



ORD No, 4358
RESO No. 2386

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

Village Board of Trustees

September 11, 2023

7:00 PM

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

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.**

- 1. Call to Order - Roll Call**
- 2. Pledge of Allegiance**
- 3. Presentation**
 - a. Villa Park Police Department Officer Swearing In Nicholas Simons
- 4. Proclamations**
 - a. Proclamation Recognizing Rae Rupp Srch as the West Suburban Philanthropic Network's Humanitarian of the Year
- 5. Public Comments on Agenda Items**
- 6. Amendments to the Agenda**
- 7. Consent Agenda**
 - a. Approval of Minutes from the August 28, 2023 Committee of the Whole Meeting and Regular Board of Trustees Meeting.
 - b. Bill Listing from the Weeks of August 28 and September 5, 2023 in a Total Amount of \$1,135,174.85.
- 8. Ordinances**
 - a. An Ordinance Approving a Special Use for a Cell Tower located at 1250 S Ardmore Ave

Ordinance approval of Petition PZ-23-02 for a Special Use for a New Wireless Telecommunications Facility located at 1250 S Ardmore Ave as depicted on Exhibit A

with stated conditions. Planning and Zoning Commission recommended approval with conditions by a vote of 5 - 0.

- b. An Ordinance Approving Special Uses, Variations, and a Final Plat of Subdivision at 320 E Wildwood Ave (Lion's Park)

The Petitioner is seeking approval of Special Uses for Community Center, Parks and Recreation, and Government Facility and to request Variations from Table 2-3 of Article 2, Section 2.3. – Lot and Building Regulations, Article 7, Section 7.6. – Location and Use of Parking Areas, and Article 9, Section 9.1.5. – Landscape and Screening Requirements of the Zoning Ordinance. Additionally, the Petitioner is requesting approval of a Final Plat of Subdivision. The Planning and Zoning Commission held a public hearing on August 10, 2023 where they recommended approval of all requests by a vote of 8-0.

9. Resolutions

- a. Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing an Agreement with High Level Promotions, St. Edward, Nebraska, to Secure Sponsorships/Naming Rights For Various Areas Within the Village's Recreation Center

Staff has been investigating additional revenue streams for the Recreation Center to help offset building and/or operational costs. High Level Promotions specializes in securing sponsors in a variety of sports, entertainment and recreation facilities. The proposed agreement would allow High Level Promotions to solicit interest from potential sponsors and bring back to the Village proposed naming right packages for approval. In the agreement as proposed, the Village would receive 70% of the proceeds garnered from sponsorships and High Level Promotions would receive 30% of the gross sponsorships secured. The resolution as drafted grants the Village Manager the authority to negotiate improvements in the agreement. Staff recommends approval of the resolution.

- b. Resolution Approving the Execution of an Intergovernmental Agreement Between the Village of Villa Park and DuPage School District 45 for School Resource Officer Service

The proposed Intergovernmental Agreement (IGA) between the Village of Villa Park (the Village) and the Board of Education of the DuPage School District 45 (D45) provides for a School Resource Officer to be employed by the Village and serve the D45 schools in Villa Park, Jefferson and Jackson Middle School in particular. The agreement was approved by the D45 Board on Tuesday, September 5th. Staff recommends approval of the resolution.

- c. A Resolution Approving and Authorizing the Village Manager to Enter into a Contractual Agreement For Leadership Training.

The Village Manager's office is interested in establishing a comprehensive leadership program for the Village's management team which will improve communication skills, build synergy with the team and strengthen leadership across the organization. Staff would like to contract with Strategic Government Resources for the development and implementation of a leadership training program to carry into the 2024 budget year.

- d. A Resolution Approving Amendment Number One (1) to the Agreement with W.B. Olson for Construction Manager Services for the Lions Park Recreation Center Project

This proposed amendment to the agreement with WB Olson is for four items totaling \$419,228.00 1.) \$166,008 to extend the contract from 12 months to 15 months; 2.) An allotment not to exceed \$201,880 for jobsite requirements 3.) Covering the cost of the Builder's Risk Insurance in the amount of \$18,294 that was originally going to be paid by the Village; 4) \$32,416 in unanticipated costs with bidding and securing the contracts for the 29 contracts for the Recreation Center. Staff recommends approval of the PCO in the amount of \$419,228.

- e. A Resolution Approving Amendment Number One (1) to the Agreement with Williams Architects for Basic Architectural and Engineering Services for the Lions Park Recreation Center Project

This proposed change order (PCO) from Williams Architects (Williams) is for two items totaling \$272,819 1.) \$240,437 because the formula for the compensation for the architects is based on the total construction cost and ; 2.) Additional design work in the amount of \$60,736 was performed by Williams to design the elevated track and manual transfer switch and tap-box connection for a portable generator. Williams has agreed not to charge for the electrical design (\$10,854) and discounted the track design by \$17,500 and and is only seeking \$32,382 for alternate bid design work for the Recreation Center. Staff recommends approval of the PCO in the amount of \$272,819.

- f. A Resolution Approving and Ratifying the Issuance of a Notice of Award and Contract for General Trades for the New Lions Recreation Center (Hargrave Builders, Inc. - \$1,055,450)

- g. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a First Amendment to the Employee Leasing Agreement with GOVTEMPS USA, LLC

In September 2022, the Village entered into an Employee Leasing Agreement with GovTemps USA, LLC for the Finance Director position. The initial term of the contract was from September 12, 2022 to September 15, 2023 with the intention of the agreement being renewed on an annual basis. Staff is requesting to continue with the current contracted Finance Director Chuck Howard and to approve the amendment to the Employee Leasing Agreement. The total annual cost of the agreement is estimated to be \$212,576.

- h. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Agreement with Collins Engineering, Inc., Chicago, Illinois for the Potable Water Tank Inspection in the Amount Not to Exceed \$68,500.

This agreement with Collins Engineers is to inspect four of the five potable water reservoirs in the Village to evaluate their current conditions and provide recommendations for repairs required. This will assist the Village in its capital planning to maintain the critical potable water storage reservoirs. Collins Engineers previously inspected the water reservoirs in 2014. However, due to the age of the report and conditions for the reservoirs, the report needs to be updated to reflect the current conditions. Staff recommends approval of the resolution.

This item satisfies the Short Term Complex Priority Goal "Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc."

10. Old Business

11. Public Comments on Non-Agenda Items

12. New Business

- a. Proposal for Use of the Building at 24 E. St. Charles, Villa Park, Illinois

This is a discussion item about a proposal for a possible business at this site.

- b. Proposal for Use of the Building at 219 W. St. Charles, Villa Park, Illinois

This is a discussion item about a proposal for a possible business at this site. A brief synopsis is included in the packet.

13. Village Commission Reports

14. Village Clerk's Report

15. Village Trustees' Report

16. Village President's Report

17. Village Manager's Report

18. Executive Session

19. 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.



MEMORANDUM

TO: Village Board of Trustees
FROM:
DATE: September 11, 2023
SUBJECT: Villa Park Police Department Officer Swearing In Nicholas Simons

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:



MEMORANDUM

TO: Village Board of Trustees

FROM: Cheryl Wagner, Executive Assistant to the Village Manager

DATE: September 11, 2023

SUBJECT: Proclamation Recognizing Rae Rupp Srch as the West Suburban Philanthropic Network's Humanitarian of the Year

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:



Village of Villa Park

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

PROCLAMATION RECOGNIZING RAE RUPP SRCH ON BEING NAMED THE WEST SUBURBAN PHILANTHROPIC NETWORK'S HUMANITARIAN OF THE YEAR!

WHEREAS, Rae Rupp Srch is a longtime resident, she is well known in the Village of Villa Park; and

WHEREAS, Rae Rupp Srch is a relied upon volunteer to many organizations, including: the Kiwanis Club of Villa Park, Villa Park Public Library, St. Alexander's Catholic Church, School District 45 Foundation, York Township, Villa Park Chamber of Commerce, the Board for Tri-Town YMCA, and

WHEREAS, Rae Rupp Srch served as Board President for the Village of Villa Park and continues to serve as the Chair of the Police and Fire Board, a member of the Liquor Commission, as well as serving as a Trustee for York Township,

WHEREAS, the Village thankfully recognizes the dedication and leadership of Rae Rupp Srch.

NOW, THEREFORE BE IT RESOLVED that I, Nick Cuzzone, President of the Village of Villa Park, on behalf of the Village of Villa Park, do hereby proclaim and recognize:

**"RAE RUPP SRCH BEING NAMED THE WEST SUBURBAN PHILANTHROPIC
NETWORK'S HUMANITARIAN OF THE YEAR!"**

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of September 2023.

Nick Cuzzone, Villa Park



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: September 11, 2023

SUBJECT: Approval of Minutes from the August 28, 2023 Committee of the Whole Meeting and Regular Board of Trustees Meeting.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

VILLAGE OF VILLA PARK

Village Hall, Board Chambers

20 South Ardmore Avenue

Villa Park, IL 60181

Committee of the Whole

August 28, 2023

6:00 PM

Village President Nick Cuzzone

Village Clerk Hosanna Korynecky

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

MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON AUGUST 28, 2023

1. Call to Order – Roll Call.

President Cuzzone called the meeting to order and Clerk Korynecky called the roll.
Trustee Kumar was absent.

2. Pledge of Allegiance.

President Cuzzone led the Pledge of Allegiance.

3. Public Comments.

There were no participants.

4. Discussion Items.

4.a. Keri-Lyn Krafthefer with Ancel-Glink gave a PowerPoint presentation on Robert's Rules and Council Procedures that included the following and responded to questions from the Board.

- Forms of Municipal Government
- The Executive Branch and Village President
- The Legislative Branch – Trustees/Village Board
- The Administrative Branch – Village Manager
- The Village Clerk
- Committees and Commissions
- Interactions with Village Manager's Office
- Interactions with Staff
- Rules of Procedure

5. Adjournment.

Motion to adjourn was made by Trustee Cordova and seconded by Trustee Alfano. Voice vote passed with all ayes. The meeting adjourned at 6:58 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

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

Village Board of Trustees

August 28, 2023

7:10 PM

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

**MINUTES OF THE FORMAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD
OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON
AUGUST 28, 2023**

1. Call to Order – Roll Call.

President Cuzzone called the meeting to order and Clerk Korynecky called the roll.
Trustee Kumar was absent.

2. Pledge of Allegiance.

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

3. Presentation.

3.a. Community F.U.N. Commission Oldest Tree Award.

Commissioner Mary Brunner-Hintz presented the Oldest Tree Award to homeowners at 704 S. Harvard for the 200 year old American Elm tree on their parkway.

3.b. High Level Promotions Naming Rights Presentation.

Colton Wayne and Donny Baker gave a PowerPoint presentation explaining their proposal for bring relationships to the Village and benefits of partnering with their company. They also responded to questions from the Board.

4. Public Comments on Agenda Items.

Ray Cesca of Oak Brook referred to Item 8.b. and spoke about radiation hazards from the cell tower.

Resident Nancy Perlman referred to Item 8.b. and spoke about the safety hazards of cell towers and provided the Board with a copy of her comments.

Resident Tina Chan referred to Item 8.b. and the negative physical effects she has experienced living near a cell tower.

5. Amendments to the Agenda.

6. Proclamations.

6.a. Proclamation by President Cuzzone recognizing August 31, 2023, as International Overdose Awareness Day in the Village of Villa Park.

7. Consent Agenda.

7.a. Bill Listing from the Weeks of August 14 and 21 in a Total Amount of \$1,345,092.05.

7.b. Minutes from the August 14, 2023 Committee of the Whole Meeting and Regular Meeting of the Village Board.

Motion to approve Consent Agenda was made by Trustee Corkery and seconded by Trustee Alfano. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Patrick, Cordova, Corkery, Kozar, Alfano and President Cuzzone. There were no nays. Motion carried.

8. Ordinances.

8.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving Walker's Plat of Subdivision.

The petitioner/property owner, Scott Walker, is seeking approval of a Plat of Subdivision for a single lot subdivision, Walker's Plat of Subdivision, per Article II, Section II – Procedures and Plat C. Administrative Plat Approval Procedures of Appendix 2 located at 15 E. Van Buren Street.

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

8.b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Authorizing a Special Use to Allow for the Installation and Construction of a New Wireless Telecommunications Tower and Antenna in the RS-7.5 Residential Single-Dwelling District for the Property Located at 1250 S. Ardmore Avenue in the Village of Villa Park, Illinois.

The Petitioner, Tony Phillips of Kendall Communications, is seeking approval of a Special Use for a Wireless Telecommunications Facility (new cell tower) located at 1250 S. Ardmore Avenue which is Willowbrook High School. The property owner is DuPage High School District 88. Staff recommends approval of the ordinance granting Petition PZ-23-02 for a Special Use for a new Wireless Telecommunications Facility located at 1250 S. Ardmore Avenue as depicted on Exhibit A with stated conditions.

Motion to approve the ordinance was made by Trustee Corkery. Motion failed for lack of a second.

8.c. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Ordinance 4100 Exhibit A – Plat of Vacation.

Exhibit A of Ordinance 4100 is a Plat of Vacation which, if recorded, would have vacated the entire alley but not divide it into the agreed parcels as outlined in Ordinance 4100. The amended Exhibit A is also a Plat of Vacation but includes legal descriptions for the creation of new Parcels A-E and also places a public utilities easement on the east 10' of the vacated alley instead of the entire 20' vacated alley as agreed by ComEd.

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

8.d. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Authorizing the Execution of a Non-Exclusive Public Utility Easement Agreement Between Chicago SMSA Limited Partnership D/B/A Verizon Wireless and the Village of Villa Park, Illinois.

This ordinance, if approved, would grant Verizon Wireless a permanent utility easement along the south property line of the Public Works facility located at 729 N. Ardmore Avenue. Verizon wishes to bore and insert fiber optic cable in conduit to connect to a cellular tower on the site. This would improve Verizon service in the area. Village staff proposes a price of \$6,000 for non-exclusive access to this 8' x 237' easement. Staff recommends approval of the ordinance.

Motion to approve the ordinance was made by Trustee Alfano and seconded by Trustee Corkery. Public Works Director Guerra was thanked for his negotiations with Verizon. Roll call vote tallied six (6) ayes made by Trustees Kozar, Cordova, Alfano, Corkery, Patrick and President Cuzzone. There were no nays. Motion carried.

9. Resolutions.

9.a. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing an Agreement with High Level Promotions of St. Edward, Nebraska, to Secure Sponsorships/Naming Rights for Various Areas Within the Village's Recreation Center.

Staff has been investigating additional revenue streams for the Recreation Center to help offset building and/or operational costs. High Level Promotions specializes in securing sponsors in a variety of sports, entertainment and recreation facilities. The proposed agreement would allow High Level Promotions to solicit interest from potential sponsors and bring back to the Village proposed naming right packages for approval. The Village would receive 70% of the proceeds garnered from sponsorships and High Level Promotions would receive 30% of the gross sponsorships secured. Staff recommends approval of this agreement.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Corkery. Discussion ensued on acceptance of this agreement by residents. Colton Wayne with High Level Promotions provided additional information regarding other similar companies. Motion to postpone the resolution to the September 11, 2023 meeting was made by Trustee Patrick and seconded by Trustee

Alfano. Roll call vote tallied six (6) ayes made by Trustees Cordova, Corkery, Kozar, Alfano, Patrick and President Cuzzone. There were no nays. Motion carried.

9.b. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Separation Agreement and General Release.

Motion to approve the resolution was made by Trustee Corkery and seconded by Trustee Alfano. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Patrick, Alfano, Corkery, Cordova and President Cuzzone and one (1) nay by Trustee Kozar. Motion carried.

9.c. Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing an Agreement with Federal Rent A Fence of West Berlin, New Jersey, for Professional Services Related to Temporary Construction Fencing for the Lions Park Recreational Center Project in An Amount of \$35,150.

Staff recommends approval of a resolution authorizing an agreement with Federal Rent A Fence for professional services to provide temporary construction fencing during the construction process for the new Lions Recreation Center in an amount of \$35,150.

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

10. Resolutions Regarding Work Package #2 for New Lions Recreation Center Project.

Before the Village Board for consideration are resolutions approving various trade contract associated with Work Package #2 for the Lions Park Recreation Center totaling an amount not to exceed \$11,968,544. With Board of Trustees directive to add the running track, the total bid amount would increase by \$500,390. The Village received a total of 117 bids for the various trades and equipment areas from the public bid opening held on August 3, 2023, at the Iowa Community Center related to Work Package #2 for the new Lions Park Recreation Center Project. WB Olson reviewed the submitted bid amount and is recommending the Village proceed with the approval of the lowest responsible and qualified bids from the following 25 trade contractors:

1. American Grading Inc.: Excavation and Site Demolition in the amount of \$739,400.
2. Alessio & Sons Company: Site Utilities in the amount of \$278,627.
3. Chadwick Contracting Co.: Asphalt Paving in the amount of \$19,800.
4. Midwest Brick Paving, Inc.: Brick Pavers in the amount of \$139,900.
5. Breezy Hill Landscaping, Inc.: Landscaping in the amount of \$127,200.
6. Abbey Paving Co. Inc.: Concrete in the amount of \$842,900.
7. JAC Masonry, Inc.: Masonry in the amount of \$463,000.
8. McKinney Steel & Sales, Inc.: Miscellaneous Metals/Steel in the amount of \$256,384.
9. Hargrave Builders: General Trades in the amount of \$1,055,450.
10. GC Roofing: Roofing in the amount of \$602,402.
11. 3F Corporation: Glass and Aluminum in the amount of \$1,138,000.
12. Hargrave Builders: Exterior Envelope in the amount of \$963,450.
13. Champion Drywall, Inc.: Drywall and Acoustics in the amount of \$768,490.
14. Douglas Floor Covering: Ceramic Tile in the amount of \$242,450.
15. Rockford Central Tile & Terrazzo Co. Inc.: Terrazzo Flooring in the amount of \$145,480.
16. Douglas Floor Covering: Carpet and Resilient Flooring in the amount of \$169,590.
17. Prostar Surfaces, Inc.: Wood & Resilient Athletic Flooring in the amount of \$329,700.
18. Ascher Brother: Painting in the amount of \$178,800 OR The Matan Group in the amount of \$182,500 plus \$12,500, if Alternate Bid #1 (running track) is accepted. The low bidder would subsequently change to The Matan Group.
19. The Larson Equipment Group: Athletic Equipment in the amount of \$208,224.
20. Boelter, LLC: Food Service Equipment in the amount of \$121,047.
21. Ewing-Doherty Mechanical, Inc.: Plumbing in the amount of \$638,850.
22. Absolute Fire Protection, Inc.: Fire Protection in the amount of \$131,100.
23. Amber Mechanical Contractors, Inc.: HVAC in the amount of \$794,300.
24. Valley Electrical Contractors, Inc.: Electric in the amount of \$1,614,000.
25. Garbe Iron Works in the amount of \$1,230,000.215,100

The total amount of the trade contracts associated with Package #2 equates to \$11,968,544, without the construction of the suspended running rack in the gymnasium. The cost to construct the running track as part of the Project would increase the amount of Work Package #2 for various trades by \$500,390.

The trades impacted by the construction of the running rack include: 1) Miscellaneous Steel; 2) Fire Protection; 3) General Trades; 4) Wood and Resilient Athletic Flooring; 5) Painting; 6) Electric;

7) Concrete and 8) Glass and Aluminum. If the Board of Trustees gives direction to add the running track as a component of the Project, the Board should approve the Alternate Resolutions for those various trades.

10.a. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of Notice of Award and Contract for Excavation and Site Demolition for the New Lions Park Recreation Center (American Grading, Inc. of Schaumburg, Illinois - \$739,400).

Attorney Wolf explained that resolutions 10.a. through 10.n. were the lowest responsible bids and did not involve any alternate bidding situations related to the running track.

Motion to approve Items 10.a. through 10.n. was made by Trustee Corkery and seconded by Trustee Patrick. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Cordova, Alfano, Kozar, Patrick, Corkery and President Cuzzone. There were no nays. Motion carried.

10.b. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Landscaping for the New Lions Park Recreation Center (Breezy Hill Landscaping, Inc. of Salem, Wisconsin - \$127,200).

10.c. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Food Service Equipment for the New Lions Recreation Center (Boelter, LLC of Glendale, Wisconsin - \$121,047).

10.d. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Masonry for the New Lions Park Recreation Center (JAC Masonry, Inc. of Lake Villa, Illinois - \$463,000).

10.e. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Brick Pavers for the New Lions Park Recreation Center (Midwest Brick Paving, Inc. of Antioch, Illinois - \$139,900).

10.f. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Building Plumbing for the New Lions Park Recreation Center (Ewing-Doherty Mechanical, Inc. of Bensenville, Illinois - \$638,850).

10.g. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Ceramic Tile for the New Lions Park Recreation Center (Douglas Floor Covering, Inc. of North Aurora, Illinois - \$242,450).

10.h. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Asphalt Paving for the New Lions Park Recreation Center (Chadwick Contracting Company of Lake in the Hills, Illinois - \$19,800).

10.i. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Terrazzo for the New Lions Park Recreation Center (Rockford Central Tile & Terrazzo Co., Inc. of Rockford, Illinois - \$145,480).

10.j. Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Exterior Envelope Work for the New Lions Park Recreation Center (Hargrave Builders, Inc. of South Elgin, Illinois - \$963,450).

10.k. Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Roofing and Sheet Metal for the New Lions Park Recreation Center (GC Roofing, LLC of Chicago, Illinois - \$602,402).

10.l. Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Athletic Equipment for the New Lions Park Recreation Center (Larson Equipment and Furniture Company of Schaumburg, Illinois - \$208,224).

10.m. Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Drywall and Acoustic for the New Lions Park Recreation Center (Champion Drywall, Inc. of Channahon, Illinois - \$768,490).

- 10.n.** Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Electric for the New Lions Park Recreation Center (Valley Electrical Contractors, Inc. of Oswego, Illinois - \$1,614,000).
- 10.o.** Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Carpet and Resilient Flooring for the New Lions Park Recreation Center (Douglas Floor Covering, Inc. of North Aurora, Illinois - \$169,590).
Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Alfano. Attorney Wolf explained why the lowest bidder was disqualified and said the contract is going to the proposed contractor who is the lowest responsible and qualified bidder. Roll call vote tallied six (6) ayes made by Trustees Corkery, Patrick, Alfano, Cordova, Kozar and President Cuzzone. There were no nays. Motion carried.
- 10.p.** Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Site Utilities for the New Lions Park Recreation Center (Alessio and Sons Company of Lombard, Illinois - \$278,627).
Motion to approve the resolution was made by Trustee Cordova and seconded by Trustee Patrick. Attorney Wolf explained why the lowest bidder was disqualified and said the contract is going to the proposed contractor who is the lowest responsible and qualified bidder. Roll call vote tallied six (6) ayes made by Trustees Corkery, Cordova, Kozar, Patrick, Alfano and President Cuzzone. There were no nays. Motion carried.
- 10.q.** Resolution of the Village of Villa Park, DuPage County, Illinois, Waiving the Open and Competitive Bidding Requirements and Approving and Authorizing a Contract for Heating, Ventilating and Air Conditioning for the New Lions Park Recreation Center (Amber Mechanical Contractors, Inc. of Alsip, Illinois - \$794,300).
Motion to approve the resolution was made by Trustee Corkery and seconded by Trustee Patrick. Attorney Wolf explained that WB Olson recommended the contract be awarded to the second lowest bidder because of past difficulties in working with the lowest bidder. Roll call vote tallied six (6) ayes made by Trustees Kozar, Alfano, Corkery, Patrick, Cordova and President Cuzzone. There were no nays. Motion carried.
- 10.r.** An Alternate Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Concrete for the New Lions Park Recreation Center (Abbey Paving Co. of Aurora, Illinois - \$880,800).
Attorney Wolf explained that Items 10.r. through 10.x. are alternate resolutions related to the running track. Dave Ridderhoff with WB Olson gave a PowerPoint update on the running track and cost savings based on lower contract bids and responded to questions from the Board.
Motion to approve alternate resolutions 10.r through 10.x. was made by Trustee Cordova and seconded by Trustee Patrick. Some discussion ensued on fees related to the use of the running track. Manager Harline said there would be fees related to operational costs. Roll call vote tallied six (6) ayes made by Trustees Cordova, Corkery, Patrick, Alfano, Kozar and President Cuzzone. There were no nays. Motion carried.
- 10.s.** An Alternate Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Glass and Aluminum for the New Lions Park Recreation Center (3F Corporation of Alsip, Illinois - \$1,133,900).
- 10.t.** An Alternate Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Wood and Resilient Flooring for the New Lions Park Recreation Center (Prostar Surfaces, Inc. of Milwaukee, Wisconsin - \$419,500).
- 10.u.** An Alternate Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Fire Protection for the New Lions Park Recreation Center (Absolute Fire Protection, Inc. of Rockford, Illinois - \$136,300).
- 10.v.** An Alternate Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Miscellaneous Steel for the New Lions Park Recreation Center (McKinney Steel & Sales, Inc. of Zion, Illinois - \$360,707).
- 10.w.** An Alternate Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for General Trades for the New Lions Park Recreation Center (Hargrave Builders, Inc. of South Elgin, Illinois - \$1,071,450).

10.x. An Alternate Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Contract for Painting for the New Lions Park Recreation Center (The Matan Group of Buffalo Grove, Illinois - \$195,000).

10.y. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Execution of Change Order Number 1 to the Contract Between the Village of Villa Park, Illinois, and Garbe Iron Works of Aurora, Illinois, for the Furnishing, Delivery and Installation of Structural Steel Related to the Construction of a Suspended Running Track for the New Lions Park Recreation Center.

Attorney Wolf clarified that the Change Order is for \$215,100. Motion to amend the resolution from \$215,000 to \$215,100 was made by Trustee Patrick and seconded by Trustee Alfano. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Corkery, Kozar, Alfano, Cordova, Patrick and President Cuzzone. There were no nays. Motion carried.

Roll call vote on the amended resolution tallied six (6) ayes made by Trustees Kozar, Corkery, Cordova, Alfano, Patrick and President Cuzzone. There were no nays. Motion carried.

11. Public Comments on Non-Agenda Items.

There were no participants.

12. New Business.

12.a. Requesting Recommendation From the Parks and Recreation Advisory Commission on Cost-Recovery for the Recreation Center.

As we develop the 2024 budget, staff is preparing an Operations Plan for the Recreation Center. A key policy issue that requires community input and a decision at the Board level is what is the expectation for cost recovery from the users of the recreation center versus a socialized cost (subsidy) paid by the entire Village regardless of usage. A motion is needed to send this issue to the PRAC for a recommendation after public comment.

Motion to approve the request was made by Trustee Patrick and seconded by Trustee Cordova. Trustee Patrick asked that the commission get input from surrounding communities. Trustee Cordova, commission liaison, said non resident costs will be considered. Discussion ensued on operational costs as well as programming. Assistant Village Manager McVey explained discussions by staff regarding operational costs along with community input. She also responded to questions from the Board. Roll call vote tallied six (6) ayes made by Trustees Corkery, Kozar, Cordova, Alfano, Patrick and President Cuzzone. There were no nays. Motion carried.

12.b. Requesting that Staff Develop a Draft Document to Establish Rules and Procedures for Meetings of the Board of Trustees of Villa Park.

It is common for municipal governments to develop a guide for common procedures and practices for holding board meetings. Both staff and Trustee Kozar have suggested that we formalize this in a document adopted by the Board. A formal motion is needed for staff to produce a draft document for Board Meeting Rules.

Motion to approve the request was made by Trustee Kozar and seconded by Trustee Patrick. Roll call vote tallied six (6) ayes made by Trustees Alfano, Patrick, Corkery, Cordova, Kozar and President Cuzzone. There were no nays. Motion carried.

13. Village Commission Reports.

13.a. Environmental Concerns Commission

Acceptance of Minutes from the June 22, 2023 Meeting.

13.b. Environmental Concerns Commission's Bike, Pedestrian and Transit Subcommittee

Acceptance of Minutes from the June 22, 2023 Meeting.

13.c. Board of Fire and Police Commission

Acceptance of Minutes from the June 27, 2023 Meeting.

13.d. Parks and Recreation Advisory Commission

Acceptance of Minutes from the July 11, 2023 Meeting.

13.e. Economic Development commission

Acceptance of Minutes from the June 21, 2023 Meeting.

13.f. Community F.U.N. Commission

Acceptance of Minutes from the July 25, 2023 Meeting.

14. Village Clerk's Report.

Clerk Korynecky had no report or recommendations.

15. Village Trustees' Report.

Trustee Patrick referred to Item 12.a. as an example of utilizing Village commissions. He provided an update on the Villa Park Youth Football's opening season. He also thanked the first responders for the work they do.

Trustee Cordova had no report or recommendations.

Trustee Kozar thanked the Police Department on how they handled recent incidents. He also displayed the Community F.U.N. Commission's Autumn Jubilee flyer for September 30.

Trustee Alfano reminded residents to fill out the Comprehensive Plan Survey.

Trustee Corkery had no report or recommendations.

16. Village President's Report.

President Cuzzone said the Coffee with the Board September meeting has been cancelled. The next meeting will be on Saturday, October 7 at Village Hall. He announced the 9/11 memorial program at 8:30 a.m. at Fire Station 81. He said Thursday, August 31 will be the last summer concert at Cortesi Park. He also presented a children's book written by former Fire Chief Ron Rakosnik entitled "Firefighters Are Friends".

17. Village Manager's Report.

Manager Harline announced the retirement of Firefighter/Paramedic Mike Tenerelli on September 8. He referred to the rescheduled Senior Concerns Commission's meeting to Monday, September 11 at 5 p.m. at Village Hall. He apologized for a recent email glitch on sending out the agenda and provided information on the new Civic Clerk agenda software.

18. Executive Session.**19. Adjournment.**

Motion to adjourn was made by Trustee Kozar and seconded by Trustee Corkery. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 9:08 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting Scheduled on September 11, 2023.



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on September 11, 2023

Covering weekly check runs dated for:

August 28, 2023/CY23 \$119,730.68

1 of 1

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "WF0828","0822 INT","0823 INT"

