

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. 2159

Next Resolution No. 4281

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

1. Call to Order - Roll Call

2. Pledge of Allegiance

3. Public Comments on Agenda Items

4. Amendments to the Agenda

5. Proclamations

5.a Recognizing Alesia Bailey
[Bailey Proclamation.pdf](#)

5.b National Public Safety Telecommunicators Week
[National Public Safety Telecommunicators Week Proclamation.pdf](#)

6. Consent Agenda

6.a Minutes from March 28, 2022 Village Board Meeting and April 4, 2022 Special Meeting of the Village Board
[Minutes Mar 28, 2022.docx](#)
[Special Meeting Apr 4, 2022.docx](#)

6.b Bill Listings for the Weeks of March 28, 2022 and April 4, 2022 in the Total Amount of \$784,261.52
[2022-0328 CY21 Weekly Chk Report.pdf](#)
[2022-0328 CY22 Weekly Chk Report.pdf](#)
[2022-0404 CY21 Weekly Chk Report.pdf](#)
[2022-0404 CY22 Weekly Chk Report.pdf](#)

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.

[Memo_-_711_Change_D_liquor_license.docx](#)

[ORD_-_Add_Class_D_and_Reduce_Class_H_Liquor_License_-_7-Eleven.DOCX](#)

- 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 34 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 032822_PZ-22-0002 24 E St Charles SU Drive thru](#)

[ORD_for_PZ-22-0002_24_E_St._Charles_Rd__SU__VAR](#)

[PZ Minutes 3-10-2022](#)

- 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 N. 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 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.

[VB memo 032822_PZ-22-0003 880 N Addison Bone PUD Amendment.docx](#)
[Revised draft Ordinance for Bone roofing pz 22-0003.docx](#)
[Exhibit 2 - Amended Site Plan PUD 880 N Addison Road.pdf](#)
[Minutes 3-10-2022.pdf](#)

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."

[MEMO - 2020 Street Improvement Project Final Change Order #1](#)
[RESO - Change Order 01 FINAL 2022-03-11_- _2020_Streets](#)
[2020 Street Improvement Project Final Change Order #1](#)

- 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."

[MEMO - Charles Avenue Improvement Project Final Change Order #1](#)

[RESO - Charles Avenue Improvement Project Final Change Order #1](#)

[Charles Avenue Improvement Project Final Change Order #1](#)

- 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.

[MEMO - 2020 Streets Engineering Agreement Amendment](#)

[RESO - 2020 Streets Engineering Agreement Amendment](#)

[2020 Streets Engineering Agreement Amendment](#)

- 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 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 Marshal.

[Grant Award Memo](#)

[Thermal_Imaging_Cameras_Resolution.doc](#)

[Small Equipment Grant Award Letter](#)

[Illinois State Fire Marshal Grant Award Agreement](#)
[Thermal Imaging Camera Quote](#)

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

The Board previously declared the property located at 440 E. 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 the Golf Course to be used to purchase new maintenance equipment for the Golf Course.

[MEMO - Approval of Contract for Sale of 440 E. Van Buren Property](#)
[RESO - VP Resolution Authorizing Sale Contract - 440 Van Buren Property](#)
[EXHIBIT A - EXECUTED - 440 E. Van Buren St. Accepted Contract](#)

9. Public Comments on Non-Agenda Items

10. Village Clerk's Report

11. Village Trustees' Report

12. Village President's Report

13. Village Manager's Report

14. 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 11, 2022

Submitted by: Suzanne McVey

Submitting Department: Village Manager's Office

Item Type: Proclamations

Agenda Section: Proclamations

Subject:

Recognizing Alesia Bailey

Suggested Action:

Attachments:

[Bailey Proclamation.pdf](#)



Village of Villa Park

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

PROCLAMATION REGOGNIZING ALESIA BAILEY UPON HER RETIREMENT

WHEREAS, the Villa Park Chamber of Commerce provides business benefits with numerous programs and events that advance the commercial, industrial and civic interests of the Village; and

WHEREAS, Alesia Bailey has served as the Executive Director of the Villa Park Chamber of Commerce since 2006 and a resident of Villa Park since 1996; and

WHEREAS, Alesia has been a tireless advocate of Villa Park businesses and the community for the last 16 years; and

WHEREAS, Alesia has been responsible for organizing and managing the Joyful Traditions annual event, which has become a time honored tradition for the community; and

WHEREAS, Alesia raised support and funding for the annual Willowbrook High School Scholarship program dedicated to supporting graduating high school seniors; and

WHEREAS, Alesia has established strong relationships with Villa Park businesses and is widely known for her unique and inventive ribbon cutting events; and

WHEREAS, the Village of Villa Park, our community and citizens wish to recognize Alesia Bailey for her service and dedication to the Chamber and the Village of Villa Park; and

NOW THEREFORE, I, Nick Cuzzone, President of the Village of Villa Park, along with the Village of Villa Park Board of Trustees, do hereby deem it an honor and pleasure to extend this Proclamation to Alesia Bailey on this occasion of her retirement, with sincere congratulations and best wishes for her next endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of April, 2022

Nick Cuzzone, Villa Park

Village Board of Trustees Agenda Item Report

Meeting Date: April 11, 2022

Submitted by: Suzanne McVey

Submitting Department: Village Manager's Office

Item Type: Proclamations

Agenda Section: Proclamations

Subject:

National Public Safety Telecommunicators Week

Suggested Action:

Attachments:

[National Public Safety Telecommunicators Week Proclamation.pdf](#)



Village of Villa Park

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

PROCLAMATION RECOGNIZING APRIL 10-16, 2022 AS PUBLIC SAFETY TELECOMMUNICATORS WEEK IN THE VILLAGE OF VILLA PARK

WHEREAS, DuPage Public Safety Communications, known as DU-COMM, plays a vital role in the protection of human life and property in our community; and

WHEREAS, DU-COMM has been successfully serving the public safety communications needs of the Village of Villa Park and surrounding communities since 1975; and

WHEREAS, while enduring long shifts and handling frequent life and death emergencies, DU-COMM Telecommunicators set high standards in performing their duties in a dedicated, diligent, and compassionate matter; and

WHEREAS, DU-COMM Telecommunicators provide a critical communication link between the residents and police, fire and emergency medical services providers; and

WHEREAS, in 2021, DU-COMM Telecommunicators answered 275,335 9-1-1 calls, 175,594 ten digit emergency calls, and processed over 679,000 CAD incidents for police and fire/EMS activities; and

WHEREAS, our Public Safety Communications personnel daily serve the public in countless ways without due recognition by the beneficiaries of their services.

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 April 10-16, 2022 as:

“NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK”

in the Village of Villa Park and commends the devotion, contributions, and services of the DU-COMM Telecommunicators.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of April, 2022.

Nick Cuzzone, Villa Park

Village Board of Trustees Agenda Item Report

Meeting Date: April 11, 2022

Submitted by: Suzanne McVey

Submitting Department: Village Manager's Office

Item Type: Minutes

Agenda Section: Consent Agenda

Subject:

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

Suggested Action:

Attachments:

[Minutes Mar 28, 2022.docx](#)

[Special Meeting Apr 4, 2022.docx](#)

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

Village Board of Trustees

March 28, 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
MARCH 28, 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. Consent Agenda.

5.a. Minutes from March 14, 2022 Village Board Meeting.

5.b. Bill Listings for the Weeks of March 14, 2022 and March 21, 2022 in the Total Amount of \$1,073,036.97.

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

6. Ordinances.

7. Resolutions.

7.a. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Russo's Power Equipment, Inc. of Schiller Park, Illinois, through Sourcewell Cooperative Purchasing for the Purchase of a Kubota F2690 Out Front Mower in the Amount of \$33,716.33.

The Parks, Buildings and Grounds department has identified a 2016 John Deere 1575 Terrain Cut Out Front Mower for replacement. Staff requests authorization to purchase one (1) Kubota F2690 Out Front Mower with Cab, 6 foot mowing deck and 51" snow blower through the Sourcewell Cooperative Purchasing. Russo's Power Equipment, Inc. of Schiller Park, Illinois, is the Kubota dealer and Sourcewell agent for this machine. The price for the machine is \$33,716.33. Funds will be taken from the Equipment Fund/Capital Outlay account number 65.502.02.401. The John Deere mower and equipment would be sold at public auction.

Motion to approve the resolution was made by Trustee Cilella and seconded by Trustee Murphy. Trustee Kozar asked about only replacing the engine. Parks and Recreation Supervisor Brian Roche provided additional information on why it's a better decision for replacement of the machine. President Cuzzone

asked about the anticipated auction price. Supervisor Roche said that is unknown at this time. Roll call vote tallied six (6) ayes made by Trustees Kumar, Kozar, Patrick, Cilella, Murphy and President Cuzzone. There were no nays. Motion carried.

7.b. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Russo's Power Equipment, Inc. of Schiller Park, Illinois, through Sourcewell Cooperative Purchasing for the Purchase of a Kubota L6060 Tractor in the Amount of \$58,827.59.

The Parks, Buildings and Grounds department has identified a 1998 New Holland tractor for replacement. Staff requests authorization to purchase one (1) Kubota L6060HSTC tractor with front loader, backhoe, snow pusher and rear weight box. Equipment would be purchased through the pre bid Sourcewell Cooperative Purchasing. Russo's Power Equipment, Inc. of Schiller Park, Illinois, is the Kubota dealer and Sourcewell agent for this machine. The price for the machine is \$58,827.59. The funds have been budgeted from the Equipment Fund/Capital Outlay account number 65.502.02.401. The New Holland tractor would be sold at public auction.

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

7.c. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Joint Purchase of Bulk Rock Salt through the State of Illinois Central Management Services Bureau of Strategic Sourcing.

The Village annually purchases rock salt through an agreement with the Illinois Department of Central Management Services (CMS). The State of Illinois generally receives favorable prices because of the large quantity of salt that it purchases. The Village must submit its rock salt needs through a contract with the State of Illinois. Rock salt is a budgeted expense. However, the exact expense will not be known until the bidding process is complete. It is anticipated at approximately \$80 per ton. Village staff recommends entering into a contract with the State of Illinois for up to 800 tons of bulk rock salt. Funding has been budgeted for this purchase in the Street Maintenance Fund account number 10.525.27.341.

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

7.d. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Joint Purchase of Bulk Rock Salt through the DuPage County Procurement Services Division.

The Village annually purchases rock salt through an agreement with DuPage County Procurement Services Division. DuPage County generally receives favorable prices because of the large quantity of salt that it purchases. A contract with DuPage County Procurement Services Division for the purchase of up to 800 tons of bulk rock salt is recommended. Rock salt is a budgeted expense and the estimated cost is anticipated to be approximately \$80 per ton. Funding has been budgeted for this purchase in the Street Maintenance Fund account number 10.525.27.341.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Cilella. Trustee Kozar asked for clarification on purchasing from the State of Illinois and DuPage County. Interim Manager Guerra provided the additional information. Roll call vote tallied six (6) ayes made by Trustees Murphy, Kozar, Kumar, Patrick, Cilella and President Cuzzone. There were no nays. Motion carried.

7.e. A Resolution to Approve and Authorize the Execution of a Professional Engineering Services Agreement by and between RJN Group, Inc. and the Village of Villa Park for the 2022 Sanitary Sewer Evaluation Services (SSES) and Hydraulic Modeling in an Amount Not to Exceed \$149,865.00.

The Village, with assistance from RJN, created a Sanitary Sewer Master Plan to recommend improvements to the Village's sanitary sewers in 2008. Since that time, the Village has implemented several of the recommendations along with making other necessary repairs to the system. Additionally, the Village also created a long-term plan to separate the combination sewers into sanitary and storm sewers. This proposed agreement will allow the Village to assess the progress that has been made since 2008 and to identify any new and remaining improvements needed for the sanitary sewer system. The findings will be utilized to update the Village's Sanitary Sewer Plan to minimize the amounts of sanitary sewer overflows (SSOs), backups into basements and the reliance on the Wet Weather Flow Treatment Facility (WWTF). The agreement was budgeted in the FY22 Budget and will utilize the Wastewater Enterprise Fund account 83.502.02.292 Engineering Services. Staff recommends the approval of this agreement.

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

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Cilella. Trustee Kozar asked if the cost was for inspection only. Interim Manager Guerra said the cost is broken down into three (3) different tasks and provided additional information. Trustee Kozar asked if this information is available online. Interim Manager Guerra said it is on the Village website under Engineering Planning Documents. Trustee Murphy commented on additional information she had received from Interim Manager Guerra. Roll call vote tallied six (6) ayes made by Trustees Murphy, Patrick, Kozar, Kumar, Cilella and President Cuzzone. There were no nays. Motion carried.

8. Public Comments on Non-Agenda Items.

There were no participants.

9. Village Clerk's Report.

Clerk Korynecky had no report or recommendations.

10. Village Trustees' Report.

Trustee Patrick thanked residents for showing their support for Ukraine. He also announced a new Cable Commission program entitled "Now We Know" that will soon be available on the Village cable channels. Trustee Kozar asked for an update on the landscaping and tree planting on Wildwood. Interim Manager Guerra said the area has been evaluated for the tree plantings which will be done in mid to late April. Trustee Kozar asked for an update on the White Paper on Committee of the Whole. Interim Manager Guerra said the report will be available shortly. Trustee Kozar also asked about the public input meeting on hiring the new Village manager. President Cuzzone said the meeting is on April 4 at 6 p.m. at Village Hall.

Trustee Cilella had no report or recommendations.

Trustee Kumar referred to the April 4 meeting and asked residents to attend to provide input. She referred to the 2021 Climate Action Plan and said it could be discussed in a Committee of the Whole meeting. She referred to the various proposed developments in the Village and plans to meet with business owners for their input.

Trustee Murphy had no report or recommendations.

11. Village President's Report.

President Cuzzone said Trustee Corkery was unable to attend tonight but asked that the following announcements be read.

The Metra Safety Blitz is scheduled on April 13 from 5:30 to 9 a.m. and will include railroad officials, operation life saving personnel and volunteers. The manager of the station coffee shop has agreed to open early that day. The Environmental Concerns Commission may cleanup the area on April 9.

The Community F.U.N. Commission's Annual Earth Day Trail Cleanup will be on April 23 from 9 a.m. to 12 noon. For more information, log on pride@invillapark.com.

President Cuzzone announced the annual Spring Sweep conducted by the Environmental Concerns Commission and the Community F.U.N Commission on May 21 from 9 to 12 p.m. along Home Avenue.

He announced the special board meeting on April 4 at 6 p.m. to discuss the process for hiring a new manager. Public input is welcome after which the board will go into Executive Session with representatives from GovHR. He referred to the Hawthorne Development site and the scheduled demolitions. He said the Union Pacific Rail Road will be working on the Villa Avenue tracks from April 11 to 21 and the area will be shut done. He said yard waste collection begins on April 4 and stickers are required. He said construction at the Casey's site will begin in May. He also said Coffee with the Board is on April 2 at 9 a.m. at Village Hall.

12. Village Manager's Report.

Interim Manager Guerra provided an update on the bonds that will be finalized tomorrow. He said the application for the new Lions Park recreation facility will be submitted shortly. He referred to a recent survey at Lufkin Park involving the County and Lufkin Pond. He asked Parks and Recreation Director Gola for an update on the OSLAD grant. Director Gola provided an update and said the potential grantees were asked to provide a summary of their project. Parks and Recreation provided 9 to 10 amenities in their summary. The actual grant will be awarded next year.

13. Executive Session.

13.a. Pursuant to the General provisions of the Open Meetings Act 5ILCS/120:

(c)(6) The setting of a price for sale or lease of property owned by the public body.

Motion to approve Executive Session was made by Trustee Kumar and seconded by Trustee Patrick.

There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Murphy, Kozar, Cilella, Patrick, Kumar and President Cuzzzone. There were no nays. Motion carried.

14. Adjournment.

Motion to adjourn was made by Trustee Patrick and seconded by Trustee Murphy. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 8:07 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting is Scheduled for April 11, 2022.

13. Adjournment

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

Special Meeting of the Village Board of Trustees

April 4, 2022

6:00 PM

Village President Nick Cuzzone

Village Clerk Hosanna Korynecky

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

**SPECIAL MEETING OF THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES FOR THE PURPOSE TO
CONSIDER THE SELECTION OF A SPECIFIC EMPLOYEE OF THE PUBLIC BODY.**

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.

Resident Bob Wagner offered his thoughts on the skill set for the new Village manager and that the manager would have an appreciation for sustainability. He also suggested that the manager should be a Village resident.

Resident Matthew D'Alessandro said he agreed that the new manager should be a Village resident. He also suggested that the manager create a collaborative culture with staff and promote from within the departments.

President Cuzzone read an email from resident Donna Noxon recommending Interim Manager Guerra for the Village Manager position and cited his accomplishments as Interim Manager.

President Cuzzone also read an email from resident Susan Cartwright and her complaints as a former Village employee.

4. Discussion.

4.a. Discussion of Village Manager Selection Process.

Katy Rusch from GovHR explained the selection process and options available to the board. She also responded to questions from the board. Discussion ensued on options to interview the candidates that included community members.

Consensus of the board was to approve a community panel consisting of 7 members picked individually by the board with one of the community panel members debriefing the board afterwards.

There was no consensus to allow the board to listen in on the staff or community panels conducting their candidate interviews.

Some discussion ensued on the dates for the interviews.

5. Executive Session.

5.a. Pursuant to 5 ILCS 120/2:

(c)(1) regarding the appointment, employment, compensation, discipline, performance or dismissal of a specific employee of the public body.

(c)(3) to consider the selection of a person to fill a public office when the public body is given the power to appoint under law or ordinance.

