties and Covenants. Developer represents, warrants and covenants that now and all times during the term of this Agreement:

A. Developer is a validly existing limited liability company and in good standing under the laws of the State of Illinois.

B. The execution, delivery and performance by the Developer of this Agreement contemplated hereby and the consummation by the Developer of the transactions contemplated thereby, have been duly and validly authorized and all requisite action has been taken to make them the valid and binding obligations of the Developer, enforceable against the Developer in accordance with their terms.

C. Delivery and performance of this Agreement by the Developer, and the consummation by the Developer of the transactions contemplated hereby, do not and will not contravene or constitute a default under or give rise to right of termination, cancellation, acceleration or material modification of any right or obligation of the Developer under the Legal Requirements, the articles of organization or bylaws of the Developer, any agreement, contract, plan, lease, arrangement or commitment, or any judgment, injunction, order, decree, administrative interpretation, award or other instrument to which the Developer is a party or by which the Developer may be bound.

D. There are no actions, suits, proceeding or investigations pending, or, to Developer's knowledge, threatened, nor does any reasonable basis exist therefor which would have a material and adverse impact on the business of the Developer, against or affecting the Developer or any of the Developer's assets, at law or in equity, or before or

by any federal, state, municipal or other governmental department commission, board or agency, domestic or foreign.

E. To the best of the Developer's knowledge as of the date of this Agreement, no representation by the Developer in this Agreement or in any written statement, exhibit, schedule, certificate, document, or instrument provided to the Village pursuant to this Agreement and in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein not misleading.

F. The Developer represents, warrants and covenants that no elected official, officer or employee of the Village, or any commission or committee exercising authority over the Project, or any consultant hired by the Village or the Developer with respect thereto, owns or controls, has owned or controlled any interests, direct or indirect, in the Developer's business, the Project, or the Property.

G. All warranties, representations, and covenants of the Developer contained in the Agreement shall be true, accurate and complete at the time of the execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall remain in effect throughout the term of this Agreement.

H. The Developer agrees that all obligations of the Village pursuant to this Agreement are contingent upon compliance and satisfaction of all obligations of the Developer.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1. Notice. All notices, demands, requests and other communications, required or permitted under this Agreement (“*Notices*”) shall be in writing and shall be deemed properly served when delivered by hand to the party to whose attention it is directed or when received if sent, postage prepaid, by registered or certified mail, return receipt requested, or by an overnight carrier such as Federal Express, and shall be deemed received by such party three (3) regular business days after mailing in accordance with the foregoing provisions, and follows:

Village : Village of Villa Park
20 South Ardmore
Villa Park, Illinois
Attn: Village Manager

With a copy to : Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Blvd., Suite 964
Chicago, Illinois 60604

Developer : Joe Billitteri
Kenilworth Townhomes LLC
1055 Nimco, Unit E
Crystal Lake, IL 60014

With a copy to:

or at any such other address or to such other party which any party entitled to receive notice hereunder designates to the other in writing, in accordance with the foregoing Notice provisions. Notices may be given by a party or said party’s attorney as identified above.

Section 7.2. No Discrimination. The Developer for itself and its successors and assigns agrees that in the development and construction of the Project on the Subject Property and in the operation of its business, the Developer shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall hire applicants and treat employees in a manner that does not unlawfully discriminate based upon race, creed, color, religion, sex or national origin, with respect to all aspects of employment, including but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the Village, setting forth the provisions of this nondiscrimination clause. The Developer shall comply with all applicable laws regarding rate of pay or other forms of compensation.

Section 7.3. Assignment. This Agreement may not be assigned by the Developer without the prior written consent of the Village, which consent shall not be unreasonably withheld.

Section 7.4. Waiver. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing and signed by such party. No waiver shall be taken of any other similar provision or of any future event, act or default. Any provision or condition or term hereof established primarily for the benefit of one party hereto may be waived by such party with or without notice, which waiver may be made retroactively.

Section 7.5. Severability. In the event that any jurisdiction the law of which shall apply, any provision of this Agreement shall be finally adjudicated invalid and unenforceable, in whole or in part, or shall cause this Agreement to be unenforceable, in whole or in part, such provisions shall be limited for purposes of such jurisdiction to the extent necessary to render the same and the remainder of this Agreement valid and enforceable, or shall be exercised from this Agreement for purposes of such jurisdiction as circumstances require, to preserve the validity and enforceability of the remainder of this Agreement and this Agreement shall be construed for purposes of such jurisdiction as if said provision *ab initio* has been incorporated herein as so limited to had not been included herein, as the case may be.

Section 7.6. Enforceability of the Redevelopment Agreement; Defaults; Remedies.

A. This Agreement shall be enforceable by either party hereto by an appropriate action at law or in equity to secure the performance of the provisions and covenants herein set forth.

B. Any breach of this Agreement by either party shall entitle the non-breaching party to the remedy of specific performance in addition to any other remedy available at law; provided however, no recourse shall be had against the Village, its officers, agents or employees in excess of the amount herein obligated to be paid to the Developer.

C. No action based upon any violation of this Agreement shall be brought except after written notice to the breaching party describing the nature of the alleged violation, and until said party shall have had a thirty (30) day period in which to cure the violation. A non-monetary default under this Agreement shall not be deemed to be a

violation provided that such default is not capable of being cured within such thirty (30) day period, and after notice the party in violation shall institute and diligently pursue to completion appropriate measures to remove or remedy the default.

D. All remedies provided for in this Agreement are cumulative and the election or use of any particular remedy by any of the parties shall not preclude that party from pursuing such other or additional relief as it may be entitled to either in law or in equity.

E. In the event any action is brought arising from a breach of this Agreement or to enforce any provision of this Agreement, venue shall lie in the Circuit Court of DuPage County, Illinois, and the prevailing party in such action shall be entitled to recover its costs, expenses and reasonable attorneys' fees from the breaching party.

F. Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that such Party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise).

G. The rights and remedies of any party to this Agreement (or its successors in interest), whether provided by law or by this Agreement, shall be cumulative, and the exercise by a party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation of Developer or the Village, or any condition under the Agreement shall be considered a

waiver of any rights of a party with respect to the particular obligation of the other party or condition beyond those expressly waived in writing.

Section 7.8. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

Section 7.9. Entire Agreement; Amendments; Conflict. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between the parties hereto, other than those which are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon them, unless in writing and signed by both Parties. In the event any of the terms of this Agreement conflict with any of the terms of the exhibits attached thereto, the terms of this Agreement shall control.

Section 7.10. Force Majeure. The Village and the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty; strike; shortage of material; unusually adverse weather conditions such as, by the way of illustration and not limitation, severe rainstorms or below freezing temperature of abnormal degree or for an abnormal duration, tornadoes or cyclones; acts of terrorism, Acts of God, or other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder.

ARTICLE VIII

REIMBURSEMENTS

The parties hereto agree that all reimbursements to be made pursuant to the terms and conditions of this Agreement shall be made to Kenilworth Townhomes LLC.

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

Village of Villa Park, DuPage County, a municipal corporation of the State of Illinois

By: Albert Butthaus
Village President

Attest:

Havana Kopycky
Village Clerk



Kenilworth Townhomes LLC,
an Illinois limited liability company

By: [Signature]
President ~~manager~~ member

Attest:

[Signature]
Secretary

Kenilworth Townhomes LLC
Developer

[Signature]
Attest

EXHIBIT A

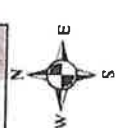
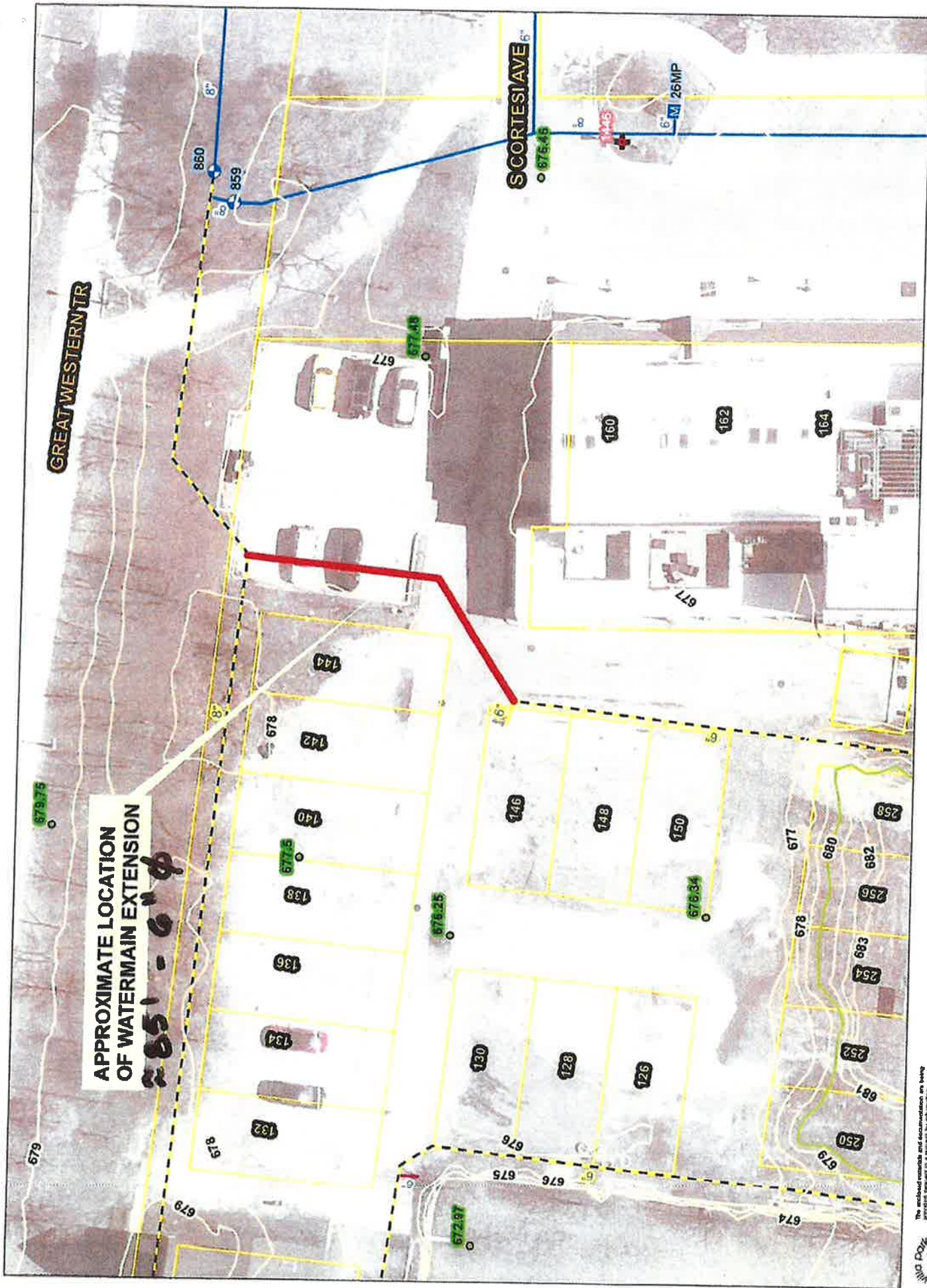
LOTS 7 TO 11 IN BUILDING 'B'; LOTS 12 TO 16 IN BUILDING 'C'; LOTS 17 TO 19 IN BUILDING 'D'; LOTS 20 TO 22 IN BUILDING 'E'; LOTS 23 TO 25 IN BUILDING 'F'; LOTS 26 TO 28 IN BUILDING 'G'; LOTS 29 TO 35 IN BUILDING 'H'; LOTS 36 TO 42 IN BUILDING 'I' IN KENILWORTH PARK, BEING A RESUBDIVISION IN PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 2006 AS DOCUMENT R2006-190463, IN DUPAGE COUNTY, ILLINOIS

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL A, AS CREATED BY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED APRIL 30, 2007 AS DOCUMENT R2007-079509, FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE COMMON AREA.

THE FOLLOWING PROPERTY IS SPECIFICALLY EXCLUDED:

UNITS 201, 202, 203, 204, 205 AND 206 IN KENILWORTH PARK CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 1 AND PART OF LOT 10 IN THE FINAL PLAT OF SUBDIVISION OF KENILWORTH PARK OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A-2" TO THE DECLARATION OF CONDOMINIUM RECORDED OCTOBER 4, 2010 AS DOCUMENT R2010-13315 AND RE-RECORDED DECEMBER 28, 2010 AS DOCUMENT R2010-182577 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS; AND, LOT 3 UNIT 12, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EASTERLY 20.40 FEET OF LOT 3 ALSO KNOWN AS LOT 12 IN BUILDING 'C'; LOT 3 UNIT 13, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WESTERLY 20.00 FEET OF THE EASTERLY 40.40 FEET OF LOT 3 ALSO KNOWN AS LOT 13 IN BUILDING 'C'; LOT 3 UNIT 14, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WESTERLY 20.00 FEET OF THE EASTERLY 60.40 FEET OF LOT 3 ALSO KNOWN AS LOT 14 IN BUILDING 'C'; LOT 3 UNIT 15, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WESTERLY 20.00 FEET OF THE EASTERLY 80.40 FEET OF LOT 3 ALSO KNOWN AS LOT 15 IN BUILDING 'C'; LOT 3 UNIT 16, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WESTERLY 20.60 FEET OF THE EASTERLY 101.00 FEET OF LOT 3 ALSO KNOWN AS LOT 16 IN BUILDING 'C'; LOT 6 UNIT 23, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHERLY 20.50 FEET OF THE SOUTHERLY 61.00 FEET OF LOT 6 ALSO KNOWN AS LOT 23 IN BUILDING 'F'; LOT 6 UNIT 24, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHERLY 19.99 FEET OF THE SOUTHERLY 40.51 FEET OF LOT 6 ALSO KNOWN AS LOT 24 IN BUILDING 'F'; LOT 6 UNIT 25, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTHERLY 20.51 FEET OF LOT 6 ALSO KNOWN AS LOT 25 IN BUILDING 'F'; LOT 7 UNIT 26, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHERLY 20.28 FEET OF THE SLY 61.00 FEET OF LOT 7 ALSO KNOWN AS LOT 26 IN BUILDING 'G'; LOT 7 UNIT 27, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTHERLY 20.00 FEET OF THE SOUTHERLY 40.72 FEET OF LOT 7 ALSO KNOWN AS LOT 27 IN BUILDING 'G'; LOT 7 UNIT 28, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTHERLY 20.72 FEET OF LOT 7 ALSO KNOWN AS LOT 28 IN BUILDING 'G'; LOT 8 UNIT 29, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WESTERLY 20.41 FEET OF THE EASTERLY 141.00 FEET OF LOT 8 ALSO KNOWN AS LOT 29 IN BUILDING 'H'; LOT 8 UNIT 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WESTERLY 20.00 FEET OF THE EASTERLY 120.59 FEET OF LOT 8 ALSO KNOWN AS LOT 30 IN BUILDING 'H'; LOT 8 UNIT 31, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WESTERLY 20.00 FEET OF THE EASTERLY 100.59 FEET OF LOT 8 ALSO KNOWN AS LOT 31 IN BUILDING 'H'; LOT 8 UNIT 32, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WESTERLY 20.00 FEET OF THE EASTERLY 80.59 FEET OF LOT 8 ALSO KNOWN AS LOT 32 IN BUILDING 'H'; LOT 8 UNIT 33, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WESTERLY 20.00 FEET OF THE EASTERLY 60.59 FEET OF LOT 8 ALSO KNOWN AS LOT 33 IN BUILDING 'H'; LOT 8 UNIT 34, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WESTERLY 20.00 FEET OF THE EASTERLY 40.59 FEET OF LOT 8 ALSO KNOWN AS LOT 34 IN BUILDING 'H'; AND LOT 8 UNIT 35, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EASTERLY 20.59 FEET OF LOT 8 ALSO KNOWN AS LOT 35 IN BUILDING 'H' ALL IN KENILWORTH PARK, BEING A RESUBDIVISION IN PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 2006 AS DOCUMENT R2006-190463, ALL IN DUPAGE COUNTY, ILLINOIS.