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

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.211 LEGAL SERVICES							
12541	ROBBINS SCHWARTZ	955359	0	LEGAL SERVICES (GENERAL MATTER)	100.00 ✓	.00	
Total 10.511.00.211 LEGAL SERVICES:					100.00	.00	
10.511.00.299 OTHER CONTRACTUAL SERVICES							
11547	CCVP	081723	0	LOVE YOUR NEIGHBOR DAY CONTRIBUTION	2,000.00 ✓	2,000.00	08/22/2023
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					2,000.00	2,000.00	
Total PUBLIC AFFAIRS:					2,100.00	2,000.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.00.299 OTHER CONTRACTUAL SERVICES							
12951	COMCAST INTERNET	180309546 8/23	0	INTERNET SERVICE; 8/15-9/14/23	2,655.14 ✓	.00	
Total 10.512.00.299 OTHER CONTRACTUAL SERVICES:					2,655.14	.00	
10.512.01.299 OTHER CONTRACTUAL SERVICES							
6849	CURRENT TECHNOLOGIES CORP	13874	0	EXACQ CAMERA LICENSE	932.91 ✓	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					932.91	.00	
Total MANAGER:					3,588.05	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.289 INSPECTORS FEES							
13523	CHADA, MICHAEL	JULY INSPECTION	0	JULY INSPECTIONS	60.00 ✓	.00	
Total 10.514.00.289 INSPECTORS FEES:					60.00	.00	
10.514.00.299 OTHER CONTRACTUAL SERVICES							
192	DUPAGE COUNTY RECORDER	40515114	0	LIEN RELEASES	171.00 ✓	.00	
429	GENTILE & ASSOCIATES INC	33213	0	PLAT OF VACATION-JACKSON TO ADAMS	400.00 ✓	.00	
12431	WASHU LLC	229-CD	0	CAR WASHES JUNE 2023	9.00 ✓	.00	
12431	WASHU LLC	245	0	CAR WASHES JULY 2023	9.00 ✓	.00	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					589.00	.00	
10.514.00.303 DUES & PUBLICATIONS							
13818	GIS CERTIFICATION INSTITUTE	26309	0	GISP RECERTIFICATION	285.00 ✓	.00	
1219	ROTARY CLUB OF VILLA PARK	606	0	LUNCHES AND DUES	465.00 ✓	.00	
Total 10.514.00.303 DUES & PUBLICATIONS:					750.00	.00	
Total COMMUNITY DEVELOPMENT:					1,399.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.210 TELEPHONE							
12256	PEERLESS NETWORK	30910 8/23	0	PHONE SERVICE; 8/15-9/14/23	1,014.79 ✓	.00	
Total 10.515.00.210 TELEPHONE:					1,014.79	.00	
10.515.00.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	100846728	0	COPIERS/PRINTERS LEASE; 9/5-10/4/23	2,492.66 ✓	.00	
Total 10.515.00.270 MAINT OF OFFICE EQUIPMENT:					2,492.66	.00	
10.515.00.317 OFFICE SUPPLIES							
7523	RUNCO OFFICE SUPPLY	914399-0	0	BINDER CLIPS	16.08 ✓	.00	
Total 10.515.00.317 OFFICE SUPPLIES:					16.08	.00	
Total CENTRAL SERVICES:					3,523.53	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.220 UTILITY - GAS							
765	NICOR GAS	00-93-47-2022 8 7/2	0	100 S VILLA ;7/6-8/4/23	49.85 ✓	.00	
765	NICOR GAS	39-44-49-5900 9 7/2	0	MUSEUM;7/6-8/4/23	51.71 ✓	.00	
765	NICOR GAS	70-22-77-0234 0 7/2	0	POLICE STN;7/6-8/4/23	345.17 ✓	.00	
Total 10.516.00.220 UTILITY - GAS:					446.73	.00	
10.516.00.299 OTHER CONTRACTUAL SERVICES							
1544	ACITELLI HEATING & PIPING	37172	0	PD LEAKING PIPE REPAIR	1,506.42 ✓	.00	
8501	JOHNSON CONTROLS SECURITY SOLU	39173384	0	PW WIRELESS ALARM MONITORING	164.36 ✓	.00	
8501	JOHNSON CONTROLS SECURITY SOLU	39173390	0	PD WIRELESS ALARM MONITORING	116.10 ✓	.00	
6259	MIDLAND PLUMBING & SEWER	9139	0	VH MAIN SEWER LINE 08/17/23	1,200.00 ✓	.00	
13814	OKEH ELECTRIC COMPANY	23-78	0	SIREN RELOCATION LUFKIN PARK	7,500.00 ✓	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					10,486.88	.00	
10.516.00.315 BUILDING MAINT SUPPLIES							
1068	VILLA PARK ELECTRIC SUPPLY CO	248990-00	0	LIGHTS AND BALLAST VH	125.50 ✓	.00	
Total 10.516.00.315 BUILDING MAINT SUPPLIES:					125.50	.00	
Total BUILDINGS & GROUNDS:					11,059.11	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.220	UTILITY - GAS						
765	NICOR GAS	10-44-81-1000 6 7/2	0	METRA STATION;7/6-8/4/23	53.56 ✓	.00	
Total 10.517.00.220 UTILITY - GAS:					53.56	.00	
Total COMMUTER PARKING LOT:					53.56	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.215 SHOP SERVICES							
6430	CINTAS CORPORATION #344	4165023904	0	MATS, UNIFORMS, TOWELS	58.46 ✓	.00	
Total 10.518.00.215 SHOP SERVICES:					58.46	.00	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS							
13651	BRAD MANNING FORD INC	222001	0	CD 75 EXHAUST GASKET	12.62 ✓	.00	
13651	BRAD MANNING FORD INC	222187	0	FIRE C 81 RIGHT SIDE TIRE SENSORS	117.06 ✓	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					129.68	.00	
Total GARAGE:					188.14	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.263 POST RETIREMENT BENEFITS							
1877	BREGMAN, MARC	AUG 2023	0	POST RETIREMENT BENEFIT; AUG 2023	125.00 ✓	.00	
676	MCNAMARA, JAMES J	AUG 2023	0	POST RETIREMENT BENEFIT; AUG 2023	125.00 ✓	.00	
1713	SUBJECT, DAVID	AUG 2023	0	POST RETIREMENT BENEFIT; AUG 2023	125.00 ✓	.00	
1134	ZORICH, EDWARD	AUG 2023	0	POST RETIREMENT BENEFIT; AUG 2023	125.00 ✓	.00	
Total 10.520.01.263 POST RETIREMENT BENEFITS:					500.00	.00	
Total POLICE:					500.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.263 POST RETIREMENT BENEFITS							
6520	BLASKOVICH, ERIC	AUG 2023	0	POST RETIREMENT BENEFIT; AUG 2023	125.00	.00	
6085	SPARGER, JEFFREY	AUG 2023	0	POST RETIREMENT BENEFIT; AUG 2023	125.00	.00	
4899	VICELLI, LOUIS	AUG 2023	0	POST RETIREMENT BENEFIT; AUG 2023	125.00	.00	
Total 10.521.01.263 POST RETIREMENT BENEFITS:					375.00	.00	
Total FIRE:					375.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	I00846728	0	COPIERS/PRINTERS LEASE; 9/5-10/4/23	170.73	.00	
Total 10.525.01.270 MAINT OF OFFICE EQUIPMENT:					170.73	.00	
10.525.25.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3017246055 8/23	0	1 S CENTRAL LITE RT/25; 7/7-8/7/23	340.67	.00	
13411	AEP ENERGY	3017246077 8/23	0	118 S VILLA AVE; 7/7-8/7/23	50.10	.00	
Total 10.525.25.219 UTILITY - ELECTRIC:					390.77	.00	
Total STREET:					561.50	.00	
Total CORPORATE FUND:					23,347.89	2,000.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
19.520.01.401	DUI TECHNOLOGY CAPITAL OUTLAY						
6622	CDS OFFICE TECHNOLOGIES	INV1549958	0	MDT COMPUTERS	42,364.00 ✓	.00	
Total 19.520.01.401 DUI TECHNOLOGY CAPITAL OUTLAY:					42,364.00	.00	
Total POLICE:					42,364.00	.00	
Total DUI TECHNOLOGY FUND:					42,364.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
27.502.01.299 OTHER CONTRACTUAL SERVICES							
13797	DEMIRDJIAN, JOHN PAUL	Facade Reimburse	0	FACADE REIMBURSEMENT 212 VILLA	20,000.00	.00	
Total 27.502.01.299 OTHER CONTRACTUAL SERVICES:					20,000.00	.00	
Total GENERAL:					20,000.00	.00	
Total TIF 5 FUND - KENILWORTH:					20,000.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
28.502.01.299 OTHER CONTRACTUAL SERVICES							
13821	THOMSON SURVEYING LTD	56512	0	TIF LEGAL DESCRIPTION	1,230.00	.00	
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:					1,230.00	.00	
Total GENERAL:					1,230.00	.00	
Total TIF 4 FUND - ST. CHARLES RD:					1,230.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.44403	FALL/WNTR/SPRG PROGRAM REV						
13765	MAZZA, VICTORIA	156542-REISSUE	0	CLASS CANCELLATION	84.00	84.00	08/23/2023
Total 35.44403 FALL/WNTR/SPRG PROGRAM REV:					84.00	84.00	
Total :					84.00	84.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.210 TELEPHONE							
12256	PEERLESS NETWORK	30910 8/23	0	PHONE SERVICE; 8/15-9/14/23	238.69 ✓	.00	
Total 35.502.01.210 TELEPHONE:					238.69	.00	
35.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	100846728	0	COPIERS/PRINTERS LEASE; 9/5-10/4/23	273.17 ✓	.00	
5067	GFC LEASING	100846728	0	COPIERS/PRINTERS LEASE; 9/5-10/4/23	307.16 ✓	.00	
Total 35.502.01.270 MAINT OF OFFICE EQUIPMENT:					580.33	.00	
35.502.16.220 UTILITY - GAS							
765	NICOR GAS	47-30-07-8760 4 7/2	0	ICC;7/6-8/4/23	186.10 ✓	.00	
Total 35.502.16.220 UTILITY - GAS:					186.10	.00	
35.502.35.204 TRANSPORTATION							
9652	FIRST STUDENT INC.	14191	0	SUMMER CAMP WEEK 6 FIELD TRIP	350.00 ✓	.00	
9652	FIRST STUDENT INC.	14194	0	SUMMER CAMP WEEK 8 FRIELD TRIP	350.00 ✓	.00	
9652	FIRST STUDENT INC.	14204	0	SUMMER CAMP WEEK 9 FIELD TRIP	317.50 ✓	.00	
9652	FIRST STUDENT INC.	14208	0	SUMMER CAMP WEEK 10 FIELD TRIP	317.50 ✓	.00	
Total 35.502.35.204 TRANSPORTATION:					1,335.00	.00	
35.502.35.297 OFFICIATING SERVICES							
1224	ADDISON PARK DISTRICT	2023-15	0	CY23 SUMMER YOUTH BASKETBALL REFEREE S	1,780.80 ✓	.00	
Total 35.502.35.297 OFFICIATING SERVICES:					1,780.80	.00	
35.502.35.299 OTHER CONTRACTUAL SERVICES							
13168	COACHFINDER.SOCCER LLC	08.16.23	0	CY23 SUMMER CONTRACTUAL SOCCER CAMP	1,942.50 ✓	.00	
12291	FAMBRO MANAGEMENT LLC	3005371	0	YOUTH CONTRACTED PROGRAM	240.00 ✓	.00	
12291	FAMBRO MANAGEMENT LLC	3005372	0	YOUTH CONTRACTED PROGRAM	240.00 ✓	.00	
13233	LABOUNTY, KIMBERLY	VPPR1014	0	CY23 SUMMER YOGA IN THE PARK INSTRUCTIO	573.75 ✓	.00	
13782	POPE, ANGELINE E.	09.09.23	0	SSS PERFORMER MISS ANGIES MUSIC	250.00 ✓	.00	
13406	SPARKLES ENTERTAINMENT INC.	09.09.23	0	09.09.23 SSS BALLOON ARTIST	295.00 ✓	.00	
11877	TUMBLING TIMES INC	29	0	CY23 SUMMER CONTRACTUAL SOCCER CAMP	981.60 ✓	.00	
13779	VALDES, JOSE	08.31.23	10029	08.31.23 THURSDAY CONCERT PERFORMANCE -	1,400.00 ✓	.00	
Total 35.502.35.299 OTHER CONTRACTUAL SERVICES:					5,922.85	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.35.311 PROGRAM SUPPLIES							
13703	AMAZON CAPITAL SERVICES	1R7Q-7C9X-JR1N	0	EARLY CHILDHOOD CAMP SUPPLIES	16.02 ✓	.00	
13459	GOLD MEDAL CHICAGO ML30	402936	0	SUMMER CONCERT ICE CREAM	310.95 ✓	.00	
Total 35.502.35.311 PROGRAM SUPPLIES:					326.97	.00	
Total GENERAL:					10,370.74	.00	
Total RECREATION FUND:					10,454.74	84.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.210 TELEPHONE							
12256	PEERLESS NETWORK	30910 8/23	0	PHONE SERVICE; 8/15-9/14/23	43.27 ✓	.00	
Total 36.502.01.210 TELEPHONE:					43.27	.00	
36.502.01.220 UTILITY - GAS							
765	NICOR GAS	45-95-90-7159 3 7/2	0	MAINT BLDG;7/3-8/9/23	61.49 ✓	.00	
765	NICOR GAS	86-94-36-5332 8 7/2	0	N TERR PARK;7/7-8/7/23	54.80 ✓	.00	
Total 36.502.01.220 UTILITY - GAS:					116.29	.00	
36.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	I00846728	0	COPIERS/PRINTERS LEASE; 9/5-10/4/23	136.58 ✓	.00	
Total 36.502.01.270 MAINT OF OFFICE EQUIPMENT:					136.58	.00	
36.502.02.299 OTHER CONTRACTUAL SERVICES							
13430	3D DESIGN STUDIO	08.15.23	0	LUFKIN PROJECT SIGN	1,196.00 ✓	.00	
13430	3D DESIGN STUDIO	6	36000	BIDDING ADMINISTRATION	2,475.00 ✓	.00	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:					3,671.00	.00	
36.502.02.325 GENERAL EQUIPMENT PARTS							
642	RUSO'S POWER EQUIPMENT INC	SPI20220889	0	PARTS FOR TRACTOR	936.48 ✓	.00	
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:					936.48	.00	
36.502.02.399 OTHER SUPPLIES							
847	PRO SAFETY INC	2/897230	0	PARKS HI VIZ GLOVES, EAR PLUGS	356.26 ✓	.00	
Total 36.502.02.399 OTHER SUPPLIES:					356.26	.00	
Total GENERAL:					5,259.88	.00	
Total PARKS FUND:					5,259.88	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.210 TELEPHONE							
12256	PEERLESS NETWORK	30910 8/23	0	PHONE SERVICE; 8/15-9/14/23	40.48 ✓	.00	
Total 41.502.01.210 TELEPHONE:					40.48	.00	
41.502.01.220 UTILITY - GAS							
765	NICOR GAS	00-31-93-8763 5 7/2	0	JEFF POOL ;7/6-8/4/23	129.54 ✓	.00	
765	NICOR GAS	32-27-30-1000 2 7/2	0	JEFF POOL FLTR;7/6-8/4/23	331.09 ✓	.00	
Total 41.502.01.220 UTILITY - GAS:					460.63	.00	
Total GENERAL:					501.11	.00	
Total SWIMMING POOL FUND:					501.11	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.03.292 ENGINEERING SERVICES							
1476	TRANSYSTEMS CORPORATION	INV-0004195185	0	IOWA & VERMONT IMPROVEMENT PROJECT PHA	4,042.53	.00	
Total 60.502.03.292 ENGINEERING SERVICES:					4,042.53	.00	
Total GENERAL:					4,042.53	.00	
Total STREET IMPROVEMENT FUND:					4,042.53	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.401 CAPITAL OUTLAY							
13602	ECS MIDWEST LLC	1094564	35011	CRB MATERIAL TESTING SERVICES - DEMOLITIO	1,630.00 ✓	.00	
5654	PADDOCK PUBLICATIONS	260297	35011	LIONS REC BUILDING BID PACKAGE NOTICE	147.20 ✓	.00	
13260	TDJK VENTURES INC	1564	0	PD PAINTING OUTDOOR MAN DOOR AND FRAME	220.00 ✓	.00	
Total 67.502.02.401 CAPITAL OUTLAY:					1,997.20	.00	
Total GENERAL:					1,997.20	.00	
Total BUILDING IMPROVEMENTS FUND:					1,997.20	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
68.502.02.299 OTHER CONTRACTUAL SERVICES							
8965	V3 COMPANIES OF ILLINOIS	723366	0	TWIN LAKES NATIVE AREA MAINTENANCE - 2023	955.50	.00	
Total 68.502.02.299 OTHER CONTRACTUAL SERVICES:					955.50	.00	
Total GENERAL:					955.50	.00	
Total STORMWATER BUYOUT FUND:					955.50	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.210 TELEPHONE							
12256	PEERLESS NETWORK	30910 8/23	0	PHONE SERVICE; 8/15-9/14/23	29.31 ✓	.00	
Total 82.502.01.210 TELEPHONE:					29.31	.00	
82.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	100846728	0	COPIERS/PRINTERS LEASE; 9/5-10/4/23	170.73 ✓	.00	
Total 82.502.01.270 MAINT OF OFFICE EQUIPMENT:					170.73	.00	
82.502.01.299 OTHER CONTRACTUAL SERVICES							
12951	COMCAST INTERNET	180309546 8/23	0	INTERNET SERVICE; 8/15-9/14/23	69.87 ✓	.00	
192	DUPAGE COUNTY RECORDER	40151118	0	W,S,G LIENS	456.00 ✓	.00	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:					525.87	.00	
82.502.02.220 UTILITY - GAS							
765	NICOR GAS	00-94-81-1000 2 7/2	0	WTR/SWR;7/6-8/4/23	51.71 ✓	.00	
765	NICOR GAS	28-55-16-5989-0 7/2	0	CENTRAL STN;7/6-8/4/23	52.31 ✓	.00	
765	NICOR GAS	35-02-64-0936 3 7/2	0	1260 S CORNELL;7/11-8/9/23	168.41 ✓	.00	
Total 82.502.02.220 UTILITY - GAS:					272.43	.00	
82.502.02.292 ENGINEERING SERVICES							
1476	TRANSYSTEMS CORPORATION	INV-0004195185	0	IOWA & VERMONT IMPROVEMENT PROJECT PHA	4,494.45 ✓	.00	
Total 82.502.02.292 ENGINEERING SERVICES:					4,494.45	.00	
Total GENERAL:					5,492.79	.00	
Total WATER SUPPLY FUND:					5,492.79	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.210 TELEPHONE							
12256	PEERLESS NETWORK	30910 8/23	0	PHONE SERVICE; 8/15-9/14/23	29.31 ✓	.00	
Total 83.502.01.210 TELEPHONE:					29.31	.00	
83.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	100846728	0	COPIERS/PRINTERS LEASE; 9/5-10/4/23	170.73 ✓	.00	
Total 83.502.01.270 MAINT OF OFFICE EQUIPMENT:					170.73	.00	
83.502.01.299 OTHER CONTRACTUAL SERVICES							
12951	COMCAST INTERNET	180309546 8/23	0	INTERNET SERVICE; 8/15-9/14/23	69.87 ✓	.00	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:					69.87	.00	
83.502.02.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3014421013 8/23	0	WWFTF; 7/7-8/7/23	2,140.72 ✓	.00	
Total 83.502.02.219 UTILITY - ELECTRIC:					2,140.72	.00	
83.502.02.220 UTILITY - GAS							
765	NICOR GAS	03-36-92-1882 5 7/2	0	GENERATOR STN;7/6-8/4/23	52.31 ✓	.00	
765	NICOR GAS	27-37-06-3955 4 7/2	0	NORTH & YALE LFT;7/6-8/4/23	51.71 ✓	.00	
765	NICOR GAS	29-10-59-0000 4 7/2	0	WET WEATHER;7/6-8/4/23	174.75 ✓	.00	
765	NICOR GAS	52-91-90-1082 8 7/2	0	NATH LIFT STN;7/7-8/7/23	51.24 ✓	.00	
Total 83.502.02.220 UTILITY - GAS:					330.01	.00	
83.502.02.292 ENGINEERING SERVICES							
1476	TRANSYSTEMS CORPORATION	INV-0004195185	0	IOWA & VERMONT IMPROVEMENT PROJECT PHA	524.40 ✓	.00	
Total 83.502.02.292 ENGINEERING SERVICES:					524.40	.00	
83.502.02.399 OTHER SUPPLIES							
6618	CORE & MAIN	T317217	0	12" CLAYXCI/PVC & 12" CI/PVCXCI/PVC	820.00 ✓	.00	
Total 83.502.02.399 OTHER SUPPLIES:					820.00	.00	
Total GENERAL:					4,085.04	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total WASTEWATER FUND:					4,085.04	.00	
Grand Totals:					119,730.68	2,084.00	

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>23,347.89</u>
DUI TECHNOLOGY FUND	
Total DUI TECHNOLOGY FUND:	<u>42,364.00</u>
TIF 5 FUND - KENILWORTH	
Total TIF 5 FUND - KENILWORTH:	<u>20,000.00</u>
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	<u>1,230.00</u>
RECREATION FUND	
Total RECREATION FUND:	<u>10,454.74</u>
PARKS FUND	
Total PARKS FUND:	<u>5,259.88</u>
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	<u>501.11</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>4,042.53</u>
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	<u>1,997.20</u>
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	<u>955.50</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>5,492.79</u>

	<u>Amount Paid</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>4,085.04</u>
Grand Totals:	<u><u>119,730.68</u></u>

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

DATE 8/23/23 APPROVED BY Charles H. H. H.
M. H. H.

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "WF0828","0822 INT","0823 INT"



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on September 11, 2023

Covering weekly check runs dated for:

September 5, 2023/CY23\$1,015,444.17

1 of 1

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "WF0905","0824 INT","0825 INT","0830 INT","0831 INT"

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

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.130204 GROUP INSURANCE REC							
8224	BLUE CROSS BLUE SHIELD	09012023	0	HEALTH INSURANCE; SEPT 2023	25,203.01 ✓	25,203.01	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	08012023	0	DENTAL, VISION AND LIFE PREMIUMS 8/2023	3,436.65 ✓	3,436.65	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	09012023	0	DENTAL, VISION AND LIFE PREMIUMS 9/2023	3,182.31 ✓	3,182.31	08/25/2023
Total 10.130204 GROUP INSURANCE REC:					31,821.97	31,821.97	
10.190515 DUE TO/FROM LIBRARY (BENEFITS)							
8224	BLUE CROSS BLUE SHIELD	09012023	0	HEALTH INSURANCE; SEPT 2023	12,967.56 ✓	12,967.56	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	08012023	0	DENTAL, VISION AND LIFE PREMIUMS 8/2023	700.44 ✓	700.44	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	09012023	0	DENTAL, VISION AND LIFE PREMIUMS 9/2023	700.44 ✓	700.44	08/25/2023
11466	THE HORTON GROUP, INC	107035	0	WELLNESS VIRGIN PULSE Q3 PARTICIPATION	253.35 ✓	.00	
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):					14,621.79	14,368.44	
10.210508 ESCROW: P. W. PROJECTS							
4442	RUSS'S PLUMBING	PRII202301218	0	BOND RLS 340 S WISCONSIN	1,200.00 ✓	.00	
Total 10.210508 ESCROW: P. W. PROJECTS:					1,200.00	.00	
10.43100 BUILDING PERMITS							
6676	B & F CONSTRUCTION CODE SERVICES	62439	0	PLAN REVIEW REC CENTER	3,616.87 ✓	.00	
13819	SERVICES, ALE & SAM	GA202300535	0	DUPLICATE PERMIT PRGA202300535	320.00 ✓	.00	
Total 10.43100 BUILDING PERMITS:					3,936.87	.00	
Total :					51,580.63	46,190.41	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.207 APPRECIATION DINNER & AWARDS							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PROMO DECANter, DP RETIREMENT	80.00 ✓	.00	
Total 10.511.00.207 APPRECIATION DINNER & AWARDS:					80.00	.00	
10.511.00.211 LEGAL SERVICES							
7835	STORINO RAMELLO & DURKIN	89179	0	GENERAL (JULY 2023)	12,138.51 ✓	.00	
Total 10.511.00.211 LEGAL SERVICES:					12,138.51	.00	
10.511.00.212 LEGAL SERVICES-POLICE							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PRINTER TONER	72.99 ✓	.00	
13073	OTTOSEN DINOLFO	156972	0	JULY HEARING COURT 2023	1,363.00 ✓	.00	
Total 10.511.00.212 LEGAL SERVICES-POLICE:					1,435.99	.00	
10.511.00.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	METRA INTERNET SERVICE; JUNE 2023	266.28 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	4TH OF JULY PARADE T-SHIRTS	1,542.43 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	4TH OF JULY PARADE CANDY SUPPLIES	375.37 ✓	.00	
13357	KEYCODE MEDIA	100961/100895 REI	0	XLR CONNECTOR	434.00 ✓	.00	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					2,618.08	.00	
10.511.00.656 FIRE & POLICE COMMISSION							
13539	GOLD SHIELD DETECTIVE AGENCY INC	2145	0	JORDAN-BACKGROUND CHECK	735.62 ✓	.00	
10333	RUIZ, PATTY	AUG23	0	BFPC ADMIN RECORDING SRVC	100.00 ✓	.00	
Total 10.511.00.656 FIRE & POLICE COMMISSION:					835.62	.00	
10.511.00.667 COMMUNITY F.U.N. COMMISSION							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	ICE CREAM FOR FUN COMMISSION KITES AND K	47.33 ✓	.00	
Total 10.511.00.667 COMMUNITY F.U.N. COMMISSION:					47.33	.00	
Total PUBLIC AFFAIRS:					17,155.53	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.00.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	AMAZON PRIME MEMBERSHIP	14.99 ✓	.00	
Total 10.512.00.299 OTHER CONTRACTUAL SERVICES:					14.99	.00	
10.512.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	DMMC ANNUAL MTG - COFFEE	22.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	DMMC ANNUAL MTG - PASTRIES	32.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	DMMC ANNUAL MTG - COFFEE	26.97 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	BOOK CLUB LUNCH	169.55 ✓	.00	
Total 10.512.00.399 OTHER SUPPLIES:					251.51	.00	
10.512.01.270 MAINT OF OFFICE EQUIPMENT							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	INSIGNIA 42 INCH CLASS F20 SMART FULL HD FI	139.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	WALL MOUNT AND KEYBOARDS FOR STATUS BO	52.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	HOSTED EMAIL ACCT	.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PASSWORD MANAGER RENEWAL	48.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	POOL INTERNET ACCESS	235.11 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	OFF-SITE BACKUPS	356.10 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	STUDIO INTERNET ACCESS	303.74 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SSD HARD DRIVES	134.95 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	WEBCAMS AND TRIPOD	115.15 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SOUNDBARS	66.48 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MONITORS	407.40 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SSD HARD DRIVES	53.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	BATTERIES	14.69 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SSD BRACKET	16.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PRINTER TONER	71.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	BATTERIES AND ETHERNET CONNECTORS	27.35 ✓	.00	
6150	DELL MARKETING LP	10695254632	0	OPTIPLEX 3000 MICRO	833.35 ✓	.00	
Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT:					2,878.25	.00	
10.512.01.299 OTHER CONTRACTUAL SERVICES							
13820	COMMEG SYSTEMS INC	23081601	0	TIMECLOCK SOFTWARE SETUP	3,250.00 ✓	.00	
6849	CURRENT TECHNOLOGIES CORP	732326	0	IT CONSULTANT	82.50 ✓	.00	
13759	HEARTLAND BUSINESS SYSTEMS LLC	630735-H	0	MITEL PHONE SUPPORT	3,006.75 ✓	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					6,339.25	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total MANAGER:					9,484.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MINI REFRIGERATOR	204.42	.00	
Total 10.513.00.399 OTHER SUPPLIES:					204.42	.00	
Total FINANCE:					204.42	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SBOC SEMINAR - LG	50.00 ✓	.00	
Total 10.514.00.202 TRAINING & CONFERENCES:					50.00	.00	
10.514.00.270 MAINT OF OFFICE EQUIPMENT							
6269	KONICA MINOLTA BUSINESS	9009504545	0	AUGUST COPY CHARGES 2023	39.40 ✓	.00	
Total 10.514.00.270 MAINT OF OFFICE EQUIPMENT:					39.40	.00	
10.514.00.289 INSPECTORS FEES							
4659	ELEVATOR INSPECTION SVC CO INC	117751	0	2023 ELEVATOR INSPECTIONS	50.00 ✓	.00	
Total 10.514.00.289 INSPECTORS FEES:					50.00	.00	
10.514.00.292 ENGINEERING SERVICES							
13816	HOUSEAL LAVIGNE ASSOCIATES	6462	0	COMP PLAN CONSULTING SERVICES	7,921.26 ✓	.00	
Total 10.514.00.292 ENGINEERING SERVICES:					7,921.26	.00	
10.514.00.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	117 W LESLIE GRASS CUT	53.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	1025 S ARDMORE GRASS CUT	295.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	404 N YALE GRASS CUT	335.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	1320 S WAYSIDE GRASS CUT	445.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	1325 S OAKLAND GRASS CUT	465.00 ✓	.00	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					1,593.00	.00	
10.514.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	KEYBOARD FEET	7.79 ✓	.00	
Total 10.514.00.399 OTHER SUPPLIES:					7.79	.00	
Total COMMUNITY DEVELOPMENT:					9,661.45	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.210 TELEPHONE							
13810	GRANITE TELECOMMUNICATIONS LLC	612148351 8/23	0	PHONE SERVICE; 8/1-8/31/23	1,641.56	.00	
Total 10.515.00.210 TELEPHONE:					1,641.56	.00	
10.515.00.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	09012023	0	HEALTH INSURANCE; SEPT 2023	24,286.88	24,286.88	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	08012023	0	DENTAL, VISION AND LIFE PREMIUMS 8/2023	2,369.38	2,369.38	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	09012023	0	DENTAL, VISION AND LIFE PREMIUMS 9/2023	1,828.36	1,828.36	08/25/2023
11466	THE HORTON GROUP, INC	107035	0	WELLNESS VIRGIN PULSE Q3 PARTICIPATION	338.57	.00	
Total 10.515.00.250 EMPLOYEE BENEFITS:					28,823.19	28,484.62	
Total CENTRAL SERVICES:					30,464.75	28,484.62	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0030170051 7/2023	0	21 W PLYMOUTH; 7/6-8/4/23	178.67 ✓	.00	
237	COMMONWEALTH EDISON CO	1043074121 7/2023	0	JACKSON POND; 7/19-8/17/23	35.20 ✓	.00	
237	COMMONWEALTH EDISON CO	9006703009 7/2023	0	SIREN; 7/5-8/3/23	29.34 ✓	.00	
237	COMMONWEALTH EDISON CO	9006734022 7/2023	0	106 S VILLA; 7/5-8/3/23	378.60 ✓	.00	
Total 10.516.00.219 UTILITY - ELECTRIC:					621.81	.00	
10.516.00.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CORP PESTICIDE SERVICES	255.00 ✓	.00	
6943	OTIS ELEVATOR CO	100401265837	0	PD ELEVATOR MAINT 09/2023-08/2024	6,376.68 ✓	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					6,631.68	.00	
10.516.00.314 JANITORIAL SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	HOME AVE JANITORIAL SUPPLIES	1,469.30 ✓	.00	
Total 10.516.00.314 JANITORIAL SUPPLIES:					1,469.30	.00	
10.516.00.315 BUILDING MAINT SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	INSECT KILLER	21.57 ✓	.00	
Total 10.516.00.315 BUILDING MAINT SUPPLIES:					21.57	.00	
10.516.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	TOOL REPLACEMENT	372.50 ✓	.00	
Total 10.516.00.399 OTHER SUPPLIES:					372.50	.00	
Total BUILDINGS & GROUNDS:					9,116.86	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	8000258004 7/2023	0	METRA STN PARK LOT; 7/6-8/4/23	66.08 ✓	.00	
Total 10.517.00.219 UTILITY - ELECTRIC:					66.08	.00	
10.517.00.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	METRA PESTICIDE SERVICES	45.00 ✓	.00	
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:					45.00	.00	
Total COMMUTER PARKING LOT:					111.08	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	09012023	0	HEALTH INSURANCE; SEPT 2023	4,387.28 ✓	4,387.28	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	08012023	0	DENTAL, VISION AND LIFE PREMIUMS 8/2023	465.17 ✓	465.17	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	09012023	0	DENTAL, VISION AND LIFE PREMIUMS 9/2023	5,690.58 ✓	5,690.58	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	09012023	0	DENTAL, VISION AND LIFE PREMIUMS 9/2023	465.17 ✓	465.17	08/25/2023
11466	THE HORTON GROUP, INC	107035	0	WELLNESS VIRGIN PULSE Q3 PARTICIPATION	50.67 ✓	.00	
Total 10.518.00.250 EMPLOYEE BENEFITS:					11,058.87	11,008.20	
10.518.00.309 GAS & DIESEL FUEL							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	DIESEL EXHAUST FLUID	193.10 ✓	.00	
Total 10.518.00.309 GAS & DIESEL FUEL:					193.10	.00	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PW 94 EXHAUST CLAMPS	62.64 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PW 66 WATER PUMP	99.44 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	STOCK FILTERS	26.24 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PW 30 THERMOSTATS AND GASKET	50.69 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PW 72 STARTER CORE CREDIT	18.00- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PARKS 236 HUB BEARING CAP	22.31 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	STOCK FILTERS	122.04 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CD 39 SHIFTER BUSHING	19.13 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CD 39 SHIFTER CABLE	85.22 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PW 72 STARTER RETURN DEFECTIVE PART	188.59- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PW 23 TIRE REPAIR \$42, FIRE M81 FRONT TIRES	790.28 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	POLICE 144 FRONT BRAKE PADS, ROTORS,CALI	343.84 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PW 30 COOLANT TEMPERATURE SENSOR	57.13 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PW 49 BATTERY	44.21 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	POLICE 144 BRAKE CALIPER CORE CREDIT	120.00- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PW #30 TEMPERATURE SENSOR	86.26 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	STOCK AIR DRYER PARTS	301.57 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	STOCK OIL FILTERS FOR PD HONDA RIDGELINE	10.48 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PD 190 REPLACEMENT WINDSHIELD	395.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PD 196 A/C REPAIR COMPRESSOR REPLACED	1,279.89 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CD 39 RETURNED BRAKE PARTS	180.27- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PW 43 KEY WAYS FOR DRIVE MOTOR	5.85 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PW 94 BATTERIES, PD 189 BATTERY	422.85 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PD 196 COOLANT BOTTLE	32.16 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PD 155 IGNITION SWITCHES INCORRECT ONES	45.08 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PD 155 IGNITION SWITH	17.21 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10486	BMO HARRIS MASTERCARD	0703736-2306	0	POLICE 150 DETAIL DODGE CHARGER	500.00 ✓	.00	
13651	BRAD MANNING FORD INC	222477	0	FIRE M-80 WATER PUMP AND HOSES	1,058.42 ✓	.00	
13651	BRAD MANNING FORD INC	222478	0	PW 76 BELT TENSIONER	141.27 ✓	.00	
13651	BRAD MANNING FORD INC	222560	0	FIRE M-82 BELT TENSIONER PULLEYS	258.21 ✓	.00	
13651	BRAD MANNING FORD INC	222562	0	FIRE M-81 FUEL FILTER	92.90 ✓	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					5,863.46	.00	
10.518.00.322 HAND TOOLS							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SHOP TOOLS 1/4 TAP REPLACEMENT	6.04 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SHOP TOOLS, STEP BIT, BENCH GRINDER WHEE	84.85 ✓	.00	
Total 10.518.00.322 HAND TOOLS:					90.89	.00	
10.518.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PHONE CASE	15.44 ✓	.00	
Total 10.518.00.399 OTHER SUPPLIES:					15.44	.00	
Total GARAGE:					17,221.76	11,008.20	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.519.00.303 DUES & PUBLICATIONS							
1219	ROTARY CLUB OF VILLA PARK	601	0	ROTARY DUES FEB TO JUNE 2023	465.00	.00	
Total 10.519.00.303 DUES & PUBLICATIONS:					465.00	.00	
Total ENGINEERING:					465.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.202 TRAINING & CONFERENCES							
13240	911 TECH, INC	1488	0	FIELD TRAINING PROGRAM-ANNUAL SOFTWARE	2,280.00 ✓	.00	
9727	ADDISON FIRE PROTECTION DIST#1	61 CPR	0	BLS INSTRUCTOR COURSE- OFC JARZEMBOWS	250.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	FUEL FOR VEHICLE TO RETURN FROM SPRINGFI	10.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	HOTEL FOR OFC ROL VEL RUL/K9 LUKE-ANNUAL	367.20 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	FUEL TO TRAVEL TO BOLA WRAP TRNG	55.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	FUEL TO RETURN FROM BOLA WRAP TRNG	20.30 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	D KUBISH OTEL STAY-ALTON,IL-FOR BOLA WRAP	116.64 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SGT SVARA HOTEL STAY-ALTON,IL-FOR BOLA WR	105.84 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	INSTRUCTOR/ARMORER CERTIFICATION-SGT SV	1,098.00 ✓	.00	
9076	ILLINOIS TACTICAL OFFICERS	05174	0	ITOA ANNUAL TRNG CONF-SVARA,BANASZEWSK	1,480.00 ✓	.00	
763	NORTH EAST MULTI-REGIONAL	330541	0	VEHICLE RESCUE/HIGH RISK STOP/TAKEDOWN&	100.00 ✓	.00	
763	NORTH EAST MULTI-REGIONAL	331213	0	CRIME SCENE TO LAB-TRNG FOR EVID TECH K.	105.00 ✓	.00	
763	NORTH EAST MULTI-REGIONAL	332370	0	TRNG-CLOSE QUARTER HANDGUN SKILLS-OFCS	600.00 ✓	.00	
12072	PACENTI, DORIS	082523	0	COFFEE AND SUPPLIES FOR COUNTY-WIDE NIB	31.86 ✓	.00	
Total 10.520.01.202 TRAINING & CONFERENCES:					6,620.82	.00	
10.520.01.210 TELEPHONE							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PD INTERNET&CABLE SVC JUNE 2023	42.16 ✓	.00	
713	MOTOROLA SOLUTIONS INC	7372420230403	0	STARCOM WAVE RADIO APP 8.1.23 TO 7.31.24	720.00 ✓	.00	
6298	VERIZON WIRELESS	9938593052	0	POLE CAMS, EMPL&SQUAD CELL SVC 6.2-7.1.23	887.94 ✓	.00	
6298	VERIZON WIRELESS	9940029055	0	EMPL & SQUAD CELL SVC 06.20-07.19.23	798.27 ✓	.00	
Total 10.520.01.210 TELEPHONE:					2,448.37	.00	
10.520.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	09012023	0	HEALTH INSURANCE; SEPT 2023	79,814.10 ✓	79,814.10	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	08012023	0	DENTAL, VISION AND LIFE PREMIUMS 8/2023	5,690.58 ✓	5,690.58	08/25/2023
11466	THE HORTON GROUP, INC	107035	0	WELLNESS VIRGIN PULSE Q3 PARTICIPATION	776.94 ✓	.00	
Total 10.520.01.250 EMPLOYEE BENEFITS:					86,281.62	85,504.68	
10.520.01.261 INSURANCE CLAIM LOSSES							
4820	IRMA	05012023	0	MAY 2023 DEDUCTIBLE	906.97 ✓	.00	
Total 10.520.01.261 INSURANCE CLAIM LOSSES:					906.97	.00	
10.520.01.299 OTHER CONTRACTUAL SERVICES							
4567	BALDWIN-KRISTYN-SHERMAN (BKS PAR	159048	0	P/T OFFICERS ACCIDENT INSURANCE POLICY R	925.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	BOTTLED WATER,PAPER PLATES,NAPKINS, PLAS	33.59 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10486	BMO HARRIS MASTERCARD	0703736-2306	0	BINDERS,DIVIDERS,BADGE HOLDER,STAPLE RE	71.69 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PARCHMENT CERTIFICATE/AWARD PAPER	17.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PENCILS FOR RECORDS & SOCIAL WORKER	12.29 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	COMPACT LABEL MAKER FOR BODY CAMS	18.58 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	LABEL REFILLS FOR COMPACT LABEL MAKER	13.97 ✓	.00	
11590	C.O.P.S AND F.I.R.E PERSONNEL	108363	0	PRE EMPL PSYCHOLOGICAL EXAM--PT POLICE C	450.00 ✓	.00	
10577	SHAUGHNESSY, KEVIN W	0726	0	BACKGROUND CHECK FOR POLICE CANDIDATE	240.00 ✓	.00	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:					1,783.10	.00	
10.520.01.301 UNIFORMS							
7356	JG UNIFORMS INC	117425	0	OFC FRANCO UNIFORM JACKET	132.45 ✓	.00	
7356	JG UNIFORMS INC	118147	0	OFC FRANCO UNIFORM JACKET--REMAINING ITE	251.95 ✓	.00	
Total 10.520.01.301 UNIFORMS:					384.40	.00	
10.520.01.303 DUES & PUBLICATIONS							
6985	ILEAS	DUES12508	0	ANNUAL MEMBERSHIP DUES 7.1.23-7.1.24	120.00 ✓	.00	
Total 10.520.01.303 DUES & PUBLICATIONS:					120.00	.00	
10.520.01.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SHARPIE MARKERS FOR RECORDS DEPT	12.59 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PRIORITY MAIL-USCIS I918-IMMIGRATION CERTI	9.65 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	ADDRESS LABELS FOR PD OFFICE	26.38 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PRIORITY MAIL OF TRAINING PAPERWORK TO S	9.65 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PAPER CLIPS FOR PD	16.70 ✓	.00	
Total 10.520.01.317 OFFICE SUPPLIES:					74.97	.00	
10.520.01.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MCDONALDS CARD RELOAD FOR PRISONER ME	10.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MCDONALDS CARD RELOAD FOR PRISONER ME	10.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MCDONALDS CARD RELOAD FOR PRISONER ME	10.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	BLUE PARCHMENT CERTIFICATE/AWARD PAPER	17.98 ✓	.00	
Total 10.520.01.399 OTHER SUPPLIES:					47.98	.00	
10.520.01.401 CAPITAL OUTLAY							
1075	VILLA PARK OFFICE EQUIPMENT	77902	0	DESK/STORAGE UNIT/DRAWERS FOR TAC OFC P	1,020.00 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 10.520.01.401 CAPITAL OUTLAY:					1,020.00	.00	
10.520.07.230 PRINTING SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	COUNTERFEIT BILL DETECTOR MARKER PENS	23.37	.00	
Total 10.520.07.230 PRINTING SERVICES:					23.37	.00	
10.520.07.299 OTHER CONTRACTUAL SERVICES							
5828	DUPAGE COUNTY	JV 83	0	DU COMM CAD / RMS POLICE SYSTEM COST	47,242.06	.00	
Total 10.520.07.299 OTHER CONTRACTUAL SERVICES:					47,242.06	.00	
10.520.08.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	DETECTV-BKGRND CK SVCS-APR 2023	170.40	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	DETECTV-BKGRND CK SVCS-MAY 2023	129.60	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CREDIT CK FOR INVESTIGATIONS-MAY-JUNE 202	60.90	.00	
1878	DUPAGE COUNTY CHILDREN'S	VP024	0	ANNUAL MUNICIPAL CONTRIBUTION-7.1.23-6.30.2	4,000.00	.00	
13003	ILLINOIS PHLEBOTOMY SERVICES	1798	0	PHLEBOTOMY SVC FOR VPPC2300947	125.00	.00	
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:					4,485.90	.00	
10.520.08.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	4 PACKS OF DVD-R DISCS FOR DETS-INVESTIGA	115.16	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	HEAVY DUTY BINDERS FOR PRESERVATION OF	148.38	.00	
Total 10.520.08.399 OTHER SUPPLIES:					263.54	.00	
10.520.09.291 ANIMAL HOSPITAL EXPENSE							
5650	DUPAGE COUNTY ANIMAL SERVICES	20887	0	STRAY ANIMAL SVCS - JUN 2023	180.00	.00	
Total 10.520.09.291 ANIMAL HOSPITAL EXPENSE:					180.00	.00	
10.520.09.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	NOTARY APPLICATION-D.PACENTI	66.95	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	EXPEDITED NOTARY APPLICATION-DC KUBISH	91.95	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PRIORITY MAIL OF NOTARY APPLICATIONS-KUBI	9.65	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CASES OF WATER FOR CHIEF CONFERENCE RO	14.38	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	9 VOLT BATTERIES	25.97	.00	
8576	ILLINOIS SECRETARY OF STATE	08232023	0	TITLE & MP PLATES FOR MARKED SQUAD #197	173.00	173.00	08/30/2023
8328	PORTER LEE CORPORATION	28917	0	ANNUAL SOFTWARE SUPPORT- BEAST EVIDENC	1,013.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
12718	VIGILANT SOLUTIONS LLC	52394 RI	0	ESA PARKING RENEWALS-MAINT & WARRANTY	4,050.00 ✓	.00	
12431	WASHU LLC	230-1	0	45 CAR WASHES-JUNE 2023	135.00 ✓	.00	
12431	WASHU LLC	244	0	37 CAR WASHES-JULY 2023	111.00 ✓	.00	
13824	ZIPS CAR WASH LLC	PS-INV103070	0	19 CAR WASHES JAN 2023	57.00 ✓	.00	
13824	ZIPS CAR WASH LLC	PS-INV103150	0	19 CAR WASHES FEB 2023	57.00 ✓	.00	
13824	ZIPS CAR WASH LLC	PS-INV103274	0	20 CAR WASHES MARCH 2023	60.00 ✓	.00	
13824	ZIPS CAR WASH LLC	PS-INV103371	0	20 CAR WASHES APRIL 2023	60.00 ✓	.00	
13824	ZIPS CAR WASH LLC	PS-INV103478	0	30 CAR WASHES MAY 2023	90.00 ✓	.00	
13824	ZIPS CAR WASH LLC	PS-INV103586	0	20 CAR WASHES JUNE 2023	90.00 ✓	.00	
13824	ZIPS CAR WASH LLC	PS-INV103615	0	20 CAR WASHES JULY 2023	60.00 ✓	.00	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					6,164.90	173.00	
10.520.09.301 UNIFORMS							
12572	ARTISTIC ENGRAVING	21569	0	RECORDS BADGE #480 FOR LAURIE CONFORTI	103.37 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	STERILITE ORGANIZATION CONTAINERS FOR BA	26.09 ✓	.00	
7356	JG UNIFORMS INC	118974	0	BULLETPROOF VEST & COVER -OFC FRANCO	1,090.00 ✓	.00	
7356	JG UNIFORMS INC	118331	0	BULLETPROOF VEST & COVER-SGT CIHAK	1,080.00 ✓	.00	
7356	JG UNIFORMS INC	118422	0	BULLETPROOF VEST & COVER -OFC GONZALEZ	1,110.00 ✓	.00	
782	O'HERRON CO INC, RAY	2250940	0	EMBROIDERY ON POLO SHIRTS FOR EVIDENCE	30.00 ✓	.00	
782	O'HERRON CO INC, RAY	2259245	0	FEE FOR DIGITIZING OF STAR BADGE LOGO	60.00 ✓	.00	
782	O'HERRON CO INC, RAY	2287902	0	EMBROIDER NAME & 1993-2023 ON VILLAGE FLA	22.00 ✓	.00	
11870	P.F. PETTIBONE & CO.	184346	0	BADGE FOR CSO KUCERA	136.40 ✓	.00	
Total 10.520.09.301 UNIFORMS:					3,657.86	.00	
10.520.09.333 RANGE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PORTABLE EYE WASH STATION	33.67 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	EYEWASH SALINE SOLUTION FOR EYEWASH ST	34.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SPECIAL OPS BUILDING BREACHER	178.28 ✓	.00	
Total 10.520.09.333 RANGE SUPPLIES:					246.94	.00	
10.520.09.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	WATER & ICE FOR BIKE REGISTRATION EVENT	9.48 ✓	.00	
Total 10.520.09.399 OTHER SUPPLIES:					9.48	.00	
10.520.09.401 CAPITAL OUTLAY							
13822	ADVANCED WEIGHING SYSTEMS	33807	0	4 AXLE SCALES--TO START BACK UP W/TRUCK E	16,060.34 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 10.520.09.401 CAPITAL OUTLAY:					16,060.34	.00	
Total POLICE:					178,022.62	85,677.68	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.210 TELEPHONE							
5665	STAPLETON, STEVEN	JUL23	0	PERS DEVICE PHONE REIMB	24.99 ✓	.00	
5665	STAPLETON, STEVEN	JUL23	0	PERS DEVICE USAGE REIMB	24.99 ✓	.00	
5665	STAPLETON, STEVEN	JUN23	0	PERS DEVICE PHONE REIMB	24.99 ✓	.00	
5665	STAPLETON, STEVEN	JUN23	0	PERS DEVICE USAGE REIMB	24.99 ✓	.00	
Total 10.521.01.210 TELEPHONE:					99.96	.00	
10.521.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	09012023	0	HEALTH INSURANCE; SEPT 2023	6,209.88 ✓	6,209.88	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	08012023	0	DENTAL, VISION AND LIFE PREMIUMS 8/2023	325.43 ✓	325.43	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	09012023	0	DENTAL, VISION AND LIFE PREMIUMS 9/2023	325.43 ✓	325.43	08/25/2023
11466	THE HORTON GROUP, INC	107035	0	WELLNESS VIRGIN PULSE Q3 PARTICIPATION	50.67 ✓	.00	
Total 10.521.01.250 EMPLOYEE BENEFITS:					6,911.41	6,860.74	
10.521.01.270 MAINT OF OFFICE EQUIPMENT							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SUPPLIES FOR STATUS BOARDS	29.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	TV FOR STATUS BOARDS	219.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	TV FOR STATUS BOARDS	219.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SUPPLIES FOR STATUS BOARDS	119.98 ✓	.00	
Total 10.521.01.270 MAINT OF OFFICE EQUIPMENT:					589.94	.00	
10.521.01.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MONTHLY DATA SERVICES 7 IPADS, 11 MDT	467.05 ✓	.00	
7358	EMERGENCY TELEPHONE SYSTEM	23-HxGN 042	0	CAD/NETVIEWER ANN. MAINTENANCE	906.00 ✓	.00	
6161	MITSUKA, BRANDON	08 REIMB	0	MOVING EXP. REIMBURSEMENT	2,000.00 ✓	.00	
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:					3,373.05	.00	
10.521.01.314 JANITORIAL SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	3-1 UNIVERSAL SANI-BRACKET, SANI-CLOTH	48.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	REFUND- 3-1 UNIVERSAL SANI-BRACKET, SANI-C	48.99- ✓	.00	
6334	STATE INDUSTRIAL PRODUCTS	903008725	0	ST82 DRAIN MAINT. PROG.	154.97 ✓	.00	
Total 10.521.01.314 JANITORIAL SUPPLIES:					154.97	.00	
10.521.01.315 BUILDING MAINT SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	REFUND- BATTERY RETURNED	53.95- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	OFFICE PAINT	37.10 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10486	BMO HARRIS MASTERCARD	0703736-2306	0	OFFICE PAINT	21.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	BUILDING REPLACEMENT & SUPPLIES	91.25 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CORDMATE, WALL PLATE REPAIR	71.38 ✓	.00	
10500	VILLA PARK ACE HARDWARE	21485/2	0	HAMMER DRILL BITS	20.36 ✓	.00	
Total 10.521.01.315 BUILDING MAINT SUPPLIES:					188.12	.00	
10.521.01.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PTOUCH REPLACEMENT, KEY TAGS	103.45 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CAMBRIDGE NOTEPADS	29.07 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	BANKERS BOXES, OFFICE SUPPLIES	212.30 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	VELOCITY RETRACTABLE PENS, BLUE	13.89 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	LEGAL WRITING PADS	23.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	UPDATED LETTERHEAD AND ENVELOPES	500.88 ✓	.00	
Total 10.521.01.317 OFFICE SUPPLIES:					882.59	.00	
10.521.01.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CAKE, STAFF ACKNOWLEDGEMENT	15.08 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	TENERELLI RETIREMENT PLAQUE	205.00 ✓	.00	
Total 10.521.01.399 OTHER SUPPLIES:					220.08	.00	
10.521.22.299 OTHER CONTRACTUAL SERVICES							
30	AIR ONE EQUIPMENT INC	197172	0	NOZZLE AND HOSE REPAIRS	30.00 ✓	.00	
Total 10.521.22.299 OTHER CONTRACTUAL SERVICES:					30.00	.00	
10.521.22.301 UNIFORMS							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PASSPORT TAGS, GUTZMER AND KASPERSKI	24.20 ✓	.00	
Total 10.521.22.301 UNIFORMS:					24.20	.00	
10.521.22.303 DUES & PUBLICATIONS							
10500	VILLA PARK ACE HARDWARE	21799	0	BRACELET BUCKLE 8PK	9.11 ✓	.00	
Total 10.521.22.303 DUES & PUBLICATIONS:					9.11	.00	
10.521.22.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	ELECTRICAL CORDLESS SUPPLIES	258.47 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MAINTENANCE CORDLESS SUPPLIES	42.08 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10486	BMO HARRIS MASTERCARD	0703736-2306	0	ELECTRICAL CORDLESS SUPPLIES	12.57 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CT SWIVEL, ANCHOR	170.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	REBAR SUPPLIES	34.67 ✓	.00	
1589	DARLEY & CO, WS	17505290	0	GASKET,4' STORZ PRESSURE	83.80 ✓	.00	
Total 10.521.22.399 OTHER SUPPLIES:					601.59	.00	
Total FIRE:					13,085.02	6,860.74	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	09012023	0	HEALTH INSURANCE; SEPT 2023	33,413.04 ✓	33,413.04	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	08012023	0	DENTAL, VISION AND LIFE PREMIUMS 8/2023	2,260.40 ✓	2,260.40	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	09012023	0	DENTAL, VISION AND LIFE PREMIUMS 9/2023	2,260.40 ✓	2,260.40	08/25/2023
11466	THE HORTON GROUP, INC	107035	0	WELLNESS VIRGIN PULSE Q3 PARTICIPATION	405.36 ✓	.00	
Total 10.523.02.250 EMPLOYEE BENEFITS:					38,339.20	37,933.84	
10.523.02.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	INSIGNIA 42 INCH CLASS F20 SMART FULL HD FI	419.97 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	3/8-16 NYLON PLAIN FINISH ACORN NUTS	11.87 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	WALL MOUNT AND KEYBOARDS FOR STATUS BO	583.25 ✓	.00	
Total 10.523.02.299 OTHER CONTRACTUAL SERVICES:					1,015.09	.00	
10.523.02.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	BAYER ASPIRIN, MEDIC 81	22.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	LAERDAL SUCTION BATTERY	118.53 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	HCS EMESIS BAGS BULK CASE, VOMIT BAGS	58.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	FASTENER,OXYGEN REGULATOR,TAMPER SEAL	201.91 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	BETTER BUILT KEYS	29.14 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CATHETER TRAYS, STETHOSCOPES, SHARP CO	619.61 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	STETHOSCOPE PARTS, PRACTICE KIT, INFLATIO	363.02 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	VINYL SEALANT REPAIR KIT	8.29 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	GHS CHEMICAL LABELS, WATEPROOF	52.20 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	DURASHOCK CLASSIC HAND ANEROID	500.97 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	FLEXIPOINT BLOOD PRESSURE CUFF	130.24 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	TRIAGE TAGS	1,815.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	GATORADES, BARS FOR MEDICS 81,82	60.44 ✓	.00	
8745	STRYKER SALES CORPORATION	9204445001	0	ELECTASY- INFANT AED PADS	400.44 ✓	.00	
1008	TERRACE SUPPLY COMPANY	0071019087	0	(1) THERAPY OXYGEN CYL FOR STA 81	47.56 ✓	.00	
Total 10.523.02.399 OTHER SUPPLIES:					4,429.32	.00	
Total AMBULANCE/PARAMEDIC:					43,783.61	37,933.84	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	09012023	0	HEALTH INSURANCE; SEPT 2023	20,758.30 ✓	20,758.30	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	08012023	0	DENTAL, VISION AND LIFE PREMIUMS 8/2023	1,018.67 ✓	1,018.67	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	09012023	0	DENTAL, VISION AND LIFE PREMIUMS 9/2023	1,018.67 ✓	1,018.67	08/25/2023
11466	THE HORTON GROUP, INC	107035	0	WELLNESS VIRGIN PULSE Q3 PARTICIPATION	168.90 ✓	.00	
Total 10.525.01.250 EMPLOYEE BENEFITS:					22,964.54	22,795.64	
10.525.01.261 INSURANCE CLAIM LOSSES							
4820	IRMA	05012023	0	MAY 2023 DEDUCTIBLE	97.39 ✓	.00	
Total 10.525.01.261 INSURANCE CLAIM LOSSES:					97.39	.00	
10.525.25.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0179073093 7/2023	0	889 W NO STREETLIGHTS; 7/6-8/4/23	46.22 ✓	.00	
237	COMMONWEALTH EDISON CO	0969040060 7/2023	0	TRAFFIC SIGNALS; 7/7-8/7/23	422.85 ✓	.00	
237	COMMONWEALTH EDISON CO	3779053023 7/2023	0	STREETLIGHTS 2; 7/5-8/3/23	36.77 ✓	.00	
237	COMMONWEALTH EDISON CO	5763147089 7/2023	0	STREETLIGHTS 1; 6/29-7/31/23	94.63 ✓	.00	
Total 10.525.25.219 UTILITY - ELECTRIC:					600.47	.00	
10.525.25.299 OTHER CONTRACTUAL SERVICES							
5356	H & H ELECTRIC COMPANY	41911	0	JULY TRAFFIC SIGNAL MAINTENANCE	624.00 ✓	.00	
Total 10.525.25.299 OTHER CONTRACTUAL SERVICES:					624.00	.00	
10.525.25.322 HAND TOOLS							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	HAMMER DRILL SET	25.99 ✓	.00	
Total 10.525.25.322 HAND TOOLS:					25.99	.00	
10.525.25.393 STREET LIGHTING MATERIALS							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	#8 STRANDED	336.69 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PVC ELBOWS	24.80 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MULTI CRIMP TOOL	38.48 ✓	.00	
Total 10.525.25.393 STREET LIGHTING MATERIALS:					399.97	.00	
10.525.27.342 ASPHALT MIX							
326	DUPAGE MATERIALS COMPANY LLC.	21625/21698-REIS	0	HIGH PERFORMANCE COLD	320.00 ✓	320.00	08/24/2023
326	DUPAGE MATERIALS COMPANY LLC.	21625/21698-REIS	0	HMA SC N50 D 9.5	180.60 ✓	180.60	08/24/2023