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

6. Adjournment.

Motion to adjourn was made by Trustee Patrick and seconded by Trustee Corkery. Voice vote passed with all ayes. Meeting adjourned at 8:58 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Village Board of Trustees Agenda Item Report

Meeting Date: April 11, 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 March 28, 2022 and April 4, 2022 in the Total Amount of \$784,261.52

Suggested Action:

Attachments:

[2022-0328 CY21 Weekly Chk Report.pdf](#)

[2022-0328 CY22 Weekly Chk Report.pdf](#)

[2022-0404 CY21 Weekly Chk Report.pdf](#)

[2022-0404 CY22 Weekly Chk Report.pdf](#)



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on April 11, 2022

Covering weekly check runs dated for:

March 28, 2022/CY21.....\$1,342.03

1 of 2

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF032821"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.517.00.399 OTHER SUPPLIES								
CONSERV FS	66045910	0	CY21 SIZZLE ICE MELTER	1,293.03	.00		WF03282	
Total 10.517.00.399 OTHER SUPPLIES:				1,293.03	.00			
Total COMMUTER PARKING LOT:				1,293.03	.00			
Total CORPORATE FUND:				1,293.03	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
36.502.02.304 GROUNDS SUPPLIES								
CONSERV FS	6406891	0	CY21 SEDIMENT LOG	49.00	.00		WF03282	
Total 36.502.02.304 GROUNDS SUPPLIES:				49.00	.00			
Total GENERAL:				49.00	.00			
Total PARKS FUND:				49.00	.00			
Grand Totals:				1,342.03	.00			

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>1,293.03</u>
PARKS FUND	
Total PARKS FUND:	<u>49.00</u>
Grand Totals:	<u><u>1,342.03</u></u>

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

DATE 3/22/22

APPROVED BY


 3/23/22



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on April 11, 2022

Covering weekly check runs dated for:

March 28, 2022/CY22..... \$422,476.53

2 of 2

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "WF032822","0322INT","0321INT","0317INT","032822"

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

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
01.110050 UTILITY CASH CLEARING								
BYRNE, ROBERT	REIMB	0	REFUND OF SECURITY DEPOSIT	150.00 ✓	.00		032822	
MANIACI, CONCETTA	13-08960-01A	0	FIN CREDIT BAL; 846 S GRANT	124.27 ✓	.00		032822	
VILLAREAL JR, JESUS	UTILITY REFUND	0	REFUND FOR UTILITY PAYMENT MADE IN E	500.00 ✓	500.00	03/22/2022	0322INT	
Total 01.110050 UTILITY CASH CLEARING:				774.27	500.00			
Total :				774.27	500.00			
Total CASH ALLOCATIONS FUND:				774.27	500.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.130204 GROUP INSURANCE REC								
BLUE CROSS BLUE SHIELD	04012022	0	HEALTH INSURANCE; APRIL 2022	32,802.31	32,802.31	03/21/2022	0321INT	
Total 10.130204 GROUP INSURANCE REC:				32,802.31	32,802.31			
10.190515 DUE TO/FROM LIBRARY (BENEFITS)								
BLUE CROSS BLUE SHIELD	04012022	0	HEALTH INSURANCE; APRIL 2022	13,111.81	13,111.81	03/21/2022	0321INT	
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):				13,111.81	13,111.81			
10.43100 BUILDING PERMITS								
THE DOOR STORE	REFUND	0	PAID FOR PERMIT TWICE; PRWN22-0005	50.00	.00		032822	
Total 10.43100 BUILDING PERMITS:				50.00	.00			
Total :				45,964.12	45,914.12			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.511.00.653 SENIOR CITIZENS COMMISSION								
KORYNECKY, HOSANNA	SALT LUNCH	0	3/9 SALT MTG LUNCHEON REIMB	175.00	.00		032822	
Total 10.511.00.653 SENIOR CITIZENS COMMISSION:				175.00	.00			
Total PUBLIC AFFAIRS:				175.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.512.00.299 OTHER CONTRACTUAL SERVICES								
COMCAST INTERNET	99697631 3/22	0	Phone Service; 3/15-4/14/22	2,491.03	.00		032822	
Total 10.512.00.299 OTHER CONTRACTUAL SERVICES:				2,491.03	.00			
Total MANAGER:				2,491.03	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.513.00.210 TELEPHONE								
SETTLES, JULIE	FEB-MAR 2022	0	PERS PHONE REIMBURSEMENT; FEBRUAR	24.99 ✓	.00		032822	
SETTLES, JULIE	FEB-MAR 2022	0	PERS PHONE REIMBURSEMENT; MARCH 20	24.99 ✓	.00		032822	
SETTLES, JULIE	FEB-MAR 2022	0	USAGE REIMBURSEMENT; FEBRUARY 2022	24.99 ✓	.00		032822	
SETTLES, JULIE	FEB-MAR 2022	0	USAGE REIMBURSEMENT; MARCH 2022	24.99 ✓	.00		032822	
Total 10.513.00.210 TELEPHONE:				99.96	.00			
10.513.00.299 OTHER CONTRACTUAL SERVICES								
CONNECT SEARCH LLC	S1047709	0	TEMPORARY STAFF SERVICES	1,188.00 ✓	.00		032822	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:				1,188.00	.00			
Total FINANCE:				1,287.96	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.515.00.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	04012022	0	HEALTH INSURANCE; APRIL 2022	24,127.03	24,127.03	03/21/2022	0321INT	
Total 10.515.00.250 EMPLOYEE BENEFITS:				24,127.03	24,127.03			
10.515.00.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	100722378-3/16/22	0	COPIERS/PRINTERS LEASE; 4/5-5/4/22	2,296.24	.00		032822	
Total 10.515.00.270 MAINT OF OFFICE EQUIPMENT:				2,296.24	.00			
Total CENTRAL SERVICES:				26,423.27	24,127.03			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.516.00.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0030170051 2/2022	0	21 W PLYMOUTH; 2/8-3/9/22	245.17 ✓	.00		032822	
COMMONWEALTH EDISON CO	1043074121 2/2022	0	JACKSON POND; 1/21-2/21/22	24.25 ✓	.00		032822	
COMMONWEALTH EDISON CO	9006703009 2/2022	0	SIREN; 2/7-3/8/22	30.99 ✓	.00		032822	
COMMONWEALTH EDISON CO	9006734022 2/2022	0	106 S. VILLA; 2/7-3/8/22	187.22 ✓	.00		032822	
Total 10.516.00.219 UTILITY - ELECTRIC:				487.63	.00			
10.516.00.223 WATER & SEWER SERVICE								
SALT CREEK SANITARY DISTRICT	5085300 2/2022	0	100 S. VILLA AVE.; 11/15-2/15/22	7.00 ✓	.00		032822	
SALT CREEK SANITARY DISTRICT	5150060 2/2022	0	MUSEUM; 11/15-2/15/22	12.90 ✓	.00		032822	
SALT CREEK SANITARY DISTRICT	5150070 2/2022	0	FIRE #81; 11/15-2/15/22	150.37 ✓	.00		032822	
SALT CREEK SANITARY DISTRICT	5150150 2/2022	0	FIRE #82; 11/15-2/15/22	124.68 ✓	.00		032822	
SALT CREEK SANITARY DISTRICT	5150180 2/2022	0	PW STORAGE BLDG; 11/15-2/15/22	7.00 ✓	.00		032822	
SALT CREEK SANITARY DISTRICT	5150190 2/2022	0	VILLAGE HALL; 11/15-2/15/22	43.10 ✓	.00		032822	
SALT CREEK SANITARY DISTRICT	5150200 2/2022	0	PARKS GARAGE; 11/15-2/15/22	66.00 ✓	.00		032822	
SALT CREEK SANITARY DISTRICT	5150210 2/2022	0	PW GARAGE; 11/15-2/15/22	18.80 ✓	.00		032822	
SALT CREEK SANITARY DISTRICT	5150230 2/2022	0	VEH MAINT; 11/15-2/15/22	48.30 ✓	.00		032822	
SALT CREEK SANITARY DISTRICT	5150245 2/2022	0	CENTRAL PUMP STATION; 11/15-2/15/22	21.26 ✓	.00		032822	
SALT CREEK SANITARY DISTRICT	5150250 2/2022	0	PUBLIC WORKS; 11/15-2/15/22	89.60 ✓	.00		032822	
SALT CREEK SANITARY DISTRICT	5150260 2/2022	0	POLICE STATION; 11/15-2/15/22	154.50 ✓	.00		032822	
Total 10.516.00.223 WATER & SEWER SERVICE:				743.51	.00			
10.516.00.299 OTHER CONTRACTUAL SERVICES								
DUPAGE SECURITY SOLUTIONS INC	88468	0	VH REINSTALL COMBO LOCK	264.00 ✓	.00		WF03282	
OTIS ELEVATOR CO	CY26343001	0	HOISTWAY ACCESS FIRE ALARM	390.00 ✓	.00		WF03282	
TK ELEVATOR CORPORATION	3006449847	0	QTR VH ELEVATOR MAINT. FEE	1,536.74 ✓	.00		WF03282	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:				2,190.74	.00			
Total BUILDINGS & GROUNDS:				3,421.88	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.517.00.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	8000258004 2/2022	0	METRA STN PARK LOT; 2/8-3/9/22	118.45	.00		032822	
Total 10.517.00.219 UTILITY - ELECTRIC:				118.45	.00			
10.517.00.223 WATER & SEWER SERVICE								
SALT CREEK SANITARY DISTRICT	5150170 2/2022	0	METRA STN; 11/15-2/15/22	24.70	.00		032822	
Total 10.517.00.223 WATER & SEWER SERVICE:				24.70	.00			
Total COMMUTER PARKING LOT:				143.15	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.518.00.215 SHOP SERVICES								
CINTAS CORPORATION #344	4111698255	0	FLT UNIFORM & TOWELS	47.30	.00		WF03282	
Total 10.518.00.215 SHOP SERVICES:				47.30	.00			
10.518.00.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	04012022	0	HEALTH INSURANCE; APRIL 2022	4,436.08	4,436.08	03/21/2022	0321INT	
Total 10.518.00.250 EMPLOYEE BENEFITS:				4,436.08	4,436.08			
Total GARAGE:				4,483.38	4,436.08			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.520.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	04012022	0	HEALTH INSURANCE; APRIL 2022	83,614.36	83,614.36	03/21/2022	0321INT	
Total 10.520.01.250 EMPLOYEE BENEFITS:				83,614.36	83,614.36			
10.520.01.303 DUES & PUBLICATIONS								
DUPAGE COUNTY SENIOR POLICE	2022 MEMBERSHIP	0	2022 ANNUAL DUES;T. KUBISH	125.00	125.00	03/17/2022	0317INT	
Total 10.520.01.303 DUES & PUBLICATIONS:				125.00	125.00			
Total POLICE:				83,739.36	83,739.36			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.521.01.202 TRAINING & CONFERENCES								
VPFD	PC METRO FC	0	RAKOSNIK TO FEB MTG	20.00	.00		WF03282	
Total 10.521.01.202 TRAINING & CONFERENCES:				20.00	.00			
10.521.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	04012022	0	HEALTH INSURANCE; APRIL 2022	4,143.14	4,143.14	03/21/2022	0321INT	
Total 10.521.01.250 EMPLOYEE BENEFITS:				4,143.14	4,143.14			
10.521.01.315 BUILDING MAINT SUPPLIES								
ACE HARDWARE, VILLA PARK	19518	0	SUPPLIES FOR WASHING MACHINE REPAIR	9.53	.00		WF03282	
ACE HARDWARE, VILLA PARK	19533	0	SUPPLIES TO FIX STA 81 BAY FAUCET LEAK	35.10	.00		WF03282	
Total 10.521.01.315 BUILDING MAINT SUPPLIES:				44.63	.00			
10.521.01.317 OFFICE SUPPLIES								
VPFD	PC OFFICE MAX	0	(2) POLY FOLDERS	4.85	.00		WF03282	
Total 10.521.01.317 OFFICE SUPPLIES:				4.85	.00			
10.521.01.399 OTHER SUPPLIES								
VPFD	PC G. CRIMMINS	0	MILEGAE REIMBURSEMENT FOR CRIMMINS	32.06	.00		WF03282	
VPFD	PC WALGREENS	0	(2) RAPID COVID TESTS FOR FD	51.82	.00		WF03282	
Total 10.521.01.399 OTHER SUPPLIES:				83.88	.00			
10.521.21.399 OTHER SUPPLIES								
VPFD	2316	0	(6) VFPD BASEBALL CAPS	120.00	.00		WF03282	
VPFD	PC KELDER THREADS IN	0	(6) VFPD WINTER HATS	120.00	.00		WF03282	
Total 10.521.21.399 OTHER SUPPLIES:				240.00	.00			
10.521.22.299 OTHER CONTRACTUAL SERVICES								
HIGHWAY SERVICE INC	098685	0	(2) CHAINS FOR EXTRICATION TOOLS	68.50	.00		WF03282	
Total 10.521.22.299 OTHER CONTRACTUAL SERVICES:				68.50	.00			
10.521.22.303 DUES & PUBLICATIONS								
ILLINOIS FIRE INSPECTORS ASSN	2022 MEMBERSHIP	0	2022 MEMBERSHIP FOR STAPLETON & CRI	100.00	.00		WF03282	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total 10.521.22.303 DUES & PUBLICATIONS:				100.00	.00			
Total FIRE:				4,705.00	4,143.14			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.523.02.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	04012022	0	HEALTH INSURANCE; APRIL 2022	34,031.69	34,031.69	03/21/2022	0321INT	
Total 10.523.02.250 EMPLOYEE BENEFITS:				34,031.69	34,031.69			
Total AMBULANCE/PARAMEDIC:				34,031.69	34,031.69			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.525.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	04012022	0	HEALTH INSURANCE; APRIL 2022	23,059.23	23,059.23	03/21/2022	0321INT	
Total 10.525.01.250 EMPLOYEE BENEFITS:				23,059.23	23,059.23			
10.525.01.261 INSURANCE CLAIM LOSSES								
STERNBERG LIGHTING	62038	0	2 STREETLIGHTS	9,976.00	.00		WF03282	
Total 10.525.01.261 INSURANCE CLAIM LOSSES:				9,976.00	.00			
10.525.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	100722378-3/16/22	0	COPIERS/PRINTERS LEASE; 4/5-5/4/22	157.28	.00		032822	
Total 10.525.01.270 MAINT OF OFFICE EQUIPMENT:				157.28	.00			
10.525.01.303 DUES & PUBLICATIONS								
APWA	2173-1	0	APWA GROUP MEMBERSHIP; GUERRA, MA	250.00	.00		WF03282	
Total 10.525.01.303 DUES & PUBLICATIONS:				250.00	.00			
10.525.25.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0179073093 2/2022	0	889 W NO STREETLIGHTS; 2/8-3/9/22	62.25	.00		032822	
COMMONWEALTH EDISON CO	0969040060 2/2022	0	TRAFFIC SIGNALS; 2/9-3/10/22	861.76	.00		032822	
COMMONWEALTH EDISON CO	3779053023 2/2022	0	STREETLIGHTS 2; 2/7-3/8/22	41.38	.00		032822	
COMMONWEALTH EDISON CO	5763147089 2/2022	0	STREETLIGHTS 1; 2/2-3/3/22	171.32	.00		032822	
Total 10.525.25.219 UTILITY - ELECTRIC:				1,136.71	.00			
10.525.27.341 SALT/CALCIUM CHLORIDE								
COMPASS MINERALS AMERICA	967351	0	107.20 TONS BULK HIGHWAY COARSE SALT	6,386.98	.00		WF03282	
COMPASS MINERALS AMERICA	968121	0	59.58 TONS BULK HIGHWAY COARSE SALT	5,040.47	.00		WF03282	
Total 10.525.27.341 SALT/CALCIUM CHLORIDE:				11,427.45	.00			
10.525.27.342 ASPHALT MIX								
HEALY ASPHALT CO LLC	30566	0	2.56 TNS UPM COLD MIX	368.64	.00		WF03282	
HEALY ASPHALT CO LLC	30576	0	2.65 TNS UPM COLD MIX	381.60	.00		WF03282	
Total 10.525.27.342 ASPHALT MIX:				750.24	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total STREET:				46,756.91	23,059.23			
Total CORPORATE FUND:				253,622.75	219,450.65			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	04012022	0	HEALTH INSURANCE; APRIL 2022	14,805.25	14,805.25	03/21/2022	0321INT	
Total 35.502.01.250 EMPLOYEE BENEFITS:				14,805.25	14,805.25			
35.502.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	100722378-3/16/22	0	COPIERS/PRINTERS LEASE; 4/5-5/4/22	251.64	.00		032822	
GFC LEASING	100722378-3/16/22	0	COPIERS/PRINTERS LEASE; 4/5-5/4/22	307.16	.00		032822	
Total 35.502.01.270 MAINT OF OFFICE EQUIPMENT:				558.80	.00			
35.502.01.295 SUMMERFEST								
SIR SPEEDY PRINT SIGNS MARKETIN	83065	0	ENVELOPES FOR SUMMERFEST	293.20	.00		WF03282	
Total 35.502.01.295 SUMMERFEST:				293.20	.00			
35.502.01.317 OFFICE SUPPLIES								
GARVEY'S OFFICE PRODUCTS	PINV2229850	0	ICC OFFICE SUPPLIES	39.07	.00		WF03282	
Total 35.502.01.317 OFFICE SUPPLIES:				39.07	.00			
35.502.16.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	8668740009 2/2022	0	TENNIS CRTS; 2/7-3/8/22	23.51	.00		032822	
COMMONWEALTH EDISON CO	9006778006 2/2022	0	LIONS FIELD; 2/8-3/8/22	105.46	.00		032822	
Total 35.502.16.219 UTILITY - ELECTRIC:				128.97	.00			
35.502.16.223 WATER & SEWER SERVICE								
SALT CREEK SANITARY DISTRICT	5150020 2/2022	0	LIONS FIELD; 11/15-2/15/22	12.90	.00		032822	
SALT CREEK SANITARY DISTRICT	5150030 2/2022	0	ROTARY PK RESTROOMS; 11/15-2/15/22	7.00	.00		032822	
SALT CREEK SANITARY DISTRICT	5150120 2/2022	0	ICC; 11/15-2/15/22	107.30	.00		032822	
Total 35.502.16.223 WATER & SEWER SERVICE:				127.20	.00			
35.502.36.299 OTHER CONTRACTUAL SERVICES								
ALL STAR SPORTS INSTRUCTION INC	222026	0	CONTRACTUAL YTH SPORT INSTRUCTION	946.00	.00		WF03282	
COACHFINDER.SOCCER, LLC	WIN2022	0	CY21 CONTRACTUAL FUTSAL PROG	311.50	.00		WF03282	
SAINT GENESIOUS PRODUCTIONS INC	220311-1	0	CONTRACTUAL THEATER PROG	1,980.30	.00		WF03282	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:				3,237.80	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.36.334 RESALE ITEMS								
HOLY COW SPORTS INC	220193	0	YTH SOCCER LEAGUE JERSEYS	5,999.00	.00		WF03282	
Total 35.502.36.334 RESALE ITEMS:				5,999.00	.00			
Total GENERAL:				25,189.29	14,805.25			
Total RECREATION FUND:				25,189.29	14,805.25			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
36.502.01.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0603100125 2/2022	0	TWIN LAKES; 1/27-2/25/22	149.15	.00		032822	
COMMONWEALTH EDISON CO	9006795007 2/2022	0	ROTARY PARK; 2/7-3/8/22	33.61	.00		032822	
Total 36.502.01.219 UTILITY - ELECTRIC:				182.76	.00			
36.502.01.223 WATER & SEWER SERVICE								
SALT CREEK SANITARY DISTRICT	5150010 2/2022	0	THE DEPOT; 11/15-2/15/22	12.02	.00		032822	
SALT CREEK SANITARY DISTRICT	5150110 2/2022	0	N TERR PARK; 11/15-2/15/22	7.00	.00		032822	
SALT CREEK SANITARY DISTRICT	5150165 2/2022	0	TWIN LAKES; 11/15-2/15/22	7.00	.00		032822	
SALT CREEK SANITARY DISTRICT	5150220 2/2022	0	PK GARAGE #2; 11/15-2/15/22	12.90	.00		032822	
Total 36.502.01.223 WATER & SEWER SERVICE:				38.92	.00			
36.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	04012022	0	HEALTH INSURANCE; APRIL 2022	16,463.67	16,463.67	03/21/2022	0321INT	
Total 36.502.01.250 EMPLOYEE BENEFITS:				16,463.67	16,463.67			
36.502.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	I00722378-3/16/22	0	COPIERS/PRINTERS LEASE; 4/5-5/4/22	125.82	.00		032822	
Total 36.502.01.270 MAINT OF OFFICE EQUIPMENT:				125.82	.00			
36.502.02.306 WALKS, ROADS & PARKING LOTS								
CONSERV FS	66046694	0	PARKS- SIZZLE PRO ICE MELTER	1,293.03	.00		WF03282	
CONSERV FS	66047634	0	PARKS-SIZZLE PRO ICE MELTER	461.01	.00		WF03282	
Total 36.502.02.306 WALKS, ROADS & PARKING LOTS:				1,754.04	.00			
Total GENERAL:				18,565.21	16,463.67			
Total PARKS FUND:				18,565.21	16,463.67			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
41.502.01.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	7748424005 2/2022	0	JEFF POOL; 2/8-3/9/22	540.06	.00		032822	
Total 41.502.01.219 UTILITY - ELECTRIC:				540.06	.00			
41.502.01.223 WATER & SEWER SERVICE								
SALT CREEK SANITARY DISTRICT	5150130 2/2022	0	JEFF POOL; 11/15-2/15/22	7.00	.00		032822	
SALT CREEK SANITARY DISTRICT	5150140 2/2022	0	JEFF POOL FLTR; 11/15-2/15/22	7.00	.00		032822	
Total 41.502.01.223 WATER & SEWER SERVICE:				14.00	.00			
Total GENERAL:				554.06	.00			
Total SWIMMING POOL FUND:				554.06	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
60.502.02.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	04012022	0	HEALTH INSURANCE; APRIL 2022	4,253.46	4,253.46	03/21/2022	0321INT	
Total 60.502.02.250 EMPLOYEE BENEFITS:				4,253.46	4,253.46			
Total GENERAL:				4,253.46	4,253.46			
Total STREET IMPROVEMENT FUND:				4,253.46	4,253.46			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
82.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	04012022	0	HEALTH INSURANCE; APRIL 2022	12,998.96	12,998.96	03/21/2022	0321INT	
Total 82.502.01.250 EMPLOYEE BENEFITS:				12,998.96	12,998.96			
82.502.01.261 INSURANCE CLAIM LOSSES								
H & H ELECTRIC COMPANY	38476	0	NON-ROUTINE TRAFFIC INSPECTION	189.62	.00		WF03282	
Total 82.502.01.261 INSURANCE CLAIM LOSSES:				189.62	.00			
82.502.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	100722378-3/16/22	0	COPIERS/PRINTERS LEASE; 4/5-5/4/22	157.28	.00		032822	
Total 82.502.01.270 MAINT OF OFFICE EQUIPMENT:				157.28	.00			
82.502.01.299 OTHER CONTRACTUAL SERVICES								
COMCAST INTERNET	99697631 3/22	0	Phone Service; 3/15-4/14/22	65.55	.00		032822	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:				65.55	.00			
82.502.01.303 DUES & PUBLICATIONS								
APWA	2173-1	0	APWA GROUP MEMBERSHIP; GUERRA, MA	675.00	.00		WF03282	
Total 82.502.01.303 DUES & PUBLICATIONS:				675.00	.00			
82.502.01.693 IEPA LOAN REPAYMENTS								
ILLINOIS ENVIRONMENTAL	L17-3396 22ND	0	N SIDE/S VILLA WATER MAIN PROJ LOAN#2	32,819.59	.00		032822	
Total 82.502.01.693 IEPA LOAN REPAYMENTS:				32,819.59	.00			
82.502.02.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0005158074 2/2022	0	520 N PRINCETON; 2/9-3/10/22	480.84	.00		032822	
COMMONWEALTH EDISON CO	0233060038 2/2022	0	CENTRAL PUMPING STN; 2/9-3/10/22	713.64	.00		032822	
COMMONWEALTH EDISON CO	6152211004 2/2022	0	WTR/SWR; 2/7-3/8/22	212.84	.00		032822	
COMMONWEALTH EDISON CO	6667072019 2/2022	0	WELL #2; 2/7-3/8/22	394.59	.00		032822	
Total 82.502.02.219 UTILITY - ELECTRIC:				1,801.91	.00			
82.502.02.223 WATER & SEWER SERVICE								
SALT CREEK SANITARY DISTRICT	5150240 2/2022	0	WTR/SWR; 11/15-2/15/22	31.63	.00		032822	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total 82.502.02.223 WATER & SEWER SERVICE:				31.63	.00			
Total GENERAL:				48,739.54	12,998.96			
Total WATER SUPPLY FUND:				48,739.54	12,998.96			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
83.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	04012022	0	HEALTH INSURANCE; APRIL 2022	4,356.84 ✓	4,356.84	03/21/2022	0321INT	
Total 83.502.01.250 EMPLOYEE BENEFITS:				4,356.84	4,356.84			
83.502.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	100722378-3/16/22	0	COPIERS/PRINTERS LEASE; 4/5-5/4/22	157.28 ✓	.00		032822	
Total 83.502.01.270 MAINT OF OFFICE EQUIPMENT:				157.28	.00			
83.502.01.299 OTHER CONTRACTUAL SERVICES								
COMCAST INTERNET	99697631 3/22	0	Phone Service; 3/15-4/14/22	65.55 ✓	.00		032822	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:				65.55	.00			
83.502.01.694 IEPA LOAN REPAYMENTS								
ILLINOIS ENVIRONMENTAL	L17-2987 26TH	0	S.MYRTLE RELIEF SWR PROJ LOAN #26 L17	23,960.63 ✓	.00		032822	
ILLINOIS ENVIRONMENTAL	L17-3049 22	0	SEWER REHAB PROJ LOAN#22 L17-3049	39,968.87 ✓	.00		032822	
Total 83.502.01.694 IEPA LOAN REPAYMENTS:				63,929.50	.00			
83.502.02.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0007134036 2/2022	0	WESTLANDS LIFT STN; 2/9-3/10/22	42.44 ✓	.00		032822	
COMMONWEALTH EDISON CO	0045126092 2/2022	0	NORTH & YALE; 1/27-2/25/22	423.49 ✓	.00		032822	
COMMONWEALTH EDISON CO	0051086116 2/2022	0	900 N VILLA; 1/27-2/25/22	366.71 ✓	.00		032822	
COMMONWEALTH EDISON CO	0063015145 2/2022	0	S VILLA LIFT STN; 2/9-3/10/22	1,230.52 ✓	.00		032822	
COMMONWEALTH EDISON CO	0375103058 2/2022	0	RT 83 LIFT STN; 2/9-3/10/22	55.02 ✓	.00		032822	
COMMONWEALTH EDISON CO	0474090018 2/2022	0	YALE/RIDGE LIFT STN; 2/9-3/10/22	150.60 ✓	.00		032822	
Total 83.502.02.219 UTILITY - ELECTRIC:				2,268.78	.00			
Total GENERAL:				70,777.95	4,356.84			
Total WASTEWATER FUND:				70,777.95	4,356.84			
Grand Totals:				422,476.53	272,828.83			