1 inch = 30 feet

EXHIBIT B

The method, accuracy, and information are being provided as a service to the Village of Vito. The user is responsible for the use of the information and for the accuracy of the information. The user is responsible for the use of the information and for the accuracy of the information. The user is responsible for the use of the information and for the accuracy of the information.

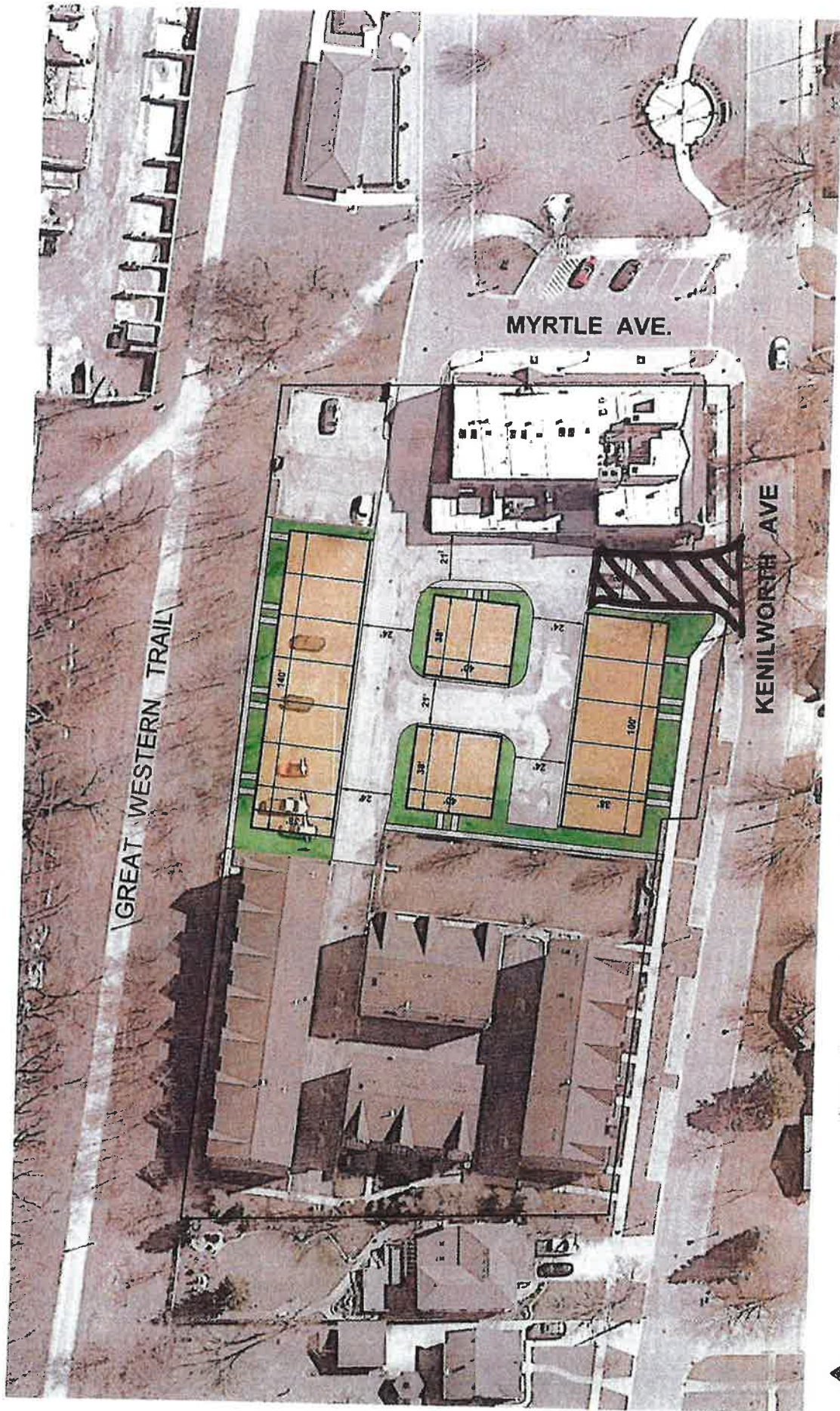
EXHIBIT C

Kenilworth Park Town Homes

03.21.19

		DRAW SUMMARY 811							
		CONTRACT	CHANGES	TOTAL CONTRACT	PREVIOUS PAID BY OWNER	PREVIOUS PAID BY BANK	PAYMENT REQUESTED	BALANCE DUE OR TO BECOME DUE AFTER THIS PAYMENT	
12.20.18									
BUILDING DRAW		\$ 2,954,047.32	\$ -	\$ 2,954,047.32	\$ -	\$ -	\$ -	\$ 2,954,047.32	
SITE DRAW		\$468,583.50	\$0.00	\$468,583.50	\$0.00	\$0.00	\$0.00	\$468,583.50	
SOFT DRAW									
LAND		\$ 668,607.00	\$ -	\$ 668,607.00	\$ -	\$ -	\$ -	\$ 668,607.00	
Equity Return		\$ 700,000.00		\$ 700,000.00	\$0.00			\$ 700,000.00	
TOTAL DRAW		\$ 4,791,237.82	\$ -	\$ 4,791,237.82	\$ -	\$ -	\$ -	\$ 4,791,237.82	
Bank Loan									
Cash & Equities from Borrower	\$ -								
Total Project Funding	\$ -								
Previous Draws paid by Owner	\$ -								
Previously pd by Bank	\$ -								
This Draw	\$ -								
Loan Balance remaining	\$ -								
Construction remaining	\$ 4,791,237.82								

SIGNED
ADDRESS



 NORTH
 Scale 1" = 40'

No. _____
 Date _____
 Revision _____

EXHIBIT D

CONCEPT SITE PLAN
 KENILWORTH PARK
 TOWNHOMES
 VILLA PARK, IL
 w/ Revised Access

HAEGER ENGINEERING
 consulting engineers • land surveyors
 10111 S. Halsted Ave., Suite 100 • Chicago, IL 60658
 Phone: (773) 442-1111 • Fax: (773) 442-1112 • www.haegerengineering.com

Project Manager: MCA
 Engineer: 01.14.2019
 Date: 01.14.2019
 Project No: 19012
 Sheet: 1 / 1

EXHIBIT D

Exhibit E
Form of Request for Reimbursement

Request for Reimbursement

Village of Villa Park
2-0 South Ardmore
Villa Park, Illinois 60161

Re: Development Agreement, dated _____, 2019, by and among the Village of Villa Park, Illinois and Kenilworth Townhomes LLC (the "Developer")

Dear Village Manager:

You are requested to disburse funds pursuant to the Redevelopment Agreement described above in the amount(s), and for the items set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. Request for Reimbursement No.: _____
- 2.. The amount requested to be disbursed in this Request for Reimbursement will be used to reimburse the Developer for those Redevelopment Project Costs in *Exhibit C* attached to this Request for Reimbursement.
3. The undersigned certifies that:
 - (i) the amounts included in 2 above were made or incurred or financed were made or incurred in accordance with approved plans, permits and specifications of the Project as defined in the Development Agreement;
 - (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the reimbursement due and payable as Redevelopment Project Costs;
 - (iii) the expenditures for which amounts are requisitioned represent eligible Redevelopment Project Costs identified on Exhibit C of the Redevelopment Agreement, have not been included in any previous Request for Reimbursement, with paid invoices attached for all sums for which reimbursement is requested;
 - (iv) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs;
 - (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

Kenilworth Townhomes LLC

Date:

By: _____

APPROVED:

Village of Villa Park, an Illinois municipal corporation

Date:

Village Manager

Village Board of Trustees Agenda Item Report

Meeting Date: May 11, 2020

Submitted by: Janet Gorman

Submitting Department: Village Board

Item Type: Resolutions

Agenda Section:

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Execution of a Settlement Agreement in Ferrill v. Village of Villa Park, 19-CV-6809

Suggested Action:

The Village has been named in a class action lawsuit related to the common parking enforcement practice of chalking tires to determine how long a vehicle has been parked. This lawsuit is a direct result of chalking tires in the South Villa Avenue Business District, and alleges that the practice constitutes an unreasonable search of personal property. Part of this class action lawsuit is insurable through our insurance carrier, IRMA. Our legal counsel, provided by IRMA, recommends that the Village settle the lawsuit, and has been working with opposing legal counsel to finalize the process. On Monday, May 4, 2020, the Court issued preliminary approval of the terms of the agreement. Village Board approval of the preliminary agreement is necessary in order to begin the settlement process.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - Class Action Settlement](#)

[RESO - Settlement Agreement Approval](#)

[Exhibit 1 - Class Action Settlement Agreement](#)



Village of Villa Park

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

Albert Bulthuis, Village President
Hosanna Korynecky, Village Clerk
Rich Keehner, Jr., Village Manager

www.invillapark.com

Phone (630) 834-8500
Fax (630) 834-8967
TDD (630) 834-8589

MEMORANDUM

To: Rich Keehner, Village Manager
Kevin Wachtel, Finance Director
Susan Griffin, Interim Finance Director

From: Janet Gorman, Human Resource Manager

Date: 5/5/2020

Subject: Ferrill v. Village of Villa Park - Class Action Settlement Agreement

Statement of Problem

The Village has been named in a class action lawsuit related to the common parking enforcement practice of chalking tires to determine how long a vehicle has been parked. This lawsuit is a direct result of chalking tires in the South Villa Avenue Business District, and alleges that the practice constitutes an unreasonable search of personal property.

Our legal counsel, provided by our insurer the Intergovernmental Risk Management Agency (IRMA), recommends that the Village settle the lawsuit, and has been working with opposing legal counsel to finalize the process. Legal counsel is planning to recommend September 30 as the date for the Final Approval Hearing for the settlement. The Court on Monday May 4, 2020 preliminarily approved the terms of the Agreement. The Board will need to approve the preliminary agreement in order to begin the settlement process.

Investigation of Problem

The class action lawsuit *Ferrill v. Village of Villa Park*, 19-CV-6809, pertains to the Village's past enforcement of parking regulations in timed but non-metered locations in which the Village would apply a chalk mark to the tires of vehicles. A similar court case in another jurisdiction brought into question this practice and Mr. Ferrill, who had been issued a ticket, filed suit against the Village. Counsel has recommended other avenues for enforcing parking regulations. Defense of this claim is covered under our insurance with Attorney Brandon Lemly of Querry & Harrow representing the interests of the Village. The actual payments regarding settlement to claimants in the class action are not insurable and therefore the responsibility of the Village.

Pursuant to the Agreement, the Village is agreeing to pay Class Members (who paid a ticket issued based on chalking a tire) who submit timely claims 75% of the amounts paid for tickets based on

chalking a tire. In addition, the Village has agreed to pay the cost of class administration, a service award for Mr. Ferrill in the amount of \$1,000, and up to \$20,000 in attorney's fees and costs, which will be paid by the Village's risk pool. Per the terms of the Agreement, the Village must retain First Class, Inc. as the Class Action Claims Administrator. All necessary information for residents to make claims will be provided by First Class, Inc.

Recommendation

The Village Board is asked to approve the resolution and execute the (Exhibit 1), Settlement Agreement in Ferrill v Village of Villa Park, 19-CV-6809, which includes retaining the services of First Class, Inc. as Class Administrator at an estimated cost of \$1,720.80 plus postage and \$1,000 settlement amount to Scott Ferrill. Our insurer IRMA will share Attorney's fees and costs for plaintiff's counsel, approximately \$20,000, and it is estimated exposure for direct payments to claimants will be approximately \$15,000. The resolution gives authority to the Village Manager to execute any and all contracts and effectuate the settlement.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Execution of a Settlement Agreement in *Ferrill v. Village of Villa Park*, 19-cv-6809

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, the President and Board of Trustees of the Village of Villa Park believe and hereby declare that it is in the best interest of the Village and its residents, in order to avoid the expenses and uncertainties of litigation and without admitting any liability, to authorize the Village Manager to execute the Settlement Agreement in *Ferrill v. Village of Villa Park*, 19-cv-6809, attached hereto as Exhibit 1 (the “Settlement Agreement”) and to ratify any prior execution of the Agreement by the Village Manager; and

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

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

Section 2. The Settlement Agreement in *Ferrill v. Village of Villa Park*, 19-cv-6809 is hereby explicitly approved by the President and the Board of Trustees of the Village of Villa Park. The Village Manager is hereby authorized to execute the Settlement Agreement, attached hereto as Exhibit 1, and any prior execution of the Agreement by the Village Manager is expressly ratified and adopted by the President and the Board of Trustees.