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
326	DUPAGE MATERIALS COMPANY LLC.	21810	0	FRAP 3/8 PLUS	659.96 ✓	659.96	08/24/2023
326	DUPAGE MATERIALS COMPANY LLC.	22909	0	HMA SC N50 D 9.5	192.86 ✓	192.86	08/24/2023
Total 10.525.27.342 ASPHALT MIX:					1,353.42	1,353.42	
10.525.28.285 DISPOSAL EXPENSE							
13817	MIDWEST COMPOST LLC	2047093	0	DISPOSAL OF WOOD CHIPS-STUMP GRINDINGS	294.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047095	0	DISPOSAL OF WOOD CHIPS-STUMP GRINDINGS	526.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047096	0	DISPOSAL OF WOOD CHIPS-STUMP GRINDINGS	439.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047098	0	DISPOSAL OF WOOD CHIPS-STUMP GRINDINGS	294.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047099	0	DISPOSAL OF WOOD CHIPS-STUMP GRINDINGS	352.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047100	0	DISPOSAL OF WOOD CHIPS-STUMP GRINDINGS	439.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047101	0	DISPOSAL OF WOOD CHIPS-STUMP GRINDINGS	439.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047183	0	DISPOSAL OF WOODCHIPS AND STUMP GRINDIN	62.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047188	0	DISPOSAL OF WOODCHIPS AND STUMP GRINDIN	352.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047190	0	DISPOSAL OF WOODCHIPS AND STUMP GRINDIN	352.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047191	0	DISPOSAL OF WOODCHIPS AND STUMP GRINDIN	352.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047201	0	DISPOSAL OF WOODCHIPS AND STUMP GRINDIN	150.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047202	0	DISPOSAL OF WOODCHIPS AND STUMP GRINDIN	352.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047208	0	DISPOSAL OF WOODCHIPS AND STUMP GRINDIN	352.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047209	0	DISPOSAL OF WOODCHIPS AND STUMP GRINDIN	352.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047211	0	DISPOSAL OF WOODCHIPS AND STUMP GRINDIN	352.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047212	0	DISPOSAL OF WOODCHIPS AND STUMP GRINDIN	352.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047215	0	DISPOSAL OF WOODCHIPS AND STUMP GRINDIN	352.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047217	0	DISPOSAL OF WOODCHIPS AND STUMP GRINDIN	352.00 ✓	.00	
13817	MIDWEST COMPOST LLC	2047218	0	DISPOSAL OF WOODCHIPS AND STUMP GRINDIN	352.00 ✓	.00	
Total 10.525.28.285 DISPOSAL EXPENSE:					6,867.00	.00	
Total STREET:					32,932.78	24,149.06	
Total CORPORATE FUND:					413,289.51	240,304.55	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
19.520.01.212 LEGAL SERVICES - POLICE DUI							
434	SMITH & FULLER	6117	0	LEGAL SVCS-JUNE DUI PROSECUTIONS	3,177.45 ✓	.00	
434	SMITH & FULLER	6194	0	LEGAL SVCS-JULY DUI PROSECUTIONS	2,525.40 ✓	.00	
Total 19.520.01.212 LEGAL SERVICES - POLICE DUI:					5,702.85	.00	
Total POLICE:					5,702.85	.00	
Total DUI TECHNOLOGY FUND:					5,702.85	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
28.502.01.299 OTHER CONTRACTUAL SERVICES							
6433	DUPAGE COUNTY COLLECTOR	2022 2ND	0	2022 PROPERTY TAX 100 S VILLA AVE	7,346.99 ✓	7,346.99	08/31/2023
6433	DUPAGE COUNTY COLLECTOR	2022 2ND	0	2022 PROPERTY TAX 110 S VILLA AVE	1,316.31 ✓	1,316.31	08/31/2023
6433	DUPAGE COUNTY COLLECTOR	2022 2ND	0	2022 PROPERTY TAX 110 S VILLA AVE	3,786.82 ✓	3,786.82	08/31/2023
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:					12,450.12	12,450.12	
Total GENERAL:					12,450.12	12,450.12	
Total TIF 4 FUND - ST. CHARLES RD:					12,450.12	12,450.12	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.210 TELEPHONE							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CABLE BOX RENTAL ICC	8.46 ✓	.00	
13810	GRANITE TELECOMMUNICATIONS LLC	612148351 8/23	0	PHONE SERVICE; 8/1-8/31/23	386.12 ✓	.00	
Total 35.502.01.210 TELEPHONE:					394.58	.00	
35.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	09012023	0	HEALTH INSURANCE; SEPT 2023	14,877.16 ✓	14,877.16	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	08012023	0	DENTAL, VISION AND LIFE PREMIUMS 8/2023	991.87 ✓	991.87	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	09012023	0	DENTAL, VISION AND LIFE PREMIUMS 9/2023	991.87 ✓	991.87	08/25/2023
11466	THE HORTON GROUP, INC	107035	0	WELLNESS VIRGIN PULSE Q3 PARTICIPATION	185.79 ✓	.00	
Total 35.502.01.250 EMPLOYEE BENEFITS:					17,046.69	16,860.90	
35.502.01.261 INSURANCE CLAIM LOSSES							
4820	IRMA	05012023	0	MAY 2023 DEDUCTIBLE	16.70 ✓	.00	
Total 35.502.01.261 INSURANCE CLAIM LOSSES:					16.70	.00	
35.502.01.270 MAINT OF OFFICE EQUIPMENT							
13820	COMMEG SYSTEMS INC	23081602	0	TIME CLOCK - ICC	2,420.00 ✓	.00	
Total 35.502.01.270 MAINT OF OFFICE EQUIPMENT:					2,420.00	.00	
35.502.01.295 SUMMER FESTIVAL							
10486	BMO HARRIS MASTERCARD	0703736-2306	10024	SUMMER FESTIVAL MARKING PAINT	59.94 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	10024	SUMMER FESTIVAL WATER/POP	33.93 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	10024	MARKING CHALK SUMMER FESTIVAL	75.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	10024	SUMMER FESTIVAL SUPPLIES	41.16 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	10024	LIGHTS FOR SUMMER FESTIVAL	121.90 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	10024	CARDSTOCK FOR POSTERS FOR SUMMER FEST	28.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	10024	TABLES, CHAIRS, TENTS FOR SUMMER FESTIVA	5,713.48 ✓	.00	
Total 35.502.01.295 SUMMER FESTIVAL:					6,074.39	.00	
35.502.01.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	COMPUTER HEADPHONES FOR C ELGENESS FO	49.80 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	LOGITECH WEB CAMS FOR C ELGENESS & A JU	139.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	ROBERT'S RULES OF ORDER REVISED EDITION	30.13 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CASH BOX AND BANK DEPOSIT BAGS FOR MON	111.30 ✓	.00	
1818	GARVEY'S OFFICE PRODUCTS	PINV2460175	0	OFFICE SUPPLIES	85.41 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
1818	GARVEY'S OFFICE PRODUCTS	PINV2462408	0	ICC OFFICE SUPPLIES	38.17 ✓	.00	
Total 35.502.01.317 OFFICE SUPPLIES:					454.79	.00	
35.502.16.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	8668740009 7/2023	0	TENNIS CRTS; 7/3-8/2/23	64.84 ✓	.00	
Total 35.502.16.219 UTILITY - ELECTRIC:					64.84	.00	
35.502.16.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	REC PESTICIDE SERVICES	275.00 ✓	.00	
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:					275.00	.00	
35.502.16.314 JANITORIAL SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	ICC JANITORIAL SUPPLIES	169.55 ✓	.00	
Total 35.502.16.314 JANITORIAL SUPPLIES:					169.55	.00	
35.502.16.315 BUILDING MAINT SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	FLEX TAPE	16.99 ✓	.00	
Total 35.502.16.315 BUILDING MAINT SUPPLIES:					16.99	.00	
35.502.35.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SPONSOR THANK YOU BANNER FOR THURSDAY	75.00 ✓	.00	
6431	OAK BROOK PARK DISTRICT	81823	0	CO-OP TRIP 08.18.23	2,436.00 ✓	.00	
Total 35.502.35.299 OTHER CONTRACTUAL SERVICES:					2,511.00	.00	
35.502.35.311 PROGRAM SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	GROCERIES-SENIOR LUNCH	5.49 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	LET'S DO LUNCH CARRYOUT 5/25	213.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	GROCERIES-SENIOR LUNCH	8.33 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	LET'S DO LUNCH CARRYOUT 6/1	208.81 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	GROCERIES-SENIORS/CAMP	114.15 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	GROCERIES-JUNE BIRTHDAY LUNCH	173.90 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	BINGO PRIZES	121.75 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	BINGO PRIZES	14.50 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	GROCERIES-SENIOR MEALS	22.96 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	WATER-SUMMER CONCERTS	16.96 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10486	BMO HARRIS MASTERCARD	0703736-2306	0	LET'S DO LUNCH CARRYOUT 6/14	138.50 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	LUNCH-SENIOR BUS TRIP	145.44 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	TICKETS-SENIOR BUS TRIP	115.50 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	GROCERIES-NATIONAL ICE CREAM CAKE DAY	23.54 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	BINGO PRIZES	74.75 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	LET'S DO LUNCH CARRYOUT 6/22	173.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	COUNTY PERMIT FOR KIWANIS CONCERTS	51.13 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	TENNIS BALLS FOR INSTRUCTIONAL TENNIS	101.43 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PICKLEBALL PADDLES & BALLS; COURT MARKE	241.27 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	GAMMA SPORTS KIDS TRAIING TENNIS BALLS	85.97 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PORTABLE HAND BALL PUMPS	14.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	ONLINE FITNESS PLATFORM	15.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SUMMER CAMP SUPPLIES	281.08 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SUMMER CAMP SUPPLIES	136.32 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MINI CAMP SUPPLIES	67.34 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SUMMER CAMP SUPPLIES	251.90 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MINI CAMP SUPPLIES	64.60 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MINI CAMP SUPPLIES	56.25 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SUMMER CAMP WEEK 1 FIELD TRIP	257.75 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	ADVENTURE CAMP SUPPLIES	39.50 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MINI CAMP SUPPLIES	58.74 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	AFTERN OON FUN SUPPLIES	80.26 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MINI CAMP SUPPLIES	101.68 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SUMMER CAMP WEEK 2 FIELD TRIP	345.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	ADVENTURE CAMP SUPPLIES	18.45 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MINI CAMP SUPPLIES	73.30 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MINI CAMP SUPPLIES	19.25 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	10029	CONCERT GLOW TOYS	47.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	ADVENTURE CAMP SUPPLIES	55.73 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MINI ADVENTURE CAMP SUPPLIES	156.85 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SUMMER CAMP WEEK 3 FIELD TRIP	24.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	AFTERNOON FUN SUPPLIES	50.77 ✓	.00	
Total 35.502.35.311 PROGRAM SUPPLIES:					4,268.10	.00	
35.502.36.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	EARLY CHILDHOOD CONTRACTUAL PROGRAM	238.00 ✓	.00	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					238.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.36.311 PROGRAM SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	REC PROGRAM IPASS REPLENISH	40.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SOCCER PARTICIPATION MEDALS	208.49 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	STERILE GLOVES FOR FIRST AID	302.89 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PLEXIGLASS SHEET PANELS FOR PAPER FORMS	30.27 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	TAX REFUND	23.73- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SPONGES FOR MINI CAMP CRAFT, VEGETABLES	47.91 ✓	.00	
Total 35.502.36.311 PROGRAM SUPPLIES:					605.83	.00	
Total GENERAL:					34,556.46	16,860.90	
Total RECREATION FUND:					34,556.46	16,860.90	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.210 TELEPHONE							
13810	GRANITE TELECOMMUNICATIONS LLC	612148351 8/23	0	PHONE SERVICE; 8/1-8/31/23	70.00 ✓	.00	
Total 36.502.01.210 TELEPHONE:					70.00	.00	
36.502.01.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0603100125 7/2023	0	TWIN LAKES; 7/25-8/23/23	44.36 ✓	.00	
237	COMMONWEALTH EDISON CO	9006795007 7/2023	0	ROTARY PARK; 7/5-8/3/23	34.21 ✓	.00	
Total 36.502.01.219 UTILITY - ELECTRIC:					78.57	.00	
36.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	09012023	0	HEALTH INSURANCE; SEPT 2023	16,282.56 ✓	16,282.56	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	08012023	0	DENTAL, VISION AND LIFE PREMIUMS 8/2023	1,411.14 ✓	1,411.14	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	09012023	0	DENTAL, VISION AND LIFE PREMIUMS 9/2023	1,411.14 ✓	1,411.14	08/25/2023
11466	THE HORTON GROUP, INC	107035	0	WELLNESS VIRGIN PULSE Q3 PARTICIPATION	135.12 ✓	.00	
Total 36.502.01.250 EMPLOYEE BENEFITS:					19,239.96	19,104.84	
36.502.01.270 MAINT OF OFFICE EQUIPMENT							
13820	COMMEG SYSTEMS INC	23081602	0	TIME CLOCK - FLEET/PARKS	4,840.00 ✓	.00	
Total 36.502.01.270 MAINT OF OFFICE EQUIPMENT:					4,840.00	.00	
36.502.01.301 UNIFORMS							
13826	WILKES, ERIC	AUG 2023	0	CY23 UNIFORM ALLOWANCE	450.00 ✓	450.00	08/30/2023
Total 36.502.01.301 UNIFORMS:					450.00	450.00	
36.502.01.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	BATTERIES, MEMORY CARD FOR TIME LAPSE CA	58.53 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	TIME LAPSE CAMERA	89.99 ✓	.00	
Total 36.502.01.317 OFFICE SUPPLIES:					148.52	.00	
36.502.02.299 OTHER CONTRACTUAL SERVICES							
13430	3D DESIGN STUDIO	4	0	LUFKIN PARK CONSTRUCTION DOCUMENTS	18,850.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PKS OFFICE WATER	87.08 ✓	.00	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:					18,937.08	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.02.304 GROUNDS SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CONCRETE FOR MEMORIAL BENCHES	234.88 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MULCH FOR JEFFERSON POOL	220.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	RED BUD TREE FOR FRANKLIN PARK	275.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MULCH FOR FRANKLIN PARK	60.48 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MULCH FOR JEFFERSON POOL	220.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MULCH FOR JEFFERSON POOL	220.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MULCH FOR JEFFERSON POOL	220.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	TOP SOIL	11.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MULCH FOR FRANKLIN PARK	41.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MULCH RUGAARD GAZEBO	55.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MULCH RUGAARD GAZEBO	165.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	TREE WATERING BAGS	39.99 ✓	.00	
Total 36.502.02.304 GROUNDS SUPPLIES:					1,763.33	.00	
36.502.02.315 BUILDING MAINT SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PAINT FOR RUGAARD GAZEBO	56.78 ✓	.00	
Total 36.502.02.315 BUILDING MAINT SUPPLIES:					56.78	.00	
36.502.02.320 ELECTRICAL SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PARTS FOR PRAIRIE PATH ELECTRIC REPAIR	370.57 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	LIGHT FOR PW NE SIDE	145.42 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	NEW BALL VALVES FOR METER SUMMER FESTIV	75.28 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SUMMER FESTIVAL EXTENSION CORDS	371.86 ✓	.00	
Total 36.502.02.320 ELECTRICAL SUPPLIES:					963.13	.00	
36.502.02.322 HAND TOOLS							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PICK CLAY FOR SHOP	37.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	RATCHETS	89.98 ✓	.00	
Total 36.502.02.322 HAND TOOLS:					127.97	.00	
36.502.02.325 GENERAL EQUIPMENT PARTS							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	LOPPERS AND PRUNERS	68.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	WRENCH, PLIERS, SHOP TOOLS	108.85 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PARKS TOOLS AND PARTS	92.95 ✓	.00	

\$1,160.48
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Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:					270.78	.00	
36.502.02.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SAND WEIGHTS FOR TABLES	222.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PULL PINS	94.43 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	ZIPTIES, VALVES, WRENCH	68.94 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	HARDWARE FOR LUFKIN SIGN	20.28 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	HARDWARE FOR CRB SIGNS	12.24 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MASTER LOCKS	165.20 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CLEANING SUPPLIES	10.97 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PROPANE CORTESI	26.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	FASTENERS FOR TWIN LAKES	72.54 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SCREEN PROTECTORS	11.59 ✓	.00	
Total 36.502.02.399 OTHER SUPPLIES:					705.18	.00	
Total GENERAL:					47,651.30	19,554.84	
Total PARKS FUND:					47,651.30	19,554.84	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.210 TELEPHONE							
13810	GRANITE TELECOMMUNICATIONS LLC	612148351 8/23	0	PHONE SERVICE; 8/1-8/31/23	65.48 ✓	.00	
Total 41.502.01.210 TELEPHONE:					65.48	.00	
41.502.01.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	7748424005 7/2023	0	JEFF POOL; 7/6-8/4/23	1,510.63 ✓	.00	
Total 41.502.01.219 UTILITY - ELECTRIC:					1,510.63	.00	
41.502.02.299 OTHER CONTRACTUAL SERVICES							
13820	COMMEG SYSTEMS INC	23081602	0	TIME CLOCK - POOL	2,420.00 ✓	.00	
Total 41.502.02.299 OTHER CONTRACTUAL SERVICES:					2,420.00	.00	
41.502.02.311 PROGRAM SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CPR MASKS W/BELT CLIP (10)	81.94 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	FILM FOR POOL - GUARD OF THE WEEK RECOG	46.74 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	POOL AMBASSADOR'S JACKET	65.28 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	WATER AND SOFT DRINKS FOR STAFF INSERVIC	59.91 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CLOCK AND BATTERIES FOR POOL	32.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	UNIFORM HATS AND JACKETS FOR LIFEGUARDS	247.10 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	UNIFORM HATS FOR POOL AMBASSADORS	80.94 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	WATER FITNESS EXERSIZE BELT	140.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	LIFEGUARD VISORS	71.84 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	KEYS FOR POOL GATE AND EQUIPMENT CLOSET	28.75 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	UMBRELLA FOR SLIDE	42.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	WATER SOFT DRINKS FOR PATRON APPRECIATI	44.92 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	STAR PIN INCENTIVES FOR AQUATIC TEAM MEM	69.43 ✓	.00	
Total 41.502.02.311 PROGRAM SUPPLIES:					1,012.82	.00	
41.502.02.402 NON-CAPITAL OUTLAY							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	UMBRELLAS FOR POOL	617.84 ✓	.00	
Total 41.502.02.402 NON-CAPITAL OUTLAY:					617.84	.00	
41.502.03.315 BUILDING MAINT SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	TOILET RINGS JEFFERSON POOL	83.00 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 41.502.03.315 BUILDING MAINT SUPPLIES:					83.00	.00	
41.502.03.325 GENERAL EQUIPMENT PARTS							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PLUG FOR POOL HEATER	2.59 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	KEYS FOR POOL	56.90 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	GLOVES FOR POOL CHEMICALS	8.59 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	DOUBLE CHARGE	56.90- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	REFUNDED DOUBLE CHARGE	56.90 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	TOOLS FOR POOL	15.73 ✓	.00	
Total 41.502.03.325 GENERAL EQUIPMENT PARTS:					83.81	.00	
Total GENERAL:					5,793.58	.00	
Total SWIMMING POOL FUND:					5,793.58	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	09012023	0	HEALTH INSURANCE; SEPT 2023	4,206.68 ✓	4,206.68	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	08012023	0	DENTAL, VISION AND LIFE PREMIUMS 8/2023	520.61 ✓	520.61	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	09012023	0	DENTAL, VISION AND LIFE PREMIUMS 9/2023	520.61 ✓	520.61	08/25/2023
11466	THE HORTON GROUP, INC	107035	0	WELLNESS VIRGIN PULSE Q3 PARTICIPATION	50.67 ✓	.00	
Total 60.502.02.250 EMPLOYEE BENEFITS:					5,298.57	5,247.90	
60.502.02.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SMARTSHEET MONTHLY SUBSCRIPTION - JUNE	19.00 ✓	.00	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:					19.00	.00	
60.502.03.299 OTHER CONTRACTUAL SERVICES							
13630	BENCHMARK CONSTRUCTION CO	MONTEREY PE 08	0	MONTEREY IMPROVEMENT PROJECT CONSTRU	369,177.52 ✓	.00	
Total 60.502.03.299 OTHER CONTRACTUAL SERVICES:					369,177.52	.00	
Total GENERAL:					374,495.09	5,247.90	
Total STREET IMPROVEMENT FUND:					374,495.09	5,247.90	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	NEW SQUAD 3192 CARGO UNIT	885.90 ✓	.00	
3056	LUND INDUSTRIES INC	103694	0	MOUNTING PLATES FOR NEW SQUADS	212.00 ✓	.00	
782	O'HERRON CO INC, RAY	2242126	0	LED LIGHTS FOR NEW DURANGO SQUAD	516.00 ✓	.00	
782	O'HERRON CO INC, RAY	2269489	0	LIGHTS,SIRENSSPEAKERS,BRACKETS CABLES F	501.12 ✓	.00	
782	O'HERRON CO INC, RAY	2290689	0	SPEAKERS,BRACKETS FOR 2 NEW DURANGOS-	205.56 ✓	.00	
Total 65.502.02.401 CAPITAL OUTLAY:					2,320.58	.00	
Total GENERAL:					2,320.58	.00	
Total EQUIPMENT REPLACEMENT FUND:					2,320.58	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.401 CAPITAL OUTLAY							
4029	ILLINOIS EPA	320 E Wildwood Ave	35011	PERMIT TO DISCHARGE STORM WATER ASSOCI	250.00 ✓	250.00	08/30/2023
13756	M & O ENVIRONMENTAL COMPANY	42273	35011	CRB ASBESTOS ABATEMENT - REC CENTER	15,600.00 ✓	.00	
12558	WILLIAMS ARCHITECTS	21931	35011	LIONS REC JULY '23 CONSTRUCTION DOCUMEN	61,704.14 ✓	.00	
Total 67.502.02.401 CAPITAL OUTLAY:					77,554.14	250.00	
Total GENERAL:					77,554.14	250.00	
Total BUILDING IMPROVEMENTS FUND:					77,554.14	250.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.210 TELEPHONE							
13810	GRANITE TELECOMMUNICATIONS LLC	612148351 8/23	0	PHONE SERVICE; 8/1-8/31/23	47.42 ✓	.00	
Total 82.502.01.210 TELEPHONE:					47.42	.00	
82.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	09012023	0	HEALTH INSURANCE; SEPT 2023	12,666.62 ✓	12,666.62	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	08012023	0	DENTAL, VISION AND LIFE PREMIUMS 8/2023	678.26 ✓	678.26	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	09012023	0	DENTAL, VISION AND LIFE PREMIUMS 9/2023	678.26 ✓	678.26	08/25/2023
11466	THE HORTON GROUP, INC	107035	0	WELLNESS VIRGIN PULSE Q3 PARTICIPATION	118.23 ✓	.00	
Total 82.502.01.250 EMPLOYEE BENEFITS:					14,141.37	14,023.14	
82.502.01.270 MAINT OF OFFICE EQUIPMENT							
13820	COMMEG SYSTEMS INC	23081602	0	TIME CLOCK - PW	1,210.00 ✓	.00	
Total 82.502.01.270 MAINT OF OFFICE EQUIPMENT:					1,210.00	.00	
82.502.01.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	KEYBOARD FEET	7.79 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SSD TO USB ADAPTERS	32.28 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	PRINTER MAINTENANCE KIT, DRILL BIT	113.88 ✓	.00	
Total 82.502.01.399 OTHER SUPPLIES:					153.95	.00	
82.502.02.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0005158074 7/2023	0	520 N PRINCETON; 7/7-8/7/23	65.67 ✓	.00	
237	COMMONWEALTH EDISON CO	0233060038 7/2023	0	CENTRAL PUMPING STN; 7/7-8/7/23	214.16 ✓	.00	
237	COMMONWEALTH EDISON CO	6152211004 7/2023	0	WTR/SWR; 7/6-8/3/23	107.72 ✓	.00	
237	COMMONWEALTH EDISON CO	6667072019 7/2023	0	WELL #2; 7/5-8/3/23	23.64 ✓	.00	
Total 82.502.02.219 UTILITY - ELECTRIC:					411.19	.00	
82.502.02.299 OTHER CONTRACTUAL SERVICES							
6618	CORE & MAIN	T369890	0	WATER SERVICE LINE PARTS	1,450.80 ✓	.00	
Total 82.502.02.299 OTHER CONTRACTUAL SERVICES:					1,450.80	.00	
82.502.02.322 HAND TOOLS							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	TV TRUCK SUPPLIES	107.92 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 82.502.02.322 HAND TOOLS:					107.92	.00	
82.502.02.353 SERVICE CONNECTION MATERIALS							
1135	ZIEBELL WATER SERVICE	262820-000	0	B-BOX EXTENSIONS	531.75	.00	
Total 82.502.02.353 SERVICE CONNECTION MATERIALS:					531.75	.00	
82.502.02.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CLEANING SUPPLIES	36.15	.00	
10486	BMO HARRIS MASTERCARD	0703736-2306	0	SUPPLIES	59.94	.00	
Total 82.502.02.399 OTHER SUPPLIES:					96.09	.00	
Total GENERAL:					18,150.49	14,023.14	
Total WATER SUPPLY FUND:					18,150.49	14,023.14	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.210 TELEPHONE							
13810	GRANITE TELECOMMUNICATIONS LLC	612148351 8/23	0	PHONE SERVICE; 8/1-8/31/23	47.42 ✓	.00	
Total 83.502.01.210 TELEPHONE:					47.42	.00	
83.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	09012023	0	HEALTH INSURANCE; SEPT 2023	3,661.36 ✓	3,661.36	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	08012023	0	DENTAL, VISION AND LIFE PREMIUMS 8/2023	305.25 ✓	305.25	08/25/2023
13542	SUN LIFE ASSURANCE COMPANY OF CA	09012023	0	DENTAL, VISION AND LIFE PREMIUMS 9/2023	305.25 ✓	305.25	08/25/2023
11466	THE HORTON GROUP, INC	107035	0	WELLNESS VIRGIN PULSE Q3 PARTICIPATION	118.23 ✓	.00	
Total 83.502.01.250 EMPLOYEE BENEFITS:					4,390.09	4,271.86	
83.502.01.270 MAINT OF OFFICE EQUIPMENT							
13820	COMMEG SYSTEMS INC	23081602	0	TIME CLOCK - PW	1,210.00 ✓	.00	
Total 83.502.01.270 MAINT OF OFFICE EQUIPMENT:					1,210.00	.00	
83.502.01.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	MOUSE	59.99 ✓	.00	
Total 83.502.01.399 OTHER SUPPLIES:					59.99	.00	
83.502.02.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0007134036 7/2023	0	WESTLANDS LIFT STN; 7/7-8/7/23	41.22 ✓	.00	
237	COMMONWEALTH EDISON CO	0045126092 7/2023	0	NORTH & YALE; 7/25-8/23/23	102.22 ✓	.00	
237	COMMONWEALTH EDISON CO	0051086116 7/2023	0	900 N VILLA; 7/25-8/23/23	256.01 ✓	.00	
237	COMMONWEALTH EDISON CO	0063015145 7/2023	0	S VILLA LIFT STN; 7/7-8/7/23	562.35 ✓	.00	
237	COMMONWEALTH EDISON CO	0375103058 7/2023	0	RT 83 LIFT STN; 7/7-8/7/23	39.41 ✓	.00	
237	COMMONWEALTH EDISON CO	0474090018 7/2023	0	YALE/RIDGE LIFT STN; 7/7-8/7/23	86.93 ✓	.00	
Total 83.502.02.219 UTILITY - ELECTRIC:					1,088.14	.00	
83.502.02.285 DISPOSAL EXPENSE							
13544	BELL CARTAGE CORP.	25518	0	HAUL SPOILS FROM DOME	6,400.00 ✓	6,400.00	08/25/2023
13544	BELL CARTAGE CORP.	25522	0	HAUL SPOILS FROM DOME	700.00 ✓	700.00	08/25/2023
Total 83.502.02.285 DISPOSAL EXPENSE:					7,100.00	7,100.00	
83.502.02.343 STONE							
13544	BELL CARTAGE CORP.	25517	0	470.16 TONS OF CA-6 STONE FOR STOCK	8,698.02 ✓	8,698.02	08/25/2023

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 83.502.02.343 STONE:					8,698.02	8,698.02	
83.502.02.356 MANHOLE MATERIALS							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	WATER VAULT	848.23 ✓	.00	
Total 83.502.02.356 MANHOLE MATERIALS:					848.23	.00	
83.502.02.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2306	0	CLEANING SUPPLIES	38.16 ✓	.00	
Total 83.502.02.399 OTHER SUPPLIES:					38.16	.00	
Total GENERAL:					23,480.05	20,069.88	
Total WASTEWATER FUND:					23,480.05	20,069.88	
Grand Totals:					1,015,444.17	328,761.33	

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>413,289.51</u>
DUI TECHNOLOGY FUND	
Total DUI TECHNOLOGY FUND:	<u>5,702.85</u>
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	<u>12,450.12</u>
RECREATION FUND	
Total RECREATION FUND:	<u>34,556.46</u>
PARKS FUND	
Total PARKS FUND:	<u>47,651.30</u>
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	<u>5,793.58</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>374,495.09</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>2,320.58</u>
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	<u>77,554.14</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>18,150.49</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>23,480.05</u>

	<u>Amount Paid</u>
Grand Totals:	<u><u>1,015,444.17</u></u>

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

DATE 9/1/23 APPROVED BY 

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "WF0905","0824 INT","0825 INT","0830 INT","0831 INT"



MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: September 11, 2023
SUBJECT: An Ordinance Approving a Special Use for a Cell Tower located at 1250 S Ardmore Ave

RECOMMENDED ACTION:

Ordinance approval of Petition PZ-23-02 for a Special Use for a New Wireless Telecommunications Facility located at 1250 S Ardmore Ave as depicted on Exhibit A with stated conditions. Planning and Zoning Commission recommended approval with conditions by a vote of 5 - 0.

BACKGROUND:

The Petitioner, Tony Phillips of Kendall Communications, is seeking approval of a Special Use for a Wireless Telecommunications Facility (new cell tower) located at 1250 S. Ardmore Ave, which is Willowbrook High School. The Property Owner is DuPage High School District 88. Staff recommends approval of the ordinance granting Petition PZ-23-02 for a Special Use for a New Wireless Telecommunications Facility located at 1250 S. Ardmore Ave as depicted on Exhibit A with stated conditions.

DISCUSSION: The Petitioner, Tony Phillips of Kendall Communications, is seeking approval of a Special Use for a Wireless Telecommunications Facility (new cell tower) located at 1250 S. Ardmore Ave, which is Willowbrook High School. The Property Owner is DuPage High School District 88. The Subject Property is currently zoned for RS-7.5 Residential Single-Dwelling District - 7,500 sq. ft. The Zoning Ordinance specifically allows for a right to request a Special Use per Table 10-1: Zoning for Wireless Telecommunications Facilities. Per Sec. 10.2. – Where Allowed, new towers may be allowed in any district only if reviewed and approved in accordance with the Special Use procedures of Sec. 11.4.

The Zoning Ordinance requires that new and modified towers “be set back from the property line of any adjoining residentially zoned property a distance equal to the height of the tower and its related equipment, unless a lesser setback is required due to the type of transmission equipment or technology proposed by the applicant, and the tower and related equipment shall be adequately screened from adjoining residential uses.” The proposed 125’ tower is setback at a distance of 61’ from the public right-of-way and 101’ from the next residentially zoned property to the north. The petitioner is requesting for a lesser setback to be required due to required location of the technology and has submitted a letter from a structural engineer (fall letter) that states the design of the tower

would prevent a fall radius of less than or equal to 50'.