	Amount Paid
CASH ALLOCATIONS FUND	
Total CASH ALLOCATIONS FUND:	774.27
CORPORATE FUND	
Total CORPORATE FUND:	253,622.75
RECREATION FUND	
Total RECREATION FUND:	25,189.29
PARKS FUND	
Total PARKS FUND:	18,565.21
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	554.06
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	4,253.46
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	48,739.54
WASTEWATER FUND	
Total WASTEWATER FUND:	70,777.95
Grand Totals:	422,476.53

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

DATE

3/22/22

APPROVED BY


3/23/22

Amount Paid

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "WF032822","0322INT","0321INT","0317INT","032822"



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on April 11, 2022

Covering weekly check runs dated for:

April 4, 2022/CY21\$7,673.75

1 of 2

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF040421"
Invoice.Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
29.502.01.299 OTHER CONTRACTUAL SERVICES								
GARDINER KOCH WEISBERG	6681	0	LEGAL SVCS - GENERAL	7,673.75	.00		WF04042	
Total 29.502.01.299 OTHER CONTRACTUAL SERVICES:				7,673.75	.00			
Total GENERAL ADMINISTRATION:				7,673.75	.00			
Total TIF 3 FUND - NORTH AVENUE:				7,673.75	.00			
Grand Totals:				7,673.75	.00			

	<u>Amount Paid</u>
TIF 3 FUND - NORTH AVENUE	
Total TIF 3 FUND - NORTH AVENUE:	<u>7,673.75</u>
Grand Totals:	<u><u>7,673.75</u></u>

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

DATE

4/1/22

APPROVED BY



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VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on April 11, 2022

Covering weekly check runs dated for:

April 4, 2022/CY22 \$352,769.21

2 of 2

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "WF040422","040422","0330INT","0329INT"

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

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.210508 ESCROW: P. W. PROJECTS								
SCOTTISH PLUMBER, THE	PRRW21-487	0	BOND RLS; 609 S HARVARD	1,200.00	.00		040422	
Total 10.210508 ESCROW: P. W. PROJECTS:				1,200.00	.00			
Total :				1,200.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.511.00.299 OTHER CONTRACTUAL SERVICES								
MUNICIPAL CODE CORPORATION	00369503	0	CODIFICATION OF MUNICIPAL CODE	496.59	.00		WF04042	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:				496.59	.00			
10.511.00.303 DUES & PUBLICATIONS								
DUPAGE SENIOR CITIZENS COUNCIL	2022	0	2022 ANNUAL DSCC PROGRAMS FUNDING	2,500.00	.00		040422	
Total 10.511.00.303 DUES & PUBLICATIONS:				2,500.00	.00			
10.511.00.671 PARKS & REC ADVISORY COMMISSI								
RUIZ, PATTY	1ST QTR	0	1ST QTR OF PRAC MEETINGS	225.00	.00		WF04042	
Total 10.511.00.671 PARKS & REC ADVISORY COMMISSI:				225.00	.00			
Total PUBLIC AFFAIRS:				3,221.59	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.512.01.299 OTHER CONTRACTUAL SERVICES								
CIVIC PLUS	223425	0	VP INTRANET DEPT HEADER ANNUAL FEE	776.14	.00		WF04042	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:				776.14	.00			
Total MANAGER:				776.14	.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	S1048229	0	TEMPORARY STAFF SERVICES	1,320.00	✓ .00		040422	
GOVTEMPSUSA LLC	3929127	0	CONTRACTED FINANCE DIRECTOR; 3/13 & 3	7,245.00	✓ .00		040422	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:				8,565.00	.00			
10.513.00.317 OFFICE SUPPLIES								
AMERICAN PRINTING TECHNOLOGIE	2928	0	ENVELOPES FOR UTILITY BILLS	1,973.66	✓ .00		040422	
Total 10.513.00.317 OFFICE SUPPLIES:				1,973.66	.00			
Total FINANCE:				10,538.66	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.514.00.299 OTHER CONTRACTUAL SERVICES								
GOVTEMPSUSA LLC	3929127	0	CONTRACTED CD DIRECTOR; 3/13 & 3/20/22	8,134.00	.00		040422	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:				8,134.00	.00			
Total COMMUNITY DEVELOPMENT:				8,134.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.516.00.222 HEATING & A/C MAINT SERV								
WEST TOWN MECHANICAL	S12155615	0	INSTALL NEW JACE 8000 & LATEST HONEY	7,327.00	✓ .00		040422	
Total 10.516.00.222 HEATING & A/C MAINT SERV:				7,327.00	.00			
10.516.00.299 OTHER CONTRACTUAL SERVICES								
JOHNSON CONTROLS SECURITY SOL	37113386	0	FD82- FIRE ALARM WIRELESS MONITOR	108.00	✓ .00		WF04042	
JOHNSON CONTROLS SECURITY SOL	37113421	0	FD81- FIRE ALARM WIRELESS MONITOR	161.25	✓ .00		WF04042	
SMG SECURITY SYSTEMS INC	119923	0	PD- NEW FIRE SYSTEM INSTALL	6,610.00	✓ .00		WF04042	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:				6,879.25	.00			
Total BUILDINGS & GROUNDS:				14,206.25	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.519.00.210 TELEPHONE								
VOSKRESENSKI, VASSILI	FEB 2022	0	PERS PHONE REIMBURSEMENT; FEBRUAR	24.99	.00		040422	
VOSKRESENSKI, VASSILI	FEB 2022	0	USAGE REIMBURSEMENT; FEBRUARY 2022	24.99	.00		040422	
Total 10.519.00.210 TELEPHONE:				49.98	.00			
Total ENGINEERING:				49.98	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.520.01.299 OTHER CONTRACTUAL SERVICES								
SCIENTIFIC WILDLIFE MANAGEMENT	1	0	ANNUAL MONITORING AND EVAL OF COYOT	600.00	.00		WF04042	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:				600.00	.00			
10.520.01.399 OTHER SUPPLIES								
BANASZEWSKI, BART	REIMB-2022	0	REIMB FOR WINDOW TINT FOR VEHICLE #1	180.00	.00		040422	
Total 10.520.01.399 OTHER SUPPLIES:				180.00	.00			
10.520.08.299 OTHER CONTRACTUAL SERVICES								
VPPD	OAF FUNDS	0	MONEY FOR OFFICIAL ADVACED FUNDS (O	500.00	.00		040422	
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:				500.00	.00			
Total POLICE:				1,280.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.521.01.299 OTHER CONTRACTUAL SERVICES								
VERIZON WIRELESS	9901215698	0	WIRELESS SERVICE (4) AIRLINKS (7) IPADS	537.07	.00		WF04042	
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:				537.07	.00			
10.521.01.315 BUILDING MAINT SUPPLIES								
ACE HARDWARE, VILLA PARK	19580	0	BROOM 7 SQUEEGEE FOR STA 82	36.08	.00		WF04042	
Total 10.521.01.315 BUILDING MAINT SUPPLIES:				36.08	.00			
10.521.01.317 OFFICE SUPPLIES								
ACE HARDWARE, VILLA PARK	19574	0	SURGE PROTECTOR FOR STA 82	25.64	.00		WF04042	
Total 10.521.01.317 OFFICE SUPPLIES:				25.64	.00			
10.521.21.399 OTHER SUPPLIES								
ELEVATE SIGN GROUP LTD	22147	0	REPAIR OF STA 81 OUTDOOR ELECTRONIC	515.00	.00		WF04042	
Total 10.521.21.399 OTHER SUPPLIES:				515.00	.00			
10.521.22.399 OTHER SUPPLIES								
ACE HARDWARE, VILLA PARK	19530	0	DROP CORD FOR O81	13.85	.00		WF04042	
ACE HARDWARE, VILLA PARK	19578	0	ADAPTER FOR E82	6.64	.00		WF04042	
SK ELECTRONICS	21080	0	(1) UNIFICATION G5 PAGER FOR STA 82	940.00	940.00	03/31/2022	0330INT	
Total 10.521.22.399 OTHER SUPPLIES:				960.49	940.00			
Total FIRE:				2,074.28	940.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.523.02.299 OTHER CONTRACTUAL SERVICES								
STRYKER SALES CORPORATION	3687536M	0	COT MAIN AGREEMENT FOR M81 & M82 YR	2,372.40	.00		WF04042	
STRYKER SALES CORPORATION	3687663M	0	HEART MONITOR MAIN AGREEMENT FOR (2	3,060.00	.00		WF04042	
Total 10.523.02.299 OTHER CONTRACTUAL SERVICES:				5,432.40	.00			
10.523.02.399 OTHER SUPPLIES								
MMSGs	19039082	0	AIRWAY KIT 20FR-36 FOR M81	41.59	.00		WF04042	
MMSGs	19072057	0	(9) AED PAD/BATTERY PACKS FOR VILLAGE	693.25	.00		WF04042	
MMSGs	19082757	0	(10) BOXES EXAM GLOVES XL (1) CASE EXA	628.93	.00		WF04042	
MMSGs	19093505	0	AIRWAY KIT 20FR-36 FOR M81	41.59	.00		WF04042	
MMSGs	19148316	0	(4) AED PAD/BATTERY KITS FOR VILLAGE A	472.64	.00		WF04042	
MMSGs	39038911	0	AIRWAY KIT 12FR-18 FOR M81	47.47	.00		WF04042	
Total 10.523.02.399 OTHER SUPPLIES:				1,925.47	.00			
Total AMBULANCE/PARAMEDIC:				7,357.87	.00			

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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-9725	0	ELECTRONIC RECYCLING	1,486.65	.00		WF04042	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:				1,486.65	.00			
Total GARBAGE:				1,486.65	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.525.25.299 OTHER CONTRACTUAL SERVICES								
H & H ELECTRIC COMPANY	38610 R1	0	FEBRUARY TRAFFIC SIGNAL MAINTENANCE	624.00	.00		WF04042	
Total 10.525.25.299 OTHER CONTRACTUAL SERVICES:				624.00	.00			
10.525.27.342 ASPHALT MIX								
HEALY ASPHALT CO LLC	30597	0	2.63 TNS UPM COLD MIX	378.72	.00		WF04042	
HEALY ASPHALT CO LLC	30606	0	2.66 TNS UPM COLD MIX	383.04	.00		WF04042	
HEALY ASPHALT CO LLC	30629	0	5.23 TNS UPM COLD MIX	753.12	.00		WF04042	
Total 10.525.27.342 ASPHALT MIX:				1,514.88	.00			
10.525.28.286 MOSQUITO ABATEMENT								
CLARKE ENVIRONMENTAL MOSQUIT	1023252	0	ENVIROMENTAL MOSQUITO MANAGEMENT	17,000.00	.00		WF04042	
Total 10.525.28.286 MOSQUITO ABATEMENT:				17,000.00	.00			
Total STREET:				19,138.88	.00			
Total CORPORATE FUND:				69,464.30	940.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
29.502.01.299 OTHER CONTRACTUAL SERVICES								
GARDINER KOCH WEISBERG	7657	0	LEGAL SERVICES - N. AVE TIF	1,540.00	.00		WF04042	
GARDINER KOCH WEISBERG	7977	0	LEGAL SVCS - NORTH AVE TIF	176.00	.00		WF04042	
Total 29.502.01.299 OTHER CONTRACTUAL SERVICES:				1,716.00	.00			
Total GENERAL ADMINISTRATION:				1,716.00	.00			
Total TIF 3 FUND - NORTH AVENUE:				1,716.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.42049 DONATIONS MENARDS	84627	0	CRB DONATED REFRIGERATOR	643.25	.00		WF04042	
Total 35.42049 DONATIONS:				643.25	.00			
Total :				643.25	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.01.317 OFFICE SUPPLIES								
GARVEY'S OFFICE PRODUCTS	PINV2231449	0	ICC OFFICE SUPPLIES	13.53	.00		WF04042	
Total 35.502.01.317 OFFICE SUPPLIES:				13.53	.00			
35.502.16.299 OTHER CONTRACTUAL SERVICES								
A & P GREASE TRAPPERS INC	032122	0	ICC GREASE TRAP CLEANING	225.00	.00		WF04042	
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:				225.00	.00			
35.502.36.297 OFFICIATING SERVICES								
PANEK, BRIAN	031222	0	CONTRACTUAL YTH BBALL LEAGUE PROG.	304.00	.00		WF04042	
Total 35.502.36.297 OFFICIATING SERVICES:				304.00	.00			
35.502.36.299 OTHER CONTRACTUAL SERVICES								
ROCK 'N' KIDS INC	VPWII22	0	CONTRACTUAL EARLY CHD MUSIC CLASS	212.50	.00		WF04042	
TUMBLING TIMES INC	16	0	CONTRACTUAL YTH GYMNASTIC PROG.	978.60	.00		WF04042	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:				1,191.10	.00			
35.502.36.311 PROGRAM SUPPLIES								
DUPAGE COUNTY HEALTH	IN0047549	0	ANNUAL PERMIT FEE, ICC KITCHEN	922.00	.00		WF04042	
Total 35.502.36.311 PROGRAM SUPPLIES:				922.00	.00			
35.502.36.334 RESALE ITEMS								
RACANELLI, GINA	032422	0	REIMBURSEMENT, DANCE COSTUME	196.38	.00		WF04042	
Total 35.502.36.334 RESALE ITEMS:				196.38	.00			
Total GENERAL:				2,852.01	.00			
Total RECREATION FUND:				3,495.26	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
36.502.01.202 TRAINING & CONFERENCES								
ROCHE, BRIAN	REIMB-TRANSPORTATIO	0	REIMB TRANSPORTATION 1/28/22 CONFERE	12.00	.00		040422	
Total 36.502.01.202 TRAINING & CONFERENCES:				12.00	.00			
36.502.02.319 ATHLETIC FIELD MATERIALS								
SPORTSFIELDS, INC	2022082	0	DURAPLAY FOR FIELDS	1,552.50	.00		WF04042	
Total 36.502.02.319 ATHLETIC FIELD MATERIALS:				1,552.50	.00			
Total GENERAL:				1,564.50	.00			
Total PARKS FUND:				1,564.50	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
41.502.02.311 PROGRAM SUPPLIES								
DUPAGE SWIM & DIVE CONFERENCE	2022 DUES	0	2022 MARINERS CONF DUES	445.00	.00		WF04042	
Total 41.502.02.311 PROGRAM SUPPLIES:				445.00	.00			
41.502.03.302 CHEMICALS								
AQUA PURE ENTERPRISES INC	0139268-IN	0	POOL DIATOMACEOUS CHEMICALS	206.95	.00		WF04042	
Total 41.502.03.302 CHEMICALS:				206.95	.00			
Total GENERAL:				651.95	.00			
Total SWIMMING POOL FUND:				651.95	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
60.502.02.299 OTHER CONTRACTUAL SERVICES								
GOVTEMPSUSA LLC	3929127	0	CONTRACTED ENGINEER; 3/13 & 3/20/22	2,240.00	✓ .00		040422	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:				2,240.00	.00			
Total GENERAL:				2,240.00	.00			
Total STREET IMPROVEMENT FUND:				2,240.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
65.502.02.401 CAPITAL OUTLAY								
STANDARD EQUIPMENT CO	U00858	0	2022 ELGIN PELICAN SWEEPER	245,751.00	245,751.00	03/29/2022	0329INT	
Total 65.502.02.401 CAPITAL OUTLAY:				245,751.00	245,751.00			
Total GENERAL:				245,751.00	245,751.00			
Total EQUIPMENT REPLACEMENT FUND:				245,751.00	245,751.00			

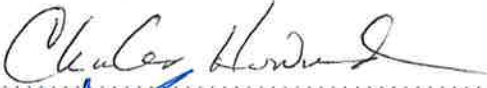
Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
82.502.02.354 WATER METERS								
CORE & MAIN	P795264	0	3/4" IPERL WATER METERS	18,060.00	.00		WF04042	
Total 82.502.02.354 WATER METERS:				18,060.00	.00			
82.502.02.399 OTHER SUPPLIES								
MCCANN INDUSTRIES INC	P61801	0	WOODEN STAKES FOR B-BOX'S IN MYRTLE	153.92	.00		WF04042	
Total 82.502.02.399 OTHER SUPPLIES:				153.92	.00			
Total GENERAL:				18,213.92	.00			
Total WATER SUPPLY FUND:				18,213.92	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
83.502.01.299 OTHER CONTRACTUAL SERVICES								
DUPAGE COUNTY RECORDER	40411266	0	MAPLE ST PROJECT LIEN; 152 E DIVISION ✓	11.00	.00		040422	
DUPAGE COUNTY RECORDER	40411266	0	MAPLE ST PROJECT LIEN; 152 N MYRTLE ✓	11.00	.00		040422	
DUPAGE COUNTY RECORDER	40411266	0	MAPLE ST PROJECT LIEN; 165 N MYRTLE ✓	11.00	.00		040422	
DUPAGE COUNTY RECORDER	40411266	0	MAPLE ST PROJECT LIEN; 216 E PINE ✓	11.00	.00		040422	
DUPAGE COUNTY RECORDER	40411266	0	MAPLE ST PROJECT LIEN; 160 N MYRTLE ✓	11.00	.00		040422	
DUPAGE COUNTY RECORDER	40411266	0	MAPLE ST PROJECT LIEN; 315 E DIVISION ✓	11.00	.00		040422	
DUPAGE COUNTY RECORDER	40411266	0	MAPLE ST PROJECT LIEN; 314 E PINE ✓	11.00	.00		040422	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:				77.00	.00			
83.502.02.299 OTHER CONTRACTUAL SERVICES								
FLOW TECHNICS	000009374	0	INSTALL EPI CHOPPER PUMP NORTH VILLA	795.00	.00		WF04042	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:				795.00	.00			
83.502.02.401 CAPITAL OUTLAY								
NERI CONSTRUCTION CO, JOHN	031722	0	SANITARY SEWER SERVICE LINE REPAIR	8,800.28	.00		WF04042	
Total 83.502.02.401 CAPITAL OUTLAY:				8,800.28	.00			
Total GENERAL:				9,672.28	.00			
Total WASTEWATER FUND:				9,672.28	.00			
Grand Totals:				352,769.21	246,691.00			

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	69,464.30
TIF 3 FUND - NORTH AVENUE	
Total TIF 3 FUND - NORTH AVENUE:	1,716.00
RECREATION FUND	
Total RECREATION FUND:	3,495.26
PARKS FUND	
Total PARKS FUND:	1,564.50
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	651.95
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	2,240.00
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	245,751.00
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	18,213.92
WASTEWATER FUND	
Total WASTEWATER FUND:	9,672.28
Grand Totals:	352,769.21

Amount Paid

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

DATE 4/1/22 APPROVED BY 


Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "WF040422","040422","0330INT","0329INT"

Village Board of Trustees Agenda Item Report

Meeting Date: April 11, 2022

Submitted by: Suzanne McVey

Submitting Department: Village Manager's Office

Item Type: Ordinances

Agenda Section: First Reading on Ordinances to be Codified

Subject:

An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending 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

Suggested Action:

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.

