

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. 4282

Next Resolution No. 2164

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

Village Board of Trustees

April 25, 2022

7:00 PM

Village President Nick Cuzzone

Village Clerk Hosanna Korynecky

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

1. Call to Order - Roll Call

2. Pledge of Allegiance

3. Presentations

3.a Recognition of Retiring Fire Dept. Lt. Chris Gilliland's for 26 Years of Dedicated Service

3.b 2021 Green Champion Awards

4. Public Comments on Agenda Items

5. Amendments to the Agenda

6. Proclamations

6.a Arbor Day Proclamation for April 29th, 2022

Proclamation of April 29, 2022, as Arbor Day in the Village of Villa Park.
[Arbor Day Proclamation 2022](#)

6.b Public Service Recognition Week Proclamation
[Public Service Recognition Week Proclamation.pdf](#)

7. Consent Agenda

7.a Minutes from April 11, 2022 Village Board Meeting
[Minutes Apr 11 2022](#)

- 7.b Bill Listings for the Weeks of April 11, 2022 and April 18, 2022 in the Total Amount of \$619,031.41.
[2022-0411 CY22 Weekly Chk Report](#)
[2022-0418 CY22 Weekly Chk Report](#)

8. Second Reading on Ordinances to be Codified

- 8.a An Ordinance of the Village of Villa Park, DuPage County, Illinois, Granting a Special Use for a Drive-thru in the MX-3 District with variations at 24 E St. Charles Avenue

Property owner Dr. Mohammed Samiruddin proposes to demolish the existing building and build an 1800 s.f. quick serve restaurant with drive-thru. The size and configuration of the site limit ability to accommodate the zoning code requirements to place the drive-thru structure in the rear yard. The proposal meets the goals in the Comprehensive Plan and Standards for Special Use and Variation, and provides public benefits. An aging building would be demolished and a new building would meet the standards of the new MX-3 Zoning District, improve site lines for drivers exiting the Walgreens to the east, create a screened landscaped buffer between the residences to the north, and improve storm water with the inclusion of a 30' landscape area at the rear of the property. Placing the drive-thru in the rear yard provides drive-thru egress onto St. Charles Road, not Cornell Avenue, removes a curb cut on Cornell Avenue, and provides significant landscaping. Overall significant landscaping will be added to the lot but a variance is needed for the width of the perimeter parking lot landscape beds.

[VB_MEMO_042522_PZ-22-0002_24_E_St_Charles_SU_Drive_thru_revised_by_MMW.docx](#)
[ORD_for_PZ-22-0002_24_E_St_Charles_Rd_SU__VAR__042522_Final_revised_title.docx](#)
[Minutes PZ-22-0002 3-10-2022.pdf](#)

- 8.b An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Planned Unit Development Ordinance #3727, which Amended Ordinance #2501, for Variation from Section 6.10.3 Uses to Permit an Additional Accessory Structure for Outdoor Storage of Materials at 880 N. Addison Road.

Bone Roofing at 880 N. Addison Road has requested an amendment to Planned Unit Development O #3727 in order to construct a second materials storage structure immediately south of the existing structure. The amendment of the PUD allows for an additional outside accessory structure to shelter building materials. The Village Zoning Code requires landscaping to be installed along the south border of the new structure which is adjacent to the railroad north of North Avenue. Condition of approval includes installing landscaping along the entrance at Addison Road which will provide greater aesthetic improvement for the community and landscaping will be planted there. Planning and Zoning Commission has recommended approval of the request.

[VB_memo_042522_PZ-22-0003_880_N_Addison_Bone_PUD_Amendment.docx](#)
[Revised_draft_Ordinance_for_Bone_roofing__pz_22-0003_042522.docx](#)
[Exhibit 2 - Amended Site Plan PUD 880 N Addison Road.pdf](#)
[Minutes PZ-22-0003 3-10-2022.pdf](#)

9. Resolutions

- 9.a Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with TranSystems Corporation, of Schaumburg, Illinois, for Phase I and Phase II Design Engineering of the Rebuild IL Resurfacing Project in an Amount Not to Exceed \$163,644.00

The Rebuild IL Resurfacing Project is proposed in the Village of Villa Park's 2022 Budget to begin utilizing the funding the Village received with the Rebuild IL Funding designated through the Motor Fuel Tax (MFT) distribution. The project's objective is to improve the condition of the selected roadways that are in need of resurfacing. The project will occur over a two-year period with the engineering design and construction of the first group of streets budgeted for CY 2022, and the staff would like to proceed with the design efforts. Staff recommends approval of an engineering services agreement with TranSystems Corporation, of Schaumburg, Illinois, for Phase I and Phase II design engineering of the Rebuild IL Resurfacing Project in an amount not to exceed \$163,644.00. Funding for this agreement will be from the Street Improvement Fund 60.502.10.292.

This item satisfies the Village's Short-Term Complex Goal #1 Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc.

[MEMO - Rebuild IL Engineering Agreement](#)

[RESO - Rebuild IL Engineering Agreement](#)

[MAP - Rebuild IL Engineering Agreement](#)

[FINAL Agreement between Villa Park and TranSystems - ReBuild IL Resurfacing Project - TranSystems 2022-04-25.pdf](#)

- 9.b Resolution of the Village of Villa Park, DuPage County, Illinois, Approving License Agreement for the Portion of Alley Right-of-Way Between the Village of Villa Park and the Owners of the Property at 815 South Michigan Avenue

The property owners at 815 South Michigan Avenue wish to remove and replace the existing chain link fence located in the alley right-of-way adjacent to their property with a privacy fence. A license agreement would be needed to grant the property owners permission for the proposed construction and maintenance of the fence.

[MEMO - Michigan S 0815 - License Agreement.pdf](#)

[RESO - Michigan S 0815.doc](#)

[Exhibit A.pdf](#)

[Exhibit B - Legal.pdf](#)

[Michigan_S_0815_-_Exhibit_C_-_License_Agreement.4.22.22.pdf](#)

- 9.c Resolution to Approve and Authorize the Execution of a Standard Form of Agreement Between Owner and Architect By and Between the Village of Villa Park and Williams Architects for the Lions Park Recreation Center

On March 14, 2022, the Village Board approved the Letter of Proposed

Agreement prepared by Williams Architects of Itasca, Illinois, to provide certain professional architectural and engineering services in an amount not to exceed \$1,378,080, in connection with the design development, construction documents/permitting, bidding/negotiations and construction administration of the Lions Park Recreation Center Project. The Letter of Proposed Agreement contemplates the preparation and approval of a formalized AIA Standard Form of Agreement. The proposed resolution authorizes the formalized AIA Standard Form of Agreement with Williams Architects, as contemplated, to provide certain professional architectural and engineering services in connection with the Lions Park Recreation Center Project.

[MEMO_-_Resolution_Approving_AIA_Standard_Form_Agreement_-_Williams_Architect_-_Lions_Park_Recreation_Project.docx](#)

[RESO_-_Approving_AIA_Standard_Form_Agreement_-_Williams_Architect_-_Lions_Park_Recreation_Project \(2\).docx](#)

[CLEAN_DRAFT_AIA_B132-2019_-_Williams_Associates_-_Villa_Park_-_CRisk_redline_and_SRD_revisions_-_042222.pdf](#)

[CLEAN_DRAFT_E203-2013_-_Willaims_Architect.pdf](#)

[EXHIBIT_A.pdf](#)

[Exhibit_B_-_Contractor_s_Certification_-_Williams_Architects.pdf](#)

- 9.d A Resolution of the Village of Villa Park, DuPage County, Illinois Approving the Fiscal Year 2022 Safety Incentive Program and Safe Driver Program

The Village Safety Committee is recommending the continuation of the Safety Incentive and Safe Driver programs for 2022. The program has been in place since 1993 and annually establishes safety goals for each department. For 2022, the overall goal is no more than 500 days lost by all Village employees. The department targets are based on a five year average of time lost and the twenty-five percent reduction. For meeting their targets, employees receive a day off or a \$50 reward. Employees who operate a Village owned or Village approved vehicle who do not have any chargeable driving accidents in the 2022 calendar year will receive a Safe Driver Award. For the 2021, all departments met the established targets with a total of 4 chargeable accidents resulting in 24 lost days. The Safety Committee recommends approval of the 2022 Safety Incentive and Safe Driver Program.

[MEMORANDUMsafety Programs 2022.pdf](#)

[RESOLUTION SAFETY 2022.doc](#)

[Safety Incentive Program 2022](#)

[Safe Driver Program.pdf](#)

[5 Year Safety Stats 2021.pdf](#)

10. Public Comments on Non-Agenda Items

11. Village Clerk's Report

12. Village Trustees' Report

13. Village President's Report

14. Village Manager's Report

15. Adjournment

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

Village Board of Trustees Agenda Item Report

Meeting Date: April 25, 2022

Submitted by: Mary Hornback

Submitting Department: Fire Department

Item Type: Report/Presentation

Agenda Section: Presentations

Subject:

Recognition of Retiring Fire Dept. Lt. Chris Gilliland's for 26 Years of Dedicated Service

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: April 25, 2022

Submitted by: Suzanne McVey

Submitting Department: Environmental Concerns Commission

Item Type: Report/Presentation

Agenda Section: Presentations

Subject:

2021 Green Champion Awards

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: April 25, 2022

Submitted by: Kevin Mantels

Submitting Department: Public Works

Item Type: Proclamations

Agenda Section: Proclamations

Subject:

Arbor Day Proclamation for April 29th, 2022

Suggested Action:

Proclamation of April 29, 2022, as Arbor Day in the Village of Villa Park.

Attachments:

[Arbor Day Proclamation 2022](#)



PROCLAMATION

OF APRIL 29, 2022, AS ARBOR DAY IN THE VILLAGE OF VILLA PARK

- WHEREAS,** In 1872, J. Sterling Morton proposed that a special day be set aside for planting trees to be known as Arbor Day; and
- WHEREAS,** Arbor Day is now observed around the world and is celebrated on the last Friday in April in the State of Illinois; and
- WHEREAS,** Trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and
- WHEREAS,** Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and
- WHEREAS,** Trees in our Village increase property values, enhance the economic vitality of business areas, and beautify our community; and
- WHEREAS,** For the 36th year in a row Villa Park has been designated as a Tree City USA; and
- WHEREAS,** Villa Park will celebrate Arbor Day with a tree planting ceremony on April 29, 2022.
- NOW, THEREFORE,** I, Nick Cuzzone, Village President of the Village of Villa Park, do hereby proclaim April 29, 2022, as **ARBOR DAY** in the Village of Villa Park.
- FURTHER,** I urge all citizens to plant trees to gladden the heart and promote the wellbeing of this and future generations.
- DATED THIS** 25th day of April, 2022.

Village President

ATTEST:

Village Clerk

Village Board of Trustees Agenda Item Report

Meeting Date: April 25, 2022

Submitted by: Suzanne McVey

Submitting Department: Village Manager's Office

Item Type: Proclamations

Agenda Section: Proclamations

Subject:

Public Service Recognition Week Proclamation

Suggested Action:

Attachments:

[Public Service Recognition Week Proclamation.pdf](#)



Village of Villa Park

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

PROCLAMATION RECOGNIZING MAY 1-7, 2022 AS PUBLIC SERVICE RECOGNITION WEEK IN THE VILLAGE OF VILLA PARK

WHEREAS, Americans are served every single day by public servants at the federal, state, and local levels. These unsung heroes do the work that keeps our national working; and

WHEREAS, during the COVID-19 pandemic, many public servants made sacrifices and stepped up to the challenge necessary to be on the frontlines and to ensure our safety, convenience and well-being; and

WHEREAS, many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the Village of Villa Park, the State of Illinois and around the world; and

WHEREAS, public employees serve in areas such as education, the arts, the environment, public infrastructure, parks, community planning, finance, human rights, recreation, information technology, human resources, communications and more; and

WHEREAS, the public employees of the Village of Villa Park are committed to exhibiting the highest standards of professional excellence, creativity, skill and customer service; and

WHEREAS, without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials;

NOW, THEREFORE BE IT RESOLVED that I, Nick Cuzzone, President of the Village of Villa Park, along with the Village of Villa Park Board of Trustees, do hereby proclaim the week of May 1 to May 7, 2022, as:

“PUBLIC SERVICE RECOGNITION WEEK”

in the Village of Villa Park and encourage all citizens to recognize and express their appreciation for the important contributions of public employees throughout the Village and around the world.

IN WITNEESS WHEREOF, I have hereunto set my hand this 25th day of April, 2022.

Nick Cuzzone, Villa Park

Village Board of Trustees Agenda Item Report

Meeting Date: April 25, 2022

Submitted by: Suzanne McVey

Submitting Department: Village Manager's Office

Item Type: Minutes

Agenda Section: Consent Agenda

Subject:

Minutes from April 11, 2022 Village Board Meeting

Suggested Action:

Attachments:

[Minutes Apr 11 2022](#)

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

Village Board of Trustees

April 11, 2022

7:00 PM

Village President Nick Cuzzone

Village Clerk Hosanna Korynecky

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

**MINUTES OF THE FORMAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF
TRUSTEES OF THE VILLAGE OF VILLA PARK ON
APRIL 11, 2022**

Trustee Kumar arrived at 7:04 p.m.

1. Call to Order – Roll Call.

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

2. Pledge of Allegiance.

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

3. Public Comments on Agenda Items.

There were no participants.

4. Amendments to the Agenda.

5. Proclamations.

5.a. Recognizing Alesia Bailey.

Proclamation by President Cuzzone recognizing Alesia Bailey on her retirement for her service and accomplishments as Executive Director with the Villa Park Chamber of Commerce since 2006.

5.b. National Public Safety Telecommunications Week.

Proclamation by President Cuzzone recognizing April 10-16, 2022 as Public Safety Telecommunicators Week in Villa Park. DuPage Public Safety Communications, also known as DuComm, has served the safety communication needs of the Village and surrounding communities since 1975.

6. Consent Agenda.

6.a. Minutes from March 28, 2022 Village Board Meeting and April 4, 2022 Special Meeting of the Village Board.

6.b. Bill Listings for the Weeks of March 28, 2022 and April 4, 2022 in the Total Amount of \$784,261.52.

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

7. First Reading on Ordinances to be Codified.

7.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Section 3-313(A) of the Municipal Code of the Village of Villa Park in Order to Decrease by One the Maximum Number of Licenses Permitted Under the Class H Liquor License Classification and Increase by One the Maximum Number of Liquor Licenses Under the Class D Liquor License Classification.

The business at 610 N. Addison currently holds a Class H liquor license which allows sale of beer and wine only. They are requesting a Class D liquor license to sell full package liquor. This ordinance would amend the municipal code to increase the number of Class D licenses to a total of eight (8) and decrease the number of Class H licenses to a total of five (5). The total number of Village licenses, seventy-one (71), will remain flat with the approval of this ordinance.

Motion to waive the second reading was made by Trustee Murphy and seconded by Trustee Kumar. Roll call vote tallied five (5) ayes made by Trustees Patrick, Corkery, Kumar, Murphy and President Cuzzone and one (1) nay made by Trustee Cilella. Trustee Kozar recused himself. Motion carried.

Motion to approve the ordinance was made by Trustee Kumar and seconded by Trustee Corkery. Trustee Cilella questioned the benefits to the business owner receiving a Class D liquor license with a liquor store nearby. Trustee Murphy said the business owner cited similar businesses in Villa Park with that license. President Cuzzone said the liquor licenses will be reviewed to make sure they are matched correctly to the business. Trustee Kumar asked when businesses would be aware of any changes. President Cuzzone said it would be at the end of the year when liquor licenses are renewed. Roll call vote tallied five (5) ayes made by Trustees Patrick, Kumar, Murphy, Corkery and President Cuzzone and one (1) nay by Trustee Cilella. Trustee Kozar recused himself. Motion carried.

7.b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Granting a Special Use for a Drive-thru in the MX-3 District with variations at 24 East St. Charles Avenue.

Property owner Dr. Mohammed Samiruddin proposes to demolish the existing building and build an 1800 s.f. quick serve restaurant with drive-thru. The size and configuration of the site limit ability to accommodate the zoning code requirements to place the drive-thru structure in the rear yard. The proposal meets the goals in the Comprehensive Plan and Standards for Special Use and Variation, and provides public benefits. An aging building would be demolished and a new building would meet the standards of the new MX-3 Zoning District, improve site lines for drivers exiting the Walgreens to the east, create a screened landscaped buffer between the residences to the north and improve storm water with the inclusion of a 30' landscape area at the rear of the property. Placing the drive-thru in the rear yard provides drive-thru egress onto St. Charles Road, not Cornell Avenue, removes a curb cut on Cornell Avenue and provides significant landscaping. Overall, significant landscaping will be added to the lot but a variance is needed for the width of the perimeter parking lot landscape beds.

Discussion ensued. Robin Whitehurst with Bailey Edward Architects spoke on behalf of the property owner and responded to questions from the board.

7.c. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Planned Unit Development Ordinance #3727, which Amended Ordinance #2501, for Variation from Section 6.10.3 Uses to Permit an Additional Accessory Structure for Outdoor Storage of Materials at 880 North Addison Road.

The Planning and Zoning Commission is recommending the approval of Application PZ-22-0003 for an Amendment to a previously approved Planned Unit Development under Ordinance 3727 incorporating an additional Accessory Structure into an existing property, for the property located at 880 North Addison Road, PIN Numbers: 03-33-307-013 and 03-33-308-015, with the following conditions:

- 1. That the site be developed in accordance with the Site Plan prepared by Chapple Design Group, dated November 29, 2021.*
- 2. That additional landscaping be installed to screen the eastern edge of the parking lot on Addison Road (at least 50% of plantings must be evergreens) and that landscaping be placed at the base of the Freestanding sign, per Section 9.1 of Appendix C of the Municipal Code Village of Villa Park Basic Zoning Ordinance.*
- 3. Compliance with all applicable Village codes and regulations.*
- 4. Obtaining all necessary permits/certifications for development, including a building permit, right-of-way permit, sign permits and a stormwater certification.*

And, with a finding of fact that such amendment meets the criteria for a PUD amendment enumerated in Section 11.3.10, the Standards for Special Use enumerated in Section 11.4.8 and the Standards for a Variation enumerated in Article 11.5 of Appendix C of the Municipal Code Village of Villa Park Basic Zoning Ordinance.

8. Resolutions.

8.a. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 1 to the Contract with A Lamp Concrete Contractors, Inc. of Schaumburg, Illinois, for Construction of the 2020 Street Improvement Project for a Net Deduction in the Amount of \$131,815.54.

The Village has a contract with A Lamp Concrete Contractors, Inc. of Schaumburg, Illinois, in the amount of \$1,699,466.14 for the construction of the 2020 Street Improvement Project. Proposed final Change Order Number 1 consists of the final balancing of contract quantities for work completed as measured in the field. The net amount of the proposed final Change Order Number 1 is a deduction in the amount of \$131,815.54, for an adjusted final contract amount of \$1,567,650.60. Staff recommends approval of this change order. This item satisfies the Village's Short-Term Complex Strategic Plan Goal "Continue using an aggressive infrastructure replacement/development plan that covers sewer, water mains, streets, etc."

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Cilella. Trustee Murphy provided some clarification for the public. Interim Manager Guerra provided additional information. Roll call vote tallied seven (7) ayes made by Trustees Corkery, Murphy, Kozar, Patrick, Kumar, Cilella and President Cuzzone. There were no nays. Motion carried.

8.b. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 1 to the Contract with A Lamp Concrete Contractors, Inc. of Schaumburg, Illinois, for Construction of the Charles Avenue Improvement Project for a Net Deduction in the Amount of \$5,904.42.

The Village has a contract with A Lamp Concrete Contractors, Inc. of Schaumburg, Illinois, in the amount of \$1,635,041.99 for the construction of the Charles Avenue Improvement Project. Proposed final Change Order Number 1 consists of the final balancing of contract quantities for work completed as measured in the field. The net amount of proposed final Change Order Number 1 is a deduction in the amount of \$5,904.42, for an adjusted final contract amount of \$1,629,137.57. Staff recommends approval of this change order. This item satisfies the Village's Short-Term Complex Strategic Plan Goal "Continue using an aggressive infrastructure replacement/development plan that covers sewer, water mains, streets, etc."

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

8.c. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Amendment to the Engineering Services Agreement with Clark Dietz, Inc. of Champaign, Illinois, for Phase III Construction Engineering of the 2020 Street Improvement Project in an amount Not to Exceed \$37,500.

The Village previously entered into an Engineering Services Agreement with Clark Dietz, Inc. in May of 2020 for Phase III construction engineering for the 2020 Street Improvement Project in an amount not to exceed \$192,410. Due to delays in construction, contract schedule overruns by the contractor and requests from the Village for additional design engineering services, Clark Dietz exceeded the scope of services in the original agreement. Clark Dietz is requesting an additional \$37,500 as compensation for the additional 566 hours they have spent on this project. The Village expects to recover a portion of these cost overruns from the contractor, and is actively pursuing penalties against the contractor for this purpose. Funding for the additional engineering services would be taken from Street Improvement Fund (Referendum) account number 60.502.03.292 and Street Improvement Fund (Capital) account number 60.502.10.292.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Corkery. Trustee Kumar asked for clarification. Interim Manager Guerra provided the information. Trustee Corkery asked if the amount was negotiated with the contractor. Interim Manager Guerra said the penalties are outlined in the contract. Roll call vote tallied seven (7) ayes made by Trustees Cilella, Kumar, Murphy, Kozar, Corkery, Patrick and President Cuzzone. There were no nays. Motion carried.

8.d. Resolution of the Village of Villa Park, DuPage County, Illinois, Accepting the Small Equipment Grant from the Illinois State Fire Marshal and Authorizing the Purchase of Three (3) NFPA Thermal Imaging Cameras in the Amount of \$20,550.

The Fire Department has been selected as a recipient of the Small Equipment Grant Program from the Office of the Illinois State Fire Marshal in the amount of \$20,550 to purchase three (3) thermal imaging cameras. Thermal imaging cameras allow Firefighters to see areas of heat through smoke, darkness or heat-permeable barriers. The Village will purchase the cameras and will be reimbursed by the Small Equipment Grant from the Illinois State Fire Marshall.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Kumar. President Cuzzone asked if the Fire Department applied for the grant. Fire Chief Rakosnik said they did apply for it. Roll call vote tallied seven (7) ayes made by Trustees Murphy, Kozar, Corkery, Cilella, Patrick, Kumar and President Cuzzone. There were no nays. Motion carried.

8.e. Resolution Authorizing and Ratifying the Execution of a Residential Real Estate Contract for the Sale of Village-Owned Property Located at 440 East Van Buren Street, Villa Park, Illinois.

The board previously declared the property located at 440 East Van Buren Street surplus and authorized the sale of the property at its appraised value of \$320,000 through the use of G.M. Smith & Son Realtors. The property is located adjacent to the Village-owned Sugar Creek Golf Course and is no longer needed for the continuing operation of the Golf Course. A prospective buyer has offered to purchase the property for \$325,000. The Village board previously reviewed the offer and issued its consensus for the Village Manager and Attorney to take measures to move forward with the sale of the property to buyer. The Village board is now being asked to approve and ratify the execution of the Multi-Board Residential Real Estate Contract 7.0 in order to effectuate the sale of the property. The proceeds of the sale will be deposited with Golf Course to be used to purchase new maintenance equipment for the Golf Course.

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

9. Public Comments on Non-Agenda Items.

Resident Stewart Bledsoe asked about sewer separation and road construction on South Monterey. Interim Manager Guerra said it was going out for bid this week. Stewart Bledsoe also asked about an updated road referendum list of streets.

10. Village Clerk's Report.

Clerk Korynecky had no report or recommendations.

11. Village Trustees' Report.

Trustee Kumar asked for continued input from residents regarding a new Village manager.

Trustee Corkery announced the Community F.U.N. Commission's Earth Day Prairie Path Clean-up event on April 23 starting from the Historical Museum pavilion from 9 a.m. to 12 p.m.

Trustee Murphy said the Metra Blitz is on April 13 from 5:30 to 9:00 a.m. She said the senior lunch is on April 14. She said the electronic recycling event is on April 16 from 9 a.m. to 12 p.m. She also wished residents a safe and happy Easter.

Trustee Patrick said the Cable Commission's new show entitled Now You Know will air on April 14 at 7 p.m. on Comcast channel 6 and AT&T UVerse channel 99. He said the second episode will be filmed at Michael Anthony's tomorrow at 10 a.m. He thanked staff on the work they're doing to hire a new Village manager. He also thanked the first responders for keeping the residents safe.

Trustee Kozar commented about not reading anonymous emails at the board meeting and asked that the policy be consistent for all such emails. President Cuzzone said emails sent to the board should have a name attached to it.

Trustee Cilella commended Chief Rakosnik on their recent grant. He also asked for an update on the Casey's development and the prospective sale of 123 East St. Charles. Economic Development Director Burke said Casey's construction is scheduled to begin in May and the 123 East St. Charles building is under contract and should close in 30-60 days.

12. Village President's Report.

President Cuzzone said the Union Pacific Rail Road has scheduled the Villa Avenue crossing repairs on May 2 to 12. The crossing will be shut down. He said electronic recycling is on April 16. He also said the interview process for the new Village manager will begin at the end of April and asked that the trustees' choices for the community panel be forwarded to Asst. Manager McVey this week.

13. Village Manager's Report.

Interim Manager Guerra said there have been numerous complaints regarding garbage pick-up by LRS and the issues will be addressed with them this week. He asked Interim Finance Director Howard to provide a financial update. Interim Director Howard provided an update on the 2021 general fund revenues and expenses and investment income.

Trustee Kumar commended resident Karen Turmillo Bixler who put together a facebook page for the purpose of collecting crayons and other supplies for the children of Ukraine.

14. Adjournment.

Motion to adjourn was made by Trustee Kumar and seconded by Trustee Patrick. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 7:56 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting is Scheduled for April 25, 2022.

Village Board of Trustees Agenda Item Report

Meeting Date: April 25, 2022

Submitted by: Suzanne McVey

Submitting Department: Village Manager's Office

Item Type: Bill Listing

Agenda Section: Consent Agenda

Subject:

Bill Listings for the Weeks of April 11, 2022 and April 18, 2022 in the Total Amount of \$619,031.41.

Suggested Action:

Attachments:

[2022-0411 CY22 Weekly Chk Report](#)

[2022-0418 CY22 Weekly Chk Report](#)



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on April 25, 2022

Covering weekly check runs dated for:

April 11, 2022/CY21 \$301,677.16

1 of 1

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF041122","041122"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.231145 P&Z DEPOSIT: MISCELLANEOUS								
VIGNAH ROSSI, CARRIE	PZ22-0004	0	REFUND OF P&Z CASE ESCROW	1,000.00	.00		041122	
Total 10.231145 P&Z DEPOSIT: MISCELLANEOUS:				1,000.00	.00			
10.43100 BUILDING PERMITS								
MIDLAND PLUMBING & SEWER	PRDE22-0008	0	REFUND OF INSPECTION FEE; INSPECTION	50.00	.00		041122	
Total 10.43100 BUILDING PERMITS:				50.00	.00			
10.43102 PLANNING/ZONING APPLICA FEE								
VIGNAH ROSSI, CARRIE	PZ22-0004	0	REFUND OF APPLICATION FEE; PZ22-0004	300.00	.00		041122	
Total 10.43102 PLANNING/ZONING APPLICA FEE:				300.00	.00			
Total :				1,350.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.511.00.202 TRAINING & CONFERENCES								
DUPAGE MAYORS & MANAGERS CON	11318A	0	2022 LEGISLATIVE DINNER; CUZZONE	55.00	.00		WF041122	
Total 10.511.00.202 TRAINING & CONFERENCES:				55.00	.00			
10.511.00.210 TELEPHONE								
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	42.16	.00		041122	
Total 10.511.00.210 TELEPHONE:				42.16	.00			
Total PUBLIC AFFAIRS:				97.16	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.512.01.210 TELEPHONE								
SAWYER, BRIAN	MARCH 2022	0	PERS DEVICE PHONE REIMB; MARCH 2022	24.99	.00		041122	
SAWYER, BRIAN	MARCH 2022	0	USAGE REIMB; MARCH 2022	24.99	.00		041122	
Total 10.512.01.210 TELEPHONE:				49.98	.00			
10.512.01.299 OTHER CONTRACTUAL SERVICES								
KNO2 LLC	INV00020602	0	MONTHLY LINE AND DOMESTIC PAGES	25.09	.00		WF041122	
KNOWBE4, INC.	INV180813	0	SECURITY AWARENESS TRAINING 7/17/18	2,441.25	.00		WF041122	
PROCOM ENTERPRISES LTD	766540	0	ALARM.COM DOOR ACCESS CONTROL	132.00	.00		WF041122	
SAWYER, BRIAN	MARCH 2022	0	MILEAGE REIMB; MARCH 2022	9.09	.00		041122	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:				2,607.43	.00			
Total MANAGER:				2,657.41	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.513.00.299 OTHER CONTRACTUAL SERVICES								
AMERICAN PRINTING TECHNOLOGIE	22-VP03	0	PRODUCTION SVCS UTIL BILL RUN#3 2022	208.35	.00		041122	
CONNECT SEARCH LLC	S1048717	0	TEMPORARY STAFF SERVICES	1,188.00	.00		041122	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:				1,396.35	.00			
Total FINANCE:				1,396.35	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.514.00.210 TELEPHONE								
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	210.80	.00		041122	
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	114.69	.00		041122	
Total 10.514.00.210 TELEPHONE:				325.49	.00			
Total COMMUNITY DEVELOPMENT:				325.49	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.516.00.299 OTHER CONTRACTUAL SERVICES								
MIDLAND PLUMBING & SEWER	7200	0	VH- EMRG SEWER REPAIR	7,000.00	.00		WF041122	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:				7,000.00	.00			
10.516.00.315 BUILDING MAINT SUPPLIES								
ACE HARDWARE, LOMBARD	246704	0	PW35- TAILPIECE, NUTS	6.38	.00		WF041122	
Total 10.516.00.315 BUILDING MAINT SUPPLIES:				6.38	.00			
Total BUILDINGS & GROUNDS:				7,006.38	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.518.00.210 TELEPHONE								
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	42.16	.00		041122	
Total 10.518.00.210 TELEPHONE:				42.16	.00			
10.518.00.315 INSPECTIONS AND SAFETY TESTS								
SUBURBAN DRIVELINE INC	64533	0	PW25- SAFETY TEST	59.50	.00		WF041122	
SUBURBAN DRIVELINE INC	64535	0	PW62- SAFETY TEST	40.00	.00		WF041122	
SUBURBAN DRIVELINE INC	64536	0	PW27- SAFETY TEST	40.00	.00		WF041122	
SUBURBAN DRIVELINE INC	64539	0	PW1- SAFETY TEST	40.00	.00		WF041122	
SUBURBAN DRIVELINE INC	64540	0	PW19- SAFETY TEST	40.00	.00		WF041122	
SUBURBAN DRIVELINE INC	64542	0	PW16- SAFETY TEST	40.00	.00		WF041122	
SUBURBAN DRIVELINE INC	64561	0	PW30- SAFETY TEST	40.00	.00		WF041122	
SUBURBAN DRIVELINE INC	64562	0	PW97- SAFETY TEST	40.00	.00		WF041122	
SUBURBAN DRIVELINE INC	64563	0	PW65- SAFETY TEST	40.00	.00		WF041122	
SUBURBAN DRIVELINE INC	64564	0	PW9- SAFETY TEST	40.00	.00		WF041122	
SUBURBAN DRIVELINE INC	64566	0	PW13- SAFETY TEST	40.00	.00		WF041122	
SUBURBAN DRIVELINE INC	64568	0	PW96- SAFETY TEST	40.00	.00		WF041122	
SUBURBAN DRIVELINE INC	64572	0	PW14- SAFETY TEST	40.00	.00		WF041122	
SUBURBAN DRIVELINE INC	64669	0	PW4- SAFETY TEST	40.00	.00		WF041122	
SUBURBAN DRIVELINE INC	64692	0	PW93- SAFETY TEST	40.00	.00		WF041122	
Total 10.518.00.315 INSPECTIONS AND SAFETY TESTS:				619.50	.00			
Total GARAGE:				661.66	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.520.01.210 TELEPHONE								
VERIZON WIRELESS	9901981738	0	:LPR & POLE CAMERA 2.17-3.16.22	76.02	.00		WF041122	
VERIZON WIRELESS	9902223025	0	CELL PHONES SQUAD & IPAD DATA PACKS	756.27	.00		WF041122	
Total 10.520.01.210 TELEPHONE:				832.29	.00			
10.520.01.299 OTHER CONTRACTUAL SERVICES								
P.F. PETTIBONE & CO.	181888	0	IL CITATION BOOKS	1,205.90	.00		WF041122	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:				1,205.90	.00			
10.520.07.230 PRINTING SERVICES								
DEPENDABLE PRINTING SERVICES	1407	0	BUS CARDS FOR DET BANASZEWSKI	52.98	.00		WF041122	
Total 10.520.07.230 PRINTING SERVICES:				52.98	.00			
10.520.08.299 OTHER CONTRACTUAL SERVICES								
LEADSONLINE LLC	326141	0	LEADS ONLINE INVESTIG. SYSTEM RENEW	2,848.00	.00		WF041122	
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:				2,848.00	.00			
10.520.09.301 UNIFORMS								
FOREST AWARDS & ENGRAVING	12444	0	AWARD TO OFC HRUBY FOR 20 YRS SVC	81.50	.00		WF041122	
JG UNIFORMS INC	95850	0	UNIFORM JACKET & NAMEPLATE OFC WAL	165.00	.00		WF041122	
P.F. PETTIBONE & CO.	181408	0	VPPD OFFICER SHOULDER PATCHES	556.90	.00		WF041122	
Total 10.520.09.301 UNIFORMS:				803.40	.00			
10.520.09.333 RANGE SUPPLIES								
O'HERRON CO INC, RAY	2180636	0	RANGE AMMO-9MM, 5,56 MM	3,276.00	.00		WF041122	
O'HERRON CO INC, RAY	2180815	0	SECURIBLANK 9MM-RANGO AMMO	94.12	.00		WF041122	
O'HERRON CO INC, RAY	2182644	0	AMMUNITION FOR RANGE	1,375.00	.00		WF041122	
O'HERRON CO INC, RAY	2182790	0	RANGE AMMUNITION	94.12	.00		WF041122	
Total 10.520.09.333 RANGE SUPPLIES:				4,839.24	.00			
10.520.09.399 OTHER SUPPLIES								
POSITIVE IMPRESSIONS	PPJ-5857	0	VILLA PARK PD BADGE STICKERS FOR NATI	388.00	.00		WF041122	
Total 10.520.09.399 OTHER SUPPLIES:				388.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total POLICE:				10,969.81	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.521.01.210 TELEPHONE								
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	74.82	.00		041122	
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	84.32	.00		041122	
Total 10.521.01.210 TELEPHONE:				159.14	.00			
10.521.01.299 OTHER CONTRACTUAL SERVICES								
VERIZON WIRELESS	9898950583	0	WIRELESS SERVICE (4) AIRLINKS (7) IPADS	487.07	.00		WF041122	
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:				487.07	.00			
10.521.22.299 OTHER CONTRACTUAL SERVICES								
AIR ONE EQUIPMENT INC	177736	0	REPAIR STA 82 COMPRESSOR LEAK	175.00	.00		WF041122	
Total 10.521.22.299 OTHER CONTRACTUAL SERVICES:				175.00	.00			
Total FIRE:				821.21	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.523.02.210 TELEPHONE								
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	74.82	.00		041122	
Total 10.523.02.210 TELEPHONE:				74.82	.00			
10.523.02.399 OTHER SUPPLIES								
TERRACE SUPPLY COMPANY	70526171	0	(1) THERAPY OXYGEN CYL FOR STA 81	45.58	.00		WF041122	
Total 10.523.02.399 OTHER SUPPLIES:				45.58	.00			
Total AMBULANCE/PARAMEDIC:				120.40	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.524.02.299 OTHER CONTRACTUAL SERVICES								
LRS HOLDINGS LLC	2370279	0	VILLAGE MAINTAINANCE BY LRS	135,161.28	.00		WF041122	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:				135,161.28	.00			
Total GARBAGE:				135,161.28	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.525.01.210 TELEPHONE								
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	24.94	.00		041122	
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	18.90	.00		041122	
Total 10.525.01.210 TELEPHONE:				43.84	.00			
10.525.01.261 INSURANCE CLAIM LOSSES								
MEADE INC	699757	0	REPAIR STREET LIGHTING SERVICE AT ELL	10,250.00	.00		WF041122	
Total 10.525.01.261 INSURANCE CLAIM LOSSES:				10,250.00	.00			
10.525.25.219 UTILITY - ELECTRIC								
AEP ENERGY	3017246055 2/2022	0	1 S CENTRAL LITE RT/25; 2/9-3/10/22	424.31	.00		041122	
AEP ENERGY	3017246066 2/2022	0	0 E WISCONSIN AVE; 2/22-3/23/22	8,107.92	.00		041122	
AEP ENERGY	3017246077 2/2022	0	118 S VILLA AVE; 2/9-3/10/22	43.70	.00		041122	
Total 10.525.25.219 UTILITY - ELECTRIC:				8,575.93	.00			
10.525.26.346 PRECAST & CONCRETE MATERIALS								
GREAT LAKES CONCRETE LLC	245512	0	2 PRE-CAST STRUCTURE FOR N. YALE	394.45	.00		WF041122	
Total 10.525.26.346 PRECAST & CONCRETE MATERIALS:				394.45	.00			
10.525.26.347 CAST IRON ITEMS								
NEENAH FOUNDRY COMPANY	448210	0	4 FRAMES & GRATES	1,872.00	.00		WF041122	
Total 10.525.26.347 CAST IRON ITEMS:				1,872.00	.00			
10.525.27.341 SALT/CALCIUM CHLORIDE								
COMPASS MINERALS AMERICA	969082	0	200.47 TONS BULK HIGHWAY COARSE SALT	16,264.13	.00		WF041122	
Total 10.525.27.341 SALT/CALCIUM CHLORIDE:				16,264.13	.00			
10.525.28.402 NON-CAPITAL OUTLAY								
RUSSO'S POWER EQUIPMENT INC	SPI11013462	0	CHAINSAW	249.99	.00		WF041122	
Total 10.525.28.402 NON-CAPITAL OUTLAY:				249.99	.00			
Total STREET:				37,650.34	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total CORPORATE FUND:				198,217.49	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.01.210 TELEPHONE								
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	210.80	.00		041122	
Total 35.502.01.210 TELEPHONE:				210.80	.00			
35.502.16.314 JANITORIAL SUPPLIES								
ACE HARDWARE, LOMBARD	246068	0	ICC LTHM BATTERIES	37.97	.00		WF041122	
ACE HARDWARE, LOMBARD	246915	0	DEPOT WETJET WOOD CLEAN KIT	46.57	.00		WF041122	
Total 35.502.16.314 JANITORIAL SUPPLIES:				84.54	.00			
35.502.35.311 PROGRAM SUPPLIES								
DENNY DIAMOND INC	05042022	0	DEPOSIT 05.04.22 SENIOR TRIP	100.00	.00		WF041122	
Total 35.502.35.311 PROGRAM SUPPLIES:				100.00	.00			
35.502.36.299 OTHER CONTRACTUAL SERVICES								
DEFUSS, CARRIE	02.25-02.26	0	DANCE RECITAL STAGE DIRECTOR	250.00	.00		WF041122	
SMITH, VIOLET R	03.07-04.11	0	CONTRACTUAL YOGA FITNESS PROG.	405.00	.00		WF041122	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:				655.00	.00			
Total GENERAL:				1,050.34	.00			
Total RECREATION FUND:				1,050.34	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
36.502.01.210 TELEPHONE								
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	168.64	.00		041122	
Total 36.502.01.210 TELEPHONE:				168.64	.00			
36.502.02.210 TELEPHONE								
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	124.70	.00		041122	
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	5.40	.00		041122	
Total 36.502.02.210 TELEPHONE:				130.10	.00			
36.502.02.319 ATHLETIC FIELD MATERIALS								
BSN SPORTS	916431413	0	HOME PLATES, PITCH PROT	187.53	.00		WF041122	
Total 36.502.02.319 ATHLETIC FIELD MATERIALS:				187.53	.00			
Total GENERAL:				486.27	.00			
Total PARKS FUND:				486.27	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
50.502.02.299 OTHER CONTRACTUAL SERVICES								
US BANK	6465212	0	ANNUAL ADMIN FEES-SERIES 2017-3/1/22-2/	450.00	.00		041122	
Total 50.502.02.299 OTHER CONTRACTUAL SERVICES:				450.00	.00			
Total GENERAL:				450.00	.00			
Total DEBT SERVICE FUND:				450.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
60.502.02.299 OTHER CONTRACTUAL SERVICES								
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	38.23	.00		041122	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:				38.23	.00			
Total GENERAL:				38.23	.00			
Total STREET IMPROVEMENT FUND:				38.23	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
82.502.01.210 TELEPHONE								
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	5.40	.00		041122	
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	84.32	.00		041122	
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	114.69	.00		041122	
Total 82.502.01.210 TELEPHONE:				204.41	.00			
82.502.01.299 OTHER CONTRACTUAL SERVICES								
AMERICAN PRINTING TECHNOLOGIE	22-VP03	0	PRODUCTION SVCS UTIL BILL RUN#3 2022	208.35	.00		041122	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:				208.35	.00			
82.502.02.219 UTILITY - ELECTRIC								
AEP ENERGY	3014421024 2/2022	0	CORNELL PUMP STN; 2/9-3/10/22	520.83	.00		041122	
Total 82.502.02.219 UTILITY - ELECTRIC:				520.83	.00			
82.502.02.293 LABORATORY TESTING								
ETP LABS INC	22-135826	0	COLIFORM SAMPLES	312.00	.00		WF041122	
Total 82.502.02.293 LABORATORY TESTING:				312.00	.00			
82.502.02.399 OTHER SUPPLIES								
CORE & MAIN	Q538886	0	MARKING PAINT FOR JULIE LOCATING	522.00	.00		WF041122	
Total 82.502.02.399 OTHER SUPPLIES:				522.00	.00			
Total GENERAL:				1,767.59	.00			
Total WATER SUPPLY FUND:				1,767.59	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
83.502.01.210 TELEPHONE								
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	5.40	.00		041122	
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	76.46	.00		041122	
VERIZON WIRELESS PW	9902836762	0	WIRELESS SERVICES; 2/27-3/26/22	84.30	.00		041122	
Total 83.502.01.210 TELEPHONE:				166.16	.00			
83.502.01.299 OTHER CONTRACTUAL SERVICES								
AMERICAN PRINTING TECHNOLOGIE	22-VP03	0	PRODUCTION SVCS UTIL BILL RUN#3 2022	208.35	.00		041122	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:				208.35	.00			
83.502.02.219 UTILITY - ELECTRIC								
AEP ENERGY	3014421013 2/2022	0	WWFTF ; 2/9-3/10/22	3,316.06	.00		041122	
Total 83.502.02.219 UTILITY - ELECTRIC:				3,316.06	.00			
83.502.04.401 CAPITAL OUTLAY								
A LAMP CONCRETE CONTRACTORS I	PE# 03 - A Lamp Invoice 1	0	MAPLE AREA IMPROVEMENT PROJECT	95,976.67	.00		WF041122	
Total 83.502.04.401 CAPITAL OUTLAY:				95,976.67	.00			
Total GENERAL:				99,667.24	.00			
Total WASTEWATER FUND:				99,667.24	.00			
Grand Totals:				301,677.16	.00			