Per Section 10.3.2 Applications shall not require or be evaluated based upon:

Except as provided in Sec. 10.4, information about an applicant's business decisions with respect to the applicant's designed service, customer demand for service, or quality of the applicant's service to or from a particular area or site;

Availability of other potential locations for the placement or construction of a tower or transmission equipment;

Except as provided in Sec. 10.4, other options for collocation instead of the construction of a new tower or modification of an existing tower or existing base station that constitutes a substantial change to an existing tower or existing base station; however, applicants are encouraged to consider collocation options prior to submitting an application;

The requirement for removal of existing towers, base stations, or transmission equipment, wherever located, other than requirements stated in policy approved by village board resolution for removal of abandoned towers or transmission equipment;

Surety requirements, including bonds, escrow deposits, letters of credit, or any other type of financial surety, to ensure that abandoned or unused towers or transmission equipment can be removed, other than requirements stated in policy approved by village board resolution that are competitively neutral, nondiscriminatory, reasonable in amount, and commensurate with the historical record for local facilities and structures that are abandoned;

Applicant's agreement to provide space on or near the tower, base station, or wireless support structure for the village or for other local governmental or nongovernmental services at less than the market rate for such space or to provide other services via the structure or facilities at less than the market rate for such services;

Environmental testing, sampling, or monitoring requirements, or other compliance measures, for radio frequency emissions from transmission equipment that are categorically excluded under FCC rules for radio frequency emissions pursuant to 47 CFR 1.1307(b)(1);

Regulations or procedures for radio frequency signal strength or the adequacy of service quality; or Perceived or alleged environmental effects of radio frequency emissions, as provided in 47 USC 332(c)(7)(B)(iv). Additionally, Section 10.3.3. states: The Village shall not deny an application due to the type of transmission equipment or technology to be used by the applicant, or preference for type of infrastructure or technology; and shall not prohibit the placement of emergency power systems that comply with federal and state environmental requirements.

Per Section 11.4.8. – Review and Approval Criteria: No Special Use may be recommended for approval or approved unless the respective review or decision-making body determines that the proposed Special Use is consistent with and in substantial compliance with all Village Board policies and plans and that the applicant has presented evidence to support each of the following conclusions for both Special Uses that they are requesting:

- That the proposed use or activity is expressly authorized as a special use;
- That the proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
- That the proposed use will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity;
- That approval of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
- That the proposed special use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure, and community services;

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

Village staff has reviewed the petition and is supportive of the request as it meets all technical requirements.

The Planning and Zoning Commission held a public hearing on June 8, 2023 where they recommended approval of all requests 5-0, with the following conditions:

- To gate the access on the south side of the bike path
- To make the asphalt of the easement with a thickened base

The Petitioner has agreed to these conditions.

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING A SPECIAL USE
TO ALLOW FOR THE INSTALLATION AND CONSTRUCTION OF
A NEW WIRELESS TELECOMMUNICATIONS TOWER AND ANTENNA
IN THE RS-7.5 RESIDENTIAL SINGLE-DWELLING DISTRICT
FOR THE PROPERTY LOCATED AT 1250 S. ARDMORE AVENUE,
IN THE VILLAGE OF VILLA PARK, ILLINOIS**

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

WHEREAS, Tony Phillips of Kendall Communications (the “Petitioner”), applied for a special use permit to allow for the installation and construction of a new wireless telecommunication tower and antenna of 125 feet in height and related equipment (“wireless telecommunications facilities”) to be located on that portion of certain property zoned as RS-7.5 Residential Single-Dwelling District and owned by DuPage High School District 88, located at 1250 S. Ardmore Avenue, Villa Park, Illinois, as set forth and as legally described on the plans prepared by TowerCo, referencing TowerCo Site ID: IL0378, AT&T Site Number: IL2777 – 11678323, revised through 6/14/23 (the “Site Plans”), attached hereto as Exhibit A and made a part hereof (the “Subject Property”); and

WHEREAS, pursuant to public notice, the Planning and Zoning Commission (the “PZC”) of the Village of Villa Park conducted a public hearing on June 8, 2023, regarding Petitioner’s application; and

WHEREAS, after hearing all testimony and public comment and consideration of all evidence presented at the hearing regarding said application, the PZC of the Village of Villa Park recommended approval of the Petitioner’s application for a special use permit to allow for the installation and construction of wireless telecommunications facilities at the Subject Property; and

WHEREAS, Article 10, entitled “Wireless Telecommunications Facilities” of the Zoning Ordinance of the Village of Villa Park, enacted by the Village in compliance with applicable law, sets forth regulations applicable to wireless telecommunications facilities in the Village, including location and design requirements, along with application, review and approval procedures; and

WHEREAS, Petitioner’s instant application for a special use permit to allow for the installation and construction of the wireless telecommunications facilities at the Subject Property complies with the provisions of Article 10 of the Village’s Zoning Ordinance, including the

setback requirements dictated in Section 10.6.1, in that the proposed setback of the tower and its related equipment is required due to the type of transmission equipment or technology proposed by the Petitioner and the tower and related equipment are to be adequately screened from adjoining residential uses; and

WHEREAS, the federal Telecommunications Act prohibits municipalities from regulating the placement, construction, and modification of these types of wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Federal Communications Commission's regulations concerning such emissions, and, as such, radio frequency emissions were not considered as a factor in the PZC's determination and recommendation; and

WHEREAS, the Village President and Board of Trustees of the Village received the PZC's recommendation dated July 24, 2023, including the PZC's findings of fact that the proposed special use is consistent with and in substantial compliance with all Village Board policies and plans and meets the standards enumerated in Article 10 and Section 11.4.8 of Article 11 of the Village's Zoning Code; and

WHEREAS, the PZC's recommendation for approval was contingent upon the conditions that (1) the access on the south side of the bike path shall be gated, and (2) the asphalt for the access easement shall be constructed with a thickened base, which conditions have been agreed to by the Petitioner and are included in the Site Plans revised as of 6/14/23, attached hereto as Exhibit A.

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

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

Section 2: The provisions of this Ordinance shall apply only to the proposed lease area and related easements associated with the Subject Property, as set forth on the Site Plans attached hereto as Exhibit A.

Section 3: The proposed special use complies with the provisions of Article 10 of the Village's Zoning Ordinance and, in accordance with Section 11.4.8 of the Village's Zoning Ordinance, is consistent with and in compliance with all Village Board policies and plans and the Petitioner has presented evidence to support each of the following conclusions:

- A. That the proposed use or activity is expressly authorized as a special use;
- B. That the proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
- C. That the proposed use will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity;
- D. That approval of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
- E. That the proposed special use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure and community services; and
- F. That the proposed special use complies with all applicable regulations of the Village's Zoning Ordinance except as expressly approved in accordance with the procedures of the Village's Zoning Ordinance.

Section 4: The corporate authorities of the Village do hereby approve and authorize a special use permit for the construction of the wireless telecommunications facilities on the Subject Property, in accordance with the Site Plans set forth in Exhibit A, and subject to the conditions set forth hereinafter in Section 5.

Section 5: The approval of the special use permit granted herein is subject to the following conditions:

- A. The wireless telecommunication facilities shall be constructed in substantial compliance with the Site Plans prepared by TowerCo, referencing TowerCo Site ID: IL0378, AT&T Site Number: IL2777 – 11678323, revised through 6/14/23, and in compliance with the application, plans and other documentation provided by Petitioner and on file in the Department of Community Development.
- B. The special use permit granted herein shall expire and be of no force and effect if the wireless telecommunication facilities are not constructed within one year of the date of passage and approval of this Ordinance in accordance with Section 11.4.9 of the Village's Zoning Ordinance.

Section 6: The approval of the special use herein is subject to all other conditions and requirements imposed and set forth in the Village's Zoning Ordinance and all other duly enacted ordinances of the Village of Villa Park, except as otherwise provided herein.

Section 7: Any ordinance in conflict with the provisions hereof, is hereby repealed to the extent of such conflict.

Section 8: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED this ____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2022.

Nick Cuzzone, Village President

ATTEST:

Hosanna Korynecky, Village Clerk

EXHIBIT A

**Plans prepared by TowerCo,
TowerCo Site ID: IL0378, AT&T Site Number: IL2777 – 11678323
Revised through 6/14/23**

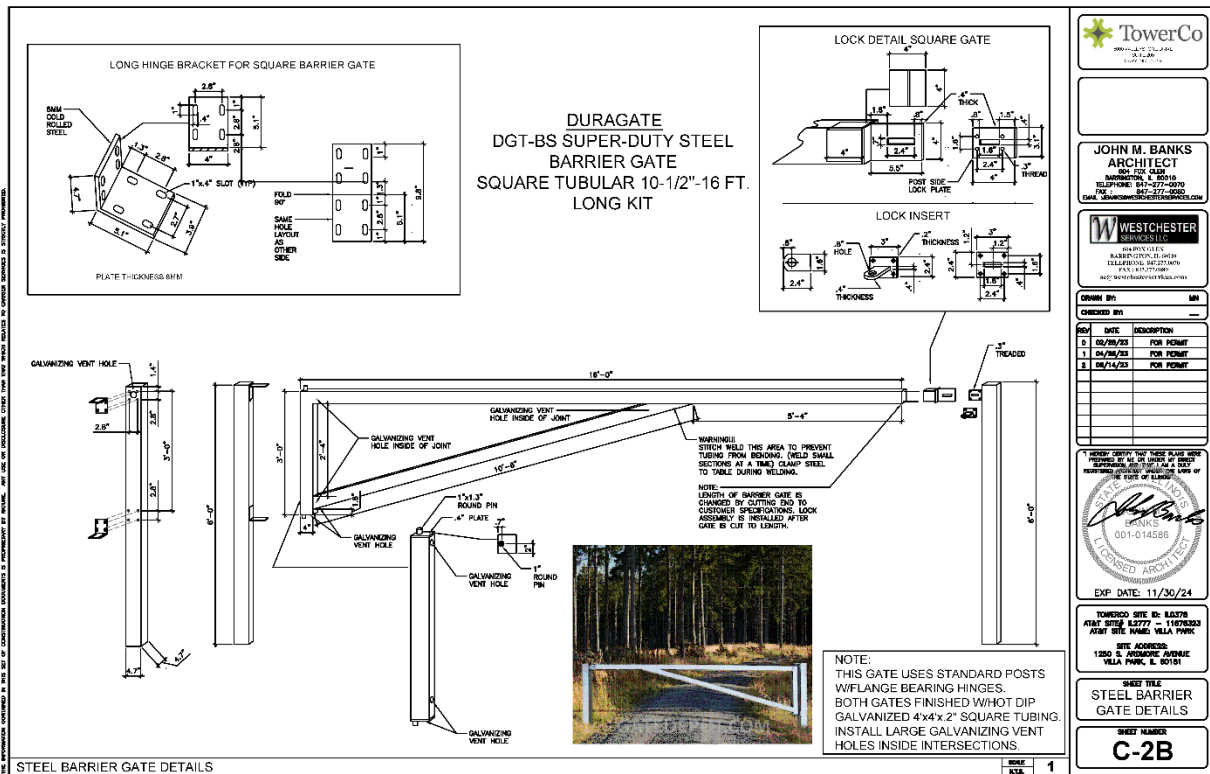
NOTES:
 EXISTING WALKWAY SECTION TO BE REPLACED W/NEW ASPHALT ACCESS ROAD. GRADE OF NEW WALKWAY TO MATCH EXISTING/SURROUNDING GRADE. NEW WALKWAY PAVEMENT AFTER REPLACEMENT TO BE AT 8\"/>

GENERAL NOTES:
 1. STORING AND PROTECTION FOR DOT SPOTS AS APPROVED BY THE RELEASE ENGINEER.
 2. ALL STONE BEDDING SHALL BE MECHANICALLY COMPACTED.

TYPICAL DRIVEWAY APPROACH

LEGEND:
 - PROPOSED LEASE LINE
 - PROPOSED EASEMENT
 - PROPOSED FENCE
 - EXISTING FENCE
 - EXISTING PAVEMENT
 - EXISTING PROPERTY LINE

OVERALL SITE PLAN



THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

DRIVING DIRECTIONS

STARTING AT O'HARE INTERNATIONAL AIRPORT
10000 W BALMORAL AVE, CHICAGO, IL 60666:

GET ON I-190. HEAD SOUTHWEST ON I-190 W. TAKE THE BESSIE COLEMAN DR EXIT TOWARD AIRPORT TERMINAL 5/A.R.F.F. STAGING AREA D. TURN RIGHT ONTO BESSIE COLEMAN DR. TAKE I-294 S TO IL-38 W/ROOSEVELT RD IN PROVISO TOWNSHIP. TAKE EXIT 30B FROM I-294 N. TAKE EXIT 1D TOWARD I-294 S/INDIANA/S TOLLWAY. USE THE RIGHT 3 LANES TO TAKE THE 22ND ST EXIT. KEEP RIGHT AT THE FORK AND MERGE ONTO W CERMAK RD. USE THE RIGHT LANE TO MERGE ONTO I-294 N VIA THE RAMP TO WISCONSIN. TAKE EXIT 30B FOR IL-38/ROOSEVELT RD W. CONTINUE ON IL-38 W/ROOSEVELT RD. DRIVE TO W HIGHRIDGE RD IN VILLA PARK. MERGE ONTO IL-38 W/ROOSEVELT RD. TURN RIGHT ONTO ARDMORE AVE. TURN LEFT ONTO W HIGHRIDGE RD. SITE WILL BE LOCATED ON THE LEFT HAND SIDE.

SCAN FOR DRIVING DIRECTIONS



SITE INFORMATION

SITE ADDRESS: 1250 S. ARDMORE AVENUE
VILLA PARK, IL 60181

LATITUDE (NAD 83): N41° 51' 59.9022" (41.86663951° N)
LONGITUDE (NAD 83): W87° 59' 11.4814" (-87.98652260° W)

GROUND ELEVATION: 700.106' (AMSL)

JURISDICTION: VILLAGE OF VILLA PARK

ZONING: PU

PARCEL/MAP NUMBER: 0616401054

PARCEL OWNER: DUPAGE HIGH SCHOOL DISTRICT NO. 88
2 FRIENDSHIP PLAZA
ADDISON, IL 60101

TOWER OWNER: TOWERCO LLC
5000 VALLEYSTONE DRIVE
SUITE 200
CARY, NC 27519

STRUCTURE TYPE: MONOPOLE TOWER

STRUCTURE HEIGHT: 125'-0" (AGL)

POWER SUPPLIER: COMED

FIBER SUPPLIER: AT&T

PROJECT TEAM

APPLICANT: TOWERCO LLC
5000 VALLEYSTONE DRIVE
SUITE 200
CARY, NC 27519

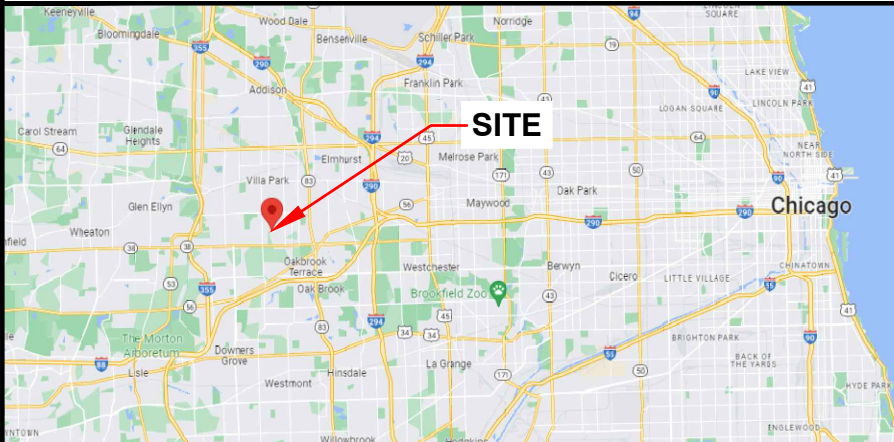
ARCHITECT
ENGINEERING: JOHN M. BANKS
604 FOX GLEN
BARRINGTON, IL 60010
CONTACT: JOHN M. BANKS
PHONE: (847) 277-0070
EMAIL: JBANKS@WESTCHESTERSERVICES.COM



TowerCo

TOWERCO SITE ID: IL0378
AT&T SITE NUMBER: IL2777 - 11678323
SITE NAME: VILLA PARK
SITE ADDRESS: 1250 S. ARDMORE AVENUE
VILLA PARK, IL 60181
PID: 0616401054

VICINITY MAP



LOCATION MAP



CODE COMPLIANCE

- ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.
- 2018 INTERNATIONAL BUILDING CODE
 - 2011 NATIONAL ELECTRICAL CODE
 - 2020 NFPA 101, LIFE SAFETY CODE
 - 2018 INTERNATIONAL FIRE CODE
 - AMERICAN CONCRETE INSTITUTE
 - AMERICAN INSTITUTE OF STEEL CONSTRUCTION
 - MANUAL OF STEEL CONSTRUCTION 13TH EDITION
 - TIA 607
 - INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEERING 81
 - IEEE C2 NATIONAL ELECTRIC SAFETY CODE LATEST EDITION
 - TELECORDIA GR-1275

CONSTRUCTION APPROVAL

TOWERCO SITE ACQUISITION MANAGER: _____ DATE: _____
TOWERCO CONSTRUCTION MANAGER: _____ DATE: _____
RF PROJECT MANAGER: _____ DATE: _____
PROJECT MANAGER: _____ DATE: _____



DRAWING INDEX

- T-1 TITLE SHEET
- B-1 SITE SURVEY
- B-1.1 SITE SURVEY
- B-1.2 SITE SURVEY
- B-1.3 SITE SURVEY
- C-1 OVERALL SITE PLAN
- C-2 ENLARGED SITE PLAN
- C-2A ENLARGED SITE PLAN
- C-2B STEEL BARRIER GATE DETAILS
- C-3 ELEVATION

DRAWING SCALE

THESE DRAWINGS ARE SCALED TO FULL SIZE AT 22"X34" AND HALF SIZE AT 11"X17". CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE DESIGNER / ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME. CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICE TO PREVENT STORM WATER POLLUTION DURING CONSTRUCTION.

SCOPE OF WORK

- THIS PROJECT CONSISTS OF :
- CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY
 - SITE WORK: NEW TOWER, UNMANNED EQUIPMENT CABINET ON CONCRETE PAD, AND UTILITY INSTALLATIONS



Know what's below.
Call before you dig.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN NORTH DAKOTA, CALL NORTH DAKOTA ONE CALL
TOLL FREE: 1-800-795-0555
www.ndonecall.com
NORTH DAKOTA STATE STATUTE REQUIRES MIN OF 48 HOURS NOTICE BEFORE YOU EXCAVATE

JOHN M. BANKS
ARCHITECT
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847-277-0070
FAX : 847-277-0080
EMAIL : JBANKS@WESTCHESTERSERVICES.COM

WESTCHESTER
SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

DRAWN BY: MN
CHECKED BY: —

REV	DATE	DESCRIPTION
0	02/28/23	FOR PERMIT
1	04/28/23	FOR PERMIT
2	06/14/23	FOR PERMIT

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF ILLINOIS

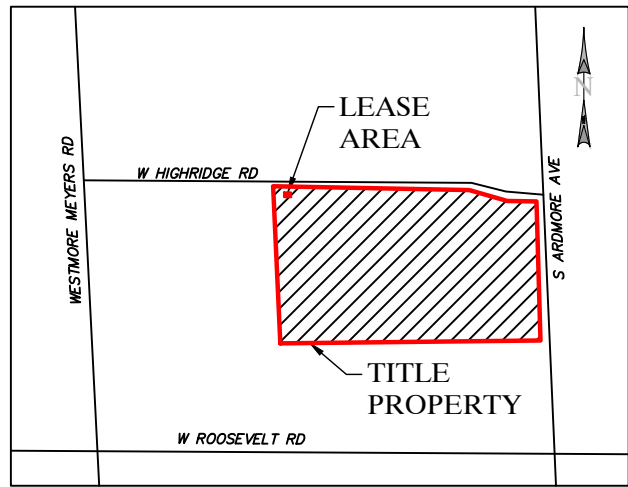
JOHN M. BANKS
001-014586
LICENSED ARCHITECT

EXP DATE: 11/30/24

TOWERCO SITE ID: IL0378
AT&T SITE# IL2777 - 11678323
AT&T SITE NAME: VILLA PARK
SITE ADDRESS:
1250 S. ARDMORE AVENUE
VILLA PARK, IL 60181

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1



VICINITY MAP
NOT TO SCALE

*FAA COORDINATE POINT

NAD 83
LATITUDE: 41°51'59.9022" (41.86663951)
LONGITUDE: -87°59'11.4814" (-87.98652260)
NAVD88
ELEVATIONS: 700.106± AMSL

TEMPORARY BENCHMARK

LATITUDE: 41°52'00.4061" (41.86677947)
LONGITUDE: -87°59'12.7734" (-87.98688149)
ELEVATION: 703.291'
LOCATION: MAG NAIL IN BITUMINOUS PATH

GLOBAL POSITIONING SYSTEMS NOTE

1. RANDOM TRAVERSE CONTROL MONUMENTS WERE SET USING GPS METHODS. A PORTION OF THE TOPOGRAPHY AND FOUND BOUNDARY MONUMENTS WERE ALSO LOCATED USING GPS METHODS.
2. THE TYPE OF GPS UTILIZES AS NETWORK ADJUSTED REAL TIME KINEMATIC (TOPCON VRS NETWORK), NAD 83 ILLINOIS STATE PLANE (EAST).
3. TOPCON HIPER SR RECEIVERS WERE USED TO PERFORM THE SURVEY.

GENERAL NOTES

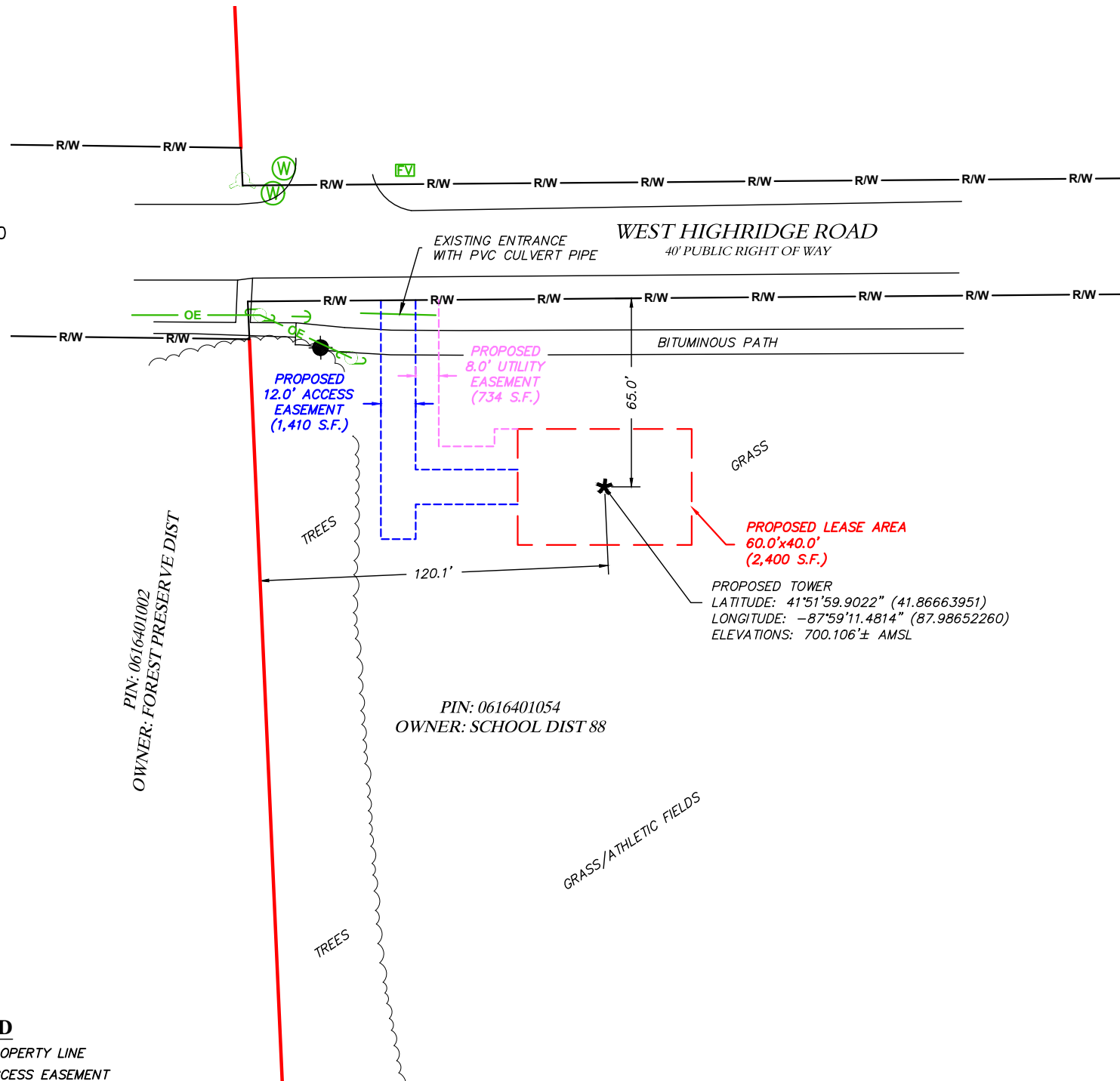
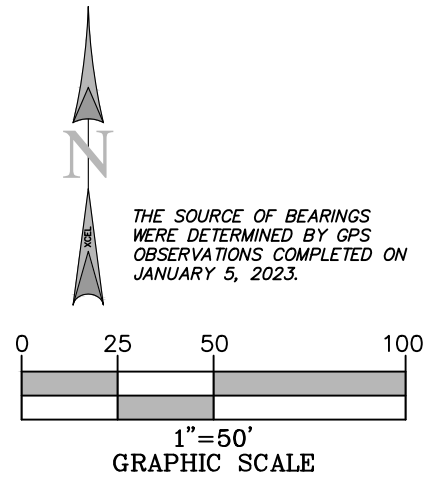
NO SEARCH OF PUBLIC RECORDS HAS BEEN COMPLETED BY XCEL CONSULTANTS TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE PARENT PARCEL.

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED EASEMENTS ONLY, AND ONLY A PARTIAL BOUNDARY SURVEY OF THE PARENT PARCEL HAS BEEN PERFORMED.

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.

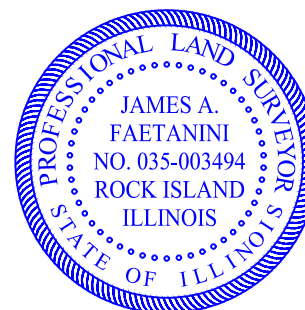
XCEL CONSULTANTS HAS RECEIVED AND REVIEWED THE TITLE REPORT PREPARED BY AMC SETTLEMENT SERVICES, ORDER NUMBER 50027368, DATED NOVEMBER 7, 2022, PREPARED FOR THE PARENT PROPERTY.



LEGEND

	PROPERTY LINE
	ACCESS EASEMENT
	UTILITY EASEMENT
	LEASE AREA
	RIGHT OF WAY LINE
	OVERHEAD ELECTRIC LINE
	STORM CULVERT
	CONTOURS
	CENTERLINE OF TOWER LOCATION
	WATER MANHOLE
	FIRE HYDRANT
	FIBER OPTIC VAULT
	UTILITY POLE
	GUY WIRE

SITE SURVEY

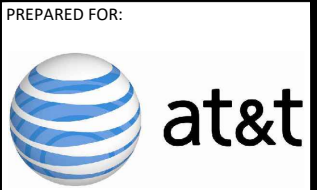


I, JAMES A. FAETANINI, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREIN WERE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS MINIMUM STANDARDS OF PRACTICE.

James A. Faetanini
JANUARY 26, 2023

JAMES A. FAETANINI
LICENSE NUMBER 035-003494
MY LICENSE RENEWAL DATE IS NOVEMBER 30, 2024
SHEETS COVERED BY THIS SEAL B-1, B-1.1, B-1.2, AND B-1.3

PREPARED FOR:
WESTCHESTER SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com



SURVEYED BY:
XCEL Consultants
8300 42ND STREET WEST
ROCK ISLAND, IL 61201
(O) 309-787-9988
(F) 309-756-5540
(E) XCEL@XCELCONSULTANTSINC.COM

XCEL PROJECT NUMBER: 224443

SITE SURVEY

REV.	DATE	DESCRIPTION

SITE INFORMATION:

VILLA PARK

307 W HIGHRIDGE ROAD
VILLA PARK, IL 60181
DUPAGE COUNTY

TAX PARCEL NUMBER:
0616401054

PROPERTY OWNER:
SCHOOL DISTRICT 88
1250 S ARDMORE
VILLA PARK, IL 60181

SITE NUMBER:
IL0378

DRAWN BY: KJM
CHECKED BY: BCH
SURVEY DATE: 1/5/2023
PLAT DATE: 1/26/2023

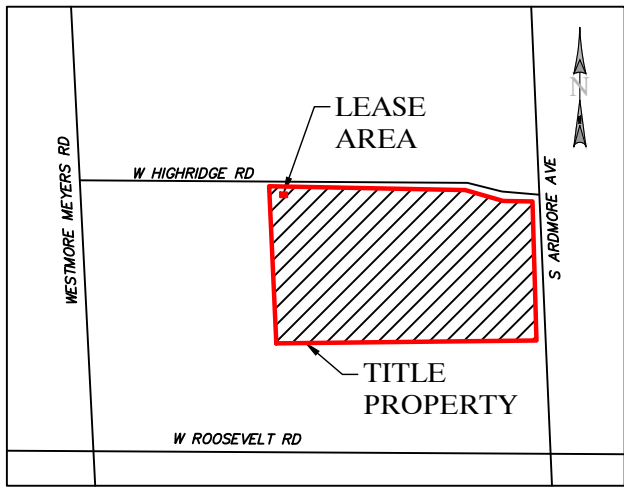
SHEET TITLE:

SITE SURVEY

THIS DOES NOT REPRESENT A
BOUNDARY SURVEY OF THE
PARENT PARCEL

SHEET NUMBER:

B-1



VICINITY MAP
NOT TO SCALE

*FAA COORDINATE POINT

NAD 83
LATITUDE: 41°51'59.9022" (41.86663951)
LONGITUDE: -87°59'11.4814" (-87.98652260)
NAVD88
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LOCATION: MAG NAIL IN BITUMINOUS PATH

LEGEND

	PROPERTY LINE
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	UTILITY EASEMENT
	LEASE AREA
	RIGHT OF WAY LINE
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	STORM CULVERT
	CONTOURS
	CENTERLINE OF TOWER LOCATION
	WATER MANHOLE
	FIRE HYDRANT
	FIBER OPTIC VAULT
	UTILITY POLE
	GUY WIRE

GENERAL NOTES

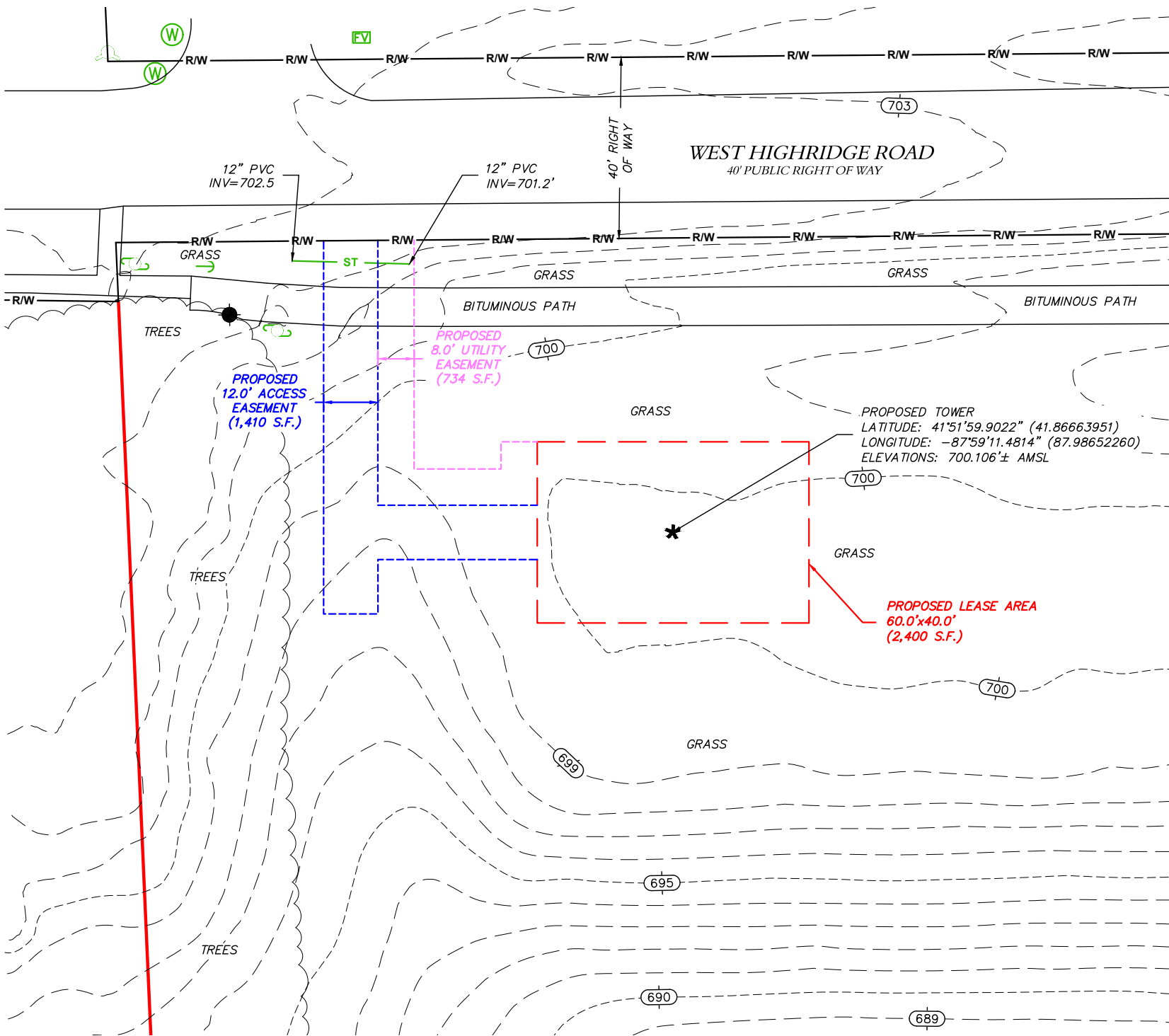
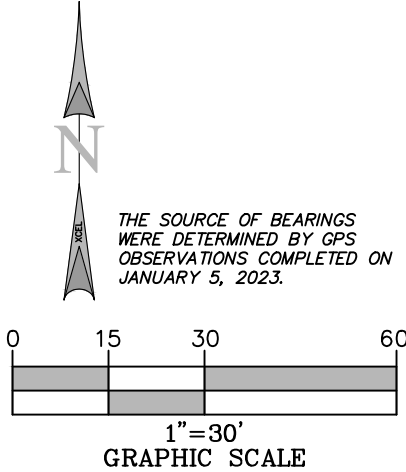
NO SEARCH OF PUBLIC RECORDS HAS BEEN COMPLETED BY XCEL CONSULTANTS TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE PARENT PARCEL.

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED EASEMENTS ONLY, AND ONLY A PARTIAL BOUNDARY SURVEY OF THE PARENT PARCEL HAS BEEN PERFORMED.

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.

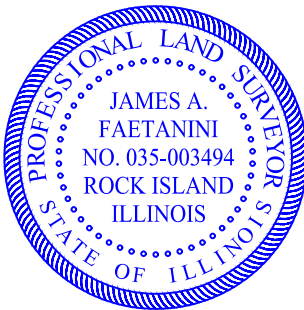
XCEL CONSULTANTS HAS RECEIVED AND REVIEWED THE TITLE REPORT PREPARED BY AMC SETTLEMENT SERVICES, ORDER NUMBER 50027368, DATED NOVEMBER 7, 2022, PREPARED FOR THE PARENT PROPERTY.



SITE SURVEY

GLOBAL POSITIONING SYSTEMS NOTE

1. RANDOM TRAVERSE CONTROL MONUMENTS WERE SET USING GPS METHODS. A PORTION OF THE TOPOGRAPHY AND FOUND BOUNDARY MONUMENTS WERE ALSO LOCATED USING GPS METHODS.
2. THE TYPE OF GPS UTILIZES AS NETWORK ADJUSTED REAL TIME KINEMATIC (TOPCON VRS NETWORK), NAD 83 ILLINOIS STATE PLANE (EAST).
3. TOPCON HIPER SR RECEIVERS WERE USED TO PERFORM THE SURVEY.



I, JAMES A. FAETANINI, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREIN WERE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS MINIMUM STANDARDS OF PRACTICE.

James A. Faetanini
JANUARY 26, 2023

JAMES A. FAETANINI
LICENSE NUMBER 035-003494
MY LICENSE RENEWAL DATE IS NOVEMBER 30, 2024
SHEETS COVERED BY THIS SEAL B-1, B-1.1, B-1.2, AND B-1.3

PREPARED FOR:

WESTCHESTER
SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

PREPARED FOR:



SURVEYED BY:

XCEL
Consultants
8300 42ND STREET WEST
ROCK ISLAND, IL 61201
(O) 309-787-9988
(F) 309-756-5540
(E) XCEL@XCELCONSULTANTSINC.COM

XCEL PROJECT NUMBER: 224443

SITE SURVEY

REV.	DATE	DESCRIPTION

SITE INFORMATION:

VILLA PARK

307 W HIGHRIDGE ROAD
VILLA PARK, IL 60181
DUPAGE COUNTY

TAX PARCEL NUMBER:
0616401054

PROPERTY OWNER:
SCHOOL DISTRICT 88
1250 S ARDMORE
VILLA PARK, IL 60181

SITE NUMBER:
IL0378

DRAWN BY: KJM
CHECKED BY: BCH
SURVEY DATE: 1/5/2023
PLAT DATE: 1/26/2023

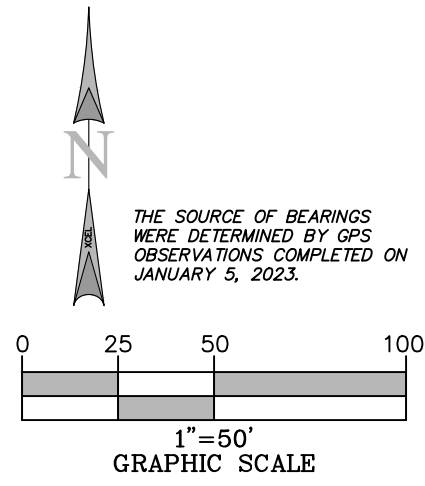
SHEET TITLE:

SITE SURVEY

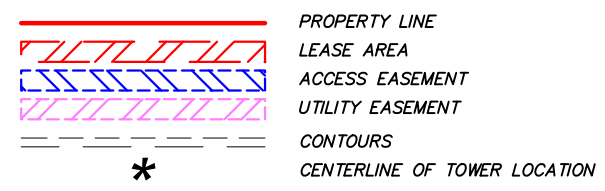
THIS DOES NOT REPRESENT A
BOUNDARY SURVEY OF THE
PARENT PARCEL

SHEET NUMBER:

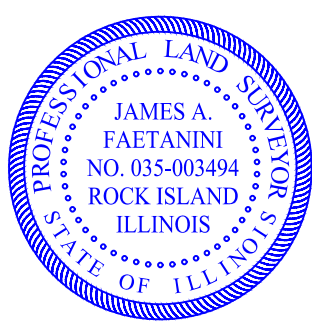
B-1.1



AERIAL FROM XCEL FLOWN
DRONE ON JANUARY 5, 2023



AERIAL SURVEY



I, JAMES A. FAETANINI, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREIN WERE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS MINIMUM STANDARDS OF PRACTICE.