Attachments:

[Memo_-_711_Change_D_liquor_license.docx](#)

[ORD_-_Add_Class_D_and_Reduce_Class_H_Liquor_License_-_7-Eleven.DOCX](#)

Memo

Date: April 4, 2022

To: President Cuzzone and Board of Trustees

Cc: Interim Village Manager Guerra

RE: Liquor License Ordinance for Shree Sainath Enterprise, Inc., 7-Eleven

The business at 610 N. Addison currently operates as a 7-Eleven and holds a Class H liquor license which allows sale of beer and wine only. They are requesting a Class D license to sell full package liquor at their convenient store establishment. There are currently no additional Class D-1 liquor licenses, so the Village will need to adopt the attached ordinance to increase the maximum licenses under the D classification to allow for this liquor license.

With this new license, there will be 8 total Class D licenses. This will also decrease the number of Class H licenses to 5.

Recommended Action

This ordinance will add a Class D-1, Full package, convenient store increasing the total to 8 Class D licenses and decrease the total of Class H licenses to 5.

Ordinance No: _____

Ordinance No. _____

An Ordinance 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

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

WHEREAS, pursuant to Section 5/4-1 of the Liquor Control Act of 1934, as amended, (235 ILCS 5/4-1 et seq.) the corporate authorities of the Village have the power to determine the number, kind and classification of liquor licenses; and

WHEREAS, Ravi Patel (“Applicant”), president of Shree Sainath Enterprise, Inc., is the current liquor license holder of a Class H license for the establishment located at 610 North Addison, Villa Park, which currently operates as a 7-Eleven convenient store; and

WHEREAS, the Class H liquor license maintained by 7-Eleven will be surrendered and will automatically and immediately reduce the maximum number of Class H liquor licenses by one (1); and

WHEREAS, Applicant has requested a Class D liquor license in order to sell full package liquor; and

WHEREAS, the Village President, as the Local Liquor Control Commissioner, has approved the Applicant’s application for a Class D liquor license in order to operate the establishment of 7-Eleven at 610 N. Addison Ave., Villa Park; and

WHEREAS, the corporate authorities of the Village of Villa Park deem it to be in the best interests of the Village and its residents to decrease the maximum number of Class H liquor licenses by one (1) and to increase the maximum number of Class D liquor licenses by one (1) in order to accommodate the operation of Applicant’s request.

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

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

Ordinance No: _____

Section 2: That Section 3-313(a) of the Municipal Code of the Village of Villa Park, as amended, be and is hereby amended, with respect to the Class H and Class D-1 license, to read as follows:

Class	Maximum Number
H	5
D	8

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

Passed this _____ day of _____, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2022.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2022

Village Board of Trustees Agenda Item Report

Meeting Date: April 11, 2022

Submitted by: Ellen Weber

Submitting Department: Community Development

Item Type: Ordinances

Agenda Section: First 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 34 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 PZ-22-0002 for the following 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.

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 032822_PZ-22-0002 24 E St Charles SU Drive thru
ORD_for_PZ-22-0002_24_E_St._Charles_Rd__SU__VAR
PZ Minutes 3-10-2022](#)

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 11, 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)

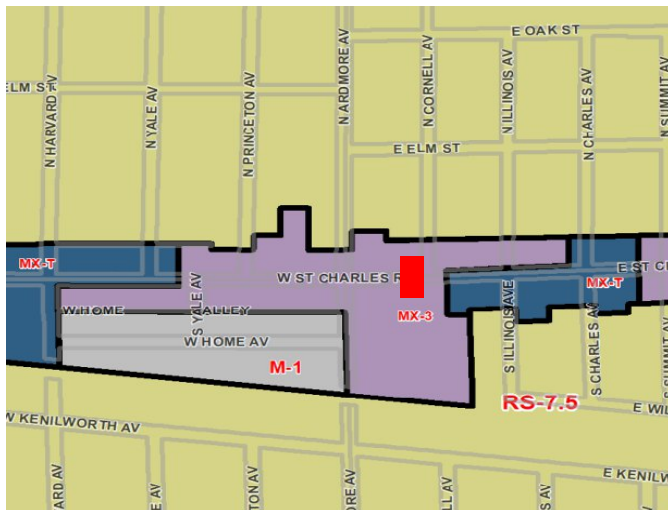
Zoning Requests:

- 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: $\pm .21$ Acres / Proposed building size: $\pm 1,800$ 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.

- 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.

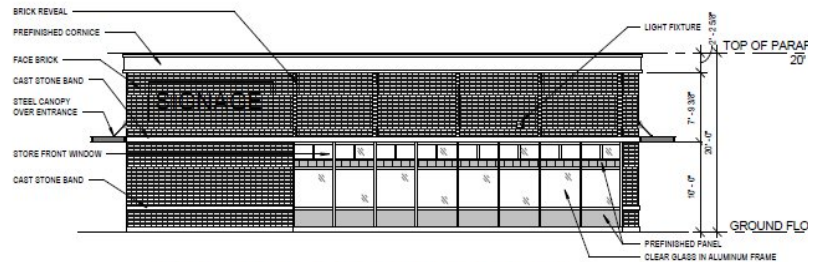
- Signage is not approved at this time and a sign permit will be required during the building permit process. The applicant is aware that the sign code does not permit signage on all four building facades; no sign variations were requested with this application.

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.*



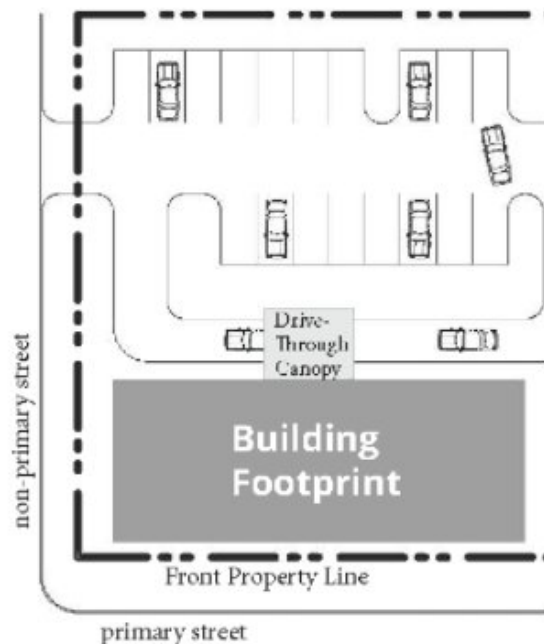
④ **SOUTH ELEVATION - ST CHARLES RD**
1/8" = 1'-0"



③ **EAST ELEVATION - N CORNELL AVE**
1/8" = 1'-0"

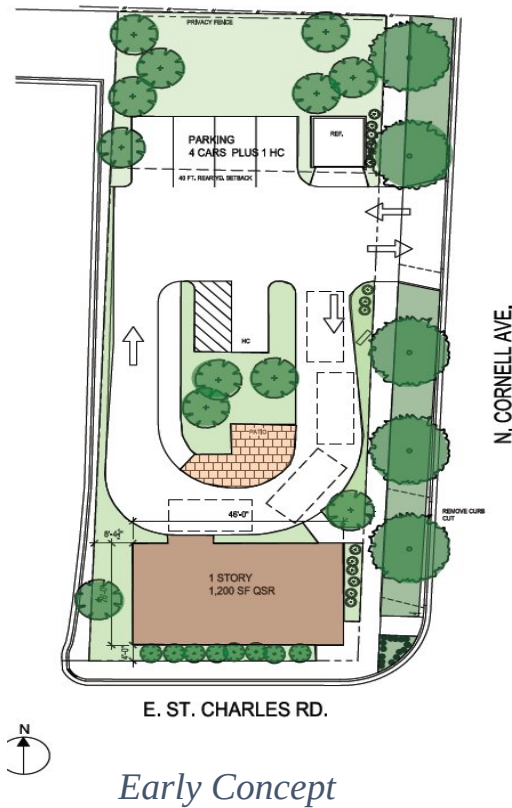
Proposed building elevation – note, no tenant identified

Figure 4-38. Drive-Through Facility Layout

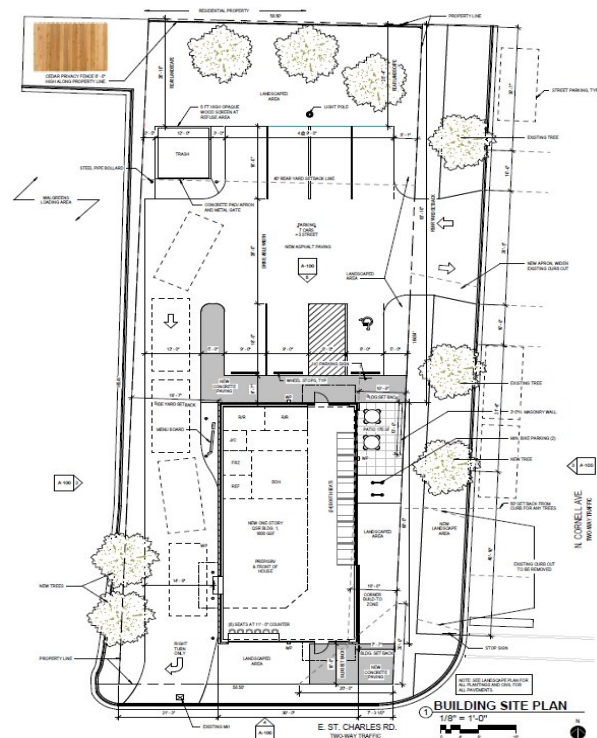


The proposal meets stacking requirements under *Section 7.11 Drive-through Facilities* which regulates the number of stacking spaces needed in addition to the number of parking spaces required for the land use. A variance is needed from the location requirements in MX District *Section 4.7.11 Drive-through 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 34 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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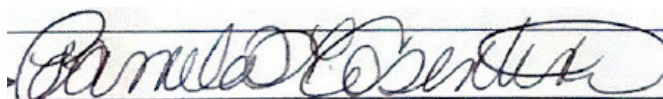
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1 STATE OF ILLINOIS)
) SS:
 2 COUNTY OF C O O K)
 3

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 11, 2022

Submitted by: Ellen Weber

Submitting Department: Community Development

Item Type: Ordinances

Agenda Section: First Reading on Ordinances to be Codified

Subject:

An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending 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:

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 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.

Recommendation:

Recommending the Ordinance approving 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.
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Attachments:

[VB memo 032822_PZ-22-0003 880 N Addison Bone PUD Amendment.docx](#)

[Revised draft Ordinance for Bone roofing pz 22-0003.docx](#)

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

[Minutes 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 11, 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:	Zoning	Land Use
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.

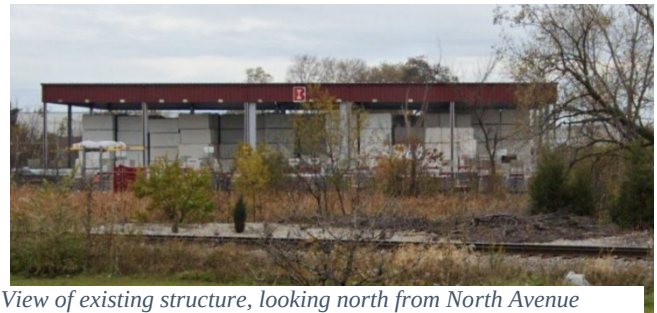
Background: In 1991 the parcel, formerly known as 2N080 Addison Road was annexed via Ordinance 2500 (Recorded as R91-119279) and zoned "Planned Unit Development – Industrial" via Ordinance 2501 (Recorded as R91-119278). A pre-annexation agreement, recorded via R91-19275, and expired in 2021.

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.

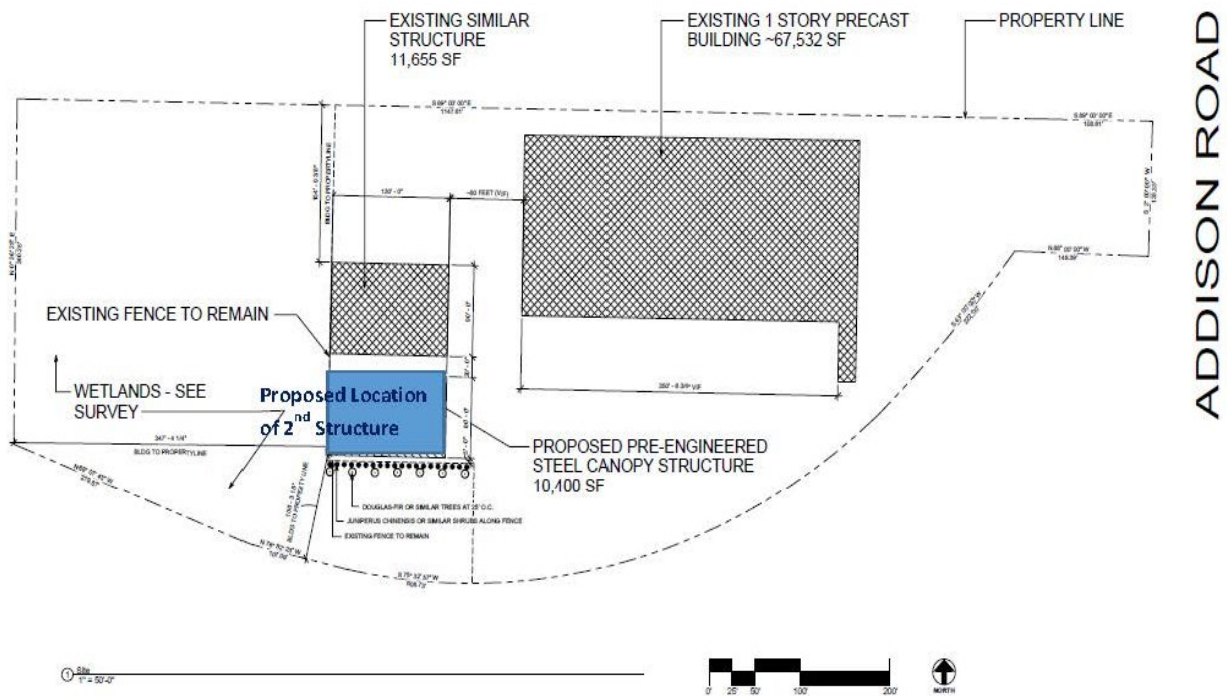


View of existing structure, looking north from North Avenue

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

PROPOSED REDEVELOPMENT PLAN- Nov2012[illegible]

SITE DEVELOPMENT DATA	
TOTAL LOT AREA	10.04 ACRES
LOT/PLAT	8.97 ACRES
LOT/PLAT "A"	ACRES
LOT "B"	5.97 ACRES
PROP. BLVD. IMPROV. ADJACENT/ADJ.	0.10 ACRES
TOTAL DEVELOPABLE AREA (10.04 - 0.10)	0.17 ACRES
DEVELOPABLE AREA (FUTURES/STAGE)	50,210 SQ. FT.
TOTAL REMAINING STAGE	97
TRACT AREA (10.04 - 0.17)	2.2
LOT - TRACT/LOT INDEX (10.04)	2

NOTE: APPLICANT'S PROPOSED REVISIONS ARE HIGHLIGHTED IN RED

Proposed Revisions:

1. **Widen 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**

4. Utilize north 25 ft. driveway width for ingress around building-
5. Install Above Ground Fuel Storage Facility (Diesel, Propane, and future alternate fuels)
6. Install new identification sign in front yard
7. Conduct sales (wholesale & retail) as a roofing supply business- Requires a C-3 Zoning Designation - conditional use of the proposed PUD

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

PROPOSED REDEVELOPMENT PLAN - Nov2012
880 ADDISON ROAD, VILLA PARK, IL.
11/2012

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:

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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.)

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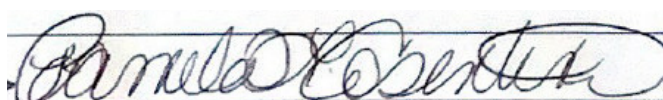
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24

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
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PAMELA L. COSENTINO, CSR

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 23
 24

&	4	ago 15:11	basic 17:13
& 1:1,12	4 9:12	agree 15:9,18	behalf 9:20
0	4.89 5:16	allow 4:10	belief 15:6
03-33 16:15	5	allowed 3:13 4:20	believe 7:7 8:17
03-33-307013	50 6:1 11:21	4:20 5:10	10:13
16:15	6	amend 3:9	best 7:14
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Village Board of Trustees Agenda Item Report

Meeting Date: April 11, 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 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

Suggested Action:

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."

Attachments:

[MEMO - 2020 Street Improvement Project Final Change Order #1](#)

[RESO - Change Order 01 FINAL 2022-03-11_-_2020_Streets](#)

[2020 Street Improvement Project Final Change Order #1](#)

Memo



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

From: Karla Bastien, Civil Engineer

Karla Bastien

Date: March 11, 2022

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 1 to the Contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for Construction of the 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 as measured in the field.

Some of the most significant changes are increases in the quantities of surface asphalt and curb and gutter installation, as well as decreases in the quantities of aggregate subgrade improvements and non-special waste disposal compared with the quantities that were estimated in the awarded contract.

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. Project costs are being paid out of the Street (Capital) Fund and the Street (Referendum) Fund.

A summary of the adjusted final contract would be as follows:

Awarded Contract Amount	\$1,699,466.14
Change Order #1 (FINAL)	(\$131,815.54)
Adjusted FINAL Contract Amount	\$1,567,650.60

RECOMMENDATION

Staff recommends approval of final Change Order Number 1 to the contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for construction of the 2020 Street Improvement Project.

Resolution No. _____

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

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

WHEREAS, the Village had approved a contract in the amount of \$1,699,466.14 with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for a project commonly known as the 2020 Street Improvement Project which contract amount requires a decrease from the original contract amount due to net decreases in the estimated amount of aggregate subgrade improvements and non-special waste disposal required to complete the project resulting in a change order in the amount of \$131,815.54; and

WHEREAS, change orders must meet the required findings that circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or the change order is in the best interest of the Village as required by Section 33E-9 of the Illinois Criminal Code (720 ILCS 5/33 E-9); and

WHEREAS, it has been recommended to the Village Board that a change order is necessary and consists of the final balancing of contract quantities as measured in the field, as set forth in final Change Order Number 1 attached hereto and made a part hereof.