Section 3. The President and Board of Trustees hereby authorize the Village Manager to execute any and all other contracts, to pay any other invoices and pay other amounts necessary to effectuate said settlement and the administration of the same, including but not limited to invoices from class claims administrator, First Class, Inc., a service award of \$1,000 payable directly to Plaintiff Scott Ferrill, and payment to First Class, Inc., of sums necessary to pay all other claimants pursuant to the terms of the Settlement Agreement.

Section 4. Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such a conflict.

Section 5. This Resolution shall be in full force and effect immediately from and after its passage and approval according to the law.

Passed this _____ day of _____, 2020, pursuant to a roll call vote as follow:

AYES:

NAYS:

ABSENT:

Approved this ____ day of _____, 2020.

Village President

Attest:

Village Clerk

**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS,
EASTERN DIVISION**

SCOTT FERRILL, individually and on behalf
of all others similarly situated,
Plaintiff,

v.

VILLAGE OF VILLA PARK, an Illinois
municipality,
Defendant.

No. 19 cv 6809

Honorable Young Kim

CLASS ACTION SETTLEMENT AGREEMENT

Subject to the terms and conditions of this Class Action Settlement Agreement (“Agreement” or “Settlement”) and Court approval, Plaintiff, SCOTT FERRILL, individually and as representative of the class of persons and entities defined below in Paragraph 7, and Defendant VILLAGE OF VILLA PARK enter into this Agreement.

AGREEMENT

1.0 Definitions. When used in this Agreement, the following definitions shall apply.

1.1 Plaintiff. The term “Plaintiff” shall refer to Scott Ferrill, in his individual capacity as well as his capacity as representative of a class of persons and entities defined in Paragraph 7 below.

1.2 Defendant or Village. The terms “Defendant” and “Village” shall refer to Defendant Village of Villa Park.

1.3 Lawsuit. The term “lawsuit” shall mean any and all allegations or claims against Defendant that were contained, or could have been contained, in the lawsuit captioned *Scott Ferrill vs. Village of Villa Park*, 19-CV-6809 (N.D. Ill.), and explained in further detail in Paragraph 2.2.

1.4 Parties. The term “Parties” shall refer to the parties to this Agreement, including all members of the Class.

1.5 Plaintiff’s Attorneys. The term “Plaintiff’s Attorneys” shall refer to the law firm Zimmerman Law Offices, P.C.

1.6 Class Counsel. The term “Class Counsel” shall refer to Thomas A. Zimmerman, Jr., Sharon A. Harris, Matthew C. De Re, and Jeffrey D. Blake of the law firm Zimmerman Law Offices, P.C.

1.7 Class. The term “Class” shall have the definition assigned below in Paragraph 7 below.

1.8 Settlement Class. The term “Settlement Class” shall refer to all members of the Class following the Court’s Preliminary Approval Order which certifies the Class for settlement purposes.

1.9 Chalking. The term “Chalking” shall refer to the Village’s former practice of placing a chalk mark on a vehicle’s tire as part of enforcing parking regulations in the Village. The term “chalking” does not include any other form of parking enforcement practiced by the Village, including but not limited to the use of parking meters, overnight parking bans, and no-parking zones.

1.10 Class Claims Administrator. The term “Class Claims Administrator” shall refer to the company First Class, Inc. which has been retained to disseminate notice and administer claims submitted to recover under this Agreement.

1.11 Released Parties. The term “Released Parties” shall mean the parties being released in this Agreement, including specifically: the Village, as well as its past, present and future employees, elected officials, agents, heirs, executors, administrators, insurers, the Intergovernmental Risk Management Agency (IRMA), including its officers, directors, agents, employees, and constituent members.

2.0 Background.

2.1 The Village has various regulations governing parking on public streets. Among them are regulations addressing timed, but non-metered, locations. Prior to this lawsuit, the Village would frequently use chalk to mark the tires of vehicles parked in unmetered but timed parking zones, so as to monitor whether the vehicle had moved.

2.2 The Lawsuit. On October 15, 2019, Plaintiff filed this this lawsuit, entitled *Scott Ferrill v. Village of Villa Park, Illinois*, 19-CV-6809 (N.D. Ill), individually and on behalf of the Class, alleging claims under 42 U.S.C. § 1983 and state law that the practice of placing chalk marks on tires to enforce timed but unmetered parking regulations violated Plaintiff’s and the Class’s Fourth Amendment right against unreasonable searches. The Complaint was based, in part, on a opinion issued by the 6th Circuit Court of Appeals, *Taylor v. City of Saginaw*, 922 F.3d 328 (6th Cir. 2019), in reversing an appeal from a motion to dismiss a similar class action lawsuit.

3.0 Denial of Liability. The Village denies the Plaintiff's allegations in this lawsuit, and denies that chalking tires constitutes an unreasonable search in violation of the Fourth Amendment. Nevertheless, the Village desires to settle all claims solely to avoid the expense, burden, and uncertainty of further litigation, and to put to rest all claims, known or unknown, that have been or might have been asserted by Plaintiff or the Class against it concerning the matters alleged in the lawsuit.

4.0 Class Action Settlement in the Best Interest of the Class. Plaintiff's Attorneys have conducted a sophisticated and extensive investigation into the claims asserted in the lawsuit, the applicable law, and the risks of proceeding, and have concluded that it is in the best interest of the Class to enter into this Agreement. Likewise, Plaintiff, individually and on behalf of the Class, desires to settle his claims and those of the Class against the Village. Plaintiff, individually and on behalf of the Class, and Plaintiff's Attorneys base their conclusions upon an analysis of the risks, delays inherent in litigation, the difficulties involved in establishing a right to recovery, calculating damages on a classwide basis, the ability to recover an amount in excess of that offered by this settlement, and the likelihood that further litigation will be both protracted and expensive, with no guarantee of success.

5.0 No Admission of Liability. The Parties and their respective attorneys acknowledge and agree that this settlement is made to avoid the uncertainty of the outcome of litigation and the expense in time and money of further litigation and for the purpose of judicial economy. The parties acknowledge and agree that the settlement of this claim is not an admission of liability or wrongful conduct by or on the part of the

Village and/or its future, current or former Board members, officers, agents and employees, and shall not serve as evidence or notice of any wrongdoing by or on the part of the Village or any of its agents. The Parties agree that this Agreement is a compromise of disputed claims. The Parties agree that as a result, this Agreement may not be construed, in whole or in part, as an admission of liability to any person by the Village, nor shall this Agreement or any part or draft thereof be offered or received in evidence in any action or proceeding as an admission of liability of the Village.

6.0 Effective Date. If there is no objection to the Court approving this Settlement, then this Agreement shall become effective on the first date on which all of the following have occurred: (1) all Parties to this Agreement have executed it, (2) the Final Approval Order and Judgment has been entered by the Court ("Final Approval Order"), and (3) if there is any timely objection, the time has expired within which to review or appeal of the Final Approval Order may be taken, without any review or appeal having been taken therefrom or, if such review or appeal is taken, such review or appeal shall have been finally determined (subject to no right of further review or appeal) by the highest court before which such review or appeal is sought and allowed, and such review or appeal shall have been resolved in such manner as to permit the consummation of the Settlement effected by this Agreement in accordance with all of its terms and provisions.

7.0 Class Definition. The Class shall be defined as:

All persons who had the tires of their automobile marked with chalk by an employee or agent of the Village of Villa Park, Illinois, in connection with the enforcement of timed but non-metered parking

regulations which resulted in the issuance of a parking ticket between October 15, 2017 until the date of preliminary approval of the Class Action Settlement.

8.0 Payment to Class Members. Subject to the Court's approval, the Village agrees that it will pay to each Class member who submits a timely and valid claim, 75% of the amount paid by that Class member for parking tickets that were issued based on chalking of tires between October 15, 2017 and the date of preliminary approval of the Settlement.

8.1 Registered Owner of Vehicle Entitled to Payment. Under the Village's parking regulations, the registered owner of a vehicle is the party to the administrative proceeding initiated by a parking ticket, regardless of whether a different person illegally parked their vehicle. Accordingly, only the registered owner of the vehicle will be entitled to the payment identified in Paragraph 8.0, above.

8.2 Only One Payment Per Parking Ticket Issued. In the event that more than one person is listed as the registered owner of the ticketed vehicle, the Village's obligation shall only be to issue one payment per parking ticket issued. That is, multiple registered owners may not submit multiple claims based on payment of the same ticket.

8.3 No Payment for Previously Refunded Amounts Paid. To the extent any portion of the amount paid by a Class member for parking tickets that were issued based on chalking of tires between October 15, 2017 and the

date of preliminary approval of the Settlement was previously refunded by the Village, the Village will only pay 75% of the non-refunded portion.

9.0 Non-Monetary Relief. In addition to the payment specified in Paragraph 8.0, the Parties likewise agree to the following forms of non-monetary relief:

9.1 Conditional Agreement Not to Chalk. The Village agrees that it will immediately cease and refrain from the practice of placing chalk marks on tires in order to enforce its parking regulations in timed but non-metered locations. However, the parties agree that this agreement to refrain from using chalk to enforce parking regulations in timed by non-metered locations shall immediately be rendered null and void by any of the following occurrences: (1) an opinion by the United States Supreme Court that such tire chalking does not violate the Fourth Amendment, (2) an opinion by the Seventh Circuit Court of Appeals that such tire chalking does not violate the Fourth Amendment, (3) an opinion by the Sixth Circuit Court of Appeals that such tire chalking does not violate the Fourth Amendment, or (4) an opinion rendered by any judge in the United States District Court for the Northern District of Illinois that such tire chalking does not violate the Fourth Amendment.

9.2 Cancellation of Unpaid Tickets. The Village agrees that for all such tickets that are unpaid, or if there are any unpaid amounts, those tickets and/or unpaid amounts will be cancelled and no payment will be required from the Class members.

- 9.3 Unpaid Tickets Removed From Collections. For Class members who failed to pay such tickets, and those tickets went into collections, the Village agrees that it will take all steps necessary to remove those tickets and amounts claimed from collection proceedings.
- 9.4 Dismissal of Administrative Proceedings. The Village agrees that it will dismiss all unadjudicated administrative proceedings for parking tickets issued based on chalking of tires.
- 10.0 Service Award. Subject to the Court's approval, the Parties agree that Class representative, SCOTT FERRILL, individually, shall be paid a Service Award of ONE THOUSAND DOLLARS (\$1,000.00). The Service Award is made to the Plaintiff for the time and effort undertaken in this lawsuit, the risks associated with pursuing this lawsuit, including the risk of liabilities and for the Parties' costs of suit. The Parties agree that this Service Award shall be in addition to any recovery that SCOTT FERRILL may be entitled to as provided in Paragraph 8.0. The Village shall pay any Service Award awarded by the Court to SCOTT FERRILL within 30 days of the Effective Date of this Agreement, as specified in Paragraph 6.0.
- 11.0 Mutual Integration. The Parties agree and stipulate that this Agreement was negotiated at arm's-length between the Parties of equal bargaining power and the Parties jointly participated in drafting the Agreement. Therefore, any ambiguity shall not be construed in favor of or against any party.
- 12.0 Master Class List. The Parties agree that the Village will prepare a Master Class List based on its records and information the Village obtained from the Department of

Motor Vehicles in the processing of parking tickets that are the subject of this lawsuit. The Parties recognize that this Master Class List will include personal information about Class members (specifically, names and addresses) which was either previously obtained from the Department of Motor Vehicles in connection with the processing of parking tickets that are the subject of this lawsuit, or will be obtained from the Department of Motor Vehicles in connection with this Settlement.

12.1 Content of Master Class List. The Master Class List shall include the following information for all Class members who paid a parking ticket issued based on tire chalking: (1) the name or names of the registered owner or owners of the vehicle at the time the ticket was issued, (2) the residence address of the registered owner(s) of the vehicle at the time the ticket was issued, (3) the unique parking ticket number, (4) the date the parking ticket was issued, (5) the amount paid on the parking ticket less any previously refunded amount, and (6) the recovery amount provided in Paragraph 8.0.

12.2 DPPA Protective Order. The Parties agree that a condition precedent to this Agreement, and to the administration of the Settlement, is the issuance of a Protective Order from the Court, authorizing the disclosure of personal information from the Department of Motor Vehicles to (1) the Parties' counsel, (2) the Class Claims Administrator, (3) on envelopes mailed to Class members, and (4) the Court, if necessary, pursuant to the Driver's Privacy Protection Act, 18 U.S.C. § 2721, *et seq.*

13.0 Class Claims Administrator. The Village shall be solely responsible for retaining the Class Claims Administrator and for paying the costs of the Class Claims Administrator, including the cost to print and mail Class Settlement Notice and settlement checks to Class members.

13.1 Class Claims Administrator to Issue Checks. All settlement checks shall be issued by the Class Claims Administrator to Settlement Class members who submit timely and valid claims.

13.2 Class Claims Administrator to Rely on Master Class List. In issuing Class Notice and settlement checks, the Class Claims Administrator shall rely on information contained in the Master Class List, as supplemented by the U.S. Postal Service's National Change of Address ("NCOA") database and any claims submitted which contain updated address information.

13.3 Agreement of Parties and Class Claims Administrator Concerning Validity of Claims. In the event a claim submitted by a Class member does not correspond to the information contained in the Master Class List (such as payment to be issued to a different person, name changes, deceased Class members, etc.), the Class Claims Administrator shall contact the attorneys for both Parties in order to reach an agreement concerning the validity of the claim. Counsel for all Parties shall confer in good faith to resolve any such issue identified by the Class Claims Administrator with an eye toward providing payment in a manner that is fair and not unduly burdensome to the Class member.