James A. Faetanini JANUARY 26, 2023

JAMES A. FAETANINI
LICENSE NUMBER 035-003494
MY LICENSE RENEWAL DATE IS NOVEMBER 30, 2024
SHEETS COVERED BY THIS SEAL B-1, B-1.1, B-1.2, AND B-1.3

PREPARED FOR:

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BARRINGTON, IL 60010
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(E) XCEL@XCELCONSULTANTSINC.COM

XCEL PROJECT NUMBER: 224443

SITE SURVEY		
REV.	DATE	DESCRIPTION

SITE INFORMATION:
VILLA PARK

307 W HIGHRIDGE ROAD
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CHECKED BY: BCH
SURVEY DATE: 1/5/2023
PLAT DATE: 1/26/2023

SHEET TITLE:
SITE SURVEY
THIS DOES NOT REPRESENT A
BOUNDARY SURVEY OF THE
PARENT PARCEL

SHEET NUMBER:
B-1.2

REPORT OF TITLE:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY XCEL CONSULTANTS, INC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENT OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENT, AUGMENTING EASEMENT, IMPLIES OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. INFORMATION REGARDING THESE MATTERS WERE GAINED FROM AMC SETTLEMENT SERVICES, ORDER NUMBER 50027368, DATED NOVEMBER 7, 2022, PREPARED FOR THE PARENT PROPERTY

SURVEY MATTERS OR EASEMENTS LISTED IN SCHEDULE 'B':

8. SUBJECT TO AGREEMENT BETWEEN THE YORK HIGHWAY COMMISSION AND JAMES K. RIORDAN DATED 12/24/1928 AND RECORDED 03/07/1929 IN DOCUMENT NO. 275330, DUPAGE COUNTY RECORDS. REFERENCES PARENT PARCEL – DOES NOT AFFECT PROPOSED LEASE NOR PROPOSED EASEMENTS
9. SUBJECT TO RESOLUTION BY THE BOARD OF EDUCATION OF COMMUNITY HIGH SCHOOL DISTRICT 88 DATED 07/10/1963 AND RECORDED 07/19/1963 IN DOCUMENT NO. R63–24588, DUPAGE COUNTY RECORDS. REFERENCES PARENT PARCEL – NOTHING TO PLOT
10. SUBJECT TO PLAT OF DEDICATION FOR A PUBLIC STREET DATED 04/03/1967 AND RECORDED 05/23/1967 IN DOCUMENT NO. R67–16398, DUPAGE COUNTY RECORDS. REFERENCES PARENT PARCEL – ESTABLISHES RIGHT OF WAY OR ARDMORE AVENUE–NOTHING TO PLOT
11. SUBJECT TO EASEMENT GRANT FROM THE BOARD OF EDUCATION OF COMMUNITY HIGH SCHOOL DISTRICT NO. 88 TO VILLAGE OF VILLA PARK DATED 06/23/1980 AND RECORDED 04/09/1981 IN DOCUMENT NO. R81–17872, DUPAGE COUNTY RECORDS. AFFECTS PARENT PARCEL – EASEMENT IS LOCATED 300'± SOUTH OF PROPOSED LEASE AREA

PARENT PARCEL, LEGAL DESCRIPTION (NOT FIELD SURVEYED) PER TITLE

ALL THAT PARCEL OF LAND IN THE IN THE COUNTY OF DU PAGE AND STATE OF ILLINOIS AS MORE FULLY DESCRIBED IN DEED DOCUMENT NUMBER R74–03004 AND BOOK 878 PAGE 65 AND PARCEL # 06–16–401–054, BEING KNOWN AND DESIGNATED AS:

SEE DEED COPIES ATTACHED FOR LEGAL DESCRIPTIONS

LESS AND EXCEPT PROPERTY CONVEYED IN TRUSTEE'S DEED FROM BOARD OF EDUCATION OFCOMMUNITY HIGH SCHOOL DISTRICT NO. 88 TO VILLAGE OF VILLA PARK DATED 07/30/1963 ANDRECORDED 11/21/1963 IN DOCUMENT NO. R63–42858.

LESS AND EXCEPT PROPERTY CONVEYED IN TRUSTEE'S DEED FROM BOARD OF EDUCATION OF COMMUNITY HIGH SCHOOL DISTRICT NO. 88 TO VILLAGE OF VILLA PARK DATED 12/26/1973 AND RECORDED 01/18/1974 IN DOCUMENT NO. R74–03003.

PARCEL NUMBER: 06–16–401–054

BEING THE SAME PROPERTY ACQUIRED BY COUNTY BOARD OF SCHOOL TRUSTEES OF DUPAGE COUNTY, ILLINOIS FOR THE USE OF COMMUNITY HIGH SCHOOL DISTRICT NO. 88 BY DEED OF VILLAGE OF VILLA PARK, AN ILLINOIS MUNICIPAL CORPORATION, DATED 01/14/1974 AND RECORDED 01/18/1974 IN DOCUMENT NUMBER : R74–03004

BEING THE SAME PROPERTY ACQUIRED BY COUNTY BOARD OF SCHOOL TRUSTEES OF DU PAGE COUNTY, ILLINOIS AND THEIR SUCCESSORS IN OFFICE, FOR THE USE OF COMMUNITY HIGH SCHOOL DISTRICT NUMBER 88 BY DEED OF LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, OF CHICAGO, ILLINOIS, AS TRUSTEE UNDER THE PROVISIONS OF A DEED OR DEEDS IN TRUST, DULY RECORDED AND DELIVERED TO SAID BANK IN PURSUANCE OF A TRUST AGREEMENT DATED THE 15TH DAY OF NOVEMBER, 1955 AND KNOWN AS TRUST NO. 18541, DATED 04/29/1957 AND RECORDED 05/01/1957 IN BOOK / PAGE : 878 / 65

PROPOSED LEASE AREA:

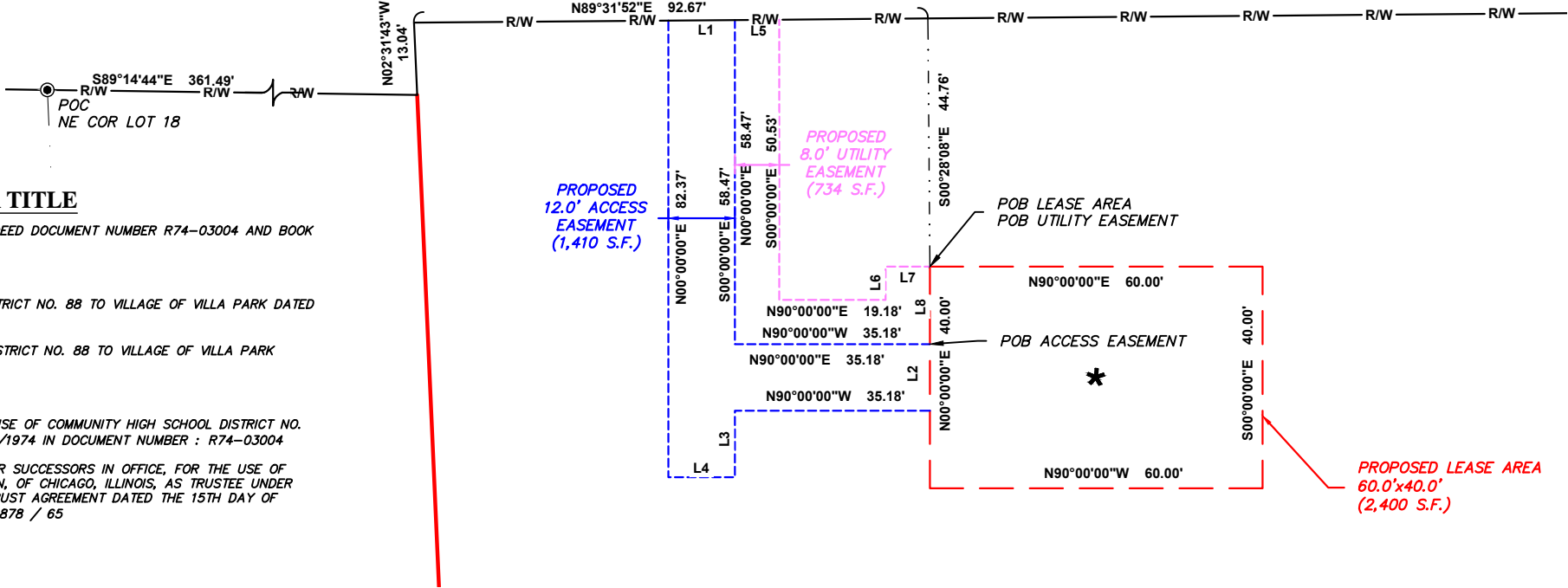
PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING FOR REFERENCE AT A CRIMPED IRON PIPE FOUND ON THE SOUTH RIGHT–OF–WAY LINE OF HIGH RIDGE ROAD AT THE NORTHEAST CORNER OF LOT 18 IN YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 2 ALSO KNOWN A SWESTMORE LANDS; THENCE UPON THE SOUTH RIGHT–OF–WAY LINE OF SAID HIGH RIDGE ROAD, S 89°14'44" E, A DISTANCE OF 361.49 FEET TO THE NORTHEAST CORNER OF LOT 18 OF SAID PLAT; THENCE CONTINUING UPON SAID RIGHT–OF–WAY LINE, N 02°31'43" W, A DISTANCE OF 13.04 FEET; THENCE CONTINUING UPON SAID RIGHT–OF–WAY LINE, N 89°31'52" E, A DISTANCE OF 92.67 FEET; THENCE S 00°28'08" E, A DISTANCE OF 44.76 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; FROM THE POINT OF BEGINNING, THENCE N 90°00'00" E, A DISTANCE OF 60.00 FEET; THENCE S 00°00'00" E, A DISTANCE OF 40.00 FEET; THENCE S 90°00'00" W, A DISTANCE OF 60.00 FEET; THENCE N 00°00'00" E, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2400 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

PROPOSED ACCESS EASEMENT:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING FOR REFERENCE AT A CRIMPED IRON PIPE FOUND ON THE SOUTH RIGHT–OF–WAY LINE OF HIGH RIDGE ROAD AT THE NORTHEAST CORNER OF LOT 18 IN YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 2 ALSO KNOWN A SWESTMORE LANDS; THENCE UPON THE SOUTH RIGHT–OF–WAY LINE OF SAID HIGH RIDGE ROAD, S 89°14'44" E, A DISTANCE OF 361.49 FEET TO THE NORTHEAST CORNER OF LOT 18 OF SAID PLAT; THENCE CONTINUING UPON SAID RIGHT–OF–WAY LINE, N 02°31'43" W, A DISTANCE OF 13.04 FEET; THENCE CONTINUING UPON SAID RIGHT–OF–WAY LINE, N 89°31'52" E, A DISTANCE OF 92.67 FEET; THENCE S 00°28'08" E, A DISTANCE OF 44.76 FEET; THENCE S 00°00'00" E, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; FROM THE POINT OF BEGINNING, THENCE S 00°00'00" E, A DISTANCE OF 12.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 35.18 FEET; THENCE S 00°00'00" E, A DISTANCE OF 12.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 12.00 FEET; THENCE N 00°00'00" W, A DISTANCE OF 82.37 FEET TO THE SOUTH RIGHT–OF–WAY LINE OF HIGH RIDGE ROAD; THENCE UPON SAID RIGHT–OF–WAY LINE, N 89°31'52" E, A DISTANCE OF 12.00 FEET; THENCE S 00°00'00" E, A DISTANCE OF 58.47 FEET; THENCE S 90°00'00" E, A DISTANCE OF 35.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,410 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

PROPOSED UTILITY EASEMENT:

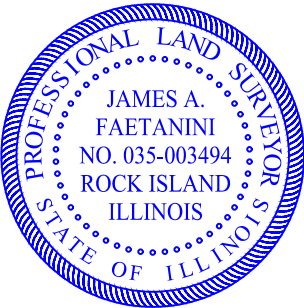
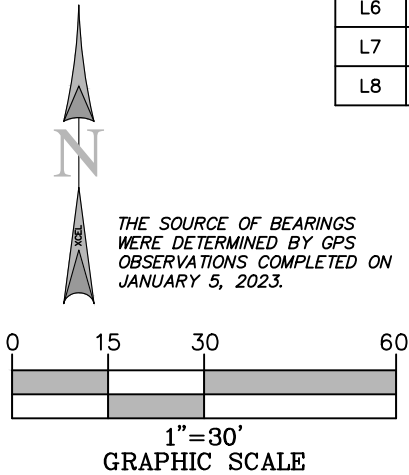
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LINE TABLE		
LINE	LENGTH	BEARING
L1	12.00'	N89°31'52"E
L2	12.00'	S00°00'00"E
L3	12.00'	S00°00'00"E
L4	12.00'	N90°00'00"W
L5	8.00'	N89°31'52"E
L6	6.00'	N00°00'00"E
L7	8.00'	N90°00'00"E
L8	14.00'	S00°00'00"E

LEGEND

- PROPERTY LINE
- ACCESS EASEMENT
- UTILITY EASEMENT
- LEASE AREA
- RIGHT OF WAY LINE
- CENTERLINE OF TOWER LOCATION



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James A Faetanini
JANUARY 26, 2023

JAMES A. FAETANINI
LICENSE NUMBER 035–003494
MY LICENSE RENEWAL DATE IS NOVEMBER 30, 2024
SHEETS COVERED BY THIS SEAL B–1, B–1.1, B–1.2, AND B–1.3

PREPARED FOR:



PREPARED FOR:



SURVEYED BY:



XCEL PROJECT NUMBER: 224443

SITE SURVEY

REV.	DATE	DESCRIPTION

SITE INFORMATION:

VILLA PARK

307 W HIGHRIDGE ROAD
VILLA PARK, IL 60181
DUPAGE COUNTY

TAX PARCEL NUMBER:
0616401054

PROPERTY OWNER:
SCHOOL DISTRICT 88
1250 S ARDMORE
VILLA PARK, IL 60181

SITE NUMBER:
IL0378

DRAWN BY: KJM
CHECKED BY: BCH
SURVEY DATE: 1/5/2023
PLAT DATE: 1/26/2023

SHEET TITLE:

SITE SURVEY

THIS DOES NOT REPRESENT A
BOUNDARY SURVEY OF THE
PARENT PARCEL

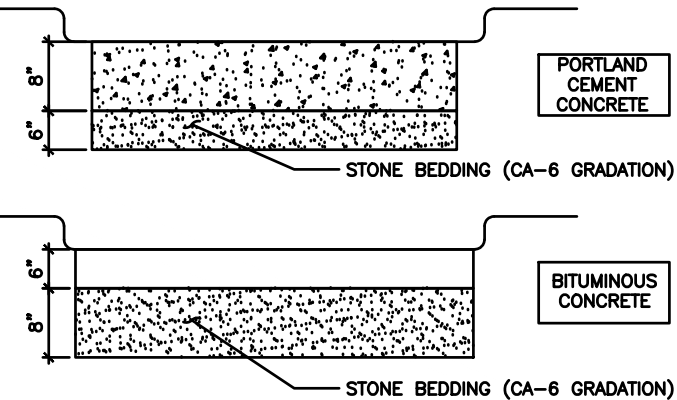
SHEET NUMBER:

B-1.3

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

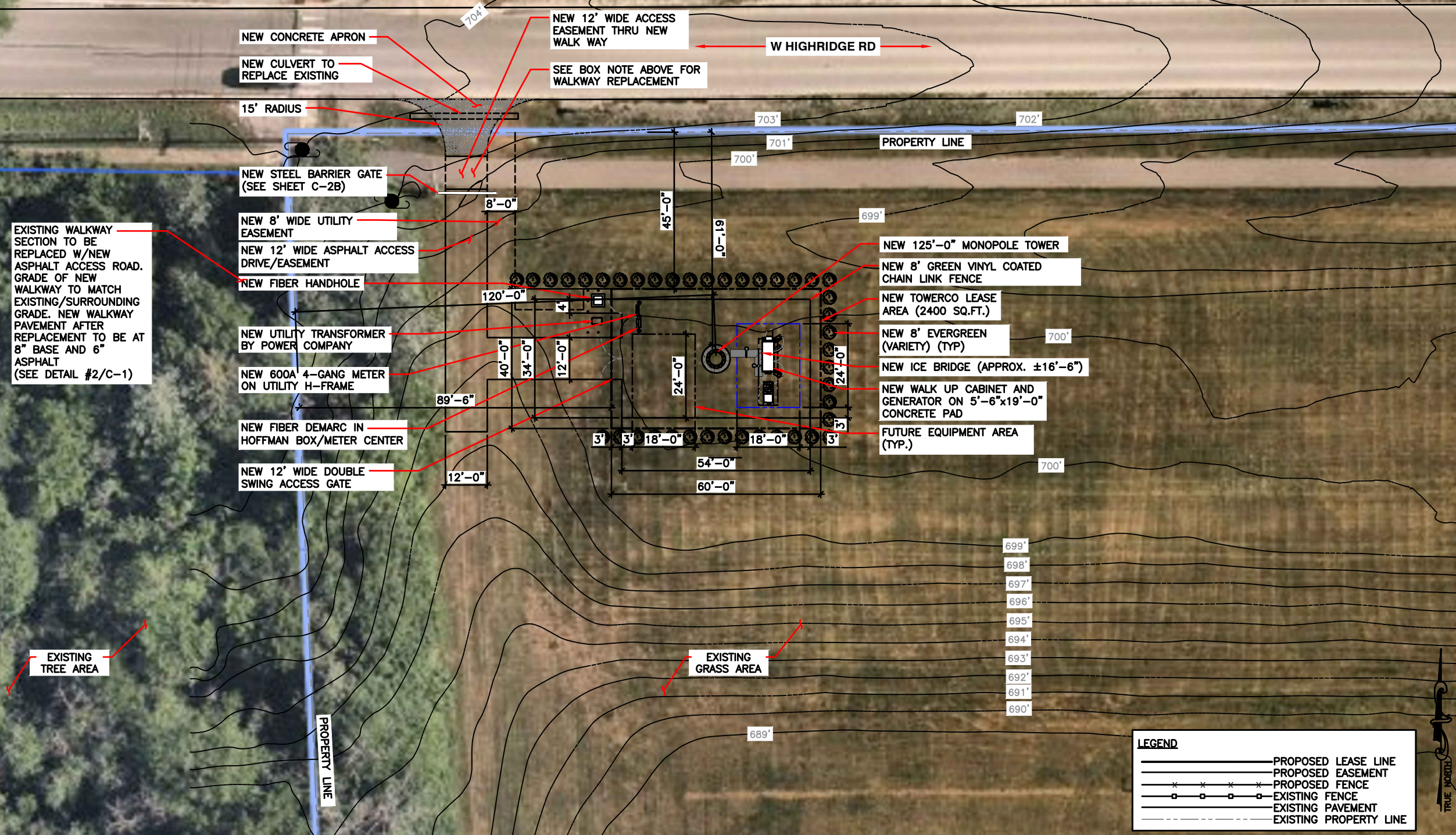
NOTE:
EXISTING WALKWAY SECTION TO BE REPLACED
W/NEW ASPHALT ACCESS ROAD. GRADE OF NEW
WALKWAY TO MATCH EXISTING/SURROUNDING GRADE.
NEW WALKWAY PAVEMENT AFTER REPLACEMENT TO
BE AT 8" BASE AND 6" ASPHALT
(SEE DETAIL #2/C-1)

GENERAL NOTES:
1. CURBING AND PROTECTION
FOR IDOT SPECS AS
APPROVED BY THE
VILLAGE ENGINEER.
2. ALL STONE BEDDING
SHALL BE MECHANICALLY
COMPACTED.



TYPICAL DRIVEWAY APPROACH

SCALE
N.T.S. 2



OVERALL SITE PLAN

SCALE: 1/16" = 1'-0" (24x36)
(OR) 1/32" = 1'-0" (11x17)

1



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EMAIL : JBANKS@WESTCHESTERSERVICES.COM

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DRAWN BY: MN
CHECKED BY: —

REV	DATE	DESCRIPTION
0	02/28/23	FOR PERMIT
1	04/28/23	FOR PERMIT
2	06/14/23	FOR PERMIT

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF ILLINOIS

John M. Banks
BANKS
001-014586
LICENSED ARCHITECT

EXP DATE: 11/30/24

TOWERCO SITE ID: IL0378
AT&T SITE# IL2777 - 11678323
AT&T SITE NAME: VILLA PARK

SITE ADDRESS:
1250 S. ARDMORE AVENUE
VILLA PARK, IL 60181

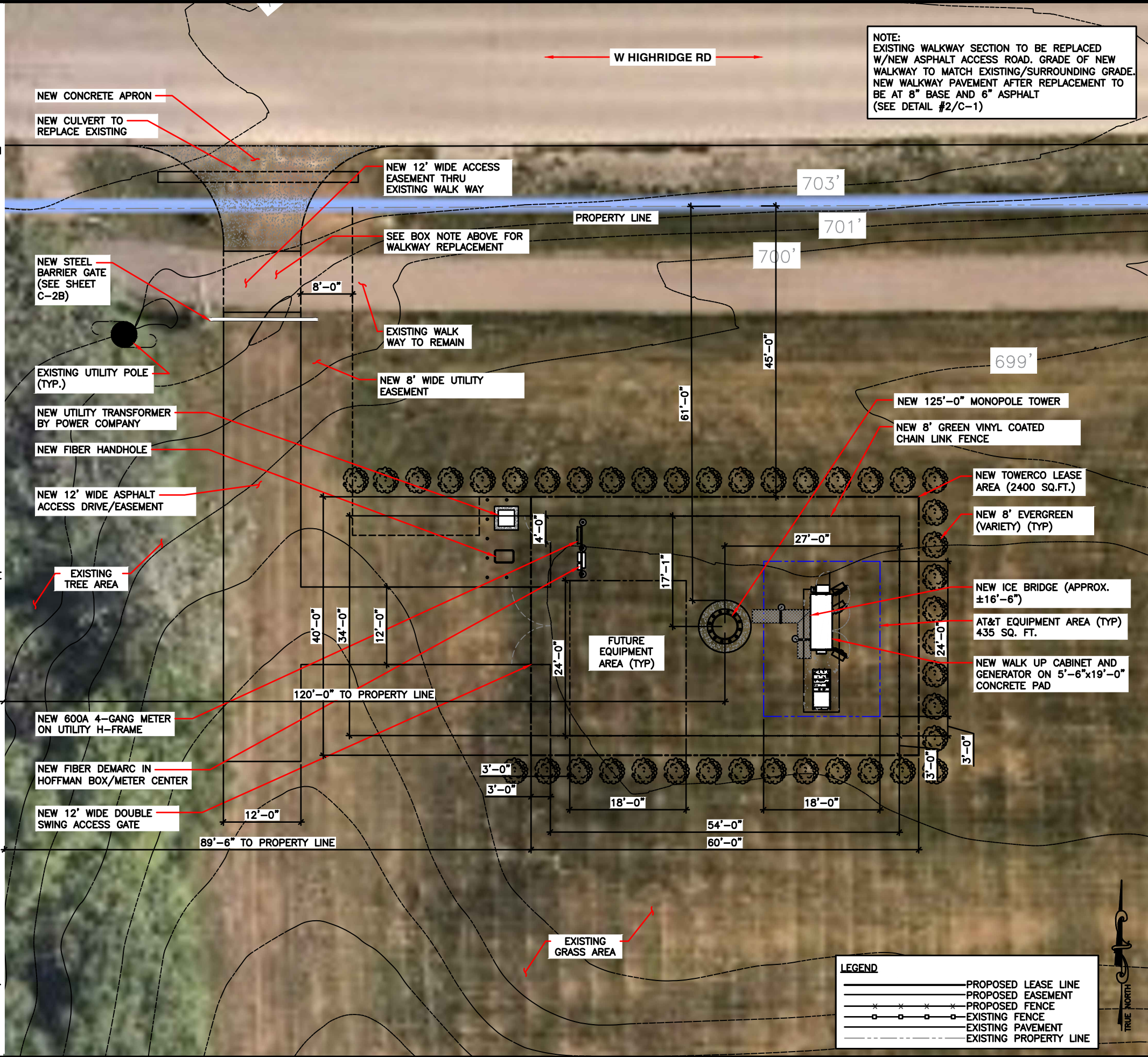
SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C-1

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GENERAL NOTES

1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
4. THE CONTRACTOR SHALL NOTIFY THE TOWERCO CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
6. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
7. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
8. CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES AND NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT PRIOR TO EXCAVATION AT SITE.
9. ANY UNDERGROUND UTILITIES OR STRUCTURES THAT EXIST BENEATH THE PROJECT AREA, CONTRACTOR MUST LOCATE IT AND CONTACT THE APPLICANT & THE OWNER'S REPRESENTATIVE.
10. NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
11. THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
12. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
13. POWER TO THE FACILITY WILL BE MONITORED BY A SEPARATE METER.
14. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR THIS INSTALLATION.
15. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
16. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
MAXIMUM SOIL LIFTS:
JUMPING JACK - 3"
CROWS FOOT TRENCH ROLLER - 6"
HOE OPERATED VIBRATORY PLATE - 8"
WHEELED VIBRATORY SOIL COMPACTOR - 12"
*LIFT HEIGHTS MAY NEED TO BE ADJUSTED DEPENDING ON SOIL TYPES AND MOISTURE CONTENT.
17. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY UTILITY OWNER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
18. THE AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITY SHALL BE GRADED AND RESTORED PER CODE/LANDLORD REQUIREMENTS (REFER TO GRADING PLAN).
19. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL, AND COORDINATED WITH THE MUNICIPALITY.
20. UTILITY WARNING TAPE SHALL BE PLACED ABOVE ALL NEW CONDUITS AT MAX 18" DEPTH BELOW GRADE.



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1	04/28/23	FOR PERMIT
2	06/14/23	FOR PERMIT

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF ILLINOIS

John M. Banks
BANKS
001-014586
LICENSED ARCHITECT

EXP DATE: 11/30/24

TOWERCO SITE ID: IL0378
AT&T SITE# IL2777 - 11678323
AT&T SITE NAME: VILLA PARK

SITE ADDRESS:
1250 S. ARDMORE AVENUE
VILLA PARK, IL 60181

SHEET TITLE
ENLARGED SITE PLAN

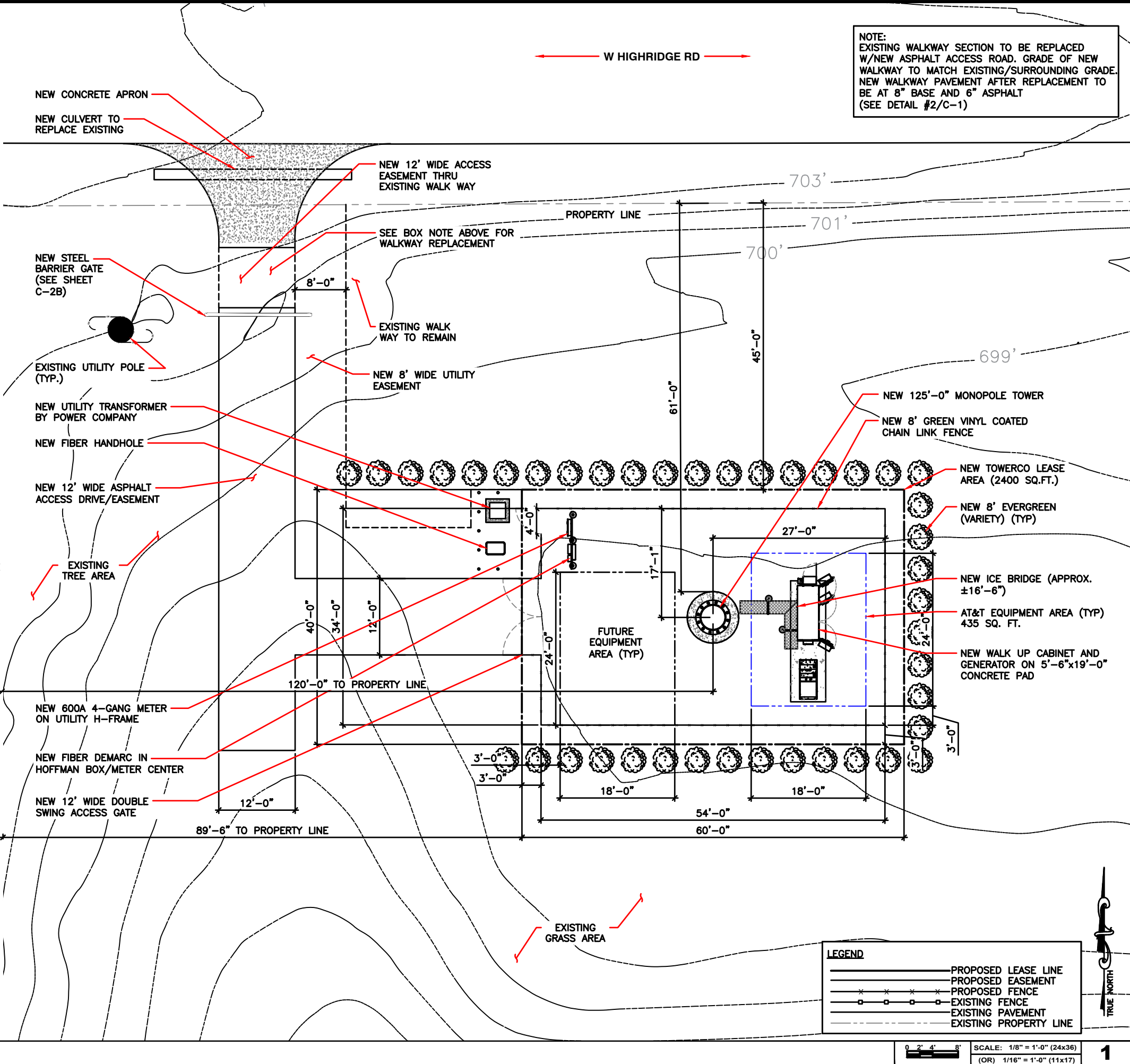
SHEET NUMBER
C-2

ENLARGED SITE PLAN

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

GENERAL NOTES

1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
4. THE CONTRACTOR SHALL NOTIFY THE TOWERCO CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
6. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
7. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
8. CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES AND NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT PRIOR TO EXCAVATION AT SITE.
9. ANY UNDERGROUND UTILITIES OR STRUCTURES THAT EXIST BENEATH THE PROJECT AREA, CONTRACTOR MUST LOCATE IT AND CONTACT THE APPLICANT & THE OWNER'S REPRESENTATIVE.
10. NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
11. THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
12. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
13. POWER TO THE FACILITY WILL BE MONITORED BY A SEPARATE METER.
14. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR THIS INSTALLATION.
15. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
16. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
MAXIMUM SOIL LIFTS:
JUMPING JACK - 3"
CROWS FOOT TRENCH ROLLER - 6"
HOE OPERATED VIBRATORY PLATE - 8"
WHEELED VIBRATORY SOIL COMPACTOR - 12"
*LIFT HEIGHTS MAY NEED TO BE ADJUSTED DEPENDING ON SOIL TYPES AND MOISTURE CONTENT.
17. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY UTILITY OWNER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
18. THE AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITY SHALL BE GRADED AND RESTORED PER CODE/LANDLORD REQUIREMENTS (REFER TO GRADING PLAN).
19. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL, AND COORDINATED WITH THE MUNICIPALITY.
20. UTILITY WARNING TAPE SHALL BE PLACED ABOVE ALL NEW CONDUITS AT MAX 18" DEPTH BELOW GRADE.



NOTE:
EXISTING WALKWAY SECTION TO BE REPLACED
W/NEW ASPHALT ACCESS ROAD. GRADE OF NEW
WALKWAY TO MATCH EXISTING/SURROUNDING GRADE.
NEW WALKWAY PAVEMENT AFTER REPLACEMENT TO
BE AT 8" BASE AND 6" ASPHALT
(SEE DETAIL #2/C-1)



JOHN M. BANKS
ARCHITECT
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847-277-0070
FAX : 847-277-0080
EMAIL: JBANKS@WESTCHESTERSERVICES.COM

WESTCHESTER
SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

DRAWN BY: MN
CHECKED BY: —

REV	DATE	DESCRIPTION
0	02/28/23	FOR PERMIT
1	04/28/23	FOR PERMIT
2	06/14/23	FOR PERMIT

I HEREBY CERTIFY THAT THESE PLANS WERE
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John M. Banks
BANKS
001-014586
LICENSED ARCHITECT

EXP DATE: 11/30/24

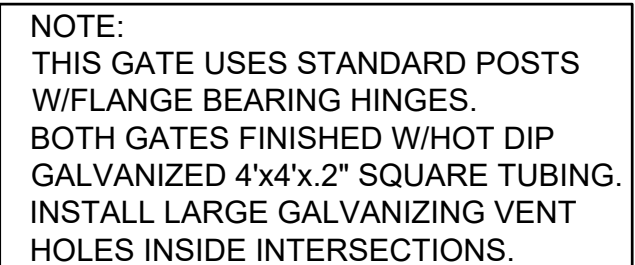
TOWERCO SITE ID: IL0378
AT&T SITE# IL2777 - 11678323
AT&T SITE NAME: VILLA PARK

SITE ADDRESS:
1250 S. ARDMORE AVENUE
VILLA PARK, IL 60181

SHEET TITLE
**ENLARGED SITE
PLAN**

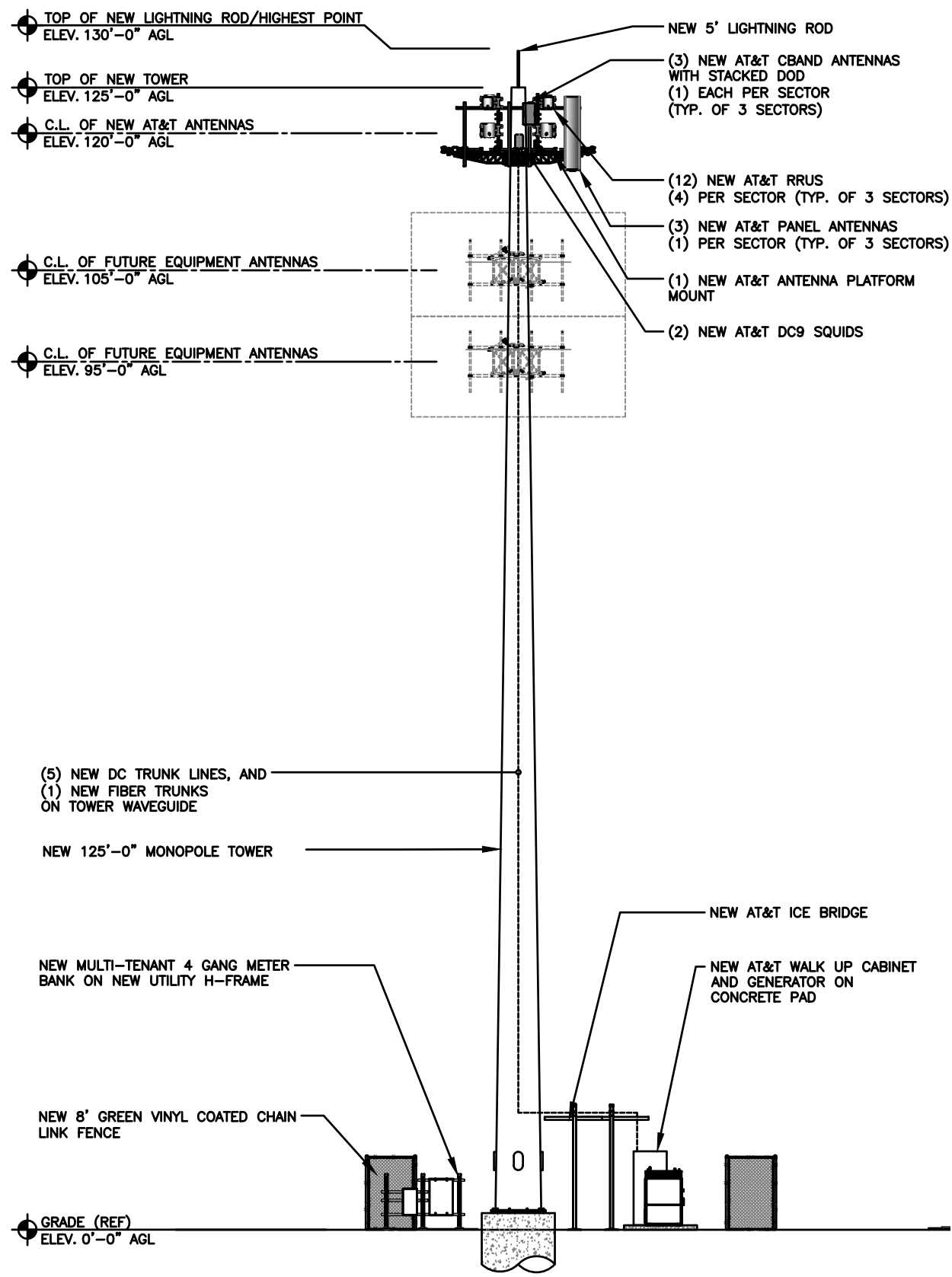
SHEET NUMBER
C-2A

ENLARGED SITE PLAN



THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

SOUTH ELEVATION



NOTE:
TOWER STRUCTURAL ANALYSIS AND DESIGN BY OTHERS
TOWER FOUNDATION ANALYSIS AND DESIGN BY OTHERS

NOTE:
GENERAL CONTRACTOR SHALL MAKE SURE
SAFETY CLIMB IS 100% FREE OF CABLES AND
MOUNTS AFTER INSTALL IS COMPLETE.



TowerCo
5000 VALLEYSTONE DRIVE
SUITE 200
CARY, NC 27519

JOHN M. BANKS
ARCHITECT
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847-277-0070
FAX : 847-277-0080
EMAIL :JBANKS@WESTCHESTERSERVICES.COM



WESTCHESTER
SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

DRAWN BY: MN

CHECKED BY: —

REV	DATE	DESCRIPTION
0	02/28/23	FOR PERMIT
1	04/28/23	FOR PERMIT
2	06/14/23	FOR PERMIT

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JOHN M. BANKS
001-014586
LICENSED ARCHITECT

EXP DATE: 11/30/24

TOWERCO SITE ID: IL0378
AT&T SITE# IL2777 - 11678323
AT&T SITE NAME: VILLA PARK

SITE ADDRESS:
1250 S. ARDMORE AVENUE
VILLA PARK, IL 60181

SHEET TITLE

ELEVATION

SHEET NUMBER

C-3

SCALE

N.T.S.

1



MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: September 11, 2023
SUBJECT: An Ordinance Approving Special Uses, Variations, and a Final Plat of Subdivision at 320 E Wildwood Ave (Lion's Park)

RECOMMENDED ACTION:

The Petitioner is seeking approval of Special Uses for Community Center, Parks and Recreation, and Government Facility and to request Variations from Table 2-3 of Article 2, Section 2.3. – Lot and Building Regulations, Article 7, Section 7.6. – Location and Use of Parking Areas, and Article 9, Section 9.1.5. – Landscape and Screening Requirements of the Zoning Ordinance. Additionally, the Petitioner is requesting approval of a Final Plat of Subdivision. The Planning and Zoning Commission held a public hearing on August 10, 2023 where they recommended approval of all requests by a vote of 8-0.

BACKGROUND:

Approve an Ordinance for Petition PZ-23-10 for Special Uses for Community Center, Government Facility, and Parks & Recreation, Variations from Table 2-3 of Article 2 Section 2.3. – Lot and Building Regulations of the Zoning Ordinance to increase the allowed maximum building height from 28' to 36.5', to reduce the minimum front yard setback requirement from 30' to 20.6', a Variation from Article 7, Section 7.6. – Location and Use of Parking Areas and from Section 7.7. – Parking in R Districts to allow parking in the street yard, a Variation from Article 9, Section 9.1.5. – Landscape and Screening Requirements to reduce the required parking lot landscape buffer area from 7' to 4', and a Final Plat of Subdivision.