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

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

Section 2: The Village hereby finds and declares that the final Change Order Number 1 to the 2020 Street Improvement Project contract with A Lamp Concrete Contractors, Inc., with total additions of \$61,436.98 and total deductions of \$193,252.52, for a net deduction of \$131,815.54, attached hereto and made a part hereof, is required by circumstances not reasonably foreseeable at the time the contract was signed and is in the best interests of the Village.

Resolution No. _____

Section 3: The corporate authorities find that the Change Order does not authorize or necessitate an increase in the contract price that is fifty percent (50%) or more of the original contract price and that it does not authorize or necessitate an increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price.

Section 4: The attached change order is hereby approved, and the Village Manager is authorized to execute the change order in substantially the form attached hereto.

Section 5: That the Village Manager is directed to cause a copy of this resolution to be placed and maintained in the permanent contract file for the 2020 Street Improvement Project which shall be open to the public.

Section 6: That this resolution shall be in full force and effect from and after its passage and approval in pamphlet form.

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

AYES:
NAYS:
ABSENT:

APPROVED this ____ day of _____, 2022

Attest: _____
Village Clerk

Village President

Village of Villa Park						
Change Order Number				01		
Project: 2020 Street Improvement Project						
Contractor: A Lamp Concrete Contractors, Inc.						
Date of Contract Time Start: 06/25/2020						
Awarded Contract Amount: \$1,699,466.14						
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
01	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	63.00	53.00	\$ 18.70	\$ (187.00)
02	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	158.00	130.00	\$ 20.90	\$ (585.20)
03	TEMPORARY FENCE	FOOT	1,600.00	-	\$ 1.00	\$ (1,600.00)
04	TREE ROOT PRUNING	EACH	41.00	25.00	\$ 15.00	\$ (240.00)
05	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	15.00	7.00	\$ 55.00	\$ (440.00)
06	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	41.00	19.00	\$ 88.00	\$ (1,936.00)
07	EARTH EXCAVATION	CU YD	1,479.00	1,481.00	\$ 41.50	\$ 83.00
08	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	2,169.00	1,178.00	\$ 15.00	\$ (14,865.00)
09	TRENCH BACKFILL	CU YD	38.00	60.00	\$ 50.00	\$ 1,100.00
10	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	6,580.00	5,136.00	\$ 1.00	\$ (1,444.00)
11	SUPPLEMENTAL WATERING	UNIT	30.00	-	\$ 1.00	\$ (30.00)
12	INLET FILTERS	EACH	36.00	32.00	\$ 15.00	\$ (60.00)
13	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	960.00	25.00	\$ 15.00	\$ (14,025.00)
14	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	2,167.00	1,981.00	\$ 11.25	\$ (2,092.50)
15	AGGREGATE BASE COURSE, TYPE B	CU YD	182.00	177.00	\$ 30.00	\$ (150.00)
16	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	5,746.00	5,773.00	\$ 6.20	\$ 167.40
17	BITUMINOUS MATERIALS (TACK COAT)	POUND	7,614.00	9,220.00	\$ 0.01	\$ 16.06
18	POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-4.75, N50	TON	394.00	279.16	\$ 99.00	\$ (11,369.16)
19	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	346.00	161.00	\$ 10.00	\$ (1,850.00)
20	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	795.00	822.34	\$ 76.00	\$ 2,077.84
21	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	1,484.00	1,667.60	\$ 82.00	\$ 15,055.20
22	PORTLAND CEMENT CONCRETE PAVEMENT 8" (JOINTED)	SQ YD	2,205.00	2,205.00	\$ 68.00	\$ -
23	PROTECTIVE COAT	SQ YD	5,462.00	860.00	\$ 1.00	\$ (4,602.00)
24	DETECTABLE WARNINGS	SQ FT	679.00	743.00	\$ 25.00	\$ 1,600.00
25	PAVEMENT REMOVAL	SQ YD	5,095.00	5,128.00	\$ 19.65	\$ 648.45
26	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1,595.00	1,547.00	\$ 9.60	\$ (460.80)
27	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2,640.00	3,153.00	\$ 4.75	\$ 2,436.75
28	SIDEWALK REMOVAL	SQ FT	16,162.00	16,255.00	\$ 1.00	\$ 93.00
29	CLASS C PATCHES, 6 INCH	SQ YD	1,569.00	1,599.00	\$ 50.00	\$ 1,500.00
30	CLASS D PATCHES, 6 INCH	SQ YD	36.00	55.00	\$ 50.00	\$ 950.00
31	STORM SEWERS, CLASS A, 12"	FOOT	30.00	-	\$ 95.00	\$ (2,850.00)
32	STORM SEWERS, RUBBER GASKET, CLASS A, 12"	FOOT	91.00	122.00	\$ 95.00	\$ 2,945.00
33	STORM SEWERS, CLASS B, 8"	FOOT	16.00	16.00	\$ 75.00	\$ -
34	WATER VALVES 6"	EACH	1.00	1.00	\$ 1,500.00	\$ -
35	FIRE HYDRANTS TO BE REMOVED	EACH	2.00	2.00	\$ 750.00	\$ -
36	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	2.00	2.00	\$ 7,000.00	\$ -
37	CATCH BASINS, TYPE A, 4'-DIAMETER	EACH	7.00	7.00	\$ 4,200.00	\$ -
38	CATCH BASINS, TYPE C	EACH	6.00	5.00	\$ 2,200.00	\$ (2,200.00)
39	MANHOLES, TYPE A, 4'-DIAMETER	EACH	2.00	2.00	\$ 4,000.00	\$ -
40	INLETS, TYPE A	EACH	4.00	5.00	\$ 1,800.00	\$ 1,800.00
41	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1.00	-	\$ 4,000.00	\$ (4,000.00)

Village of Villa Park						
Change Order Number				01		
Project: 2020 Street Improvement Project						
Contractor: A Lamp Concrete Contractors, Inc.						
Date of Contract Time Start: 06/25/2020						
Awarded Contract Amount: \$1,699,466.14						
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
42				-		\$ -
43	FRAMES AND GRATES, TYPE 11	EACH	26.00	20.00	\$ 495.00	\$ (2,970.00)
44	FRAMES AND LIDS, TYPE 1	EACH	11.00	7.00	\$ 350.00	\$ (1,400.00)
45	NON-SPECIAL WASTE DISPOSAL	CU YD	510.00	-	\$ 50.00	\$ (25,500.00)
46	SIGN PANEL - TYPE 1	SQ FT	36.00	26.50	\$ 25.00	\$ (237.50)
47	REMOVE SIGN PANEL ASSEMBLY - TYPE A	EACH	5.00	2.00	\$ 100.00	\$ (300.00)
48	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	2.00	2.00	\$ 200.00	\$ -
49	TELESCOPING STEEL SIGN SUPPORT	FOOT	192.00	136.00	\$ 15.00	\$ (840.00)
50	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	156.00	156.00	\$ 4.90	\$ -
51	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	4,855.00	655.00	\$ 1.10	\$ (4,620.00)
52	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	30.00	-	\$ 1.60	\$ (48.00)
53	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	204.00	355.00	\$ 3.20	\$ 483.20
54	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	290.00	298.00	\$ 4.90	\$ 39.20
55	PAINT PAVEMENT MARKING - LINE 4"	FOOT	300.00	-	\$ 2.00	\$ (600.00)
56	REBUILD EXISTING HANDHOLE	EACH	1.00	1.00	\$ 3,500.00	\$ -
57	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	289.00	274.00	\$ 48.00	\$ (720.00)
58	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	SQ YD	1,798.00	1,717.00	\$ 60.00	\$ (4,860.00)
59	CONSTRUCTION LAYOUT	L SUM	1.00	1.00	\$ 34,000.00	\$ -
60	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	33.00	40.00	\$ 350.00	\$ 2,450.00
61	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	16.00	6.00	\$ 1,200.00	\$ (12,000.00)
62				-		\$ -
63	SAWING P.C. CONCRETE PAVEMENT (FULL DEPTH)	FOOT	3,181.00	3,181.00	\$ 2.00	\$ -
64	TREE, ACER RUBRUM (RED MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	4.00	5.00	\$ 525.00	\$ 525.00
65	TREE, GINKGO BILOBA (GINKGO), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	4.00	5.00	\$ 525.00	\$ 525.00
66	TREE, GYMNOCLADUS DIOICUS (KENTUCKY COFFEETREE), 3" CALIPER, BALLED AND BURLAPPED	EACH	3.00	3.00	\$ 605.00	\$ -
67	TREE, ULMUS JAPONICA X WILSONIANA MORTON (ACCOLADE ELM), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	4.00	5.00	\$ 525.00	\$ 525.00
68	TREE, MALUS PRAIRIE ROSE (PRAIRIE ROSE CRABAPPLE), 2" CALIPER, TREE FORM, BALLED AND BURLAPPED	EACH	3.00	-	\$ 440.00	\$ (1,320.00)
69	TOPSOIL FURNISH AND PLACE, 4" (SPECIAL)	SQ YD	2,757.00	2,996.00	\$ 2.00	\$ 478.00
70	EXPLORATION TRENCH, SPECIAL	FOOT	400.00	57.00	\$ 1.00	\$ (343.00)
71	SODDING, SPECIAL	SQ YD	2,757.00	2,996.00	\$ 5.00	\$ 1,195.00
72	TEMPORARY ACCESS (DRIVEWAY ENTRANCE)	EACH	54.00	1.00	\$ 50.00	\$ (2,650.00)
73	TEMPORARY ACCESS (ROAD)	EACH	17.00	-	\$ 150.00	\$ (2,550.00)
74	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQ YD	327.00	246.00	\$ 59.50	\$ (4,819.50)
75	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH, SPECIAL	SQ YD	464.00	435.00	\$ 76.00	\$ (2,204.00)
76	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL	SQ FT	15,393.00	15,024.00	\$ 6.15	\$ (2,269.35)
77	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH, SPECIAL	SQ FT	1,972.00	2,064.00	\$ 8.20	\$ 754.40
78	PORTLAND CEMENT CONCRETE SURFACE REMOVAL (VARIABLE DEPTH)	SQ YD	6,620.00	7,092.00	\$ 2.05	\$ 967.60
79	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	2,788.00	2,804.00	\$ 3.15	\$ 50.40

Village of Villa Park						
Change Order Number				01		
Project:2020 Street Improvement Project Contractor:A Lamp Concrete Contractors, Inc. Date of Contract Time Start:06/25/2020 Awarded Contract Amount:\$1,699,466.14 Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
80	AGGREGATE SHOULDERS (SPECIAL)	SQ YD	244.00	306.00	\$ 6.00	\$ 372.00
81	VALVE BOXES TO BE ADJUSTED (SPECIAL)	EACH	1.00	1.00	\$ 300.00	\$ -
82	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (SPECIAL)	FOOT	56.00	48.00	\$ 35.00	\$ (280.00)
83	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-9.12 (SPECIAL)	FOOT	62.00	57.00	\$ 30.00	\$ (150.00)
84	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-4.12 (SPECIAL)	FOOT	860.00	887.00	\$ 24.00	\$ 648.00
85	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)	FOOT	3,916.00	4,339.00	\$ 22.25	\$ 9,411.75
86	CONCRETE WEDGE	FOOT	743.00	733.00	\$ 3.25	\$ (32.50)
87	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1.00	1.00	\$ 80,000.00	\$ -
88	CONNECTION TO EXISTING WATER MAIN (NON PRESSURE)	EACH	3.00	3.00	\$ 3,000.00	\$ -
89	PRECONSTRUCTION VIDEO TAPING	L SUM	1.00	1.00	\$ 17,000.00	\$ -
90	SANITARY SEWER REPAIR, REMOVE AND REPLACE, 8-INCH DIAMETER OR LESS	FOOT	48.00	58.50	\$ 225.00	\$ 2,362.50
91	SANITARY SEWER REPAIR, REMOVE AND REPLACE, OVER 8-INCH DIAMETER	FOOT	25.00	23.00	\$ 300.00	\$ (600.00)
92	SANITARY MANHOLES, 4'-DIAMETER, TYPE I FRAME, CLOSED LID	EACH	4.00	4.00	\$ 6,050.00	\$ -
93	EXISTING PIPE TO BE ADJUSTED	EACH	3.00	4.00	\$ 350.00	\$ 350.00
94	GEOGRID	SQ YD	2,167.00	1,981.00	\$ 6.00	\$ (1,116.00)
95	REMOVE AND REINSTALL LANDSCAPING ITEM	FOOT	110.00	45.00	\$ 90.00	\$ (5,850.00)
96	WATER USAGE DEDUCTION	T GAL	100.00	-	\$ (8.85)	\$ 885.00
97	WATER USAGE CREDIT	T GAL	100.00	-	\$ 8.85	\$ (885.00)
98	CONTINGENCY ALLOWANCE	DOLLAR	30,000.00	-	\$ 1.00	\$ (30,000.00)
X1001	T&M FOR VILLAGE GATE VALVE INSTALLATION @ PARK & ARDMORE	L SUM	-	1.00	\$ 817.23	\$ 817.23
X1002	10" DIP WATER MAIN	FOOT	-	25.00	\$ 173.00	\$ 4,325.00
X1003	VALVE BOX	EACH	-	2.00	\$ 500.00	\$ 1,000.00
X1004	10" GATE VALVE	EACH	-	1.00	\$ 2,800.00	\$ 2,800.00
X1005	SATURDAY WORK	DAY	-	3.00	\$ (998.67)	\$ (2,996.01)
X1006	OT WORK	HOURL	-	16.00	\$ (130.00)	\$ (2,080.00)
X1007	LIQUIDATED DAMAGES FOR STRIPING (11 DAYS)	DAY	-	11.00	\$ (1,275.00)	\$ (14,025.00)
TOTAL ADDITIONS					\$	61,436.98
TOTAL DEDUCTIONS					\$	(193,252.52)
TOTAL CHANGE ORDER AMOUNT					\$	(131,815.54)
REASON FOR CHANGE ORDER:						
This Change Order #1 consists of the final balancing of contract quantities.						
CONTRACT AMOUNT			CONTRACT TIME (CALENDAR DAYS)			
					SUBSTANTIAL COMPLETION	FINAL COMPLETION
AWARDED CONTRACT AMOUNT			\$ 1,699,466.14	ORIGINAL	100	114
PREVIOUS CHANGE ORDERS (+/-)			\$ -	PREVIOUS C.O.'S (+/-)	0	0
THIS CHANGE ORDER (+/-)			\$ (131,815.54)	THIS C.O. (+/-)	16	16

Village of Villa Park Change Order Number 01						
Project: 2020 Street Improvement Project Contractor: A Lamp Concrete Contractors, Inc. Date of Contract Time Start: 06/25/2020 Awarded Contract Amount: \$1,699,466.14 Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
	TOTAL CHANGE ORDERS (+/-) \$ (131,815.54)		REVISED	116		130
	ADJUSTED CONTRACT AMOUNT \$ 1,567,650.60		ORIG. COMPLETION DATE	10/03/2020		10/17/2020
			REV. COMPLETION DATE	10/19/2020		11/02/2020
It is mutually agreed by Owner and Contractor that this change order includes any and all costs associated with or resulting from the changes ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this change order. This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.						

A Lamp Concrete Contractors, Inc.
CONTRACTOR

Clark Dietz
ENGINEER

Village of Villa Park
OWNER

BY:
DATE

BY:
DATE

BY:
DATE

Village Board of Trustees Agenda Item Report

Meeting Date: April 11, 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 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

Suggested Action:

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."

Attachments:

[MEMO - Charles Avenue Improvement Project Final Change Order #1](#)

[RESO - Charles Avenue Improvement Project Final Change Order #1](#)

[Charles Avenue Improvement Project Final Change Order #1](#)

Memo



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

From: Karla Bastien, Civil Engineer

Karla Bastien

Date: March 11, 2022

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 1 to the Contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for Construction of the Charles Avenue Improvement Project (St Charles to Oak) 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 (St Charles to Oak). Proposed final Change Order Number 1 consists of the final balancing of contract quantities as measured in the field.

Some of the most significant changes are increases in the quantities of large diameter tree removal and public sidewalk replacement, as well as decreases in the quantities of elective private sanitary sewer connections and asphalt driveway replacements compared with the quantities that were estimated in the awarded contract.

The net amount of proposed final Change Order Number 1 is a deduction in the amount of \$5,904.42, for an adjusted final contract amount of \$1,629,137.57. Project costs are being paid out of the Street (Referendum) Fund, the Water Supply Fund, the Wastewater (Capital), and the Wastewater (Separation) Fund.

A summary of the adjusted final contract would be as follows:

Awarded Contract Amount	\$1,635,041.99
Change Order #1 (FINAL)	(\$5,904.42)
Adjusted FINAL Contract Amount	\$1,629,137.57

RECOMMENDATION

Staff recommends approval of final Change Order Number 1 to the contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for construction of the Charles Avenue Improvement Project (St Charles to Oak).

Resolution No. _____

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

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

WHEREAS, the Village had approved a contract in the amount of \$1,635,041.99 with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for a project commonly known as the Charles Avenue Improvement Project (St. Charles to Oak) which contract amount requires a decrease from the original contract amount due to net decreases in the estimated amount of elective private sewer service work required to complete the project resulting in a change order in the amount of \$5,904.42; and

WHEREAS, change orders must meet the required findings that circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or the change order is in the best interest of the Village as required by Section 33E-9 of the Illinois Criminal Code (720 ILCS 5/33 E-9); and

WHEREAS, it has been recommended to the Village Board that a change order is necessary and consists of the final balancing of contract quantities as measured in the field, as set forth in final Change Order Number 1 attached hereto and made a part hereof.

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

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

Section 2: The Village hereby finds and declares that the final Change Order Number 1 to the Charles Avenue Improvement Project (St. Charles to Oak) contract with A Lamp Concrete Contractors, Inc., with total additions of \$204,000.12 and total deductions of \$209,904.54, for a net deduction of \$5,904.42, attached hereto and made a part hereof, is required by circumstances not reasonably foreseeable at the time the contract was signed and is in the best interests of the Village.

Resolution No. _____

Section 3: The corporate authorities find that the Change Order does not authorize or necessitate an increase in the contract price that is fifty percent (50%) or more of the original contract price and that it does not authorize or necessitate an increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price.

Section 4: The attached change order is hereby approved, and the Village Manager is authorized to execute the change order in substantially the form attached hereto.

Section 5: That the Village Manager is directed to cause a copy of this resolution to be placed and maintained in the permanent contract file for the Charles Avenue Improvement Project (St. Charles to Oak) which shall be open to the public.

Section 6: That this resolution shall be in full force and effect from and after its passage and approval in pamphlet form.