13.4 Class Claims Administrator Declaration. Within 7 days after the deadline to accept or reject claims as provided in Paragraph 19.0, the Class Claims Administrator shall provide the Parties' counsel with a Declaration attesting to the methods and results of providing Notice, the identities of any Class members opting-out of the Settlement, the number of claims submitted, and the total amount of money necessary to pay the claims submitted by the Settlement Class members.

13.5 Village to Provide Funding to Class Claims Administrator. The Village shall provide the money necessary to pay the claims submitted by the Settlement Class members to the Class Claims Administrator within 30 days of the Effective Date identified in Paragraph 6.0.

13.6 Class Claims Administrator to Issue Checks to Settlement Class. The Class Claims Administrator shall mail checks to all members of the Settlement Class who submit timely and valid claims within 30 days after receipt of funding by the Village as required by Paragraph 13.5.

13.7 Addresses for Checks. Checks shall be mailed by the Class Claims Administrator to Settlement Class members who submitted valid and timely claims at the addresses provided on their claim forms, if different than the addresses contained in the Master Class List. The Class Claims Administrator shall attempt to mail out any returned checks that provide forwarding address information or have an ascertainable address. The Class Claims Administrator

shall otherwise have no obligation to research or locate the current address of any Settlement Class member.

13.8 Checks Void After 180 Days. Checks issued to Settlement Class members shall be void 180 days after the date of issuance. Funds associated with any such voided checks shall be returned to the Village within 30 days of the date that the check become void.

14.0 Releases. Plaintiff, the Class members, and the Village grant the following releases:

14.1 Release by Scott Ferrill. In consideration of the amount specified in Paragraphs 8.0 and 9.0, the receipt and sufficiency of which is hereby acknowledged, Scott Ferrill hereby fully releases, forever discharges, and remises the Released Parties including Village of Villa Park, as well as its past, present and future employees, elected officials, agents, heirs, executors, administrators, insurers, officers, members, directors, of and from any and all past, present and future actions, claims, demands, setoffs, debts, sums of money, accounts, compensatory and punitive damages, attorneys' fees, financial obligations, actions, causes of action, suits at law or in equity, judgments, costs, expenses and compensation, of any nature whatsoever, which arose or could have arisen from or relate to the facts alleged or claims made in the lawsuit, whether known or unknown, including without limitation, those claims asserted in the lawsuit.

14.2 Release by Class Members. Each member of the Class who does not opt out of this Settlement, upon entry of Final Approval Order, releases and

discharges the Released Parties from any and all causes of action, suits, claims or demands, in law or in equity, known or unknown at this time, which each member of the Class now has, did have, or may have in the future against the Released Parties, or any of them, arising from the practice of chalking tires in connection with the enforcement of parking regulations. Without limiting the generality of the foregoing, each member of the Class who has not opted out releases the Released Parties of all claims that were made or that could have been made in this lawsuit.

14.3 Release of Ferrill by the Village. In exchange for the dismissal of this lawsuit, the Village of Villa Park agrees to, and hereby releases and discharges Scott Ferrill of any and all claims it had against him related solely to parking tickets issued based on chalking of his vehicle's tires.

14.4 Agreement is Complete Defense. This Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding that may be instituted or prosecuted with respect to the claims released herein.

15.0 Subject to Approval by the Board of Trustees for the Village. The Parties agree that all terms contained in this Agreement are subject to approval of the Board of Trustees for the Village, and shall not be effective until approved by the Village Board of Trustees. Although the Village Manager may sign the Agreement prior to the filing of a Motion for Preliminary Approval, this Agreement will not be effective until approved by the Village Board of Trustees. The Village will exercise its best efforts to approve this

Agreement through a separately entered Resolution or similar ratification within 21 days of the date of the Preliminary Approval Order.

16.0 Agreement Contingent Upon Final Approval by Court. If this Agreement is not approved by the Court in whole, or for any reason including but not limited to reversal or material alteration on appeal, or if it does not become effective in its current form, this Agreement shall be deemed null and void, and shall be without prejudice to the rights of the Parties hereto, and may not be used against any Party in this or any other litigation or subsequent proceeding in any manner whatsoever, and the Parties shall be deemed to be in the same position as existed prior to the execution of this Agreement with the same *status quo ante* as existed prior to the execution of this Agreement.

17.0 Attorneys' Fees and Costs. The Parties agree that Plaintiff's Attorneys may petition the Court for an award of attorneys' fees and costs in an amount not to exceed \$20,000. The Parties expressly agree that under no circumstance will the Village be responsible for paying in excess of \$20,000 to Plaintiff's Attorneys, for their combined attorneys' fees and costs incurred in this lawsuit. The Village shall pay any attorneys' fees and costs awarded by the Court to Plaintiff's Attorneys within 30 days of the Effective Date of this Agreement, as specified in Paragraph 6.0.

18.0 Class Settlement Notice. The Class Settlement Notice shall inform Class members (1) of the nature of the suit, (2) the terms of the Settlement, (3) the definition of the Class, (4) the Class claims, issues, or defenses, (5) the options of the Class members for responding by submitting a claim, opting out of the Settlement, submitting an objection to the Settlement, filing a motion to intervene, entering an appearance through

an attorney if the Class member so desires, or doing nothing, and the consequences of doing so, (6) the time and manner in which the Class members must act, as specified in Paragraphs 19.0, 24.0 and 25.0, and (7) the binding effect of a Class judgment on the Class members. A form of a proposed Class Settlement Notice is attached as **Exhibit B** to this Agreement. The cost of Class Settlement Notice shall be borne by the Village.

18.1 Notice by Direct Mail. The parties agree that the Class Settlement Notice and a claim form (attached as **Exhibit D**) shall be sent to Class members through a single direct mailing by the Class Claims Administrator. Specifically, within 30 days of the Court's entry of the Preliminary Approval Order, the Class Claims Administrator shall cause full copy of the Class Settlement Notice to be sent by via U.S. regular mail to the Class members.

18.2 Mailing Based on Master Class List. The Class Claims Administrator shall mail the Class Settlement Notice and claim form to the names and addresses contained in the Master Class List.

18.3 Additional Efforts to Confirm Current Addresses. Prior to mailing the Class Settlement Notice and claim form, the Class Claims Administrator shall take reasonable steps to verify the current addresses of Class members by running the names and addresses contained in the Master Class List through the U.S. Postal Service's NCOA database. The Class Claims Administrator shall have no other obligation to research addresses for Class members.

18.4 Returned Mailing of Notice. If the Class Claims Administrator receives a returned mailing of a Class Settlement Notice and claim form, then the Class

Claims Administrator shall attempt a second mailing if the returned mail contains any forwarding address.

18.5 Press Release and Webpage. Within 14 days of the Class Settlement Notice and claim form mailing by the Class Claims Administrator, the Village will issue a Press Release (attached hereto as **Exhibit E**) concerning the Settlement and shall post the Class Settlement Notice and claim form on a webpage maintained by the Village on its website. The Village shall have no obligation to maintain the webpage required by this paragraph after the date for claim submissions, opt-outs, and objections.

18.6 Retention of documents. The Class Claims Administrator shall initially be responsible for retaining all records and documents generated during the administration of this Settlement – including records of notice, records of undelivered mail, claim forms, and payments to Settlement Class members for a period of at least one year following an order dismissing the lawsuit with prejudice, and the expiration of all deadlines for appeal from such order.

19.0 Claim Forms. A claim form shall be timely if it is received by the Class Claims Administrator with 60 days of the date Class Settlement Notice is mailed, or such other date ordered by the Court. The Class Claims Administrator shall have 21 days after that date to reject any untimely or invalid claims. If the Class Claims Administrator determines that a claim is untimely or invalid, it shall send the claim form to Class Counsel and counsel for Defendant. If Class Counsel and counsel for the Defendant

disagree as to the validity of any claim, Class Counsel will bring the disputed claim before the Court.

20.0 Court Submission. The Parties shall jointly submit this Agreement and the Exhibits hereto, along with such other supporting papers as may be appropriate to the Court for preliminary approval of this Agreement. If the Court declines to: (1) grant preliminary approval of this Agreement and/or the terms of the Settlement, or (2) grant final approval to the Settlement terms of this Agreement, this Agreement shall terminate as soon as the Court enters an order unconditionally and finally adjudicating that this Agreement and Settlement will not be approved.

21.0 Right to Approve Court Modifications. If the Court makes or attempts to make substantive revisions to this Agreement, then any such modification shall not be binding unless approved by both Plaintiff and Defendant.

22.0 Preliminary Approval. As soon as practicable after execution of this Agreement, the Parties shall make an application to the Court to approve the Preliminary Approval Order, which:

- a. Preliminarily approves this Agreement;
- b. Appoints Thomas A. Zimmerman, Jr., Sharon A. Harris, Matthew C. De Re, and Jeffrey D. Blake of Zimmerman Law Offices, P.C. as Class Counsel;
- c. Schedules a hearing for final approval of this Agreement;
- d. Approves the Class Settlement Notice (the form of the Class Settlement Notice is attached as **Exhibit B**).

- e. Finds that the Class Settlement Notice plan described herein is the only notice required and that such notice satisfies the requirements of due process and Fed. R. Civ. P. 23(c)(2) ; and
- f. Sets deadlines to submit claims, opt out, and objections to the Agreement.

The Parties request that the Court enter an “Order Preliminarily Approving Class Action Settlement and Certifying Settlement Class” in a form substantially similar to the one attached hereto as **Exhibit A**. The Parties also request that the Court approve a “Notice of Class Action Settlement” in the form attached hereto as **Exhibit B**, the claim form substantially in the form as **Exhibit D**, and the Press Release substantially in the form as **Exhibit E**, and request that the Court permit the Parties to provide notice as specified in Paragraphs 18.0 through 18.6.

23.0 Final Approval. At the conclusion of, or as soon as practicable after, the close of the hearing on the fairness, reasonableness, and adequacy of this Agreement, and after the deadline for the submission of claim forms, requests for exclusion and objections expires, Plaintiff and Class Counsel shall request the Court enter a Final Approval Order approving the terms of this Agreement as fair, reasonable, and adequate, providing the implementation of those terms and provisions, and finding that the notice given to the Settlement Class satisfies the requirements of due process and Rule 23(c)(2). A dismissal order will be entered at a final approval hearing substantially in the form attached hereto as **Exhibit C**.

24.0 Opt Outs. Any Class member may elect to be excluded from the Settlement by opting out of the Settlement Class. The opt out deadline shall be 45 days from the date

of mailing of the Class Settlement Notice or as otherwise set by the Court. Class members who wish to exclude themselves from the Settlement Class must send a written request for exclusion to the Class Claims Administrator at the address set forth in the Class Settlement Notice. The opt out need only state “I wish to exclude myself from the settlement in *Ferrill v. Village of Villa Park*, 19-CV-6809” or a similar statement. The request must be received by the Class Claims Administrator on or before the opt out deadline. Any Class member who opts out shall neither be bound by the Settlement nor entitled to any benefits of the Settlement. An opt out notice should also contain the following information: (a) the Class member’s name, (b) unique parking ticket number, and (c) the Class member’s signature or signature of its representative if a business (such as the business’s officer or manager). In the event of an unexpected response from Class members (such as a Class member who both opts out and submits a claim form), the Class Claims Administrator shall attempt to contact the Class member to determine their intent under the Settlement.

25.0 Objections. Any Class member may object to the Settlement and may appear in person or through counsel, at his, her, or its own expense, at the final approval hearing to present evidence and argument that may be relevant as determined by the Court. The deadline to object shall be 45 days from the date of mailing of the Claim Settlement Notice as otherwise set by the Court. Class members who object must file with the Clerk of the Court and mail to Class Counsel and Counsel for Defendant at the addresses specified in the Class Settlement Notice, a written objection that includes: (a) the Objector’s name, address, and telephone number, (b) the unique parking ticket number

for the Class member, (c) a statement of the basis for the objection to the Settlement, and (d) documentation, if any, to support the objection.

26.0 Dismissal of the Lawsuit with Prejudice. At the final approval hearing, the Court shall enter an order which dismisses the lawsuit with prejudice.

27.0 Review by Attorney. The Parties to this Agreement agree that they have read and understand this Agreement, and that this Agreement has been reviewed by their respective attorneys. The Parties to this Agreement agree and understand that no promises or representations other than those that appear in this Agreement have been made to them by the other Party or by any attorney representing the other Party.

28.0 Entire Agreement. This Agreement constitutes the entire agreement between the Parties to the Agreement, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings or understandings, either oral or written, between them.

29.0 Headings. The headings, captions, numbering system, etc. are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.

30.0 Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original and all of which are identical.

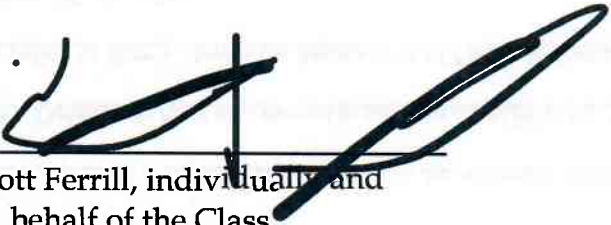
31.0 Applicable Law, Place of Performance. This Agreement shall be construed under and in accordance with the laws of the State of Illinois. The parties agree that the Court should retain jurisdiction to enforce this Agreement. All obligations contained in this

Agreement are to be performed in the Northern District of Illinois. Any lawsuit to enforce this Agreement must be filed in the Northern District of Illinois.

32.0 Construction of this Agreement. Terms contained herein shall not be construed against a Party merely because that Party or its attorney is or was the principal drafter. It is understood and agreed that should any provision, portion, or term of this Agreement be declared unlawful, null, void or against public policy or illegal, such declaration or determination shall have no effect upon the enforceability of the remaining provisions, portions, or terms of this Agreement and that this Agreement shall remain in full force and effect.

33.0 Modification of Agreement. This Agreement may not be changed, modified or assigned except by written agreement of the Parties.