DISCUSSION:

The Subject Property is the location of the existing Lions Community Center. The Village of Villa Park received funding for a new Community Recreation Building and has begun the demolition of the old building. The Petitioner has also submitted a Plat of Subdivision to consolidate the two parcels into a single lot and to vacate the Myrtle Ave right-of-way. The Zoning Ordinance specifically allows for Variation petitions in order to grant relief to a property owner from strict compliance with the regulations of the Zoning Ordinance. Variations are intended to help alleviate a practical difficulty or particular hardship that would be caused by the literal enforcement of the subject ordinance requirements and are site specific. This project is extremely limited due to its zoning district, RS-7.5. It is the second strictest zoning district in the Village and is meant for detached single-dwelling units.

The project's scope is highly limited due to the Lot and Building Regulations of RS-7.5. The Zoning Ordinance also specifically allows for a right to request a Special Use for Community Center, Parks and Recreation, and Government Facility in the RS-7.5 Zoning District per Table 6-1: Use Table. The three uses are all appropriate for the location of the Subject Property. All three uses have been established on the Subject Property, but will lose non-conforming status during the redevelopment process. The Planning and Zoning Commission held a public hearing on August 10, 2023 where they recommended approval of all requests 8-0.

Ordinance No. __

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS,
GRANTING A SPECIAL USE, VARIATIONS AND FINAL PLAT OF SUBDIVISION
APPROVAL FOR THE PROPERTY LOCATED AT 320 E WILDWOOD, VILLA PARK
(LIONS PARK RECREATION CENTER)**

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 have done so pursuant to the adoption of the Zoning Ordinance of the Village of Villa Park, Illinois, as set forth in Appendix C of the Village Code (“Zoning Ordinance”); 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 Ordinance; and,

WHEREAS, the corporate authorities of the Village have also adopted regulations regarding the subdivision and consolidation of parcels of land in the Village, as set forth in Article II, entitled “Subdivision Regulations”, of Appendix B of the Village Code (hereinafter the “Subdivision Regulations”); and,

WHEREAS, the Village of Villa Park (“Petitioner”), applied for and is seeking approval of a special use for a Community Center, Parks and Recreation, and Government Facility, along with certain variations related to lot and building regulations, location and use of parking areas, and landscape and screening requirements, and a final plat of subdivision, to allow for the construction of a community recreation center on the property located at 320 E. Wildwood, Villa Park, Illinois, (the “Subject Property”) and legally described in Section 2 of this Ordinance; and

WHEREAS, after publication of notice thereof, as provided by law, the Planning and Zoning Commission (“PZC”) of the Village of Villa Park conducted a public hearing on August 10, 2023, regarding Petitioner’s application; and

WHEREAS, after hearing all testimony and public comment and consideration of all evidence presented at the hearing regarding said application, the PZC of the Village of Villa Park voted with eight (8) in favor and none opposed to recommend approval of the Petitioner's application for a special use permit to allow for a Community Center, Parks and Recreation, and Government Facility along with the requested variations related to lot and building regulations, location and use of parking areas, and landscape and screening requirements, and a Final Plat of Subdivision, for the Subject Property; and

WHEREAS, the PZC 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 PZC; and

WHEREAS, the Corporate Authorities of the Village accept the findings and recommendation of the PZC and have determined that all applicable requirements of Section 11.4 and 11.5 of the Zoning Ordinance have been met and it is advisable, necessary and in the public interest to approve a special use for the Subject Property, along with associated variations and final plat of subdivision approval.

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 by reference as though fully set forth herein.

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

LOTS 7, 8, 9, 10, 11 AND 12 AND THE WEST 150 FEET OF LOT 17 IN BLOCK 2; AND
LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 IN BLOCK 3 IN CALHOUN'S SECOND
ADDITION TO VILLA PARK, A SUBDIVISION OF PART OF THE NORTHWEST
QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF
RECORDED FEBRUARY 23, 1923, IN BOOK 10 OF PLATS AS DOCUMENT 163013
IN DUPAGE COUNTY, ILLINOIS.

AND

LOT 73 IN CHARLES R LANDON'S ADDITION TO VILLA PARK, A SUBDIVISION
IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE
11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS

AND

THAT PART OF ASSUMED VACATED S. MYRTLE AVENUE LAYING NORTH OF THE SOUTH LINE OF LOT 7 IN BLOCK IN CALHOUN'S SECOND ADDITION TO VILLA PARK, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 23, 1923, IN BOOK 10 OF PLATS AS DOCUMENT 163013 IN DUPAGE COUNTY, ILLINOIS.

The property is commonly known 320 E. Wildwood, Villa Park, IL 60181

Section 3: A special use is approved for the Subject Property to allow for a Community Center, Parks and Recreation, and Government Facility.

Section 4: The Corporate Authorities adopt the following findings of facts with respect to the requested variations for the Subject Property:

- Unique or special characteristic of the property itself or strict compliance with the Zoning Ordinance creates a practical difficulty or hardship which warrants site specific relief, per Section 11.5.1 of the Zoning Ordinance.

The Zoning Ordinance specifically allows for Variation petitions in order to grant relief to a property owner from strict compliance with the regulations of the Zoning Ordinance. Variations are intended to help alleviate a practical difficulty or particular hardship that would be caused by the literal enforcement of the subject ordinance requirements and are site specific. This project is extremely limited due to its zoning district, RS-7.5. It is the second strictest zoning district in the Village and is meant for detached single-dwelling units. The project's scope is highly limited due to the Lot and Building Regulations of RS-7.5. The Zoning Ordinance also specifically allows for a right to request a Special Use for Community Center, Parks and Recreation, and Government Facility in the RS-7.5 Zoning District per Table 6-1: Use Table. The three uses are all appropriate for the location of the Subject Property. All three uses have been established on the Subject Property, but will lose non-conforming status during the redevelopment process.

Section 5: The following variations from the Zoning Ordinance of the Village of Villa Park are hereby granted for the Subject Property:

- (1) Variation from Section 2.3. of Article 2 as set forth in *Table 2-3: Lot and Building Regulations (R Districts)* of the Zoning Ordinance to permit a maximum building height of 36.5 feet, where 28 feet is allowed; and,
- (2) Variation from Section 2.3. of Article 2 as set forth in *Table 2-3: Lot and Building Regulations (R Districts)* of the Zoning Ordinance to allow for a front yard setback of 20.6 feet where 30 feet is required; and,
- (3) Variations from Section 7.6. (Location and Use of Parking Areas) and from Section 7.7. (Parking in R Districts) of Article 7 to allow parking in the street yard; and

- (4) Variation from Section 9.1.5. (Landscape and Screening Requirements) of Article 9 to allow for a parking lot landscape buffer area of 4 feet when 7 feet is required.

Section 6: The Village President and Board of Trustees of the Village of Villa Park find that the Final Plat of Subdivision of Lions Recreation Center (“Plat”), identified as Exhibit “A” attached hereto and made a part hereof, is in acceptable form, conforms to the Subdivision Regulations and that the preliminary and final Plat be and is hereby approved, and the Village President and Village Clerk, along with all other required Village officials, are hereby authorized and directed to execute said final Plat, upon receipt of the mylar and the prior signatures of all other required parties.

Section 7: All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed

Section 8: That this Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed this ____ day of _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this ____ day of _____, 2023.

Nick Cuzzone, Village President

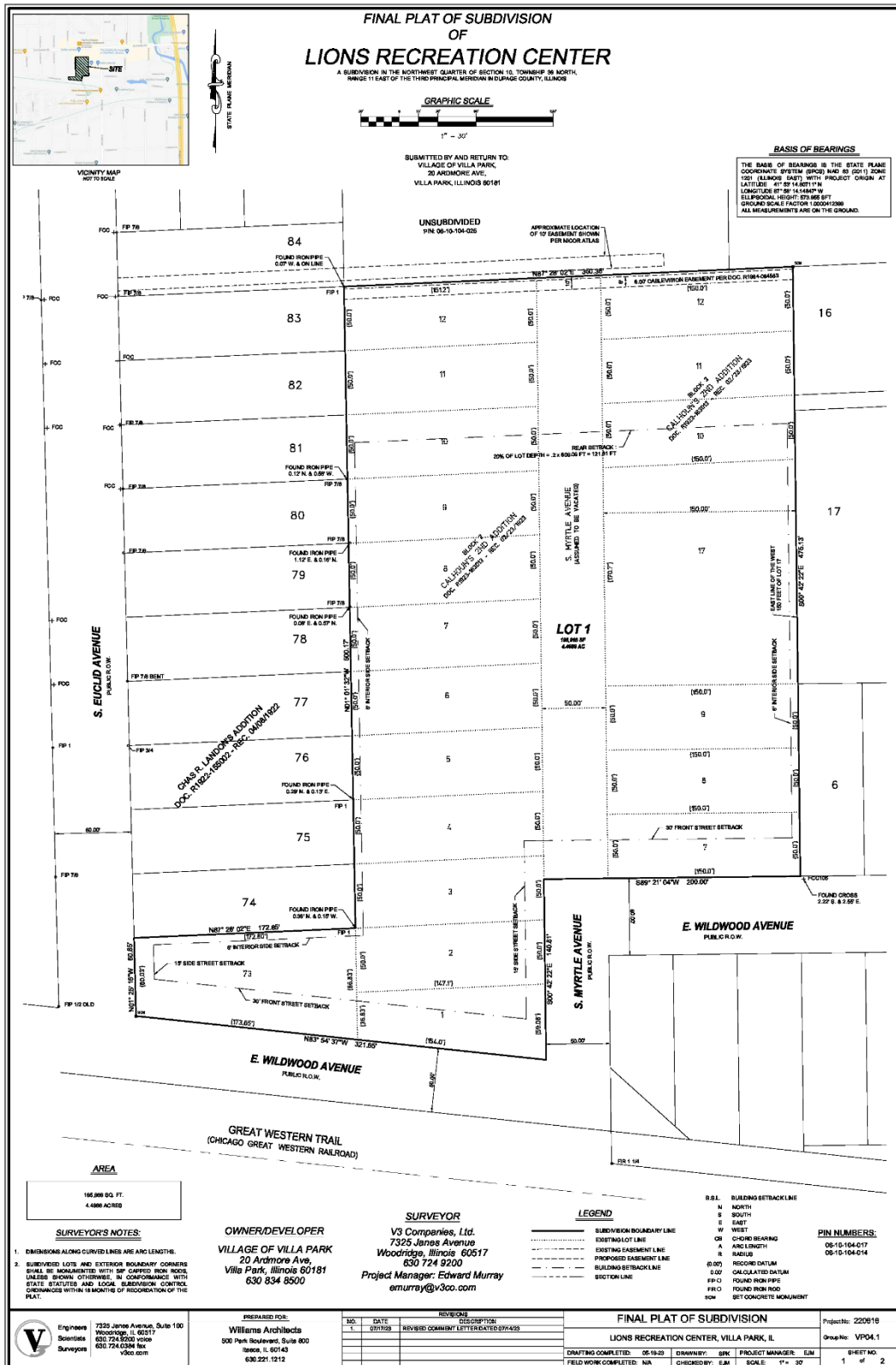
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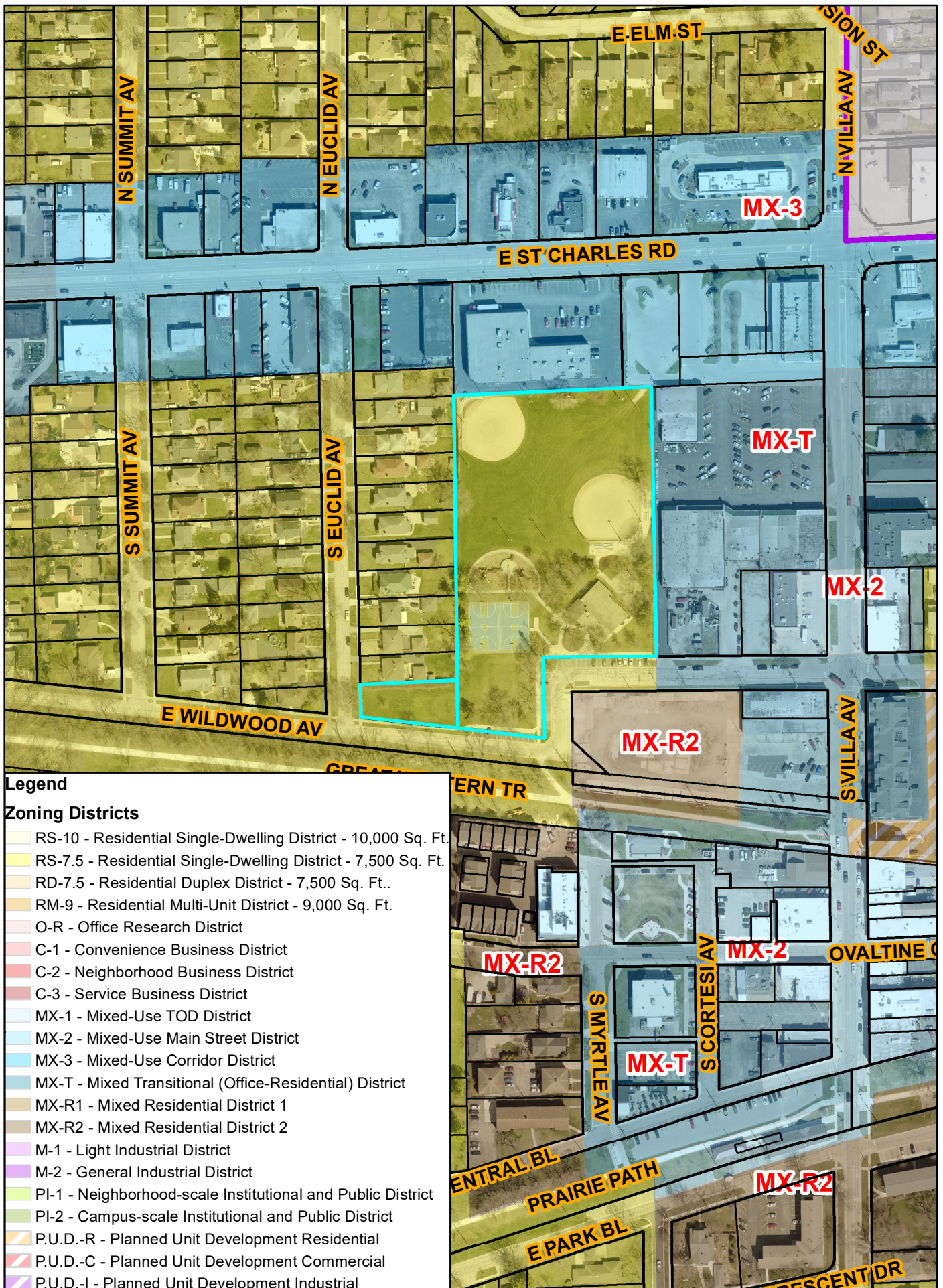
Hosanna Korynecky, Village Clerk

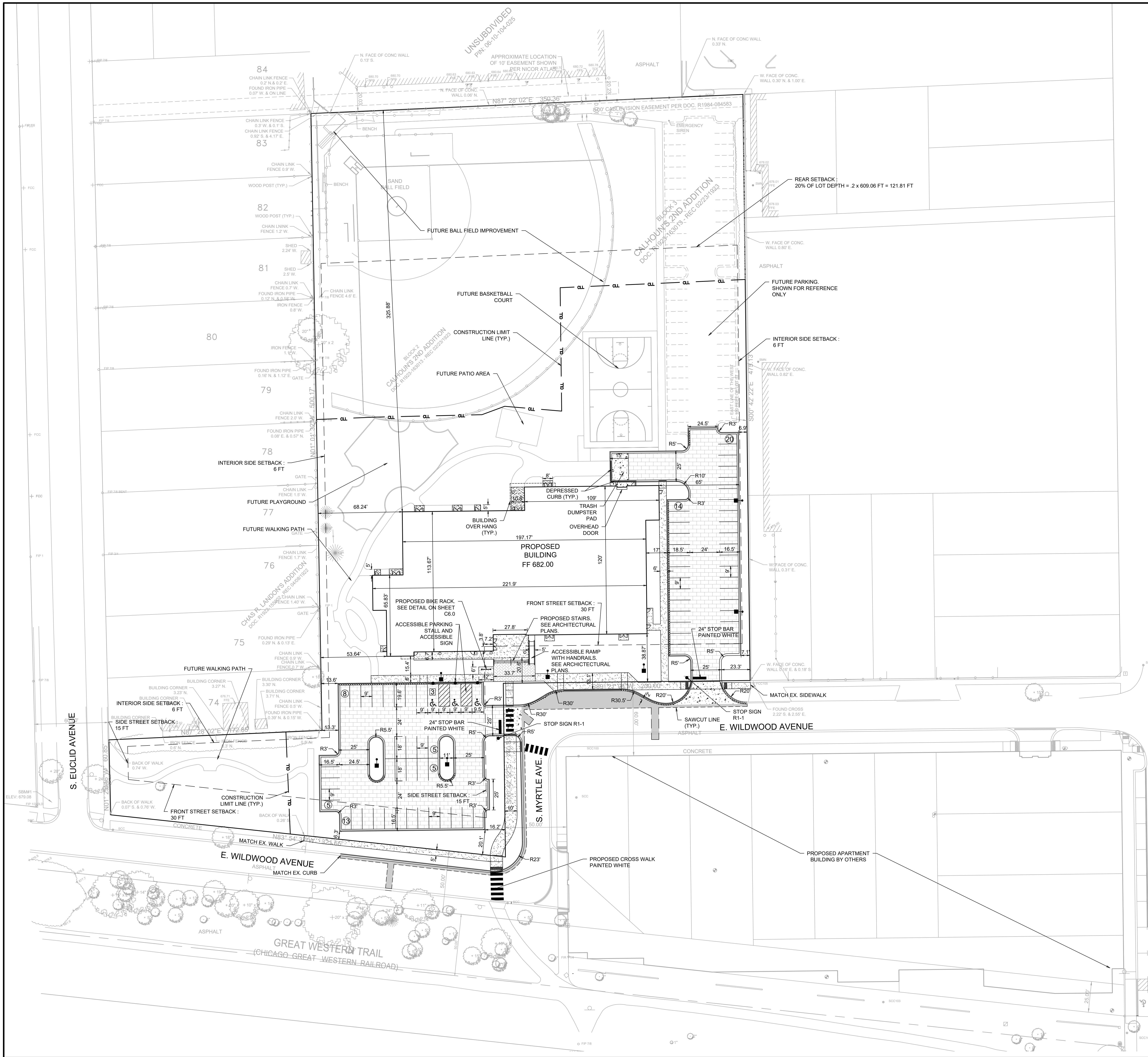
Published in pamphlet form:

_____, 2023

EXHIBIT "A"







- NOTES:**
1. ALL DIMENSIONS SHOWN ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
 2. ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED YELLOW UNLESS OTHERWISE NOTED.
 3. BUILDING DIMENSIONS ARE TO OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
 4. ALL CURB AND GUTTER SHALL BE B6.12 UNLESS OTHERWISE NOTED.

PAVING LEGEND

HEAVY DUTY HMA PAVEMENT

2" HMA SURFACE COURSE, MIX C, N50
4" HMA BINDER COURSE, IL-19, N50
8" AGGREGATE BASE COURSE - CA6

HEAVY DUTY CONC PAVEMENT

6" P.C. CONCRETE PAVEMENT WITH
(6X6/W2.9=W2.9) W.W.F.
8" AGGREGATE BASE COURSE - CA6

CONCRETE SIDEWALK

5" P.C. CONCRETE PAVEMENT
4" AGGREGATE BASE COURSE - CA6

PERMEABLE PAVERS (HEAVY DUTY)

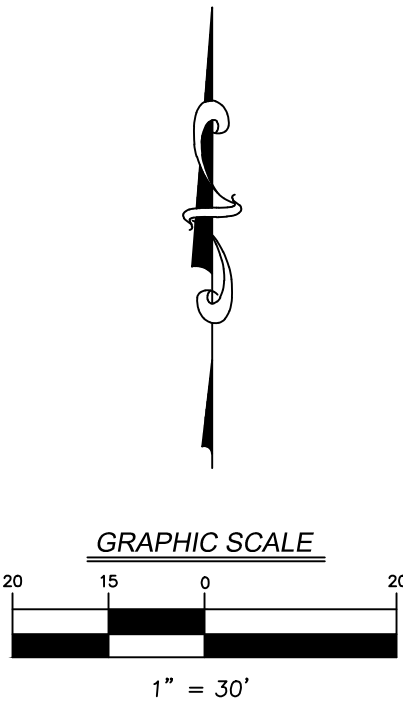
UNILOC ECO-PRIOR PERMEABLE PAVER
OR APPROVED EQUAL
2" AGGREGATE BASE COURSE - CA-16
7" AGGREGATE BASE COURSE - CA-7
12" AGGREGATE BASE COURSE - CA-1

PERMEABLE PAVERS (PEDESTRIAN)

3 1/2" PERMEABLE CONCRETE PAVER
1.5" AGGREGATE BASE COURSE - CA-16
4" AGGREGATE BASE COURSE - CA-7
6" AGGREGATE BASE COURSE - CA-1

PARKING SUMMARY

PROVIDED STALLS	
STANDARD STALLS PROVIDED	= 70
ACCESSIBLE STALLS PROVIDED	= 3
TOTAL PARKING PROVIDED	= 73



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Williams Associates/Architects, Ltd.

7322 Janes Avenue
Chicago, IL 60617
630.724.8200
www.w3co.com

**LIONS RECREATION CENTER
VILLAGE OF VILLA PARK
320 EAST WILDWOOD AVENUE
VILLA PARK, ILLINOIS 60181**

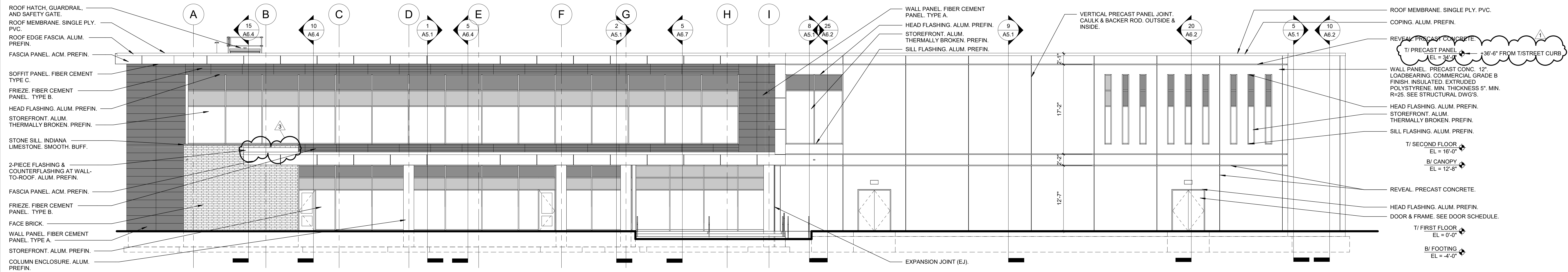
REVISIONS		
NO.	DATE	DESCRIPTION
1	07 JUNE 2023	WORK PACKAGE #2 / ISSUE FOR BID
2	19 JULY 2023	PER ZONING COMMENTS

WILLIAMS ARCHITECTS
ARCHITECTURE PLANNING / INTERIORS

320 East Wildwood Avenue
Villa Park, IL 60181
Phone 630-221-1212 / Fax 630-221-1220

DRAWING TITLE:	
SITE LAYOUT AND PAVING PLAN	

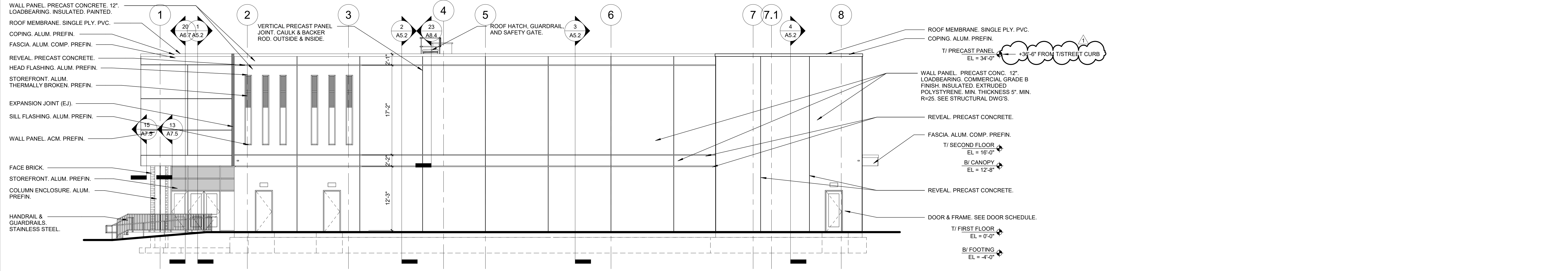
DRAWING NO.	
C3.0	



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

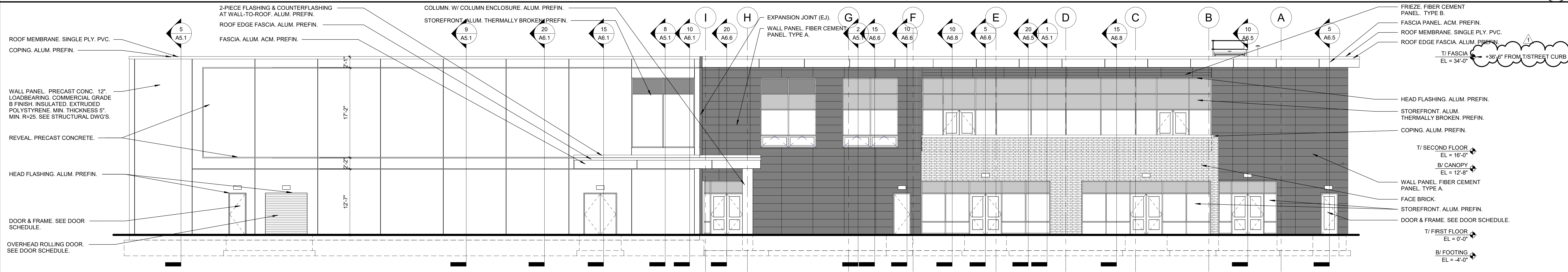
1



EAST ELEVATION

SCALE: 1/8" = 1'-0"

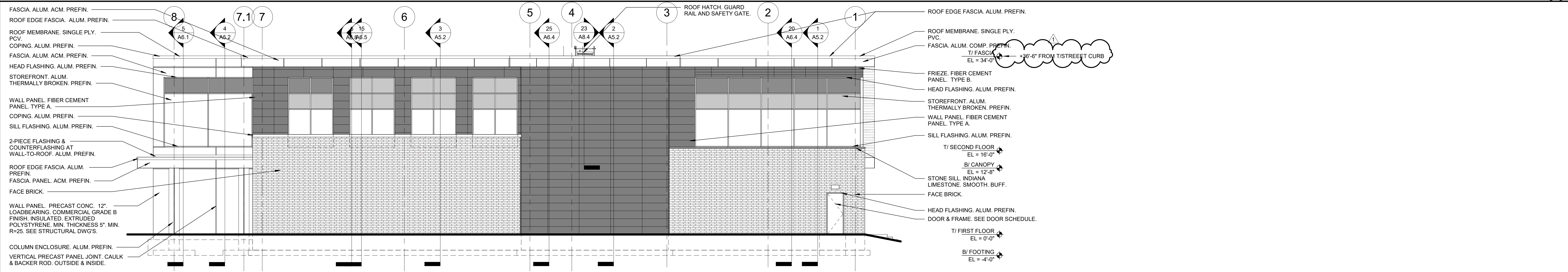
2



NORTH ELEVATION

SCALE: 1/8" = 1'-0"

3



WEST ELEVATION

SCALE: 1/8" = 1'-0"

4

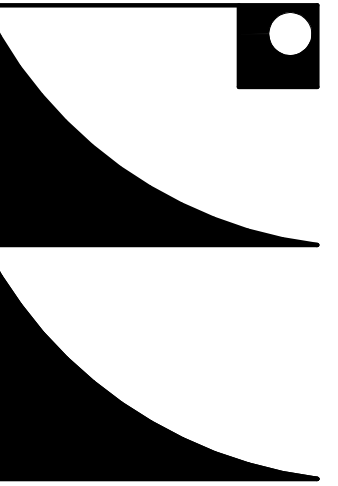
LIONS COMMUNITY CENTER
VILLAGE OF VILLA PARK
320 EAST WILDWOOD AVENUE
VILLA PARK, ILLINOIS 60181

WA No.	2021-1003
Date	2023-06-07
Drawn	LJO/AS
Checked	AC

NO.	DATE	DESCRIPTION
1	10 JUNE 2023	PERMITS SUBMISSION
2	15 JUNE 2023	PERMITS SUBMISSION REVISIONS
3	21 JULY 2023	WORK PACKAGE #2 ADDENDUM 3

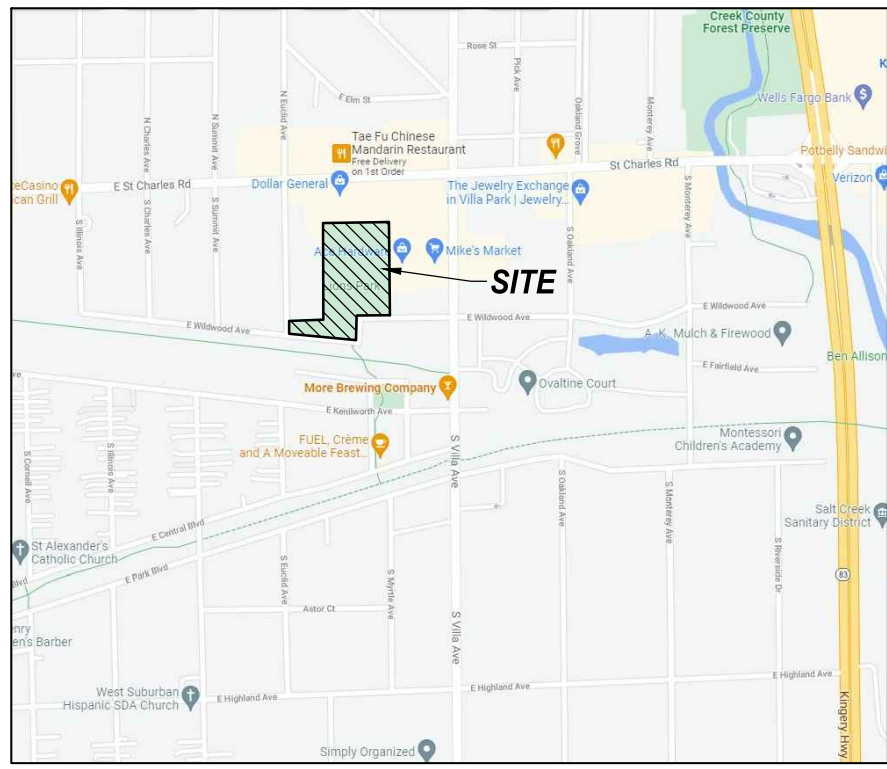
NO.	DATE	DESCRIPTION
1	10 JUNE 2023	PERMITS SUBMISSION
2	15 JUNE 2023	PERMITS SUBMISSION REVISIONS
3	21 JULY 2023	WORK PACKAGE #2 ADDENDUM 3

WILLIAMS
ARCHITECTS
ARCHITECTURE | PLANNING | INTERIORS
500 Park Boulevard, Suite 800, Itasca, IL 60143
Phone 630-221-1212 / Fax 630-221-1220



BUILDING
ELEVATIONS

A4.1

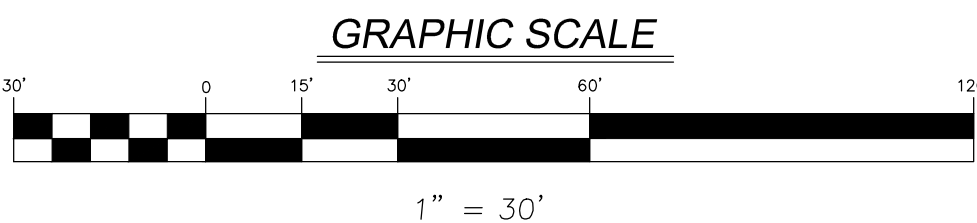


VICINITY MAP
NOT TO SCALE



FINAL PLAT OF SUBDIVISION OF LIONS RECREATION CENTER

A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH,
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS



SUBMITTED BY AND RETURN TO:
VILLAGE OF VILLA PARK,
20 ARDMORE AVE,
VILLA PARK, ILLINOIS 60181

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE STATE PLANE
COORDINATE SYSTEM (SPCS) NAD 83 (2011) ZONE
1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT
LATITUDE 41° 53' 14.80711" N
LONGITUDE 87° 58' 14.14847" W
ELLIPSOIDAL HEIGHT: 573.955 SFT
GROUND SCALE FACTOR 1.0000412399
ALL MEASUREMENTS ARE ON THE GROUND.



AREA

195,969 SQ. FT.
4.4988 ACRES

SURVEYOR'S NOTES:

- DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS.
- SUBDIVIDED LOTS AND EXTERIOR BOUNDARY CORNERS SHALL BE MONUMENTED WITH 5/8" CAPPED IRON RODS, UNLESS SHOWN OTHERWISE, IN CONFORMANCE WITH STATE STATUTES AND LOCAL SUBDIVISION CONTROL ORDINANCES WITHIN 18 MONTHS OF RECORDATION OF THE PLAT.

OWNER/DEVELOPER

VILLAGE OF VILLA PARK
20 Ardmore Ave,
Villa Park, Illinois 60181
630 834 8500

SURVEYOR

V3 Companies, Ltd.
7325 Janes Avenue
Woodridge, Illinois 60517
630 724 9200
Project Manager: Edward Murray
emurray@v3co.com

LEGEND

- SUBDIVISION BOUNDARY LINE
- EXISTING LOT LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- BUILDING SETBACK LINE
- SECTION LINE

- B.S.L. BUILDING SETBACK LINE
N NORTH
S SOUTH
E EAST
W WEST
CB CHORD BEARING
A ARC LENGTH
R RADIUS
(0.00') RECORD DATUM
0.00' CALCULATED DATUM
FIP ○ FOUND IRON PIPE
FIR ○ FOUND IRON ROD
SCM SET CONCRETE MONUMENT

PIN NUMBERS:

06-10-104-017
06-10-104-014



Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
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PREPARED FOR:

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500 Park Boulevard, Suite 800
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REVISIONS		
NO.	DATE	DESCRIPTION
1.	07/17/23	REVISED COMMENT LETTER DATED 07/14/23

FINAL PLAT OF SUBDIVISION

LIONS RECREATION CENTER, VILLA PARK, IL

DRAFTING COMPLETED: 05-19-23
FIELD WORK COMPLETED: N/A

DRAWN BY: SPK
CHECKED BY: EJM

PROJECT MANAGER: EJM
SCALE: 1" = 30'

Project No: 220616

Group No: VP04.1

SHEET NO.
1 of 2

FINAL PLAT OF SUBDIVISION
OF
LIONS RECREATION CENTER

A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH,
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS

UPON RECORDING, MAIL TO:
VILLAGE OF VILLA PARK,
20 ARDMORE AVE,
VILLA PARK, ILLINOIS 60181

PIN NUMBERS:
06-10-104-017
06-10-104-014

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF)

THIS IS TO CERTIFY THAT VILLAGE OF VILLA PARK IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND HAS CAUSED THE SAME TO BE PLATTED AS INDICATED ON THE ATTACHED PLAT, FOR THE USES AND PURPOSES THEREON SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME ON THE STYLE AND TITLE THEREON INDICATED.

DATED AT , THIS DAY OF , A.D., 20 .

BY: ATTEST:
TITLE: TITLE:

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, , A NOTARY PUBLIC IN AND FOR THE RESIDING IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT

(TITLE) AND
(TITLE) OF

, WHO PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHO IS SUBSCRIBED TO THE FOREGOING CERTIFICATE OF OWNERSHIP APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION.

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

NOTARY PUBLIC

MY COMMISSION EXPIRES:

SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

OWNERS CERTIFICATE

THIS IS TO CERTIFY AS OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE, AND KNOWN AS LIONS RECREATION CENTER, TO THE BEST OF OUR KNOWLEDGE, IS ENTIRELY LOCATED WITHIN THE BOUNDARIES OF:

GRADE SCHOOL DISTRICT NO. 45
HIGH SCHOOL 88
COMMUNITY COLLEGE DISTRICT 502

IN DUPAGE COUNTY, ILLINOIS.

DATED THIS DAY OF , 20

BY:

TITLE:

SCHOOL DISTRICT NOTARY CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, , NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT LOCATED AT , ILLINOIS, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING SCHOOL DISTRICT CERTIFICATE, APPEARED BEFORE ME, THIS DAY, IN PERSON, AND ACKNOWLEDGED THE EXECUTION OF THIS STATEMENT AS HIS FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF , 20 .

NOTARY PUBLIC

PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS THIS

DAY OF , A.D. 20 .

BY: ATTEST:
CHAIRMAN RECORDING SECRETARY

VILLAGE PRESIDENT CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

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

OF , A.D. 20 .

BY: ATTEST:
PRESIDENT VILLAGE CLERK

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF VILLA PARK, ILLINOIS THIS

DAY OF , A.D. 20 .

BY: VILLAGE ENGINEER

SURFACE WATER STATEMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS DAY OF , A.D. 20 .

OWNER:

BY: NAME: TITLE:

DATED THIS DAY OF , A.D. 20 .

BY: STEVEN KRANENBORG, P.E.
ILLINOIS REGISTERED PROFESSIONAL ENGINEER

IL STATE REGISTRATION NUMBER

PERMISSION TO RECORD

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, EDWARD J. MURRAY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, HEREBY DESIGNATE TO RECORD THIS PLAT OF LIONS RECREATION CENTER WITH THE DUPAGE COUNTY RECORDER OF DEEDS AND REGISTRAR OF TITLE. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER CHAPTER 109, SECTION 2 OF THE ILLINOIS REVISED STATUTES

THIS TH DAY OF , A.D., 2023 .

EDWARD J. MURRAY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-4037
MY LICENSE EXPIRES ON NOVEMBER 30, 2024.
V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2025.
emurray@v3co.com

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, EDWARD J. MURRAY, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 4037, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 7, 8, 9, 10, 11 AND 12 AND THE WEST 150 FEET OF LOT 17 IN BLOCK 2; AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 IN BLOCK 3 IN CALHOUN'S SECOND ADDITION TO VILLA PARK, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 23, 1923, IN BOOK 10 OF PLATS AS DOCUMENT 163013 IN DUPAGE COUNTY, ILLINOIS.

AND

LOT 73 IN CHARLES R LANDON'S ADDITION TO VILLA PARK, A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS

AND

THAT PART OF ASSUMED VACATED S. MYRTLE AVENUE LAYING NORTH OF THE SOUTH LINE OF LOT 7 IN BLOCK IN CALHOUN'S SECOND ADDITION TO VILLA PARK, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 23, 1923, IN BOOK 10 OF PLATS AS DOCUMENT 163013 IN DUPAGE COUNTY, ILLINOIS.

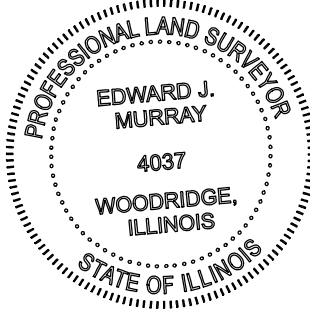
I FURTHER CERTIFY THAT THIS LAND IS WITHIN THE CORPORATE LIMITS OF A MUNICIPALITY WHICH HAS AUTHORIZED A COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE, AS NOW OR HEREFTER AMENDED.

I FURTHER CERTIFY THAT THE ANNEXED PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. PERMANENT MONUMENTS WILL BE SET AT ALL LOT CORNERS, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED.

I FURTHER CERTIFY THAT THIS PROPERTY IS IN AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN (ZONE X) PER FIRM MAPS NUMBER 17043C008J EFFECTIVE DATE AUGUST 1, 2019, PANEL NOT PRINTED.

DATED THIS DAY OF , A.D., 2023 .