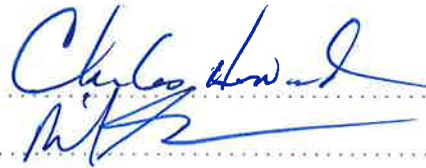
	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>198,217.49</u>
RECREATION FUND	
Total RECREATION FUND:	<u>1,050.34</u>
PARKS FUND	
Total PARKS FUND:	<u>486.27</u>
DEBT SERVICE FUND	
Total DEBT SERVICE FUND:	<u>450.00</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>38.23</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>1,767.59</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>99,667.24</u>
Grand Totals:	<u>301,677.16</u>

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

DATE

4/6/22

APPROVED BY





VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on April 25, 2022

Covering weekly check runs dated for:

April 18, 2022/CY21 \$317,354.25

1 of 1

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0418","0408INT"
Invoice.Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.511.00.206 SENIOR CITIZEN CAB SUBSIDY								
UNITED DISPATCH	71302	0	SENIOR CAB RIDES; FEB 2022	21.60	.00		WF0418	
Total 10.511.00.206 SENIOR CITIZEN CAB SUBSIDY:				21.60	.00			
10.511.00.211 LEGAL SERVICES								
STORINO RAMELLO & DURKIN	85327	0	LEGAL SERVICES FEB 2022	11,380.60	.00		WF0418	
Total 10.511.00.211 LEGAL SERVICES:				11,380.60	.00			
Total PUBLIC AFFAIRS:				11,402.20	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.513.00.299 OTHER CONTRACTUAL SERVICES								
CONNECT SEARCH LLC	S1049208	0	TEMPORARY STAFF SERVICES	1,155.00	.00		WF0418	
GOVTEMPSUSA LLC	3937749	0	CONTRACTED FINANCE DIRECTOR; 3/27 & 4	8,570.63	.00		WF0418	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:				9,725.63	.00			
Total FINANCE:				9,725.63	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.514.00.299 OTHER CONTRACTUAL SERVICES								
GOVTEMPSUSA LLC	3937749	0	CONTRACTED CD DIRECTOR; 3/27 & 4/3/22	7,252.00	.00		WF0418	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:				7,252.00	.00			
Total COMMUNITY DEVELOPMENT:				7,252.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.516.00.299 OTHER CONTRACTUAL SERVICES								
P A CRIMSON FIRE RISK SERVICES	23998	0	CY21- 5 YR FIRE SPRINKLER INSP.	830.00	.00		WF0418	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:				830.00	.00			
Total BUILDINGS & GROUNDS:				830.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.520.08.299 OTHER CONTRACTUAL SERVICES								
DUMEG	03042022	0	ANNUAL MEMBERSHIP FOR DUMEG	19,240.00	.00		WF0418	
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:				19,240.00	.00			
10.520.08.399 OTHER SUPPLIES								
ILLINOIS SECRETARY OF STATE	2 CARS	0	TITLE AND M PLATES FOR #187 & #190	326.00	.00	04/08/2022	0408INT	
ILLINOIS SECRETARY OF STATE	2 PLATES - REISSUE	0	TITLE AND M PLATES FOR #187 & #190	326.00	326.00	04/08/2022	0408INT	
ILLINOIS SECRETARY OF STATE	PLATE	0	CONFIDENTIAL LICENSE PLATE FOR #149	151.00	.00	04/08/2022	0408INT	
ILLINOIS SECRETARY OF STATE	PLATE RENEWAL - REISS	0	CONFIDENTIAL LICENSE PLATE FOR #149	151.00	151.00	04/08/2022	0408INT	
Total 10.520.08.399 OTHER SUPPLIES:				954.00	477.00			
Total POLICE:				20,194.00	477.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.524.02.299 OTHER CONTRACTUAL SERVICES								
KUUSAKOSKI US LLC	A-9625	0	ELECTRONIC RECYCLING	1,352.58	.00		WF0418	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:				1,352.58	.00			
Total GARBAGE:				1,352.58	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.525.01.210 TELEPHONE								
SALERNO, RICHARD	MARCH 2022	0	PERS DEVICE PHONE REIMB; MARCH 2022	24.99 ✓	.00		WF0418	
SALERNO, RICHARD	MARCH 2022	0	USAGE REIMBURSEMENT; MARCH 2022	24.99 ✓	.00		WF0418	
Total 10.525.01.210 TELEPHONE:				49.98	.00			
10.525.01.299 OTHER CONTRACTUAL SERVICES								
JET BRITE CAR WASH INC	4521	0	4 CAR WASH	12.00 ✓	.00		WF0418	
JET BRITE CAR WASH INC	4540	0	3 CAR WASHES	9.00 ✓	.00		WF0418	
JET BRITE CAR WASH INC	4566	0	3 CAR WASHES-PW	9.00 ✓	.00		WF0418	
Total 10.525.01.299 OTHER CONTRACTUAL SERVICES:				30.00	.00			
10.525.25.299 OTHER CONTRACTUAL SERVICES								
H & H ELECTRIC COMPANY	38746	0	MARCH TRAFFIC SIGNAL MAINTENANCE	624.00 ✓	.00		WF0418	
Total 10.525.25.299 OTHER CONTRACTUAL SERVICES:				624.00	.00			
10.525.26.343 STONE								
DUPAGE MATERIALS COMPANY, LLC.	17320	0	ASPHALT GRINDINGS	184.17 ✓	.00		WF0418	
Total 10.525.26.343 STONE:				184.17	.00			
Total STREET:				888.15	.00			
Total CORPORATE FUND:				51,644.56	477.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.36.311 PROGRAM SUPPLIES								
MICHAEL ANTHONY'S PIZZA	139213	0	END OF CAMP PIZZA LUNCH	87.50	.00		WF0418	
Total 35.502.36.311 PROGRAM SUPPLIES:				87.50	.00			
Total GENERAL:				87.50	.00			
Total RECREATION FUND:				87.50	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
36.502.02.319 ATHLETIC FIELD MATERIALS								
PIONEER MANUFACTURING CO	INV829756	0	ATHLETIC MARKING PAINT	3,616.61	.00		WF0418	
Total 36.502.02.319 ATHLETIC FIELD MATERIALS:				3,616.61	.00			
Total GENERAL:				3,616.61	.00			
Total PARKS FUND:				3,616.61	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
41.502.01.317 OFFICE SUPPLIES								
MIDWEST TIME RECORDER	183772	0	ANNUAL POOL TIME CLOCK MAINT	190.00	.00		WF0418	
Total 41.502.01.317 OFFICE SUPPLIES:				190.00	.00			
41.502.02.311 PROGRAM SUPPLIES								
DUPAGE COUNTY HEALTH	IN0051200	0	CY22 SEASON POOL PERMIT	578.00	.00		WF0418	
Total 41.502.02.311 PROGRAM SUPPLIES:				578.00	.00			
Total GENERAL:				768.00	.00			
Total SWIMMING POOL FUND:				768.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
60.502.02.210 TELEPHONE								
BASTIEN, KARLA	Phone Reimburse - March	0	PERS DEVICE PHONE REIM; MARCH 2022	24.99	.00		WF0418	
BASTIEN, KARLA	Phone Reimburse - March	0	PERS USAGE PHONE REIM; MARCH 2022	24.99	.00		WF0418	
Total 60.502.02.210 TELEPHONE:				49.98	.00			
60.502.02.299 OTHER CONTRACTUAL SERVICES								
GOVTEMPSUSA LLC	3937749	0	CONTRACTED ENGINEER; 3/27 & 4/3/22	2,800.00	.00		WF0418	
QUALITY LIGHTING ASSOCIATES, LLC	1118	0	STREET LIGHT POLES	47,325.96	.00		WF0418	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:				50,125.96	.00			
60.502.02.301 UNIFORMS								
BROWN, RYAN	CLOTHING 2022	0	CLOTHING ALLOWANCE NEW HIRE 2022	450.00	450.00	04/08/2022	0408INT	
Total 60.502.02.301 UNIFORMS:				450.00	450.00			
Total GENERAL:				50,625.94	450.00			
Total STREET IMPROVEMENT FUND:				50,625.94	450.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
68.502.10.299 OTHER CONTRACTUAL SERVICES								
COSTALES, MANUEL	1	0	DAP DEPOSIT REFUND	250.00 ✓	.00		WF0418	
Total 68.502.10.299 OTHER CONTRACTUAL SERVICES:				250.00	.00			
Total GENERAL:				250.00	.00			
Total STORMWATER BUYOUT FUND:				250.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
82.502.01.210 TELEPHONE								
COULTER, DANIEL	FEB & MAR 2022	0	PERSONAL DEVICE REIMB; FEBRUARY 2022	24.99 ✓	.00		WF0418	
COULTER, DANIEL	FEB & MAR 2022	0	PERSONAL DEVICE REIMB; MARCH 2022	24.99 ✓	.00		WF0418	
COULTER, DANIEL	FEB & MAR 2022	0	USAGE REIMB; FEBRUARY 2022	24.99 ✓	.00		WF0418	
COULTER, DANIEL	FEB & MAR 2022	0	USAGE REIMB; MARCH 2022	24.99 ✓	.00		WF0418	
JESSEN, DENNIS	MARCH 2022	0	PERS DEVICE PHONE REIMB; MARCH 2022	24.99 ✓	.00		WF0418	
JESSEN, DENNIS	MARCH 2022	0	USAGE REIMBURSEMENT; MARCH 2022	24.99 ✓	.00		WF0418	
VENCHUS, THOMAS	MARCH 2022	0	PERS DEVICE PHONE REIMB; MARCH 2022	24.99 ✓	.00		WF0418	
VENCHUS, THOMAS	MARCH 2022	0	USAGE REIMBURSEMENT; MARCH 2022	24.99 ✓	.00		WF0418	
Total 82.502.01.210 TELEPHONE:				199.92	.00			
82.502.01.303 DUES & PUBLICATIONS								
JESSEN, DENNIS	22026933	0	WATER LICENSE RENEWAL REIMBURSEME	10.00 ✓	.00		WF0418	
VENCHUS, THOMAS	176611246	0	WATER LICENSE RENEWAL REIMBURSEME	10.00 ✓	.00		WF0418	
Total 82.502.01.303 DUES & PUBLICATIONS:				20.00	.00			
82.502.01.321 PURCHASE OF WATER								
DUPAGE WATER COMMISSION	March Pumpage	0	MARCH WATER PUMPAGE	209,321.49 ✓	.00		WF0418	
Total 82.502.01.321 PURCHASE OF WATER:				209,321.49	.00			
82.502.02.293 LABORATORY TESTING								
ETP LABS INC	22-135885	0	COLIFORM SAMPLES; 03/22	312.00 ✓	.00		WF0418	
Total 82.502.02.293 LABORATORY TESTING:				312.00	.00			
Total GENERAL:				209,853.41	.00			
Total WATER SUPPLY FUND:				209,853.41	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
83.502.02.293 LABORATORY TESTING								
ETP LABS INC	22-52650	0	WASTE WATER SAMPLES	300.00	.00		WF0418	
Total 83.502.02.293 LABORATORY TESTING:				300.00	.00			
83.502.02.299 OTHER CONTRACTUAL SERVICES								
STANDARD EQUIPMENT CO	P35151	0	REPAIR TV TRUCK CAMERA	208.23	.00		WF0418	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:				208.23	.00			
Total GENERAL:				508.23	.00			
Total WASTEWATER FUND:				508.23	.00			
Grand Totals:				317,354.25	927.00			

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	51,644.56
RECREATION FUND	
Total RECREATION FUND:	87.50
PARKS FUND	
Total PARKS FUND:	3,616.61
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	768.00
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	50,625.94
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	250.00
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	209,853.41
WASTEWATER FUND	
Total WASTEWATER FUND:	508.23
Grand Totals:	317,354.25

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

DATE

4/14/22

APPROVED BY



Village Board of Trustees Agenda Item Report

Meeting Date: April 25, 2022

Submitted by: Ellen Weber

Submitting Department: Community Development

Item Type: Ordinances

Agenda Section: Second Reading on Ordinances to be Codified

Subject:

An Ordinance of the Village of Villa Park, DuPage County, Illinois, Granting a Special Use for a Drive-thru in the MX-3 District with variations at 24 E St. Charles Avenue

Suggested Action:

Property owner Dr. Mohammed Samiruddin proposes to demolish the existing building and build an 1800 s.f. quick serve restaurant with drive-thru. The size and configuration of the site limit ability to accommodate the zoning code requirements to place the drive-thru structure in the rear yard. The proposal meets the goals in the Comprehensive Plan and Standards for Special Use and Variation, and provides public benefits. An aging building would be demolished and a new building would meet the standards of the new MX-3 Zoning District, improve site lines for drivers exiting the Walgreens to the east, create a screened landscaped buffer between the residences to the north, and improve storm water with the inclusion of a 30' landscape area at the rear of the property. Placing the drive-thru in the rear yard provides drive-thru egress onto St. Charles Road, not Cornell Avenue, removes a curb cut on Cornell Avenue, and provides significant landscaping. Overall significant landscaping will be added to the lot but a variance is needed for the width of the perimeter parking lot landscape beds.

Recommendation:

To approve the Ordinance as presented for PZ-22-0002 which grants a:

- 1) Special Use for Drive-Through in the MX-3 District per Section 4.7.11 Drive-Through Structures with variations related to location of the drive-up window with canopy structure, and a
- 2) Variation to allow reduced perimeter parking lot landscaping as required in Section 9.1.5.D Parking Lot Perimeter.

With the following conditions:

1. The development shall be in substantial compliance with the plans prepared by baily

edward, dated February 9, 2022, including site plan, lighting plan, Landscape plan, and exterior building elevation plans.

2. Compliance with all applicable Village Codes and regulations.
3. Obtaining all necessary permits/certifications for development, including a building permit, right-of-way permit, sign permits, and a stormwater certification.
4. The final site plan will meet all requirements of the current Illinois Accessibility Code.
5. Electric lines will be buried.
6. A revised Sign Plan will be submitted, in conformance with the Zoning Code.
7. A full engineering plan will be submitted for approval.

For the property located at 24 E. St. Charles Road, PINS: 06-03-312-032

With a finding of fact that such Special Use meets the standards for Special Use enumerated in Section 11.4 and that such Variation meets the standards enumerated in Section 11.5 of Appendix C of the Municipal Code Village of Villa Park Basic Zoning Ordinance.

Recommendation for approval does not include approval of building or site permits. At time of construction the Village will require completed permit applications with the property owner's signature along with a copy of the estimate/proposal, and complete engineering.

Attachments:

[VB_MEMO_042522_PZ-22-0002_24_E_St_Charles_SU_Drive_thru_revised_by_MMW.docx](#)
[ORD_for_PZ-22-0002_24_E_St._Charles_Rd__SU___VAR___042522 Final revised title.docx](#)
[Minutes PZ-22-0002 3-10-2022.pdf](#)

Village of Villa Park

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



TO: Interim Manager Guerra
 FROM: Community Development Department
 DATE: April 25, 2022
 RE: Petition PZ-22-0002 / 24 E. St. Charles / Special Use for Drive Through in the MX District with variations related to location of the drive-up window and perimeter landscaping / David Kennedy of baily edward (petitioner) & Dr. Mohammed Samiruddin of SAAIIN LLC (owner)

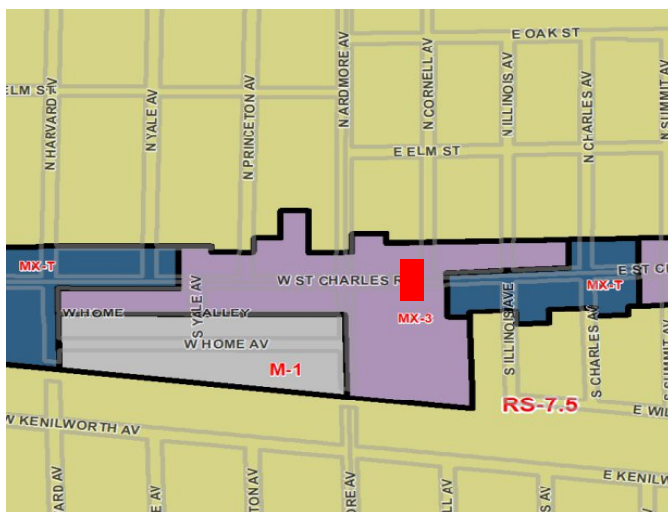
Zoning Requests:

- 1) Special Use for Drive-through in the MX-3 District per *Section 4.7.11 Drive-through Structures* with variations related to location of the drive-up window with canopy structure,
- 2) Variation to allow reduced perimeter parking lot landscaping as required in *Section 9.1.5.D Parking Lot Perimeter*.

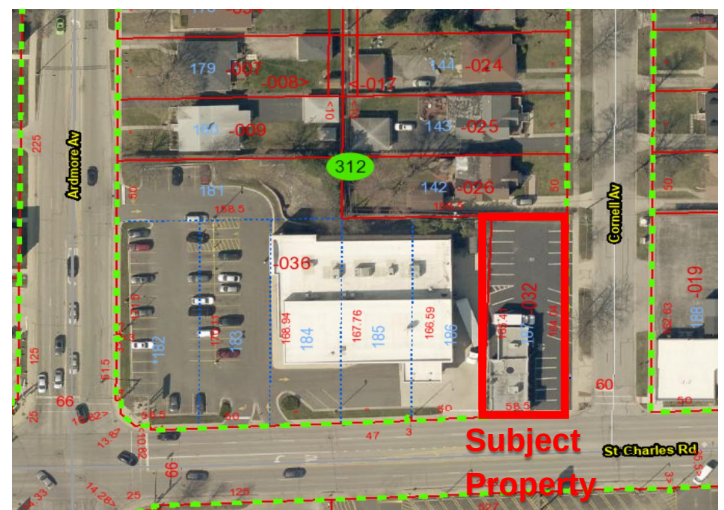
PINs: 06-03-312-032 / Property Size: ± .21 Acres / Proposed building size: ±1,800 s.f. / Present Zoning / Land Use: MX-3 Mixed-Use Corridor District / Vacant commercial single tenant building (former hair salon)

Surrounding:	<u>Zoning</u>	<u>Present Land Use</u>
North:	RS 7.5	Single Family Residential
West:	MX-3 Mixed-Use Corridor District	Commercial / Walgreens w/ Drive-through
East:	MX-3 Mixed-Use Corridor District	Commercial / Multi-tenant commercial
South:	MX-3 Mixed-Use Corridor District	Commercial / Jewel Osco

Zoning Map



Location Map – NWC St. Charles Rd & Cornell Ave



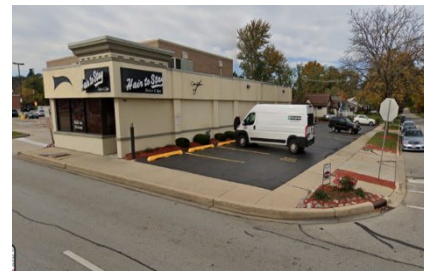
Comprehensive Plan Designation: Corridor Mixed-Use: This land use category is intended for a mixture of multi-family residential, corridor commercial and institutional uses along major

transportation auto-oriented corridors. This classification encompasses the Village's main transportation corridors.

The 2009 Comprehensive Plan ("The Plan") recognizes the St. Charles Road corridor as an opportunity to unite adjoining neighborhoods to the north and to the south, helping reestablish a viable, pedestrian and bicycle friendly village. While The Plan recommends full-block property assemblage and mixed-use redevelopment as a means to reduce curb cuts and improve market conditions for this central business corridor, this parcel *is not* designated as a redevelopment opportunity, nor is assemblage an option with one retail user occupying the remainder of the block.

The Plan recommends consideration of a "road diet" – reducing the (five) 5 lane road to three (3) lanes, transforming the street into an attractive and multi-functional complete street which accommodates pedestrians and bicyclists. The topic of a roadway diet, "complete streets," and pedestrian/cyclist amenities in the corridor will most likely be revisited when St. Charles Road is up for Federal STP funding (probably around 2030).

Summary: Hair to Stay formerly occupied this 1,680 s.f. one-story building which is set on the front property line with minimal landscaping, and two curb cuts on Cornell. The building owner, Dr. M. Samiruddin (Aziz Medical in Villa Park) would like to construct an 1,800 s.f. one-story quick serve restaurant with a drive-through window/canopy on the west side of the new building and a right-turn only exit (west bound) onto St. Charles Road. The applicant seeks zoning approval for the drive-through prior to marketing. No tenant has been identified.



Internal Staff Review: The property is zoned MX-3, a district introduced into the Zoning Code in 2018 and intended to accommodate low- to mid-scaled mixed-use buildings along commercial corridors. A storefront building type is proposed. This building form defines a street wall of storefront facades along the sidewalk of the primary corridor, while allowing for limited interior side yard parking between the buildings to account for the fact that on-street parking does not exist on St. Charles.

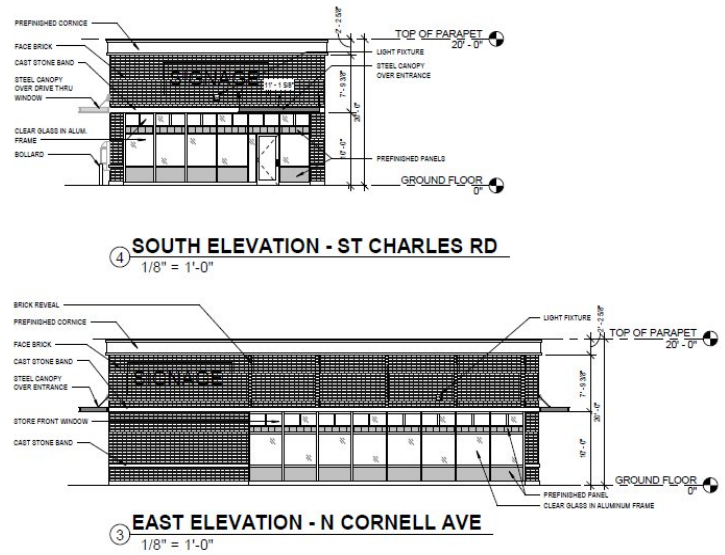
Restaurant is a permitted use in the MX-3 District. A drive-through in the MX-3 District requires a Special Use. A variance is requested from the standards for the Special Use in the MX-3 district which require the drive-through be placed in the rear yard, with the stacking and canopy structure not visible from the primary street.

The proposed building meets the zoning code requirements for façade and roof requirements, building type, setbacks, height, uses, design, parking, photometrics, and drive through stacking.

Additionally:

- The proposal will meet requirements for new construction stand-alone buildings: fire sprinkler system and a fire alarm system. Other requirements will be considered at time of building permit, for example, such as fire protection related to a commercial kitchen hood.

- The development will be required to demonstrate (at a minimum) that there will be no increase in stormwater runoff to the north.
- Storm sewer improvements may be required.
- Adequate water and sanitary sewer service is available.
- A building permit, right-of-way permit, and stormwater certification will be required.
- Improvements in public right-of-way associated with the project will meet ADA standards.



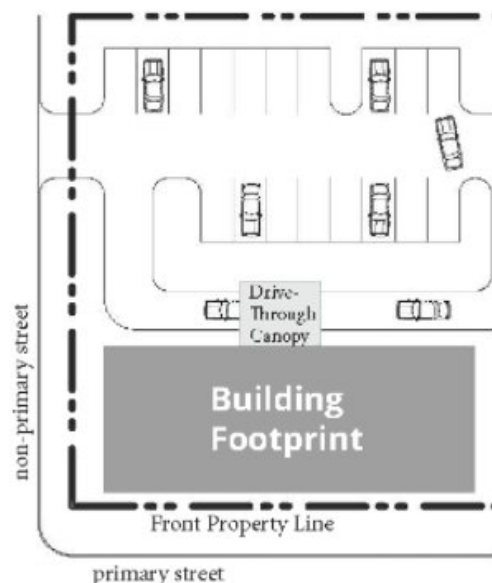
Proposed building elevation – note, no tenant identified

- The layout provided is preferred over the original concept which had both ingress and egress from Cornell.
- One curb cut on Cornell will be removed and on-street parking is set 30' from the stop bar.
- The Landscape plan meets the intent of the code, with four season salt tolerant species planted along the south street front and east street yard facades. The variance requested is for parking lot perimeter landscaping. Overall, significant landscaping will be added to the interior and street yards of the parcel.
- *Because no tenant has been identified, the final building elevations and signage will be reviewed at time of building permit.*
- Signage is not approved at this time and a sign permit will be required during the building permit process. The applicant is aware that the sign code does not permit signage on all four building facades; no sign variations were requested with this application.

Analysis of the Zoning Request:

- 1) *Special Use for Drive-through in the MX-3 District per Section 4.7.11 Drive-through Structures with variations related to location of the drive-up window with canopy structure.*

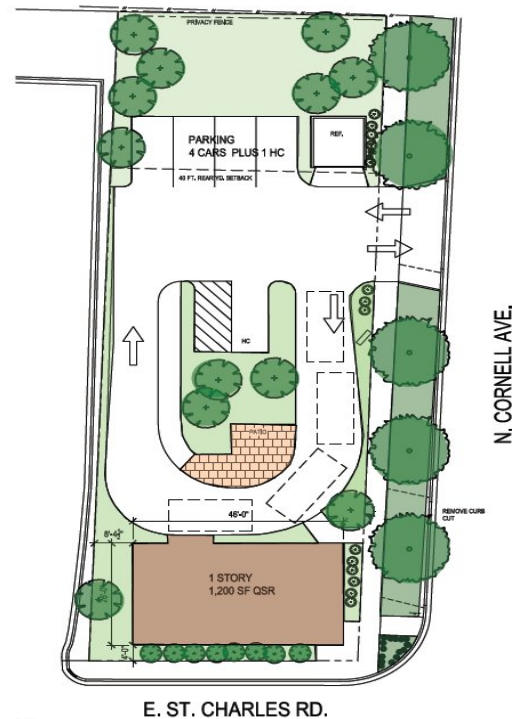
Figure 4-38. Drive-Through Facility Layout



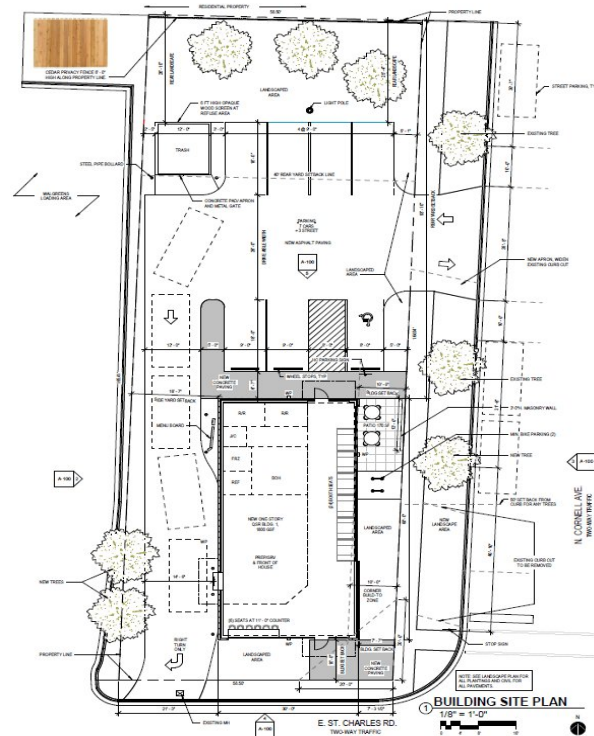
The proposal meets stacking requirements under *Section 7.11 Drive-through Facilities* which regulates the number of stacking spaces needed in addition to the number of parking spaces required for the land use. A variance is needed from the location requirements in MX District *Section 4.7.11 Drive-*

through Structures (drive-through window/canopy to be located behind a building, not visible from the primary street). (See Figure 4-38)

Several site plans were reviewed (see below). Property size and dimensions limit the ability to place the drive-through window/canopy structure behind the building. A rear drive-through reduces the number of on-site parking spaces to 5, and routes all traffic in and out of the site from Cornell.



Early Concept



Proposed Site Plan

Automobile back-up onto Cornell or St. Charles is a concern for Staff, and for the Traffic and Safety committee, who discussed the project informally at their March meeting. The developer has agreed to meet with them to discuss the findings in the traffic study which was submitted and reviewed internally.

The Traffic Study by Eriksson Engineering projected traffic flow for a restaurant and for a coffee shop using the ITE Trip Generation 10th Ed. Manual which notes that many of the trips to sit down and fast-food restaurants are drawn from vehicles already traveling past the site today which minimizes the overall increase in overall traffic on the road system. Potential trip generation is higher for a coffee/donut restaurant than for a fast food restaurant. *Therefore, Staff cannot support a coffee shop use, but can support a restaurant use.*

When presenting to the Planning and Zoning Commission the Developer made the case to remove this condition, presenting the study's findings that the majority of customers already pass-by the site now. The applicant believes the marketplace will self-limit the property -- large national coffee chains will not be interested in the site due to size and capacity of the drive through lane. The applicant requested the Planning and Zoning Commission remove the Staff recommendation to limit a drive through to restaurant only, not for a coffee shop. The Planning & Zoning Commission agreed and

removed this condition from their recommendation. The proposed ordinance reflects the Planning & Zoning recommendation.

2) *Variation to allow reduced perimeter parking lot landscaping as required in Section 9.1.5.D Parking Lot Perimeter.*

Due to lot width, the proposal cannot provide the required 7' wide parking lot perimeter landscaping beds. Landscaping on the interior side yard narrows to 0' adjacent to the Walgreen's loading dock and is 5' on the street yard. At staff's request, additional plantings were added on the south and east side of the building. A 6' cedar fence and landscaping along the north property line will provide a buffer to the residential district.

The Landscape Plan meets requirements for species placement and quantity. The proposal provides significant landscape material and the Planning & Zoning Commission agreed with staff recommendation to grant the variance on the width of perimeter plantings.

Findings of Fact:

Standards for a Special Use. *(Per the Petitioner):*

1. The proposed use or activity is expressly authorized as a special use.
Yes, the MX-3 zoning district permits restaurant drive-through facilities with a Special Use approval.
2. The special use is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.
The special use is necessary to provide a convenient quick service restaurant facility. The local, regional, and national tenants for this use will need a drive-through to make this a viable business operation. We believe that with the design as proposed, the vehicle traffic will avoid issues with the residential neighborhood and the new facility will add to the general welfare of the community with a convenient restaurant use.
3. The special use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity.
The special use (drive-through) will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity. The traffic flow and layout of the site will not have a negative impact on the neighborhood. This proposal has added green space, reduced the total amount of on-site parking and we are removing one curb cut on Cornell Avenue, and adding a street tree and green space. The special use will not be injurious to property values or improvements in the vicinity. We believe that a new building and business may increase property values over the former use on the site.
4. The special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
The special use will not impede the normal and orderly development and improvement of surrounding property for uses that are allowed in this district. The site development will not interfere with future development along the St. Charles corridor. Surrounding property, whether

commercial or residential may be developed or redeveloped and will not be negatively impacted by this special use.

5. The special use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure and community services.

The special use will not impede the normal and orderly development and improvement of surrounding property for uses that are allowed in this district. The site development will not interfere with future development along the St. Charles corridor. Surrounding property, whether commercial or residential may be developed or redeveloped and will not be negatively impacted by this special use.

6. The special use complies with all applicable regulations of the zoning ordinance except as expressly approved in accordance with the procedures of this zoning ordinance.

Complies with all regulations of Zoning as it pertains to the MX-3 District. A variation is needed for a drive-through Structures, per 4.7.11, and for perimeter Parking Lot Landscaping, per 9.1.5.

Standards for a Variation (Per the Petitioner):

1. That the proposed variance at the proposed location is necessary to overcome a particular hardship or practical difficulty;

We cannot accommodate the full parking lot perimeter landscaping on the site due to how small the site is and how large the building needs to be along with the drive-through width on the west side. The parking needs to maintain the size in order to accommodate the required seating which conflicts with the required parking lot perimeter landscaping on the building's rear side.

2. That a reasonable return or use of the property is not possible under the existing regulations;
It would mean losing the drive-through and parking spaces to accommodate the perimeter landscaping which would reduce the restaurants profit leaving the property undesirable for redevelopment as a drive-through restaurant.

3. The existing situation is unique (not applicable in other properties in the area or zoning);
The location is a good corner lot for a drive-through restaurant but the lot would be more accommodating if there was a variance on some on the required parking lot perimeter landscaping.

4. That the proposed variation will not alter the essential character of the locality, impair an adequate supply of light and air to adjacent property; not increase hazard from fire; not impair property values in the neighborhood; not unduly increase congestion on the streets, or otherwise impair public safety; health and convenience;
We are generally keeping with the same building size that is existing on the lot but we will be increasing green space. We are showing more planting and green space along the residential side which will include a 6' -0" cedar wood privacy fence. The drive-through will have the required stacking for cars on the building lot.

Recommended Action: Village staff reviewed the request and is supportive of the request as it conforms to the goals in the Comprehensive Plan, meets the Standards for Special Use and Variation, and provides these public benefits:

- Meets the Comprehensive Plan goal for land use (a sales tax generator will be pursued).

- Setting the building further north than the existing building improves the sight line for patrons exiting Walgreens.
- Lighting will not cast onto neighboring lots.
- Aging building will be demolished (for example, no ADA bathrooms within).
- Creates a screened, fenced and landscaped buffer between residential to the north
- A curb cut on Cornell is eliminated.
- Drive-through egress will be onto St. Charles Road, not Cornell Avenue.
- Bike Parking and pedestrian amenity (2 outdoor picnic tables) are to be provided, with a screening wall.

DuPage County & Kane-DuPage Soil & Water Conservation District Comments: A land use opinion is not required at this time for the proposed zoning action.