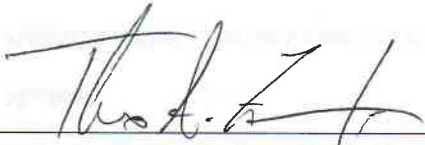
AGREED:



Scott Ferrill, individually and
on behalf of the Class

5-1-2020

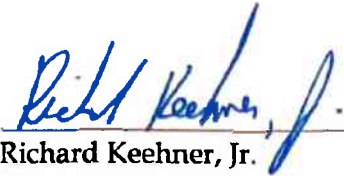
Date



Counsel for Scott Ferrill and the Class
Thomas Zimmerman, Jr.
Zimmerman Law Offices, P.C.
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Chicago, IL 60602
312-440-0020
tom@attorneyzim.com

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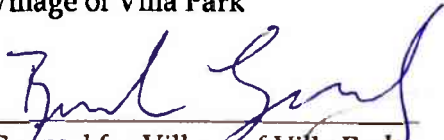
Date



Richard Keehner, Jr.
Village Manager
Village of Villa Park

4-28-2020

Date



Counsel for Village of Villa Park
Brandon K. Lemley
QUERREY & HARROW, LTD.
175 W. Jackson Blvd., Suite 1600
Chicago, IL 60604
312-540-7000
blemley@querrey.com

4/28/2020

Date

EXHIBIT A

**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS,
EASTERN DIVISION**

SCOTT FERRILL, individually and on behalf
of all others similarly situated,
Plaintiffs,

v.

VILLAGE OF VILLA PARK, an Illinois
municipality,
Defendants.

No. 19 cv 6809

Honorable Young Kim

**ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT AND
CERTIFYING SETTLEMENT CLASS**

This matter coming before the Court on the Parties' Joint Motion for Preliminary Approval of Class Action Settlement Agreement (the "Motion"), after review and consideration of the Settlement Agreement, and having been fully advised in the premises, IT IS HEREBY ORDERED and adjudged as follows:

1. The settlement of this action, as embodied in the terms of the Settlement Agreement attached to the Motion, is hereby preliminarily approved as a fair, reasonable, and adequate settlement in the best interests of the Class in light of the factual, legal, practical, and procedural considerations raised by this case. The Settlement Agreement is incorporated by reference into this Order (with capitalized terms as set forth in the Settlement Agreement) and is hereby preliminarily adopted as an Order of this Court.

2. For the purpose of settlement, the Court hereby certifies the following Settlement Class:

All persons who had the tires of their automobile marked with chalk by an employee or agent of the Village of Villa Park, Illinois, in connection with the enforcement of timed but non-metered parking regulations which resulted in the issuance of a parking ticket between October 15, 2017 until the date of preliminary approval of the Class Action Settlement.

3. Pursuant to Fed. R. Civ. P. 23(b)(3), the Court finds that certification, for purposes of settlement, is appropriate in that (a) the Class is so numerous that joinder of all members is impractical; (b) there are questions of law and fact common to the Settlement Class that predominate over any questions affecting only individual Class members; (c) Plaintiff's claims are typical of the claims of the Settlement Class; (d) Plaintiff and his attorneys have fairly and adequately protected the interests of the Settlement Class; and (e) a class action is the superior means of resolving this controversy.

4. The Court appoints Scott Ferrill as the representative of the Settlement Class; and Thomas A. Zimmerman, Jr., Sharon A. Harris, Matthew C. De Re, and Jeffrey D. Blake of Zimmerman Law Offices, P.C. as Class Counsel.

5. The Court finds that the Settlement Agreement's plan for class notice is the best notice practicable under the circumstances and satisfies the requirements of due process and Fed. R. Civ. P. 23(c)(2)(B) by providing individual notice to Class members by United States Mail. The Court further finds that such notice satisfies the requirements of Fed. R. Civ. P. 23(c)(2)(B)(i)-(vii) and no other notice is necessary.

The Class Notice and claim form is approved and adopted.

6. The Class Notice shall be sent pursuant to the terms of the Settlement Agreement. The parties shall provide such notice to the Class as proposed.

7. The following shall be the deadlines and dates for the acts and events set forth in the Settlement Agreement and the Parties are directed to incorporate such deadlines and dates in the Class Notice:

- A. Any claims submitted by Class members shall be postmarked or received by the Class Claims Administrator, in paper format only, on or before _____, or be forever barred;
- B. Any objections, pleadings on objections, or motions to intervene shall be filed in this action and postmarked and served on counsel for the Defendant and designated Class Counsel on or before _____, or be forever barred;
- D. Requests by any Class member to opt out of the settlement must be postmarked or received by the Class Claims Administrator, on or before _____, or be forever barred. The Court will rule on all requests for exclusion or opt outs as part of the Final Approval Hearing; and
- E. The Final Approval Hearing is set on _____, 20____ at _____ in Courtroom 1019, Dirksen Federal Courthouse, 219 S. Dearborn St., Chicago, IL 60604.

BY ORDER OF THE COURT

Magistrate Judge Young B. Kim

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT
IN FERRILL v. VILLAGE OF VILLA PARK, 2019-CV-6809 (N.D. ILL.)

IF YOU RECEIVED A PARKING TICKET FROM VILLA PARK BASED ON THE CHALKING OF YOUR VEHICLE'S TIRES BETWEEN OCTOBER 15, 2017 AND [DATE of Preliminary Approval], YOU MAY BE PART OF A CLASS ACTION SETTLEMENT

- The settlement resolves a lawsuit against Defendant Village of Villa Park. The Plaintiff, individually and on behalf of others similarly situated, alleges that parking tickets issued by Defendant based on placing a chalk mark on tires violated the Fourth Amendment to the U.S. Constitution and certain state laws. The settlement avoids the future costs and risk of litigation and entitles certain ticket recipients to a cash payment ("Settlement Benefits."). The Settlement Benefits are discussed more fully in Paragraph 3.
- Your legal rights are affected whether you act or not. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	The only way to receive Settlement Benefits (75% of the amount you paid for a parking ticket issued due to chalking your tire), is to mail a claim form to First Class, Inc./Ferrill, 5410 W. Roosevelt Rd., Ste. 222, Chicago, IL 60644-1490.
EXCLUDE YOURSELF	You will receive no Settlement Benefits but retain your right to sue about the legal claims in this case.
OBJECT	Write to the Court about why you do not like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Receive no Settlement Benefits. Give up rights.

- 1. What is this lawsuit about?** Scott Ferrill sued the Village of Villa Park in *Ferrill v. Village of Villa Park*, 19-CV-6809 (N.D. Ill.), alleging that the practice of issuing parking tickets based on placing a chalk mark on vehicle tires constituted an unreasonable search in violation of the Fourth Amendment to the United States Constitution because the chalk mark physically invaded onto the vehicle in an effort to collect information. The Village of Villa Park denies the claim, but to avoid the continued expense of litigation, has agreed to a settlement of the case.
- 2. Who is included in this Settlement?** The settlement includes a "Class" or group of people called "Class Members" that consist all persons who had the tires of their automobile marked with chalk by the Village of Villa Park, Illinois, in connection with the enforcement of timed but non-metered parking regulations which resulted in the issuance of a parking ticket between October 15, 2017 until [the date of preliminary approval].
- 3. What does the Settlement provide?** In exchange for a release of all claims, the Village of Villa Park has agreed to pay 75% of any amounts paid by Class Members for an applicable parking ticket which was only issued based on chalking of tires. In addition to these payments, the Village of Villa Park has agreed to pay the costs of class administration, the reasonable attorneys' fees and costs of the attorneys representing the Plaintiff and the Class not to exceed \$20,000, and an additional \$1,000 to the named plaintiff for his services as the class representative.
- 4. Why is there a settlement?** The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes that he would have prevailed at a trial, and Defendant believes it would have prevailed at trial. There was no trial. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, the risks of losing, and the people affected will receive compensation. The Class Representative and Class Counsel believe the settlement is best for all Class Members.
- 5. How can I get a Settlement Benefit?** You must submit a completed claim form by ____[Date]. A claim form is provided with this Notice. Claim forms must be mailed to First Class, Inc./Ferrill, 5410 W. Roosevelt Rd., Ste. 222, Chicago, IL 60644-1490. Your claim must be postmarked or otherwise delivered by ____[Date].

- 6. What am I giving up by being in the Class.** Unless you exclude yourself, you will remain in the Class, which means you cannot sue for the legal issues in this lawsuit. It also means that the Court's orders will apply to you and legally bind you.
- 7. Can I exclude myself from the Class?** Yes. If you do not want to participate in the settlement or receive any Settlement Benefits, then by _____ **[Date]** you must notify the Class Claims Administrator in writing of your intention to be excluded (opt out). To exclude yourself from the settlement, you must send a letter which states: "*I wish to exclude myself from the settlement in Ferrill v. Village of Villa Park, 19-CV-6809.*" Be sure to include your full name, address, telephone number, your signature, and your parking ticket number. You must mail your exclusion to First Class, Inc./Ferrill, 5410 W. Roosevelt Rd., Ste. 222, Chicago, IL 60644-1490. If you exclude yourself, you will not receive any Settlement Benefits and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue Defendant in the future.
- 8. Can I object?** You can object to the settlement if you do not like any part of it. You must give reasons why you do not think the Court should approve it. The Court will consider your views. To object, you must file a written objection with the caption *Ferrill v. Village of Villa Park, 19-CV-6809*, along with your name and address, your parking ticket number, a sentence confirming that you are a Class Member, and the specific reasons why you object to the Settlement. By _____ **[Date]**, you must file your objection with the Court the Clerk of the District Court 219 S. Dearborn, 20th Floor, Chicago, IL 60604 and you must serve a copy of your letter on attorney for Plaintiff, Thomas Zimmerman, Jr., Zimmerman Law Offices, P.C., 77 W. Washington St., Ste. 1220, Chicago IL 60602, and attorney for Defendant, Brandon Lemley, Querrey & Harrow, Ltd., 175 W. Jackson Blvd., Ste. 1600, Chicago, IL 60604.
- 9. Court's Fairness Hearing.** The Court will hold a Fairness Hearing to decide whether to finally approve the settlement on _____ **[Date]** at _____ **[time]** **a.m.** at the U.S. District Court, 219 S. Dearborn St., Courtroom 1019, Chicago, IL 60604. At the fairness hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. You may, but are not required to, attend the Fairness Hearing. If there are objections or requests to be heard, the Court may consider them at the hearing. You cannot speak at the Fairness Hearing if you exclude yourself from the Class.
- 10. What happens if I do nothing?** If you do nothing and the Court approves the settlement, then you will not receive any Settlement Benefits, but you will still be bound by the settlement. The only way to receive Settlement Benefits is to submit a claim form.
- 11. Additional information.** You may seek the advice of your own private attorney at your own expense. You may also inspect pleadings and court records during regular business hours at the U.S. District Court, 219 S. Dearborn, 20th Floor, Chicago IL 60604. You may also contact Class Counsel at 312-440-0020.

DO NOT CALL THE COURT WITH QUESTIONS

- 12. What if I move?** If you have moved or will move before the time for receiving Settlement Benefits, please update your contact information with the Class Claims Administrator, First Class, Inc./ Ferrill, 5410 W. Roosevelt Rd., Ste. 222, Chicago, IL 60644-1490.

EXHIBIT C

**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS,
EASTERN DIVISION**

SCOTT FERRILL, individually and on behalf
of all others similarly situated,
Plaintiffs,

v.

VILLAGE OF VILLA PARK, an Illinois
municipality,
Defendants.

No. 19 cv 6809

Honorable Young Kim

FINAL APPROVAL ORDER, JUDGMENT, AND ORDER OF DISMISSAL

THIS MATTER coming to be heard on the parties' Joint Motion for Final Approval of Class Action Settlement (the "Motion") pursuant to the Order Preliminarily Approving Class Action Settlement and Certifying Settlement Class dated _____, 2020, due notice having been given to the members of the Settlement Class (the "Class Members") as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore;

IT IS HEREBY ORDERED:

1. This Final Approval Order, Judgment and Order of Dismissal (the "Judgment") incorporates by reference the definitions in the Settlement Agreement and, unless otherwise defined herein, all such terms used in this Judgment shall have the same meanings as set forth in the Settlement Agreement.
2. This Court has jurisdiction over the subject matter of the lawsuit and over all parties to the lawsuit, including all Class Members.

3. Due and adequate notice of the proceedings and settlement having been provided to the Class Members, and a full opportunity having been afforded to them to participate in the fairness hearing of the settlement, it is determined that the Class Members are bound by this Judgment.

4. This Court dismisses this lawsuit on the merits with prejudice.

5. Pursuant to Fed. R. Civ. P. 23(c)(1)(B), the Court has certified the Settlement Class as defined in the Settlement Agreement.

6. With respect to the Settlement Class, this Court finds and concludes, for purposes of this settlement only, that: (a) the members of the Settlement Class are so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class which predominate over any individual questions; (c) the claims of the Plaintiff are typical of the claims of the Settlement Class; (d) Plaintiff and his counsel have fairly and adequately represented and protected the interests of all of the Class Members; and (e) a class action is superior to other methods for the fair and efficient adjudication of this lawsuit.

7. The Court finds that the settlement is, in all respects, fair, reasonable, and adequate as to each of the members of the Settlement Class and therefore this settlement and the terms of the Settlement Agreement are approved.

8. The Court finds Plaintiff is an adequate Class representative, and Class Counsel have competently represented the Class.

9. The Court awards: i) a \$1,000.00 Service Award to Plaintiff, Scott Ferrill; and (ii) a total payment of \$20,000.00 for Attorneys' Fees/Expenses to: Zimmerman Law Offices, P.C., which payments shall be paid pursuant to the terms of the Settlement Agreement. The Court finds that the Service Award and these fees, costs and litigation expenses are fair, reasonable, and appropriate, and taking into account the circumstances and history of this case, including the result achieved, the risk of litigation, the skill'

required and the quality of work, and the contingent nature of the fee. No other fees or expenses may be awarded to in connection with this lawsuit. These payments satisfy any and all obligations of Defendant regarding any claim for attorneys' fees, expenses, costs, and/or Service Awards.

10. Upon the Effective Date, each of the Class Members shall be deemed to have, and by operation of this Judgment shall have fully, finally, and forever released, relinquished, and discharged all claims against Defendant and its respective current and former public officials, officers, directors, employees, predecessors, successors, assigns, agents and attorneys from the claims and defenses solely alleged in the lawsuit.