EDWARD J. MURRAY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-4037
MY LICENSE EXPIRES ON NOVEMBER 30, 2024.
V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2025.
emurray@v3co.com



Engineers 7325 Janes Avenue, Suite 100
Scientists Woodridge, IL 60517
Surveyors 630.724.9200 voice
630.724.0384 fax
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PREPARED FOR:
Williams Architects
500 Park Boulevard, Suite 800
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REVISIONS		
NO.	DATE	DESCRIPTION
1.	07/17/23	REVISED COMMENT LETTER DATED 07/14/23

FINAL PLAT OF SUBDIVISION

LIONS RECREATION CENTER, VILLA PARK, IL

DRAFTING COMPLETED:	05-19-23	DRAWN BY:	SPK	PROJECT MANAGER:	EJM
FIELD WORK COMPLETED:	N/A	CHECKED BY:	EJM	SCALE:	1" = N/A

Project No: 220616

Group No: VP04.1

SHEET NO.
2 of 2

IN RE THE MATTER OF:)
)
GREG GOLA) PZ-23-10
320 EAST WILDWOOD)

7:30 P.M.

ALSO PRESENT: MR. NICK CUZZONE, Villa Park President
MR. MARC McLAUGHLIN, Community Development
MS. STEPHANIE BARAJAS, Planner

Page 124 of 361

1 COMMISSIONER JARRETT: The next
2 item of business will be Petition PZ-23-10 for 320
3 East Wildwood Avenue, Special Uses, Variations and
4 Final Plat of Subdivision, Petitioner Greg Gola on
5 behalf of the Village of Villa Park.

6 Whenever you are ready, Marc.

7 MR. McLAUGHLIN: All right. Thank
8 you.

9 This is a petition that encompasses
10 quite a few requests and it's all for the future
11 Lions Rec Center.

12 So we have Williams Architects and V3
13 Engineers here, as well as Greg Gola at the end,
14 who is the Director of Parks and Rec.

15 So we are asking for a plat of
16 subdivision. You may not know but there is a
17 platted right-of-way right through the old
18 building that was never vacated. They just put a
19 building on it back in the day, so we are cleaning
20 up all the things.

21 There's also 26 platted lots throughout
22 the whole thing. So we are doing one plat of
23 subdivision to vacate, consolidate, get everything
24 the way it's supposed to be.

1 Additionally, we are asking for a
2 special use for three different things but all in
3 one request; community center, parks and
4 recreation and government facility.

5 Right now it's operating as a
6 nonconforming use. So we are going to get the
7 special use on the books and make sure everything
8 is on the up and up.

9 And then the last ones are the variation
10 requests which are specific to the design of the
11 new building. Everything else is a cleanup.
12 These are the four things that through Williams
13 and Engineering the placement of the building made
14 sense.

15 So we have four variation requests which
16 start with increasing the building height. As you
17 know there is a gym going in and gyms need to be
18 taller than a regular building in a residential
19 district.

20 We also have the front yard setback
21 requirements. Once they get into the design it's
22 really because there is a 90-degree road which
23 comes into the lot, Wildwood.

24 The closest point that the building is

1 measured at is 20.6, where a traditional front
2 yard in a residential district would be 30 feet.

3 Reducing the lot landscaping buffer from
4 4 feet to 7 -- sorry -- from 7 feet to 4 feet,
5 they will show you on the site plan specifically
6 where these particular locations are.

7 And the final one is to allow parking in
8 the street yard. So in any district we don't
9 allow parking in the street yard. So in this
10 because the primary parking lot, the first one
11 that's going to be built is upfront, it's a
12 variation request to allow that.

13 I am going to turn it over to the team
14 now.

15 MR. CAPUTO: Thanks very much,
16 Marc.

17 Good evening, everyone. I am Andrew
18 Caputo, Architect, Associate Principal with
19 Williams Architects.

20 And with me is Andreas Symeonides with
21 Williams Architects, Architect.

22 And with us this evening is Randy
23 Anderson with V3 Companies.

24 We have prepared a brief presentation

1 for you this evening that explains this special
2 use in a little bit further detail. We have some
3 drawings that were part of the submittal that we
4 included in this presentation.

5 We abbreviated it from the submittal of
6 course just to be able to get through the items at
7 the end of our presentation, though we do have all
8 of the drawings actually loaded up, in case there
9 are specific questions, we can refer to anything
10 on the -- anything that the Commission might have
11 questions on.

12 Project synopsis, this is just a list of
13 the exhibits that we included as part of the
14 submittal and we are going to take a look at those
15 again here as we flip through our slides.

16 One of things I want to mention as we
17 start off, the plat of survey, I want to speak
18 briefly about the existing conditions on the site.

19 One of the things that Marc had
20 mentioned was that you are all familiar with is
21 the existing park building that was located
22 onsite. That building, as you may already all be
23 aware, has been demolished to make way for this
24 development of the park and the new rec center.

1 And of course on this site as well are
2 some other community elements that will also be
3 renovated as part of the new project and some of
4 those elements that will be removed and replaced
5 are the playground, exterior basketball courts and
6 green space, and then there is the existing ball
7 field, and the ball field is in the northwest
8 corner of the site.

9 On this drawing you can see the
10 north-south right-of-way that Marc mentioned and
11 you can see how the individual lots were plotted,
12 you know, suggesting that of course the intention
13 at one time to basically connect Myrtle running
14 all the way north-south.

15 All right. The proposed site plan for
16 the new recreation center, you can see on the
17 drawing what we have tried do with the building.

18 The new recreation center is actually
19 38,500 square feet. It's two stories. The
20 building is primarily constructed of a steel frame
21 and also a precast envelope.

22 The community center side, which is the
23 west, is a steel frame. The east side of the
24 building, which is the gym, is a precast envelope.

1 Andreas is going to speak to the
2 architecture in a little bit here in the
3 presentation.

4 The building is located to the south, so
5 that we can preserve as much green space to the
6 north for the use of the park.

7 Lions Park is a wonderful community
8 amenity but it is a very tight site and in order
9 to develop it we wanted to create enough space to
10 let the ball field remain in its original location
11 at the northwest corner, also to have some room
12 for a new playground, a new basketball court,
13 future parking that might occur to the north in a
14 band that extends its way along the east lot line.

15 Also we have a small little patio area
16 between the playground and the basketball court.
17 A little bit hard to see on this graphic, but all
18 of you may be able to see that better on your
19 laptops, if you look at the drawings.

20 And yes, we do have a senior plaza as
21 well to the west.

22 You can see we have also tried to pull
23 the building in such a way so that it's moved more
24 to the right on the site, so we have more green

1 space to the west, where the residential section
2 is.

3 Of course the commercial is on the east
4 side of the property.

5 We have separated the parking. The
6 parking requirement fortunately is reduced because
7 of the aspect of sharing some parking with the
8 future development across the street. So a lot of
9 the development is limited here, which is a good
10 thing for green space.

11 One of the things that Randy could speak
12 to, if there are questions, but the parking lots
13 will have permeable pavers. So there are some
14 sustainable features to the exterior design. That
15 will also make for a more of an upscale feel in a
16 residential neighborhood to have the parking lot
17 constructed with permeable pavers.

18 And then we have basically the south
19 lot's driveway is aligning with Wildwood, so you
20 can see basically the accessible parking is to the
21 north, where it's closest to the main entrance to
22 the building.

23 And it just made sense from a planning
24 standpoint to just align that east-west

1 right-of-way right with the entrance to our
2 parking lot. So there will be a curb cut there
3 that will take you into the south lot.

4 And to the west the little appendage on
5 the site will remain as green space, as it is
6 currently.

7 All right. Landscape plans and
8 photometrics, I won't spend too much time on
9 these, only to just mention there is a fully
10 developed landscape plan here.

11 If there are any questions specifically
12 on the landscape plan, please feel free to ask.
13 Our landscape architect is Upland Design and they
14 have prepared this plan, again trying to be most
15 mindful of the residences to the west and to
16 screen the building and the parking lot as much as
17 possible to provide that nice barrier there.

18 Other than that the building, as you
19 would typically expect, has some landscaping and
20 ground plantings around the perimeter of the
21 building and with the parking lots and the
22 islands.

23 This is just another enlarged landscape
24 plan of the plantings.

1 The site lighting and photometrics, I
2 will just only mention that our electrical
3 engineer has analyzed the light fixtures, with the
4 proposed lighting manufacturer, to make sure that
5 the light spill to the adjacent property lines is
6 complying with the applicable ordinances to try to
7 minimize light spill to adjacent properties.

8 All right. And we are going to
9 transition to talk a little about the exterior
10 design of the building and I will have Andreas do
11 that.

12 MR. SYMEONIDES: Thank you, Andrew.

13 So briefly Andrew did mention in his
14 discussion that the west part of the facility is
15 the community center, which is on the left side of
16 your screen.

17 And then the right side or the east side
18 is the gymnasium. So there's two different
19 components materiality-wise to the facility, as he
20 mentioned.

21 On that east side, the gym side, it's a
22 precast structure with glazing of course but a
23 limited amount in there. That's typical for a
24 gymnasium, so that lighting doesn't affect people

1 who are using the space.

2 And then on the left side you have
3 materiality that includes brick, metal panels and
4 glazing. That allows views both in and out of the
5 space, so you get ample light into the spaces that
6 need it, as well as views out for the community
7 members who will be using the space.

8 As mentioned, the materiality goes along
9 very closely with what you would expect to be a
10 community center. So there is some more
11 traditional materials in the brick work but also
12 some more modern materials as well too.

13 The building has a modern feel to it but
14 it appropriately aligns itself with what a
15 community center would look like, especially for
16 this type of usage.

17 We have some exterior renderings as well
18 too, just to kind of more understand the building
19 a little bit better in three dimensionality.

20 So this is the front of the facility as
21 you are driving essentially on Wildwood going
22 north on what is considered Myrtle but it's really
23 Wildwood. So this would be the front of facility
24 looking north.

1 Again, the west side is the community
2 center. This is the south elevation; however on
3 the left side of the facility is the community
4 center and on the right side, the east side, is
5 the gymnasium.

6 And then the front, the very front of
7 the facility, the entrance is just right down that
8 sidewalk there underneath an encased space.

9 Just another view showing the community
10 side. So this is the southwest corner of the
11 facility.

12 You can see the entrance just underneath
13 that patio space there.

14 Turning the corner, going towards the
15 west side of the facility. So again, the
16 materiality; brick on the lower aspect of the
17 building, you have the glazing which is curtain
18 wall and storefront up above.

19 And then in various different areas in
20 accents are metal panels.

21 Continuing, going clockwise around the
22 building, this would be the northwest -- I am
23 sorry. This is actually going counterclockwise.

24 This is the precast side, so this is the

1 southeast side of the building. So this is the
2 gymnasium. And you can see in the foreground the
3 parking lot that we have associated with it.

4 Turning towards the north side of the
5 building. So this is looking southwest. This is
6 the northeast corner of the facility.

7 The gym in the background and some of
8 the amenities that will be considered for the
9 site; that includes an outdoor basketball court,
10 it includes the playground area in the background
11 and a little patio space as well too.

12 What you don't see here is the ball
13 field. That's over to the right a little bit.
14 And then further beyond the building is the senior
15 plaza.

16 COMMISSIONER SHLENSKY: Sorry, can
17 you go back real quick?

18 The parking that is currently on the
19 rendering is nonexistent or not in current use.

20 The diagram on Page 8 though, that would
21 be the future parking lot?

22 MR. SYMEONIDES: That would be the
23 future parking lot; correct.

24 Just another view of the north side of

1 the facility, looking in the foreground, the
2 playground area and ball field.

3 And then looking up at the building, the
4 community center side, with the roof terrace area
5 as well too.

6 MR. CAPUTO: I just want to go back
7 one slide, Andreas.

8 One thing I wanted to mention, the
9 different materials on the building are very
10 intentional with the context.

11 I mentioned earlier the west side of the
12 building being the residential neighborhood, the
13 east side being the commercial neighborhood.

14 So you will see in this design the
15 smaller scale building materials that are more
16 human scale like brick and panels and windows,
17 those are located on the west side of the
18 building.

19 And then the larger scale materials that
20 are of course also appropriate for a gym, the
21 large precast panels, those are on the east side,
22 which would be the commercial side of the
23 facility.

24 And even though those are two different

1 structural systems and even though they are two
2 different types of architecture, we have tried to
3 overlap them and integrate them in this design.

4 One of the other things I wanted to
5 mention briefly about this view, the building is
6 designed to expand. So as part of the funding
7 that is currently available, this section of the
8 building will have the second floor omitted, so
9 that this area, save some cost.

10 For the future though there could be a
11 roof terrace built out on the roof. The building
12 will have some exterior doors, and in the
13 future -- if the Village decides -- the floor is
14 designed to build an exterior roof terrace which
15 could be used for programs.

16 And also the structure of the floor is
17 designed actually to expand the entire second
18 floor and the roof, so that program rooms some day
19 could actually be added above on this facility.
20 So thinking ahead for future growth.

21 We mentioned the plat of subdivision
22 previously, when we were looking at the existing
23 conditions plan.

24 Variance requests, staff summarized

1 those pretty well. Thank you for that, Marc.

2 Again, Andreas, I don't know if you just
3 want to summarize those again?

4 MR. SYMEONIDES: Sure.

5 So there are four total variance
6 requests here, including the reduction of the
7 front yard setback at Wildwood Avenue from 30 feet
8 to 20.5.

9 The setback benefits the facility
10 because of the irregular frontage of the facility
11 has a zigzag form due to Myrtle.

12 So bringing the facility further south,
13 further to the front of the park, essentially
14 allows for the necessary exterior amenities that
15 will be existing on the site. That includes the
16 ball field, which we are trying not to change, and
17 some of the other amenities that will benefit this
18 site, with a newer, larger facility.

19 There is an increase in the allowable
20 building height for the facility. This is
21 necessary due to the nature of the building. A
22 gymnasium requires a certain amount of height and
23 that is necessary.

24 There is a reduction of the parking lot

1 perimeter landscape buffer that is occurring.
2 Again, this is related to just the regular site
3 and how the site is -- the limited nature of it
4 and its irregular shape. So that benefits us to
5 allow the facility to have the necessary amenities
6 needed with the larger community center that's
7 presented.

8 Last but not least, in a very similar
9 manner to the other two site-related variances is
10 for the allowance of public parking in the street
11 yard, which Marc and Stephanie also mentioned as
12 well.

13 MR. McLAUGHLIN: One point of
14 clarification on this:

15 The request here is listed as from
16 7 feet to 6.3 feet. That's measured to the curb.

17 But there is an additional 2 foot
18 overhang on those vehicles which is why we have it
19 published and listed at 4 feet.

20 MR. CAPUTO: With that, that will
21 wrap up our PowerPoint presentation. Thank you
22 for giving us the opportunity to present the new
23 Lions Community Center project and this special
24 use.

1 As I mentioned at the beginning of the
2 presentation, we do have the civil drawings that
3 Randy's team from V3 prepared. It is also loaded
4 into the PowerPoint, in case there are any civil
5 engineering related questions.

6 COMMISSIONER JARRETT: All right.
7 Thank you.

8 Anyone from the public wishing to ask
9 questions or comment on this, please come up here,
10 and if you could state your name and address and
11 spell your name.

12 MS. FRY: Hello, my name is Kathy
13 Fry, F-R-Y. I am at 53 South Euclid Avenue. So I
14 am a very core lot that will have the privilege of
15 being right next to this project.

16 Unfortunately because of my work
17 schedule this is the first time I have been able
18 to attend anything. I have a few questions.

19 But I do believe in this. I think it's
20 going to be great for the community. I just want
21 to say that upfront.

22 The issue I have is right now over the
23 last two decades I have been talking to the
24 Village. I have come to a board meeting. I have

1 talked to the engineer, to two different people in
2 the park district that are in charge of that.

3 We have a serious flooding problem.
4 It's been getting worse over time.

5 Where you are placing the building is
6 right over the main drainage line where the two
7 side drains behind my property or on the east side
8 of my property and then alongside our property on
9 the south side of our property. That drainage
10 system has never worked.

11 And my yard and respectfully, because I
12 am the lowest point, all our neighbors up to
13 five-plus lots, our yards are being used as a
14 retention pond. If I won the lottery I would
15 donate my property and demand they use it as a
16 retention pond.

17 The function of the drainage system
18 right now doesn't work. I was told when the
19 Village was awarded some funds to help fix water
20 issues in the Village that we were on the list,
21 Don't worry about it, we will take care of it.

22 I have been quiet for a long time, maybe
23 too long. But now is the opportunity.

24 I would like to know what is going to

1 happen. What are you doing to fix that and how
2 are you going to stop my property?

3 Because as you use up more land that
4 means less grass, less ground for the water to
5 absorb into. Parking lot, building right next to
6 our properties that's an issue. So that's my
7 question.

8 COMMISSIONER JARRETT: Okay. Do
9 you have any other questions or comments?

10 I would rather just take down whatever
11 questions you have for them and let them speak.

12 MS. FRY: That's my main question.

13 COMMISSIONER JARRETT: That's your
14 main concern?

15 MS. FRY: That's my main question.

16 We have had issues with what's going on
17 in the park district. I am glad this is changing.

18 I think the Village needs to be aware
19 that basketball court behind our house, we have
20 seen major problems behind our house and someone
21 has to monitor that.

22 We are the only village from the city
23 all the way into Villa Park that hasn't gotten rid
24 of open basketball courts like that, where the

1 inner city kids don't come and play. You can see
2 the tags on the cars. And there's gambling and
3 issues.

4 It's calmed down a little. But for the
5 first 10 years of us living there we worked with
6 the police and tried to clean it up and it's been
7 a little better.

8 But someone has to be aware that
9 building is going to be subject to possible
10 property damage and other things that we see go
11 on. So I just want to make sure it's public
12 record that we are going to have to monitor that.

13 COMMISSIONER JARRETT: Okay. I
14 appreciate that.

15 I will let them speak to the flooding.

16 Just real quick, you talk about the open
17 basketball court and issues around there, the fact
18 that this is going to be a much more active center
19 than what the current center at Lions doesn't do,
20 there is not a whole lot of activity there after
21 -- you know, in the evenings occasionally, but
22 this will be a more constant presence.

23 MS. FRY: You would be surprised.
24 You would be surprised.

1 COMMISSIONER JARRETT: This would
2 be a more constant presence.

3 MS. FRY: Yeah. Well, maybe some
4 cameras. In today's technology that would be
5 beneficial to invest in. You would be surprised.

6 COMMISSIONER JARRETT: I would be
7 surprised if that's not a part of the Village
8 plan. That's above my paygrade but I'm sure...

9 MS. FRY: I haven't dug into it. I
10 haven't had time. But there is a serious water
11 issue. It's been ongoing.

12 And I have filmed it. I have looked at
13 the surveys. I talked to the engineers. I have
14 walked when it was flooding with an engineer all
15 along my property line, down our neighbors. It's
16 dysfunctional.

17 COMMISSIONER JARRETT: Okay. Thank
18 you.

19 Anybody else have a question or
20 comments?

21 Is that it?

22 (No response.)

23 COMMISSIONER JARRETT: Okay. Do
24 you guys want to speak to the flooding issue?

1 I know it's not directly related to the
2 requests here but that might help the resident.

3 MR. CAPUTO: I have asked Randy to
4 come up and join us. We have just queued up the
5 site utility plan and we also have the grading
6 plan. And I will let Randy respond to the storm
7 water design here.

8 MR. ANDERSEN: Randy Andersen, V3
9 Companies, Civil Engineers.

10 This is actually going to be an older
11 utility plan. We did have a comment. We received
12 comments from public works, which we're in process
13 of addressing, and this comment did come up along
14 the west side that there were some drainage
15 issues.

16 Now, a little history on this site is
17 when this whole site was built years ago, there
18 really was not much of any storm water ordinance,
19 so there was not any required detention at all.
20 There's pretty much just storm sewer and that was
21 about it. And it was designed under a lot of
22 older standards.

23 This site first is governed by DuPage
24 County and then Villa Park actually has a little

1 more stringent for the storm water.

2 We are actually reducing impervious
3 area, which is the hard surface, which is what
4 keeps the water above. Where impervious is where
5 it's allowed to soak into the ground.

6 So even though we have reduced
7 impervious area in this phase of the project,
8 under DuPage County we would not have to have any
9 detention.

10 But under Villa Park we would have to --
11 it requires detention under what they call the two
12 year storm.

13 And it's hard to explain. It's kind of
14 a probability of something happening. It's not
15 like a storm that happens every two years, if that
16 makes sense.

17 So anyways, they had mentioned about
18 having the permeable pavers in the parking lots.
19 What that allows is the storm water to infiltrate
20 through those pavers into stone underneath and the
21 voids in the stone act as the detention.

22 And the building goes to that, as well
23 as the parking areas. And we have some storm
24 sewer around some of the site that will pick up

1 some of the storm water.

2 So now you have detention that was not
3 there before. So that should partially help
4 alleviate some of the problems, since it actually
5 has a place to go to now.

6 And once it goes through the stone there
7 is a restricter that allows the storm water stored
8 in stone to go back out to the storm sewer and it
9 all complies with the Storm Water Ordinance for
10 Villa Park.

11 Now, specifically your storm pipe -- and
12 it doesn't show it here but it will be in the next
13 set of plans.

14 The pipe there is about 6 to 8 inches
15 along your property line. We are upsizing that to
16 12 inches.

17 And the reason why we are not going any
18 larger is because downstream where it connects to
19 the street that's also limited to 12 inches, so a
20 bigger pipe isn't going to help you. So we put as
21 large a pipe as we could to help alleviate along
22 that property line.

23 So the combination of the detention in
24 the stone underneath the parking areas and this

1 larger pipe should help with that situation.

2 Now, the amount of impervious area kind
3 of sets when it goes from the 2 year to the 100
4 year. Eventually when the site is built out then
5 the requirements have to go with 100 year storm
6 and there will be -- then we will put more storage
7 underneath the proposed parking lot.

8 Now at this time, the amount of storage,
9 we are putting more storage in the stone than what
10 is required because we are also planning for the
11 future. So that should all help alleviate some of
12 these problems.

13 Does that make sense, what I am trying
14 to --

15 MS. FRY: It makes a lot of sense.
16 I understand it.

17 We have talked to a civil engineer so we
18 would understand better and he works with villages
19 to do various projects.

20 But right now that pipe not only is too
21 small but where it was heading, it feeds into the
22 back lot, which the back piping needs to be
23 repaired, because that, even some of the storm
24 drains behind this gentleman's house, it's inches

1 above the ground, so it has to flood up to like
2 three or four inches before the water actually
3 goes into the drainage line.

4 Plus then you add little things like the
5 Village lays down mulch. Mulch rolls with the
6 water. It goes into the drainage line.

7 This is such a dysfunctional system and
8 when the Village paid -- I'm sorry, I can't
9 remember the name of the company, maybe it was
10 about, I want to say eight to ten years ago --
11 someone surveyed these lines to see how functional
12 they are.

13 Found that where the building is going
14 to be these lines fed in that way and then kind of
15 went diagonal across where the Village puts the
16 ice rink to Wildwood. And that was disconnected.
17 So this has been dysfunctional on such a huge
18 level for so long.

19 That bigger piping and some, you know,
20 more modern technology and parking lot systems and
21 stuff, that's great, but when the grading was
22 changed, we bought the house, the Village came
23 like five years later, regraded the whole lot next
24 to our house, it was a tot lot there, got rid of

1 it, it made our problem so big.

2 This is not a 100 year or 10 year. This
3 happens to our yard two to five times a year. I
4 am standing in water by my deck between my house
5 and my garage and it's up to my knees or beyond.

6 We had to raise our air -- and I have
7 films of this and video of this.

8 We had to raise our air conditioner.
9 It's on two slabs plus on rock so just the water
10 will lap at it. It's been an inch away from our
11 foundation wall once.

12 We have pictures of seeing the water
13 level in our glass block windows in our basement.
14 We had to have that; otherwise the water will be
15 pouring in a window.

16 It may not be ordinance to have a
17 retention pond but our yard is the retention pond.

18 And it's not just our yard. We tease in
19 the neighborhood, we could plant rice during some
20 seasons because it's that full of water.

21 And it takes weeks for our property to
22 dry out. It's become hard to maintain with weeds
23 and it's a huge problem.

24 And I have been quiet since the last

1 time when the Village was going to fix this and
2 they focused more on the south side of Villa Park,
3 people who owned property on like Jackson Field, I
4 think they were saying.

5 This is an issue and if you are doing
6 this, this is the time to fix it.

7 COMMISSIONER JARRETT: Yeah, so
8 what I can say from our perspective is that type
9 of engineering is not something we are up here to
10 deal with. We have to trust them, the public
11 works, and wherever community development falls in
12 between all of that.

13 So as somebody who has a backyard that
14 floods two or three times a year, I really do
15 understand where you are coming from.

16 There was a period of time when the
17 Village was developed where grading wasn't a
18 thing, flood water wasn't a thing, the big rains
19 that we get now weren't a thing.

20 And I guess we have to hope that this
21 project fixes it or at least makes it -- makes it
22 less impactful.

23 MS. FRY: It's already elevated
24 three or four feet, so everything slopes to our

1 yards to begin with; okay?

2 And now you add the problem where it's
3 coming and actually water actually runs off
4 Wildwood into the park into our yard. Like, I
5 filmed it.

6 And the first time you are hearing this
7 maybe. It's not the first time the Village has
8 heard my name. So I just -- Yeah.

9 COMMISSIONER JARRETT: I appreciate
10 that. And I hope they get it right for you. But
11 from our perspective that's not something we are
12 reviewing.

13 MS. FRY: Okay.

14 COMMISSIONER JARRETT: But I do --
15 I really do understand and I would expect that
16 probably at least half of us here have a yard that
17 floods. I am just guessing because I do.

18 MS. FRY: Well, we are in a flood
19 zone.

20 COMMISSIONER JARRETT: Yeah.

21 MS. FRY: But this is a chance to
22 help fix it.

23 COMMISSIONER JARRETT: Yeah.

24 Hopefully they will continue to work

1 with you and hopefully public works, and I don't
2 know what community development would have to do
3 with that, but hopefully that will be responsive
4 and get that worked out.

5 MS. FRY: I can go back to public
6 works again.

7 MR. McLAUGHLIN: I can add, we have
8 already done internal staff review on this to get
9 to this point and it has been noted in the report
10 that additional storm water improvements need to
11 be made along the west property line because of
12 the historic knowledge of what's going on there.

13 So this project will remediate that but
14 as Randy pointed out they are still in design
15 phase.

16 COMMISSIONER JARRETT: And I know
17 with a project like this and existing properties
18 to the west there is only so much that can be done
19 with grading and so on, but this might be an
20 opportunity to -- it is an opportunity to at least
21 lessen some of the impact or grading, some of
22 which was probably done by us 10 or 15 years ago,
23 without much insight from anybody.

24 MR. McLAUGHLIN: Yeah. So it has

1 been noted and they have been tasked with
2 redesign.

3 COMMISSIONER JARRETT: Thank you.

4 MR. McLAUGHLIN: You are welcome.

5 MS. FRY: Thank you.

6 COMMISSIONER JARRETT: Anyone else
7 from the public wishing to speak before we move
8 on?

9 (No response.)

10 COMMISSIONER JARRETT: Okay.

11 Questions from the Commission?

12 I have a quick one. I just want to
13 clarify this. You already sort of clarified it.

14 So we noticed it has a variation for
15 4 feet.

16 MR. McLAUGHLIN: That's correct.

17 COMMISSIONER JARRETT: And that
18 includes the overhang, as you mentioned.

19 MR. McLAUGHLIN: Correct.

20 COMMISSIONER JARRETT: But no
21 physical part of the parking lot is closer than
22 the 6.3 feet they referenced in there?

23 MR. McLAUGHLIN: That is correct.

24 The curb is at 6.3. But you can't put

1 landscaping where the overhang of the vehicle
2 goes.

3 COMMISSIONER JARRETT: Right.

4 MR. McLAUGHLIN: So the buffer is
5 actually 4 feet.

6 COMMISSIONER JARRETT: I was
7 looking at the site plan trying to find the
8 4 feet. That's how I spent my afternoon.

9 MR. McLAUGHLIN: Time well spent.

10 COMMISSIONER JARRETT: Any other
11 questions from the Commission?

12 Go ahead.

13 COMMISSIONER ROMANO: I have a
14 question.

15 Instead of splitting the parking lot to
16 two locations and then looking for a variance on
17 the cutout parking lot, why wouldn't you do the
18 first phase along the parking lot on the east side
19 of the property and then plan if you need more
20 parking to do that on the second phase?

21 Why not just do one parking lot out of
22 the gate?

23 MR. CAPUTO: I can respond to that
24 or you can add to any comment.

1 I would say that's an interesting
2 suggestion.

3 In the design -- In the early designing
4 planning phases we did consider lots of different
5 options like that and the pros and cons of how to
6 phase the site and the significance of the Great
7 Western Trail and the access that is coming from
8 the south along with the Wildwood zigzag suggested
9 that the main entrance to the facility should be
10 located on the south of the building.

11 And if the parking lot in Phase 1 only
12 is along the east side of the building, then the
13 distance for disabled and seniors is farther to
14 get to the main entrance.

15 We do expect pedestrian traffic, as well
16 as bike traffic, besides vehicular coming from the
17 south, and splitting the parking lot seemed to
18 make sense or seemed to make the most sense of the
19 various options that we considered, like the one
20 that you are suggesting in the early planning
21 phases of the project.

22 Marc, do you have anything to add?

23 MR. McLAUGHLIN: No. It's good.

24 COMMISSIONER SHLENSKY: I would

1 like to piggyback off of that because in my review
2 I did note the three handicap spaces on the
3 southwest parking lot in comparison to the
4 current -- let's call it -- the southern -- or the
5 southern of the eastern lot.

6 So I don't mind that split, as long as
7 we can accommodate those that are in need of
8 handicap spots. But as I said, I would like to
9 piggyback off of that thought.

10 If the eastern lot is expanded to the
11 north, how many more handicap spots will we need
12 to designate to be compliant with code?

13 MR. CAPUTO: It depends how the
14 parking lot is phased.

15 The ADA and the Illinois Accessibility
16 Code have minimum quantity per the number of
17 spaces based on 50 spaces, 100 spaces, 200 spaces.

18 And we would certainly suggest at least
19 providing the minimum in each section of lot.
20 There's two phases.

21 COMMISSIONER SHLENSKY: I would not
22 be in favor of anything less than the minimum.

23 MR. CAPUTO: That certainly could
24 easily be increased and provide more

1 accessibility.

2 We did have discussions with Greg's team
3 very early on, again in planning this expansion in
4 two phases. Basically could you see the parking
5 lot as basically one third, two-thirds and
6 three-thirds, the whole, and we discussed the fact
7 that accessibility was an important aspect to
8 sharing in these exterior amenities.

9 So the notion that all the accessible
10 parking would just be the south parking lot is
11 definitely something that we discussed and were
12 mindful of in the future.

13 COMMISSIONER SHLENSKY: Okay. So I
14 understand. I am not going to hold you to
15 specific numbers based upon ratios we need to hit
16 pursuant to the ADA and our own code.

17 MR. CAPUTO: Right.

18 COMMISSIONER SHLENSKY: But
19 speaking to what you just mentioned, if and when
20 expansion does occur, you just indicated that the
21 intent would be to then increase the number of
22 handicap spots --

23 MR. CAPUTO: Absolutely.

24 COMMISSIONER SHLENSKY: -- in that

1 southern lot for the accessibility for the
2 community center side of the project; is that
3 correct?

4 MR. CAPUTO: Right.

5 And the reason why I am not noting
6 specifically the number is because I think that in
7 the spirit of the future that quantity could be
8 variable; that could be something again that's
9 discussed as part of a future permit application;
10 right, the quantity of parking spaces is
11 determined at that time, along with the
12 requirements for landscaping and parking lot
13 islands and that type of thing.

14 COMMISSIONER SHLENSKY: Okay.
15 Thank you.

16 MR. McLAUGHLIN: Under today's ADA
17 code, which is bare minimum, you have to meet that
18 three additional handicap stalls would be required
19 for that expansion.

20 COMMISSIONER SHLENSKY: The full
21 expansion.

22 MR. McLAUGHLIN: The full
23 expansion. Three more.

24 You have three on the two parking lots

1 now. That's code. The expansion would require an
2 additional three. The math is roughly 1 per 25.

3 COMMISSIONER SHLENSKY: As we said,
4 bare minimum that seems even low to me.

5 MR. McLAUGHLIN: Yes.

6 If Greg starts programming it with
7 certain senior activities, and we can put in more,
8 no problem. That's just the minimum that we will
9 have.

10 COMMISSIONER SHLENSKY: Thank you.

11 MR. McLAUGHLIN: Yep.

12 COMMISSIONER LUEDTKE: Marc, point
13 of clarification, we have 100 parking spots as
14 part of the Union. How much of that is tied to
15 the -- tied to this project requirement?

16 MR. McLAUGHLIN: So the requirement
17 is none.

18 This is meeting the required --

19 COMMISSIONER LUEDTKE: This meets
20 their --

21 MR. McLAUGHLIN: Onsite. It's
22 bonus, overflow. It's also the whole --

23 COMMISSIONER LUEDTKE: Yeah, I
24 understand.

1 He alluded to parking available but I
2 didn't know if that was --

3 MR. McLAUGHLIN: It's not a strict
4 requirement because this site meets the code
5 requirements parked with those two --

6 COMMISSIONER LUEDTKE: Yeah.

7 MR. McLAUGHLIN: So even the
8 additional two are even more in bonus because the
9 two meet the size requirements now.

10 COMMISSIONER LUEDTKE: Right.

11 MR. McLAUGHLIN: Otherwise they
12 would have to put it in Phase I.

13 COMMISSIONER LUEDTKE: Of course,
14 yeah, I understand.

15 I do have a question, given this issue
16 with the storm water and detention and flooding,
17 as the lady has mentioned, the adjacent residents,
18 and it's on everybody's radar; right? I mean,
19 this is not news to you guys clearly.

20 Was there any consideration to just, for
21 shortening that parking lot that's on the south
22 side by a dozen spots, to give a little bit more
23 relief between the lot and those adjacent lots,
24 and then pick up the other dozen spots adjacent to

1 the expanded -- the potential future basketball
2 court, just to give ourselves that relief; right?

3 We are at 13 feet and that's adjacent.
4 We are talking about -- We understand detention,
5 rock and permeable pavers and all that, but there
6 is also something about visual compression.

7 MR. McLAUGHLIN: It's not an open
8 swale design, so everything is underground, so the
9 13 feet would not give additional --

10 COMMISSIONER LUEDTKE: I understand
11 but it looks -- not only that, it looks like that
12 grading is that much higher. We haven't changed
13 the grades and it's still 3-plus feet above the
14 backyards.

15 MR. McLAUGHLIN: That's why --

16 COMMISSIONER LUEDTKE: I
17 understand. I am not talking to you, Marc. This
18 is to the team, you know, and so I am just...

19 But this is the design, this is the
20 design, this is what it's going to be; that's the
21 response I am sort of hearing.

22 Is that accurate?

23 MR. CAPUTO: I would say that the
24 design here is the design that has been discussed

1 and reviewed with Staff and decided as a team to
2 be most the appropriate design; however obviously
3 we are here before you tonight to respect and be
4 interested in your comments.

5 MR. McLAUGHLIN: Just be cautious.
6 This is not a plan development. The variations
7 are the variations. The special uses are for the
8 uses. I am just throwing it out there.

9 COMMISSIONER ORLOWSKI: I will make
10 some comments onto the flooding.

11 I have spent a lot of time over there on
12 both sides on the path. Both sides of the path
13 have flooding.

14 I think it has a little more to do with
15 after it leaves that area. I don't know if
16 there's any restricters somewhere or something but
17 the water is accumulating all the way from the
18 west down to the east, whether it be on the street
19 or anything else.

20 So I don't think -- What we are looking
21 at tonight won't alleviate or I don't think it
22 will correct any of the main issues, as far as the
23 flooding that's in both areas, but hopefully we
24 can get with some of the underground and I think

1 that will take care of that.

2 But I think there is a bigger part of it
3 that they need to look at for the future of when
4 Union starts doing something.

5 MS. FRY: Can I ask a quick
6 question?

7 With regards to the parking, the closer
8 you put parking towards the residential homes,
9 it's been our experience that they use our street
10 to get to the closest point; right.

11 So if you put the door on the south side
12 of the building, the closer it is to Euclid
13 Avenue, that's like the easiest path.

14 Even if there is parking farther on the
15 east side is there anything that can be done to
16 alleviate some of that and/or maybe to shorten the
17 parking to have a little bit more land versus the
18 parking lot closer to the residences?

19 MR. CAPUTO: I would just respond
20 to say that if it's the desire of the Village and
21 community development, of course representing the
22 Village as our client, as the Village's architect,
23 we could reduce the size of the south lot and
24 increase the size of the east lot, upon given that

1 direction to do so.

2 COMMISSIONER JARRETT: Though
3 that's at the cost of ultimately reducing the
4 future parking, if it is necessary.

5 That's the downside to reducing that;
6 right?

7 COMMISSIONER LUEDTKE: But we have
8 established that this is parked. It's not
9 under-parked or over-parked currently.

10 MR. McLAUGHLIN: Correct.

11 COMMISSIONER LUEDTKE: Any
12 expansion that we are talking about with the
13 future parking, obviously the type of building, we
14 are not talking about expanding this building
15 ridiculously to sort of have another -- require
16 another 60 cars.

17 MR. McLAUGHLIN: Correct. It will
18 help accommodate for all of the outdoor activities
19 that will be onsite. That's the additional part.

20 COMMISSIONER LUEDTKE: I
21 understand.

22 MR. McLAUGHLIN: Baseball
23 tournaments, basketball, pickup, that kind of
24 thing. Pickle ball is also in the conversation.

1 COMMISSIONER LUEDTKE: Right. We
2 are trying to thread the needle here a little bit.

3 MR. McLAUGHLIN: That's fair.

4 COMMISSIONER LUEDTKE: Literally,
5 figuratively, in more ways than one.

6 COMMISSIONER JARRETT: I guess it's
7 more comment than question, but I know the site
8 plan is itself, amenities, there is a lot of
9 future this, future that. I understand that's all
10 evolving and I know that pickle ball is in the mix
11 maybe and I know all that's changing.

12 But one thing, just looking at the site
13 plan, that I wonder, some additional thought might
14 go into this as it evolves, if it hasn't already,
15 is that there will be a fair amount of young
16 people coming from the west to this property to
17 play basketball or pickle ball or to go to
18 baseball fields and they are not going to follow
19 this sidewalk along Wildwood and go up and go
20 around and come back.

21 They are going to come from Euclid and
22 Wildwood. They are going to walk on this little
23 future path here that doesn't go anywhere, except
24 for back to the sidewalk or through the parking

1 lot.

2 So to the degree that you can look at
3 some sort of solution for that, that might be -- I
4 don't know if there is a solution.

5 There's 13 feet there. The landscape
6 plan, you have trees in there.

7 But the reality is you will have kids on
8 bikes coming through here, jumping into the
9 parking lot, jump the curb back up the other way,
10 probably. Maybe they will ride all the way around
11 the parking lot, but I wouldn't have when I was
12 that age. They certainly won't walk all the way
13 there.

14 Other questions?

15 COMMISSIONER LUEDTKE: So Marc, to
16 the conversation about the potential of sort of
17 for shortening the south parking lot, is that ball
18 in your court? Is that conversation done?

19 I am just saying, because it sounds like
20 from the architects, he is working with the
21 Village and staff and all that.

22 MR. McLAUGHLIN: Yeah, it is not
23 out of the line to make a recommendation on the
24 special use to modify the parking, even though the

1 parking is a variation request, because the site
2 plan is part of the special use. Just don't
3 condition the variation. Either allow the
4 parking --

5 COMMISSIONER LUEDTKE: Of course --

6 MR. McLAUGHLIN: -- or not.

7 COMMISSIONER LUEDTKE: Exactly
8 right, yes.

9 MR. McLAUGHLIN: If the special use
10 requires parking you can condition special use.

11 Keep in mind though, if you are making a
12 recommendation to say reduce the parking by one
13 stall, which happens to be about 9 feet, it will
14 actually be eliminating four stalls total.

15 COMMISSIONER LUEDTKE: Well,
16 actually it's more than that. I am saying you
17 would probably lose eight to ten in that area, if
18 you are talking about it, because you are talking
19 about the middle island as well.