Planning and Zoning Recommendation: At the March 10, 2022 public hearing, the Planning & Zoning Commission voted 9-0 recommending to approve Application PZ-22-0002 for a Special Use for Drive-through in the MX District per *Section 4.7.11 Drive-through Structures* with variations related to location of the drive-up window with canopy structure, and a Variation to allow reduced perimeter parking lot landscaping as required in *Section 9.1.5.D Parking Lot Perimeter* for the property located at 24 E. St. Charles Road, PIN's: 06-03-312-032 with the following conditions:

1. The development shall be in substantial compliance with the plans prepared by Baily Edward, dated February 9, 2022, including site plan, lighting plan, Landscape plan, and exterior building elevation plans.
2. Compliance with all applicable Village Codes and regulations.
3. Obtaining all necessary permits/certifications for development, including a building permit, right-of-way permit, sign permits, and a stormwater certification.
4. The final site plan will meet all requirements of the current Illinois Accessibility Code.
5. Electric lines will be buried.
6. A revised Sign Plan will be submitted, in conformance with the Zoning Code.
7. A full engineering plan will be submitted for approval.

The Planning and Zoning Commission adopted the findings of fact as set forth by Petitioner and found that that such Special Use meets the standards for Special Use enumerated in Section 11.4 and that such Variations meets the standards enumerated in Section 11.5 of Appendix C of the Municipal Code Village of Villa Park Basic Zoning Ordinance.

Minutes from the Minutes from Planning & Zoning Commission meeting are attached.

Requested Action:

If the Village Board finds in support of the rezoning request, the attached ordinance can be approved.

	AYES	NAYS
Planning and Zoning Recommendation Required: Majority of quorum	9	0
Village Board Final Decision Required: Two-thirds of all members of the Village Board		

Ordinance No. __

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS,
GRANTING A SPECIAL USE FOR A DRIVE THROUGH IN THE MX-3 DISTRICT
AND VARIATIONS FOR THE LOCATION OF THE DRIVE THROUGH
WINDOW AND CANOPY STRUCTURE AND FOR PARKING LOT
PERIMETER LANDSCAPING RELATED TO THE PROPERTY
LOCATED AT 24 E. ST. CHARLES ROAD**

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

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

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

WHEREAS, David Kennedy of Baily Edward (“Petitioner”), with authorization from the owner Dr. Mohammed Samiruddin of SAAIIN LLC (“Owner”), applied for and are seeking a special use for a drive-thru lane in the Mixed Used Corridor (“MX-3”) District with variations related to the location of the drive-thru window and canopy structure and a reduction of perimeter parking lot landscaping requirements for the property located at 24 E. St. Charles, Villa Park, Illinois, (the “Subject Property”) and legally described in Section 2 of this Ordinance; and

WHEREAS, notice of a public hearing on said application was published on February 22, 2022 in a newspaper having general circulation within the Village, and pursuant to said

notice, the Planning and Zoning Commission of the Village conducted a public hearing on March 10, 2022 in accordance with the State statutes and the ordinances of the Village; and,

WHEREAS, after taking into consideration all evidence and testimony presented at the public hearing, the Planning and Zoning Commission reviewed the standards set forth in Section 11.4 and 11.5 of the Villa Park Zoning Ordinance and made the recommendation that the special use and variations of the Subject Property be granted, and made certain findings of fact enumerated below:

Findings of Fact

Standards for a Special Use:

- 1. The proposed use or activity is expressly authorized as a special use.**
The MX-3 zoning district permits restaurant drive-through facilities with a Special Use approval.
- 2. The special use is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.**
The special use is necessary to provide a convenient quick service restaurant facility. The local, regional, and national tenants for this use will need a drive-through to make this a viable business operation. With the design as proposed, the vehicle traffic will avoid issues with the residential neighborhood and the new facility will add to the general welfare of the community with a convenient restaurant use.
- 3. The special use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity.**
The special use (drive-through) will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity. The traffic flow and layout of the site will not have a negative impact on the neighborhood. The instant proposal has added green space, reduced the total amount of on-site parking and removes one curb cut on Cornell Avenue, and adds a street tree and green space. The special use will not be injurious to property values or improvements in the vicinity. A new building and business may increase property values over the former use on the site.
- 4. The special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**
The special use will not impede the normal and orderly development and improvement of surrounding property for uses that are allowed in this district. The site development will not interfere with future development along the St. Charles corridor. Surrounding property,

whether commercial or residential may be developed or redeveloped and will not be negatively impacted by this special use.

5. **The special use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure and community services.**

The special use will not impede the normal and orderly development and improvement of surrounding property for uses that are allowed in this district. The site development will not interfere with future development along the St. Charles corridor. Surrounding property, whether commercial or residential may be developed or redeveloped and will not be negatively impacted by this special use.

6. **The special use complies with all applicable regulations of the zoning ordinance except as expressly approved in accordance with the procedures of this zoning ordinance.**

The proposed special use complies with all regulations of zoning as it pertains to the MX-3 District, with the exception of a required variation for drive-through Structures, per 4.7.11, and for perimeter Parking Lot Landscaping, per 9.1.5 of the Village Zoning Ordinance.

Standards for a Variation:

1. **That the proposed variance at the proposed location is necessary to overcome a particular hardship or practical difficulty;**

The site does not allow for the full parking lot perimeter landscaping due to how small the site is and how large the building needs to be along with the drive-through width on the west side. The parking needs to maintain the size in order to accommodate the required seating which conflicts with the required parking lot perimeter landscaping on the building's rear side.

2. **That a reasonable return or use of the property is not possible under the existing regulations;**

Losing the drive-through and parking spaces to accommodate the perimeter landscaping which would reduce the restaurants profit leaving the property undesirable for redevelopment as a drive-through restaurant.

3. **The existing situation is unique (not applicable in other properties in the area or zoning);**

The location is a good corner lot for a drive-through restaurant but the lot would be more accommodating if there was a variance on some on the required parking lot perimeter landscaping.

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

The proposed variations allows for the general keeping of the existing building size with an increase green space, specifically along the residential side which will include a 6' -0"

cedar wood privacy fence. The drive-through will have the required stacking for cars on the building lot; and,

WHEREAS, the Planning and Zoning Commission submitted its report and recommendation to the President and Board of Trustees of the Village of Villa Park; and

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

WHEREAS, the Corporate Authorities accept the findings of fact recommended by the Planning and Zoning Commission as set forth hereinabove and have determined that it is advisable, necessary and in the public interest to approve a special use for the Subject Property to allow for a drive through window in the MX-3 District, along with a variation from Section 4.7.11 of the Village Zoning Ordinance related to location of the drive-up lane and canopy structure and a variation from Section 9.1.5.D of the Village Zoning Ordinance to reduce the amount of required parking lot perimeter landscaping.

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

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

Section 2: That this Ordinance shall apply to the Subject Property legally described as follows:

LOT 187 IN PAYNE’S ADDITION TO VILLA PARK, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1922, AS DOCUMENT NUMBER 155003, IN DUPAGE COUNTY, ILLINOIS.

The property is commonly known 24 E. St. Charles Road, Villa Park, IL 60181

PIN No.: 06-03-312-032

Section 3: A special use is approved for the Subject Property to allow for a drive through window in the MX-3 District.

Section 4: A variation from Section 4.7.11 of the Zoning Ordinance of the Village of Villa Park related to location of the drive-up lane and canopy structure and a variation from Section 9.1.5.D of the Zoning Ordinance of the Village of Villa Park to reduce the amount of required parking lot perimeter landscaping, is hereby approved for the Subject Property.

Section 5: The relief granted in Section 3 and Section 4 hereinabove, is authorized subject to the Petitioner satisfying all of the following conditions:

1. The development shall be in substantial compliance with the plans prepared by Baily Edward, dated February 9, 2022, including site plan, lighting plan, Landscape plan, and exterior building elevation plans.
2. Compliance with all applicable Village Codes and regulations.
3. Obtaining all necessary permits/certifications for development, including a building permit, right-of-way permit, sign permits, and a stormwater certification.
4. The final site plan will meet all requirements of the current Illinois Accessibility Code.
5. Electric lines will be buried.
6. A revised Sign Plan will be submitted, in conformance with the Zoning Code, and approved by the Director of Community Development.
7. A full engineering plan will be submitted for approval by the Director of Community Development.

Section 6: That this ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

Passed this ____ day of _____, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2022.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2022

VILLAGE OF VILLA PARK
PLANNING & ZONING COMMISSION

In Re the Matter of:)
) PZ-22-0002
24 E. St. Charles Road/SU -)
Drive Thru in the MX-3 District)
Variation - Parking Lot Perimeter)
)
_____)

PUBLIC HEARING
March 10, 2022
7:30 p.m.

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

1 A P P E A R A N C E S:

2 BOARD MEMBERS PRESENT:

3 MR. JASON JARRETT, Chairman

MR. EDWARD HOFSTRA

4 MR. MICHAEL ORLOWSKI

MR. ERIC LUEDTKE

5 MR. DOMINICK ROMANO

MR. LARRY CALVERT

6 MR. JUSTIN SHLENSKY

MR. DON KASE

7 MR. KENNETH JACKSON

8

ALSO PRESENT:

9

MS. ELLEN WEBER,

10 Interim Director of Community Development

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1 CHAIRMAN JARRETT: So the way these public
2 hearings will work, the first two, we will start with
3 staff input; we'll move to presentation of the
4 Petitioner; then we will take public participation and
5 questions. If you have questions on either of the two
6 items listed under 3(a) or 3(b), you would come up on
7 each of those agenda items and state your name and
8 address for the record. Then we will have questions
9 the Commission, we'll close -- closing comments from
10 the Petitioner, and then discussion amongst ourselves
11 and a motion, if appropriate, this evening.

12 We're going to handle the Item 4(a) slightly
13 differently because that is not a public hearing, it's
14 just a general informational meeting and a preliminary
15 review by our Commission. So we will handle that --
16 the process for that when we get there.

17 So with that, the first item of business will
18 be petition PZ-22-0002 for 24 East St. Charles Road, a
19 Special Use for drive-through in the MX-3 District
20 variation for parking lot perimeter.

21 Whenever you're ready.

22 I guess I should introduce our interim
23 director here, Ellen. She's been great over the last
24 few weeks I've been working with her, six weeks or so

1 now.

2 MS. WEBER: It is six weeks. Thank you.

3 I will say that the applicant also has a
4 PowerPoint, but I have prepared one myself.

5 CHAIRMAN JARRETT: Okay.

6 MS. WEBER: So here we go.

7 So good evening. I am Ellen Weber. I am
8 serving as the Interim Community Development Director
9 for the Village. I'll be here until such time that
10 Consuelo, our replacement, is hired. I have 30 years'
11 experience in community and economic development,
12 variety of communities. I retired last year. And I'm
13 doing the temporary work here and enjoying it actually
14 very, very much.

15 So this evening before you is the second case
16 that came in this year, and it is for a drive-through
17 in the MX District on St. Charles Road. And I have
18 spoken with the chairman. I believe that this may
19 actually be one of the first projects in the MX
20 District since the new ordinance was put in place, the
21 new code in 2018. It's a small site. It's just
22 .2 acres. And it's just across from the Jewel-Osco to
23 the east, northeast of us, and it is zoned MX-3 now.
24 Walgreens is to the west with a drive-through as well.

1 This site is pretty heavily concrete. Here's a
2 picture of what's there now. And it's a lot of
3 parking and very little green.

4 So the proposal is a drive-through, and you
5 can see that some variations would be needed to put
6 the drive-through here. Now, if this was not the MX
7 District, it would meet the code requirements. But
8 because it's an MX, it needs a Special Use. So that's
9 why we've got this here before you.

10 And the MX District drive-through
11 requirements would put the drive-through lane in the
12 rear yard and the window in the rear yard and the
13 canopy in the rear yard, and it's just not possible
14 given the narrowness and the size of this site. But
15 there are some benefits from putting it here on the
16 west side.

17 Also, they're asking for a parking lot
18 perimeter landscaping relief, and there has been a lot
19 of landscaping planned for this site. So staff could
20 easily recommend the approval of this. Up at the end
21 on the left you could see the red oval, that would be
22 perimeter landscaping up against the wall of the
23 loading dock of Walgreens, because the code requires
24 screening of parking spaces. And I do understand that

1 this is relatively new for our code, putting in
2 parking lot perimeter landscaping.

3 On the right hand, the east side along
4 Cornell, that red oval, a seven-foot bed is required
5 and they've been able to accommodate a five-foot bed.
6 Again, it's the width of the property.

7 The proposal would be to demolish the
8 building. It's about 1680 square feet. And the
9 owner, the new owner, would like to put in a new
10 quick-serve restaurant. It would be right-turn only
11 onto St. Charles Road for the exit. He does not have
12 a tenant identified, and he's seeking approval of the
13 drive-through to help him with his marketing. The
14 owner is a doctor here in the community already.

15 I want to note that the building elevations
16 that came in meet the code, but they're still kind of
17 conceptual without a tenant, and I've been clear to
18 the applicant that the actual elevation would be
19 approved at time of the building permit and would have
20 to meet all the zoning requirements for the MX
21 District.

22 So these MX Districts are form-based and
23 rather than just merely giving you both regulations
24 for setback height, density, they also have design

1 elements in them. So the concept plans had to be
2 reviewed against the design elements.

3 Looking at the Comprehensive Plan, I thought
4 this was also interesting and I wanted to point it
5 out. The St. Charles Road is designated for corridor
6 mixed-use. In the Comprehensive Plan, which you
7 probably know is going to be updated hopefully within
8 the next year or two, this area is considered corridor
9 mixed-use and that does match with the zoning.

10 The plan also recommends consideration of a
11 "road diet," which would reduce St. Charles Road from
12 five to three lanes. And those that have lived here a
13 long time have seen the transformation of the road as
14 it's gotten wider and wider to accommodate the
15 automobile.

16 Taking it down to three lanes is a concept
17 that provides a complete street, makes it more
18 friendly to pedestrians and bicyclists. The Village
19 does not have money to do the study for this right now
20 nor to build it. But around 2030, the road will be up
21 and eligible for federal STP funding, and engineering
22 says they think that they'll be interested to do this
23 then.

24 I just wanted to put it out there so that

1 this concept doesn't get lost.

2 Looking at the zoning, a restaurant is a
3 permitted use in the MX District. The building is
4 proposed, does meet facade, roof, building type,
5 setbacks, height, uses, and design.

6 Each of these MX Districts, there are four
7 different building types in the new code, and each
8 district has one or two or three of them that are
9 deemed appropriate.

10 As drawn, the restaurant would have
11 approximately 30 seats, and it does provide the ten
12 parking spaces that would be required, seven of them
13 on the lot and three on the street, which is permitted
14 through our code.

15 There's a proposal also, if you saw in the
16 drawing, for some outdoor seating. That's not enough
17 to trigger the requirement for more parking because it
18 doesn't exceed 10 percent of the indoor floor area.

19 The drive-through is drawn -- let me back up.

20 Figure 438 is how it is in the code to have a
21 drive-through in the MX District with it to the rear,
22 and you can see it's just a wide lot, and this is not
23 a wide lot. The drive-through that they've drawn does
24 meet the stacking requirements. It has two cars

1 between the order window and the ordering board, and
2 it has stacking for five, but the variance here would
3 be the placement of a drive-through in the window.

4 And I do note that placing the window in the
5 canopy structure in the rear yard would have put all
6 of the ingress and egress traffic out onto Cornell.

7 And so it is a benefit to have the exit
8 coming out onto St. Charles.

9 In the beginning before I was here, staff did
10 meet with the applicant, and you can see on the right,
11 this was their early concept plan, how it would look
12 if they put it in the rear. There's less parking and,
13 again, you've got both points of egress on Cornell; on
14 the left, you have got what they proposed before you
15 this evening.

16 There is a rear entrance also planned for the
17 building there. That's why the white sidewalk is
18 there to the north of the building.

19 I've referenced the parking lot landscape
20 variation, the two ovals again.

21 They've provided significant landscaping, and
22 for that reason, I was very comfortable recommending
23 to you the landscape variation. They've got a 30-foot
24 buffer to the home -- to the north. Right now you've

1 got parking all the way. And they've got a 6-foot
2 fence. And then you can see the landscape beds at the
3 southeast corner and some landscaping to the west of
4 the drive-through. Again, significantly more green
5 that's there.

6 This is the length. I had to flip it
7 90 degrees. But this is the length of Cornell. You
8 can see the landscaping. Those are two bike racks
9 there in the center right above the word "Cornell" and
10 then the little patio area. And then to the right of
11 that is the 5-foot area with bushes proposed.

12 They really put some good species in the
13 plan. Obviously you can't read it, but I just wanted
14 to illustrate that it's a very healthy landscape
15 proposal.

16 So looking at the findings of fact, I don't
17 know, Mr. Chairman, what's your history been? Do you
18 need me to go through these? Have you all read them?
19 The uses, the Special Uses and Activity that is
20 allowed in the district as a Special Use, to provide
21 the drive-through is a matter of public convenience to
22 put a new restaurant.

23 Do you want to me to go through them?

24 CHAIRMAN JARRETT: I don't think you need to.

1 MS. WEBER: Okay.

2 CHAIRMAN JARRETT: We've got them available
3 in the report.

4 MS. WEBER: So for those in the audience,
5 this is what the Commission will review the proposal
6 against, is that they've met these standards with
7 their proposal, for the Special Use and then for the
8 variation.

9 And the big thing on the variation request is
10 that it's not just -- they're not asking for just to
11 make more money at a site. There's more reason than
12 that. There is a hardship that, in this case, it's
13 the size of the lot and the width of the lot. They
14 just can't do it.

15 So there are public benefits. So staff was
16 supportive of the request. It does meet the
17 Comprehensive Plan goal for land use. It does improve
18 the sight lines for the patrons exiting Walgreens.
19 Once you move that building back, they will be able to
20 see the westbound St. Charles traffic easier. A --
21 lighting requirements are met, meaning that they won't
22 cast out onto the neighboring properties. All the
23 fixtures are down lit.

24 An aging building was going to be demolished;

1 it would be. There will be a screened, fenced, and
2 landscaped buffer between the home to the north. The
3 curb cut on Cornell is eliminated. The drive-through
4 egress would be onto St. Charles Road, not Cornell.

5 They are offering the bike parking and a
6 pedestrian amenity with a little patio. The landscape
7 plan meets the intent of the code and another
8 requirement in our application process. Kane-DuPage
9 Soil Conservation has indicated no need for any review
10 there.

11 So I have given you a sample motion. I think
12 we can come back to that after you let the applicants
13 speak.

14 CHAIRMAN JARRETT: Yes.

15 MS. WEBER: And we have several gentlemen
16 here from the Applicant. I will queue up their
17 presentation.

18 CHAIRMAN JARRETT: I'd like to just get you
19 guys to state your name and address for the record as
20 you come up to speak. And then just keep in mind that
21 the court reporter will be taking a transcript off the
22 recording, so try to be in front of the mic when it's
23 your turn to speak. Thanks.

24 MR. KENNEDY: Thank you. My name is David

1 Kennedy. I do have a cold, so I hope I can speak
2 okay. But 35 East Wacker Drive in Chicago.

3 So we're happy to be here tonight. It's
4 actually kind of exciting for us to be, I guess, the
5 first proposal in this new MX-3 District. And one of
6 the things we like about this is because there's
7 design elements put into the district regulations, it
8 puts us in a situation where we have parking behind
9 the building, building forms a street wall, and we've
10 also used some of the setback requirements to add
11 landscaping, as Ellen pointed out. So we think it is
12 a proposal that we hope can be approved by the
13 Commission.

14 Just the aerial site view. As you know, this
15 was in the packet showing the surrounding community.
16 The location map, obviously closer in, I think we all
17 know that the site now is about 95 to 98 percent
18 impervious. The large parking lot extends almost all
19 the way to the north property line and it's built out
20 east to west. There's two curb cuts on Cornell and
21 we're going to eliminate one of them. We don't need
22 those two on Cornell. So we are actually adding to
23 the streetscape on the east side.

24 Site plan north is actually to the right

1 here. We've had to turn it to get a little bit better
2 image for you. But I think you got a pretty good
3 introduction from Ellen. What I wanted to add here,
4 just a couple of things, was what we tried to do was,
5 by having the single ingress-egress on Cornell, we've
6 added some streetscape in the parkway. We are also
7 using this -- because the curb cut is gone, we're
8 using this as a way, for a little walkout to our
9 patio, with the screen wall to the sidewalk to be used
10 by patrons of the restaurant.

11 The driveway comes through and the stacking
12 comes back to the west side. And as we work with
13 staff with our preliminary concept, and I think
14 everyone, Fire, Police, Planning, all kind of agree
15 that this was a better scheme for the site.

16 The MX-3 District does ask you to either go
17 to zero to 10 feet on the front yard. I think we have
18 zero to 10 feet on the side yard, the corner side
19 yard. We actually went to 10 here for two reasons.
20 One is it gives us a little bit better sight line, as
21 was pointed out as you exit either from Walgreens to
22 the west or from our site as they exit onto
23 St. Charles.

24 This is a right turn only. Obviously it's

1 not a full access intersection. And now we've also
2 added some landscaping here that would be low enough
3 to see for sight lines, landscaping along the east
4 side, to really give us a little bit better sight
5 line, too, from people that are traveling southbound
6 on Cornell making those turns. So we really meet the
7 site triangle for people coming to the stop sign.

8 So overall we just think it's an enhanced
9 site plan. Trash is away from the street, screened,
10 again, by landscaping. We haven't done our full civil
11 engineering yet, but we will design this site so that
12 storm water will not exit the site to the north.
13 We'll keep it on the site, contain it, and do what we
14 need to do to meet the code and really be a good
15 neighbor.

16 The 6-foot fence and landscaping back here on
17 the buffer we think is a good buffer between us and
18 the residential property.

19 Before I move on, I just want -- the owner is
20 here. He's a local doctor in the community. So I'll
21 just have him say a few words, please.

22 MR. SAMIRUDDIN: Good evening, everyone. My
23 name is Mohammed Samiruddin. I am in the community
24 for the last 13 years. I'm a family practitioner. My

1 address is 622 North Addison in Villa Park, Aziz
2 Medical Center.

3 I bought this property and I've been in the
4 community for like 13 years, very vested in Villa
5 Park. I see a lot of community patients, lot of
6 people from the community. So when I got this
7 property I really thought that this would be, you
8 know, a place where a new development can come in.
9 And, again, a lot of thoughts into this area and a lot
10 of interest, which I spoke to a lot of people, and
11 suggestion was a quick-service restaurant or a coffee
12 shop drive-through. And, again, that will enhance the
13 community, again, a lot of -- the thought was to have
14 something new developed.

15 And we spoke to a lot of like people who are
16 interested in getting some kind of new development in
17 this and, again, they are looking at this national
18 tenant was -- a few national tenants have interest in
19 this, but, again, they are looking to see how this
20 project goes and what happens.

21 So I hope that will be headed towards a good
22 direction here and we get a good site. Right now it's
23 an eyesore, the building. So I hope to get a good
24 development. Thank you.

1 CHAIRMAN JARRETT: Thank you.

2 MR. KENNEDY: The architectural plan is also
3 in your packet.

4 I do want to point out here that we do think
5 a lot of quick-service restaurants will have limited
6 seating. We're showing 30 seats. There could be
7 fewer, but we're not proposing any more. We don't
8 have a tenant yet, but this is our proposal because we
9 really want to make sure that we can adequately serve
10 this restaurant with those seats without a parking
11 variation.

12 That's our proposal.

13 We also have a fair amount of glass that
14 we'll show you in a minute, the elevations. South
15 elevation facing St. Charles, a lot of glass at the
16 entry, entry door off here for any foot traffic that
17 will come in. Canopy. On the east elevation facing
18 Cornell, a lot of glass at the seating counters and
19 booths.

20 Masonry building. We're meeting the
21 requirements of the MX-3 District in terms of the
22 height, minimum height requirements, and we're trying
23 to do something that architecturally fits into the
24 neighborhood as enhancing the site.

1 The north elevation, obviously glass at the
2 entrance. And the west elevation, there's not much
3 other than the drive-through. Very few openings on
4 the west side facing Walgreens.

5 We just did one concept, 3-D view of the site
6 facing from the corner of Cornell and St. Charles.
7 Again, it's masonry with some stone banding. A lot of
8 glass facing south. Large canopy at the entry. And
9 an articulated cornice on top, with glass facing the
10 patio and landscaping on the east side.

11 You can see in the background there the
12 fence, fencing, landscape buffer, and here's the exit
13 out to St. Charles.

14 With that, I'm going to turn this over to our
15 traffic consultant.

16 MR. CORCORAN: Good evening. My name is
17 Stephen Corcoran. I am the director of traffic
18 engineering at Eriksson Engineering Associates out of
19 Grayslake, Illinois.

20 So you have a traffic study in your packet
21 that I completed. For that traffic study, we went out
22 and had traffic counts down at Cornell and St. Charles
23 Road, both during the morning and evening rush hour as
24 well as the Saturday afternoon period.

1 And then, obviously, we're going through a
2 pandemic and we found everywhere around Chicago,
3 traffic volumes are lighter than normal, so we looked
4 at some historic IDOT counts for St. Charles Road, and
5 we took those existing counts and increased them by
6 34 percent. So our study's based on a typical
7 pre-pandemic condition.

8 We looked at two different land uses on the
9 site. One is a typical fast food restaurant, and then
10 a second is it could be a coffee/doughnut shop with a
11 drive-through.

12 So the top table there, I am not going to go
13 through numbers. I can't even read them from here.
14 But we've looked at the -- the coffee shop generated
15 the most traffic compared to our regular fast food
16 restaurant. So I used those numbers to do my
17 analysis. If a fast food goes in there, things will
18 work a little bit better based on that.

19 A couple things to keep in mind for both
20 uses, number one, good percentage of traffic is what
21 we call pass-by traffic. Someone is driving down the
22 street, they're on their way from home to work and
23 they pass by here and they make a stop to get a cup of
24 coffee if it's a coffee shop.

1 Same thing at lunch time, they drive by and
2 they want to get a lunchtime meal from a fast food and
3 they stop.

4 So we are really not adding necessarily all
5 new traffic to St. Charles Road. Some of that is the
6 existing traffic that now has another opportunity to
7 shop at a different type of location.

8 And then the other thing we want to note is
9 basically of those volumes, around two-thirds,
10 60 percent of the traffic going through to this --
11 either site -- I'm sorry -- for either land use
12 through the site is going to be using the
13 drive-through.

14 So we then took the higher numbers, assigned
15 it to the road system, then we also obtained traffic
16 projections from the Chicago Metropolitan Agency for
17 Planning to increase the traffic to the year 2028,
18 which is approximately five years after this thing
19 theoretically can be built. Again, that's dependent
20 on when the tenant comes in. And did some capacity
21 analysis for Cornell, St. Charles, for the Walgreens
22 access and for our new access onto St. Charles as well
23 as the new Cornell access.

24 The second table on there I am not going to

1 go through either, but it shows all good levels of
2 service and minimal delay for the different vehicles
3 leaving the driveways as well as leaving -- turning on
4 or off Cornell during the different peak hours.

5 The other thing I wanted to touch on tonight
6 was, I understand there's concern about cut-through
7 traffic. The unique thing about this site compared to
8 most -- any commercial site is because most of our
9 traffic is exiting or using the drive-through, this
10 site plan basically forces the majority of the traffic
11 exiting the site to turn right onto St. Charles Road,
12 and they don't have an opportunity to potentially turn
13 north on Cornell and cut through the neighborhood.

14 So by site design, that helps regulate that
15 cut-through.

16 The other issue, again, is always for the
17 people driving down St. Charles Road, they want to get
18 back on St. Charles Road. So we anticipate very
19 little cut-through traffic. We did assign a couple
20 cars going north and south -- or to the north on
21 Cornell, but we would represent we would think people
22 from the neighborhood are going to use this site.

23 That's the end of my remarks for the moment.
24 I'll turn it back to Dave.

1 MR. KENNEDY: The other things that are in
2 your packet tonight, I just want to briefly point out
3 that staff allowed us to do a Special Use without
4 doing a full engineering, but we did look at some
5 things that were brought to our concern from the
6 Public Works department was the grading, and sidewalk,
7 and pedestrian path that runs east-west from the
8 building. So we did work that out. We got some
9 grading done, some renovations done, so we got that
10 worked out to their satisfaction because that was the
11 only concern that they thought, in terms of grading
12 out at the site, once we get to the point of final
13 design.

14 We also have a light -- a photometric plan
15 that was in your packet. I think no one can see this
16 here, but we will have essentially zero foot-candles
17 at the north property line. We have only one pole
18 light on the entire property to light the entire site.
19 And the rest of the lighting is done by wall-mounted
20 fixtures on the building. And we have proper cutoffs
21 and down lights so that we're not causing any kind of
22 visual disturbance to any of the neighbors.

23 And one last thing I think we want to point
24 out and actually talk to the Commission about is that

1 we understand staff is supporting this and we're very
2 happy for that.

3 One thing that we want to at least want the
4 Commission to consider is we feel that there's more
5 potential for success if the Petitioner is allowed to
6 have a coffee shop. And I know it's more traffic, but
7 I think one of the things we're considering is that
8 the larger national chains, site is too small. So by
9 self-selection, I think it will be a restaurant. If
10 it is a coffee shop, it would probably be a local,
11 regional, not national most likely. Potentially
12 having less traffic than the nationals would. So we
13 think that that would be beneficial if the owner has
14 the opportunity to be less restrictive on the use.

15 So we'd like at least to have that out there
16 for discussion today. Thank you.

17 MS. WEBER: Because we don't have a court
18 reporter, would the gentlemen, would you give your
19 name, your full address, your spelling, everything in
20 order of which you spoke to help her at home. I
21 didn't hear everybody.

22 MR. KENNEDY: David Kennedy, K-E-N-N-E-D-Y.
23 The address is 35 East Wacker Drive, Chicago.

24 MR. SAMIRUDDIN: Mohammed, M-O-H-A-M-M-E-D,

1 S-A-M-I-R-U-D-D-I-N, and 622 North Addison Road, Villa
2 Park.

3 MR. CORCORAN: Stephen Corcoran,
4 C-O-R-C-O-R-A-N, 145 Commerce Drive, Grayslake,
5 Illinois.

6 CHAIRMAN JARRETT: Thank you.

7 Is there anyone from the public wishing to
8 speak on this agenda item this evening? One at a
9 time. You can come up to this podium. State your
10 name, spell your last name, and give your address for
11 the record. And try to keep it to about three minutes
12 to the degree that you can.

13 MS. WOZNIAK: My name is Julie Wozniak,
14 W-O-Z-N-I-A-K, and I reside directly north from the
15 proposed property at 18 North Cornell in Villa Park.

16 I am a 27-year resident of the property and I
17 am a 50-year resident of Villa Park.

18 I object to this proposal in so many ways.
19 First thing, the amount of traffic it is going to
20 bring to our community. You have entering only from
21 Cornell, so people are going to come from Oak, and
22 Elm, and so forth, down Cornell to enter the property.
23 They are also going to be entering the property from
24 St. Charles, which I think is a major concern,

1 especially with the amount of accidents that are at
2 this intersection.

3 The property is way too small for a
4 drive-through and while it looks great and everything,
5 and it will bring value, I'm sure, to that property, I
6 believe it's going to take away value from my
7 property. I take on a lot of storm water on my
8 property, which has eroded my foundation and my
9 driveway, and flooded my basement on several
10 occasions. This property next door, being Walgreens,
11 is a monstrosity. I've had to fight with the village
12 time and time again about the storm water in my yard.
13 It's eroded away all my mulch and this money is only
14 coming out of my pocket.

15 It's eroding my property. The amount of
16 garbage on my property from these properties around me
17 is a concern. Where the dumpster is located is a
18 concern. The 6-foot fence is a concern because you
19 cannot see people coming down the sidewalk exiting my
20 property. It's a one-car driveway.

21 There's no way for us to protect the children
22 and the kids when we're pulling out of there until the
23 last minute.

24 The light on the property, the garbage, the

1 tables in the rear, my bedroom is all lined by
2 driveway. So you're going to put tables back there,
3 which are going to bring people back there, and I'm
4 sure teenagers back there, and a lot of nuisances and
5 ruckuses. And I have to live in that house. I pay my
6 taxes and I've really done my time in putting up with
7 Walgreens.

8 And if you go to that property today, you'll
9 see how it's under kept and the amount of garbage that
10 I have to pick up every year. The rodents, the
11 raccoons, the possums, the squirrels, they bring
12 garbage out of that dumpster and set it in my light
13 fixtures, in my cushions, all in my backyard, which is
14 not healthy for my animals. I have two dogs in that
15 property and lots of chocolate.

16 I'm also concerned about the damage to my
17 property when the demo and build is being done. I had
18 damage to my property when Walgreens was built and
19 it's not that close to my property as this building.

20 I'm concerned about the hours. I'm concerned
21 about the graffiti. I'm concerned the amount of
22 people that a drive-through, and at best a coffee
23 shop, is going to bring to that property. We have a
24 coffee shop right across the street, Dunkin' Donuts.

1 We have another one on Roosevelt Road. We have
2 another one on North Avenue. I think we have enough.

3 Time and time again, restaurants have gone up
4 along St. Charles and they failed. I don't think this
5 should be a property for a restaurant.

6 CHAIRMAN JARRETT: Thank you.

7 MS. WOZNIAK: Thank you.

8 CHAIRMAN JARRETT: Whoever is next?

9 MS. NOXON: Donna Noxon, N-O-X-O-N. Same
10 forward and backwards and upside down; it's a
11 palindrome.

12 My only concern for that property is I see
13 that they have the right turn out of the property. If
14 you are picking up your prescription from west to east
15 through the drive-through, when you come out at that
16 far east entrance, I ask that we make that a right
17 turn also, so you don't have to wait for traffic
18 turning and the people coming out of Walgreens turning
19 left. So I just ask that coming out of that last
20 driveway of Walgreens you make that a right turn,
21 also.

22 CHAIRMAN JARRETT: Thank you.

23 Donna, can you give your address, please.

24 MS. NOXON: 1037 South Rand.

1 CHAIRMAN JARRETT: Thank you.

2 Anyone else?

3 MR. MCARDLE: Mr. Chairman, Dr. Mohammed, all
4 the representatives from the development, my name is
5 Darren McArdle. I am a 50-year resident of Villa Park
6 and a 50-year resident of Cornell Avenue in Villa
7 Park.

8 CHAIRMAN JARRETT: Do you want to give your
9 address, please.

10 MR. MCARDLE: Yes. 27 North Cornell.

11 CHAIRMAN JARRETT: Thank you.

12 MR. MCARDLE: So I am pretty much in the
13 middle of the block. So I just want to come here and
14 kind of say my piece about what potentially could be
15 coming.

16 So it sounds good. Here to stay. Was
17 originally the Cornell Snack Shop. I remember that as
18 a kid. I like the idea. But the traffic really will
19 be a concern.

20 So I want to bring to your attention the
21 realities of having lived on this street for 50 years,
22 as a kid, teenager, as an adult and now a homeowner.

23 Cornell is the avenue, the thoroughfare to
24 get to the Villa Park train station. So there is

1 traffic in the morning to the train station. I know
2 it's a pandemic, we have fewer people traveling by
3 train to get there.

4 But in the non-COVID years we see a lot of
5 traffic in the morning. We see a lot of traffic in
6 the evening. And I'm concerned about the bottleneck
7 that that will create at St. Charles and Cornell
8 Avenue as people are coming back from the train
9 station using Cornell Avenue as they have historically
10 done to turn right onto St. Charles Road heading for
11 Elmhurst.

12 Two, we get a lot of cut-through traffic. I
13 am not sure that cut-through, not through the
14 structure of the restaurant, we got a lot of traffic
15 where someone is approaching Ardmore Avenue at
16 St. Charles and the light is turning yellow, so they
17 will cut down Cornell, down to Elm and then take a
18 quick left and then proceed down to Ardmore Avenue.
19 So they avoid the light by coming down our street.

20 So looking at the property, I did not get a
21 chance to see his development plan for tonight so I am
22 just kind of going off my notes of what it was like
23 when Hair to Stay was there, which was a Hair Cuttery
24 place. There were cars. Employees would park on the

1 street on Cornell. And for traffic that proceeded
2 from the train station to St. Charles, we would have
3 car, car, car. The street would be filled with cars
4 looking to go right while the business was in
5 operation.

6 We see a lot of cars that do not stop at the
7 stop sign. The residents on our block would consider
8 it almost to be a yield, where they roll right through
9 to get to the train, to make that left towards Ardmore
10 Avenue, to avoid the light. So that should be a real
11 consideration.

12 Too, we're a family block. About 20,
13 25 percent of the homes on the 0-50-block of Cornell
14 Avenue have kids between the ages of 2 and 17. So we
15 have young families, we've historically used our front
16 yards to just kind of celebrate out front, play with
17 our kids. The years gone by, we've played kickball in
18 the street, softball, frisbee, golf. So that
19 increased traffic would be a concern for me as a dad,
20 as a father, even for my own daughter.

21 That pretty much sums up my concern at the
22 intersection of Cornell and Elm.

23 That's also a stop for the Willowbrook High
24 School, the middle schools in Villa Park, elementary

1 schools, kids that receive busing. We also have
2 special education buses that stop. And my concern is
3 the increased car traffic will just come into conflict
4 with those buses.

5 I'm a teacher so when you hear about people
6 that blow by school buses with the stop sign out or
7 lights flashing, so I'm just concerned that this is
8 going to lead to some greater issues.

9 Too, if you've ever been to Villa Park on
10 St. Charles Road at about dinnertime, you know that
11 cars approaching the light at the intersection of
12 Ardmore and St. Charles will be backed up to Illinois
13 Avenue. So if you have cars coming down Cornell from
14 the train station, and you have the busy times cars
15 that are almost two blocks back waiting for the light,
16 and then you have a business which puts traffic into a
17 right-turn position only out of that restaurant,
18 you're going to create -- this is going to be a
19 significant bottleneck. We are going to realize the
20 impact of that.

21 I am not against the business being there.
22 But sensibility, I'm not sure that a drive-through
23 under these considerations would be appropriate. We
24 would like to see something there, too. And the

1 business that was there was a good business. They
2 were good neighborhood partner. I would imagine that
3 Dr. Mohammed will find someone who is a good partner
4 with us in the neighborhood and that some of these
5 concerns that Ms. Wozniak stated would be addressed.
6 That's it. I thank you.

7 CHAIRMAN JARRETT: Appreciate it.

8 MR. DROGOS: How you doing? John Drogos,
9 29 North Cornell Avenue.

10 CHAIRMAN JARRETT: Could you spell your last
11 name, please.

12 MR. DROGOS: D-R-O-G-O-S.

13 I feel like overall the plan is pretty well
14 put together. I think bringing the building back,
15 setting it back is a huge benefit. I know it creates
16 a lot of blind spots as the current building is.