11. Upon the Effective Date, the Class Members are hereby individually and severally permanently barred and enjoined from instituting, commencing, prosecuting, participating in, or continuing any action or other proceeding in any court or tribunal of this or any other jurisdiction, either directly, representatively, or in any other capacity, against any of the Released Parties or asserting any claims that are alleged in the lawsuit.

12. The Class Settlement Notice given to the Class Members was the best notice practicable under these circumstances. The Class Settlement Notice fully satisfied the requirements of Fed. R. Civ. P. 23 and the requirements of due process.

13. The Settlement Agreement, the settlement and any act performed, or document executed pursuant to or in furtherance of the settlement shall not be deemed an admission any of the parties. Defendant may file this Judgment in any action that may be brought against Defendant or its agents as support of a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14. The Court retains continuing jurisdiction over: (i) the implementation of the settlement and the terms of the Settlement Agreement; and (ii) Plaintiff, Defendant, and the Settlement Class members for the purpose of construing, enforcing, and administering the settlement, the terms of Settlement Agreement and the payments ordered in this Judgment.

Entered:

Magistrate Judge Young B. Kim

EXHIBIT D

CLAIM FORM

**Ferrill v. Village of Villa Park
Court No. 19-cv-6809 (N.D. Ill.)**

Please fill out the information below completely and legibly. If the information you provide is incomplete, illegible, inaccurate, or not supported by the Village's records, your claim may be rejected in whole or in part.

Name		
Address		
City	State	ZIP
Telephone Number		

Signature: _____

Signed on: _____, 2020
(Insert Date)

Mail this Claim Form to the following address:

**First Class, Inc./Ferrill,
5410 W. Roosevelt Rd., Ste. 222
Chicago, IL 60644-1490**

**YOUR CLAIM FORM MUST BE POSTMARKED OR OTHERWISE DELIVERED ON OR BEFORE
_____ [DATE]**

EXHIBIT E

[VILLAGE PRESS RELEASE LETTERHEAD]

PRESS RELEASE

The Village of Villa Park recently agreed to settle a class action lawsuit that was filed in 2019 alleging that the Village's former practice of placing chalk marks on the tires of vehicles parked in timed, but unmetered locations violated the 4th Amendment to the U.S. Constitution.

Although the Village disputes the claims, and believes that placing chalk on tires does not violate the 4th Amendment, it has agreed to settle the lawsuit due to the anticipated costs of defending the suit.

Under the terms of the settlement, an individual who paid a parking ticket that was issued based on the chalking of tires may submit a claim form to receive a refund of 75% of the amount paid. Class members have until **[DATE]** to submit a claim. Additionally, as part of the settlement, the Village has agreed to stop using chalk marks in the enforcement of its parking regulations in the future (unless controlling law allows it), and cancel unpaid parking tickets issued based on chalking a vehicle's tires. Class members also have the right to exclude themselves from the settlement or file objections. Such exclusions and objections are due by **[DATE]**.

Direct mail notice is being sent to affected Class members. If you believe you are entitled to a refund under this settlement but did not receive a notice in the mail, you should contact Class Counsel, Thomas A. Zimmerman, Jr. of Zimmerman Law Offices, P.C., at 312-440-0020, to verify your inclusion in the Class, and receive a copy of the notice that explains your rights under the settlement and a claim form. The notice and claim form are also available for download on Class Counsel's website, www.attorneyzim.com/class-action-notices/.

Village Board of Trustees Agenda Item Report

Meeting Date: May 11, 2020

Submitted by: Mike Todorovic

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section:

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Edwin Hancock Engineering Co. of Westchester, Illinois, for Phase III Construction Engineering of the Yale Avenue Improvement Project (Plymouth to Ridge) in an Amount Not to Exceed \$99,948

Suggested Action:

The Village advertised for bids for the Yale Avenue Improvement Project (Plymouth to Ridge) on April 20, 2020. The scope of work includes roadway reconstruction, water main installation, adjustment of drainage structures, sidewalk removal and replacement, parkway restoration, and other related and incidental work efforts. This resolution will approve a contract with Edwin Hancock Engineering Co. for Phase III construction engineering of the project. Funding for the construction engineering work is budgeted in the Street Improvement Fund (Referendum), Water Supply Fund, and Wastewater Fund (Capital).

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - Yale Avenue Project Phase III Construction Engineering](#)

[Yale Avenue Project Phase III Construction Engineering Proposal](#)

[Yale Avenue Project CIP Listing](#)

[RESO - Yale Avenue Project Phase III Construction Engineering](#)

Memo



To: Rich Keehner, Jr., Village Manager
From: Mike Todorovic, Senior Civil Engineer

A handwritten signature in blue ink, appearing to read "Mike Todorovic", is placed below the "From:" line.

Date: April 15, 2020

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Edwin Hancock Engineering Co., of Westchester, Illinois, for Phase III Construction Engineering of the Yale Avenue Improvement Project (Plymouth to Ridge) in an Amount Not to Exceed \$99,948.00

Staff recommends approval of an engineering services agreement with Edwin Hancock Engineering Co. (Hancock Engineering), of Westchester, Illinois, for Phase III construction engineering of the Yale Avenue Improvement Project (Plymouth to Ridge). The construction contract went out to bid on April 20, 2020.

Staff completed a consultant Qualifications Based Selection (QBS) process for the evaluation of consultants to perform construction engineering of street, drainage and utility improvements. Hancock Engineering, of Westchester, Illinois, was selected as one of the firms to perform these services for the Village based on their qualifications. The scope of the engineering services would include pre construction coordination, shop drawing review, construction observation and documentation, survey verification, inspection of traffic control and erosion control, measurement and computation of pay items, preparation of pay estimates, and preparation of record drawings.

Funding would be taken from the Street Improvement Fund (Referendum) account number 60.502.03.292, Water Supply Fund account number 82.502.02.292 and Wastewater Fund (Capital) account number 83.502.02.292. Additionally, the Village has received Community Development Block Grant Funding for the construction of the Yale Avenue Improvement Project (Plymouth to Ridge).

The timeframe for construction engineering services would follow project construction which is anticipated to be from late May 2020 through late August 2020. However, project reporting and closeout may extend beyond project completion, and as such, this agreement reflects those potential efforts. A project listing and map from the 2020 CIP is attached.

RECOMMENDATION

Staff recommends approval of an engineering services agreement with Hancock Engineering, of Westchester, Illinois, for Phase III construction engineering of the Yale Avenue Improvement Project (Plymouth to Ridge) in an amount not to exceed \$99,948.00.

April 9, 2020

Kevin L. Mantels, P.E.
Assistant Village Engineer
Village of Villa Park
20 S Ardmore Ave
Villa Park, IL 60181

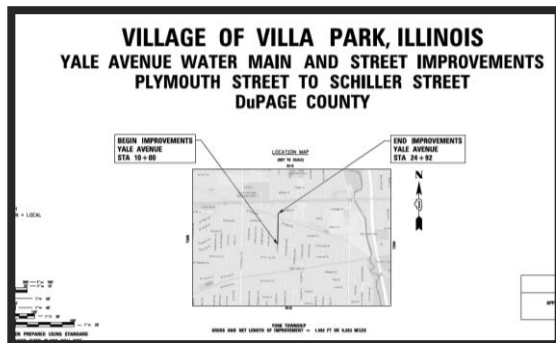
**Re: Village of Villa Park
Yale Avenue Improvement Project**

Dear Mr. Mantels:

Hancock Engineering is pleased to submit our proposal for providing professional engineering services to the Village of Villa Park for performing construction oversight and management of DuPage County CDBG Grant paperwork for the Yale Avenue watermain and street improvement project.

We have reviewed the bidding document, walked the project site and discussed the project with our intended project team. We have a thorough understanding of the intent of this project.

Yale Avenue



- Approximately 2,100' of curb and gutter replacement
- Approximately 2,500 square feet of sidewalk removal and replacement, including ADA sidewalk ramps and detectable warnings
- Approximately 1,500 feet of watermain replacement
- Nearly 1,000 Tons of Hot-Mix Asphalt pavement

We have the ability and experience to ensure this construction project is adequately implemented from start to finish, including experience in performing construction oversight of very similar projects as well as experience with CDBG funding requirements.

Hancock Engineering is a mid-sized civil engineering firm that specializes in municipal consulting. We pride ourselves on providing strong client support throughout the project from initial planning stages through project completion. We currently provide full-time municipal engineering services to twelve (12) municipal clients and two (2) water commissions. Hancock Engineering has a reputation of performing exceptional work in all aspects of municipal engineering and planning. Our clients will attest that we provide excellent service at reasonable rates and costs. We would be happy to provide references at your request.

Project Understanding

We understand that the Village of Villa Park is seeking a proposal for engineering services to provide complete construction oversight of this sewer separation project.

Our proposed scope of services is as follows:

1. A project kick-off meeting will be held with the Village, Hancock Engineering, and other interested parties to discuss the project scope and limits. Hancock Engineering will ascertain the standard practices of the Village and become thoroughly familiar with the contract documents, the plans for the construction project and any approved changes there to. We will also schedule a pre-construction conference with the Village, Contractor and Sub-Contractors, and DuPage County.
2. Provide notifications to residents who will be disturbed by construction. We will supply a 24 hour phone number for each project engineer for inclusion in our notifications.
3. Hancock Engineering will confirm that the Contractor's layout meets with the plans.
4. We will provide a Resident Engineer who will provide construction observation and field checks of materials and equipment on a **full-time continuous** basis.
5. We will work with the Village's QA Material Testing firm to ensure that proper materials are being supplied by the Contractor.
6. We will provide comprehensive documentation and maintain orderly files or correspondence.
7. We will ensure that the Contractor completes necessary County requirements and procedures, including registration on SAM.gov and submittal of canceled checks and certified payrolls.
8. We will maintain and prepare all necessary documentation as required by CDBG funded projects. This includes, but is not limited to, Debarment, Section 3, and Davis Bacon Act.
9. We will provide efficient close-out. It is our policy to complete a preliminary "Pre-Final" inspection in which we provide the Contractor with a list of deficiencies that must be corrected prior to project close-out. Once these items have been corrected, we will invite the Village to conduct a Final Inspection. If any items are found to need correction, we will provide instruction to the Contractor to correct the issues. After all items have been amended, we will make a recommendation to the Village concerning project acceptance.
10. We will oversee the work within CN ROW. We have read the INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT REQUIREMENTS AND INSTRUCTIONS. We also acknowledge that although it will be the Contractor's responsibility to satisfy these requirements, our staff will need to provide oversight and at times act as a liaison between the Village, the Contractor, and the railroad.
11. Hancock Engineering will provide continuous communication with the Village and its residents.

Exclusions

This proposal does not include the acquisition of any permits (including CN railroad) or QA Materials testing.

CDBG Experience

Over the last 10 years Hancock Engineering has provided design and construction engineering services for construction averaging \$30 million dollars annually. Our experience with Cook County Community Development Block Grant Projects extends into the 1980's. Over the last several years we have managed engineering and documentation related service for CDBG projects for an average of \$770,000 per year of CDBG grants within several suburban communities. In addition to engineering services related to the design, construction, and documentation of the quantities and work progress of the water mains, roadways and sewer improvements, Hancock's involvement in CDBG extends to grant management, including the following:

- **Preconstruction** – Review and ensure that the contractor provides the following documentation:
 - Contractor Subcontractor Certification are submitted within 10 days after execution of the contract (contracts over \$10,000)
 - Contractors Notification of Subcontracts Awarded (contracts over \$10,000)
 - Contractors List of Work in the Bid Condition Area (contracts over \$10,000)
 - Ensuring that the Section 3 Affirmative Action Plan is submitted with 15 days of award of the contract, and reviewing to ensure that the plan makes all required efforts to train and employ lower income residents of the project area and subcontract work with small business within the area (contracts over \$100,000)
 - Preliminary Statement of Work Force Needs (contracts over \$100,000)
 - Ensuring all Contractors who obtain bidding documents are registered on SAM.GOV.
- **Construction** – Conducting employee interviews of each contractor & subcontractor with contracts costs over \$2,500 covering each trade on a monthly basis, and reviewing submitted certified payrolls to ensure compliance with Davis Bacon Wage decision. We also ensure that the contractor has the required documentation placed on the project job board before the start of construction.
- **Additional Grant Administration** – We prepare and maintain a tabbed project binder including the referenced documentation detailed under for design,

preconstruction and construction and review the Section 3 Summary Report ,
prepare Project Performance Reports: Our Project Binder includes the following
tabs for the Cook County CDBG Projects we have administered:

- Certified Estimate of Cost & Bid Specifications
 - Publication of Invitation of Bid/ Recommendation of Bid/ Bid Tabulation/
copy of bids received
 - Executed Contract/ Bonds / Insurance
 - Engineers Pay Estimates/ Contractor Invoices & Waivers/ Cook County
Vouchers and Affidavits
 - Contractors Certification/ Notification of Subcontracts Awarded/
Contractors Federal & Non- Federal Work/ Certified Payrolls/ Payroll
Interviews and Wage Reviews/ Section 3 Final Summary
 - Pertinent Cook County Forms
- 4A – Ensuring Labor Standards, EEO, Section 3 and Clean Air & Water Pollution, and
Architectural Barriers Act are addressed in the specifications prior to bidding.
- 4B - The invitation to Bids including applicable Federal Requirements, related to Davis
Bacon, Copeland Anti-Kickback, Contract Work Hours & Safety Standards, Section 3
Affirmatives Action Plan, in addition to standard Village and state procurement
requirements.
- 4D - Bid Result Summary indicating that required documentation has been provided and
reviewed, the results of the 3 lowest bidders, and a certification that the
documentation is compliant with the project specifications.
- 4E- Project Completion/Closeout summarizing the project schedule, cost, and that
pertinent documentation was provided and the dates of their receipt.
- Photos of the project Before/During/After documenting the
improvements impact one area
 - Performance Reports provided and quarterly basis of the activities
completed by the grant during that time period.

Project Team

Chris Baker, P.E. will be assigned as the Project Manager for these watermain improvements.
Chris has over 15 years of experience managing a wide variety of similar projects and currently
serves as client manager for the Villages of Broadview and Oak Park.