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

AYES:
NAYS:
ABSENT:

APPROVED this ____ day of _____, 2022

Attest: _____
Village Clerk

Village President

Village of Villa Park						
Change Order Number				01 (Final)		
Project:		Charles Avenue Improvement Project (St Charles to Oak)				
Contractor:		A Lamp Concrete Contractors, Inc.				
Date of Contract Time Start:		07/30/2021				
Awarded Contract Amount:		\$1,635,041.99				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
01	TREE STUMP REMOVAL (6 TO 15 UNITS DIAMETER)	EACH	15.00	-	\$ 25.00	\$ (375.00)
02	TREE STUMP REMOVAL (OVER 15 UNITS DIAMETER)	EACH	42.00	-	\$ 75.00	\$ (3,150.00)
03	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	75.00	27.10	\$ 25.00	\$ (1,197.50)
04	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	225.00	489.40	\$ 38.00	\$ 10,047.20
05	TREE PROTECTION	EACH	16.00	8.00	\$ 50.00	\$ (400.00)
06	TREE ROOT PRUNNING	EACH	18.00	-	\$ 50.00	\$ (900.00)
07	TREE PRUNNING (1 TO 10 INCH DIAMETER)	EACH	1.00	-	\$ 100.00	\$ (100.00)
08	TREE PRUNNING (OVER 10 INCH DIAMETER)	EACH	17.00	-	\$ 125.00	\$ (2,125.00)
09	EXPLORATION TRENCH, SPECIAL	FOOT	317.00	23.00	\$ 1.00	\$ (294.00)
10	EARTH EXCAVATION	CU YD	995.00	995.00	\$ 40.00	\$ -
11	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	730.00	403.10	\$ 10.00	\$ (3,269.00)
12	TRENCH BACKFILL	CU YD	1,810.00	1,119.28	\$ 30.00	\$ (20,721.60)
13	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	3,800.00	4,055.50	\$ 1.00	\$ 255.50
14	TRIAxIAL GEOGRID REINFORCEMENT	SQ YD	715.00	689.60	\$ 5.00	\$ (127.00)
15	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	2,450.00	2,934.87	\$ 2.00	\$ 969.74
16	EROSION CONTROL BLANKET	SQ YD	2,450.00	-	\$ 1.40	\$ (3,430.00)
17	SODDING, SALT TOLERANT	SQ YD	2,450.00	2,932.69	\$ 11.00	\$ 5,309.59
18	SUPPLEMENTAL WATERING	UNIT	30.00	-	\$ 10.00	\$ (300.00)
19	TREE, SUGAR MAPLE, 2" B&B	EACH	3.00	6.00	\$ 550.00	\$ 1,650.00
20	TREE, COMMON HACKBERRY, 2" B&B	EACH	4.00	6.00	\$ 550.00	\$ 1,100.00
21	TREE, RED OAK, 2" B&B	EACH	3.00	6.00	\$ 550.00	\$ 1,650.00
22	TREE, REDMOND AMERICAN LINDEN, 2" B&B	EACH	3.00	6.00	\$ 550.00	\$ 1,650.00
23	TREE, ACCOLADE ELM, 2" B&B	EACH	3.00	6.00	\$ 550.00	\$ 1,650.00
24	TEMPORARY EROSION CONTROL SEEDING	POUND	208.00	-	\$ 5.50	\$ (1,144.00)
25	PERIMETER EROSION BARRIER	FOOT	61.00	-	\$ 5.00	\$ (305.00)
26	INLET FILTERS	EACH	44.00	44.00	\$ 15.00	\$ -
27	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	730.00	403.10	\$ 10.00	\$ (3,269.00)
28	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	33.00	34.00	\$ 50.00	\$ 50.00
29	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	3.00	3.00	\$ 100.00	\$ -
30	TEMPORARY ACCESS (ROAD)	EACH	5.00	3.00	\$ 150.00	\$ (300.00)
31	SUBBASE GRANULAR MATERIAL, TYPE C	CU YD	39.00	10.90	\$ 35.00	\$ (983.50)
32	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	3,729.00	3,775.30	\$ 5.75	\$ 266.23
33	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	115.00	114.80	\$ 10.00	\$ (2.00)
34	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	836.00	871.00	\$ 73.00	\$ 2,555.00
35	HOT-MIX ASPHALT SURFACE COURSE IL-9.5 MIX D N50	TON	502.00	511.50	\$ 88.00	\$ 836.00
36	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,134.00	-	\$ 0.01	\$ (11.34)
37	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	289.00	148.40	\$ 48.00	\$ (6,748.80)
38	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	SQ YD	29.00	31.50	\$ 77.00	\$ 192.50
39	PROTECTIVE COAT	SQ YD	600.00	-	\$ 1.00	\$ (600.00)
40	PCC DRIVEWAY PAVEMENT, 6 INCH	SQ YD	277.00	544.50	\$ 66.00	\$ 17,655.00
41	PCC DRIVEWAY PAVEMENT, 8 INCH	SQ YD	84.00	25.70	\$ 100.00	\$ (5,830.00)

Village of Villa Park						
Change Order Number				01 (Final)		
Project:		Charles Avenue Improvement Project (St Charles to Oak)				
Contractor:		A Lamp Concrete Contractors, Inc.				
Date of Contract Time Start:		07/30/2021				
Awarded Contract Amount:		\$1,635,041.99				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
42	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	5,599.00	10,114.50	\$ 6.30	\$ 28,447.65
43	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	456.00	1,066.70	\$ 7.25	\$ 4,427.58
44	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	44.00	186.30	\$ 10.00	\$ 1,423.00
45	DETECTABLE WARNINGS	SQ FT	161.00	160.60	\$ 25.00	\$ (10.00)
46	PAVEMENT REMOVAL	SQ YD	3,728.00	3,715.60	\$ 12.60	\$ (156.24)
47	DRIVEWAY PAVEMENT REMOVAL	SQ YD	558.00	586.80	\$ 10.00	\$ 288.00
48	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2,650.00	2,544.20	\$ 4.50	\$ (476.10)
49	SIDEWALK REMOVAL	SQ FT	6,194.00	11,367.50	\$ 1.00	\$ 5,173.50
50	CLASS D PATCHES, 16 INCH	SQ YD	130.00	118.60	\$ 112.00	\$ (1,276.80)
51	STRUCTURE EXCAVATION	CU YD	20.00	16.60	\$ 45.00	\$ (153.00)
52	CONCRETE STRUCTURES	CU YD	4.00	4.40	\$ 2,000.00	\$ 800.00
53	PROTECTIVE COAT	SQ YD	16.00	-	\$ 1.00	\$ (16.00)
54	REINFORCEMENT BARS, EPOXY COATED	POUND	400.00	387.30	\$ 3.00	\$ (38.10)
55	PIPE HANDRAIL	FOOT	23.00	21.00	\$ 275.00	\$ (550.00)
56	STORM SEWERS, CLASS A, 12"	FOOT	614.00	567.70	\$ 74.00	\$ (3,426.20)
57	STORM SEWERS, CLASS A, 15"	FOOT	271.00	253.30	\$ 85.00	\$ (1,504.50)
58	STORM SEWERS, CLASS A, 18"	FOOT	195.00	191.00	\$ 98.00	\$ (392.00)
59	STORM SEWERS, CLASS A, 21"	FOOT	71.00	39.00	\$ 110.00	\$ (3,520.00)
60	PVC PIPE DRAINS SDR 26 ASTM D-2241 6"	FOOT	330.00	130.50	\$ 38.00	\$ (7,581.00)
61	STORM SEWERS, WATER MAIN QUALITY PIPE 12"	FOOT	63.00	63.90	\$ 100.00	\$ 90.00
62	STORM SEWERS, WATER MAIN QUALITY PIPE 16"	FOOT	8.00	4.50	\$ 150.00	\$ (525.00)
63	STORM SEWER REMOVAL	FOOT	257.00	257.00	\$ 1.00	\$ -
64	DUCTILE IRON WATER MAIN 6"	FOOT	6.00	-	\$ 110.00	\$ (660.00)
65	DUCTILE IRON WATER MAIN 8"	FOOT	1,320.00	1,353.40	\$ 110.00	\$ 3,674.00
66	WATER MAIN REMOVAL	FOOT	875.00	-	\$ 1.00	\$ (875.00)
67	ABANDON EXISTING WATER MAIN	L SUM	1.00	1.00	\$ 10,000.00	\$ -
68	MJ CAP	EACH	11.00	10.00	\$ 550.00	\$ (550.00)
69	FIRE HYDRANTS TO BE REMOVED	EACH	5.00	5.00	\$ 750.00	\$ -
70	FIRE HYDRANTS WITH AUXILIARY VALVE & VALVE BOX	EACH	7.00	7.00	\$ 7,500.00	\$ -
71	WATER SERVICE CONNECTION (SHORT), 1"	EACH	19.00	19.00	\$ 1,760.00	\$ -
72	WATER SERVICE CONNECTION (LONG), 1"	EACH	20.00	20.00	\$ 3,450.00	\$ -
73	WATER SERVICE CURB BOX	EACH	39.00	39.00	\$ 60.00	\$ -
74	CONNECTION TO EXISITNG WATER MAIN 6"	EACH	2.00	2.00	\$ 4,600.00	\$ -
75	CONNECTION TO EXISITNG WATER MAIN 12"	EACH	1.00	1.00	\$ 6,450.00	\$ -
76	PRESSURE CONNECTION TO EXISTING WATER MAIN 12"	EACH	1.00	1.00	\$ 5,750.00	\$ -
77	VALVE VAULT, 4' DIAMETER, TYPE 1 FRAME, CL	EACH	2.00	3.00	\$ 3,450.00	\$ 3,450.00
78	VALVE VAULT, 5' DIAMETER, TYPE 1 FRAME, CL	EACH	1.00	-	\$ 4,000.00	\$ (4,000.00)
79	WATER VALVE 8"	EACH	2.00	4.00	\$ 1,650.00	\$ 3,300.00

Village of Villa Park						
Change Order Number				01 (Final)		
Project:		Charles Avenue Improvement Project (St Charles to Oak)				
Contractor:		A Lamp Concrete Contractors, Inc.				
Date of Contract Time Start:		07/30/2021				
Awarded Contract Amount:		\$1,635,041.99				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
80	WATER MAIN INSULATION	SQ FT	500.00	-	\$ 3.00	\$ (1,500.00)
81	STEEL CASING PIPE IN TRENCH, 16-INCH	FOOT	35.00	-	\$ 135.00	\$ (4,725.00)
82	SANITARY SEWER, R&R, 6-IN DIA OR LESS	FOOT	655.00	986.80	\$ 96.00	\$ 31,852.80
83	SANITARY SEWER, R&R, OVER 6-IN DIA	FOOT	204.00	247.40	\$ 168.00	\$ 7,291.20
84	SANITARY SEWER SERVICE CONNECTION, R&R	EACH	30.00	32.00	\$ 1,250.00	\$ 2,500.00
85	REM EXIST SAN SEW SERV CONN & ABANDON IN PLACE	EACH	11.00	2.00	\$ 1,000.00	\$ (9,000.00)
86	ABANDON EXISTING COMBINED SEWER	L SUM	1.00	2.00	\$ 3,000.00	\$ 3,000.00
87	ADJUSTING SANITARY SEWER SERVICE LINE	FOOT	100.00	-	\$ 25.00	\$ (2,500.00)
88	PROTRUDING TAP REMOVAL	EACH	3.00	-	\$ 165.00	\$ (495.00)
89	CIPP LINER FOR SANITARY SEWER MAIN 10"	FOOT	601.00	302.00	\$ 51.00	\$ (15,249.00)
90	SEWER LINING-LATERAL REINSTATEMENT	EACH	22.00	24.00	\$ 83.00	\$ 166.00
91	SEWER ROOT FOAM TREATMENT	FOOT	1,131.00	-	\$ 3.00	\$ (3,393.00)
92	SEWER DYE TESTING	EACH	15.00	4.00	\$ 468.00	\$ (5,148.00)
93	SANITARY SEWER MANHOLE, 4'-DIAMETER, TYPE 1 FR CL	EACH	2.00	2.00	\$ 6,000.00	\$ -
94	SEWER SERVICE CLEANOUT	EACH	40.00	23.00	\$ 685.00	\$ (11,645.00)
95	SEWER SERVICE CHECK VALVE	EACH	30.00	12.00	\$ 875.00	\$ (15,750.00)
96	SEWER SERVICE FRAME AND LID	EACH	40.00	6.00	\$ 213.00	\$ (7,242.00)
97	COMBINATION CONCRETE C&G, TYPE B-4.12	FOOT	7.00	-	\$ 22.00	\$ (154.00)
98	COMBINATION CONCRETE C&G, TYPE B-6.12	FOOT	2,652.00	2,695.00	\$ 22.00	\$ 946.00
99	CONCRETE CURB, TYPE B	FOOT	23.00	28.40	\$ 30.00	\$ 162.00
100	PIPE UNDERDRAINS, TYPE 1, 6"	FOOT	70.00	104.00	\$ 38.00	\$ 1,292.00
101	CATCH BASINS, TYPE A, 4'-DIAMETER	EACH	17.00	17.00	\$ 3,050.00	\$ -
102	CATCH BASINS, TYPE C	EACH	11.00	11.00	\$ 1,500.00	\$ -
103	MANHOLES, TYPE A, 4'-DIAMETER	EACH	9.00	9.00	\$ 3,200.00	\$ -
104	MANHOLES, TYPE A, 7'-DIAMETER	EACH	1.00	1.00	\$ 9,200.00	\$ -
105	TYPE 1 FRAME, CLOSED LID	EACH	10.00	10.00	\$ 460.00	\$ -
106	TYPE 11 FRAME AND GRATE	EACH	6.00	6.00	\$ 600.00	\$ -
107	TYPE 11V FRAME AND GRATE	EACH	22.00	22.00	\$ 600.00	\$ -
108	VALVE VAULTS TO BE ADJUSTED	EACH	1.00	1.00	\$ 400.00	\$ -
109	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	9.00	13.00	\$ 400.00	\$ 1,600.00
110	DRAINAGE & UTILITY STRUCTURES TO BE RECON	EACH	1.00	2.00	\$ 1,500.00	\$ 1,500.00
111	DRAINAGE STRUCTURES TO BE REMOVED	EACH	11.00	11.00	\$ 350.00	\$ -
112	VALVE VAULTS TO BE ABANDONED	EACH	2.00	2.00	\$ 350.00	\$ -
113	THERMOPLASTIC PAVEMENT MARKINGS - LINE 6"	FOOT	384.00	494.10	\$ 6.60	\$ 726.66
114	THERMOPLASTIC PAVEMENT MARKINGS - LINE 24"	FOOT	60.00	58.10	\$ 26.40	\$ (50.16)
115	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1.00	1.00	\$ 81,000.00	\$ -
116	CONSTRUCTION LAYOUT	L SUM	1.00	1.00	\$ 30,000.00	\$ -
117	PRE-CONSTRUCTION VIDEO RECORDING	L SUM	1.00	1.00	\$ 16,000.00	\$ -
118	WATER USAGE DEDUCTION	TGAL	100.00	-	\$ (8.85)	\$ 885.00
119	WATER USAGE CREDIT	TGAL	100.00	-	\$ 8.85	\$ (885.00)
120	CONTINGENCY ALLOWANCE	DOLLAR	50,000.00	-	\$ 1.00	\$ (50,000.00)

Village of Villa Park						
Change Order Number					01 (Final)	
Project:		Charles Avenue Improvement Project (St Charles to Oak)				
Contractor:		A Lamp Concrete Contractors, Inc.				
Date of Contract Time Start:		07/30/2021				
Awarded Contract Amount:		\$1,635,041.99				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
121	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	660.00	606.10	\$ 3.00	\$ (161.70)
122	TEMPORARY RAMP	SQ YD	100.00	28.60	\$ 10.00	\$ (714.00)
123	THERMOPLASTIC PAVEMENT MARKINGS - LINE 4"	FOOT	120.00	148.70	\$ 4.40	\$ 126.28
X124	VALVE BOX	EACH	-	1.00	\$ 450.00	\$ 450.00
X125	12" CIPP LINER FOR SANITARY SEWER	FOOT	-	304.00	\$ 66.70	\$ 20,276.80
X126	MOD TO STR #S202 T&M (8-20-2021)	DOLLAR	-	560.18	\$ 1.00	\$ 560.18
X127	INSTALL 30" & 20" PVC PIPE @ ELM & CHARLES AVE T&M 8-27-20	DOLLAR	-	18,497.84	\$ 1.00	\$ 18,497.84
X128	PREMIUM TIME FOR WORK ON 9-21 & 9-22-2021 T&M	DOLLAR	-	8,566.87	\$ 1.00	\$ 8,566.87
X129	WATER BLASTING T&M (11-9-2021)	DOLLAR	-	2,232.75	\$ 1.00	\$ 2,232.75
X130	STEEL CASING PIPE IN TRENCH, 16-INCH	FOOT	-	35.00	\$ 127.35	\$ 4,457.25
TOTAL ADDITIONS					\$	204,000.12
TOTAL DEDUCTIONS					\$	(209,904.54)
TOTAL CHANGE ORDER AMOUNT					\$	(5,904.42)
REASON FOR CHANGE ORDER:						
This Change Order #1 consists of the final balancing of contract quantities as measured in the field.						
CONTRACT AMOUNT			CONTRACT TIME (CALENDAR DAYS)			
					SUBSTANTIAL COMPLETION	FINAL COMPLETION
AWARDED CONTRACT AMOUNT	<u>\$ 1,635,041.99</u>		ORIGINAL		70	84
PREVIOUS CHANGE ORDERS (+/-)	<u>\$ -</u>		PREVIOUS C.O.'S (+/-)		0	0
THIS CHANGE ORDER (+/-)	<u>\$ (5,904.42)</u>		THIS C.O. (+/-)		0	189
TOTAL CHANGE ORDERS (+/-)	<u>\$ (5,904.42)</u>		REVISED		70	273
ADJUSTED CONTRACT AMOUNT	<u>\$ 1,629,137.57</u>		ORIG. COMPLETION DATE		10/08/2021	10/22/2021
			REV. COMPLETION DATE		10/08/2021	04/29/2022
It is mutually agreed by Owner and Contractor that this change order includes any and all costs associated with or resulting from the changes ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this change order. This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.						

A Lamp Concrete Contractors, Inc. _____ CONTRACTOR Civiltech Engineering, Inc. _____ ENGINEER Village of Villa Park _____ OWNER	BY: _____ DATE BY: _____ DATE BY: _____ DATE
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Village Board of Trustees Agenda Item Report

Meeting Date: April 11, 2022

Submitted by: Kevin Mantels

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section: Resolutions

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an 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

Suggested Action:

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.

Attachments:

[MEMO - 2020 Streets Engineering Agreement Amendment](#)

[RESO - 2020 Streets Engineering Agreement Amendment](#)

[2020 Streets Engineering Agreement Amendment](#)

Memo



To: Michael M. Guerra, P.E., Administrative Officer

From: Kevin L. Mantels, P.E., Assistant Village Engineer

A handwritten signature in blue ink, appearing to read "Kevin L. Mantels", is positioned below the "From:" line.

Date: April 7, 2022

Re: 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. The scope of construction work of the 2020 Street Improvement Project consisted of pavement improvements on two streets and five public alleys, with the construction contract being awarded to A Lamp Concrete Contractors.

The project experienced several delays and contract schedule overruns by the contractor that resulted in Clark Dietz exceeding the scope of services that was originally anticipated. The Village also requested that Clark Dietz perform some design engineering services that were not in the scope of the original agreement. Clark Dietz has provided comprehensive documentation of the additional time and effort they expended on the project, and staff agrees that an amendment for additional compensation is warranted. 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. The construction contract for the 2020 Street Improvement Project also remains open while this process takes place. The penalties against the contractor will be reflected in a future change order to the construction contract. That change order would be presented to the board for consideration after staff and the contractor have reached a settlement on the amount of the penalties. Even without any contractor penalties, the final balancing change order to the construction contract is expected to reflect a net deduction to the contract of over \$100,000.

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.

RECOMMENDATION

Public Works staff recommends approval of the amendment to the Engineering Services Agreement with Clark Dietz, Inc., in an amount not to exceed \$37,500.

Resolution No. _____

**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**

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

WHEREAS, the President and Board of Trustees of the Village (the “*Corporate Authorities*”) reviewed Clark Dietz, Inc.’s proposal to enter into an engineering services agreement (the “*Services Agreement*”) for the construction of the 2020 Street Improvement Project; and,

WHEREAS, on May 18, 2020, the Corporate Authorities approved an 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 \$192,410; and,

WHEREAS, due to delays in construction, contract schedule overruns by the contractor, and requests from the Village for design engineering services not in the scope of the services agreement, Clark Dietz, Inc., provided additional services beyond the scope of the approved engineering services agreement and is entitled to additional compensation for said services; and,

WHEREAS, Clark Dietz, Inc., has requested an amendment to the Engineering Services Agreement for an additional \$37,500 in compensation for necessary additional services; and

WHEREAS, the Corporate Authorities have determined it to be in the best interest of the Village to approve said amendment to the Engineering Services Agreement, attached hereto as *Exhibit A* and made a part hereof.

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

Section 1. The 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 as attached hereto and made a part hereof is hereby approved and the Village President and Village Clerk are hereby authorized to execute and deliver said Agreement.

Resolution No.: _____

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

PASSED this 11th day of April, 2022, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this 11th day of April, 2022

Attest: _____
Village Clerk

Village President



DATE: May 14, 2021
TO: Village of Villa Park, Engineering Division
Assistant Village Engineer, Kevin Mantels, P.E.
FROM: Scott Drabicki
RE: 2020 Street Improvement Project Construction Engineering Supplement Request

This memo requests the Village of Villa Park approve and engineering supplement in an amount not to exceed \$37,500 for additional work associated with the subject project.

Background

The Village of Villa Park approved Resolution No. 20-33 for an engineering services contract with Clark Dietz, Inc. in an amount not to exceed \$192,410. This negotiated fee contract anticipated a 100-calendar day construction contract from June 2020 to October 2020.