17 With that said, I think more discussion needs
18 to be had with the adjacent neighbor that's directly
19 behind them, as obviously I don't think enough
20 discussion has been with Ms. Wozniak.

21 As I think a lot of her concerns may be able
22 to be resolved with the design.

23 I feel like the traffic study is well done
24 enough where I think that there shouldn't be an issue,

1 especially if the coffee shop, not a Starbucks, if
2 it's a small coffee shop or small restaurant, I feel
3 like as long as it's not McDonald's or Shake Shack or
4 something like that, I would hope it wouldn't be
5 overwhelmed.

6 And I know traffic studies are usually pretty
7 well thought through. So I think the Walgreens idea
8 of being able to have both of them turn out right at
9 the same time is going to be a huge benefit as -- if
10 you're going to have Walgreens going to the left and
11 then forcing them to the right, you're right next to
12 each other, that -- that presents some issues.

13 So overall I do think it's a good plan. It's
14 a good development for our community, for our area. I
15 guess the only other thought I had was any type of
16 additional sound disturbances from any of the rooftop
17 units or anything like that, if there's any
18 considerations for acoustical screening or anything
19 like that, to dampen -- we already have a pretty loud
20 area of that neighborhood. So any addition to that
21 would be -- might put us over the edge, I guess.
22 Otherwise, that's all I got. Thank you very much.

23 CHAIRMAN JARRETT: Thank you.

24 MS. TUCKER: Cheryl Tucker, 434 South

1 Cornell.

2 They covered most of the traffic except for
3 the other side where Jewel is and where the VFW is.
4 That is right the corner where they leave on that area
5 with the left turns and the right turns, and then
6 trying to turn into Cornell is an issue that -- I know
7 it's probably -- you're not for it, but something that
8 might need to be checked a little farther in on a
9 traffic control because that square mile, as he said,
10 it backs up, and if we get the trains going again, it
11 will be a problem from the commuter lot also on them
12 trying to go left and right from that area in the
13 future.

14 That's just my comment on that. It's like a
15 four-corner site. And if you've been there with rush
16 hour he was bringing up, you can see with traffic
17 coming out of all four spots, it's a disaster about to
18 happen.

19 CHAIRMAN JARRETT: Thank you.

20 Anyone else from the public wishing to speak
21 on this item?

22 MR. MCARDLE: Could I do an add-on?

23 CHAIRMAN JARRETT: If it's very quick.
24 Please state your name again.

1 MR. MCARDLE: Darren McArdle. 27 North
2 Cornell, Villa Park.

3 Employee parking, where are they going to
4 park? Are they going to park on my residential street
5 across from my house? Are they going to park in the
6 Jewel parking lot? Is Walgreens going to allow them
7 to park there? Because if you staff a building, a
8 business event, you can anticipate three to four cars,
9 which is going to reduce the amount of available
10 parking for your customer base. Where are they going
11 to park?

12 THE COURT: Thank you.

13 All right. Questions from the Commission
14 before we give the Petitioner a chance to respond and
15 move to discussion?

16 COMMISSIONER ROMANO: Thank you. Just to
17 verify with staff, the parking in the proposed layout,
18 that does meet requirements, correct? It had occurred
19 to me with employee parking that it would be pretty
20 tight.

21 MS. WEBER: It does might the code. I am not
22 saying the code is what it should be, but it does meet
23 the code.

24 CHAIRMAN JARRETT: I've got a question

1 partially both for staff and for the Petitioner.

2 In Ellen's staff report, which, by the way,
3 Ellen, I know this is the first meeting so I just want
4 to say the packets presented to Planning & Zoning
5 tonight were extremely professional. I think that
6 they're some of the best packets that we've seen. I
7 just want to give you a lot of kudos for stepping in
8 on an interim basis. Everything is very professional,
9 and well laid out, and very thorough. So I just
10 appreciate your diligence on everything.

11 With regards to the proposal, though, you do
12 make note that as the proposal design before us
13 indicated a signage request or proposal on the
14 signage, I believe that you make note that the
15 proposed signage does not meet code standards and that
16 the Petitioner did not provide or include a variance
17 request for the signage. So I'm just looking for some
18 clarity and/or confirmation there, too.

19 MS. WEBER: The building elevations that were
20 drawn showed signage on all four sides, and that
21 wouldn't be allowed. So I was just trying to notate
22 that this did not -- were this to be approved tonight,
23 it does not constitute an approval of signage. And
24 signage will come forth when there was an actual

1 tenant.

2 So they drew it in and it's drawn on the
3 right place were there to be a sign on any of those
4 facades, but it was not reviewed to meet sign code and
5 it's too much signage.

6 I think it's one -- I think it's 1.2 square
7 feet per linear side, and they would take both sides,
8 because you got a corner lot, and that would be the
9 maximum square footage they could have.

10 COMMISSIONER SHLENSKY: Typically signs are
11 approved as part of the sign permit process, and so
12 that's where the calculations are done, and the design
13 and the negotiations on that.

14 An exception to that might be in a planned
15 development or if they were requesting a variation.

16 MS. WEBER: I had it in my report. With it
17 being a corner, there's an additional .75 square feet
18 per linear foot. So this building could have
19 2.25 square feet per linear foot of the building
20 street facing frontage and signage, so.

21 CHAIRMAN JARRETT: Any questions? Yes,
22 Commissioner Kase?

23 COMMISSIONER KASE: I think we had a problem
24 with cut-through traffic by Thornton, by Euclid before

1 with all the cars cutting through before they put that
2 median strip in, and a suggestion was brought up,
3 speed bumps. I don't know if that's a possibility.
4 Would that help traffic slow down. A lot of people
5 wouldn't go down the street again if there were speed
6 bumps there.

7 My other question would be, the only one I
8 would have in that corner area where they have the
9 green lights by St. Charles and Cornell, I'd love to
10 see bollards there for protection, for safety, because
11 the front entrance is right by -- they moved the
12 entrance back 10 feet, but still that's just -- every
13 time I used to walk down that sidewalk it was so
14 narrow.

15 CHAIRMAN JARRETT: I see what you're --

16 COMMISSIONER CASE: I know on the other side
17 they have a bunch of mechanical stuff that runs
18 underneath those sidewalks. So I don't know if they'd
19 be able to go down and do that, because I know by
20 Dairy Queen they couldn't do it because they had a
21 bunch of pipes that ran underneath there.

22 I just prefer for the safety part of it,
23 though.

24 CHAIRMAN JARRETT: Okay.

1 COMMISSIONER ROMANO: I got another question
2 for staff, if you have a second here with this?
3 Notwithstanding the variations for the plantings of
4 the parking lot, which is relatively small things, I
5 think it's important just to address concerns from the
6 neighborhood on Cornell. Given the district of this
7 property, if today they said, all right, no
8 drive-through, they're good to go basically. I mean,
9 this business can exist there today without a
10 drive-through. I mean the traffic and the concerns,
11 whether it's this business or the next one, that's
12 going to exist.

13 MS. WEBER: It's a permitted use in the
14 district, so, yes.

15 COMMISSIONER CALVERT: I had -- I have a
16 question for staff also.

17 On Page 5, the last bullet and the last
18 sentence of that bullet, "Therefore, staff cannot
19 support a coffee shop use but can support a restaurant
20 use."

21 Specifically, why can staff not support a
22 coffee shop use?

23 MS. WEBER: I think it was at peak hour, it
24 was 30 percent more traffic projected were it to be a

1 coffee shop.

2 COMMISSIONER CALVERT: So it is just related
3 to traffic?

4 MS. WEBER: That's why staff was recommending
5 that it be for restaurant only, not for the coffee
6 shop use.

7 CHAIRMAN JARRETT: The traffic study was not
8 in our report -- was one thing that was not in our
9 report.

10 Would it be possible to get that page from
11 the Petitioner's --

12 MS. WEBER: Yes.

13 CHAIRMAN JARRETT: -- report up on the screen?

14 MS. WEBER: I can't get into the network to
15 pull it up. We have it in that one slide. We'll see
16 if we can blow it up. I think I can do that.

17 CHAIRMAN JARRETT: Yeah. That's just the one
18 page I was referring to that was in their report,
19 because that may be something that we want to talk to
20 the traffic about.

21 But if you could just open up that really
22 quick.

23 MS. WEBER: That's better, huh?

24 CHAIRMAN JARRETT: Yes.

1 So you could see the difference in the
2 morning peak especially there and the total in the
3 morning as well. We could talk about it a little bit
4 more when we get into the discussion, but, obviously,
5 a coffee shop, whether it's a national chain or a
6 local chain, there's different traffic volumes for
7 those, but the A&P is going to be substantially more
8 at a coffee shop or a doughnut shop than a Jimmy
9 John's or someone else who might be likely to use a
10 building of that size. I think we could pretty much
11 write off the McDonald's, and the Burger Kings, and
12 the Wendy's. That's not a big enough site.

13 MS. WEBER: I will say, as the applicant
14 said, the national chains like a Starbucks would not
15 go in here. Their site specifications have changed.
16 They want mobile order and you order ahead. You have
17 the space where you park and you give your number, and
18 this site can't do it.

19 But back to your question, it does meet our
20 code for parking, so.

21 COMMISSIONER CALVERT: And I just wanted to
22 clarify that that's why you did not support a coffee
23 shop was just the traffic?

24 MS. WEBER: Correct. Correct.

1 CHAIRMAN JARRETT: Questions?

2 COMMISSIONER CALVERT: I had one other
3 question for the Petitioner.

4 I just wanted to clarify the use on the north
5 side of the property you've identified as being sort
6 of a collection point for water. That's just for --
7 can you go head and kind of describe to us exactly
8 what your plan is for that.

9 MR. KENNEDY: David Kennedy, once again,
10 35 East Wacker Drive.

11 COMMISSIONER CALVERT: On the north side of
12 the property where you have three trees there now, can
13 you tell us again exactly what the use is for that
14 portion of the property on the north side.

15 MR. KENNEDY: That is strictly a landscape
16 buffer. There's -- when you get north of the parking
17 lot, it's all turf plantings, trees, and so forth, and
18 the idea there is to -- if we have to have a drain in
19 that area, we'll put a drain there. We haven't
20 designed it yet, but there's no other use for that
21 area. It's not going to be populated by anything else
22 other than a buffer, green buffer, and landscaping.

23 COMMISSIONER CALVERT: Right. Just the green
24 buffer?

1 MR. KENNEDY: That's right.

2 COMMISSIONER CALVERT: Thank you.

3 CHAIRMAN JARRETT: Any other questions?

4 I mean, obviously, if something comes up here
5 in discussion, we can always ask additional questions.

6 Okay. So this would be a point for any
7 closing comments by the Petitioner or if you want to
8 address any of the questions or comments that were put
9 before you this evening, that might be helpful.

10 MR. WHITEHURST: Robin Whitehurst, 124 West
11 Division Street, Villa Park, Illinois. I'm with
12 Bailey Edward as well and David is my colleague.

13 Just a few things, we're kind of taking some
14 notes here. For the property immediately to the north
15 and the discussion we just had, that green space is
16 intended to be a buffer yard so that we can really
17 buffer the residential use to the north from the
18 parking lot area.

19 As David mentioned, it's entirely intended to
20 be green space with the trees and landscaping as
21 shown. We will, obviously, have to work very closely
22 with Public Works to turn in engineering plans so we
23 won't be draining any water further from this site to
24 the north.

1 This site won't do anything about a Walgreens
2 situation, if there is one. But just wanted to
3 resident to know this site will not make it any worse,
4 and if there is any water currently heading that
5 direction, it won't be in the future because
6 engineering will work with our engineer to make sure
7 that that doesn't happen.

8 So that's the first thing.

9 The garbage will be enclosed and ordinance
10 requires the enclosure to resemble the materials used
11 on the building. The Petitioner is fully aware of
12 that and we've shown it that way on the plan. So
13 that's another way of mitigating garbage flowing
14 around, is to have an enclosure with doors around it.
15 I wish we made everyone do that, even retroactively.
16 I live over on Division Street, so there's a lot of
17 apartments with garbage that blows around.

18 So I know very much what the resident was
19 talking about.

20 So this -- the ordinance does talk about
21 that. And has us mitigate that as a situation.

22 A thing that I want to say about the coffee
23 shop, restaurant use, some good points were made that
24 really -- that the size of this building and site

1 starts to self limit. The national chains that do go
2 into this size of property, and there are some,
3 they're not -- it's not a Starbucks. It's not that
4 big. It's not that kind of intensity of use.

5 But we do think it's important for everyone
6 to realize that this, because it is a small site, as
7 staff mentioned, it is a tight site, and with the new
8 realities in retail, the Petitioner really hired us to
9 get the Special Use because he wasn't getting traction
10 without a Special Use for a drive-through. So keep
11 that in mind, and it's a service district in that
12 street. MX-3 is intended for this kind of use.

13 I'm a 31-year resident of Villa Park, so
14 very, very familiar with the street and multiple
15 businesses on the street that contribute to in-and-out
16 traffic and we all seem to negotiate our way around
17 it. So we think that this is a really good use for
18 this property in this area. It's a very appropriate
19 use given the new MX-3 form-based zoning. And we're
20 really excited because this property starts to become
21 that transformation that I think Villa Park is looking
22 for in this district. And developments like this can
23 start to lead to that development.

24 So I think signage, we are not asking for

1 signage right now. As chairman pointed out, signage
2 will have to go through approval, process permit
3 process.

4 If we do, when we find a tenant, if they want
5 something larger that is allowed, they will have to
6 come back here anyway, and we would be happy to do
7 that. Right now we're not anticipating that. We
8 think that any tenant could live within the ordinance
9 there for this property.

10 So anything else that you would like us to
11 clarify? I'm happy to do so.

12 CHAIRMAN JARRETT: All right. Thank you. I
13 think that's probably all for now, but something could
14 come up during discussion.

15 MR. WHITEHURST: Okay.

16 CHAIRMAN JARRETT: It usually does.

17 So we'll move to discussion by Commission
18 members. Who has comments?

19 COMMISSIONER ORLOWSKI: I guess I'll start
20 with some comments. I like the design. I like the
21 concept. I like the fact that they're going to move
22 the building back without knowing what's going to be
23 there. We're not sure as far as signage or anything
24 like that.

1 Any business that's on St. Charles Road, it's
2 going to bring traffic to the area. But I would say
3 with them having the drive-through, because the first
4 concern that I did have is on the very first slide
5 that they showed us, is the A and the B, without the
6 drive-through, yes, that would be a lot of cut-through
7 through the neighborhood. With the drive-through, it
8 will force everybody out onto St. Charles Road, which
9 I was actually happy to see that.

10 It's moving the building back, so it actually
11 makes it easier to get out of Walgreens because that
12 one is a difficult one -- difficult place to get out
13 of because of how far forward the existing building
14 is.

15 I think it fits. I like it. I like the
16 buffer that he's putting between his property and the
17 homeowner north of them. I think that will alleviate
18 some of your water problems coming from them. I know
19 you have water problems coming from Walgreens, I've
20 seen it. But I like the design. I have no issues
21 with it.

22 CHAIRMAN JARRETT: Yes. I knew you weren't
23 necessarily making an issue about the signs, but even
24 not knowing what tenant -- our sign ordinance is

1 apparently recently updated and does eliminate a lot
2 of sign options that would typically be considered
3 visually unpleasing, like pole signs and box signs.
4 And, obviously, the content we can't regulate, but...

5 Other discussion?

6 COMMISSIONER ROMANO: I think my primary
7 concern is that that right turn out of the proposed
8 property and then the Walgreens exit as well, if they
9 need to turn left, I mean, is there any solution to go
10 to that Walgreens property and make that a right turn
11 only as well? Can that even be done at this point?

12 CHAIRMAN JARRETT: I was thinking about that
13 myself, and I don't know beyond -- and staff might be
14 able to help with this. But I don't think there would
15 be beyond the property owner potentially negotiating
16 with Walgreens to come to some sort of arrangement for
17 that.

18 And I would just, being a national corporate
19 chain, they're probably not going to be -- even though
20 it's a good idea, they may not be -- they may rely on
21 that left turn for delivery trucks. I mean, I don't
22 know what their operation is.

23 COMMISSIONER ROMANO: Right, right.

24 CHAIRMAN JARRETT: But, yes, because that is

1 one of my concerns. I struggle a little bit with the
2 peak on a coffee shop, and the peak on St. Charles
3 with rush hour traffic, and the peak of commuter
4 traffic if we get back to even half-full trains.
5 We're nowhere near there yet but.

6 Other commissioners have thoughts?

7 COMMISSIONER HOFSTRA: Well, I like the plan.
8 I like what they're showing and I like the landscaping
9 and all that. But my concern was all around parking.
10 Seven spots, I don't know if -- even a coffee shop is
11 going to have two or three people in there dealing
12 with making the coffee, and serving it out the
13 drive-through, and everything else for counter
14 traffic. So now you've eaten three of the seven spots
15 up.

16 CHAIRMAN JARRETT: Well, they do have an
17 additional three on the street, which is for ten
18 total, and that's part of -- our ordinance does allow
19 that. There are three on the street itself, on
20 Cornell. So it's a total of ten, one of which is a
21 handicapped space.

22 COMMISSIONER HOFSTRA: I can't stand in the
23 way of parking because the ordinance allows it. I'm
24 not sure that is adequate.

1 CHAIRMAN JARRETT: No, that's a tough thing
2 to say because a lot of restaurants are starting to
3 limit parking, too, because drive-through is
4 prevalent.

5 But is that trend here to stay? It's hard to
6 say. People tend to forget things once they change
7 back.

8 COVID has changed a lot of things.

9 Discussion from down this end?

10 COMMISSIONER CALVERT: I think it's a nice
11 plan. It's certainly in line with the master plan for
12 St. Charles Road. It's a vast improvement over what's
13 there. It's very attractive. I think it's going to
14 be a very positive addition to that street. It's a
15 nice new building. It is really an improvement over
16 what's there. I have no concerns about this at all.
17 I think it's -- I think we're very lucky to have
18 something this attractive go in there and replace the
19 old dilapidated building.

20 CHAIRMAN JARRETT: Yes, I would agree with
21 you. And even though, generally speaking, I have not
22 been a proponent of additional drive-throughs on
23 St. Charles -- I shouldn't say additional. I think
24 one of the issues with St. Charles, beyond the fact

1 that the IDOT widening pretty much took any
2 walkability out of it 45 years ago, 40 years ago,
3 because we do have a lot of wide driveway aprons up
4 and down St. Charles, and it's why I did not vote in
5 favor of the car wash Special Use that was approved
6 some years ago.

7 But within our guidelines for the street, I
8 mean, the building in terms of location, even with the
9 curb cut on St. Charles, is kind of what that -- the
10 Comprehensive Plan envisions. It sets the building as
11 close to St. Charles as reasonably safe to do, creates
12 a nice street wall, it holds the corner, the entrance
13 is at the corner, kind of activating that corner, and
14 the patio along Cornell is sort of the same thing.

15 Do we ever get to that road diet that Ellen
16 mentioned? I don't know. I'd like to think that in
17 2030 the money -- the studies and the money will be
18 there, but maybe we'll never get there.

19 But even going being a drive-through use, the
20 scale and the design of this particular site does fit
21 those parameters, to my mind.

22 COMMISSIONER CALVERT: My only other comment
23 would be I certainly would be in favor of removing the
24 request that it not be a coffee shop because, really,

1 any fast food restaurant is going to have a breakfast
2 menu, and with the breakfast menu is going to come
3 coffee. So it's really -- you really kind of muddied
4 the water in terms of a breakfast menu. And then
5 you're almost dictating what a restaurant can or
6 cannot serve.

7 So I don't really see the point really of
8 kind of restricting this property into a fast food
9 restaurant only.

10 CHAIRMAN JARRETT: Yeah, and that's something
11 we certainly should discuss.

12 But does anyone have any other general
13 comments beyond the --

14 COMMISSIONER SHLENSKY: I'm appreciative of
15 the Petitioner, as already an existing business owner,
16 to invest in our own community or wish to invest in
17 our own community. I think it really goes to show his
18 intent to provide a taxable revenue to the village,
19 which is not, I understand, a Planning & Zoning
20 concern, but a thought of mind nonetheless.

21 I concur with many of the comments that were
22 already addressed on the design, the landscaping plan
23 itself.

24 Given the limited square footage of this

1 property in general, I think that this plan is a very
2 adequate use of the smaller footprint of itself. The
3 landscaping, while a variance is requested for the
4 landscaping, I think has been very well thought out.
5 Staff was supportive of that. It looks like the
6 Petitioner's vendors that he has hired has had a very
7 good relationship with staff. It goes to show the
8 camaraderie that we always appreciate when petitioners
9 and staff are able to work in a very amicable manner.
10 I'm appreciative of that.

11 CHAIRMAN JARRETT: Other comments?

12 So just a couple quick comments I would make
13 generally. One is that whatever happens, if this
14 ultimately gets approved, I hope the Petitioner will
15 hear some of the concerns that were made and some of
16 the specific things that might be able to improve your
17 site plan a little bit more.

18 One thing I would point out, also, is that
19 there was a question regarding screening of rooftop
20 equipment and potential noise from that. Our
21 ordinance actually does require the screening of
22 rooftop equipment, and as Mr. Whitehurst probably
23 knows, it also has to be in keeping with the materials
24 of the building. So it's not possible to just throw

1 air-conditioners or coolers on the roof and have them
2 open. They have to be screened and that screening
3 needs to meet the general aesthetic of the building,
4 and that would be approved as a part of the final
5 package.

6 I think that's all of my comments.

7 So then I guess the question that remains is
8 regarding the standards and whether or not we want to
9 condition the standards -- excuse me -- the conditions
10 and whether or not we want to include the condition
11 that would limit this to only a general restaurant use
12 and not include a coffee shop-type use.

13 Could we get just a quick consensus on that.

14 COMMISSIONER ROMANO: I think that should be
15 struck.

16 COMMISSIONER HOFSTRA: I drop number 8.

17 COMMISSIONER LUEDTKE: Same.

18 CHAIRMAN JARRETT: From down this end?

19 COMMISSIONER CALVERT: Say that again,
20 please.

21 CHAIRMAN JARRETT: You would be -- you said
22 you were in favor of striking --

23 COMMISSIONER CALVERT: Number 8?

24 CHAIRMAN JARRETT: Yes.

1 COMMISSIONER CALVERT: Yes, correct.

2 CHAIRMAN JARRETT: Okay. I don't think we
3 really need anybody else to go on the record, but that
4 seems to be the majority up here.

5 I guess if there are no other discussions,
6 then I would need someone to make a motion, including
7 reading the conditions into the record.

8 With that, I'd like to close the public
9 hearing and entertain a motion from whoever wants to
10 make it.

11 COMMISSIONER SHLENSKY: I can make that.

12 Motion to approve PZ-22-0002 for the
13 following requests:

14 One, Special Use for drive-through in the
15 MX-3 District per Section 4.7.11, drive-through
16 structures with variations related to location of the
17 drive-up window with canopy structure;

18 Two, variation to allow reduced perimeter
19 parking lot landscaped as required in Section 9.1.5.D,
20 parking lot perimeter with the following conditions:

21 One, the development shall be in substantial
22 compliance with the plans prepared by Bailey Edward,
23 dated February 9, 2022, including a site plan, a
24 lighting plan, landscape plan, and exterior building

1 elevation plans;

2 Two, compliance with all applicable Village
3 codes and regulations;

4 Three, obtaining all necessary permits or
5 certifications for development, including the building
6 permit, right-of-way permit, sign permits, and a storm
7 water certification;

8 Four, the final site plan will meet all
9 requirements of the current Illinois Accessibility
10 Code;

11 Five, electric lines will be buried;

12 Six, a revised sign plan will be submitted in
13 conformance with the Zoning Code;

14 And, seven, a full engineering plan will be
15 submitted for approval for the property located at
16 24 East St. Charles Road, PIN 0603312032, with the
17 finding of fact that such Special Use meets the
18 standards for Special Use enumeration in Section 11.4
19 and that such variation meets the standards enumerated
20 in Section 11.5 of Appendix C of the Municipal Code of
21 the Village of Villa Park Basic Zoning Ordinance.

22 COMMISSIONER ORLOWSKI: I'll second that.

23 CHAIRMAN JARRETT: So we have a motion from
24 Commissioner Shlensky, a second from Commissioner

1 Orłowski.

2 Just real quick, I do have a quick comment,
3 and I should have made this comment a bit ago.

4 Commissioner Calvert arrived at approximately 7:47, so
5 he was here for the entirety of this public hearing
6 and is eligible to vote.

7 Any questions or comments on the motion as
8 read?

9 All right. Roll call vote.
10 Calvert?

11 COMMISSIONER CALVERT: Yes.

12 CHAIRMAN JARRETT: Hofstra?

13 COMMISSIONER HOFSTRA: Yes.

14 CHAIRMAN JARRETT: Jackson?

15 COMMISSIONER JACKSON: Yes.

16 CHAIRMAN JARRETT: Case?

17 COMMISSIONER CASE: Yes.

18 CHAIRMAN JARRETT: Luedtke?

19 COMMISSIONER LUEDTKE: Yes.

20 CHAIRMAN JARRETT: Orłowski?

21 COMMISSIONER ORŁOWSKI: Yes.

22 CHAIRMAN JARRETT: Romano?

23 COMMISSIONER ROMANO: Yes.

24 CHAIRMAN JARRETT: Shlensky?

1 COMMISSIONER SHLENSKY: Yes.

2 CHAIRMAN JARRETT: I, too, vote yes.

3 And with that, our recommendation will pass
4 to the Village Board. They can accept, reject, or
5 modify as they see fit, and I wish you guys luck
6 moving forward. Thank you.

7 (End of said public hearing.)

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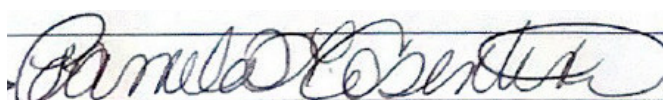
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1 STATE OF ILLINOIS)
) SS:
 2 COUNTY OF C O O K)
 3

4 I, PAMELA L. COSENTINO, being first duly
 5 sworn on oath says that she is a court reporter doing
 6 business in the City of Chicago; that she reported in
 7 shorthand the proceedings given at the taking of said
 8 public hearing and that the foregoing is a true and
 9 correct transcript of her shorthand notes so taken as
 10 aforesaid and contains all the proceedings given at
 11 said public hearing.

12 IN TESTIMONY WHEREOF: I have hereunto set my
 13 verified digital signature this 25th day of March,
 14 2022.

15
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PAMELA L. COSENTINO, CSR

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Village Board of Trustees Agenda Item Report

Meeting Date: April 25, 2022

Submitted by: Ellen Weber

Submitting Department: Community Development

Item Type: Ordinances

Agenda Section: Second Reading on Ordinances to be Codified

Subject:

An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Planned Unit Development Ordinance #3727, which Amended Ordinance #2501, for Variation from Section 6.10.3 Uses to Permit an Additional Accessory Structure for Outdoor Storage of Materials at 880 N. Addison Road.

Suggested Action:

Bone Roofing at 880 N. Addison Road has requested an amendment to Planned Unit Development O #3727 in order to construct a second materials storage structure immediately south of the existing structure. The amendment of the PUD allows for an additional outside accessory structure to shelter building materials. The Village Zoning Code requires landscaping to be installed along the south border of the new structure which is adjacent to the railroad north of North Avenue. Condition of approval includes installing landscaping along the entrance at Addison Road which will provide greater aesthetic improvement for the community and landscaping will be planted there. Planning and Zoning Commission has recommended approval of the request.

Recommendation:

Approve the Ordinance presented which amends PUD Ordinance 3727 incorporating an additional Accessory Structure into an existing property, for the property located at 880 N Addison Road, PIN's: 03-33-307-013 and 03-33-308-015, with the following conditions:

1. That the site be developed in accordance with the Site Plan prepared by Chapple Design Group, dated November 29, 2021.
2. That additional landscaping be installed to screen the eastern edge of the parking lot on Addison Road (at least 50% of plantings must be evergreens) and that landscaping be placed at the base of the Freestanding sign, per Sec. 9.1 of Appendix C of the Municipal Code Village of Villa Park Basic Zoning Ordinance.
3. Compliance with all applicable Village Codes and regulations.
4. Obtaining all necessary permits/certifications for development, including a building

permit, right-of-way permit, sign permits, and a stormwater certification.

And, with a finding of fact that such amendment meets the criteria for a PUD amendment enumerated in Section 11.3.10 , the Standards for Special Use enumerated in Section 11.4.8, and the Standards for a Variation enumerated in Article 11.5 of Appendix C of the Municipal Code Village of Villa Park Basic Zoning Ordinance.

Attachments:

[VB_memo_042522_PZ-22-0003_880_N_Addison_Bone_PUD_Amendment.docx](#)

[Revised_draft_Ordinance_for_Bone_roofing__pz_22-0003_042522.docx](#)

[Exhibit 2 - Amended Site Plan PUD 880 N Addison Road.pdf](#)

[Minutes PZ-22-0003 3-10-2022.pdf](#)

Village of Villa Park

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



TO: Interim Manager Guerra
FROM: Community Development Department
DATE: April 25, 2022
RE: Petition PZ-22-0003 / 880 N. Addison Road / Amendment to Planned Unit Development Ordinance #3727, which amended Ordinance #2501, for Variation from Section 6.10.3 Uses to permit an additional accessory structure for outdoor storage of materials / Peter Fazio (applicant) of Chapple Design Build on behalf of Bone Properties LLC (owner)

Zoning Requests: Amendment to PUD for a variation from Section 6.10.3 Uses – Nonresidential Accessory Structures of the Zoning Ordinance of the Village of Villa Park to permit:

- 1) more than one non-residential Accessory Structure building per lot, and
- 2) at a size greater than one (1) percent of the area of the lot.

PINs: 03-33-307-013 and 03-33-308-015 / Property Size: 10.37 Acres / Building Size: ±85,000 s.f.
Present Zoning / Land Use: M-1 Industrial / Retail/Wholesale supply, building materials

Surrounding:	<u>Zoning</u>	<u>Land Use</u>
North:	Addison & Unincorporated / Farm	Hausermans Orchids Inc.
West:	Addison / Industrial	Vacant
East:	PUD - Commercial	Commercial / North Park Plaza & Advance Auto
South:	C-2 / RS-10	Commercial / Aldi and Vacant

Location Map - Bone Roofing, 880 N. Addison Road



Comprehensive Plan Designation: The Village 2009 Comprehensive Plan designates the subject property as Corridor Mixed-Use. This land use category is intended for a mixture of multi-family residential, corridor commercial and institutional uses along major transportation, auto-oriented corridors. This classification encompasses the Village's main transportation corridors. The site is not identified as a redevelopment opportunity in the Plan.

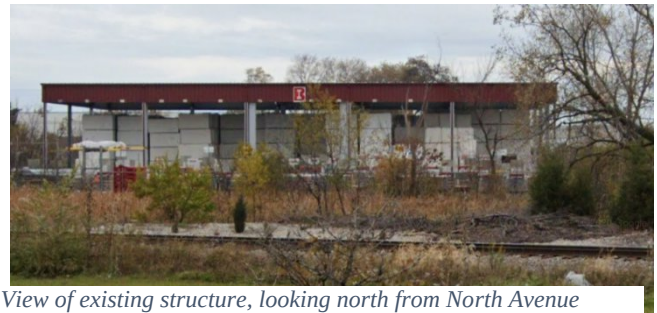
Background: In 1991 the parcel, formerly known as 2N080 Addison Road was annexed via Ordinance 2500 (Recorded as R91-119279) and zoned "Planned Unit Development – Industrial" via Ordinance 2501 (Recorded as R91-119278). A pre-annexation agreement, recorded via R91-19275, and expired in 2021.

In December 2012 the Village amended the Planned Unit Development (Ordinance # 2501) via Ordinance #3727 to include retail sales (rather than rezone to commercial), an above ground fuel storage, and outdoor storage to a height of twelve (12) feet (a variance from the 6' height allowed in the M-1 district for outdoor storage. As currently regulated in the Zoning Ordinance per Section 3.3.2. - *Outdoor storage and display*), outside storage was permitted in 2012 within the M 1 District at six (6) feet in height and screened from adjoining view in an attractive manner (*per Article 15.5.E.4 [M-1 Light Industrial District Standards]*).



Looking west - construction of the existing accessory structure

Summary: In 2019 a building permit was issued for a 90' x 130' open air receiving shelter at a height of 27' tall with a clear bay height of 22'. The pre-engineered metal non-combustible structure is open on all four sides, expedites the unloading of flat-bed trailers and provides protected storage of large quantities of roofing insulation materials.

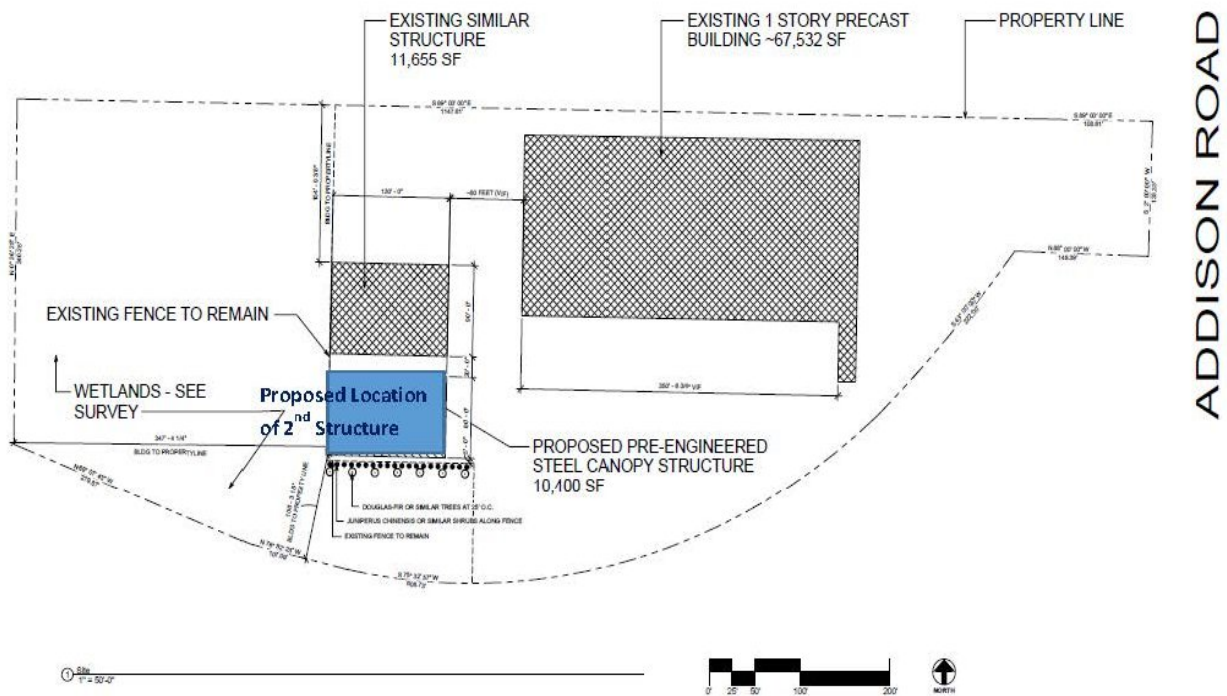


View of existing structure, looking north from North Avenue

Bone Roofing would like to build a similar structure to the south, at a size of 80' x 130' and requests an amendment to the Planned Unit Development as the new structure would be the third accessory structure (in addition to the existing structure and the fuel station), and the two accessory buildings total 22,100 s.f. which is 4.89% of the total lot size.

Internal Staff Review: Community Development, Engineering, and Fire have reviewed the request and recommend approval of the structure with a condition for additional landscaping. The proposed structure meets building and fire code. The location meets zoning code regulations for setback and height. Lot coverage for both building and paved surfaces is 64%; the structure would be placed on an already impervious surface, not increasing lot coverage. Please note, when the principle structure was built, impervious area was measured as "building only" as a percentage of the lot, so lot is in compliance.

Location of the Proposed Accessory Structure (*in blue*)



Per Section 9.1.2 *Applicability* section of the Zoning Code of Villa Park, when redevelopment proposed on a nonresidential property expands the existing gross floor area of the lot's structure by less than twenty-five (25) percent, *only* the portion of the site where the expansion is located is subject to the landscaping and screening regulations of this section. Therefore the staff recommendation before the Planning and Zoning Commission was to add landscaping south of the proposed accessory structure.

Because planting landscaping along the south end of the proposed accessory structure would not have as much aesthetic impact as screening the parking lot on Addison Road, *Staff revised the landscape recommendation at the public hearing.* The Planning & Zoning Committee agreed and modified the motion for approval to include a condition to place the continuous landscape screening along Addison Road to screen the parking lot, and to landscape at the base of the Freestanding sign.



880 N. Addison Road

Amendment to a Planned Unit Development – Review and Approval Criteria: The community development director is authorized to approve minor amendments to an approved PUD development plan, but major amendments must be processed as a new PUD development plan, including all requirements for fees, notices and hearings. An increase in building height by more than ten (10)

percent, or five (5) feet, is considered a major amendment. The height of the outdoor storage pwas originally approved at twelve (12) feet. With the proposed third accessory structure at 27' tall, the request was processed as a major amendment to the PUD.

In considering their recommendation to the Village Board, per *Section 11.3.10. Conditions for Approval of an amendment to a Planned Unit Development*, the Planning and Zoning commission considered:

1. How the PUD design meets the requirements and design standards of this Code.
2. The extent of variations from the zoning code and how the modifications in design standards from the subdivision control regulations fulfill the intent of those regulations.
3. The public benefit produced by the planned unit development, such as, but not limited to, the adequacy of common open space and/or public recreational facilities provided; sufficient control over vehicular traffic; provision of public services; provision and protection of the reasonable enjoyment of the land.
4. The relationship and compatibility of the PUD to adjacent properties and nearby land uses.
5. The extent to which the PUD fulfills the objectives of the future planning objectives or other planning policies of the village.
6. Finding that the PUD satisfactorily meets the standards for special use as defined in Section 11.4.8 of this section.

The Commission agreed with the applicant's response that *this is an accessory structure for an existing building and business, operating under an existing Planned Unit Development which will improve aesthetics of the operation by placing materials at the southern property line under roof, and adding landscape screening. The additional structure will assist in keeping the site clean, decreasing potential for debris, and minimizing noise.*

The amendment is related to the number of accessory buildings and total size of the accessory buildings. This is a large site. There will be no impact to site utilities or external traffic. No change is being made to ingress/egress for the site. The new structure will lessen impact on surrounding properties. Aesthetics will improve and noise should be lessened by operating under the structure. This is a long term vital business which contributes to the Village in terms of image and revenues.