Chris is **certified in IDOT documentation** and is very familiar with the ICORS program.

As Project Manager, Chris will also serve as the **Public Outreach Liaison**. Chris has recently served as project liaison for the American Public Works Association – Suburban Branch **Project of the Year, Village-Wide Alley Improvements** within the Village of Melrose Park with construction costs over \$10,000,000.

Chris understands the need to work closely with the residents, schools, and businesses along the project site, and that for a construction experience to be a satisfying achievement, it is important to satiate the public's desire to be kept continually informed. We pride ourselves on our service and firmly believe that our responsiveness is unmatched in the industry. He will provide, at a minimum, weekly construction status updates as to project progress, developing issues, and pertinent communications. **We pride ourselves on our responsiveness and commitment to our clients.**

Chris will work with our Construction Engineers to ensure that all construction work on this project will be up to our high standards.

Laura Swiatnicki will be the CDBG Specialist for this Contract. Laura has been with Hancock Engineering for over twenty years and has been our CDBG Manager for the past ten years. Laura has worked hand-in-hand with Karl Brinson and Sylvia Parham to achieve a complete understanding of the CDBG process. Each and every CDBG funded project that has been designed and/or construction managed by our office has undergone a detailed review from Laura prior to bidding. She handles the necessary Employee Interviews, the Certified Payroll reviews, the completion of all County forms and attends the Pre-Construction meeting so that she can assist County in ensuring that the Contractor fully understands the requirements as set forth by the County.

Among the County forms that Laura oversees completion of, are:

- Form 4A – Labor Standards, this form goes with bidding documents for approval to the County before bid table.
- Form 4B – Notice to Bidders
- Form 4D – Bid/Contract Approval, this form goes to County after project has been bid.
- Form 4E – Project Completion, this form goes to County when project is complete.
- Form 4F – Employee Interviews, this is a HUD form that is completed when we interview workers on job site.

We are proud of Laura's complete understanding of the CDBG process and feel there is nobody more skilled and experienced to oversee CDBG documentation in the industry.

Derek Gustafson will be assigned as a Field Engineer for this project. Derek is relatively new to our firm but was very involved in utility construction projects for his previous firm in Cleveland, Ohio. Since being hired at Hancock Engineering, Derek has shown a very strong work ethic and has risen above his peers as an excellent engineer. He is very confident and is able to communicate quickly with direction to contractors.

Derek has experience working within the Village of Villa Park as he served as our lead Field Engineer for the Biermann Street Sewer Improvements in 2017, a project that also utilized CDBG funding.

This past summer Derek served as inspector for two utility and roadway projects in the Village of Downers Grove totaling over \$1,500,000. Derek has led Progress Meetings, wrote weekly updates for the Public Works Directors, and oversaw the documentation of the projects.

Schedule

Hancock Engineering understands the necessity for this project to be completed in a prompt manner. We are aware that this project has an 73-day completion period. This project must be substantially completed during North School's Summer break, with the exception of 10 calendar days being given for the work within the Railroad tracks and punchlist work. We have analyzed the necessary design steps and associated timetables and evaluated our current capacity of resources. We will be able to sufficiently staff this project.

	May				June					July				August					September			
	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28
Administration																						
Review of Final Bidding Documents																						
Pre-Construction Meeting																						
Shop Drawing Review																						
Notification Letters																						
Layout Verification																						
Full-Time Construction Observation																						
Part-Time Inspection (Punchlist)																						
Full-Time Inspection (Railroad)																						
Project Close-Out																						

Projected Man-Hours

Hancock Engineering has reviewed the planned construction and associated schedule and have calculated the following manhours based on our investigation and expectation that construction will include full-time inspection for a full 10 weeks occurring between June 1st and August 14th.

Projected Hours per Employee	Baker	Swiatnicki	Gustafson	CADD
Pre-Construction	16	4	40	0
During Construction	160	20	400	0
Post-Construction	40	40	80	24
Total Projected Hours	824			

Preconstruction services include preparing for and attending pre-construction meeting, performing a review of the construction drawings and specifications, reviewing shop drawings, verifying the Contractor layout, and initiating the process of notifying residents and school.

Construction Engineering Costs**Preconstruction Engineering Services**

Baker	16	hrs	\$143/hr	\$ 2,288
Swiatnicki	4	hrs	\$65/hr	\$ 260
Gustafson	40	hrs	\$118/hr	\$ 4,720

During Construction Engineering Services (10 Weeks)

Baker	160	hrs	\$143/hr	\$ 22,880
Swiatnicki	20	hrs	\$65/hr	\$ 1,300
Gustafson	400	hrs	\$118/hr	\$ 47,200

Post Construction (Including Landscaping) Engineering Services

Baker	40	hrs	\$143/hr	\$ 5,720
Swiatnicki	40	hrs	\$65/hr	\$ 2,600
Gustafson	80	hrs	\$118/hr	\$ 9,440

CADD – As-Builts provided in AutoCAD and GIS layers format

Martin	30	hrs	\$118/hr	\$ 3,540
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Total NTE Cost for Construction Engineering Services: \$99,948

Project Cost

We will complete the above work on an Hourly Basis, Not-To-Exceed \$99,948.00 based on ten weeks of full-time inspection.

We appreciate the opportunity to provide this proposal to the Village of Villa Park for the above referenced project. We have based our fee on the results of our discussions and a n expected Man-Hour Breakdown. Upon acceptance, please sign both copies, retain one for your files and send one to the attention of:

Mr. Chris Baker, P.E.
9933 Roosevelt Road
Westchester, IL 60154

If you should have any questions, please feel free to give me a call.

Executed by the VILLAGE, this

_____ day of _____, 2020

VILLAGE OF VILLA PARK

By _____

Richard Keehner Jr.
Village Manager

Executed by the ENGINEER, this

_____ day of _____, 2020

EDWIN HANCOCK ENGINEERING CO.


Derek Treichel, P.E., CFM
President

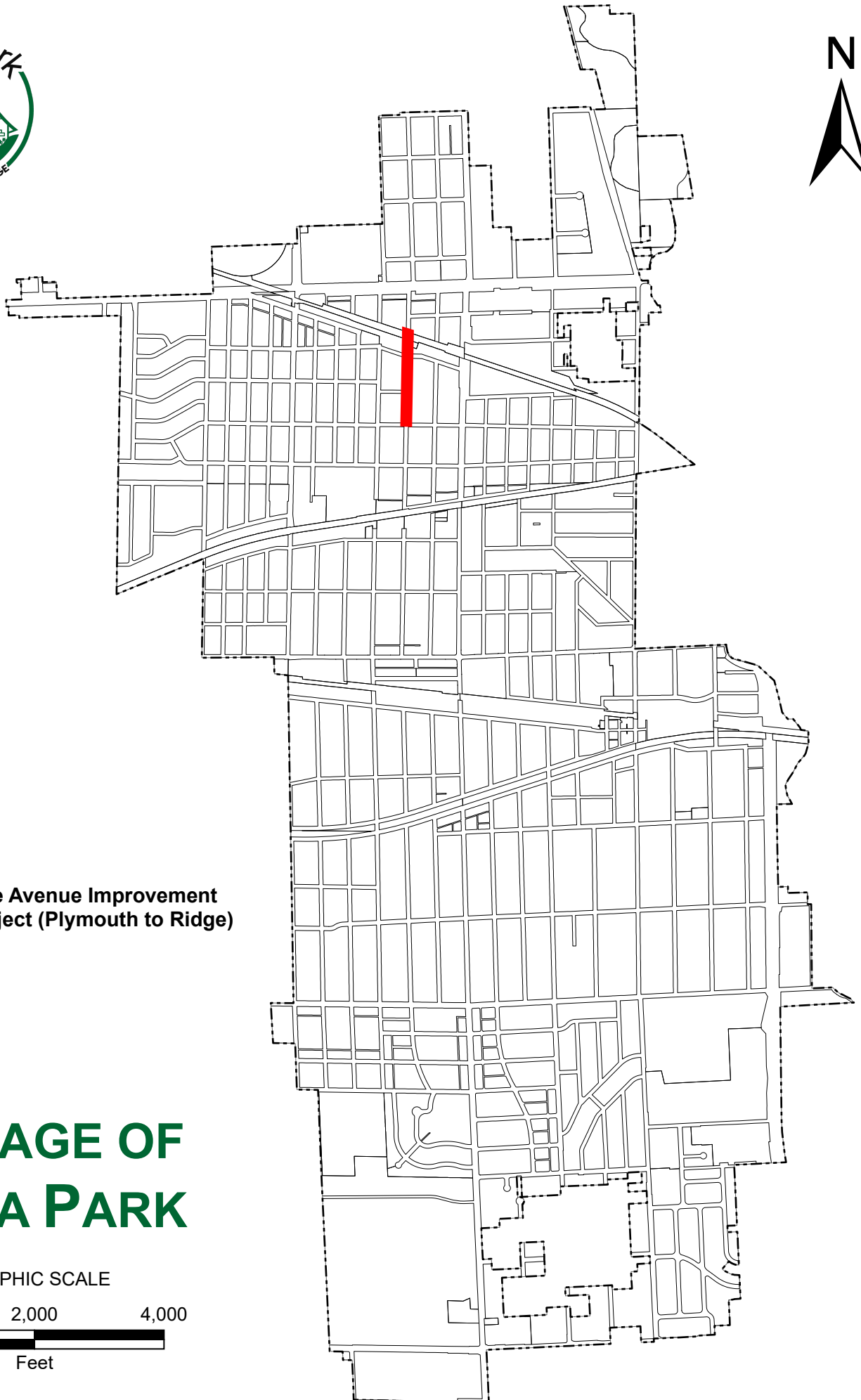
Enclosures

Hourly Rates

PERSONNEL CLASSIFICATION	(Team Members)	TOTAL BILLING RATE
ENGINEER –VI	(Lucas)	\$ 143.00
ENGINEER -V		\$ 133.00
ENGINEER -IV		\$ 123.00
ENGINEER -III	(Gustafson)	\$ 118.00
ENGINEER -II		\$ 105.00
ENGINEER -I		\$ 93.00
CADD MANAGER		\$ 118.00
CADD TECHNICIAN -II		\$ 108.00
CADD TECHNICIAN -I		\$ 98.00
ENGINEERING TECHNICIAN – V		\$ 118.00
ENGINEERING TECHNICIAN – IV		\$ 105.00
ENGINEERING TECHNICIAN – III		\$ 85.00
ENGINEERING TECHNICIAN – II		\$ 65.00
ENGINEERING TECHNICIAN – I		\$ 40.00
ADMINISTRATIVE ASSISTANT		\$ 65.00

Note: The Schedule of Hourly Rates are subject to change annually as of March 1st. The most current Schedule of Hourly Rates will be in effect at the date of service.

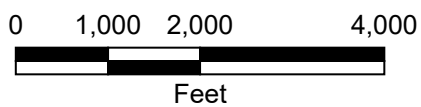
*All hourly rates include costs for out-of-pocket expenses including mileage, tolls, photocopying, etc. and no additional compensation will be sought for these items. **Hancock Engineering has no hidden fees.***



 **Yale Avenue Improvement
Project (Plymouth to Ridge)**

VILLAGE OF VILLA PARK

GRAPHIC SCALE



VILLAGE OF VILLA PARK CAPITAL IMPROVEMENT PLAN 2020 THROUGH 2024		Fund(s) / Department(s): GO Bonds Water Supply Fund Wastewater Fund CDBG Grant
Project Name: Yale Avenue Improvement Project (Plymouth to Ridge)		
Objective:	To improve the condition of the roadway by removing the existing deteriorated pavement and replacing it with a new, structurally sound pavement. To improve water system capacity and reliability by replacing the existing water main.	
Description:	This project consists of the reconstruction of North Yale Avenue from Plymouth Street to Ridge Road. The project includes replacement of the existing water main. Some selective sanitary sewer system improvements are also included.	
Justification:	The Village's pavement management program has determined that the condition of the street has deteriorated to the point that pavement rehabilitation is needed. This project is to be partially funded by voter approved bond proceeds. The Village has been awarded grant funding under the Community Development Block Grant (CDBG) Program for the water main improvements.	

Funding Source	Total Cost	Previous Years	Estimated Expenditures by Year					Future Years
			2020	2021	2022	2023	2024	

Engineering / Professional Services								
GO Bonds	71,600	34,600	37,000	-	-	-	-	-
Water Supply Fund ¹	113,700	53,700	60,000	-	-	-	-	-
Wastewater Fund ¹	2,000	-	2,000	-	-	-	-	-
CDBG Grant	-	-	-	-	-	-	-	-
Engineering Subtotals	187,300	88,300	99,000	-	-	-	-	-

Construction / Building								
GO Bonds	370,000	-	370,000	-	-	-	-	-
Water Supply Fund ¹	180,000	-	180,000	-	-	-	-	-
Wastewater Fund ¹	20,000	-	20,000	-	-	-	-	-
CDBG Grant	400,000	-	400,000	-	-	-	-	-
Construction Subtotals	970,000	-	970,000	-	-	-	-	-

Funding Sources Subtotals								
GO Bonds	441,600	34,600	407,000	-	-	-	-	-
Water Supply Fund ¹	293,700	53,700	240,000	-	-	-	-	-
Wastewater Fund ¹	22,000	-	22,000	-	-	-	-	-
CDBG Grant	400,000	-	400,000	-	-	-	-	-
PROJECT TOTALS	1,157,300	88,300	1,069,000	-	-	-	-	-

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

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Edwin Hancock Engineering Co., of Westchester, Illinois, for Phase III Construction Engineering of the Yale Avenue Improvement Project (Plymouth to Ridge) in an Amount Not to Exceed \$99,948.00

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

WHEREAS, the Village received Community Development Block ("*CDBG*") funding for the Yale Avenue Improvement Project (Plymouth to Ridge); and,

WHEREAS, the Village staff has completed a consultant Qualifications Based Selection (QBS) process and has recommended an agreement with Edwin Hancock Engineering Co. ("*Hancock Engineering*"), of Westchester, Illinois, to perform Phase III construction engineering services for the Yale Avenue Improvement Project (Plymouth to Ridge) in an Amount Not to Exceed \$99,948.00; and

WHEREAS, Hancock Engineering has submitted a proposal to perform Phase III construction engineering services pursuant to the terms and conditions of the written proposal (the "*Services Agreement*"); and,

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have reviewed Hancock Engineering's proposal to enter into an engineering agreement (the "*Services Agreement*"), and believe it is in the best interests of the Village and its residents to enter into the Services Agreement as herein set forth, in order to facilitate the construction of the Yale Avenue Improvement Project (Plymouth to Ridge).