The Village awarded the construction contract to A. Lamp Concrete Contractors, Inc. with a base bid substantial completion time of 100 calendar days from the Notice to Proceed (NTP). Following substantial completion, the contract allowed for 14 additional calendar days to achieve final completion of punch list items. The NTP was issued on June 25, 2020 reflecting a 100-day substantial completion date of October 3, 2020. The awarded contract was in the amount of \$1,699,466.14.

Discussion

During the course of this project Clark Dietz provided professional services beyond the terms of the original contract and we are seeking reimbursement for the additional effort required to bring this project to a successful conclusion. The two components of this request include additional design engineering services and additional inspection and project management effort required due to work beyond the contract completion date.

Following a neighbor's inquiry on July 16, 2020 Clark Dietz was asked by the Village to design a pedestrian island at the intersection of Ardmore and Park. Clark Dietz completed this design and the Village subsequently decided not to pursue installation. The design effort for this plan included 21 hours at an Engineer 1 billing rate of \$115/Hr totaling \$2,415.

The second and largest component of this request is contract schedule overruns by the Contractor. Upon issuance of the NTP on June 25, 2020 the Contractor quickly fell behind schedule and by July 17, 2020 Clark Dietz expressed concerns that the work effort was insufficient to complete the project by the October 3rd completion date. On August 6, 2020 Clark Dietz advised during the weekly progress meeting that the progress schedule was not recoverable, and completion would be delayed.



On October 8, 2020 the Village notified Clark Dietz that the contract completion date had been extended to October 16th and October 22nd for paving and landscaping respectively. Paving was completed on October 20th and landscaping was completed on November 3rd. Punch list work occurred in the month of December and final completion was achieved in April 2021 at a total cost of \$1,596,372.48. The final value is a \$103,093.66 savings from the awarded contract amount.

A complete timeline of work effort is provided in the May 13, 2021 Liquidated Damages Review memo sent under separate cover. Between October 4, 2020 and April 30, 2021 Clark Dietz has accrued a total of 566 labor hours with a value of \$78,830 for project inspection and administration. Savings early in the project were expended by the end of October and Clark Dietz invoices from November to the present reflect labor effort above and beyond the contract amount.

To date our effort has exceeded the contract value by \$35,504 consisting of \$2,415 for the additional design effort in July and \$33,089 attributable to Contractor delays in completion. Final quantities are agreed upon with the Contractor and the final pay estimate and invoicing are expected to be completed this month. We estimate the cost of this project closeout effort at \$2,000 and are therefore requesting a \$37,500 engineering supplement for a total contract not to exceed \$229,910.00.

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Village Board of Trustees Agenda Item Report

Meeting Date: April 11, 2022

Submitted by: Mary Hornback

Submitting Department: Fire Department

Item Type: Resolutions

Agenda Section: Resolutions

Subject:

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

Suggested Action:

The Fire Department has been selected as a recipient of the Small Equipment Grant Program from the Office of the Illinois State 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 Marshal.

Attachments:

[Grant Award Memo](#)

[Thermal_Imaging_Cameras_Resolution.doc](#)

[Small Equipment Grant Award Letter](#)

[Illinois State Fire Marshal Grant Award Agreement](#)

[Thermal Imaging Camera Quote](#)

VILLA PARK FIRE DEPARTMENT

MEMORANDUM

To: Michael Guerra, Interim Village Manager

From: 
Ron Rakosnik, Fire Chief

Date: April 7, 2022

Subject: Purchase of (3) Thermal Imaging Cameras

STATEMENT OF PROBLEM

Firefighting is an extremely hazardous, and at times, precarious occupation. Fires originate at any time of the day, and when they occur inside of structures conditions deteriorate quickly. When fires occur at night, visibility inside the structure can be zero before fire crews make entry. Locating victims or the fire itself, through thick smoke, can be difficult and time consuming. Time becomes a critical factor in being able to save lives, halt the progression of the fire while preserving property. After the fire has been extinguished, firefighters must tear into walls and ceilings in order to verify that there are no hidden embers that may cause the fire to rekindle at a later time resulting in additional damage to the structure.

INVESTIGATION

A thermal imaging camera (TIC) allows firefighters to see through smoke enabling them to identify bodies and make recoveries quickly and safely. The cameras also assist in locating the seat of the fire sooner. After the fire is extinguished, cameras aid in finding hot spots that may be hidden inside voids, thus eliminating the need to remove wall and ceiling coverings. Thermal imaging cameras have also been effective in locating small fires before they can grow to be destructive. In one instance, firefighters were called to investigate the presence of light smoke in a business. By using a TIC, the firefighters were able to locate a small electrical fire inside a wall, resulting in minimal damage to the business.

Thermal Imaging Camera Purchase

April 7, 2022

Page 2

Without the camera, firefighters would have had to physically check every wall by touch until the source was found. The cameras use heat sensing technology to allow firefighters to see in conditions of zero visibility. Benefits of a TIC include the ability to locate fire victims rapidly and quick location of downed and/or injured firefighters.

In 2008, the Fire Department purchased (2) MSA Evolution 5200 HD Thermal Imaging Cameras from Air One Equipment. The 13 yr.-old cameras have been unreliable and have needed extensive repairs in past years. Now both cameras cannot be repaired due to obsolete parts and have been placed out-of-service. The Fire Department has had to rely on mutual aid companies to bring this important piece of equipment to fires in our community wasting precious time.

RECOMMENDATION

Staff respectively recommends that the Village Board authorize the purchase of (3) NFA compliant Teledyne Flir K65 Thermal Imaging Cameras to be placed on the department's front line engines. ***The purchase will be reimbursed by an Office of the State Fire Marshal Small Equipment Grant Award of \$20,550.00 awarded on March 29, 2022 to the Fire Department.***

Resolution No. _____

A 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.

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

WHEREAS, the Villa Park Fire Department is tasked to protect the lives and property of the citizens of Villa Park; and

WHEREAS, in order to protect the lives and properties, firefighters must operate in smoke-filled structures, with little or no visibility, that contain atmospheres immediately dangerous to life and health; and

WHEREAS, thermal imaging cameras allow firefighters to perform their duties in these structures more efficiently and safely allowing them to see areas of heat through smoke, darkness and heat-permeable barriers; and

WHEREAS, section 2-220 of the Villa Park Municipal Code provides that under certain circumstances that affect the public health and safety, so declared by the President and Board of Trustees at a meeting therefore duly convened, which declaration shall require the affirmative vote of two-thirds of all members present, and set forth a purchase can be exempt from the requirements set forth in Section 2-219, subsection (a) of this code of open and competitive bidding; and

WHEREAS, members of the Fire Department have researched and tested different types of thermal imaging cameras and through consensus and have agreed that the Teledyne Flir K65 Thermal Camera is the superior thermal imaging camera, and also compatible with mutual aid company thermal imaging cameras that respond to Villa Park structure fires; and

WHEREAS, the Village will be reimbursed for the purchase of three Teledyne Flir K65 Thermal Imaging Cameras with an Office of the State Fire Marshal grant award awarded on March 29, 2022 in the amount of \$20,550.00; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interest of the health and safety of both the firefighters and the citizens of the Village of Villa Park to authorize the purchase of three Teledyne Flir K65 Thermal Imaging Cameras, from local distributor Conway Shield, 14100 W. Cleveland Ave., New Berlin, WI 53151 at a cost of \$20,550.00.

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

Section 1. That the purchase of three Teledyne Flir K65 Thermal Imaging Cameras be exempt from the requirements of competitive bidding under Section 2-220 of the Municipal Code and be purchased from Conway Shield at a cost of \$20,550.00.

Section 2. That the Interim Village Manager is hereby authorized to execute a purchase order in the amount of \$20,550.00 for the purchase of three Teledyne Flir K65 Thermal Imaging Cameras.

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

PASSED THIS _____ DAY OF _____, 2022.

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAINING: _____

APPROVED THIS _____ DAY OF _____, 2008

VILLAGE PRESIDENT

VILLAGE CLERK



OFFICE OF THE ILLINOIS STATE FIRE MARSHAL

JB Pritzker, Governor
Matt Perez, State Fire Marshal

March 29, 2022

Village of Villa Park
1440 S. Ardmore
Villa Park, IL 60181

Dear Fire Chief:

Congratulations! I would like to take this opportunity to thank you for your participation in the Small Equipment Grant Program. Your department has been selected as a recipient of a grant from the Office of the Illinois State Fire Marshal (OSFM) in the amount of \$20,550.00. This grant money is awarded for the purchase of:

(3) NFPA Thermal Imaging Camera w/charging base

Please be aware that disbursement of these funds could take up to 120 days. The attached documentation must be completed and returned to our office **postmarked no later than April 12, 2022**. Failure to return the documentation or providing incomplete documentation could result in forfeiture of the grant.

1. Executed Grant Agreement, signed by the Department Chief or Chief Executive of the Unit of Local Government.

The attached Expenditure Report along with all purchase receipts for requested items must be submitted to our office no later than nine months from receipt of the grant to: Illinois State Fire Marshal, 1035 Stevenson Drive, Springfield, IL 62703. Do not submit quotes, estimates, or purchase authorizations, but actual receipts and a copy of your cancelled check. Unused funds are to be returned to (OSFM) within 45 days.

Please contact Roger Branson at 217-785-4717 or Roger.D.Branson@Illinois.gov if you have any questions.

Again, thank you for your interest and participation in the program.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Perez", is written over a horizontal line.

Matt Perez
Illinois State Fire Marshal

GRANT AGREEMENT



BETWEEN OFFICE OF THE ILLINOIS STATE FIRE MARSHAL AND

Village of Villa Park

The Office of the Illinois State Fire Marshal (Grantor) and Village of Villa Park (Grantee), hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. FEIN Number; Nature of Entity. Under penalties of perjury, Grantee certifies that _____ is Grantee's correct FEIN or Social Security Number. Grantee is doing business as a (check one):

- | | |
|---|---|
| ☐ Individual | ☐ Pharmacy-Non Corporate |
| ☐ Sole Proprietorship | ☐ Pharmacy/Funeral Home/Cemetery Corp. |
| ☐ Partnership | ☐ Tax Exempt |
| ☐ Corporation (includes NotFor Profit) | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Medical Corporation | ☐ P = partnership |
| ☐ Governmental Unit | ☐ C = corporation |
| ☐ Estate or Trust | |

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds shall not exceed \$ 20,550.00 _____.

1.3. Term. This Agreement shall be effective on the last signature date and shall expire on June 30, 2022, unless terminated pursuant to this Agreement.

1.4. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.5. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

GRANTOR

By: _____

Signature of Matt Perez, State Fire Marshal

By: _____

Signature of Designee

Date: _____

Printed Name: Ronny Wickenhauser

Printed Title: Chief Administrative Officer and CFO
Designee

GRANTEE

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: _____

ARTICLE II REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE III PAYMENT

3.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

3.2 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless the Grantor by the State or the federal funding source,

(iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

ARTICLE IV SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

4.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules.

ARTICLE V BUDGET

5.1 Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. The Budget submitted by Grantee at application is considered final and is incorporated herein by reference.

ARTICLE VI REQUIRED CERTIFICATIONS

6.1 Certifications. Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) Bribery. Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) Bid Rigging. Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) Debt to State. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) Educational Loan. Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) International Boycott. Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) Dues and Fees. Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775ILCS 25/1 et seq.).

(g) Pro-Children Act. Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) Drug-Free Work Place. If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) Motor Voter Law. Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(j) Clean Air Act and Clean Water Act. Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(k) Debarment. Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

(l) Non-procurement Debarment and Suspension. Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) Grant for the Construction of Fixed Works. Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) Health Insurance Portability and Accountability Act. Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) Criminal Convictions. Grantee certifies that neither it nor any officer, director, partner or other managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor

a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) Forced Labor Act. Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) Illinois Use Tax. Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) Environmental Protection Act Violations. Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) Goods from Child Labor Act. Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE VII CRIMINAL DISCLOSURE

7.1 Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40.

ARTICLE VIII UNLAWFUL DISCRIMINATION

8.1 Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and
- (f) The Age Discrimination Act (42 USC 6101 et seq.).

ARTICLE IX LOBBYING

9.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

ARTICLE X MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

10.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

10.2 Accessibility of Records. Grantee, in compliance 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

10.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE X, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

10.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state requirements. Grantee shall timely submit all financial reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs.

ARTICLE XI FINANCIAL REPORTING REQUIREMENTS

11.1 Expenditure Reports.

(a) Grantee shall submit a final expenditure report within 9 months following the end of this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall

submit an expenditure report within 60 calendar days of such termination. The format of this expenditure report shall follow a format prescribed by Grantor.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits an expenditure report, Grantee will submit a new expenditure report based on audit adjustments, and immediately submit a refund to Grantor.

11.2 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds or the return of improper payments, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XI, shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XII TERMINATION; SUSPENSION; NON-COMPLIANCE

12.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety.

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 3.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

12.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 3.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and

proper costs that Grantee could not reasonably avoid during the period of suspension.

12.3 Non-compliance. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

12.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

12.5 Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;
and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated.

12.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement.

ARTICLE XIII NOTICE OF CHANGE

13.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status or federal employer identification number (FEIN). See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

13.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

13.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

13.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's

ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

13.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIV AGREEMENTS WITH OTHER STATE AGENCIES

14.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XV CONFLICT OF INTEREST

15.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 44 Ill. Admin. Code 7000.40(b)(3).

15.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

ARTICLE XVI EQUIPMENT OR PROPERTY

16.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of this Agreement. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

16.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor.

16.3 Equipment Instructions. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities.

The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

ARTICLE XVII LAWSUITS AND INDEMNIFICATION

17.1 Independent Contractor. Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the state of Illinois by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

17.2 Indemnification. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

ARTICLE XVIII MISCELLANEOUS

18.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

18.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

18.3 Exhibits and Attachments. Exhibit A is incorporated herein in its entirety.

18.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

18.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

18.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

18.7 No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

18.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

18.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

18.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

18.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

18.12 Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

18.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

18.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

18.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

18.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

18.17 Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds

Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

18.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions.

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Conway Shield
14100 W Cleveland Ave
New Berlin, WI, 53151
Phone: (800) 955-8489

Web: conwayshield.com

ISSUED TO:

Villa Park Fire Department
20 S. Ardmore Ave.
Villa Park IL 60181
United States of America

QUOTE

Quote Number: Q000764
Order Date: 4/6/2022
Valid Until: 6/5/2022
Salesperson: Michael Pacie
Customer ID: 000003229
Reference:

ITEM	ITEM DESCRIPTION	QTY.	PRICE	AMOUNT
TFLK65	Flir K65 Thermal Camera Kit, NFPA w/ Vehicle charger	3.00	6,850.00	20,550.00

Quote Submitted by:

Michael Pacie
mpacie@conwayshield.com
630-277-0020

Quote Total: 20,550.00
Less Discount: 0.00
Tax Total: 0.00
Total (USD): 20,550.00

Village Board of Trustees Agenda Item Report

Meeting Date: April 11, 2022

Submitted by: Melissa Wolf

Submitting Department:

Item Type: Resolutions

Agenda Section: Resolutions

Subject:

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

Suggested Action:

The Board previously declared the property located at 440 E. 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 the Golf Course to be used to purchase new maintenance equipment for the Golf Course.

Recommendation:

Approve the Resolution.

Attachments:

[MEMO - Approval of Contract for Sale of 440 E. Van Buren Property](#)

[RESO - VP Resolution Authorizing Sale Contract - 440 Van Buren Property](#)

[EXHIBIT A - EXECUTED - 440 E. Van Buren St. Accepted Contract](#)

Memo / Board Action Summary

Village Board Meeting Date: April 11, 2022

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

Attachments:

- Resolution
- Multi-Board Residential Real Estate Contract 7.0

Background:

The Board previously declared the property located at 440 E. 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, a licensed real estate broker, which broker charges a 5% fee for its services. 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. Prospective buyer, Benjhonson Kodipally, 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 Mr. Kodipally. The Village Board is now being asked to approve and ratify the execution of the Multi-Board Residential Real Estate Contract 7.0 with the Mr. Kodipally in order to effectuate the sale of the property. The proceeds of the sale will be deposited with the Golf Course to be used to purchase new maintenance equipment for the Golf Course.

Resolution No. _____

**A RESOLUTION AUTHORIZING AND RATIFYING THE
EXECUTION OF A RESIDENTIAL REAL ESTATE CONTRACT
FOR THE SALE OF VILLAGE-OWNED PROPERTY LOCATED AT
440 E. VAN BUREN STREET, VILLA PARK, ILLINOIS**

WHEREAS, on January 10, 2022, the Village of Villa Park passed Ordinance No. 4266 declaring that certain real property, commonly described as 440 E. Van Buren Street, Villa Park, Illinois (“Subject Property”) and located adjacent to the Village-owned Sugar Creek Golf Course (“Golf Course”), is surplus property and no longer needed for the continuing operation of the Golf Course; and

WHEREAS, the Village desires to sell the Subject Property and deposit the proceeds of the sale with the Golf Course to be used to purchase new maintenance equipment for the Golf Course; and

WHEREAS, the Village offered the Subject Property for sale at its appraised value of Three Hundred Twenty Thousand 00/100 (\$320,000.00) through the use of G.M. Smith & Son Realtors, a licensed real estate broker, which broker charges a fee for its services in an amount of 5% of the sale price of the Subject Property; and

WHEREAS, Benjhonson Kodipally (“Buyer”) has offered to purchase the Subject Property for the price of Three Hundred Twenty-Five Thousand 00/100 (\$325,000.00) Dollars; and

WHEREAS, the corporate authorities deem it in the best interest of the Village to sell the Subject Property to Buyer and to approve and authorize the execution of the *Multi-Board Residential Real Estate Contract 7.0* with the Buyer in order to effectuate the sale of the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the corporate authorities of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1. The foregoing recital clauses to this Resolution are hereby adopted as the findings of the corporate authorities and are incorporated herein by specific reference.

Section 2. In accordance with Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1), the corporate authorities hereby authorize the sale of the Subject Property to Buyer, for a price of Three Hundred Twenty-Five Thousand 00/100 (\$325,000.00) Dollars, and approve that certain *Multi-Board Residential Real Estate Contract 7.0*, a copy of which is attached hereto and incorporated herein as Exhibit “A” (“Sale Contract”).

Section 3. The proceeds for the sale of the Subject Property shall be deposited with the Golf Course and be used to purchase new maintenance equipment for the Golf Course.

Section 4. The Village Manager's execution of the Sale Contract is hereby ratified and approved.

Section 5. The officials, officers and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Resolution and the aSale Contract.

Section 6. A copy of this Resolution shall be published at the first opportunity following its passage in a newspaper of general circulation within the Village.

Section 7. This Resolution shall be in full force and effect from and after its passage by two-thirds (2/3) of the corporate authorities then holding office in the manner provided by law.

ADOPTED this 11th day of April, 2022, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 11th day of April, 2022.

Nick Cuzzone, Village President

ATTEST:

Hosanna Korynecky, Village Clerk

EXHIBIT A

Multi-Board Residential Real Estate Contract 7.0



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties."

2 Buyer Name(s) [PLEASE PRINT] Benjhonson Kodipally

3 Seller Name(s) [PLEASE PRINT] Village of Villa Park

4 **If Dual Agency applies, check here ☐ and complete Optional Paragraph 29.**

5 **2. THE REAL ESTATE:** Real Estate is defined as the property, all improvements, the fixtures and Personal Property
6 included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with
7 approximate lot size or acreage of 100 x 201.9 commonly known as:

8 440 E Van Buren Villa Park IL 60181 DuPage

9 Address Unit # (If applicable) City State Zip County

10 Permanent Index Number(s): 0615201007 ☐ Single Family Attached ☒ Single Family Detached ☐ Multi-Unit

11 **If Designated Parking is Included:** # of space(s) _____; identified as space(s) # _____; location _____

12 [CHECK TYPE] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.

13 **If Designated Storage is Included:** # of space(s) _____; identified as space(s) # _____; location _____

14 [CHECK TYPE] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.