Recommended Action: Village staff reviewed the request and is supportive of the request as it conforms to the goals in the Comprehensive Plan, and meets the Standards for Special Use for PUD and for Variation, and recommends approval.

DuPage County & Kane-DuPage Soil & Water Conservation District Comments: A land use opinion is not required at this time for the proposed zoning action.

Planning and Zoning Recommendation: At the March 10, 2022 public hearing, after discussing the proposed amendment and the revised recommendation regarding landscaping, the Planning & Zoning Commission recommended approval of the request to amend the PUD subject to the conditions of approval as recommended by staff.

The Planning & Zoning Commission voted 9-0 recommending to approve Application PZ-22-0003 for

an Amendment to a previously approved Planned Unit Development under Ordinance 3727 incorporating an additional Accessory Structure into an existing property, for the property located at 880 N Addison Road, PIN's: 03-33-307-013 and 03-33-308-015, with the following conditions:

1. That the site be developed in accordance with the Site Plan prepared by Chapple Design Group, dated November 29, 2021.
2. That additional landscaping be installed to screen the eastern edge of the parking lot on Addison Road (at least 50% of plantings must be evergreens) and that landscaping be placed at the base of the Freestanding sign, per Sec. 9.1 of Appendix C of the Municipal Code Village of Villa Park Basic Zoning Ordinance.
3. Compliance with all applicable Village Codes and regulations.
4. Obtaining all necessary permits/certifications for development, including a building permit, right-of-way permit, sign permits, and a stormwater certification.

And, with a finding of fact that such amendment meets the criteria for a PUD amendment enumerated in Section 11.3.10 , the Standards for Special Use enumerated in Section 11.4.8, and the Standards for a Variation enumerated in Article 11.5 of Appendix C of the Municipal Code Village of Villa Park Basic Zoning Ordinance.

Minutes from the Minutes from Planning & Zoning Commission meeting are attached.

Requested Action:

If the Village Board finds in support of the rezoning request, the attached ordinance can be approved.

	AYES	NAYS
Planning and Zoning Recommendation Required: Majority of quorum	9	0
Village Board Final Decision Required: Two-thirds of all member of the Village Board		

Ordinance No _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS AMENDING
PLANNED UNIT DEVELOPMENT ORDINANCE # 3727 TO PERMIT AN
ADDITIONAL ACCESSORY STRUCTURE AT 880 N. ADDISON ROAD**

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

WHEREAS, pursuant Section 11-13-1.1 of the Illinois Municipal Code (65 ILCS 5/11-13-1.1), the President and Board of Trustees of the Village (collectively, the “Corporate Authorities”) may provide for and allow the classification of planned unit developments in its zoning ordinances; and,

WHEREAS, Article 11 of the Villa Park Zoning Ordinance (the Zoning Ordinance”) provides in Section 11.3.9 for the consideration of an amendment to a Final PUD development plan; and,

WHEREAS, a Final Planned Unit Development Plan was approved for the development of the property commonly known as 880 N. Addison Road in 151 West North Avenue in 1991 as Ordinance #2501, and amended in 2012 as Ordinance #3727; and

WHEREAS, Application PZ-22-0003, filed by Peter Fazio of Chapple Design Build (“Applicant”) on behalf of Bone Properties LLC (“Owner”) requested approval of an additional amendment to the Final Planned Unit Development Plan pursuant to Section 11.3.1. of the Villa Park Zoning Ordinance (the “Zoning Ordinance”) with respect to the Subject Property described in Section 2 of this Ordinance: and,

WHEREAS, notice of a public hearing on said application was published on February 23, 2022 in a newspaper having general circulation within the Village, and pursuant to said

notice, the Planning and Zoning Commission of the Village conducted a public hearing on March 10, 2022 in accordance with the State statutes and the ordinances of the Village; and,

WHEREAS, the Zoning & Planning Commission of the Village has recommended that the Final Planned Unit Development be granted subject to certain conditions; and,

WHEREAS, the Corporate Authorities of the Village of Villa Park received and considered the recommendation of the Planning & Zoning Commission.

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

Section 1: That the foregoing recitals shall be and are hereby incorporated as findings as if said recitals were fully set forth within this Section 1.

Section 2: That this Ordinance shall apply to the Subject Property legally described on Exhibit A.

Section 3: That the Final Planned Unit Development Plan for the Subject Property approved is hereby amended to include an additional accessory structure for outside storage of materials with the following conditions:

1. That the site be developed in accordance with the Site Plan prepared by Chapple Design Group, dated November 29, 2021 which shows the location of the new accessory structure and is attached as Exhibit B.
2. That additional landscaping be installed to screen the eastern edge of the parking lot on Addison Road (at least 50% of plantings must be evergreens) and that landscaping be placed at the base of the freestanding sign, per Sec. 9.1 of Appendix C of the Municipal Code Village of Villa Park Basic Zoning Ordinance.
3. Compliance with all applicable Village Codes and regulations.
4. Obtaining all necessary permits/certifications for development, including a building permit, right-of-way permit, sign permits, and a stormwater certification.

all as attached hereto and made a part hereof as exhibits.

Section 4: That all other provisions of Ordinance 3727 shall remain in full force and effect except as amended by this Ordinance.

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

Passed this _____ day of _____, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2022.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2022.

EXHIBIT A

PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN CHEKER SUBDIVISION, PER DOCUMENT R79-104683; THENCE NORTH 01 DEGREES 26 MINUTES 19 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1 PROJECTED NORTHERLY, SAID LINE BEING THE WEST LINE OF ADDISON ROAD, 175.0 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 26 MINUTES 19 SECONDS EAST, 133.33 FEET TO A POINT THAT IS 1944.35 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 33 MINUTES 20 SECONDS WEST, ALONG A LINE 1944.35 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4, 107.53 FEET TO THE WESTERLY LINE OF THE ILLINOIS CENTRAL RAILROAD, A PART OF SAID RIGHT OF WAY BEING FORMERLY KNOWN AS THE RIGHT OF WAY OF ADDISON RAILROAD COMPANY AND PART BEING FORMERLY KNOWN AS THE RIGHT OF WAY OF CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY, BEING A CURVE TO THE RIGHT, HAVING A RADIUS OF 669.13 FEET, 145.54 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 41 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4, 162.82 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN CHEKER SUBDIVISION, AS RECORDED NOVEMBER 20, 1999 AS DOCUMENT NO. R99-104683; THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREE 12 MINUTES 14 SECONDS WEST ALONG THE EAST LINE OF ADDISON ROAD, 175.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 47 MINUTES 46 SECONDS WEST ALONG THE GRANTOR'S SOUTH PROPERTY LINE, 15.11 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 07 SECONDS WEST, 62.75 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 53 SECONDS EAST, 14.51 FEET TO THE WEST LINE OF ADDISON ROAD; THENCE SOUTH 01 DEGREE 12 MINUTES 14 SECONDS EAST ALONG THE WEST LINE OF ADDISON ROAD, 62.61 FEET TO THE POINT OF BEGINNING), IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF A LINE WHICH IS LOCATED 1944.35 FEET SOUTH AND PARALLEL TO THE NORTH LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 33 AND NORTH AND WEST OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY, A PART OF SAID RIGHT OF WAY BEING FORMERLY KNOWN AS THE RIGHT OF WAY OF ADDISON RAILROAD COMPANY AND A PART BEING FORMALLY KNOWN AS THE RIGHT OF WAY OF THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY, IN DUPAGE COUNTY, ILLINOIS.

The property is commonly referred to as Bone Roofing, located at 880 N. Addison Road, Villa Park, Illinois.

PROPERTY INDEX NUMBER (PIN): 03-33-307-013
 03-33-308-015

**BONE PROPERTIES, L.L.C./ Developer
BONE ROOFING SUPPLY**

1. NAME OF THE VESSEL AND TYPE OF VESSEL AND PORT OF ORIGIN: A steamer, of American make, owned by the American Steam Navigation Company, New York, New York, and operated by the American Steam Navigation Company, New York, New York.

2. NAME OF THE CAPTAIN: Captain [redacted]

3. NAME OF THE MASTER: [redacted]

4. NAME OF THE FIRST OFFICER: [redacted]

5. NAME OF THE SECOND OFFICER: [redacted]

6. NAME OF THE THIRD OFFICER: [redacted]

7. NAME OF THE FOURTH OFFICER: [redacted]

8. NAME OF THE FIFTH OFFICER: [redacted]

9. NAME OF THE SIXTH OFFICER: [redacted]

10. NAME OF THE SEVENTH OFFICER: [redacted]

11. NAME OF THE EIGHTH OFFICER: [redacted]

12. NAME OF THE NINTH OFFICER: [redacted]

13. NAME OF THE TENTH OFFICER: [redacted]

14. NAME OF THE ELEVENTH OFFICER: [redacted]

15. NAME OF THE TWELFTH OFFICER: [redacted]

16. NAME OF THE THIRTEENTH OFFICER: [redacted]

17. NAME OF THE FOURTEENTH OFFICER: [redacted]

18. NAME OF THE FIFTEENTH OFFICER: [redacted]

19. NAME OF THE SIXTEENTH OFFICER: [redacted]

20. NAME OF THE SEVENTEENTH OFFICER: [redacted]

21. NAME OF THE EIGHTEENTH OFFICER: [redacted]

22. NAME OF THE NINETEENTH OFFICER: [redacted]

23. NAME OF THE TWENTIETH OFFICER: [redacted]

24. NAME OF THE TWENTY-FIRST OFFICER: [redacted]

25. NAME OF THE TWENTY-SECOND OFFICER: [redacted]

26. NAME OF THE TWENTY-THIRD OFFICER: [redacted]

27. NAME OF THE TWENTY-FOURTH OFFICER: [redacted]

28. NAME OF THE TWENTY-FIFTH OFFICER: [redacted]

29. NAME OF THE TWENTY-SIXTH OFFICER: [redacted]

30. NAME OF THE TWENTY-SEVENTH OFFICER: [redacted]

31. NAME OF THE TWENTY-EIGHTH OFFICER: [redacted]

32. NAME OF THE TWENTY-NINTH OFFICER: [redacted]

33. NAME OF THE THIRTIETH OFFICER: [redacted]

34. NAME OF THE THIRTY-FIRST OFFICER: [redacted]

35. NAME OF THE THIRTY-SECOND OFFICER: [redacted]

36. NAME OF THE THIRTY-THIRD OFFICER: [redacted]

37. NAME OF THE THIRTY-FOURTH OFFICER: [redacted]

38. NAME OF THE THIRTY-FIFTH OFFICER: [redacted]

39. NAME OF THE THIRTY-SIXTH OFFICER: [redacted]

40. NAME OF THE THIRTY-SEVENTH OFFICER: [redacted]

41. NAME OF THE THIRTY-EIGHTH OFFICER: [redacted]

42. NAME OF THE THIRTY-NINTH OFFICER: [redacted]

43. NAME OF THE FORTIETH OFFICER: [redacted]

44. NAME OF THE FORTY-FIRST OFFICER: [redacted]

45. NAME OF THE FORTY-SECOND OFFICER: [redacted]

46. NAME OF THE FORTY-THIRD OFFICER: [redacted]

47. NAME OF THE FORTY-FOURTH OFFICER: [redacted]

48. NAME OF THE FORTY-FIFTH OFFICER: [redacted]

49. NAME OF THE FORTY-SIXTH OFFICER: [redacted]

50. NAME OF THE FORTY-SEVENTH OFFICER: [redacted]

51. NAME OF THE FORTY-EIGHTH OFFICER: [redacted]

52. NAME OF THE FORTY-NINTH OFFICER: [redacted]

53. NAME OF THE FIFTIETH OFFICER: [redacted]

54. NAME OF THE FIFTY-FIRST OFFICER: [redacted]

55. NAME OF THE FIFTY-SECOND OFFICER: [redacted]

56. NAME OF THE FIFTY-THIRD OFFICER: [redacted]

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60. NAME OF THE FIFTY-SEVENTH OFFICER: [redacted]

61. NAME OF THE FIFTY-EIGHTH OFFICER: [redacted]

62. NAME OF THE FIFTY-NINTH OFFICER: [redacted]

63. NAME OF THE SIXTIETH OFFICER: [redacted]

64. NAME OF THE SIXTY-FIRST OFFICER: [redacted]

65. NAME OF THE SIXTY-SECOND OFFICER: [redacted]

66. NAME OF THE SIXTY-THIRD OFFICER: [redacted]

67. NAME OF THE SIXTY-FOURTH OFFICER: [redacted]

68. NAME OF THE SIXTY-FIFTH OFFICER: [redacted]

69. NAME OF THE SIXTY-SIXTH OFFICER: [redacted]

70. NAME OF THE SIXTY-SEVENTH OFFICER: [redacted]

71. NAME OF THE SIXTY-EIGHTH OFFICER: [redacted]

72. NAME OF THE SIXTY-NINTH OFFICER: [redacted]

73. NAME OF THE SEVENTIETH OFFICER: [redacted]

74. NAME OF THE SEVENTY-FIRST OFFICER: [redacted]

75. NAME OF THE SEVENTY-SECOND OFFICER: [redacted]

76. NAME OF THE SEVENTY-THIRD OFFICER: [redacted]

77. NAME OF THE SEVENTY-FOURTH OFFICER: [redacted]

78. NAME OF THE SEVENTY-FIFTH OFFICER: [redacted]

79. NAME OF THE SEVENTY-SIXTH OFFICER: [redacted]

80. NAME OF THE SEVENTY-SEVENTH OFFICER: [redacted]

81. NAME OF THE SEVENTY-EIGHTH OFFICER: [redacted]

82. NAME OF THE SEVENTY-NINTH OFFICER: [redacted]

83. NAME OF THE EIGHTIETH OFFICER: [redacted]

84. NAME OF THE EIGHTY-FIRST OFFICER: [redacted]

85. NAME OF THE EIGHTY-SECOND OFFICER: [redacted]

86. NAME OF THE EIGHTY-THIRD OFFICER: [redacted]

87. NAME OF THE EIGHTY-FOURTH OFFICER: [redacted]

88. NAME OF THE EIGHTY-FIFTH OFFICER: [redacted]

89. NAME OF THE EIGHTY-SIXTH OFFICER: [redacted]

90. NAME OF THE EIGHTY-SEVENTH OFFICER: [redacted]

91. NAME OF THE EIGHTY-EIGHTH OFFICER: [redacted]

92. NAME OF THE EIGHTY-NINTH OFFICER: [redacted]

93. NAME OF THE NINETYETH OFFICER: [redacted]

94. NAME OF THE NINETY-FIRST OFFICER: [redacted]

95. NAME OF THE NINETY-SECOND OFFICER: [redacted]

96. NAME OF THE NINETY-THIRD OFFICER: [redacted]

97. NAME OF THE NINETY-FOURTH OFFICER: [redacted]

98. NAME OF THE NINETY-FIFTH OFFICER: [redacted]

99. NAME OF THE NINETY-SIXTH OFFICER: [redacted]

100. NAME OF THE NINETY-SEVENTH OFFICER: [redacted]

101. NAME OF THE NINETY-EIGHTH OFFICER: [redacted]

102. NAME OF THE NINETY-NINTH OFFICER: [redacted]

103. NAME OF THE HUNDRETH OFFICER: [redacted]

104. NAME OF THE HUNDRED-FIRST OFFICER: [redacted]

105. NAME OF THE HUNDRED-SECOND OFFICER: [redacted]

106. NAME OF THE HUNDRED-THIRD OFFICER: [redacted]

107. NAME OF THE HUNDRED-FOURTH OFFICER: [redacted]

108. NAME OF THE HUNDRED-FIFTH OFFICER: [redacted]

109. NAME OF THE HUNDRED-SIXTH OFFICER: [redacted]

110. NAME OF THE HUNDRED-SEVENTH OFFICER: [redacted]

111. NAME OF THE HUNDRED-EIGHTH OFFICER: [redacted]

112. NAME OF THE HUNDRED-NINTH OFFICER: [redacted]

113. NAME OF THE HUNDRETH OFFICER: [redacted]

114. NAME OF THE HUNDRED-FIRST OFFICER: [redacted]

115. NAME OF THE HUNDRED-SECOND OFFICER: [redacted]

116

NOTE: APPLICANT'S PROPOSED REVISIONS ARE HIGHLIGHTED IN RED

1. Widened Driveway Ingress To East Building Elevation- w/new overhead door entrance/exit into existing building
2. Lane Use Markings on driveway entrance/exit at Addison Road Intersection
3. Enhanced Landscaping at Addison Road setback and building entrance-east side

8. Construct a canopy at new overhead door
9. Outdoor Inventory Storage- (Special Use)
NOT TO EXCEED 12ft in Height
SPECIAL NOTE: All work to retro-fit the existing building & improvements shall be subject to the Village of Villa Park's review, approval, permits, and inspections

[illegible]

VILLAGE OF VILLA PARK
PLANNING & ZONING COMMISSION

In Re the Matter of:)
) PZ-22-0003
880 N. Addison/Amendments to)
ORD #3727 Granting an Amendment)
to the PUD for 880 N. Addison Road)
)
)
_____)

PUBLIC HEARING
March 10, 2022
7:30 p.m.

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

1 A P P E A R A N C E S:

2 BOARD MEMBERS PRESENT:

3 MR. JASON JARRETT, Chairman

MR. EDWARD HOFSTRA

4 MR. MICHAEL ORLOWSKI

MR. ERIC LUEDTKE

5 MR. DOMINICK ROMANO

MR. LARRY CALVERT

6 MR. JUSTIN SHLENSKY

MR. DON KASE

7 MR. KENNETH JACKSON

8

ALSO PRESENT:

9

MS. ELLEN WEBER,

10 Interim Director of Community Development

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1 CHAIRMAN JARRETT: Our next item of business
2 will be Petition PZ-22-0003, 880 North Addison,
3 Amendment to Ordinance 3727, Granting an Amendment to
4 the PUD for 880 North Addison Road, which was amended
5 Ordinance 2501. That is for Bone Roofing.

6 We'll start with Ellen and the staff report.

7 MS. WEBER: Thank you. There is a PUD in
8 place on this property, and they want to put in a
9 third accessory structure, so I asked them to amend
10 the PUD. And let's start.

11 So the first PUD was put in place in 1991,
12 and in 2012 Bone Roofing bought the property and moved
13 in, and they had an extensive PUD that allowed for gas
14 and fuel pumps and outside storage at a height of
15 12 feet, which was a variance from the code maximum of
16 six feet.

17 And then in 2019 they built this structure,
18 which you can see from North Avenue. It is 27 feet
19 high, 22-foot clearance high, and it's a great
20 improvement to the site because it keeps everything
21 under roof and it keeps things cleaner and neater. I
22 drove through this site the other day. It's actually
23 neat as a pin. Everything is shrinkwrapped and
24 stacked and trucks are shined. I think it's one of

1 our iconic businesses, I really do.

2 They're asking for a second structure, and
3 the code limits one accessory structure per lot for a
4 nonresidential lot. And the size of the accessory
5 should be no greater than 1 percent of the area of the
6 lot. And these structures at 90 by 130 feet, maybe by
7 130 feet, if you put it over 1 percent of the lot.

8 Currently the property is zoned M-1 with the
9 PUD. Another element I should have referenced in 2012
10 was to allow for the retail sale in a manufacturing
11 district, and the Village did discuss that it should
12 have been rezoned to retail, but given that the
13 general nature of the operations retain the
14 manufacturing zoning.

15 So I've gone through the history already.

16 You can see in 1991 the property was annexed
17 and zoned, and the first occupant there is was Warning
18 Lites/Highway Technologies. And then Bone initiated
19 that amendment in 2012, and that PUD at that time
20 allowed for the retail sales, allowed for the
21 above-ground fuel storage, outdoor storage to the
22 height of 12 feet, and screened from adjoining view in
23 an attractive manner.

24 So 2019 they built the first shelter. Here's

1 what it looked like under construction. And as I
2 referenced, it expedites the unloading and everything
3 is stacked and shrinkwrapped.

4 This is the view from North Avenue, and so I
5 will say that it's not as screened as the code might
6 envision. The challenge is it's a pretty scrappy
7 site. You've got scrub to the south, you've got the
8 rail tracks, but it is clearly visible from North
9 Avenue. I've already gone through this. One
10 normally allowed per lot at 1 percent of the area.

11 So this is where they'd like to put the
12 second structure. It's an area of open outside
13 storage at the moment.

14 Again, because it would be the third
15 accessory structure, the second canopy over the
16 product, and they total 4.89 percent of the total lot
17 size. The property is still within culture lot
18 coverage.

19 So the three departments reviewed and it does
20 meet Building and Fire Code; it meets the Zoning
21 regulations for setback and height. And the
22 64 percent is measuring building and paved surface.
23 So I note that when the principle was first built, the
24 impervious area was calculated as "building only,"

1 and our code says 50 percent.

2 I've talked to the chairman. When the lot
3 coverage, the finishing was changed last year, we
4 probably needed to change the percentage in this
5 district, because we're now measuring lot coverage as
6 all imperviousness, which previously we measured
7 building only.

8 It's a 10-acre lot. There's not a concern
9 from engineering on any wetlands or drainage. I've
10 spoken to Vassili on that.

11 I also noted, as I went through this, that
12 there's an error in our zoning map. That yellow is
13 actually commercial. So I put that in the report so
14 it will last to be fixed once I'm gone.

15 So the landscaping and screening
16 requirements, again, we did not have landscaping
17 requirements in 2018, and I thought the Village might
18 wish to consider, with this amendment to the PUD, to
19 ask for some landscaping.

20 In the report, I wrote to screen along the
21 southern end of that new building, which is what the
22 code would have triggered and required. Then I
23 noticed as well there's no screening of the parking in
24 front.

1 Again, this is a site, it's neat as a pin,
2 very well maintained, a pride of ownership very
3 evident. But I would encourage you to consider
4 whether or not you'd like to see landscape just where
5 the cars are and then possibly around the base of the
6 sign.

7 I do believe they meet the findings of fact
8 standards as well as the Special Use standards.

9 And as you consider it, these are the
10 conditions for approval in the municipal code that you
11 should consider as you look at that request.

12 CHAIRMAN JARRETT: Thank you. All right
13 presentation by the petitioner, come up to whichever
14 podium is best for you. State your name, spell your
15 last name, please, and your address.

16 MR. PREISAITIS: 1024 West Main Street,
17 St. Charles. Martin Preisaitis, last name
18 P-r-e-i-s-a-i-t-i-s.

19 We're the general contractor. We represent
20 the client at 880 North, Bone Roofing.

21 So the reason they want to build this is
22 because they have a lot of material that's just
23 sitting out in the open, and they're a roofing
24 company, so they have a lot of insulation. And it is

1 very neat, they keep it neat. But they want to
2 enclose it under a roof. And they asked us to build
3 this canopy for them.

4 If you drive from North Avenue, as Ellen
5 mentioned, it is visible, but this building would just
6 be parallel to the existing building, so it would just
7 bring out the view closer, I guess.

8 But in our plan we did include that we would
9 add some evergreens and try to block off the view of
10 the canopy building.

11 That's really it.

12 The land is nonpermeable where we're going to
13 build it. It's asphalt parking lot all the storage
14 material is on it. We would erect foundation on
15 columns. So there wouldn't be any difference in
16 drainage run-offs.

17 I believe that's pretty much it.

18 CHAIRMAN JARRETT: Anyone on the public wish
19 to speak on this agenda item?

20 All right. Seeing no one, we will move to
21 questions from the Commission.

22 COMMISSIONER HOFSTRA: So you're looking to
23 build an identical structure to what exists in the
24 back there now today, open size; just really a roof

1 over the material?

2 MR. PREISAITIS: Correct.

3 CHAIRMAN JARRETT: Could you come up to the
4 podium placed?

5 MR. PREISAITIS: So it would be identical to
6 the height and the length. And the only difference is
7 in the width by ten feet.

8 COMMISSIONER HOFSTRA: So it's going to be
9 27-foot tall just like the other?

10 MR. PREISAITIS: Yes.

11 COMMISSIONER HOFSTRA: Same profile?

12 MR. PREISAITIS: It's got 4 feet skirts on
13 the outside, so we're going to have lighting. It will
14 cover the light so it wouldn't shine off the
15 buildings, you wouldn't see that directly.

16 CHAIRMAN JARRETT: I do have a question for
17 you, sort of. If we were to request additional
18 landscaping at the east end of the property along
19 Addison, is that something you're in a position to
20 speak on behalf of the applicant regarding?

21 MR. PREISAITIS: No. I would have to have
22 their permission.

23 CHAIRMAN JARRETT: Okay.

24 Other questions?

1 COMMISSIONER HOFSTRA: Just to staff. Ellen,
2 when you talked to the petitioner, did you bring up
3 landscaping in the front for the cars and that along
4 Addison Road?

5 MS. WEBER: I did not talk to Vassili on
6 that; I left a message on his phone; he did not return
7 the call. I've been dealing and working with Martin
8 and the owner of Chapel Design Build.

9 CHAIRMAN JARRETT: Other questions?
10 Do you have any closing comments or -- I
11 think you probably said everything you need to say,
12 right?

13 MR. PREISAITIS: I believe this will enhance
14 the community because if we close the material, it's
15 less likely to blow away, it just looks neater. I
16 think they're investing money to make it look nicer.
17 It's not that necessary, but they want it to look
18 nice.

19 CHAIRMAN JARRETT: They've been a good
20 business since they've come here, and I really do
21 appreciate that.

22 Okay. So with that we will close the public
23 hearing and move to discussion by commission members.

24 Anybody have a problem with the requested

1 additional accessory building, generally speaking?

2 COMMISSIONER HOFSTRA: No.

3 CHAIRMAN JARRETT: No, I didn't think so.

4 COMMISSIONER SHLENSKY: What we might want to
5 discuss is potentially adding on additional language
6 to condition two that's found on Page 7 of the
7 request.

8 CHAIRMAN JARRETT: Yes. So the question
9 would be whether the screening is adequate along the
10 south side of the proposed plan additionally, because
11 I think staff felt that it wasn't; is that correct?
12 Or have you worked with them to approve -- along the
13 south side of this -- I'll get there -- the accessory
14 building.

15 MS. WEBER: What was proposed was a series of
16 I think, eight trees and some shrubs. And the more I
17 thought about it, actually I think it would be lost,
18 and we would, at a minimum, be better served to put
19 that out on Addison along the parking lot.

20 So I think that might be the compromise. It
21 calls for 50 percent of plantings. The Evergreen I've
22 got the code up there as part of the motion.

23 But they were prepared to screen the south.
24 That was in the submitted site plan, and I thank them

1 for that.

2 CHAIRMAN JARRETT: And this is a planned
3 development, so we do have the ability to both ask for
4 more and to give them -- to find the compromise, so to
5 speak.

6 Yes, because I personally am not sure how
7 landscaping along that southern property line is going
8 to do. I mean, it's on the edge of what's essentially
9 a wetland I think with the train tracks. And as much
10 as I appreciate wanting to screen it from North
11 Avenue, I think I've driven by it probably thousands
12 of times, and I don't ever notice it from North
13 Avenue, but I always notice how attractive the site is
14 generally when coming down North Avenue for an
15 industrial site.

16 So perhaps there is a compromise condition
17 that we could draft that would speak to that without
18 requiring them to come back before us for further
19 approval, because it seems silly to put this off
20 another month over that.

21 COMMISSIONER ROMANO: Is there a way we could
22 to make it conditional just to make it meet current
23 standards? Can that be the kind of generic language
24 we use just to meet current screening standards?

1 CHAIRMAN JARRETT: That might be too
2 specific.

3 MS. WEBER: Yes, because the code also
4 requires parking islands within trees within the
5 parking lot, and I think that might be onerous at this
6 point.

7 So I would suggest, if I may, that you make a
8 motion to -- well, you can make this motion as you
9 wish, but you would modify the motion that the
10 landscaping proposed be moved to screen the parking
11 spaces along Addison.

12 And then I don't know if the Bone Company is
13 represented here this evening, I have not met them.
14 But I think that sign is just an awful lost
15 opportunity for them. They should be landscaping the
16 base of the sign. It just would spark a color and
17 foresee an interest and it would really pop their site
18 and make them more visible. So that's just my
19 personal professional opinion, so.

20 CHAIRMAN JARRETT: So we'd be making a
21 condition to --

22 COMMISSIONER SHLENSKY: We'd be subbing
23 out 2.

24 CHAIRMAN JARRETT: Subbing out --

1 COMMISSIONER SHLENSKY: We'd be subbing
2 out 2.

3 CHAIRMAN JARRETT: It would be moving the
4 south landscaping to the east.

5 COMMISSIONER SHLENSKY: We wouldn't even have
6 to mention south. I think the proposed language would
7 be that additional landscaping to be installed to
8 screen the eastern parking lot --

9 CHAIRMAN JARRETT: Yes.

10 COMMISSIONER SHLENSKY: -- along Addison and
11 additional landscaping around the business sign
12 itself.

13 COMMISSIONER ORLOWSKI: I would be good with
14 that.

15 CHAIRMAN JARRETT: Yeah.

16 COMMISSIONER ORLOWSKI: I've been over there.
17 I was here whenever we first approved them. They've
18 done nothing but improve that site, as you've said.
19 It's immaculate over there. It's a good business for
20 Villa Park.

21 COMMISSIONER HOFSTRA: I went over there
22 today as well. I was really surprised how neat it was
23 for the size of the facility.

24 CHAIRMAN JARRETT: Commissioner Kase?

1 COMMISSIONER KASE: It seems like landscaping
2 is coming up a lot in our discussion. That property
3 is perfect, if you ask me, compared to a lot of our
4 other businesses we've got around town. When we have
5 cars for landscaping, we shouldn't be worried about
6 Bone. This is beyond belief. You're worried about
7 putting flowers in there, I'll go plant them for the
8 guy.

9 CHAIRMAN JARRETT: I agree. I certainly
10 understand where you're coming from. Where we're at
11 as a Village is that until about 15 years ago there
12 was no landscape ordinance at all in the Village,
13 which is how we wound up with Jewel-Osco's parking
14 lot, but it's also how we -- but these little
15 incremental changes are also how we've improved some
16 places like North Park Mall, which was built with
17 essentially no landscaping.

18 COMMISSIONER KASE: I agree, but --

19 CHAIRMAN JARRETT: Or the -- I can't think of
20 the name of it -- Villa Oaks, I think it is, on
21 Roosevelt which was built with no landscaping.

22 It may be minor, but I think in the grand
23 scheme of the project, it will be worth it for
24 everyone.

1 COMMISSIONER KASE: I think they'd be happy
2 with the tradeoff of not having to do anything on the
3 south.

4 CHAIRMAN JARRETT: They would otherwise be
5 required to put screening along the railroad tracks.

6 So unless there is other specific discussion,
7 I would be -- I would entertain a motion for approval
8 of this project but whomever wants to make it.

9 COMMISSIONER SHLENSKY: I make a motion to
10 approve application PZ-22-0003 for the following:

11 One: Amendment to a previously approved
12 Planning Unit Development under Ordinance 3727,
13 incorporating an additional accessory structure into
14 an existing property for the property located at
15 880 North Addison Road, PIN 03-33-307013 and 03-33-
16 through 308015 with the following conditions:

17 One: That the site be developed in
18 accordance with the site plan prepared by Chapel
19 Design Group dated November 29, 2021;

20 Two: That additional landscaping be
21 installed to screen the eastern parking lot facade
22 along Addison and additional landscaping around the
23 business sign itself;

24 Three: Compliance with all applicable

1 Village codes and regulations;

2 Four: Obtaining all necessary permits,
3 certifications for development, including new building
4 permit, right-of-way permit, sign permits, and a storm
5 water certification with the finding of fact that such
6 amendment meets the criteria enumerated in
7 Section 11.3.10 of Appendix C of the Municipal Code of
8 the Village of Villa Park Zoning Ordinance; and with
9 the finding of fact that such Special Use meets the
10 standards for Special Use enumerated in Section 11.4
11 and that such variation meets the standards enumerated
12 in Section 11.5 of Appendix C, Municipal Code of
13 Village of Villa Park basic Zoning Ordinance.

14 COMMISSIONER ORLOWSKI: I'll second that.

15 CHAIRMAN JARRETT: We have a motion from
16 Commissioner Shlensky and a second from Commissioner
17 Orłowski.

18 Any questions or comments on the motion?

19 CHAIRMAN JARRETT: Roll call vote.

20 Calvert?

21 COMMISSIONER CALVERT: Yes.

22 CHAIRMAN JARRETT: Hofstra?

23 COMMISSIONER HOFSTRA: Yes.

24 CHAIRMAN JARRETT: Jackson?

1 COMMISSIONER JACKSON: Yes.

2 CHAIRMAN JARRETT: Kase?

3 COMMISSIONER KASE: Yes.

4 CHAIRMAN JARRETT: Luedtke?

5 COMMISSIONER LUEDTKE: Yes.

6 CHAIRMAN JARRETT: Orłowski?

7 COMMISSIONER ORLOWSKI: Yes.

8 CHAIRMAN JARRETT: Romano?

9 COMMISSIONER ROMANO: Yes.

10 CHAIRMAN JARRETT: Shlensky?

11 COMMISSIONER SHLENSKY: Yes.

12 CHAIRMAN JARRETT: I, too, vote yes.

13 So our recommendation will pass to the
14 Village Board. They can accept, reject, or modify as
15 they see fit. I appreciate your time this evening an
16 good luck with the project.

17 MR. PREISAITIS: Thank you. Appreciate it.

18 (End of said public hearing.)

19

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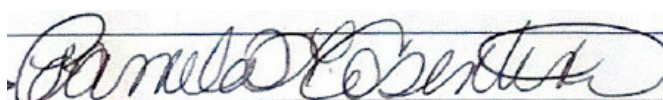
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24

1 STATE OF ILLINOIS)
) SS:
 2 COUNTY OF C O O K)
 3

4 I, PAMELA L. COSENTINO, being first duly
 5 sworn on oath says that she is a court reporter doing
 6 business in the City of Chicago; that she reported in
 7 shorthand the proceedings given at the taking of said
 8 public hearing and that the foregoing is a true and
 9 correct transcript of her shorthand notes so taken as
 10 aforesaid and contains all the proceedings given at
 11 said public hearing.

12 IN TESTIMONY WHEREOF: I have hereunto set my
 13 verified digital signature this 24th day of March,
 14 2022.

15
 16 
 17

PAMELA L. COSENTINO, CSR

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Village Board of Trustees Agenda Item Report

Meeting Date: April 25, 2022

Submitted by: Karla Blanco

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section: Resolutions

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with TranSystems Corporation, of Schaumburg, Illinois, for Phase I and Phase II Design Engineering of the Rebuild IL Resurfacing Project in an Amount Not to Exceed \$163,644.00

Suggested Action:

The Rebuild IL Resurfacing Project is proposed in the Village of Villa Park's 2022 Budget to begin utilizing the funding the Village received with the Rebuild IL Funding designated through the Motor Fuel Tax (MFT) distribution. The project's objective is to improve the condition of the selected roadways that are in need of resurfacing. The project will occur over a two-year period with the engineering design and construction of the first group of streets budgeted for CY 2022, and the staff would like to proceed with the design efforts. Staff recommends approval of an engineering services agreement with TranSystems Corporation, of Schaumburg, Illinois, for Phase I and Phase II design engineering of the Rebuild IL Resurfacing Project in an amount not to exceed \$163,644.00. Funding for this agreement will be from the Street Improvement Fund 60.502.10.292.

This item satisfies the Village's Short-Term Complex Goal #1 Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc.

Attachments:

[MEMO - Rebuild IL Engineering Agreement](#)

[RESO - Rebuild IL Engineering Agreement](#)

[MAP - Rebuild IL Engineering Agreement](#)

[FINAL Agreement between Villa Park and TranSystems - ReBuild IL Resurfacing Project - TranSystems 2022-04-25.pdf](#)

Memo



To: Michael Guerra, Director of Public Works/Administrative Officer

From: Karla Bastien, Civil Engineer

Karla Bastien

Date: April 21, 2022

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with TranSystems Corporation, of Schaumburg, Illinois, for Phase I and Phase II Design Engineering of the Rebuild IL Resurfacing Project in an Amount Not to Exceed \$163,644

The Rebuild IL Resurfacing Project is proposed in the Village of Villa Park's 2022 Budget. The project's objective is to improve the condition of the selected roadways, listed below. The project will occur over a two-year period with the engineering design and construction of the first group of streets budgeted for CY 2022, and the staff would like to proceed with the design efforts.

CY 2022 Streets

- Wisconsin Street (St. Charles to Division)
- Elm (Westmore to Addison)
- Division (Westmore to Addison)

CY 2023 Streets

- Central (Addison to Cornell)
- Cornell (Central to Kenilworth)
- Congress (Ardmore to Summit)
- Harvard (St. Charles to Central)
- If Funds Available:
 - Cornell (Park to Madison)

The scope of the Rebuild IL Resurfacing Project includes a mill and overlay of the above roadways. The scope also includes any necessary subgrade patching, structure adjustments or reconstruction, curb ramp improvements to comply with ADA requirements, as well as, all necessary restoration work for these improvements.

Public Works staff proposes an engineering services agreement with TranSystems Corporation, to design these improvements in an amount not to exceed \$163,644. Staff completed a consultant Qualifications Based Selection (QBS) process to evaluate consultants to perform design engineering of projects over the next three years, and TranSystems Corporation was selected as one of the firms to perform these services for the Village based on their qualifications.

The proposed scope of work of the engineering services would include the design of the roadway improvements, preparation of plans, specifications, and estimates, IDOT coordination, and assistance with bidding. Funding for these engineering services would be taken from the Street Improvement Fund. The Village will utilize its \$1.4 million share of the Rebuild IL Bonds received through its Motor Fuel Tax (MFT) disbursement to improve these roadways.

RECOMMENDATION

Staff recommends approval of an engineering services agreement with TranSystems Corporation, of Schaumburg, Illinois, for Phase I and Phase II design engineering of Rebuild IL Resurfacing Project in an amount not to exceed \$163,644.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with TranSystems Corporation, of Schaumburg, Illinois, for Phase I and Phase II Design Engineering of the Rebuild IL Resurfacing Projects in an Amount Not to Exceed \$163,644

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

WHEREAS, the Village staff has completed a consultant Qualifications Based Selection (QBS) process and has recommended a proposed design engineering services agreement with TranSystems Corporation, of Schaumburg, Illinois, to perform Phase I and Phase II design engineering services for the Rebuild IL Resurfacing Project in an amount not to exceed One Hundred Sixty-Three Thousand Six Hundred Forty-Four and 00/100 (\$163,644.00); and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the citizens of the Village of Villa Park to enter into an agreement with TranSystems Corporation, of Schaumburg, Illinois, as is more particularly set forth in the *Agreement Between Village of Villa Park, Illinois and TranSystems Corporation for the furnishing of Professional Services for the Rebuild IL Resurfacing Project Various Streets Phase I and Phase II Engineering*, a copy of which is attached hereto as Exhibit A and incorporated herein.