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

Section 1. That the recitals in the preambles to this Resolution are incorporated into this Section 1 as if fully set forth herein.

Section 2. That the Services Agreement between the Village of Villa Park and Edwin Hancock Engineering Co., an Illinois corporation, attached hereto and made a part hereof, is hereby approved and the Village President, Village Clerk, and Village Manager are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to implement its terms on behalf of the Village.

Section 3. This Resolution shall be in full force and effect immediately from and after its passage and approval according to law.

Passed this ____ day of _____, 2020, pursuant to a roll call vote as follow:

AYES:

NAYS:

ABSENT:

Approved this _____ day of _____, 2020.

Village President

Attest:

Village Clerk

Village Board of Trustees Agenda Item Report

Meeting Date: May 11, 2020

Submitted by: Mike Lay

Submitting Department: Police Department

Item Type: Resolutions

Agenda Section:

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Purchase of a Mobile License Plate Recognition System through Vigilant Solutions, LLC in the Amount of \$20,605

Suggested Action:

The Police Department consistently reviews enforcement procedures for parking restrictions throughout the community. Current procedures in heavily trafficked areas such as the Metra parking lots and the S. Villa Avenue Business District have proven inefficient or ineffective, causing personnel to explore alternative methods of enforcement. A Mobile License Plate Recognition (LPR) system will allow for cameras to virtually monitor vehicles that are parked in time restricted locations and, in the case of the Metra parking lots, check license plates for proof of payment. It is recommended that a Mobile License Plate Recognition (LPR) system be purchased from Vigilant Solutions in the amount of \$20,605. Funding for the purchase will be taken from Capital Outlay account number 10.520.09.401.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[Vigilant LPR Quote](#)

[IL_Off Street 90 Degree Parking](#)

[IL_Off-Street Angled Parking](#)

[IL_On-Street Parallel Parking](#)

[RESO - Parking LPR](#)



Quote For:

**Villa Park Police Department
Attn: Chief Michael Lay**

**Reference:
Mobile LPR Parking**

Quote By:

**Vigilant Solutions, LLC
Tyler Cain**

Date: 04-22-2020

Be Smart. Be Safe. Be Vigilant.

		Vigilant Solutions, LLC 1152 Stealth Street Livermore, California 94551 (P) 925-398-2079 (F) 925-398-2113		Be smart. Be safe. Be Vigilant.	
Issued To:	Villa Park Police Department - Attention: Michael Lay			Date:	04-22-20
Project Name:	Mobile LPR Parking			Quote ID:	TMC-0018-03

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description
(1)	Mobile LPR SYS-1 CDM-2-22--RHD	Mobile LPR 2-Camera Reaper High-Definition System (Expandable to 4 Cams) <u>Hardware:</u> - Qty=2 8mm lens package - VLP-5200 Processing Unit - Wiring harness w/ ignition control (Direct to Battery) - Single point power connection - Field installed GPS antenna <u>Software:</u> - CarDetector Mobile LPR software application for MDC unit - LPR vehicle license plate scanning / real time alerting - Full suite of LPR tools including video tool set
(1)	VSBSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Managed/hosted server account services by Vigilant - Includes access to all LEARN or Client Portal and CarDetector software updates - Priced per camera per year for up to 14 total camera units registered - Requires new/existing Enterprise Service Agreement (ESA)
(1)	VS-VPS-PT-01	Parking Enforcement System Toolkit - Annual fee per-system - Toolkit enables Vigilant LPR systems to receive alerts on chalking (timed parking) violations as well as whitelist violations for vehicles that have not paid, do not have permits, or are otherwise not on a registered list of vehicles - Included with a Vigilant Mobile System Subscription
(2)	VS-VPS-PI-INT	Parking Integration - Enables integration for payment validation using LPR - Integration allows for credentials to be entered into the Client Portal software for synchronization of parking locations and paid vehicles to Vigilant LPR systems - Annual fee, per integration

(1)	VS-CLIENTPORTAL-H	Client Portal Account - Vigilant Client Portal account for management of client-owned LPR data and systems - Management of users, data sharing and access control permissions - Use of Vigilant's patented analytic tools
(1)	SSU-LN-COM	Vigilant Start Up & Configuration of Hosted/Managed Server Account - New client account setup - Required for all hosted/managed client accounts
(1)	SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system - Vigilant technician to visit customer site - Includes system start up, configuration and commissioning of LPR system - Applies to mobile (1 System) and fixed (1 Camera) LPR systems
(1)	VS-TRNG	Vigilant End User Training for LPR Systems - End user training for Vigilant products - Covers all client purchased applications - Includes classroom and field operation training - Vigilant certified technician to visit site and perform one training class
(1)	VS-TRVL-01	Vigilant Travel via Client Site Visit - Vigilant certified technician to visit client site - Includes all travel costs for onsite support services
(2)	CAM-MOUNT-FLAT-ASSY-SET	Universal LPR Camera Mounting Bracket - RAM Ball Mount with Flat Base - Mounted directly to vehicle surface - Requires drilling - Includes Locking Plate, Thumb Screw and Locking Screw - One per camera
(1)	VS-SHP-01	Vigilant Shipping Charges - Applies to each Mobile LPR System - Shipping Method is FOB Shipping
Subtotal Price (Excluding sales tax)		\$19,555.00

Consider the "add" price for the following items:

Qty	Item #	Description
(1)	CDMS21HWW	2-Camera Mobile LPR System - Extended Hardware Warranty - 1 Additional Year - Full mobile LPR hardware component replacement warranty - Applies to 2-Camera hardware system kit - Valid for 1 year from warranty expiration
Subtotal Price (Excluding sales tax)		\$1,050.00

Quote Notes:

- 1. All prices are quoted in USD and will remain firm and in effect for 60 days.
- 2. Returns or exchanges will incur a 15% restocking fee.
- 3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
- 4. All hardware components to have standard One (1) year hardware warranty.
- 5. This Quote does not include anything outside the above stated bill of materials.
- 6. Does not include in-vehicle cellular hotspot (MIFI / Cradlepoint)
- 7. Customer responsible for installation of cameras and hardware.
- 8. Parking Integrations to include: Cale and Passport

Quoted by: Tyler Cain - 216-319-3478 - tyler.cain@motorolasolutions.com

Total Price (Excluding sales tax)	\$20,605.00 (Including All Adds)
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Annual Recurring Costs				
Line Item	Year 2	Year 3	Year 4	Year 5
CLK (Software)	\$1,050	\$1,050	\$1,050	\$1,050
Integrations	\$2,000	\$2,000	\$2,000	\$2,000
Parking Toolkit	\$1,000	\$1,000	\$1,000	\$1,000
Total	\$4,050	\$4,050	\$4,050	\$4,050
Optional-Warranty	\$1,050	\$1,050	\$1,050	\$1,050
*CLK/Integration/Toolkit required for each year of contract				
*Extended warranty must be purchased upfront or within the first year.				



Expired Parking



Maverick Scan



Original Scan

Status:	Expired Parking
Date of Scan:	11-12-19
Time of Scan:	01:07:07 PM
Camera Name:	Camera #1
Longitude:	-87.9360440000
Latitude:	42.0641120000
Chalked Type:	Auto Chalk



AJ65560

Camera #1

Location: MP Manual Chalk

Time Limit: 1 Minutes

Current Duration: 10 Minutes

Status:	Expired Parking
Date of Scan:	11-12-19
Time of Scan:	12:48:26 PM
Camera Name:	Camera #1
Longitude:	-87.9360240000
Latitude:	42.0641170000

Action Taken

Warning Issued

Comments

0 Pending Alerts

Incorrect

Confirm



Expired Parking



Current 4cam



Original Scan

Status:	Expired Parking
Date of Scan:	11-21-19
Time of Scan:	02:06:09 PM
Camera Name:	Driver
Longitude:	-87.9701070000
Latitude:	41.8867060000
Chalked Type:	Auto Chalk



L196014
Driver

Location: Geo Zone Villa Park
 Time Limit: 1 Minutes
Current Duration: 11 Minutes

Status:	Expired Parking
Date of Scan:	11-21-19
Time of Scan:	01:34:48 PM
Camera Name:	Driver
Longitude:	0.0000000000
Latitude:	0.0000000000

Action Taken

Comments

0 Pending Alerts

Incorrect

Confirm



Expired Parking



Current View



Original Image

Status	Expired Parking
Date of Scan	11-12-19
Time of Scan	01:11:00 PM
Camera Name	Camera #2
Longitude	-87.9361080000
Latitude	42.0644530000
Chalked Type	Auto Chalk



ZZ84999

Camera #2

Location: MP Manual Chalk
Time Limit: 1 Minutes
Current Duration: 17 Minutes

Status	Expired Parking
Date of Scan	11-12-19
Time of Scan	12:53:50 PM
Camera Name	Camera #2
Longitude	-87.9360370000
Latitude	42.0644790000

Action Taken

None

Comments

0 Pending Alerts

Incorrect

Confirm

**A RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
APPROVING THE PURCHASE OF A MOBILE LICENSE PLATE RECOGNITION SYSTEM**

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, the Village received notification from IRMA to cease the chalking of vehicle tires to determine if a vehicle was parked in a parking space for a period of time longer than the time permitted; and,

WHEREAS, research by the Village Police Department has identified a mobile license recognition system manufactured by Vigilant Solutions, LLC of Livermore, California which would include the installation of cameras in police vehicles for the purpose of monitoring vehicles parked in violation of applicable parking restrictions; and,

WHEREAS, the President and Board of Trustees of the Village (the “*Corporate Authorities*”) have reviewed the quote from Vigilant Solutions, LLC attached hereto (the “*Quote*”), and believe it is in the best interest of the Village and its residents to purchase the mobile license plate recognition system as set forth in the Quote.

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

Section 1: That the recitals in the preambles to this Resolution are incorporated into this Section 1 as if fully set forth herein.

Section 2: That the Village Manager is hereby authorized to purchase the mobile license plate recognition system from Vigilant Solutions, LLC in an amount not to exceed \$20,605 and to continue its use.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed this _____ day of _____, 2020.

APPROVED:

Village President

Attest:

Village Clerk

AGENDA MEMO

Village Board Meeting

May 11, 2020

ISSUE STATEMENT

The Village Board is requested to review and approve a resolution authorizing the purchase of a Mobile License Plate Recognition (LPR) system for the police department for the purpose of parking enforcement.

BACKGROUND/HISTORY

Members of the police department are responsible for the enforcement of parking restrictions in the Metra train lot and other areas of the Village including the Villa Business District.

Parking in certain areas of the Village, such as the Villa Business District, is regulated by time limits. The previous method of enforcement was done by placing a chalk mark on the tires of parked vehicles and documenting the time that mark was placed. If a vehicle with a chalk mark on the tire was found to still be parked in a parking space longer than the time limit provided, a ticket would be issued. In October of 2019 IRMA recommended that all departments cease the chalking of tires due to recent litigation. Without being able to use chalking as a tool for parking enforcement, options to do so are limited.

Research was conducted for an alternative way for members of the police department to enforce parking regulations. Vigilant Solutions was identified as having a system that would include license plate recognition (LPR) cameras being installed on a police vehicle for the purpose of monitoring vehicles for parking enforcement. This system would be able to be integrated with Passport Parking at the Metra lot and also provide for the “virtual chalking” of vehicles that are parked in time restricted areas.

Zones would be set up for areas where there are time restrictions for parking. When the police vehicle is driven in those zones the cameras document the vehicle, location and time the vehicle was parked in that zone. When the officer returns to that zone and a vehicle is still parked past the allotted time limit, the officer will receive a “hit” notifying him/her of the violation and a ticket would then be written for the violation.

Currently, parking in the Metra lot is permitted with the purchase of a quarterly parking permit, a daily permit purchased on line or via a kiosk located at the Metra station or a daily permit purchased at the police station. In order to verify if the owner of a vehicle has paid for a parking space at the Metra lot, a Community Service Officer has to physically inspect the windows of vehicles for a quarterly permit or daily permit purchased from the police station, or verify via an online system that vehicles parked in numbered spaces have paid for the specific numbered space currently occupied by that specific vehicle.

For the Metra lot, the police vehicle would be driven by all of the vehicles in the lot and the cameras would take a picture of each license plate. If a vehicle is parked in the lot and the license plate has not been entered to the system as paid, the officer will receive a “hit” notifying him/her of that information and a ticket would then be written for the violation.

In order to change parking enforcement in the Metra lot, other changes would also need to be made. Specifically, we would need to replace the parking kiosk and change from designated permit and daily pay spaces to all undesignated. Permits would need to be changed from quarterly to monthly (requiring a change to Village Code) and could be purchased in the Passport Parking App.

STAFF RECOMMENDATION

Staff recommends the purchase of a Mobile LPR Parking system from Vigilant Solutions in the amount of \$20,605 which includes a 2-Camera Mobile LPR System, all of the necessary equipment and integrations along with a 1-year extended hardware warranty. Additional fees of \$4,050 in the following years would be necessary to continue the Camera License Key’s, Integrations and Parking Toolkit. Funding for the purchase will be taken from the Capital Outlay account number 10.520.09.401.

There are other vendors with similar systems but not at a cost advantage. Additionally, the police department currently uses Vigilant LPR systems on one police squad vehicle and at a stationary location along North Ave. License plate scans generated by the parking enforcement vehicle have the ability to be shared with the police department for real-time alerts and on-going investigative work, such as stolen vehicles, warrants, etc.

The Schaumburg Police Department has been using the Vigilant Mobile LPR system for parking enforcement in their town for approximately one year and been satisfied with the product and support they received from Vigilant.

ALTERNATE CONSIDERATIONS

No alternatives are available