15 **3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE:** All of the fixtures and included Personal Property
16 are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise
17 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems
18 together with the following items at no added value by Bill of Sale at Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:

19 ☒ Refrigerator	☐ Wine/Beverage Refrigerator	☒ Light Fixtures, as they exist	☐ Fireplace Gas Log(s)
20 ☒ Oven/Range/Stove	☐ Sump Pump(s)	☐ Built-in or attached shelving	☒ Smoke Detectors
21 ☐ Microwave	☐ Water Softener (unless rented)	☒ All Window Treatments & Hardware	☒ Carbon Monoxide Detectors
22 ☐ Dishwasher	☐ Central Air Conditioning	☐ Satellite Dish	☐ Invisible Fence System, Collar & Box
23 ☒ Garbage Disposal	☐ Central Humidifier	☐ Wall Mounted Brackets (AV/TV)	☒ Garage Door Opener(s)
24 ☐ Trash Compactor	☐ Central Vac & Equipment	☐ Security System(s) (unless rented)	with all Transmitters
25 ☒ Washer	☐ All Tacked Down Carpeting	☐ Intercom System	☐ Outdoor Shed
26 ☒ Dryer	☒ Existing Storms & Screens	☐ Electronic or Media Air Filter(s)	☐ Outdoor Playset(s)
27 ☐ Attached Gas Grill	☐ Window Air Conditioner(s)	☐ Backup Generator System	☒ Planted Vegetation
28 ☒ Water Heater	☒ Ceiling Fan(s)	☒ Fireplace Screens/Doors/Grates	☒ Hardscape

29 **Other Items Included at No Added Value:** Boiler heater

30 **Items Not Included:** _____

31 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
32 operating condition at Possession except: _____

33 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
34 regardless of age, and does not constitute a threat to health or safety.

35 **If Home Warranty applies, check here ☐ and complete Optional Paragraph 32.**

36 **4. PURCHASE PRICE AND PAYMENT:** The Purchase Price is \$ 325,000.00. After the payment of Earnest
37 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in
38 "Good Funds" as defined by law.

39 a) **CREDIT AT CLOSING:** [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final
40 settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller
41 agrees to credit \$ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

42 b) **EARNEST MONEY:** Earnest Money of \$ 4,000.00 shall be tendered to Escrowee on or before 1
43 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ _____ shall be tendered
44 by _____, 20 _____. Earnest Money shall be held in trust for the mutual benefit of the Parties by

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Buyer Initial _____ Buyer Initial _____

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Seller Initial mmk Seller Initial _____

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45 [CHECK ONE]: ☒ Seller's Brokerage; ☐ Buyer's Brokerage; ☐ As otherwise agreed by the Parties, as "Escrowee."

46 In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.

47 c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus
48 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

49 **5. CLOSING:** Closing shall be on May 5, 20 22 or at such time as mutually agreed by the Parties in
50 writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing
51 agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

52 **6. POSSESSION:** Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at
53 Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated
54 the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

55 **7. FINANCING:** [INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]

56 MMT a) **LOAN CONTINGENCY:** Not later than forty-five (45) days after Date of Acceptance or five
57 (5) Business Days prior to the date of Closing, whichever is earlier, ("Loan Contingency Date") Buyer shall
58 provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan
59 approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan
60 as follows: [CHECK ONE] ☒ fixed; ☐ adjustable; [CHECK ONE] ☒ conventional; ☐ FHA; ☐ VA; ☐ USDA;
61 ☐ other _____ loan for 85 % of the Purchase Price, plus private mortgage insurance (PMI),
62 if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed 4 % per annum,
63 amortized over not less than 30 years. Buyer shall pay discount points not to exceed 0 % of the loan amount.
64 Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.

65 If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to
66 Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide
67 such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,
68 Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller
69 serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain
70 in full force and effect.

71 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan
72 application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall
73 have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days
74 thereafter or any extension thereof agreed to by the Parties in writing.

75 A Party causing delay in the loan approval process shall not have the right to terminate under this
76 subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as
77 otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.

78 Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of
79 Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph
80 if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is
81 conditioned on the sale and/or closing of Buyer's existing real estate.

82 If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to this
83 Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

84 _____ b) **CASH TRANSACTION WITH NO MORTGAGE:** [ALL CASH] If this selection is made, Buyer will pay
85 at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer,
86 that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
87 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
88 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds

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89 to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
 90 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from
 91 satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall
 92 share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 30, this Contract shall**
 93 **not be contingent upon the sale and/or closing of Buyer's existing real estate.**

94 _____ c) **CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing,
 95 in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer
 96 has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
 97 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
 98 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
 99 to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that
 100 Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real
 101 Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance
 102 in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent**
 103 **upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's
 104 obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that
 105 prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.
 106 Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects
 107 to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. **Unless otherwise**
 108 **provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing**
 109 **real estate.**

110 **8. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:
 111 [CHECK ONE] ☒ has ☐ has not received a completed Illinois Residential Real Property Disclosure;
 112 [CHECK ONE] ☒ has ☐ has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"
 113 [CHECK ONE] ☒ has ☐ has not received a Lead-Based Paint Disclosure;
 114 [CHECK ONE] ☒ has ☐ has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
 115 [CHECK ONE] ☒ has ☐ has not received the Disclosure of Information on Radon Hazards.

116 **9. PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall
 117 be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,
 118 rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
 119 only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and
 120 Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
 121 Association(s) are not a proratable item.

122 a) The general real estate taxes shall be prorated to and including the date of Closing based on 105 % of
 123 the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing,
 124 except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a
 125 homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller
 126 has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental
 127 entity, before or after Closing, to preserve said exemption(s). **The proration shall not include exemptions to**
 128 **which the Seller is not lawfully entitled.**

129 b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)
 130 fees are \$ _____ per _____ (and, if applicable, Master/Umbrella Association fees are
 131 \$ _____ per _____). Seller agrees to pay prior to or at Closing the remaining balance of any
 132 special assessments by the Association(s) confirmed prior to Date of Acceptance.

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c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

10. ATTORNEY REVIEW: Within five (5) Business Days after Date of Acceptance, the attorneys for the respective Parties, by Notice, may:

- a) Approve this Contract; or
- b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
- c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or
- d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer. Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not agreed upon, **neither** Buyer nor Seller may declare this contract null and void, and this contract shall remain in full force and effect.

If Notice of disapproval or proposed modifications is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit unilateral reinstatement by withdrawal of any proposal(s).

11. WAIVER OF PROFESSIONAL INSPECTIONS: [INITIAL IF APPLICABLE] _____ Buyer acknowledges the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.

12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES: [NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]
Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.

a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings, floors, appliances and foundation. A major component shall be deemed to be in operating condition, and therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall not be a basis for the Buyer to cancel this Contract. **A request by Buyer for credits or repairs in violation of the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return of Buyer's Earnest Money.** If radon mitigation is performed, Seller shall pay for any retest.

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Buyer Initial _____ Buyer Initial _____

Seller Initial mm Seller Initial _____

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b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. **Buyer shall not send any portion of the inspection report with the Notice provided under this subparagraph unless such inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney.** If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.

c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not include any portion of the inspection reports unless requested by Seller.

d) **Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain in full force and effect.**

13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business Days after Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves Notice with proof of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.**

14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area. **If Notice of the option to declare contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect.** Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

15. CONDOMINIUM/Common Interest Associations: [IF APPLICABLE] The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest Community Association Act or other applicable state association law ("Governing Law").

a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and utility easements including any easements established by or implied from the Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to Date of Acceptance.

c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.

d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

Buyer Initial _____ Buyer Initial _____

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Seller Initial mml Seller Initial _____

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220 Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or
221 additional documentation, Buyer agrees to comply with same.

222 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
223 improvements are in violation of existing rules, regulations or other restrictions or that the terms and
224 conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or
225 would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then
226 Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the
227 receipt of the documents and information required by this paragraph, listing those deficiencies which are
228 unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived
229 this contingency, and this Contract shall remain in full force and effect.

230 f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

231 **16. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
232 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
233 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
234 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to:
235 covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not
236 interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable
237 at the time of Closing.

238 **17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

239 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-
240 closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of
241 transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall
242 be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.

243 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
244 Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement
245 Procedures Act of 1974, as amended.

246 **18. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
247 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
248 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a
249 title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject
250 only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing.
251 The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment
252 for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein
253 shown, subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted**
254 **exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to**
255 **Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title**
256 **insurer commit to either insure against loss or damage that may result from such exceptions or survey matters**
257 **or insure against any court-ordered removal of the encroachments.** If Seller fails to have such exceptions waived
258 or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase
259 Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit
260 of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA
261 Insurance Policy.

262 **19. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
263 condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms

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Buyer Initial _____ Buyer Initial _____

Seller Initial mmr Seller Initial _____

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264 to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to
 265 the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the
 266 laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way,
 267 easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at
 268 all accessible corners of the land. **All such corners shall also be visibly staked or flagged.** The Plat of Survey shall
 269 include the following statement placed near the professional land surveyor's seal and signature: "This professional
 270 service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as
 271 defined, is not a boundary survey and is not acceptable.

272 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the Real
 273 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
 274 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
 275 Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
 276 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
 277 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
 278 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall
 279 be applicable to this Contract, except as modified by this paragraph.

280 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition.
 281 All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at
 282 Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and
 283 included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal
 284 Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.

285 **22. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
 286 Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written
 287 notice from any association or governmental entity regarding:

- 288 a) zoning, building, fire or health code violations that have not been corrected;
- 289 b) any pending rezoning;
- 290 c) boundary line disputes;
- 291 d) any pending condemnation or Eminent Domain proceeding;
- 292 e) easements or claims of easements not shown on the public records;
- 293 f) any hazardous waste on the Real Estate;
- 294 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 295 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

296 Seller further represents that:

297 [INITIALS] mmk There [CHECK ONE] ☐ are ☒ are not improvements to the Real Estate which are not
 298 included in full in the determination of the most recent tax assessment.

299 [INITIALS] mmk There [CHECK ONE] ☐ are ☒ are not improvements to the Real Estate which are eligible
 300 for the home improvement tax exemption.

301 [INITIALS] mmk There [CHECK ONE] ☐ is ☒ is not an unconfirmed pending special assessment affecting
 302 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.

303 [INITIALS] mmk The Real Estate [CHECK ONE] ☐ is ☒ is not located within a Special Assessment Area or
 304 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.

305 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
 306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

Bk

Buyer Initial _____ Buyer Initial _____

Address: 440 E Van Buren

Seller Initial mmk Seller Initial _____

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promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may terminate this Contract by Notice to Seller and this Contract shall be null and void.

23. REAL ESTATE TAX ESCROW: In the event the Real Estate is improved, but has not been previously taxed for the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays. Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

25. ELECTRONIC OR DIGITAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting same by electronic means. An acceptable digital signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format") document incorporating the digital signature and sending same by electronic mail.

26. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if this Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of competent jurisdiction."

In the event either Party has declared the Contract null and void or the transaction has failed to close as provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the Escrowee may elect to proceed as follows:

- a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends to disburse in the absence of any written objection. If no written objection is received by the date indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties. **If any Party objects in writing** to the intended disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.
- b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred in filing the Interpleader action.

27. NOTICE: Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- a) By personal delivery; or

Buyer Initial _____ Buyer Initial _____

Address: 440 E Van Buren

Seller Initial mm Seller Initial _____

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- 351 b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt
 352 requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
 353 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
 354 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during
 355 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
 356 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
 357 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
 358 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date
 359 and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out
 360 of future e-mail Notice by any form of Notice provided by this Contract; or
 361 e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day
 362 following deposit with the overnight delivery company.
 363 f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's
 364 Designated Agent in any of the manners provided above.
 365 g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide
 366 such courtesy copies shall not render Notice invalid.

367 **28. PERFORMANCE: Time is of the essence of this Contract.** In any action with respect to this Contract, the Parties
 368 are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect
 369 reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

370 **THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.**

371 [INITIALS] _____ **29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously
 372 consented to _____ [LICENSEE] acting as a Dual Agent in providing brokerage services on
 373 their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in
 374 this Contract.

375 _____ **30. SALE OF BUYER'S REAL ESTATE:**

376 a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:

377 1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:

378 _____
 379 Address City State Zip

380 2) Buyer [CHECK ONE] ☐ has ☐ has not entered into a contract to sell Buyer's real estate.

381 If Buyer has entered into a contract to sell Buyer's real estate, that contract:

382 a) [CHECK ONE] ☐ is ☐ is not subject to a mortgage contingency.

383 b) [CHECK ONE] ☐ is ☐ is not subject to a real estate sale contingency.

384 c) [CHECK ONE] ☐ is ☐ is not subject to a real estate closing contingency.

385 3) Buyer [CHECK ONE] ☐ has ☐ has not publicly listed Buyer's real estate for sale with a licensed real estate broker
 386 and in a local multiple listing service.

387 4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple
 388 listing service, Buyer [CHECK ONE]:

389 a) ☐ Shall publicly list real estate for sale with a licensed real estate broker who will place it in a local
 390 multiple listing service within five (5) Business Days after Date of Acceptance.

391 [FOR INFORMATION ONLY] Broker: _____

392 Broker's Address: _____ Phone: _____

393 b) ☒ Does not intend to list said real estate for sale.

Bk

Buyer Initial _____ Buyer Initial _____

Seller Initial *mmk* Seller Initial _____

Address: 440 E Van Buren

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b) **CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**

- 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of _____, 20 _____. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. **If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect.** (If this paragraph is used, then the following paragraph must be completed.)
- 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before _____, 20 _____. **If Notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect.**
- 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. **Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.**
- c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:
 - 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).
 - 2) Seller's Notice to Buyer (commonly referred to as a "kick-out" Notice) shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
 - a) By personal delivery effective at the time and date of personal delivery; or
 - b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
 - c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.
 - 3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.
 - 4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void.
 - 5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.
 - 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

^{DS}
Bk

Buyer Initial _____ Buyer Initial _____

Address: 440 E Van Buren

Seller Initial mmh Seller Initial _____

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438 d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in
 439 Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest
 440 money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified.
 441 **If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed**
 442 **ineffective and this Contract shall be null and void.**

443 e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations
 444 contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.

445 _____ **31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT:** In the event either Party has entered
 446 into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before
 447 _____, 20 _____. **In the event the prior contract is not cancelled within the time specified, this Contract**
 448 **shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser**
 449 **under the prior contract should not be served until after Attorney Review and Professional Inspections provisions**
 450 **of this Contract have expired, been satisfied or waived.**

451 _____ **32. HOME WARRANTY:** Seller shall provide at no expense to Buyer a Home Warranty at a cost of
 452 \$ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.

453 _____ **33. WELL OR SANITARY SYSTEM INSPECTIONS:** Seller shall obtain at Seller's expense a well
 454 water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and
 455 nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health
 456 Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating
 457 that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller
 458 shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of
 459 remedying a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach
 460 agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional
 461 testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional
 462 testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for
 463 necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a
 464 copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

465 _____ **34. WOOD DESTROYING INFESTATION:** Notwithstanding the provisions of Paragraph 12, within
 466 ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated
 467 not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state
 468 regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by
 469 termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses
 470 evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the
 471 report to proceed with the purchase or to declare this Contract null and void.

472 _____ **35. POSSESSION AFTER CLOSING:** Possession shall be delivered no later than 11:59 p.m. on the
 473 date that is [CHECK ONE] ☐ _____ days after the date of Closing or ☐ _____, 20 ____ ("the Possession Date").
 474 Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until
 475 delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ _____
 476 (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:

- 477 a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to
 478 and including the day of delivery of Possession if on or before the Possession Date;
- 479 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after
 480 the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

Bk

Buyer Initial _____ Buyer Initial _____ Seller Initial Mmk Seller Initial _____
 Address: 440 E Van Buren villa Park IL 60181 v7.0
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481 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have
 482 been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
 483 ^{DS} deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

484 Bk Mml 36. "AS IS" CONDITION: This Contract is for the sale and purchase of the Real Estate in its "As Is"
 485 condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect
 486 to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known
 487 defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that
 488 event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller
 489 and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
 490 performing any inspection. In the event the inspection reveals that the condition of the Real Estate is unacceptable
 491 to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be
 492 null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated
 493 to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or
 494 to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and
 495 this Contract shall remain in full force and effect. Buyer acknowledges that the provisions of Paragraph 12 and the
 496 warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise
 497 of rights by Buyer in Paragraph 33, if applicable.

498 37. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real
 499 Estate by _____ Buyer's Specified Party, within five (5) Business Days after Date
 500 of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller
 501 within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this
 502 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

503 38. ATTACHMENTS: The following attachments, if any, are hereby incorporated into this Contract
 504 [IDENTIFY BY TITLE]: _____
 505 _____

506 39. MISCELLANEOUS PROVISIONS: Buyer's and Seller's obligations are contingent upon the
 507 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with
 508 such additional terms as either Party may deem necessary, providing for one or more of the following [CHECK APPLICABLE BOXES]:

- | | | |
|---|--|--|
| ☐ Articles of Agreement for Deed | ☐ Assumption of Seller's Mortgage | ☐ Commercial/Investment |
| ☐ or Purchase Money Mortgage | ☐ Cooperative Apartment | ☐ New Construction |
| ☐ Short Sale | ☐ Tax-Deferred Exchange | ☐ Vacant Land |
| ☐ Multi-Unit (4 Units or fewer) | ☐ Interest Bearing Account | ☐ Lease Purchase |

^{DS}
Bk
 Buyer Initial _____ Buyer Initial _____
 Address: 440 E Van Buren
 Page 12 of 13

Seller Initial mml Seller Initial _____
 villa Park IL 60181 v7.0

513 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE
 514 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.
 515 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.
 516 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-
 517 BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

518 03/26/2022 DocuSigned by: 4-1-2022
 519 Date of Offer Benjhonson Kodipally DATE OF ACCEPTANCE [Signature]
 520 FB112DA5B7264E1 Seller Signature
 521 Buyer Signature
 522
 523 Buyer Signature Seller Signature
 524 Benjhonson Kodipally Village of Villa Park, by Michael Guerra,
 525 Print Buyer(s) Name(s) [REQUIRED] Print Seller(s) Name(s) [REQUIRED] Interim Village Manager
 526 20 S. Ardmore Ave.
 527 Address [REQUIRED] Address [REQUIRED]
 528 Villa Park, IL 60181
 529 City, State, Zip [REQUIRED] City, State, Zip [REQUIRED]
 530 bkodipally@gmail.com
 531 Phone E-mail Phone E-mail

532 **FOR INFORMATION ONLY**
 533 Keller Williams Infinite 6447 481.011456 Gus Smith & Son Realtors 24090 471-003137
 534 Buyer's Brokerage MLS # State License # Seller's Brokerage MLS # State License #
 535 608 S. Washington Street Chicago, IL 60600 60540 203 S. Villa Ave. Villa Park IL 60181
 536 Address City Zip Address City Zip
 537 Sal Gaddam 879552 475166119 Cathie Smith 244835 471-003137
 538 Buyer's Designated Agent MLS # State License # Seller's Designated Agent MLS # State License #
 539 630-712-2632
 540 Phone Fax Phone Fax
 541 sal.g@kw.com Cathie@gusmithrealtors.com
 542 E-mail E-mail
 543 John Ferrentino jf@fdalawus.com Melissa Wolf Melissa@5rd-law.com
 544 Buyer's Attorney E-mail Seller's Attorney E-mail
 545 9501 W Devon Ave #800 Rosemont IL 60018
 546 Address City State Zip Address City State Zip
 547 847-318-9500
 548 Phone Fax Phone Fax
 549 Statewide Residential and Commercial
 550 Mortgage Company Phone Homeowner's/Condo Association (if any) Phone
 551 Gurpreet Singh
 552 Loan Officer Phone/Fax Management Co./Other Contact Phone
 553 gpsingh@30yrfix.com
 554 Loan Officer E-mail Management Co./Other Contact E-mail

555 Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.
 556 Seller rejection: This offer was presented to Seller on _____, 20____ at ____:____ a.m./p.m. and rejected on _____
 557 _____, 20____ at ____:____ a.m./p.m. _____ [SELLER INITIALS]

558 © 2018. All rights reserved. Unauthorized duplication or alteration of this form or any portion thereof is prohibited. Official form available at www.irela.org (website of Illinois Real Estate Lawyers
 559 Association). Approved by the following organizations, December 2018: Belvidere Board of REALTORS® · Chicago Association of REALTORS® · Chicago Bar Association · DuPage County Bar Association ·
 560 Heartland REALTOR® Organization · Grundy County Bar Association · Hometown Association of REALTORS® · Illinois Real Estate Lawyers Association · Illini Valley Association of REALTORS® · Kane
 561 County Bar Association · Kankakee-Iroquois-Ford County Association of REALTORS® · Mainstreet Organization of REALTORS® · McHenry County Bar Association · North Shore-Barrington Association
 562 of REALTORS® · North Suburban Bar Association · Northwest Suburban Bar Association · Oak Park Area Association of REALTORS® · REALTOR® Association of the Fox Valley, Inc. · Three Rivers
 563 Association of REALTORS® · Will County Bar Association ·

Address: 440 E Van Buren Villa Park IL 60181 v7.0