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

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

Section 2: That *Agreement Between Village of Villa Park, Illinois and TranSystems Corporation for the furnishing of Professional Services for the Rebuild IL Resurfacing Project Various Streets Phase I and Phase II Engineering*, attached as Exhibit A, be and the same is

Resolution No. _____

hereby approved, and the Village President is hereby authorized and directed to execute same on behalf of the Village of Villa Park, with such changes therein as may be approved by the Village President and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 3: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this _____ day of April, 2022, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of April, 2022

Village President

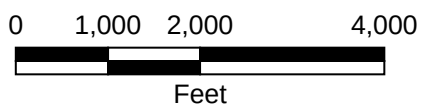
Attest: _____
Village Clerk



**REBUILD Illinois Street
Improvement Project**

VILLAGE OF VILLA PARK

GRAPHIC SCALE



AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
TRANSYSTEMS CORPORATION
for the furnishing of
PROFESSIONAL SERVICES
for the
VILLAGE OF VILLA PARK – REBUILD IL RESURFACING PROJECT
VARIOUS STREETS PHASE I AND II ENGINEERING

THIS AGREEMENT, made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the “VILLAGE,” and TRANSYSTEMS CORPORATION, hereinafter referred to as the “ENGINEER,” has been prepared and executed to provide for professional services for the VILLAGE OF VILLA PARK – Rebuild IL Resurfacing Project Various Streets Phase I and II Engineering, hereinafter referred to as the “PROJECT”.

This agreement is hereinafter referred to as the “AGREEMENT”. The work associated with this AGREEMENT is as described below as Engineering Services.

In consideration of these premises and of the mutual covenants herein set forth,

A. THE ENGINEER AGREES:

1. The ENGINEER shall serve as the VILLAGE'S professional engineering consultant in those phases of the PROJECT to which this AGREEMENT applies. The ENGINEER shall perform the Engineering Services described in Exhibit A entitled, “Exhibit A – Scope of Engineering Services,” which Exhibit A is attached hereto and made a part hereof.

2. Additional services beyond the scope of the Engineering Services above-described, requested in writing by the VILLAGE, shall be performed by the ENGINEER in accordance with the Cost Estimate of Consultant Services, the Average Hourly Project Rates, and the Direct Cost Summary included in Exhibit A.

3. Invoices submitted by the ENGINEER for payment shall contain a summary of the tasks performed, the budgeted hours and fees charged for the pay period per task, the actual hours and amount spent during the pay period per task, personnel utilized per task and the percentage completed per task.

4. The ENGINEER shall commence work within five (5) business days after a written Notice to Proceed has been issued by the VILLAGE. The VILLAGE shall have no obligation or liability to pay for any work performed by the ENGINEER prior to the

date of the written Notice to Proceed. The ENGINEER shall submit a schedule for the completion of the Engineering Services within ten (10) days after the written Notice to Proceed is issued by the VILLAGE, which schedule will be subject to approval by the VILLAGE.

5. The ENGINEER shall not perform Engineering Services during the time that the VILLAGE is performing its review of any submittal from the ENGINEER, unless specifically directed by the VILLAGE, in writing, to do so. A written notice to resume work will be issued by the VILLAGE upon completion and approval of submittals by the ENGINEER. All Engineering Services shall be completed by April 2, 2023, unless the term of this AGREEMENT is extended as provided in this AGREEMENT.

6. The TERM of this AGREEMENT shall begin on the date this AGREEMENT is executed by both the VILLAGE and the ENGINEER, and shall continue in full force and effect until the earlier of the following:

- a. The termination of this AGREEMENT as provided in this AGREEMENT; or
- b. April 2, 2023, or any new date for completion of the Engineering Services to which the Village and the ENGINEER have agreed in writing; or
- c. The completion by the ENGINEER and the VILLAGE of their respective obligations under this AGREEMENT, in the event such completion occurs before April 2, 2023, or any new completion date agreed to by the parties.

7. The ENGINEER shall not perform any work pursuant to this AGREEMENT after the expiration of the TERM, and the VILLAGE shall have no obligation to pay for any services rendered by the ENGINEER after the expiration of the TERM.

8. The ENGINEER shall prepare and submit, in a form and at such times as may be required by the VILLAGE, written status reports summarizing the nature of Engineering Services performed during the preceding period, and the likely schedule for completion of the work.

9. The ENGINEER will perform services under this AGREEMENT in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area. Notwithstanding anything to the contrary which may be contained in this AGREEMENT or any other material incorporated herein by reference, or in any agreement between the Village and any other party concerning the PROJECT, the ENGINEER shall not have control or be in charge of, and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or

programs of the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the PROJECT. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the ENGINEER.

10. The ENGINEER shall procure and maintain for the duration of its AGREEMENT, and for three years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from, or are in conjunction with, the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 “any auto” and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Workers' Compensation and Employers' Liability: Workers' Compensation insurance within statutory limits, and Employers' Liability limits of \$500,000 per accident.

- (5) Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 per person, per aggregate.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the VILLAGE.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, leased, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be in excess of the ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that the ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A+ according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

11. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful fault or misconduct in the performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act or misconduct of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay reasonable charges of attorneys and reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same. Nothing contained herein shall be construed as prohibiting the VILLAGE, its officials, employees and volunteers from defending, through the selection and use of their own agents, attorneys and experts, any injuries, deaths, loss, damages, claims, suits, liabilities, and judgments brought against them. The VILLAGE'S participation in its defense shall not remove the ENGINEER'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

12. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

13. The ENGINEER represents and warrants to the VILLAGE that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The ENGINEER further represents and warrants to the VILLAGE that the ENGINEER and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER hereby agrees to defend, indemnify and hold harmless the VILLAGE, the corporate authorities, and all VILLAGE elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

14. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.

15. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

16. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order) require the ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. The ENGINEER will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

17. This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the ENGINEER, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes,

test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within fourteen (14) days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.

18. This AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

- a.** If the ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- b.** If a petition is filed against the ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- c.** If the ENGINEER makes a general assignment for the benefit of creditors;
- d.** If a trustee, receiver, custodian or agent of the ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the ENGINEER's creditors;
- e.** If the ENGINEER admits in writing an inability to pay its debts generally as they become due.

19. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, the ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE, to have the services performed which were to have been performed by the ENGINEER.

20. The ENGINEER is qualified technically and is conversant with the policies applicable to the performance of design engineering and that sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

21 The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.

22 The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

23. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one (1) year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without fifteen (15) days prior written notice to the VILLAGE.

24. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.

25. Prior written approval must be obtained from the VILLAGE by the ENGINEER prior to hiring any technical sub-consultants to complete tasks ordered by the VILLAGE, which consent will not be unreasonably withheld. Any sub-consultant hired by the ENGINEER shall be supervised by the ENGINEER, and the ENGINEER shall be solely responsible for any and all work performed by such sub-consultant in the same manner and with the same liability as if the work was performed by the ENGINEER. The VILLAGE shall be named as a third-party beneficiary of any agreement between the ENGINEER and any sub-consultant.

26. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

27. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name. The ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. The ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE'S prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

28. The drawings, specifications, reports, and any other PROJECT documents prepared by the ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER'S promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE'S confidential and proprietary information.

29. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE'S express authorization would be harmful and damaging to the VILLAGE'S interests:

- a.** Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups,

computer disks and diskettes, and computer databases and which are not otherwise known to the public.

- b.** All information relating to the Engineering Services being performed by the ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c.** Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d.** Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER'S wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

30. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE'S business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE'S request at any time.

31. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.

32. The ENGINEER will comply all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

33. The ENGINEER'S opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER'S experience and qualifications and represent the ENGINEER'S judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.

B. THE VILLAGE AGREES:

1. The VILLAGE shall pay the ENGINEER, for the Engineering Services above-described, a fee not to exceed One Hundred Sixty-Three Thousand Six Hundred Forty-Four 00/100 (\$163,644.00) Dollars.

2. The VILLAGE shall pay the ENGINEER'S direct reimbursable expenses in accordance with the Direct Cost Summary included in Exhibit A. For all direct expenses totaling more than Twenty-Five Dollars (\$25.00), the ENGINEER shall provide copies of receipts from suppliers of expendable materials. Invoices for reimbursable expenses shall be provided no later than sixty (60) days after the expense is incurred by the ENGINEER, and if such invoices are not provided within sixty (60) days, the VILLAGE shall not be required to pay such reimbursable expenses.

3. The ENGINEER shall indicate to the VILLAGE the information needed for rendering of the services of this AGREEMENT. The VILLAGE shall provide to the ENGINEER such information as is available to the VILLAGE and the VILLAGE'S consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof.

4. Payment of ENGINEER'S Fee. The VILLAGE, for and in consideration of the rendering of the Engineering Services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

- a.** Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
- b.** The VILLAGE shall pay the ENGINEER the amounts invoiced, less one percent (1%) retainage, provided that the amount invoiced, together with the amounts of previous partial payments, does not exceed One Hundred Sixty-Three Thousand Six Hundred Forty-Four 00/100 (\$163,644.00) Dollars.
- c.** Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

- d. Final payment shall be made to the ENGINEER upon completion of the Engineering Services, delivery of all plans, specifications or other documents to be prepared by the ENGINEER pursuant to this AGREEMENT, and acceptance thereof by the VILLAGE.

5. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

C. IT IS MUTUALLY AGREED:

1. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.

2. Each party to this AGREEMENT shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

3. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

- a. If to the VILLAGE:

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Village Manager

- b. If to the ENGINEER:

TRANSYSTEMS
1475 E. Woodfield Road
Schaumburg, Illinois 60173
Attn: John Fortmann

- c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

4. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

5. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

6. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.

7. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby; and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

8. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

9. This AGREEMENT may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

D. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
 - e. in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin

or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights; and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.

- (8) ENGINEER (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that ENGINEER will retain such certifications in its files.
 - (9) In the event of the ENGINEER's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the ENGINEER may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
 - g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
 - h. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.

- (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
- (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
 - j. not a VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official.
 - k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
 - l. not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
 - m. the ENGINEER acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this AGREEMENT are considered a public record of the VILLAGE; and therefore, the ENGINEER shall review its records and promptly produce to the VILLAGE any records in the ENGINEER'S possession which the VILLAGE requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the ENGINEER shall produce to the VILLAGE such records within three (3) business days of a request for such records from the VILLAGE at no additional cost to the VILLAGE.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this ____ day of _____, 2022.

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181

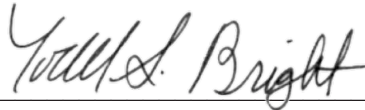
ATTEST:

By _____
Nick Cuzzone, Village President

By _____
Village Clerk

Executed by the ENGINEER, this ____ day of _____, 2022.

TRANSYSTEMS
1475 E. Woodfield Road
Schaumburg, Illinois 60173

By  _____

Printed Name Todd S. Bright

Title Principal

EXHIBIT A



Rebuild IL Resurfacing Project
April 6, 2022
Page 1

April 6, 2022
Rebuild IL Resurfacing Project Various Streets
Phase 1 & 2 Engineering
Village of Villa Park

EXHIBIT A – SCOPE OF ENGINEERING SERVICES

Project Description

This project involves preparing construction plans and specifications for Rebuild Illinois Bond Fund Resurfacing Project for Various Streets in the Village of Villa Park. The assignment has 8 locations with approximately 15,475 feet (2.93 miles). The project will have two bid packages with the following locations listed in the two packages below:

Bid Package 1:

- Wisconsin Street (St. Charles to Division)
- Elm (Westmore to Addison)
- Division (Westmore to Addison)

Bid Package 2:

- Central (Addison to Cornell)
- Cornell (Central to Kenilworth)
- Congress (Ardmore to Summit)
- Harvard (St. Charles to Central)
- Cornell (Park to Madison) If possible, per estimate

Project Scope of Work:

The scope of work includes a 2 1/4" mill and overlay of the roadway section. Areas of extensive deteriorated pavement will be patched after the milling and before the overlay is constructed. TranSystems will perform field inspection to determine patching quantities. Structure adjustments or reconstruction as well as parkway restoration will be performed. Sidewalk ramps will be replaced to comply with ADA requirements. The geometry will not be improved or changed as part of the proposed improvements. The proposed scope is in keeping with the Rebuild IL Bond Fund program guidelines.

TranSystems will prepare the contract plans, specifications, and cost estimates for a contract letting through the Village. The work shall be prepared in accordance with IDOT requirements for Rebuild IL projects including obtaining IDOT approval. The plans and specifications will provide sufficient guidance to the contractor necessary to bid the project and include sufficient details for completing the street resurfacing. The plans will be reviewed by the Village and IDOT. Coordination with IDOT will also be required.

Project Team:

The following individuals comprise the project team for the work prepared by TranSystems:

- Principal: John Fortmann, PE (JAFortmann@transystems.com) / (847) 340-4169
- Project Manager: Dave Block, PE (DWBBlock@transystems.com) / (847) 460-2950
- Project Engineer: Ben Vander Wal, PE (BRVanderwal@transystems.com) / (847) 407-5240
- Project Staff: Chris Comin, PE (CEComin@transystems.com), Brian Holman, PE (BJHolman@transystems.com), Tom Pelarinos (TPPelarinos@transystems.com), Dominick Hoijer (DWHoijer@transystems.com)



Rebuild IL Resurfacing Project
April 6, 2022
Page 2

- HLR staff for surveying and environmental

Scope of Engineering Services:

1. Project Coordination and Data Collection

- Kick-off meeting to discuss project scope, and obtain electronic files as available from the Village containing pavement information, centerline and stationing, utility data, striping, and geometrics for the project limits.
- Conduct pre-final plan review meetings with the Village and IDOT to discuss plan comments.
- Conduct a site inspection to identify locations of pavement patching, concrete curb, and gutter repair.
- Utility coordination as needed.

2. Topographic Survey

- Conduct a limited topographic survey to establish geometric control and centerline stationing, as well as obtain locations of utility structures. (HLR)
- Conduct a detailed survey of the ADA ramps at intersections to check for compliance with ADA standards. (HLR)
- Download the survey into Microstation cadd format and create base sheets at 1"=50' scale. (HLR)

3. Environmental Screening

- Perform environmental screening of the project. (HLR)
- Perform LPC 663 and laboratory sampling (HLR)

4. Cost Estimate Review

- Perform cost estimate review to verify current cost estimate by the Village.



5. Contract Plans, Specifications, and Estimates (PS&E)

It is anticipated that the following sheets will be included in the contract plans:

	<u>Contract 1</u>	<u>Contract 2</u>
a. Cover Sheet and Index of Sheets	1	1
b. General Notes and Listing of Highway Standards	1	1
c. Summary and Schedule of Quantities (Eight Locations)	1	1
d. Typical Sections (1 Existing/1 Proposed/ Sheet)	3	5
e. Roadway Plan Sheets	4	8
f. Pavement Marking and Landscape Restoration	4	8
g. ADA Ramp Detail Sheets (2 locations/sheet)	16	20
h. IDOT District Detail and Highway Standard Sheets	10	10
TOTAL	40	54

- Conduct quantity take-offs and prepare estimate of construction cost based on current unit price data.
- Prepare specifications and contract documents based on IDOT standards.
- Submit plans and documents to the Village and IDOT for review and comment.

6. Preparation of Final PS&E

- Based on comments received from the Village and IDOT, prepare final contract plans, specifications, and estimates.
- Process final contract plans, documents, and agreements through Village for a contract letting. TranSystems will provide CADD files to Villa Park as a final deliverable.

7. Letting Assistance

- Attend bid opening
- Assist with bid summary and low-bid recommendations

8. Construction Consultation

- Attend pre-construction meeting with Village and contractor
- Provide responses to contractor RFIs



Rebuild IL Resurfacing Project
April 6, 2022
Page 4

9. QA/QC reviews

- Provide review of pre-final PS&E
- Provide review of initial-final PS&E

10. Project Management and Administration

- Prepare monthly invoicing and project status reports (2 hrs/mo for 12 months)

Estimated Project Schedule

Bid Package 1

Notice to Proceed	May 2, 2022
Kick-off Mtg	May 2022
Request ESR*	May 2022
Pre-Final Plans Submitted	July 1, 2022
Final PS&E Submitted	August 12, 2022
Letting	September 2, 2022

*If IDOT requires 6 months to clear environmental resources for ESR, letting will need to be postponed to 2023.

Bid Package 2

Notice to Proceed	May 2, 2022
Kick-off Mtg	May 2022
Request ESR	May 2022
Pre-Final Plans Submitted	January 2023
Final PS&E Submitted	March 2023
Letting	April 2023

Assumptions:

1. Village will perform infrastructure condition inventory for drainage. Hours for utility adjustments is included in our work. No drainage structure replacements.
2. No relocations required by private utilities other than potential frame adjustments.
3. No other work on sidewalks except at the street corners for ADA
4. Specific ADA locations were removed due to prior improvements by the Village previously constructed or planned to be constructed.
5. ESR is not required for an exempt project. Resurfacing is considered exempt.
6. No County or State permits anticipated or included.
7. No pavement cores or soil borings will be required.
8. No pavement design will be required. Need to meet minimum 2" resurfacing thickness to meet Rebuild IL.
9. TranSystems will provide CADD files to Villa Park as a final deliverable.



Local Public Agency	County	Section Number
Villa Park	DuPage County	
Consultant (Firm) Name	Prepared By	Date
TranSystems Corporation	David Block	2/24/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	143.97%
START DATE	3/28/2022		COMPLEXITY FACTOR	0
RAISE DATE	4/2/2022		% OF RAISE	2.00%
END DATE	3/27/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/28/2022	4/2/2022	0	0.00%
1	4/3/2022	4/2/2023	12	102.00%

The total escalation = 2.00%

Local Public Agency	County	Section Number
Villa Park	DuPage County	

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	2.00%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer 5 (E5)	\$78.00	\$78.00
Engineer 4 (E4)	\$77.39	\$78.00
Engineer 3 (E3)	\$68.71	\$70.08
Engineer 2 (E2)	\$48.13	\$49.09
Engineer 1 (E1)	\$36.00	\$36.72
Planner 5 (P5)	\$78.00	\$78.00
Planner 4 (P4)	\$66.91	\$68.25
Planner 3 (P3)	\$46.70	\$47.63
Planner 2 (P2)	\$39.64	\$40.43
Architect 4 (AR4)	\$73.88	\$75.36
Architect 3 (AR3)	\$65.92	\$67.24
Architect 2 (AR2)	\$45.24	\$46.14
Architect 1 (AR1)	\$37.86	\$38.62
Environmental Scientist 4 (SC4)	\$78.00	\$78.00
Industry Specialist 3 (IS3)	\$60.11	\$61.31
Construction Services 4 (CS4)	\$57.14	\$58.28
Construction Services 3 (CS3)	\$58.46	\$59.63
Construction Services 2 (CS2)	\$33.08	\$33.74
Technician 3 (T3)	\$39.18	\$39.96
Technician 1 (T1)	\$20.04	\$20.44
Administrative 3 (A3)	\$56.24	\$57.36
Administrative 2 (A2)	\$30.66	\$31.27
Administrative 1 (A1)	\$26.94	\$27.48

Local Public Agency

County

Section Number

Villa Park

DuPage County

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE	143.97%

COMPLEXITY FACTOR

0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Coordination and Data Collection	40	2,115	3,044	565	698		6,422	3.92%
Survey	4	254	366		84		704	0.43%
Environmental Screening	4	254	366		84		704	0.43%
Cost Estimate Review/Pavement Design	24	1,204	1,733		397		3,334	2.04%
Prefinal PS&E Bid Package 1	257	12,843	18,491		4,238		35,572	21.74%
Final PS&E Bid Package 1	95	4,730	6,809		1,561		13,100	8.01%
Prefinal PS&E Bid Package 2	359	17,887	25,752		5,903		49,542	30.27%
Final PS&E Bid Package 2	129	6,429	9,256		2,122		17,807	10.88%
Letting Assistance	4	225	324		74		623	0.38%
Construction Consultation	16	852	1,226		281		2,359	1.44%
QA/QC	24	1,872	2,695		618		5,185	3.17%
Project Management and Administration	24	1,311	1,888		433		3,632	2.22%
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
HLR - Survey and Environmental		-	-		-		-	
		-	-		-	24,660	24,660	15.07%
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
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		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
Subconsultant DL							-	
TOTALS	980	49,976	71,950	565	16,493	24,660	163,644	100.00%

Local Public Agency	County	Section Number
Village of Villa Park	Cook	

**Exhibit C
Direct Costs Check Sheet**

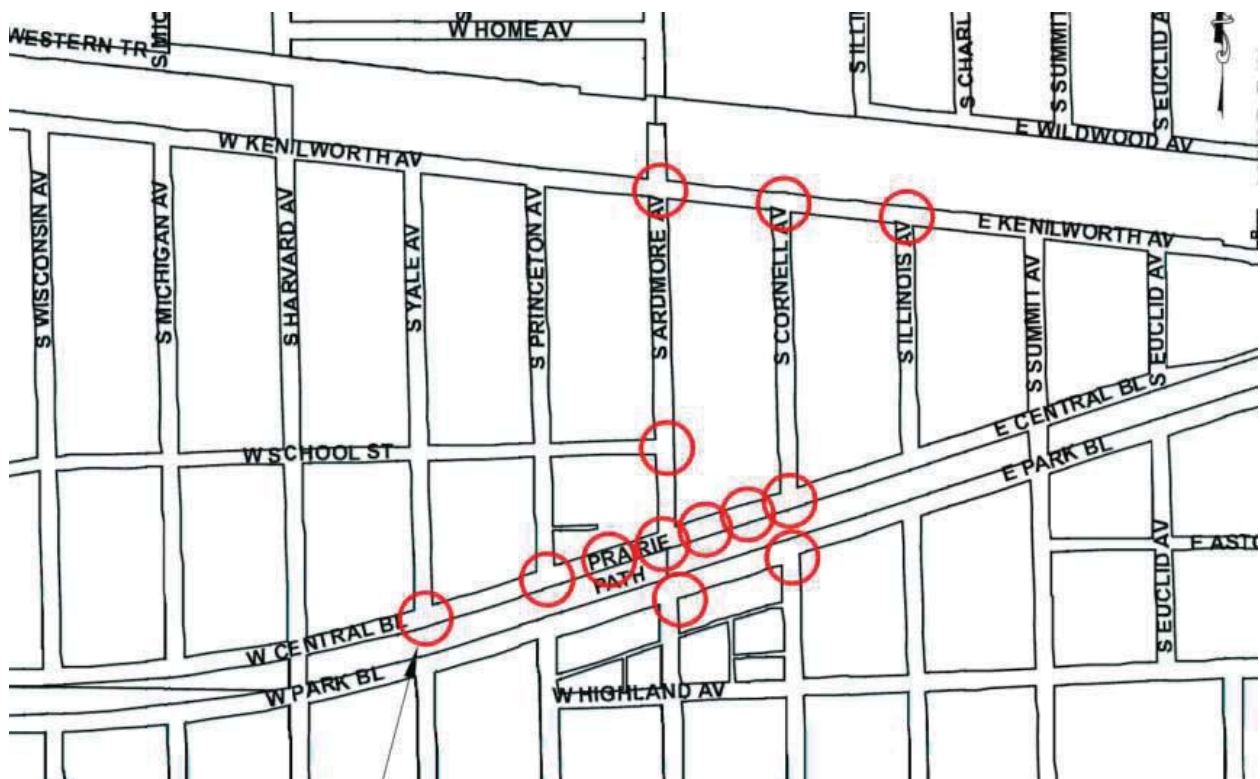
List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
☐ Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
☐ Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
☐ Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
☒ Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	150	\$0.56	\$84.75
☐ Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
☐ Vehicle Rental	Actual cost (Up to \$55/day)			
☐ Tolls	Actual cost			
☐ Parking	Actual cost			
☐ Overtime	Premium portion (Submit supporting documentation)			
☐ Shift Differential	Actual cost (Based on firm's policy)			
☒ Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	4	\$20.00	\$80.00
☒ Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	2000	\$0.20	\$400.00
☐ Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
☐ Project Specific Insurance	Actual Cost			
☐ Monuments (Permanent)	Actual Cost			
☐ Photo Processing	Actual Cost			
☐ 2-Way Radio (Survey or Phase III Only)	Actual Cost			
☐ Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
☐ CADD	Actual cost (Max \$15/hour)			
☐ Web Site	Actual cost (Submit supporting documentation)			
☐ Advertisements	Actual cost (Submit supporting documentation)			
☐ Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
☐ Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
☐ Recording Fees	Actual Cost			
☐ Transcriptions (specific to project)	Actual Cost			
☐ Courthouse Fees	Actual Cost			
☐ Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Testing of Soil Samples	Actual Cost			
☐ Lab Services	Actual Cost (Provide breakdown of each cost)			
☐ Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
☐				
☐				
☐				
☐				
☐				
Total Direct Costs				\$564.75

Understanding of the Project - Hampton, Lenzini and Renwick, Inc. (HLR) has prepared this Scope of Work for survey and environmental services based on the following streets:

- Congress St (Ardmore to Summit)
- Cornell Ave (Madison to Park)
- Cornell Ave (Central to Kenilworth)
- Central Blvd (Corporate Limits to Cornell)
- Harvard Ave (Central to St. Charles)
- Wisconsin Ave (St. Charles to Division)
- Elm St (Westmore to Addison)
- Division St (Westmore to Addison)

Scope of work does not include survey and environmental permitting for areas located along Kenilworth Ave, Central Blvd, Park Blvd, and Ardmore Ave that are not included in the above-mentioned street detailed in the exhibit below:



1. **Survey Services**

Based on our understanding of the project and the needs of the client the following services are included in the scope of service:

Topographic Survey

- ☐ **Topographic Survey** – HLR will provide topographic survey to documents existing conditions for the purpose of preparing the design requested by the Client. Topographic survey will be limited to:
 - Intersection Survey (Scanning)

- 24 intersections for ADA ramp design
- Curb and Gutter
- Edge of Pavement and Shoulders
- Sidewalk Shots
- Control Points
 - 24 intersection locations
 - Set benchmarks for contractor and construction engineer at each intersection. This will include a level loop to ensure accuracy throughout all sections of the project.

Deliverables will be a topographic MicroStation file along with a TIN in the area where ADA corner updates are anticipated.

2. **Environmental Services**

Based on our understanding of the project and the needs of the client the following services are included in the scope of service:

- **Wetland Screening and Memorandum** - HLR will conduct a map review of the project. The following maps and documents will be reviewed prior to conducting the field investigation:
 - U.S. Geological Survey Topographic Maps
 - National Wetlands Inventory Maps
 - DuPage County Wetland Maps
 - USDA Soil Survey
 - Hydric Soils of the United States
 - Regulatory Flood Map

It appears from a cursory map review that there are no wetlands mapped in the project area on the DuPage County Wetland and National Wetland Inventory Maps. If there are no wetlands, a wetland screening report will be prepared detailing our findings.

- **Soil Disposal Evaluation** – HLR will investigate potential contaminants that could be encountered during the construction process. It is anticipated that milled HMA pavement and Portland cement concrete items that are removed and replaced will be recycled. All other materials generated during the improvement should be disposed of properly. It is not necessary to follow the IDOT process, so a Special Waste Assessment is not required. We anticipate the following areas will be necessary:
 - **Clean Construction Demolition Debris/IEPA LPC-663**– HLR will coordinate the material being generated for the ADA ramp improvements with a Clean Construction and Demolition Debris (CCDD) facility for disposal. Based on IEPA records and a review of the site area, a LPC-663 will be needed to dispose of the material generated with the project. HLR will provide the necessary pH sampling and fill out necessary forms for the CCDD facilities to accept the generated waste. We anticipate that some material will need to be collected and sent to landfill since it will not meet CCDD disposal requirements.

Milling and resurfacing will not require CCDD coordination, because the material will be recycled. Each ADA corner will require CCDD approval and disposal, we anticipate 2-4 CY of material per corner. An exhibit is attached showing the areas that will not be eligible for an LPC-662 in blue. The areas

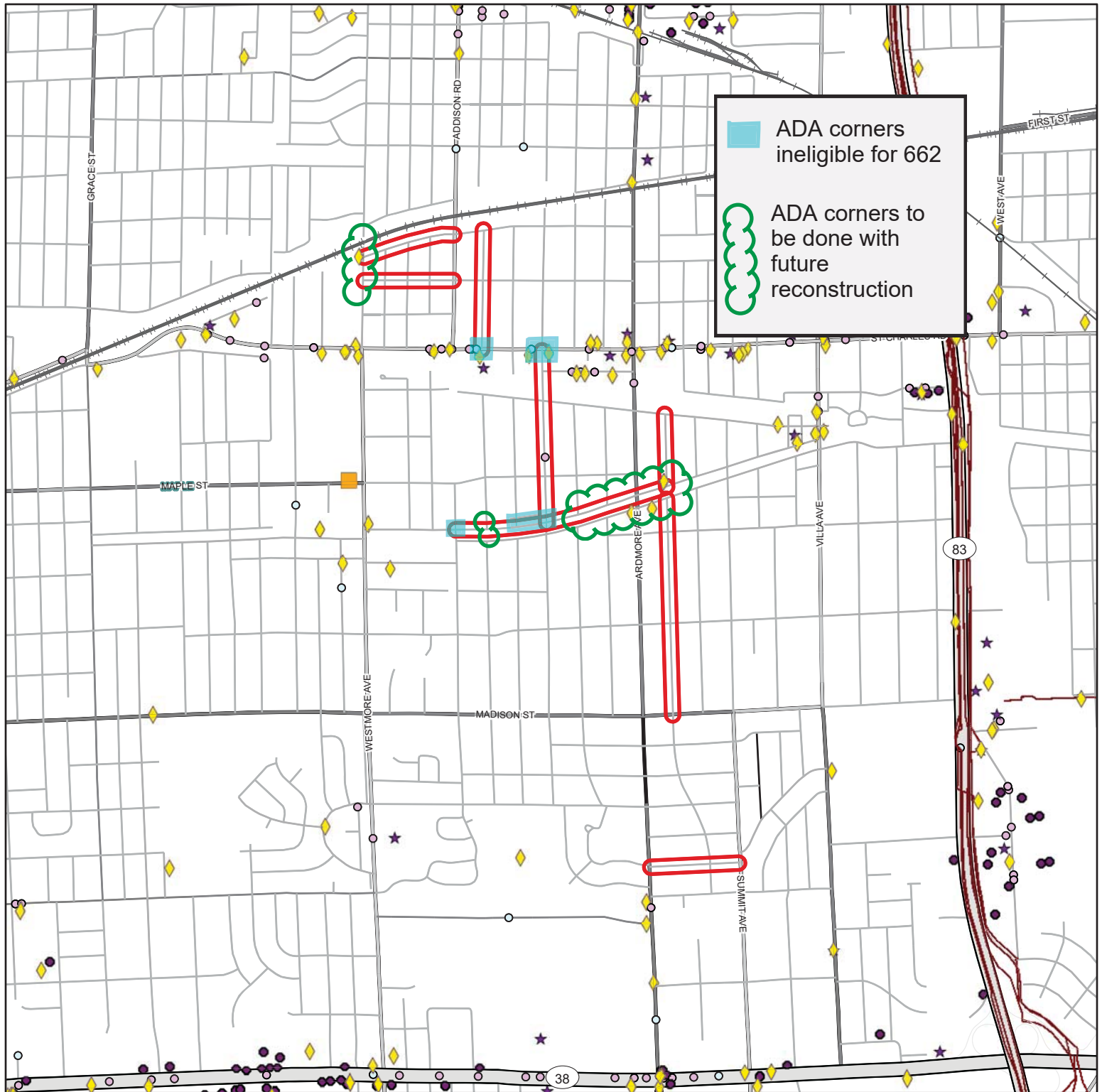
outlined in green have been removed from the project scope, either because they were already completed, or they will be completed at a later date.

We anticipate 5 intersections and 20 ADA corners that will require LPC-663 forms. The remaining ADA corners should be eligible for LPC-662 forms which require only pH testing.

- **Landfill Disposal** – HLR will prepare the documentation necessary for the contractor to dispose of material generated by the improvements to the ADA corner ramps in areas that do not meet CCDD criteria. A waste profile will be created for submittal to an appropriate waste management facility. Anticipated areas where material may be beyond the limits of CCDD facilities are located on the attached exhibit.
- **Laboratory Sampling** – HLR will send 5 samples to a laboratory for contaminant testing required by the CCDD and waste management facilities. Three of the samples are on the Illinois Prairie Path which was a former electric rail line. These 3 intersections will only require PCB and RCRA Metals. We anticipate that 2 samples may be required at West St. Charles and North Harvard Avenue as there are LUSTs adjacent to the southwest and southeast corners. We anticipate one possible sample at the intersection of Wisconsin and West St. Charles Avenue.

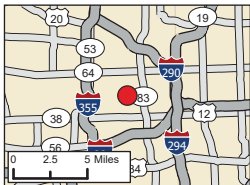
Compensation - For these services we are requesting the following compensation:

Task	Fee
Topographic Survey	\$12,360
Wetland Screening	\$1,750
IEPA 663 / Landfill Disposal	\$6,750
Laboratory Sampling (5 samples)	\$3,800
TOTAL	\$24,660



1 inch = 2,000 feet

0.2 0.1 0 0.2 Miles



Project Area

Special Waste

- ◆ Leaking UST
- ★ Voluntary Site Remediation
- Active Landfills
- Federal Brownfields
- ★ RCRA (State GIS)
- CERCLA (State GIS)
- Oil and Gas Pipelines

- SQG, LQG, CESQG
- TSD RCRA
- Other RCRA
- ★ Superfund NPL
- Superfund (NON-NPL)
- Potential Contamination
- Municipal Solid Waste Landfill
- Landfill In Post Closure
- Landfill Certified Post Closure
- Landfill In Voluntary Sites Program
- ★ Landfill In State Sites Program
- Landfill Unknown Status

Villa Park

Special Waste Map

Scale: 1:24,000

Hampton, Lenzini and Renwick, Inc.

Civil & Structural Engineers • Land Surveyors • Environmental Specialists

ELGIN • WOODRIDGE • SPRINGFIELD • MT. CARMEL

www.hlrengineering.com



Village Board of Trustees Agenda Item Report

Meeting Date: April 25, 2022

Submitted by: Vassili Voskresenski

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section: Resolutions

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving License Agreement for the Portion of Alley Right-of-Way Between the Village of Villa Park and the Owners of the Property at 815 South Michigan Avenue

Suggested Action:

The property owners at 815 South Michigan Avenue wish to remove and replace the existing chain link fence located in the alley right-of-way adjacent to their property with a privacy fence. A license agreement would be needed to grant the property owners permission for the proposed construction and maintenance of the fence.

Attachments:

[MEMO - Michigan S 0815 - License Agreement.pdf](#)

[RESO - Michigan S 0815.doc](#)

[Exhibit A.pdf](#)

[Exhibit B - Legal.pdf](#)

[Michigan_S_0815_-_Exhibit_C_-_License_Agreement.4.22.22.pdf](#)

Memo



To: Michael M. Guerra, P.E., Administrative Officer

From: Vassili Voskresenski, Senior Civil Engineer

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

Date: April ,13 2022

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving License Agreement for the Portion of Alley Right-of-Way Between the Village of Villa Park and the Owners of the Property at 815 South Michigan Avenue

The property owners at 815 South Michigan Avenue wish to remove and replace the existing fence located in the alley right-of-way adjacent to their property. A license agreement would be needed to grant the property owners permission for the proposed construction and maintenance of the fence.

There is an existing 4-foot chainlink fence currently installed in the alley right-of-way. The property owners propose to replace the existing 4-foot chain link fence with a 6-foot privacy fence. The property owners are requesting a license agreement to grant permission to install and maintain the fence within the alley right-of-way at their own expense.

There is an existing storm sewer located in the alley right-of-way. The property owner will be responsible for the removal and replacement of the fence in case village staff needs access to the storm sewer for maintenance or repair.

RECOMMENDATION

Public Works staff has no objections to the proposed license agreement provided it is understood that the license agreement is revocable in the event the Village needs the right-of-way for a public purpose.

RESOLUTION No. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
APPROVING LICENSE AGREEMENT FOR A PORTION OF ALLEY RIGHT-OF-WAY
BETWEEN THE VILLAGE OF VILLA PARK AND THE OWNERS OF THE
PROPERTY AT 815 SOUTH MICHIGAN AVENUE**

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the "Village"), owns an alley right-of-way located south of Madison Street between Michigan Avenue and Harvard Avenue, as depicted on Exhibit A and legally described on Exhibit B attached hereto and made a part hereof by this reference, which is currently being used by the property owners of 815 South Michigan Avenue (the "Property Owners"); and,

WHEREAS, the Property Owners would like to remove and replace the existing fence located in the alley right-of-way; and

WHEREAS, the Village is willing to grant a License to the Property Owners for said purposes, subject to the terms and conditions set forth in the License Agreement attached hereto as Exhibit C and made a part hereof by this reference; and,

WHEREAS, the President and Board of Trustees of the Village of Villa Park find that it is in the best interests of the Village to enter into said License Agreement with the Property Owners.

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

SECTION 2. That the License Agreement by and between the Village of Villa Park and the Property Owners, in the form attached hereto and made a part hereof as Exhibit C is hereby approved, and the Village President and Village Clerk are hereby authorized and directed to execute said License Agreement on behalf of the Village.

SECTION 3. That any policy or resolution of the Village that conflicts with the provisions of this resolution or the Agreement attached hereto shall be and is hereby repealed to the extent of such conflict.

SECTION 4. This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

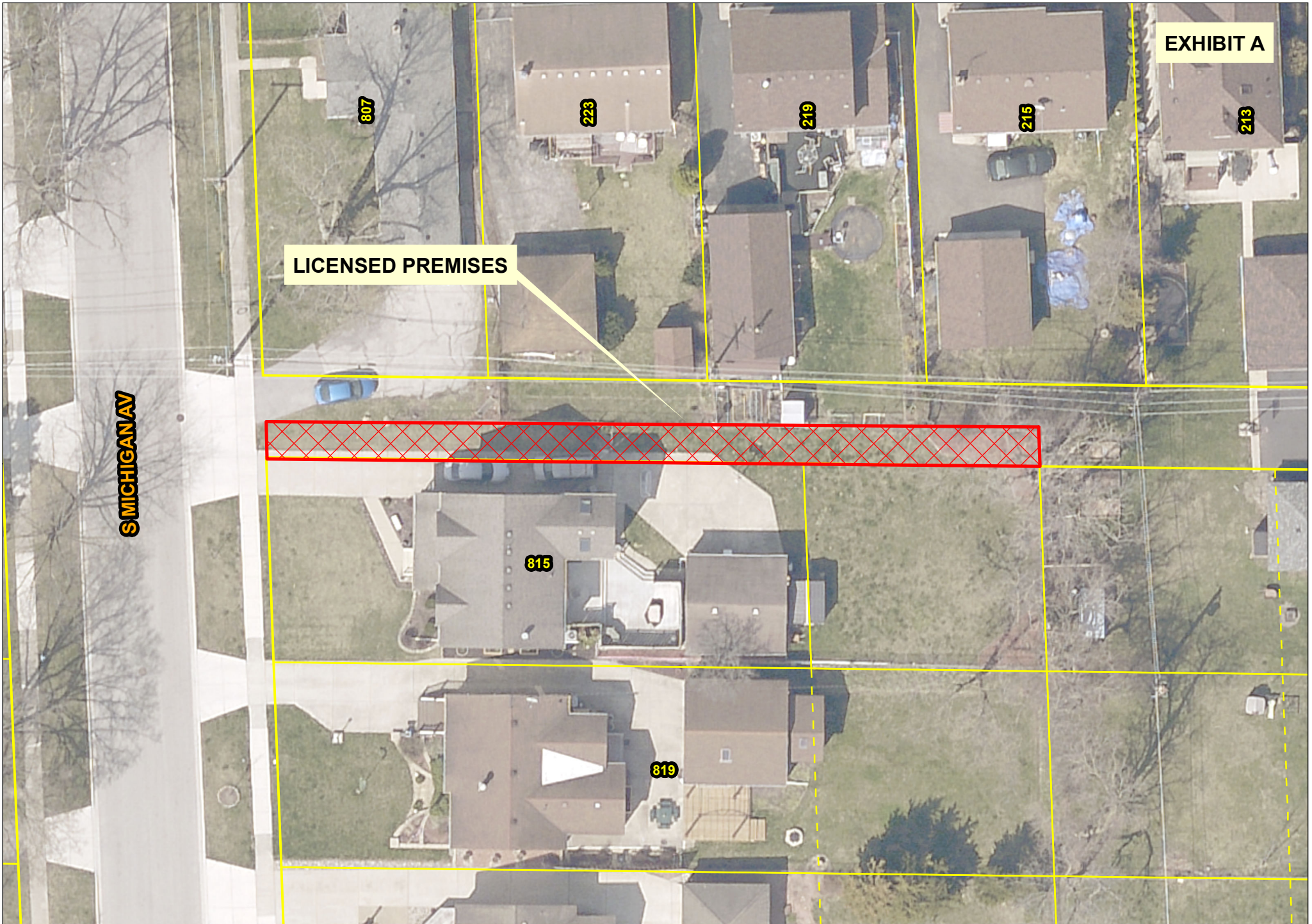
PASSED this 25th day of April 2022, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this 25th day of April 2022

Attest: _____
Village Clerk

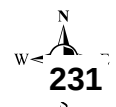
Village President



The enclosed materials and documentation are being provided pursuant to a request for information, which has been submitted, to the Village of Villa Park, Illinois. The Village expressly disclaims any responsibility for the accuracy of completeness or the materials and documentation provided, and any use thereof is at the requestor's sole and exclusive risk and expense.

815 SOUTH MICHIGAN AVENUE

1 inch = 30 feet



LEASED AREA METES AND BOUNDS DESCRIPTION

A PORTION OF THE PUBLIC ALLEY RIGHT-OF-WAY BEGINNING AT THE NORTHWEST CORNER OF LOT 87, IN BLOCK 1 OF SHIVELY VILLA SUBDIVISION OF LOT 2 IN THE SCHOOL TRUSTEES SUBDIVISION, COMMONLY KNOWN AS 815 SOUTH MICHIGAN AVENUE, VILLA PARK, ILLINOIS AND P.I.N. 06-16-202-009, THENCE NORTHERLY 10 FEET, BEARING N 86°-51'-18" E TO A POINT LOCATED IN THE ALLEY RIGHT-OF-WAY ON THE WEST PROPERTY LINE EXTENDED, THENCE 187 FEET EASTERLY AND PARRALLEL TO THE NORTH PROPERTY LINE OF LOT 8 TO A POINT LOCATED IN THE ALLEY RIGHT-OF-WAY, THENCE 10 FEET SOUTHERLY, BEARING S 86°-51'-18" W TO THE NORTHEAST PROPERTY CORNER OF SAID LOT 8, THENCE 187 FEET WESTERLY TO THE NORTHWEST PROPERTY CORNER OF SAID LOT 8 (POINT OF BEGINNING), ALL IN SHIVELY VILLA, BEING A SUBDIVISION OF LOT 2 OF SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SHIVELY VILLA RECORDED MAY 2, 1928 AS DOCUMENT 256910, IN DUPAGE COUNTY, ILLINOIS, CONSISTING OF 0.0429 ACRES, MORE OR LESS.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the **VILLAGE OF VILLA PARK**, an Illinois municipal corporation (the "Village"), and **Zach and Nicole Zabel** (the "Licensee").

WITNESSETH:

WHEREAS, the Village owns an alley right-of-way north of Adams Street and west of Harvard Avenue adjacent to **815 South Michigan Avenue**, in the Village, as depicted on Exhibit A, and legally described on Exhibit B, which are attached hereto and made a part hereof by reference (the "Licensed Premises"); and,

WHEREAS, the Licensee is the owner of property adjacent to the Licensed Premises and desires to remove and replace the existing fence ("the Work"), which is located on the Licensed Premises; and

WHEREAS, the Village is willing to grant the Licensee a License to perform the Work on the Licensed Premises, subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. The recitals set forth hereinabove are hereby adopted as findings as if said recitals were fully set forth within this Paragraph 1.

2. The Village hereby grants the Licensee a non-exclusive license to go upon and use the Licensed Premises to perform the Work on the Licensed Premises. The Work shall be performed at Licensee's sole cost and expense and the specifications for the Work shall be approved by the Village prior to the performance of the Work.

3. The License shall expire upon Licensee's completion of the Work on the Licensed Premises, but in no event later than November 1, 2022.

4. The Licensee expressly agrees and acknowledges that this License is revocable at any time by the Village upon written notice to the Licensee.

5. The Licensee expressly acknowledges that the Village has reserved the right to require the Licensee, at their sole expense, to remove from the Licensed Premises, either temporarily or permanently, any improvements, structures or obstructions made by the Licensee within thirty (30) days after notice from the Village but in any event upon termination of this License. In the event that Licensee fails to remove any improvements, the Village may remove same and charge the Licensee with any and all costs and expenses which the Village has incurred or may incur in connection with such removal.

6. Licensee agrees to protect, indemnify, defend and forever hold harmless the Village and its officers, employees, agents, licensees, successors and assigns against and from any and all liability and expense, including court costs and attorneys' fees, for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from Licensee's use, maintenance or repair of the Licensed Premises, Licensee's negligence or the failure of Licensee to comply with the provisions of this License.

7. (a) All contracts executed by Licensee for the construction, repair, replacement of any improvement, located on the Licensed Premises, Licensee will require every contractor to indemnify, hold harmless and defend the Village, its officers, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors.

(b) Licensee will further require all contractors to procure and maintain comprehensive policies of insurance, insuring the Village, its officers, employees, agents, successors and assigns, as additional insureds, from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts or negligence of such contractor(s), or their officers, employees, agents or subcontractors.

8. In addition to termination of this License, as provided in Paragraphs 3 and 4 hereinabove, if Licensee defaults in any of Licensee's undertakings or obligations of this License and Licensee receives written notice of such default from the Village, then such event or action shall be deemed to constitute a breach of this License, and this License and Licensee's use of the Licensed Premises shall automatically terminate.

9. No waiver of any default of Licensee shall be implied from omission by the Village to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the event therein stated.

10. The Licensee shall not make any additional improvements to the Licensed Premises without having first obtained the prior written consent of the Village.

11. All rights and remedies of the Village shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

12. All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this License or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid, or sent by facsimile transmission to the Village or Licensee at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the day of delivery if sent by commercial courier, on the second business day after deposit in the U.S. Mail if sent by certified or registered mail, or on the first business day after successful transmission if sent by facsimile transmission.

Notices to the Village shall be mailed to:
Village of Villa Park
20 South Ardmore Avenue
Villa Park, IL 60181
Attention: Village Manager

Notices to Licensee shall be mailed to:
Zach and Nicole Zabel
815 South Michigan Avenue
Villa Park, IL 60181

13. All of the representations and obligations of the Village are contained herein. The Village and Licensee agree that no change or modification to this License, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties and attached to and made a part of this License.

14. The Village and Licensee agree that if any provision of this License is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, and requirements of applicable law.

15. This License shall be construed and enforced in accordance with the laws of the State of Illinois.

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

VILLAGE OF VILLA PARK

ATTEST:

Village President

Village Clerk

LICENSEE

Zach Zabel

Nicole Zabel

Village Board of Trustees Agenda Item Report

Meeting Date: April 25, 2022

Submitted by: Suzanne McVey

Submitting Department: Parks & Recreation

Item Type: Resolutions

Agenda Section: Resolutions

Subject:

Resolution to Approve and Authorize the Execution of a Standard Form of Agreement Between Owner and Architect By and Between the Village of Villa Park and Williams Architects for the Lions Park Recreation Center

Suggested Action:

On March 14, 2022, the Village Board approved the Letter of Proposed Agreement prepared by Williams Architects of Itasca, Illinois, to provide certain professional architectural and engineering services in an amount not to exceed \$1,378,080, in connection with the design development, construction documents/permitting, bidding/negotiations and construction administration of the Lions Park Recreation Center Project. The Letter of Proposed Agreement contemplates the preparation and approval of a formalized AIA Standard Form of Agreement. The proposed resolution authorizes the formalized AIA Standard Form of Agreement with Williams Architects, as contemplated, to provide certain professional architectural and engineering services in connection with the Lions Park Recreation Center Project.

Attachments:

[MEMO_-_Resolution_Approving_AIA_Standard_Form_Agreement_-_Williams_Architect_-_Lions_Park_Recreation_Project.docx](#)

[RESO_-_Approving_AIA_Standard_Form_Agreement_-_Williams_Architect_-_Lions_Park_Recreation_Project \(2\).docx](#)

[CLEAN_DRAFT_AIA_B132-2019_-_Williams_Associates_-_Villa_Park_-_CRisk_redline_and_SRD_revisions_-_042222.pdf](#)

[CLEAN_DRAFT_E203-2013_-_Willaims_Architect.pdf](#)

[EXHIBIT_A.pdf](#)

[Exhibit_B_-_Contractor_s_Certification_-_Williams_Architects.pdf](#)

Memo / Board Action Summary

Village Board Meeting Date: April 25, 2022

Re: A Resolution to Approve and Authorize the Execution of a Standard Form of Agreement Between Owner and Architect by and between the Village of Villa Park and Williams Architects for the Lions Park Recreation Center Project

Attachments:

- Resolution
- Standard Form of Agreement between Owner and Architect, Construction Manager as Advisor Addition (AIA Doc. B132-2019)

Background:

On March 14, 2022, the Village Board approved the Letter of Proposed Agreement prepared by Williams Architects of Itasca, Illinois, to provide certain professional architectural and engineering services in an amount not to exceed \$1,378,080, in connection with the design development, construction documents/permitting, bidding/negotiations and construction administration of the Lions Park Recreation Center Project. The Letter of Proposed Agreement contemplates the preparation and approval of a formalized AIA Standard Form of Agreement. The proposed resolution authorizes the formalized AIA Standard Form of Agreement with Williams Architects, as contemplated, to provide certain professional architectural and engineering services in connection with the Lions Park Recreation Center Project.

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT
BY AND BETWEEN THE VILLAGE OF VILLA PARK AND WILLIAMS ARCHITECTS
FOR THE LIONS PARK RECREATION CENTER PROJECT**

WHEREAS, on March 14, 2022, the Village of Villa Park (the “Village”) approved and authorized the Village Manager to approve the Letter of Proposed Agreement (“LOPA”) prepared by Williams Architects of Itasca, Illinois, to provide certain professional architectural and engineering services in an amount not to exceed \$1,378,080, in connection with the design development, construction documents/permitting, bidding/negotiations and construction administration of the Lions Park Recreation Center Project; and

WHEREAS, the corporate authorities of the Village now desire and have determined that it is advisable, necessary and in the public interest that the Village enter into a formalized agreement with Williams Architects, as contemplated by the LOPA, to provide certain professional architectural and engineering services in connection with the Lions Park Recreation Center Project.

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

Section 1: The foregoing preamble clauses are adopted as the findings of the Village Board and are incorporated into this Resolution as if fully recited.

Section 2: That the Standard Form of Agreement between Owner and Architect, Construction Manager as Advisor Addition (AIA Doc. B132-2019), by and between the Village and Williams Architects, and all other necessary and related documents and exhibits incorporated therein, are hereby approved in substantially the form as attached hereto as Exhibit A, and the Village President is hereby authorized to execute same on behalf of the Village of Villa Park, with such changes therein as may be approved by the Village President and Village Attorney, the

Resolution No. _____

execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 3: This resolution shall be in force and effect from and after its passage and approval according to law.

PASSED AND APPROVED THIS 25th DAY OF APRIL, 2022.

VILLAGE OF VILLA PARK

President, Village of Villa Park

ATTEST:

Clerk, Village of Villa Park

ADOPTED this 25th day of April, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

DRAFT AIA® Document B132™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the day of month in the year first written below (signature page).

»
(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

«Village of Villa Park »« »
«20 S. Ardmore Avenue »
«Villa Park, IL 60181 »
« »

and the Architect:
(Name, legal status, address, and other information)

«Williams Architects »« »
«500 Park Boulevard, Suite 800 »
«Itasca, IL 60143 »
« »

for the following Project:
(Name, location, and detailed description)

«Basic Architectural and Engineering Services for the Village of Villa Park Lions
Community Center »
« »
« »

The Construction Manager:
(Name, legal status, address, and other information)

«Unknown at the time of this Agreement. »« »
«To be determined by Owner, with Architect's assistance. »
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: _____ (910578499)

Field Code Changed

1

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«Per Exhibit A ("LOPA") dated 8 March 2022 »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

« Per Exhibit A ("LOPA") dated 8 March 2022 »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

«Hard Site and Building Construction Budget of \$15,790,000 »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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User Notes:

(910578499)

« TASK	START	END
• Pre-Design - Completed	09 Dec. 2021	14 Feb. 2022
o Data Collection / Kick-Off Meeting		
o Initial Concept Design Program, Layout & Budget Review/Validation		
o Preliminary Design Refinements (Site Plans, Floor Plans, Budget)		
o Public Input (3 Meetings)		
(29 December 2021, 15 January 2022, 19 January 2022)		
o Final Preliminary Design for Board Approval		
(24 January 2022)		
o CMc selected (01 February 2022)		
• Basic A&E Services	15 Feb. 2022	30 Mar. 2024
o Schematic Design	01 Feb. 2022 - 01 May. 2022	
o Design Development	01 May. 2022 - 01 Aug. 2022	
o Construction/Permit Documents	01 Aug. 2022 - 01 Dec. 2022	
o Bidding	01 Dec. 2022 - 18 Jan. 2023	
• Awards & Construction Start	01 Feb. 2023	
• Substantial Completion (in compliance with Grant)		30 Mar. 2024
• Move-in / Training / Open to Public	01 Apr. 2024	01 May / Jun. 2024
»		

.2 Construction commencement date:

«01 February 2023 »

.3 Substantial Completion date or dates:

« 30 March 2024 (in compliance with Grant) »

.4 Other milestone dates:

«Move-in/training 01 April 2024
Open to the Public 01 June 2024 »

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

«Construction Manager as Advisor with Competitive bids for Sub-trade. »

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

«Unknown at the time of this Agreement. To be determined as mutually agreed upon by Owner, Architect and Construction Manager »

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

«Per Exhibit A ("LOPA") dated 8 March 2022. »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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3

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§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

«Michael Guerra, Interim Village Manager/Public Works Director »
«Village of Villa Park »
«20 S. Ardmore Avenue »
«Villa Park, IL 60181 »
« »
« »

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

«The Owner's Construction Manager as Advisor, which is unknown at the time of this Agreement. To be determined, with Architect's assistance. »

§ 1.1.10 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

«Unknown at the time of this Agreement. To be determined by the Owner, with Architect's assistance.
»

.2 Land Surveyor:

«Unknown at the time of this Agreement. To be determined by the Owner, with Architect's assistance.
»« »« »« »
« »
« »

.3 Geotechnical Engineer:

«Unknown at the time of this Agreement. To be determined by the Owner, with Architect's assistance.
»« »« »« »
« »
« »

.4 Other consultants and Contractors:

(List any other consultants and Contractors retained by the Owner.)

«Independent HVAC Commissioning & LEED Certification Commissioning:
Unknown at the time of this Agreement. To be determined by the Owner, with Architect's assistance. »

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

«Tom C. Poulos, AIA »
«CEO / Managing Principal »
«500 Park Boulevard, Suite 800 »
«Itasca, IL 60143 »
« »
« »

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User Notes: _____ (910578499)

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«Johnson Wilbur Adams, Inc. »« »
«330 S. Naperville Road, Suite 300 »
«Wheaton, IL 60187 »
« »
«Michael Wilbur, Principal »

.2 Mechanical, Plumbing, Fire Protection and Electrical Engineer:

«Millies Engineering Group »« »
«9711 Valparaiso Drive, Suite A »
«Munster, IN 46321 »
« »
«David Janney, Vice President »

§ 1.1.12.2 Consultants retained under Supplemental Services:

«.1 Interior Design:

Williams Interiors
500 Park Boulevard, Suite 800
Itasca, IL 60143

Carrie Kotera, Director of Interior Design

.2 Civil Engineer:

V3 Companies, Ltd.
7325 Janes Avenue
Woodridge, IL 60517

Ted Feenstra, Director of Land Development

«.3 Landscape Architecture:

Upland Design Ltd.
24042 W. Lockport St., Suite 200
Plainfield, IL 60544

Michelle Kelly, Principal Landscape Architect

«.4 Food Service:

Boelter Companies
945 N. Edgewood Ave.
Wood Dale, IL 60191

Robin Rada

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5

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User Notes: (910578499)

« .5 Low Voltage:

Sentinel Technologies
2550 Warrenville Rd.
Downers Grove, IL 60515

Jim Michalik, Design Consultant »

§ 1.1.13 Other Initial Information on which the Agreement is based:

«Per Exhibit A (“LOPA”) dated 8 March 2022 »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term “Contractors” refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term “Contractors” is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner’s own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

The Architect shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Village and authorized to transact business under the laws of the State of Illinois.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances (the “Standard of Care”). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than «One Million Dollars» (\$ «1,000,000») for each occurrence and «Two Million Dollars» (\$ «2,000,000») in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «One Million Dollars» (\$ «1,000,000») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 Umbrella or Excess Liability coverage of not less than \$1,000,000 for any one occurrence and subject to the same aggregate over the Comprehensive Automobile Liability and Commercial/Comprehensive General Liability coverages.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than «Five Hundred Thousand Dollars» (\$ «500,000») each accident, «» (\$ «») each employee, and «» (\$ «») policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «Two Million Dollars» (\$ «2,000,000») per claim and «Two Million Dollars» (\$ «2,000,000») in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the

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Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

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§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall prepare the Construction Documents based upon the final approved Design Development Documents and the Owner approved estimate of the Cost of the Work prepared by the Construction Manager. Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

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§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Contractors;
- .3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and
- .4 participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or

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omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

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§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.3.4 The Architect will not review waivers of lien from subcontractors nor investigate if sub-contractors and/or materials suppliers have received payment. The Architect shall not be responsible to determine the validity or legality of any lien waiver submitted by the Contractor(s).

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

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reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.)

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Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	Architect Assist Owner
§ 4.1.1.2 Programming	Architect (Completed) under Separate Agreement
§ 4.1.1.3 Multiple preliminary designs	Architect (Completed) under Separate Agreement
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect, Per Section 4.1.2.1.2
§ 4.1.1.10 Landscape design	Architect, Per Section 4.1.2.1.2
§ 4.1.1.11 Architectural interior design	Architect, Per Section 4.1.2.1.5
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Owner's Construction Manager
§ 4.1.1.14 On-site project representation	Architect, Per Sections 3.3.6 & 4.2.3
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect, Per Sections 1.1.12.2
§ 4.1.1.22 Telecommunications/data design	Architect, Per Sections 4.1.2.1.3
§ 4.1.1.23 Security evaluation and planning	Architect, Per Sections 4.1.2.1.3
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Unknown at the time of this Agreement. To be determined.
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Interior, Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Public/Board Zoning Meetings, submittals and Approvals	Architect Per Section 4.1.2.1.4
§ 4.1.1.29 Other Services provided by specialty consultants	Not Provided/Applicable

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

«§ 4.1.2.1.1 Fast-Track / Multiple Bid Releases

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Should multiple bid releases be utilized, the extra work associated with producing these documents, providing assistance for the Bidding and Negotiation Phases beyond the one included in the Basic Services, and any extra services required during the Construction Administration Phase shall be considered an Additional Service. The cost of the Additional Service is TBD.

§ 4.1.2.1.2 Civil Engineering and Landscape Architecture

No professional work for Civil Engineering, Landscape Architecture or other site related design services are included in the Basic Services. However, the Architect will assist the Owner in the coordination of these services. Should the Owner elect to have the Architect include these professional services in accord with Sections 4.1.1.9, 4.1.1.10 and 4.1.1.29, they will be provided as an Additional Service. The cost of the Additional Service is identified in Section 11.2.

§ 4.1.2.1.3 Low – Voltage, Telephone, Computer, Multimedia (Audio/Visual) and Other Special Systems:

The Architect is not responsible for the design and coordination of the telephone, computer, multimedia and other special systems not a part of the building's power, lighting, mechanical, fire suppression, and fire alarm systems. The Architect shall design conduits, electrical boxes and power to allow for the Owner designed systems. Should the Owner elect to have the Architect include these professional services in accord with Section 4.1.1.29, they will be provided as an Additional Service. The cost of the Additional Service is identified in Section 11.2.

§ 4.1.2.1.4 Public Board / Zoning Meetings, Submittals and Approvals

If the Owner requests assistance from the Architects as part of the zoning process, these services shall be considered an Additional Service. Should the Owner elect to have the Architect include these professional services in accord with Sections 4.1.1.28, they will be provided as an Additional Service. The cost of the Additional Service is identified in Section 11.2.

§ 4.1.2.1.5 Interior Design Services

Interior Design is limited to that outlined in Exhibit A (LOPA). Additional Interior Design services and/or bidding of furniture/signage shall be considered an Additional Service. Should the Owner elect to have the Architect include these professional services in accord with Sections 4.1.1.11 and 4.1.1.27, they will be provided as an Additional Service. The cost of the Additional Service is identified in Section 11.2.

§ 4.1.2.1.6 Measured Drawings, Field Verification and Documentation of Existing Conditions

Should the existing conditions drawings provided by Owner to Architect lack required information, has inconsistencies, or if additional information is necessary and the Owner cannot provide such documentation to the Architect, the Architect can field verify existing conditions and create measured drawings and documentation for the project. These services shall be considered an Additional Service. Should the Owner elect to have the Architect include these professional services in accord with Sections 4.1.1.4 and 4.1.1.5 they will be provided as an Additional Service. The cost of the Additional Service is identified in Section 11.2.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

«Per Exhibit A ("LOPA") dated 8 March 2022. »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of entities providing bids or proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «Two» («2») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors

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- .2 «On an average of one visit every two weeks for a total of Twenty-Eight (28)» visits to the site by the Architect during construction
- .3 «One» («1») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «One» («1») inspections for any portion of the Work to determine final completion
- .5 One (1) 11 month warranty inspection of the work.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within «three » («3») years of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information s necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.17 Force Majeure

In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, other act of God, war, act of terrorism, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, public health emergency such as infectious disease or pandemic, governmental order or directive, failure of any governmental agency or Owner to furnish information or to approve or disapprove the Architect's work or any other cause beyond the reasonable control of the Architect's time for completion of the Architect's service, shall be extended by the period of resulting delay.

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§ 5.18 Indemnification

The Owner may choose to act as its own contractor or may otherwise choose to materially deviate during construction from the construction documents prepared by the Architect. If such action by the Owner occurs, the Owner hereby indemnifies and holds harmless the Architect, its employees and consultants from and against all claims, damages, losses and expense, including but not limited to attorneys' fees and economic damages arising out of, in connection with, or resulting from the performance (or failure to perform) of the Owner, where there has been a material deviation from any document prepared by Architect or where there has been a failure to follow any material written recommendation of the Architect. In the event that the Architects, its employees and consultants are required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and cost incurred by the indemnified party in bringing that action, if the indemnity is granted.

The Architect shall defend (to the extent covered by general liability insurance required by this Agreement), indemnify and hold harmless the Village, its officials, employees and volunteers against all injuries, deaths, loss, damages, liabilities, judgments, reasonable costs and expenses, resulting from third party claims and suits which may in any way accrue against the Village, its officials, employees and volunteers, to the extent caused by the negligent or willful misconduct in performance of these services by the Architect, its employees, or subcontractors, except that arising out of the negligence or willful act of the Village, its officials, employees and volunteers. The Architect shall, at its own expense, appear and defend (to the extent provided above) and pay all reasonable charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith to the extent of Architect's obligation of indemnity as specified above; and, if any judgment shall be rendered against the Village, its officials, agents, employees and volunteers, in any such action, the Architect shall, at its own expense, satisfy and discharge the same to the extent of Architect's obligation of indemnity as stated above. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Architect to indemnify the Village, its officials, agents and employees for their own negligent acts or omissions. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render this provision void or unenforceable.

§ 5.19 Construction General Conditions

The Owner agrees to require the following paragraph to be made a part of the General Conditions for the Construction of the Project:

"In performing its obligations for the Owner, the Architect and their consultants may cause expense for the Construction Manager, Contractors or the subcontractors. However, Construction Manager, Contractors, the subcontractors and sureties shall maintain no direct action against the Owner or Architect, consultants, their agents and employees, for any claim arising out of, in connection with or resulting from the Work performed or required to be performed. Only the Owner shall be the beneficiary of any undertaking by the Architect, its consultants, their agents and employees."

§ 5.20 Contractor's Obligation to Insure for Bodily Injury Claims:

The Owner will require the Contractors responsible for construction to purchase insurance to cover claims and expenses asserted against Architect, its employees and consultants for bodily injury, sickness, disease, or death caused by any negligent act or omission of the Contractors, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

§ 5.21 The Owner shall furnish the services of a scheduling consultant or require such services of the Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.22 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing

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such transmissions. The documents in electronic file format will be provided upon request. The information is proprietary in nature, and shall only be utilized for the Project. All drawing information contained therein, including but not limited to blocks, symbol libraries, details, etc. shall may not be reproduced, sold, distributed or utilized in any form on other projects without the express written permission of the Architect. Due to the unsecured nature of these electronic files and inability of the originator to establish controls over the use thereof, the Architect or Owner assumes no responsibility for any consequences arising out of the use of the data. It is the sole responsibility of the user to check the validity of all information contained. The user shall, at all times, refer to the author provided hard copy, or in the case of the Architect's Instrument of Service, the signed and sealed construction documents for the project. The user shall assume all risks and liabilities resulting from the use of electronic file data

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3. The Architect's duty to indemnify the Owner under this Section 5.18 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ [« »] Arbitration pursuant to Section 8.3 of this Agreement

☒ [«X»] Litigation in a court of competent jurisdiction

☐ [« »] Other: (Specify)

☐ [« »]

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations

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purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. In the event the Agreement is terminated due to Architect's

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default, Architect shall be paid for all services properly performed and all expenses properly incurred as of the effective date of termination less actual damages incurred by Owner to the extent caused by the default.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

«Ten percent (10%) of the remaining unbilled fee, up to a maximum amount of Twenty Five Thousand Dollars (\$25,000.00). »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Unless otherwise disclosed and arranged for disposal, the Owner represents to the Architect that no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located on the Project site or adjacent thereto. Further, within the definition of such statutes or regulations, no part of the Project site or adjacent real estate, including the ground water located thereon, is presently contaminated with such substances.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the

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completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1, except if disclosure is required by law. This Section 10.8 shall survive the termination of this Agreement. All obligations of confidentiality and all restrictions on the use of confidential information shall remain in effect for a period of three (3) years following the effective date of this Agreement. Architect's confidentiality obligations hereunder will not apply to information in the public domain or information lawfully acquired from others on a non-confidential basis.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Contractor's Certification Form attached hereto as Exhibit B and incorporated herein, shall be executed by Architect and it is agreed among the parties that the assurances contained in the Contractor's Certification are each a material representation of fact upon which reliance is placed by the Village in entering into this Agreement with the Architect.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

«Architect's compensation for Basic Services shall be One Million Two Hundred Thirty-One Thousand Six Hundred Thirty Dollars **(\$1,231,630.00)**.

The above noted fee is based upon \$15,790,000 Hard Site and Building Construction Budget. If the project material scope and the associated construction budget increase through the design process beyond the established \$15,790,000 value and the Village of Villa Park approves the same, our Fee will increase at Seven and Eight Tenths percent (7.8%) of the value of the Project that exceeds the established \$15,790,000 for the hard construction cost. This increase shall be added to the previously identified Fee listed above.

Architect's Compensation for Additional Services shall be as follows:

Interior Design (Materials/Color Selection)	\$ 28,000.00
Civil Engineer	\$ 60,000.00
Landscape Architect	\$ 18,000.00
Low Voltage	\$ 15,000.00
Food Service Consultant	\$ 10,000.00
Management and Coordination Fee (15%)	\$ 15,450.00*
* No mark-up included on Interior Design Services	
Total Specialty Add Service Sub-Consultant Fees	\$ 146,450.00

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ARCHITECT'S TOTAL A & E FEE**\$ 1,378,080.00**

See Section 11.2 for additional information. »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Architect's Compensation for Additional Services shall be as follows:

Interior Design (Materials/Color Selection):	\$ 28,000.00
Civil Engineer	\$ 60,000.00
Landscape Architect	\$ 18,000.00
Low Voltage	\$ 15,000.00
Food Service Consultant	\$ 10,000.00
Management and Coordination Fee	\$ 15,450.00
Total Additional Service Fees	\$ 146,450.00»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

«At an hourly rate for a fixed fee for the scope at hand, as mutually agreed upon between the Owner and Architect, which is unknown at the time of this Agreement. »

§ 11.4 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«Nineteen»	percent (	«19»	%)
Design Development Phase	«Sixteen»	percent (	«16»	%)
Construction Documents Phase	«Forty-Three»	percent (	«43»	%)
Bidding/Negotiation Phase	«Two »	percent (	«02»	%)
Construction Phase	«Twenty»	percent (	«20»	%)
Total Basic Services Phase	One-hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.5 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.5.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.6 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

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Employee or Category	Rate (\$0.00)
Principal II	\$ 243.00 / Hour
Principal I	\$ 224.00 / Hour
Associate Principal	\$ 206.00 / Hour
Senior Associate / Senior Project Manager	\$ 202.00 / Hour
Associate / Project Manager	\$ 184.00 / Hour
Architect III	\$ 163.00 / Hour
Architect II	\$ 150.00 / Hour
Architect I	\$ 135.00 / Hour
Senior Project Coordinator II	\$ 163.00 / Hour
Senior Project Coordinator I	\$ 150.00 / Hour
Project Coordinator IV	\$ 123.00 / Hour
Project Coordinator III	\$ 112.00 / Hour
Project Coordinator II	\$ 95.00 / Hour
Project Coordinator I	\$ 82.00 / Hour
Project Technician II	\$ 64.00 / Hour
Project Technician I	\$ 49.00 / Hour
Aquatic Engineer II	\$ 194.00 / Hour
Aquatic Engineer I	\$ 148.00 / Hour
Director of Marketing	\$ 181.00 / Hour
Marketing Coordinator	\$ 131.00 / Hour
Accounting	\$ 174.00 / Hour
Secretarial	\$ 123.00 / Hour
Clerical	\$ 87.00 / Hour
Director of Interior Design	\$ 165.00 / Hour
Interior Designer V	\$ 129.00 / Hour
Interior Designer IV	\$ 108.00 / Hour
Interior Designer III	\$ 84.00 / Hour
Interior Designer II	\$ 71.00 / Hour
Interior Designer I	\$ 49.00 / Hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «zero» percent («0» %) of the expenses incurred. This provision controls and overrides any conflicting provision provided in Exhibit A ("LOPA").

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

«To Be Determined. »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «zero» (\$ «0») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of «To Be Determined» (\$ «TBD») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «thirty» («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

«Payments and interest shall be made in accordance with the Illinois Local Government Prompt Payment Act. » « »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

«§ 12.1 **Limited Liability Entity.** The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or employee of the Architect in the execution or performance of this Agreement, shall be made against the entity and not against any of their individual directors, officers or employees.

§12.2 **Responsibility for Code Compliance.** The Architect shall exercise the Standard of Care to conform the final Drawings and Specifications to applicable building codes existing on the date of completion of the final Drawings and Specifications. However, the Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of the building permit, modifications to the Drawings or Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation of the Code Authority, the Architect shall make the required modifications, but the cost of such modifications shall be compensated as an Additional Service at a mutually agreed upon fee between the Owner and Architect per Section 11.3. The parties acknowledge that submittal of Drawings and Specifications for permit routinely results in comments, questions and change requests by the Code

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Authority, and the Architect shall make such changes and/or provide the requested information as a Basic Service. Nothing contained herein shall relieve the Architect of its obligation to modify at its own expense Plans and Specifications where the Architect has negligently failed to prepare them in compliance with the applicable government requirements.

§ 12.3 Americans With Disabilities Act. The Architect shall exercise the Standard of Care to conform the Construction Documents to the requirements known to similarly situated architects with the Americans With Disabilities Act Accessibility Guidelines ("ADAAG"). The Owner and Architect further recognize that interpretations of the ADAAG by governmental officials and/or courts of law may evolve, vary or change. Should such evolution, variance or change require Architect to make modifications to the final Drawings or Specifications, such modifications shall be considered an Additional Service at a mutually agreed upon fee between the Owner and Architect, per Section 11.3. The Owner shall be solely responsible for compliance with the provisions of the Americans With Disabilities Act for any areas outside the scope of the Project. The Owner and Architect further recognize that interpretations of the ADAAG by governmental officials and/or courts of law may evolve, vary or change. Should such evolution, variance or change require Architect to make modifications to the Drawings or Specifications, such modifications shall be considered an Additional Service at a mutually agreed upon fee between the Owner and Architect, per Section 11.3..

§ 12.4 Electronic Media. The license under this Agreement for Instruments of Service is only for information contained on printed documents. However, for the Owner's convenience, the Architect may also furnish such information in electronic media. The parties acknowledge that untraceable changes from causes not the fault of Architect may sometimes occur in the information on electronic media, caused by the media conversion and changes in software. In such event, the Owner agrees to release, and for third party claims, to indemnify the Architect, its employees and consultants from and against all claims, losses and expenses (including reasonable attorneys defense fees and those incurred to enforce this obligation) arising out of, resulting from or in connection with any deviations of the information in electronic media from that in the printed documents. This release and indemnity shall survive the termination of this Agreement. The Owner shall have the right to request the Architect to furnish to Construction Manager, Contractors, subcontractors, sub-subcontractors and material or equipment suppliers to utilize portions of the Instruments of Service for use in the execution of their portion of the Work. The Architect shall be compensated by the Construction Manager, Contractors, subcontractors, sub-subcontractors and material or equipment suppliers for these electronic files of the Instruments of Service. »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

1. AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
2. AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

3. Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[☒] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

«Unknown at the time of this Agreement. To be determined (TBD). »

[☒] Other Exhibits incorporated into this Agreement:

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(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

«Exhibit A (“LOPA”) dated 8 March 2022»
Exhibit B Contractor’s Certification »

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement is entered into as of the _____ day of _____ month in the year _____.

OWNER (Signature)

« »« »

(Printed name and title)

ARCHITECT (Signature)

«Tom C. Poulos, AIA
CEO / Managing Principal »« »

(Printed name, title, and license number, if applicable)

DRAFT AIA® Document E203™ – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the « » day of « » in the year « » is incorporated into the agreement (the “Agreement”) between the Parties for the following Project:
(Name and location or address of the Project)

«Village of Villa Park
Lions Community Center
20 S. Ardmore Avenue
Villa Park, IL 60181 »

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA
- 3 DIGITAL DATA PROTOCOLS
- 4 BUILDING INFORMATION MODELING PROTOCOLS
- 5 OTHER TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party’s scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party’s waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

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§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:
(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

Not applicable.

§ 1.4 Definitions

§ 1.4.1 **Building Information Model.** A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the “Model,” which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 **Building Information Modeling.** Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 **Model Element.** A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 **Authorized Uses.** The term “Authorized Uses” refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.5 **Model Element Author.** The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.6 **Digital Data.** Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.7 **Confidential Digital Data.** Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as “confidential.”

§ 1.4.8 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, “written” or “in writing” shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.9 **Written Notice.** In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, “written notice” shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.10 **Party and Parties.** The terms “Party” and “Parties” refer to the signing parties to the Agreement.

§ 1.4.11 **Project Participant.** A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

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§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data. Such Digital Data shall not be used on any other projects under future Agreements.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 Anticipated Types of Digital Data. The anticipated types of Digital Data to be used on the Project are as follows: (Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)

Anticipated Digital Data	Applicability to the Project (Indicate Applicable or Not Applicable)	Location of Detailed Description (Section 3.1.1 below or in an attachment to this exhibit and identified below)
Project Agreements and Modifications	Applicable	Section 3.1.1
Project communications	Applicable	Section 3.1.1
Architect's pre-construction submittals	Applicable	Section 3.1.1
Contract Documents	Applicable	Section 3.1.1
Contractor's submittals	Applicable	Section 3.1.1
Subcontractor's submittals	Applicable	Section 3.1.1
Modifications	Applicable	Section 3.1.1
Project payment documents	Applicable	Section 3.1.1
Notices and claims	Not applicable	
Building Information Modeling	Applicable	Article 4

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes (Enter #)
§ 3.1.1.1 Project Agreements and Modifications	W,	A	EMA	O	M	1

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Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes (Enter #)
	PDF					
§ 3.1.1.2 Project communications						
General communications	W	O, A, C	EM, EMA	O, A, C	R, I	
Meeting notices	W, PDF, O	O, A, C	EM	O, A, C	R	
Agendas	W, PDF	A, C	EM, EMA	O, A, C	R	
Minutes	W, PDF	A, C	EMA	O, A, C	R, I	
Requests for information	W, PDF	A, C	EMA	O, A, C	R, M	
Other:						
§ 3.1.1.3 Architect's pre-construction submittals						
Schematic Design Documents	PDF	A	FTP	O, C	R, I	1
Design Development Documents	PDF	A	FTP	O, C	R, I	1
Construction Documents	PDF	A	FTP	O, C	R, I	1
§ 3.1.1.4 Architect's Drawings and Specifications						
Contract Documents	PDF	A	FTP	O, C	S	1
Drawings	PDF	A	FTP	O, C	R, I	1, 2
Specifications	PDF	A	FTP	O, C	S	1
Other:						
§ 3.1.1.5 Contractor's submittals						
Product data						
Submitted by Contractor	PDF	C	FTP	C	M	
Returned by Architect	PDF	A	FTP	O, C	R	
Shop drawings						
Submitted by Contractor	PDF	C	FTP	C,	M	
Returned by Architect	PDF	A	FTP	O, C	R	
Other submittals: Performance / Testing Data	PDF	C	FTP	O, A	S	
§ 3.1.1.6 Subcontractor's submittals						
Product data						
Submitted by Subcontractor	PDF	SC	FTP	C	M	
Returned by Contractor	PDF	C	FTP	SC	M	
Shop drawings						
Submitted by Subcontractor	PDF	SC	FTP	C	M	
Returned by Contractor	PDF	C	FTP	SC	M	
Other Submittals: Performance / Testing Data	PDF	SC	FTP	C	S	
§ 3.1.7 Modifications						
Architect's Supplemental Instructions	PDF	A	EMA			
Requests for proposal	PDF	A	EMA			
Proposal	PDF	A	EMA			
Modification communications	PDF	A	EMA			
§ 3.1.8 Project payment documents	PDF	A, C	EMA			
§ 3.1.9 Notices and Claims	Via regular mail or delivery service					
Other:						
§ 3.1.10 Closeout documents	W, PDF, DWG	A, C	EMA, FTP	O, A	R, I	1
Record documents	W, PDF,	A, C	FTP	O, A	S	1, 2

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Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes (Enter #)
	DWG					

§ 3.2 PROJECT PROTOCOL TABLE DEFINITIONS

(Below are suggested abbreviations and definitions. Delete, modify or add as necessary.)

« Data Format:

(Provide required data format, including software version.)

DWG .dwg, Autodesk AutoCAD
RVT .rvt, Autodesk Revit
O Outlook, Microsoft®
PDF .pdf, Adobe Acrobat
W .docx, Microsoft® Word 2010

Transmitting Party:

O Owner
A Architect
C Contractor
SC Subcontractor

Transmission Method:

EM Via e-mail
EMA As an attachment to an e-mail transmission
PS Posted to Project Web site
FTP FTP transfer or file sharing website/service (i.e. Sharefile, OneDrive, Dropbox, etc.)

Receiving Party:

O Owner
A Architect
C Contractor

Permitted Uses:

(Receiving Party's permitted use(s) of Digital Data)

S Store and view only
R Reproduce and distribute
I Integrate (incorporate additional digital data without modifying data received)
M Modify as required to fulfill obligations for the Project

Notes:

(List by number shown on table.)

- Completed / Final.
- For record / use and integrated modification purposes only, as per the terms of the AIA Document E201-2007 Exhibit A, Section 013310 – Distribution of Architect's Electronic CAD Drawing Files And/ Or Building Information Model (BIM) Files. »

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.

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(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

« »

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use

§ 3.4.1 Prior to Establishment of Digital Data Protocols

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

☐ The Parties intend to use a centralized electronic document management system on the Project.

☒ The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.

(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant

Not applicable.

Project Milestone

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ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

- ☒ The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.
- ☐ The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 Anticipated Building Information Modeling Scope. Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

Project Portion for Modeling

Responsible Project Participant

§ 4.3 Anticipated Model Authorized Uses. Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.

§ 4.4 Ancillary Modeling Activities. Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.

(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

§ 4.5 Modeling Protocols. As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

§ 4.5.1 The Modeling protocols shall address the following:

- .1 Identification of the Model Element Authors;
- .2 Identification of the construction classification systems to be used on the Project;
- .3 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;
- .4 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;
- .5 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;
- .6 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and
- .7 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval.

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(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)

Not applicable.

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model.

§ 4.8 Model Management

§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project.

§ 4.8.2 Model Management Protocol Establishment. The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

- .1 Model origin point, coordinate system, precision, file formats and units
- .2 Model file storage location(s)
- .3 Processes for transferring and accessing Model files
- .4 Naming conventions
- .5 Processes for aggregating Model files from varying software platforms
- .6 Model access rights
- .7 Identification of design coordination and clash detection procedures.
- .8 Model security requirements

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

- .1 Collect incoming Models:
 - .1 Coordinate submission and exchange of Models
 - .2 Create and maintain a log of Models received
 - .3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
 - .4 Maintain a record copy of each Model file received
- .2 Aggregate Model files and make them available for Authorized Uses
- .3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
- .4 Manage Model access rights

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

Field Code Changed

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User Notes: _____ (893739368)

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

Not applicable.

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility.

(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

Post-Construction Model	Applicability to Project (Applicable or Not Applicable)	Responsible Project Participant	Location of Detailed Description of Requirements and Services (Section 4.10 below or in an attachment to this exhibit and identified below)
§ 4.9.1 Remodeling	Not applicable		
§ 4.9.2 Wayfinding and Mapping	Not applicable		
§ 4.9.3 Asset/FF & E Management	Not applicable		
§ 4.9.4 Energy Management	Not applicable		
§ 4.9.5 Space Management	Not applicable		
§ 4.9.6 Maintenance Management	Not applicable		

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

Not applicable.

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

Not applicable.

Field Code Changed

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User Notes: (893739368)

EXHIBIT A

8 March 2022

Mr. Michael M. Guerra, P.E. / Interim Village Manager
Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181

Re: Village of Villa Park / Lions Community Center
Basic Architectural & Engineering (A&E) Services
WA No. 2021-053

LETTER OF PROPOSED AGREEMENT (LOPA)

Dear Michael:

It has been a pleasure working with the Village of Villa Park since 1996 on various Recreational Projects. We truly value our professional relationship and are excited about our current work on the Village of Villa Park Lions Community Center. As a result of our Pre-Design Phase efforts, which culminated into a unanimous Board decision on 14 February 2022 to proceed with the implementation of the Community Center, we are pleased to provide our Basic A&E Services for the Project. To that end, we have prepared this Letter of Proposed Agreement (LOPA), outlining our understanding of the opportunity to work with you, your staff, and your Board. We look forward to our continued involvement on the Project.

We have defined our proposed professional services and associated fees to perform Pre-Design and Basic A&E Services below.

ARCHITECTURAL TEAM MEMBERS

The following team members represent the Williams Architects critical Management Team; however, the services of many other talented professional and technical staff beyond those noted herein will also be utilized:

- Tom C. Poulos / Principal-In-Charge & Design
- Andrew Caputo / Managing Architect
- Anna M. Szybowski / Project Designer
- Andreas Symeonides / Project Architect
- Carrie A. Kotera / Interior Design

Please refer to the below noted Sub-Consultant & Engineering Team for the A & E Services on this Project as follows:

ARCHITECT'S BASE SERVICE CONSULTANTS

- Structural Engineering / Johnson Wilbur Adams, Inc.
- Mechanical, Plumbing, Fire Protection and Electrical Engineering / Millies Engineering Group

ARCHITECT'S SPECIALTY ADD SERVICE SUB-CONSULTANTS

- Interior Design / Williams Interiors
- Civil Engineering / V3 Companies
- Landscape Architecture / Upland Design
- Food Service / Boelter
- Low Voltage / Sentinel Technologies

OWNER'S DIRECT CONSULTANTS

Owner's Consultants contracted and coordinated by the Owner are as follows:

- Construction Manager (CMA) / TBD
- Surveying / TBD
- Geotechnical Soils and Material Testing / TBD
- Independent HVAC Commissioning & LEED Certification Commissioning
- Environmental (Not Anticipated) / TBD

PROJECT BACKGROUND & UNDERSTANDING OF PROJECT SCOPE

The Village of Villa Park and Williams Architects have recently completed the Concept Design for the DCEO Grant Opportunities related to the Village of Villa Park Lions Community Center Project.

The Village of Villa Park and Williams Architects have recently completed the Initial Concept Design for the proposed Lions Community Center. This initial Concept Design explored various options at Lions Park for a new Community Center to serve the residents of Villa Park.

The purpose of the Center is to enhance the residents and patrons recreational and community experiences by providing a state-of-the-art, multi-generational Community Center. This Project will meet the current and future needs of the Village of Villa Park and enhance the quality of life within the community.

The Community Center project is defined within the findings and recommendations of the Conceptual Design Study and summarized within the Board Presentation dated 14 February 2022.

As a result of the recent DCEO award notification to the Village of Villa Park, Williams Architects will provide Basic A&E Services in accord with the Pre-Design Phase documentation, as presented at the Board Presentation on 14 February 2022.

For the purposes of this Project the Hard Site and Building Construction Budget shall be established as an estimated value of \$15,790,000.00. Additionally, we will provide our Professional Architectural and Engineering Services to comply with the terms and conditions of the DCEO Grant.

APPROACH & SCOPE OF SERVICES

The following narrative and scope of services to be performed by the Architect and Engineering Consultant Team shall be completed in accordance with generally accepted standards of care in the Architectural Practice and shall include the services and supplies to complete the following tasks:

**Pre-Design Architectural & Engineering (A & E) Services for Project Implementation-
COMPLETED 14 FEBRUARY 2022 UNDER SEPARATE AGREEMENT:
(Seven (7) total meetings)**

Pre-Design Phase- COMPLETED 14 FEBRUARY 2022, FOR REFERENCE PURPOSES ONLY:

Data Collection / Kick-off:

We will review the details of the work plan with the Senior Staff and other participants deemed appropriate by the Owner's identified Project Manager. We will follow the aforementioned with a Project kick-off meeting which will address the following:

- Assist Owner to define Project goals and objectives.
- Review and establish comprehensive project timeline (Design Validation).
- Establish a milestone schedule for the Project, including development of a meeting matrix and meeting agenda.
- Identify data / documentation (data collection) to be provided by Owner for the Project Consulting Team to review.

- Assist the Village of Villa Park in preparing an RFP and Selecting a Construction Manager as a Constructor (CMc) with GMP for this Project.

Includes one (1) meeting with Staff

Public Input:

We will engage the Village of Villa Park residents through a series of Community Input meetings as follows:

- 29 December 2021
- 15 January 2022
- 19 January 2022

Includes three (3) Public meetings at Village Hall with the potential for expanded Zoom coverage.

Concept Design Program Review / Validation:

Work with the Village to review / validate the Building Space Program, in order to ensure there are no overlaps or gaps between program areas and the associated space requirements regarding the same. Additionally, we will:

- Further develop and formalize the Building Space Program.
- Review and validate the Project budget, and describe anticipated scope of work, as it relates to the facilities program elements / areas.

Includes one (1) meeting with Staff

Concept Design Planning Review / Validation:

With the previous information obtained, we will develop a refined Concept Design which will depict the organization and adjacency of spaces within the proposed facility.

Furthermore, the deliverables for the refined Concept Design Planning Solution shall include the following:

- Site Plan with Ground Floor Plan outline.
- Floor Plans depicting Programs and Adjacencies
- Order of Magnitude Cost Estimate.

Includes two (2) workshop meetings with Staff

Upon completion of the Pre-Design Phase Services, Williams Architects' will transition into Basic A & E Services. Additionally, we will augment our Project Consulting Team with the balance of the Consultants, as previously noted herein. Toward that end, we will provide:

**Basic Architectural & Engineering (A & E) Services for Project Implementation:
(Anticipate Forty-Nine (49) total meetings)**

Schematic Design Phase:

- Establish a Design Philosophy for the Project.
- Define existing surface conditions to be protected, modified and/or demolished.
- Review Owner's existing Project Site information, including current survey and Geotech information for the Project Site.
- Review previously prepared program data and preliminary design and incorporate into design criteria.
- Preparation of Architectural Program defining elements to be included within Project.
- Include information related to current and desired pedestrian circulation patterns.
- Research applicable local zoning requirements and/or procedures potentially required to secure approval(s) for Project by local governmental officials.
- Preparation of refined Project Schedule from Design through Construction.
- Preparation of Preliminary Estimate of Probable Construction Cost based on Owner's Facility scope and program. Additionally, compare the Williams Architects' estimate with that of the Construction Manager's estimate and establish a basis of budget.
- Review and determine Mechanical, Electrical, Plumbing and other specialty systems for the facility.
- Preparation of Schematic Design Site Plan(s) graphically defining design intent. Plans shall include location and configuration of proposed building(s), facilities, entrance/exit driveways, pedestrian walkways and signage.
- Preparation of outline specifications.

- Preparation of Written Executive Summary of the Phase.
- Final review with the Owner.

Includes five (5) meetings with Staff and one (1) Board Presentation for a total of six (6) meetings

Design Development Phase:

- Based upon Schematic Design Phase Documents, further develop floor plans, elevations and site plans.
- Further develop main components of Mechanical, Electrical, Plumbing and other related specialty systems for the facility.
- Interior Design.
- Further refine documents / deliverables.
- Review Construction Manager's Project cost estimate and refine scope of work documentation in compliance with Project budget.
- Final review.

Includes six (6) meetings with Staff

Construction Documents Phase:

- Preparation of Contract Documents consisting of drawings and specifications as required to secure a building permit and proceed with bidding and construction of the Project.
- Revise Design Phase Estimate of Probable Construction Cost as required to reflect that defined within the Contract Documents.
- Interior Design documentation.
- Review Construction Manager's Project cost estimate and refine scope of work documentation in compliance with Project budget.
- Final review with the Owner.
- Submit and obtain Permits.

Includes Four (4) meetings with Staff

Bidding and Negotiations Phase:

- Assist Construction Manager in the preparation/issuance of Contract Documents to bidders.
- Respond to questions and provide clarifications to bidders.
- Issue Addendums and/or clarification to bidders.
- Attend One (1) pre-bid conference/meeting and One (1) bid opening/meeting. Architect's attendance at additional conferences and/or bid opening meetings shall be considered an Additional Service.
- Assist Construction Manager in preparing bid summary and recommendations to Owner.

Includes Two (2) meetings with Staff

Construction Administration Phase:

- Architect's Basic Services during the Construction Phase shall include attendance at not more than twenty-eight (28) On-Site Project Meetings with Owner and Contractor (Construction Manager) combined with a site observation visit to become generally familiar with the progress and quality of the completed construction work for general compliance with Construction Documents. The Architect shall report to the Owner nonconforming work observed during such visits. Architect's attendance at additional OAC meetings or additional site observation visits shall be considered an Additional Service. The Architect shall not be responsible for means, methods, techniques or sequences of construction or for safety programs or precautions in connection with the construction work.
- Architect shall have the authority to reject construction work that does not conform to the Construction Documents.
- We are anticipating a fourteen (14) month Construction Phase duration for this Project. Construction Phase duration for the Architect's Services shall be that period of time from commencement of construction through sixty (60) days following date of Architect's issuance of a Certificate of Substantial Completion.
- The Architect shall review and respond to written requests for information ("RFI's") from the Contractor seeking an interpretation or clarification of the Construction Documents in writing within a reasonable time.
- The Architect shall review Contractor submittals and shop drawings for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and

process Contractor's submittals and Shop Drawings.

- Interior design material and color submittals and shop drawing review.
- Interior submittals and shop drawing review.
- The Architect shall review in conjunction with a site observation visit the Contractor's Applications for Payment and process Contractor's Applications for Payment. Such review is to check for quantity of construction work which the Contractor has indicated is completed in the Application for Payment. The Architect shall not be responsible for obtaining or checking lien waivers provided or required.
- The Architect shall prepare Change Orders for Owner's approval and execution.
- The Architect shall visit Project Site to prepare One (1) Punch-List, issue Certificate of Substantial Completion and attend One (1) follow-up site meeting within 60-days of Substantial Completion to review completion of Punch-List. Architect's attendance at additional site meetings intended for Punch-List reviews shall be considered an Additional Service.
- The Architect shall conduct an 11-month walk-through of the facility to determine any outstanding warranty items.

Includes Thirty-one (31) Project site meetings

SCHEDULE MANAGEMENT & PROPOSED PROJECT SCHEDULE

Williams Architect's procedure for maintaining project schedules includes defining a very specific step-by-step process with the Village of Villa Park at the beginning of the Project. With this ongoing series of deadlines to meet, it has allowed us to maintain excellent results in achieving our project deadlines. We take great effort to carefully plan out all the meetings, work tasks and project milestones for a Project. We do this because it has greatly enhanced our ability to keep our projects moving forward with no surprises to our clients. To that end, we have prepared the following preliminary schedule, and will work with the Village to ensure the Project Schedule meets your goals and objectives.

TASK	START	END
• Pre-Design - Completed	09 Dec. 2021	14 Feb. 2022
o Data Collection / Kick-Off Meeting		
o Initial Concept Design Program, Layout & Budget Review/Validation		
o Preliminary Design Refinements (Site Plans, Floor Plans, Budget)		
o Public Input (3 Meetings)		
(29 December 2021, 15 January 2022, 19 January 2022)		
o Final Preliminary Design for Board Approval		
(24 January 2022)		
o CMc selected (01 February 2022)		
• Basic A&E Services	15 Feb. 2022	30 Mar. 2024
o Schematic Design	01 Feb. 2022 - 01 May. 2022	
o Design Development	01 May. 2022 - 01 Aug. 2022	
o Construction/Permit Documents	01 Aug. 2022 - 01 Dec. 2022	
o Bidding	01 Dec. 2022 - 18 Jan. 2023	
• Awards & Construction Start	01 Feb. 2023	
• Substantial Completion (in compliance with Grant)		30 Mar. 2024
• Move-in / Training / Open to Public	01 Apr. 2024	01 May / Jun. 2024

TOTAL PROFESSIONAL PROJECT SERVICE FEES

The compensation to the Architect by the Village of Villa Park shall be paid on a fee basis, as described below, for the Scope of Services performed in accordance with the enclosed compensation breakdown. The Architect shall bill the Village on a monthly basis for the percentage of services / work performed for the previous month's time. Time will be in accord with the enclosed Rate Table.

We respectfully propose our Professional Services fees as follows:

BASE A & E SERVICES FEE **\$ 1,231,630.00**

- Total Hard Construction Cost of \$15,790,000.00 x 7.8%

ARCHITECT'S SPECIALTY ADD SERVICE SUB-CONSULTANTS

- Interior Design (Materials/Color Selection) \$ 28,000.00
- Civil Engineer \$ 60,000.00
- Landscape Architect \$ 18,000.00
- Low Voltage \$ 15,000.00
- Food Service Consultant \$ 10,000.00
- Management and Coordination Fee (15%) \$ 15,450.00*

* No mark-up included on Interior Design Services

Total Specialty Add Service Sub-Consultant Fees **\$ 146,450.00**

ARCHITECT'S TOTAL A & E FEE **\$ 1,378,080.00**

The above noted fee is based upon a \$15,790,000 Hard Site and Building Construction Budget. If the project material scope and the associated construction budget increase through the design process beyond the established \$15,790,000 value and the Village of Villa Park approves the same, our Fee will increase at Seven and Eight Tenths percent (7.8%) of the value of the Project that exceeds the established \$15,790,000 for the hard construction cost. This increase shall be added to the previously identified Fee listed above.

Should any Architect's Specialty Consultants be affected by Owner approved scope increase, we will compensate the said Consultant(s) at a mutually acceptable fee.

Our fee will be distributed in the below noted percentages:

Base (A&E) Services:

Schematic Design	19.0%
Design Development	16.0%
Construction Documents / Permitting	43.0%
Bidding / Negotiation	2.0%
Construction Administration	20.0%
	100.0%

Our work will be provided on a percentage of work completed basis from the rate table below. Any Additional Services authorized by the Owner and approved in writing will be provided on an hourly or mutually accepted fixed fee basis from the rate table below. These rate tables are revised the beginning of June each year.

The Architect shall bill the Village on a monthly basis for the percentage of services / work performed for the previous month's time. Time will be in accord with the enclosed Rate Table.

Rate Table

Principal II	\$ 243.00/Hour
Principal I	\$ 224.00/Hour
Associate Principal.....	\$ 206.00/Hour
Senior Associate/Senior Project Mgr.	\$ 202.00/Hour
Associate / Project Manager	\$ 184.00/Hour
Architect III	\$ 163.00/Hour
Architect II	\$ 150.00/Hour
Architect I	\$ 135.00/Hour
Senior Project Coordinator II.....	\$ 163.00/Hour
Senior Project Coordinator I.....	\$ 150.00/Hour
Project Coordinator IV.....	\$ 123.00/Hour
Project Coordinator III	\$ 112.00/Hour
Project Coordinator II	\$ 95.00/Hour
Project Coordinator I.....	\$ 82.00/Hour
Project Technician II.....	\$ 64.00/Hour
Project Technician I.....	\$ 49.00/Hour
Aquatic Engineer II.....	\$ 194.00/Hour
Aquatic Engineer I.....	\$ 148.00/Hour
Director of Marketing.....	\$ 181.00/Hour
Marketing Coordinator	\$ 131.00/Hour
Accounting	\$ 174.00/Hour
Secretarial	\$ 123.00/Hour
Clerical	\$ 87.00/Hour
Director of Interior Design	\$ 165.00/Hour
Interior Designer V	\$ 129.00/Hour
Interior Designer IV	\$ 108.00/Hour
Interior Designer III.....	\$ 84.00/Hour
Interior Designer II.....	\$ 71.00/Hour
Interior Designer I.....	\$ 49.00/Hour

CONTINGENT OPTIONAL ADDITIONAL SERVICES

Professional services excluded from, or that noted within this LOPA, can be provided on an hourly, or mutually agreed upon fixed fee basis, as requested by the Village in accordance with the rate table herein.

REIMBURSABLE EXPENSES:

In addition to our professional services, we shall also invoice the client for our Project related Reimbursable Expenses at a 1.15 multiplier. Project related Reimbursable Expenses include such items as vehicle mileage, tolls & parking, printing, copies, photography, renderings / slides, fax, postage / messenger / overnight courier, direct miscellaneous Project supplies, etc..

CLOSING

Thank you again for this wonderful opportunity to provide our Professional Services to the Village of Villa Park. If you are in agreement with the terms of this Letter of Proposed Agreement (LOPA), please sign and date below, and return one original to our office. Upon receipt of an executed Letter of Proposed Agreement, we will be ready to commence with the defined Architectural Services, and we will incorporate this Letter of Proposed Agreement into a formal Owner-Architect AIA Agreement, mutually agreeable to the Village of Villa Park and Williams Architects. In the meantime, it is understood that the general terms contained within this proposal herein are in keeping with the Architect's Standard of Care. We are ready to commence with our services immediately. We anticipate a wonderful professional relationship and a successful Project outcome that will serve the Village of Villa Park residents.

If you have any additional questions or comments, please do not hesitate to contact me at your earliest convenience.

Cordially,



Tom C. Poulos, AIA
CEO / Managing Principal

CC: Greg Gola / Village of Villa Park Parks & Recreation Department
Andrew Caputo / Williams Architects
Sonja L. Sporleder / Williams Architects

ACCEPTED BY:

Printed Name and Title – Village of Villa Park Authorized Representative

Village of Villa Park Authorized Signature

Date

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EXHIBIT B

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Architect are each a material representation of fact upon which reliance is placed by the Village of Villa Park in entering into the agreement with the Architect. The Village of Villa Park may terminate the agreement if it is later determined that the Architect rendered a false or erroneous assurance.

I, Tom Poulos, hereby certify that I am the Chief Executive Officer / Managing Principal of Williams Architects ("ARCHITECT") and as such hereby represent and warrant to the Village of Villa Park, a unit of local government, as follows:

1. The ARCHITECT certifies that the ARCHITECT, its shareholders holding more than five percent (5%) of the outstanding shares of the ARCHITECT, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
 - e. in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the ARCHITECT shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the

area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ARCHITECT's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ARCHITECT in its efforts to comply with such Act and Rules and Regulations, the ARCHITECT will promptly so notify the Illinois Department of Human Rights; and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated

on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.

(8) ARCHITECT (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that ARCHITECT will retain such certifications in its files.

(9) In the event of the ARCHITECT's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the ARCHITECT may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.

g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ARCHITECT may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

h. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ARCHITECT's workplace.

(b) Specifying the actions that will be taken against employees for violations of such prohibition.

- (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ARCHITECT's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph 1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph 1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining

agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

- j. not a VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official.
- k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ARCHITECT.
- l. not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
- m. the ARCHITECT acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this AGREEMENT are considered a public record of the VILLAGE; and therefore, the ARCHITECT shall review its records and promptly produce to the VILLAGE any records in the ARCHITECT'S possession which the VILLAGE requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the ARCHITECT shall produce to the VILLAGE such records within three (3) business days of a request for such records from the VILLAGE at no additional cost to the VILLAGE.

2. If any certification made by the ARCHITECT changes, the ARCHITECT shall notify the VILLAGE in writing within seven (7) days.

Dated: _____

Contractor: _____

By: _____
Tom Poulos

Title: Chief Executive Officer / Managing Principal

Village Board of Trustees Agenda Item Report

Meeting Date: April 25, 2022

Submitted by: Suzanne McVey

Submitting Department: Village Manager's Office

Item Type: Resolutions

Agenda Section: Resolutions

Subject:

A Resolution of the Village of Villa Park, DuPage County, Illinois Approving the Fiscal Year 2022 Safety Incentive Program and Safe Driver Program

Suggested Action:

The Village Safety Committee is recommending the continuation of the Safety Incentive and Safe Driver programs for 2022. The program has been in place since 1993 and annually establishes safety goals for each department. For 2022, the overall goal is no more than 500 days lost by all Village employees. The department targets are based on a five year average of time lost and the twenty-five percent reduction. For meeting their targets, employees receive a day off or a \$50 reward. Employees who operate a Village owned or Village approved vehicle who do not have any chargeable driving accidents in the 2022 calendar year will receive a Safe Driver Award. For the 2021, all departments met the established targets with a total of 4 chargeable accidents resulting in 24 lost days. The Safety Committee recommends approval of the 2022 Safety Incentive and Safe Driver Program.

Attachments:

[MEMORANDUMsafety Programs 2022.pdf](#)

[RESOLUTION SAFETY 2022.doc](#)

[Safety Incentive Program 2022](#)

[Safe Driver Program.pdf](#)

[5 Year Safety Stats 2021.pdf](#)



Village of Villa Park

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TO: Michael Guerra., Interim Village Manager

FROM: Suzanne McVey, Assistant Village Manager

DATE: April 22, 2022

SUBJECT: ANNUAL UPDATE OF THE VILLAGE'S SAFETY INCENTIVE PROGRAMS

**STATEMENT
OF PROBLEM**

At the end of the calendar year safety programs are completed and it is again time for the Village Safety Committee to present the Village Board with a general safety update and to report on the results of the Safety Incentive Program. The Safety Committee is recommending in 2022 a continuation of the Safety Incentive Program and the Safe Driver Program. The programs are already included in the CY'22 Budget. The Safety Committee would like to ask the (4) Labor Unions for their participation in the recommended program. Fulltime and regular part-time employees are currently eligible to participate. Union endorsement is requested because of the economic benefits of the program.

**INVESTIGATION
OF PROBLEM**

The Village Safety Committee annually compiles their goals and objectives for the upcoming calendar year (2022) at their year-end meeting. As usual, our main goal is to reduce the number of job related injuries and vehicle accidents from the previous five years' average. Of course, our ultimate goal is to have zero injuries and vehicle accidents, however, this is difficult considering the nature of the job duties of approximately 136 full time and 38 part-time and seasonal employees. One of the committee's goals is to once again offer a Safety Incentive Program in 2022. This program rewards employees for working safely and thereby reducing the frequency and severity of job related injuries. The Safety Committee reviews and discusses all injuries to determine if they are preventable and therefore chargeable against the target. By reviewing all accidents, the committee looks for patterns or frequency of certain types of injuries.

The Safety Incentive Program has been in existence since 1993. In 2010, a revision included awarding an overall goal for the Village employees (no more than 500 days lost by all employees) and also set department goals. In addition, in order for a Department to meet its goal they must reduce the average number of days lost (based on the past five years of chargeable accidents) in their department by 25%. Chargeable days are assigned after the Safety Committee reviews the accidents and determines if the injury was preventable. This year the overall goal was met as a result of efforts to accommodate injured employees in light duty assignments and concentrate on returning injured workers to their jobs. The Public Works, Police, Fire and Parks and Recreation departments did reach their accident reduction goals. Unfortunately, Administrative departments did experience a few chargeable lost days and did not reach their zero loss goal.

During 2021, the Village saw 68 cases of COVID-19 related to the Omicron variant surge. Despite a large number of employee cases and exposure, only 3 cases were related to job related exposures. The Village continues to monitor COVID-19 related cases and regulations and promote safeguards to employees.

In 2021 the majority of eligible full-time employees opted for the half day off, which affects productivity since their pay is budgeted. If employees choose the \$50 (\$25 for part-time employees) award it would cost approximately \$7,750 in CY '22. The safe driver program will be less than \$1,750 which is the number of employees times \$10.

RECOMMENDATION It is recommended by the Village Safety Committee that the Village Board continue the safety incentive programs in 2022. If concurrence is obtained from the Village Board, we request approval of the Safety Incentive Program and Safe Driver Program by formal resolution at the April 25, 2022 Village Board Meeting in order to retroactively set 2022 goals and publicize for all eligible employees.

<u>DEPARTMENT</u>	<u>TARGET DAYS</u>	
Parks/Rec	Less than	7
PW	Less than	73
Police	Less than	1
Fire	Less than	33
Admin	Less than	1

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE SAFETY INCENTIVE PROGRAM
AND SAFE DRIVER PROGRAM**

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

WHEREAS, the President and Board of Trustees of the Village of Villa Park previously adopted Resolution No. 93-05, initiating the "Village of Villa Park Safety Incentive Program" to minimize losses due to job related accidents and to provide an incentive for employees to practice safety, both individually and collectively; and

WHEREAS, the Safety Committee, after reviewing the results of the Safety Incentive Program has recommended that the Safety Incentive Program as revised by Resolution No. 94-79, and approved by Resolution each year since 1994 be approved and implemented again for 2022; and

WHEREAS, the Safety Committee is also recommending the continuation of the Safe Driver Program to minimize losses due to vehicle accidents; and

WHEREAS, the President and Board of Trustees of the Village of Villa Park find that approval of the Safety Incentive Program and Safe Driver Program for 2022 is in the best interests of the citizens of Villa Park;

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

SECTION 1: That **VILLAGE OF VILLA PARK SAFETY INCENTIVE PROGRAM,** and **SAFE DRIVER PROGRAM** copies of which are attached hereto by reference as *Exhibit 1* are hereby approved, and the Village Manager is authorized and directed to implement same on behalf of the Village of Villa Park for the year 2022.

SECTION 2: That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

VILLAGE OF VILLA PARK

President, Village of Villa Park

ATTEST:

Clerk, Village of Villa Park

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote is follows:

AYES: _____

NAYS: _____

ABSENT: _____

VILLAGE OF VILLA PARK SAFETY INCENTIVE PROGRAM

The Goals and Objectives of the Employee Incentive Program are:

- A. To instill in the minds of each and every employee a concept that the safe way to perform a task is the most efficient and the only acceptable way;
- B. To reduce the frequency of accidents and more importantly, reduce the actual time lost due to accidents;
- C. To improve productivity due to a reduced amount of time lost and to reduce the financial risk to the Village as a result of accidents;
- D. To reward the employees when they collectively demonstrate a concern for their safety, the safety of others and meet the targets set by the Safety Committee.

This employee Safety Incentive Program will apply to all regular full-time employees, as defined as those employees working a minimum of 1950 hours annually. Regular part-time employees which include: crossing guards, part-time custodians, auxiliary police part-time clerical, and paid-on-call firefighters, will be eligible for a monetary reward. Part-time employees will not be eligible for time off. This plan shall apply only to employees who are employed by the Village at the time the program begins on an annual basis. The starting date for this program will be retroactive to January 1, 2022. Any employee hired after this date will not be eligible for the monetary or time off incentives.

The number of days that are lost due to chargeable work related accidents will be set for the entire Village. In 2022, this goal shall be 500 days. If the days lost by all employees exceeds this amount then the department incentive will not be awarded.

A safety goal will be established in each department based on a five year average of the actual time lost as a result of accidents. Each year, the five years preceding will be used to establish the new goal. The goal will be established no later than the last day of February in the new calendar year. If the safety goal is reached, the five year average will decline creating a lower safety goal each year.

To be eligible for the Incentive Program rewards, the employees, *by Department*, must reduce the previous five-year average of time lost by twenty-five percent (25%). **EXAMPLE:** At the end of the year less than 500 days have been lost by all participating employees. If the Department five-year average time lost was 300 days per year, to successfully meet the incentive target, the employees could not exceed two hundred twenty-five (225) days of lost time. For purposes of accumulating time lost, only full days will be counted. If an employee sustains a minor injury and is sent home for the

remainder of the day, it will not count against the time lost total. No awards will be distributed if an employee accident results in a fatality. Employees will be notified January 1, or shortly thereafter, each year, what the target for total days lost will be for the upcoming year.

The Safety Committee will act as the review board for determining whether or not an employee was at fault and whether or not the time lost should be charged against the total. If an employee requests a review by the Committee, he/she will be required to present their case at a regular meeting of the Safety Committee. The Committee's decision will be final. The decision of the Safety Committee is not subject to the grievance procedure.

It is not the intent of this program to encourage employees not to report accidents or minor injuries. Therefore, the frequency of accidents will not be factored into the Incentive Program, only the severity or actual time lost. Due to this format, the employees will not be penalized for reporting minor accidents, however, accidents or injuries not reported within one (1) working day, could result in disciplinary action.

If the employees, collectively, are successful in attaining their target of total time lost, **ALL** eligible full-time employees will have their choice of a \$50.00, taxable monetary award, or one-half (1/2) day off, except those employees in the Fire Fighter's Division who will be given time off according to past practice, to be used during that calendar year, with approval of their immediate supervisor. Those employees eligible for one-half (1/2) day off, should use the time from lunch until the end of the day, or four (4) hours in the morning. Morning or afternoon work sessions will not be split to attain the four-hour total. The maximum amount of time off will be four (4) hours, except for the Fire Fighters. Eligible part-time employees will receive \$25.00 monetary reward. The total time lost will not be final until calculated according to past practice.

Checks for the Incentive Program will be distributed as quickly as possible upon successful completion of the Incentive Plans. Employees selecting the time off rather than the monetary reward, shall inform their supervisor within one week of receiving the results.

The Management Staff of the Village of Villa Park reserves the right, at their discretion, to review the Incentive Program on an annual basis, and to modify, continue or discontinue the Plan. This right is not subject to Union Negotiations or the grievance procedure.

Any questions, comments or concerns regarding this Policy or the distribution of awards shall be directed to the Employee Safety Committee at their regular meetings.

SAFE DRIVER PROGRAM

PURPOSE

The Village Safety Committee recognizes that employees are keys to effective loss prevention throughout the workplace. To that end, this Safe Driver Program is being proposed. It is intended to heighten the awareness of all Village employees who operate a Village owned or Village approved vehicle, provide standards and guidelines for retraining, and reward employees driving on Village business for safe driving.

ELIGIBILITY

This program will apply to all Village employees who, by job description and necessity, must drive a fleet vehicle or other such vehicle authorized by the Village. This includes employees who receive an auto allowance or mileage reimbursement. Included in this group will be all regular full-time and part-time employees (per the Safety Incentive Program). Those employees not eligible include: clerical personnel, crossing guards and all seasonal employees.

Additionally, to be included in this program, an employee must also have worked for a minimum of six (6) consecutive months of the current year and must possess a valid driver's license.

DEFINITIONS:

CHARGEABLE DRIVING ACCIDENT

Any driving accident involving a Village-owned or Village approved vehicle which results in property damage and/or personal injury, regardless of who was injured, what property was damaged, or where it occurred, in which the employee failed to exercise every reasonable precaution to prevent the accident.

NON-CHARGEABLE DRIVING ACCIDENT

Any driving accident involving a Village-owned or Village approved vehicle which results in property damage and/or personal injury, regardless of who was injured, what property was damaged, or where it occurred, in which the employee exercises every reasonable precaution to prevent the accident from occurring.

RULES

The program will be in effect for twelve (12) months, January 1 – December 31, of each year, as approved by the Village Board. Vehicle accidents will be reviewed by members of the Village Safety Committee and judged chargeable or non-chargeable. Any employee found to have a chargeable accident during the twelve (12) months will not be eligible for an award.

Likewise Village employees convicted of an Illinois Compiled Statutes traffic violation received during working hours will be excluded from receiving an award.

AWARDS

Any eligible employee whose record is clear of any chargeable vehicle accident or traffic violation at the end of the twelve (12) month period will receive a Safe Driver Award.

PREVENTION/EDUCATION

Department Heads are to hold annual defensive driving reviews for all eligible employees. The reviews are to be in the form of videos, check-rides and defensive driving schools as applicable. Any employee charged with a vehicle accident will be subject to an individual defensive review and retraining.

PROPOSED																	
Incentive Program Statistics																	
CHARGEABLE LOST TIME AND INJURY FREQUENCY FOR INCENTIVE PROGRAM 2021																	
DEPT.	Frequency	Severity	Frequency	Severity	Frequency	Severity	Frequency	Severity	Frequency	Severity	Frequency	Severity	Frequency	Severity	Severity	GOAL	
	2017		2018		2019		2020		2021		5 yr total		5 yr total	Avg.			
	Occurrence	Days	Occurrence	Days	Occurrence	Days					Occurrence	Days	Occurrence	Days	Avg. -25%	Difference	
Rec/P	4	1	6	14	3	1	2	1	2	0	17	17	3	3	3	7	
PW	2	485	0	0	3	2	1	0	0	0	6	487	1	97	73	73	
Police	0	0	2	0	0	0	1	0	1	7	4	7	1	1	1	1	
Fire	12	201	2	0	2	0	4	2	1	17	21	220	4	44	33	33	
Admin	0	0	0	0	1	1	1	1	0	0	2	2	0	0	1	1	
Total	18	687	10	14	9	4	9	4	4	24	50	733	10	147	111		
In order for a Department to meet their goal the Village employees can experience no more than 500 days of lost time																	
Chargeable																	
Past 12 Years	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021				
Frequency	19	15	12	13	9	13	11	22	18	10	9	9	4				
Severity	644	389	76	43	24	133	52	192	687	14	4	4	24				