20 MR. McLAUGHLIN: Everything shifts
21 as a whole.

22 COMMISSIONER LUEDTKE: I completely
23 understand; right.

24 MR. McLAUGHLIN: The idea on the

1 design with the team was to provide as much
2 parking as possible, while still providing a
3 landscape buffer on the front lot because of its
4 proximity to the downtown, because you walk over
5 --

6 COMMISSIONER LUEDTKE: I
7 understand.

8 COMMISSIONER JARRETT: How
9 over-parked -- I use the term over-parked
10 loosely -- but how over-parked is this currently
11 per code?

12 MR. McLAUGHLIN: Hold please.

13 Based on square footage we are pretty
14 confident 72 is required.

15 COMMISSIONER JARRETT: So we are
16 over-parked by one currently.

17 MR. McLAUGHLIN: Not including the
18 street parking that is also provided.

19 COMMISSIONER JARRETT: Okay.

20 MR. McLAUGHLIN: That's onsite.

21 COMMISSIONER JARRETT: Yeah.

22 MR. McLAUGHLIN: And then
23 everything else on top of that, the two to the
24 north, is all bonus.

1 COMMISSIONER ORLOWSKI: I wouldn't
2 be a fan of reducing any parking that's -- If you
3 build it, they will come.

4 COMMISSIONER SHLENSKY: I would
5 like to compliment the team, because I think as we
6 are calling it the south parking lot, I think it's
7 very considerate for more senior citizens or for
8 more elderly citizens and it is the best spot for
9 the handicap parking spaces. I think you have
10 been quite considerate in that design.

11 COMMISSIONER ORLOWSKI: I think
12 it's split up nicely for the two uses, for your
13 east side lot for the outdoor use and the southern
14 parking for the actual building use.

15 MR. McLAUGHLIN: Uh huh.

16 COMMISSIONER ORLOWSKI: But I have
17 followed the whole plan.

18 COMMISSIONER JARRETT: Any other
19 questions?

20 COMMISSIONER LUEDTKE: No, I don't
21 have any other questions.

22 COMMISSIONER SHLENSKY: I have one
23 more.

24 So I don't necessarily wish to open the

1 conversation up to a lot of speculation. That
2 being said, the future basketball court on the
3 east end and the future parking, how much buffer
4 and safety measures can -- are proposed or already
5 thought out?

6 Because balls are going to roll, kids
7 are going to be kids. When we are having a
8 parking lot and a basketball court that close in
9 vicinity, safety concerns and risk will always
10 arise.

11 What buffers, what measures have been
12 proposed to alleviate those risks?

13 MR. CAPUTO: We would suggest a
14 fencing around the court.

15 COMMISSIONER SHLENSKY: Full fence
16 around the court?

17 MR. CAPUTO: Full fence around the
18 court because of that adjacency.

19 When that basketball court is built out
20 it makes a lot of sense to do that. Also as well,
21 not just from the parking lot, but you might have
22 some other uses going on at the same time, so I
23 think a fencing perimeter around that court makes
24 a lot of sense.

1 COMMISSIONER SHLENSKY: Thank you.

2 COMMISSIONER JARRETT: I know with
3 the discussion of potential pickle ball courts
4 that there was also talk about protected netting
5 potentially to allow baseball games and pickle
6 ball to go on at the same time, so people aren't
7 playing pickle ball with line drives whizzing at
8 the back of their head.

9 But I know a lot of that is the future
10 and most of that is not directly relevant to the
11 special uses or the variations.

12 COMMISSIONER SHLENSKY: Well,
13 without netting it becomes more of an adventure
14 element of line drives to your head.

15 COMMISSIONER JARRETT: Yeah.

16 Any other questions?

17 MR. McLAUGHLIN: I have a question.

18 Are we moving on? I will wait for
19 discussion.

20 COMMISSIONER JARRETT: Yeah.

21 All right. Any closing comments from
22 the Petitioner?

23 I can't promise there won't be more
24 questions, sometimes there are.

1 MR. CAPUTO: No additional comments
2 from the architect.

3 COMMISSIONER JARRETT: All right.
4 Thank you.

5 All right. Discussion by Commission
6 Members?

7 COMMISSIONER ROMANO: Is this a one
8 and all vote or are we breaking this up? Because
9 we have run into this issue before.

10 COMMISSIONER ORLOWSKI: Let's see
11 what the comments are.

12 MR. McLAUGHLIN: It was designed to
13 be one because the site is designed as an entity.

14 COMMISSIONER JARRETT: So --

15 COMMISSIONER SHLENSKY: The current
16 action or current recommended action, as you see,
17 is in the -- is combined.

18 COMMISSIONER JARRETT: Yeah.

19 So I actually don't have any issues with
20 any of the variations that are being requested for
21 this project.

22 Even if there are aspects of the
23 project, this project has been evolving -- not
24 over as long a period of time as these projects

1 often evolve because we are under a time crunch
2 with the grants and all that. So I understand
3 that.

4 And I appreciate everything that the
5 architects and the engineers have and landscape
6 architects and everybody else has done to get this
7 where it is.

8 And even if there were nits that I would
9 pick in Commission Luedtke's comment about whether
10 that parking lot could be a little smaller, none
11 of those are directly related to the variations of
12 the special uses that are here.

13 COMMISSIONER LUEDTKE: No, that
14 wouldn't eliminate any one of them or not,
15 exactly.

16 COMMISSIONER JARRETT: Particularly
17 the variations. I would just remind you to keep
18 that in mind.

19 So if there is any discussion up here?

20 COMMISSIONER ORLOWSKI: I would say
21 the only comments that I will make -- and I made
22 the same comments with the Union project -- that I
23 hope the Village in a whole can alleviate the
24 flooding that goes on, on both sides of the Great

1 Western Trail in this area.

2 The same comments came up for the Union
3 project that did come up for this project.

4 I am in favor of the project. I have
5 followed this from the beginning. Other than that
6 I have no other issues.

7 COMMISSIONER JARRETT: Any other
8 discussion? Anybody strongly opposed to any of
9 the variations? Is there a need to break them up?

10 COMMISSIONER ROMANO: No.

11 COMMISSIONER SHLENSKY: No.

12 I second Commissioner Orlowski's
13 sentiment, with regards to alleviating retention.

14 As I said, I think this is a pretty
15 considerate plan, unlike other petitions that have
16 been before us for new builds.

17 A request to provide a variance for
18 parking requirements is not before us, a request
19 for a reduction in the amount of permeable use is
20 not before us -- or permeable materials is not
21 before us.

22 So I think the Village and the team
23 have -- as I mentioned/used the term a few times
24 already -- I think they have been quite

1 considerate in their requests that are before us
2 today.

3 COMMISSIONER JARRETT: Yeah. And a
4 couple comments that I have, continue to think
5 about as this moves forward with the landscape
6 plan especially -- and you have done a lot -- how
7 this ties in with the Great Western Trail, the
8 Prairie Path, the proposed tri-trail.

9 We find a lot of places where things are
10 engineered for cars or they are engineered for
11 pedestrians. Cyclists are frequently left out.
12 That's a huge component of the Great Western
13 Trail.

14 Also, if we have 10 foot that comes down
15 to a sidewalk or 90-degree angles, I know you
16 can't get rid of all that kind of stuff, and some
17 of that is on the Village to think about that,
18 like how do we go around the Union with the
19 tri-trail, if that's where the tri-trail
20 ultimately ends up. You know, are we creating
21 blind spots and danger zones for young people and
22 others.

23 The other thing that the resident next
24 door said, if she had money, she would gladly give

1 the property over for detention. I am not asking
2 you to give your property over for detention and I
3 am not asking the Village to go after her
4 property.

5 MS. FRY: When it floods you can
6 have it.

7 COMMISSIONER JARRETT: But these
8 houses to the west are the breathing room that
9 this needs to be more. If a property comes for
10 sale, it may not be the worst thing to look at.

11 We did the same thing along Monterey,
12 where we have not acquired as much of that
13 property as we wanted but we have; we have been
14 able to expand that park, alleviate some of the
15 flooding issue for some of the residents there,
16 giving that parking lot some breathing space, as
17 people sell their house and move on in life. It
18 might be something to consider.

19 Maybe it's not. Maybe it's not
20 something that the administration or directors
21 think is the right move, but personally I think
22 it's something to consider long term, because if
23 we had started doing that 20 years ago, we
24 wouldn't have this.

1 So we don't have a lot of open space in
2 the Village, and where there are places to add it,
3 even if it's, you know, a third of an acre at a
4 time, it's not a bad thing to pursue.

5 So that's all the comments that I have.

6 COMMISSIONER ROMANO: Well said.

7 COMMISSIONER HOFSTRA: Well said.

8 Thank you.

9 COMMISSIONER JARRETT: If there's
10 no other comments or discussion I would entertain
11 a motion.

12 COMMISSIONER SHLENSKY: I will make
13 a motion to recommend approval of PZ-23-10 for
14 Special Uses for Community Center, Government
15 Facility and Parks and Recreation, Variations from
16 Table 2-3 of Article 2, Section 2.3, Lot and
17 Building Regulations of the Zoning Ordinance to
18 increase the allowed maximum building height from
19 28 feet to 36 1/2 feet, to reduce the minimum
20 front yard setback requirements from 30 feet to
21 20.6 feet, to reduce the required parking lot
22 landscape buffer area from 7 feet to 4 feet and
23 from Section 7.7 Parking in R Districts, to allow
24 parking in the street yard in the final plat of

1 subdivision.

2 COMMISSIONER ORLOWSKI: I will
3 second that.

4 COMMISSIONER JARRETT: All right.
5 We have a motion and a second.

6 Are there any questions or comments on
7 the motion?

8 (No response.)

9 COMMISSIONER JARRETT: Roll call:
10 Calvert?

11 COMMISSIONER CALVERT: Yes.

12 COMMISSIONER JARRETT: Hofstra?

13 COMMISSIONER HOFSTRA: Yes.

14 COMMISSIONER JARRETT: LeMieux?

15 COMMISSIONER LeMIEUX: Yes.

16 COMMISSIONER JARRETT: Luedtke?

17 COMMISSIONER LUEDTKE: Yes.

18 COMMISSIONER JARRETT: Orłowski?

19 COMMISSIONER ORLOWSKI: Yes.

20 COMMISSIONER JARRETT: Romano?

21 COMMISSIONER ROMANO: Yes.

22 COMMISSIONER JARRETT: Shlensky?

23 COMMISSIONER SHLENSKY: Yes.

24 COMMISSIONER JARRETT: I too vote

1 yes.

2 With that our recommendation passes to
3 the Village Board.

4 I am really looking forward to this
5 project.

6 So I know you are in the final days. I
7 hope it continues to get refined and it is truly
8 the great project that I think this Village
9 deserves.

10 MR. CAPUTO: Thank you.

11 COMMISSIONER JARRETT: Thank you.

12 MS. FRY: Thank you.

13 COMMISSIONER JARRETT: Thank you
14 very much.

15 We are going to close the public
16 hearing.

17 (Proceedings concluded at
18 8:50 p.m.)

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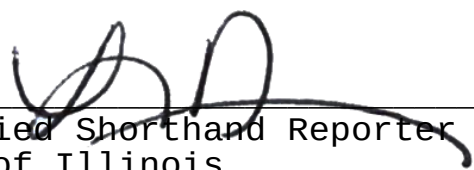
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MEMORANDUM

TO: Village Board of Trustees

FROM: Greg Gola, Director

DATE: September 11, 2023

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing an Agreement with High Level Promotions, St. Edward, Nebraska, to Secure Sponsorships/Naming Rights For Various Areas Within the Village's Recreation Center

RECOMMENDED ACTION:

Staff has been investigating additional revenue streams for the Recreation Center to help offset building and/or operational costs. High Level Promotions specializes in securing sponsors in a variety of sports, entertainment and recreation facilities. The proposed agreement would allow High Level Promotions to solicit interest from potential sponsors and bring back to the Village proposed naming right packages for approval. In the agreement as proposed, the Village would receive 70% of the proceeds garnered from sponsorships and High Level Promotions would receive 30% of the gross sponsorships secured. The resolution as drafted grants the Village Manager the authority to negotiate improvements in the agreement. Staff recommends approval of the resolution.

BACKGROUND:

The Village wishes to secure additional revenue streams for the Recreation Center. If the Board determines that raising funds by attracting sponsorships, to help offset building and/or operational costs for the recreation center, the Board may want to enter into an agreement with High Level Promotions. The Parks and Recreation Advisory Commission reviewed the proposal at their August meeting and recommended presenting the resolution for approval by the Village Board.

DISCUSSION:

High Level Promotions has extensive experience with marketing and the recruitment and securing of sponsors, in a variety of sports, entertainment and recreation facilities. Potential sponsorship areas at the recreation center include exercise flooring, the exercise room, indoor walking/running track, Senior room, gym floor, weight equipment, soft drink/beverage sales, and all recreation areas in general. High Level Promotions presented at the August 28, 2023 board meeting at which time the Village Board requested to postpone the resolution approving the agreement to September 11th.

RESOLUTION NO. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
AUTHORIZING AN AGREEMENT WITH HIGH LEVEL PROMOTIONS, ST.
EDWARD NEBRASKA, TO SECURE SPONSORSHIPS/NAMING RIGHTS FOR
VARIOUS AREAS WITHIN THE VILLAGE’S RECREATION CENTER.**

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

WHEREAS, a majority of the corporate authorities of the Village deem it advisable, necessary and in the public interest that the Village contract for certain professional services associated with corporate sales representation, services and advice regarding sponsorships and other marketing platforms with respect to the Client, with specific emphasis on securing “major sponsorships for the Village of Villa Park (hereinafter the "Consulting Services"); and

WHEREAS, due to the professional skills required to perform the Consulting Services, it is in the opinion of the corporate authorities of the Village that the Consulting Services are exempt from the competitive bidding requirements, in accordance with Section 2-220 of Chapter 2, Article II, Division 2 of the Villa Park Municipal Code; and

WHEREAS, the corporate authorities of the Village believe that High Level Promotions, (hereinafter "Consultant"), due to its experience and skill set, is qualified to provide the Consulting Services to the Village; and

WHEREAS, it is advisable, necessary and in the public interest of the Village to enter into a contract with Consultant for such Consulting Services.

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

Section 1: The facts and statements contained in the preamble clauses to this Resolution are found

Resolution No. _____

to be true and correct and are hereby adopted as part of this Resolution.

Section 2: That *Agreement between the Village of Villa Park, Illinois and High Level Promotions, St. Edward, NE*, is hereby approved in substantially the form as attached hereto as “Exhibit A” and incorporated herein, and the Village Manager is hereby authorized to execute same on behalf of the Village of Villa Park, with such changes therein as may be approved by the Village Manager and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any

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

PASSED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2023.

Village President

Attest: _____
Village Clerk

Resolution No. _____

EXHIBIT A
Agreement between the Village of Villa Park, Illinois and
High Level Promotions, St. Edward, NE

AGREEMENT FOR PROFESSIONAL SERVICES – VILLA PARK AND HIGH LEVEL PROMOTIONS

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made effective as of _____, 2023, by and between _____, (“Client” or “VILLA PARK”), an organization in the state of Illinois, and High Level Promotions, (“High Level” or “Consultant”), a Montana Based Corporation.

RECITALS

- A. High Level has extensive experience and knowledge with respect to corporate partnership sales and marketing, regarding a variety of sports and entertainment facilities, events, and other properties.
- B. The Client desires to engage High Level to provide certain professional services associated with corporate sales representation, services and advice regarding sponsorships and other marketing platforms with respect to the Client, with specific emphasis on securing “major sponsorships.”

NOW THEREFORE, in consideration for the mutual covenants that are contained in this Agreement and referenced in **EXHIBIT A (Naming Rights & Sponsorships Consultancy Proposal)**, incorporated in whole as part of this agreement, the parties hereby agree as follows:

1. RELATIONSHIP OF PARTIES

High Level is engaged hereunder as an independent contractor and as such shall be solely responsible for full compliance with all requirements under all laws and regulations now or in the future applicable to High Level, its business affairs and its performance of its duties under or pursuant to this Agreement. The relationship of High Level to the Client created by this Agreement is that of an independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties or to make the Client liable for the debts or obligations of High Level. High Level shall be provided with all necessary authorizations to negotiate sponsorship and marketing agreements on behalf of Client.

2. SCOPE OF SERVICES, TERM & COMPENSATION

The Client hereby engages High Level, and High Level shall provide the services outlined in **EXHIBIT A (Naming Rights & Sponsorships Consultancy Proposal)** for the benefit of the Client during the term of this Agreement. The term of this Agreement and compensation provided to High Level by the Client are as follows:

2.1 The term of this agreement shall commence upon execution of this agreement and shall extend for one (1) year. (“Initial Term”). Upon expiration of the Initial Term, this Agreement will renew automatically for two successive one (1) year terms under the same terms and conditions set forth herein without further documentation being required. Either party may terminate this Agreement at any time and without cause upon seven (7) days written notice to the other party.

2.2 Sponsorships secured by High Level Promotions may extend past the term of this agreement. Unless this Agreement is terminated for High Level Promotions’ breach as set forth in Section 5 of this Agreement, High Level Promotions reserves the sole right to renew and renegotiate all sponsorship contracts secured throughout the term of this agreement regardless of such sponsorship’s date of termination. Client reserves the sole right to accept or decline any new, renewed or renegotiated sponsorship. Client has final say and authority as to all sponsorship agreements whether new, renewed or renegotiated.

2.3 Upon securing initial sponsorship contracts and upon renewal or renegotiation, High Level Promotions shall be due Thirty Percent (30%) of the gross value of the sponsorship contract secured. All commissions shall be due and payable to High Level Promotions within thirty (30) business days of receipt of payment from sponsor to client. Commissions received by High Level Promotions shall be nonrefundable.

2.4 Client expressly understands that pre-existing relationships or prior attempts to obtain sponsorships or donations shall not be honored by High Level Promotions. Commission shall be due to High Level Promotions for each sponsorship obtained regardless of such sponsor’s prior relationship with Client.

2.5 High Level Promotions shall be responsible for all reasonable out-of-pocket expenses associated with obtaining such sponsorships.

3. REQUIREMENTS

Without in any way limiting any other term or provision of this Agreement or any obligation of High Level hereunder, High Level shall:

3.1 Adhere to all laws, policies, rules, and regulations applicable to the services to be provided by High Level pursuant to this Agreement.

3.2 Have no right or power to enter any Agreement in the name of or on behalf of the Client, or to otherwise obligate the Client in any manner, without the prior written consent and approval of the Client, in its sole discretion.

3.3 High Level Promotions agrees to execute and comply with the Contractor Certifications attached hereto and marked as Exhibit B. It is agreed among the parties that the assurances contained in the Contractor Certifications are each a material representation of fact upon which reliance is placed by the Village of Villa Park in entering into this Agreement with High Level Promotions.

4. INDEMNIFICATION

High Level shall indemnify, defend and forever save and hold harmless the Client, its principals, shareholders, managers, members, partners, officers, directors, contractors, agents and employees (sometimes collectively referred to herein as the "the Client Indemnitees" and individually as a "the Client Indemnatee"), from and against any and all damages, claims, losses, demands, costs, expenses (including reasonable attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, which any one of the Client Indemnitees may suffer or incur arising out of High Level Promotions' negligent or willful misconduct or breach of this Agreement by High Level Promotions. The foregoing indemnification shall survive any termination or the expiration of the term of this Agreement. To the extent permitted by applicable law, the Client shall indemnify, defend and forever save and hold harmless High Level Promotions, its principals, shareholders, members, partners, officers, directors and employees (sometimes collectively referred to herein as the "Consultant's Indemnitees" and individually as a "Consultant Indemnatee"), from and against any and all damages, claims, losses, demands, costs, expenses (including reasonable attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, which any one of the Consultant's Indemnitees may suffer or incur arising out of Client's negligent or willful misconduct or breach of this Agreement by the Client. The foregoing indemnification shall survive any termination or the expiration of the term of this Agreement.

5. TERMINATION FOR BREACH

In the event High Level or any employee of High Level performing services on behalf of High Level for the benefit of the Client breaches this Agreement, the Client will have the right to terminate this Agreement in addition to other rights or remedies which the Client may have under this Agreement, or at law or in equity. In the event the Client or any employee, agent, or other party associated with Client breaches this Agreement, High Level will have the right to terminate this Agreement in addition to other rights or remedies which High Level may have under this Agreement, or at law or in equity. A party will not be in breach hereof unless such party has first been notified in writing by the other party of the alleged breach and the notified party has failed to cure the alleged breach within twenty (20) days following delivery of such notice. High Level acknowledges and agrees that no fees or commissions shall accrue or be due and payable hereunder during any period that the Client has provided written notice to High Level of the occurrence of any alleged breach unless High Level cures such alleged breach to the satisfaction of this agreement prior to the expiration of the applicable cure period. If High

Level fails to cure said breach within the cure period, Client shall have no further obligation to pay fees or commissions due or owing to High Level under this Agreement.

6. INTELLECTUAL PROPERTY

6.1 High Level agrees that (a) nothing in this Agreement is intended to convey any ownership or other rights of Client or Client's affiliated businesses in Client's trademarks, service marks, copyrights or other intellectual property rights (the "Client Trademarks") to High Level, (b) ownership of all such the Client Trademarks shall remain the property of The Client or its affiliates, as the case may be, and (c) High Level will not use any the Client Trademarks under any circumstances without the prior consent of the Client, which consent the Client may withhold in its sole and absolute discretion.

6.2 The Client shall have all ownership rights in all written, recorded, photographic, or visual materials, all computations, sketches, reports, test data, survey results, photographs, renderings, and other materials pertaining to the services prepared by High Level produced in the performance of this Agreement including, without limitation, any business plans prepared by High Level (collectively, the "Documents and Reports"). All Documents and Reports shall be for the Clients exclusive use and re-use at any time without further compensation to High Level. Any restrictions imposed by third parties, such as rights fees payable for use of images in photographs, etc., shall be immediately disclosed to the Client. High Level shall retain no ownership, interest, or title in the Documents and Reports. High Level shall not use any Documents and Reports for marketing purposes without the prior written consent of the Client, which consent may be withheld in the Client's sole discretion.

6.3 High Level represents and warrants that the services provided herein shall not infringe any intellectual property rights of any third party.

7. CONFIDENTIAL INFORMATION

During the term of this Agreement, High Level may gain access or be exposed to certain nonpublic information relating to the business of the Client or its affiliates. High Level agrees that all such nonpublic information of the Client shall remain and be kept in strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of the Client, whose consent may be withheld by the Client in its sole and absolute discretion.

8. WAIVER

No course of dealing or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

9. SEVERABILITY

If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement.

10. OTHER ASSURANCES

The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

11. SPONSORSHIP LIABILITY

Client acknowledges and agrees that High Level shall not be required to secure a specific amount of funding/sponsorship and will be under no strict timeline for its services while going to market. High Level will not be liable or obligated to return any sponsorship commission secured by High Level. Client will be responsible and liable for all funds to be returned to SPONSOR, DONOR, or AFFILIATE of SPONSOR if requested by SPONSOR, DONOR, or AFFILIATE of SPONSOR. High Level shall not be liable for the failure of Client to meet marketing requirements of sponsor or failure to complete any other obligations that were approved and agreed upon between client and sponsor.

12. COOPERATION

The Client shall cooperate with High Level in connection with the performance of its services hereunder, including providing High Level with reasonable and timely access to the client's information, data, and personnel, subject to the restrictions of confidentiality described herein.

13. FORCE MAJEURE

Neither party shall be liable for any delays or failures to perform its services resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war, or other violence, or any law, order, or requirement of any governmental agency or authority.

14. COUNTERPARTS

This Agreement may be executed in counterparts, or by facsimile or electronic mail (email) counterparts, each of which shall be deemed an original and both of which, when taken together, shall constitute the same Agreement.

15. CONSENT AND GOOD FAITH DEALINGS

The parties hereby covenant, each to the other, that each will deal with the other equitably, and will take into account the reasonable commercial expectations of the other in the exercise of rights and obligations hereunder. When consent or approval is requested for any action, the party

from whom approval is sought shall give full and fair consideration to the financial issues raised by the other party and shall act in a fair, timely and non-capricious manner. Unless otherwise indicated specifically in this document (i.e., "sole discretion"), consent and approvals shall not be unreasonably withheld, delayed or conditioned.

16. DELIVERABLES

Upon termination of this Agreement, High Level shall deliver all records, notes, and data of any nature that are in High Level's possession or under High Level's control and that are Client's property or relate to Client's business. Client will be responsible for all sponsorship fulfillment thereafter.

17. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. The parties agree that venue of any legal action arising out of this Agreement or incident thereto shall be proper in a court of competent jurisdiction in DuPage County, Illinois and each party waives any objection to such venue.

18. ASSIGNMENT. Neither this Agreement nor any other obligations of either party under this Agreement may be assigned or delegated by the other party without the written consent of the first party.

If you agree with the details outlined in this agreement, please indicate by signing this document in the space provided below and return it to High Level. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Acknowledged and Accepted by: _____, _____, _____ **(Initial)**

[SIGNATURE PAGE FOLLOWS]

VILLAGE OF VILLA PARK

Title: Village President

Date:

Attest: Village Clerk

Party Providing Services:
High Level Promotions

Title:

Date:

Name:

Signature:

EXHIBIT A - Naming Rights & Sponsorships Consultancy

Needs to be provided by High Level Promotions

EXHIBIT B – Contractor Certifications

The assurances hereinafter made by High Level Promotions (hereinafter the “Contractor”) are each a material representation of fact upon which reliance is placed by the Village of Villa Park in entering into the contract with the Contractor. The Village of Villa Park may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, _____, hereby certify that I am the _____ of _____, and as such, hereby represent and warrant to the VILLAGE OF VILLA PARK, a municipal corporation, (hereinafter the “Village”) that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (a) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (b) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (c) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the Village, that:

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* (“Drug-Free Workplace Act”), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;

- i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(A)(1)c from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any

person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

- (C) the Contractor is in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy;
- (D) the Contractor is in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, Contractor may be declared ineligible for future contracts with the Village, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- (E) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;
- (F) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 2-327 of the Municipal Code of the Village of Villa Park;
- (G) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-327 of the Municipal Code of the Village of Villa Park;

- If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village in writing within seven (7) days.

Contractor:

STATE OF _____)
) ss.
COUNTY OF _____)

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of _____, appeared before me this day in person and,
(Name of Owner or Officer)
(Name of Contractor)
being first duly sworn on oath, acknowledged that he executed the foregoing certification as his
free act and deed.

Dated: _____, 2023

Notary Public

August 09, 2023

Proposal prepared by:
Colton Wayne

High Level Promotions
Highlevelpromotions.com
donny@highlevelpromotions.com

Introduction



SOUTH ELEVATION - FACING WILDWOOD AVE.
VILLAGE OF VILLA PARK LIONS PARK COMMUNITY CENTER March 10th 2022

High Level Promotions is the go-to naming & sponsorship agency for the "seeing is believing" and "experiences are worth paying for" world that we now live in.

Simply put, you're spending a lot of time, effort, and money on this project and everything else it takes to get this project off the ground.

Because we have worked with a whole host of events and businesses, sports complexes, and other large projects, we know exactly what to expect. This will detail the different ways we plan on ensuring the success of the Villa Park Recreation Center.

Keep reading to find out more...

Executive Summary

Villa Parks is considering the acquisition of a third-party consultant to evaluate and potentially secure supplemental funding and additional revenue streams for their Multipurpose Event Center Complex Project via Naming Rights & Sponsorship.

High Level Promotions, LLC (also referred to as "HLP" or "High Level") is a multidimensional service provider specializing in Naming Rights and Sponsorships development. Founded on nationwide & global experience and results, HLP is uniquely positioned as a consultant to **serve as a catalyst in subsidizing project expenditures by way of strategically maximizing revenue associated with corporate partnerships.**

Our goal is for our clients and their newfound corporate partners to walk away with both aesthetically pleasing and high-value/high-dollar sustainable partnerships for the future. The mixture of HLP's Midwestern work ethic and core value of "Relationships Matter" has resulted in high-level results, significant returns, and long-term rapport with our partners. HLP creates an environment where everyone wins!

Naming Rights and Sponsorships help to elevate a partner's brand above any competition allowing them to create powerful, multi-faceted marketing platforms. Such partnerships will augment a partner's corporate image, provide powerful and emotional brand association, and offer more value than any other advertising medium in the industry. These opportunities will offer extensive benefits packages that include, but won't be limited to, exterior and on-site exposure, media coverage, digital assets, hospitality, and a host of other opportunities traditional marketing channels cannot provide.

Scope of Work

The purpose of this partnership is for High Level Promotions to reasonably determine the potential supplemental revenue the Villa Park Recreation Center could generate via the sale of Naming Rights & Sponsorships, and thereafter, represent the organization as an exclusive sales agent to sell such corporate partnerships accordingly.

Why High Level Promotions?

We know a thing or two about events, sponsorships, & bringing our clients the value their projects deserve.

Most recently, our founders and strategic partner companies helped raise \$1 Million in 30 days for a project in Clyde, Texas. Most notably, our efforts can be directly tied to over \$15 million raised for a sports complex in Central Nebraska - \$10 million in donations and \$5 million in naming & sponsorship. We are happy to report that both of these projects still have room to grow with further naming & sponsorship negotiations in the works.

General Outline & Game Plan

We break this out into more detail below but here are the 3 Steps we take to bring you the most benefit.

1. Evaluation of Opportunity & Planning

This part has begun with phone call conversations - these initial calls prove that there is feasible opportunities that sponsors and naming partners may want to offer their hand in.

2. Platform Development

Our goal is to maximize sponsorship and naming revenue for the Villa Park Recreation Center. The largest opportunity will be the naming of the entire complex. From there we will also look to utilize the remaining facility's key assets to generate additional monetary support.

3. Sales Execution

We work on a "You are the boss" type of model. Meaning that you have the final say in what gets marketed for sponsorship & naming, who you believe we should initially reach out to (side note: we ALWAYS start with local companies and then go national), and most importantly, you have the final say in determining if you want to accept any & all offers. We are here to advise on ways to make sponsorships more lucrative and appealing, and to help with negotiations with sponsors and naming partners, meanwhile, you are the boss & ALWAYS have the final say.

Phase 1 & 2: Planning & Platform Development (More detail)

- HLP will work with the necessary parties to review the checklist, tour the site(s) thoroughly, and address all other relevant topics. Such correspondence will be pertinent and critical to work/timing associated with all future phases of the project. Thereafter, HLP will perform all services previously outlined in the "Evaluation" section of this proposal, including but not limited to:
 1. Examination of the local market
 2. Review of existing inventory
 3. Identification, creation, and development of new assets

4. Building of sponsorship platforms, including potential tiered levels of sponsorships. For example, a “Signature Partner” program.
5. Measurement of quantitative benefits
6. Rating of qualitative benefits

It should be emphasized that while HLP has a vast amount of sales execution experience. This “real-world” experience is always applied during our evaluation process to better ensure our numbers are realistic and may more reasonably be attained. Additionally, for Naming Rights and Sponsorships there may be a potential philanthropic and emotional component to this venue that may not necessarily exist with others. HLP will work with the client’s designated contacts to evaluate the impact of this additional value driver, and how it might materially impact revenue generation in a positive manner.

Phase 3: Sales Execution (more detail)

During the completion of Phases 1-2 and providing all results to appropriate individuals, HLP will target naming rights and sponsorship opportunities for sales execution, including the services previously detailed within the “Sales Execution” portion of this presentation, which include but aren’t limited to:

- Development of a prospect database
- Turnkey sales execution
- Management of the negotiation process

Naming & Sponsorship Monetary Opportunity

Let's talk about the opportunity...

We have not & will never guarantee a project a certain amount in sponsorship and naming but we have yet to fall short of our goals on any projects once we know all the details & we don't intend to start here.

Speaking from a 30,000-foot view with the anticipation of getting to the ground level upon execution of agreements - with the assets including the naming of facility, indoor/outdoor opportunities, broadband opportunities, beverage service opportunities, and more, it is our professional opinion that there are significant amounts of additional revenue available for this complex.

Opportunity Explained Further:

Typical naming & sponsorship contracts will develop over the next 1 to 12 months. The typical contracts are 5 or 10 years but can vary, so if a partner comes on for \$130,000 they will typically pay the complex \$13,000 for 10 years or \$26,000 for 5 years. HLP knows that money in hand is more valuable than money in the future, so we tend to offer discounts for upfront payment in full (10-20% discount depending on asset) but this would be up to you if you would like to offer an option like that.

Final Thoughts



Through our direct experience working with city governments, municipalities, non-profits, and other entities we found that our holistic approach has yielded tremendous returns for ALL of our clients.



H I G H L E V E L P R O M O T I O N S

SPONSORSHIP ACTIVATION

NAMING RIGHTS

BEVERAGE POURING RIGHTS

PREMIUM SEATING/SUITE SALES

VIDEO MARKETING

This deck provides a high-level overview of HLP services, along with a collection of HLP' past projects, existing projects (may not include all), and leadership experience.



Gregg Young Auto Sports Campus

Location: Norwalk, Iowa

Role: Naming Rights/Sponsorship
Consultant/Granting Writing/Video

Value: \$2.5 million secured

Construction Cost: \$300 million



[Hanner Chevrolet Sports Campus](#)

Location: Clyde, Texas

Role: Naming Rights/Sponsorship
Consultant/Video

Value: \$1 million secured

Construction Cost: \$15million



Union Point Sports Complex

Location: Boston, Massachusetts

Role: Naming Rights/Sponsorship Consultant

Value: **CURRENTLY ACTIVE**

Construction Cost: \$30 million



Cincinnati Pickle Lodge

Location: Cincinnati, Ohio

Role: Beverage Rights/Memberships

Value: \$300,000 secured *Active

Renovation Cost: \$11 million



Etowah County Sports Complex

Location: Rainbow City, AL

Role: Sponsorship Consultant

Value: \$700,000 secured

Construction Cost: \$10 million



[Pinnacle Bank Sports Complex](#)

Location: Grand Island, NE

Role: Marketing/Video

Value: \$4 million secured

Construction Cost: \$35 million

Brands We Work With



*Thank
You*



donnybaker_

Donny Baker

Follow

65 Following 789.1K Followers 9.1M Likes

Check out IG! [↑](#) Donnybaker_

Farmer 🌾 Filmmaker 🎬

Nebraska 📍

youtu.be/2cYEESFGia4



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: September 11, 2023

SUBJECT: Resolution Approving the Execution of an Intergovernmental Agreement Between the Village of Villa Park and DuPage School District 45 for School Resource Officer Service

RECOMMENDED ACTION:

The proposed Intergovernmental Agreement (IGA) between the Village of Villa Park (the Village) and the Board of Education of the DuPage School District 45 (D45) provides for a School Resource Officer to be employed by the Village and serve the D45 schools in Villa Park, Jefferson and Jackson Middle School in particular. The agreement was approved by the D45 Board on Tuesday, September 5th. Staff recommends approval of the resolution.

BACKGROUND:

The Village has had an agreement to provide a School Resource Officer for Willowbrook High School for at least 15 years and a presence in the school since the 1980's. We approved a three-year extension of a three-way agreement with Dupage School District 88 (D88) and the Village of Addison to provide SROs at Willowbrook High School (Villa Park PD) and Addison Trail High School (Addison PD) last year.

Up until recently, it was more common to have a DARE officer or Officer Friendly type program in elementary and middle schools. Within the last decade, however, it has become more common to see SROs in middle schools or even grade schools. An SRO is a commissioned officer who typically is empowered to conduct law enforcement activities as well as the mentoring and emergency support duties. After a year-long dialog, D45 has decided that they would like to enter into an agreement with the Village of Villa Park to have an SRO in their schools, primarily Jefferson and Jackson middle schools. The attached agreement was approved by the D45 Board on Tuesday, September 5th.

DISCUSSION:At the beginning of discussions, there was some trepidation among D45 School Board members around the idea of allowing a police officer in full gear to be on duty in the D45 schools. There were concerns about kids getting moved directly from the school system to the corrections system. This, and other very serious common concerns were talked through in a series of meetings and discussions at all levels. Because of the hesitancy of some members of the D45 community, the Police leadership and Village Manager have seen fit to incorporate several unique conditions into the agreement. Among these are:

1. The SRO will not issue tickets to students on school grounds. If the situation calls for that level of intervention, VPPD will have another officer come on the school grounds to issue the citation.
2. The Village will accept 50% of costs for the first year of the agreement; 55% in year two and 60% in the final year of the agreement. D88 pays 60% although many years ago it was 50%.
3. The SRO will take diversity, equity, and inclusion training in addition to the mandated training.
4. The School District will be allowed to choose their SRO from among a group of willing officers pre-approved by VPPD leadership.

The Village did require that the SRO be allowed to wear body armor, a body camera, and a standard uniform. The willingness by D45 to enter into this agreement is a major step forward in our relationship with D45.

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK AND DUPAGE SCHOOL DISTRICT 45 FOR SCHOOL RESOURCE OFFICER SERVICES

WHEREAS, the Village of Villa Park (“Village”) and the Board of Education of DuPage School District 45 (“District”) are units of local government as defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and have found it to be in their mutual best interests to work together to provide a school resource officer to the District, as set forth hereinafter; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Village and the District, agree that the implementation of a School Resource Officer Program, as described in the Intergovernmental Agreement, attached hereto as “Exhibit A”, is in the best interests of the District and the Village, and

WHEREAS, in the opinion of the majority of the corporate authorities of the Village of Villa Park, it is advisable, necessary and in the public interest that Villa Park enter into an Intergovernmental Agreement with the District regarding the provision of school resource officer services to schools within the District.

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: That the *Intergovernmental Agreement between the Village of Villa Park and DuPage School District 45 for School Resource Officer Services* (“Agreement”), is hereby approved in substantially the form as attached hereto as “Exhibit A”, and incorporated herein, and the Village President is hereby authorized to execute same on behalf of the Village of Villa Park, with such changes therein as may be approved by the Village President and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Resolution No. _____

Section 3: This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

VILLAGE OF VILLA PARK

Nick Cuzzone, Village President

ATTEST:

Hosanna Korynecky, Village Clerk

ADOPTED this _____ DAY OF _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Resolution No. _____

EXHIBIT A

**Intergovernmental Agreement between the Village of Villa Park and
DuPage School District 45 for School Resource Officer Services**

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF VILLA PARK,
AND DUPAGE SCHOOL DISTRICT 45
FOR SCHOOL RESOURCE OFFICER SERVICE**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into as of _____, 2023 (the "*Effective Date*") between the Village of Villa Park, an Illinois municipal corporation, and the Board of Education of School District 45, an Illinois school district (the "*D45*" or "*District*").

WITNESSETH:

WHEREAS, the Village as a unit of local government and the District as a school district, as defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), have found it to be in their best interests to work together to provide school resource officers, as set forth hereinafter; and,

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

WHEREAS, the Village and the District, agree that the School Resource Officer Program as described in this Agreement is in the best interests of the District and the Village; and

WHEREAS, the District desires to have the services of a sworn police officer available who will act as a School Resource Officer (an "*SRO*") at the Jefferson Middle School and Jackson Middle School which are administered by the District; and

WHEREAS, the Village is willing to assign a sworn police officer to serve as an SRO to Jefferson Middle School and Jackson Middle School, under the terms of this Agreement.

WHEREAS, the assigned SRO will also assist with matters at the D45 Elementary Schools in Villa Park, under the terms of this agreement,

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, and other valuable consideration set forth in this Agreement, the receipt and sufficiency whereof are herein acknowledged, the parties hereto agree as follows:

1. **Mission and Objectives.** The Mission Statement and SRO Program Objectives are described in Exhibit A, attached to and by this reference incorporated into this Agreement.

2. **Village of Villa Park to Assign SRO.** The Village of Villa Park will assign one (1) sworn police officer to act as an SRO for District 45 Schools in Villa Park under the terms of this Agreement. Upon written agreement of the Village of Villa Park and the District, the Village of Villa Park may provide additional sworn police officers to the District pursuant to the terms of this Agreement.

3. **Term of Agreement.** This Agreement shall be in full force and effect beginning on the first day of student attendance in August 2023 and ending on June 30, 2024 ("Term"), and shall remain in full force and effect thereafter for succeeding one year terms ("Extended Term"), unless terminated as provided for herein.

4. **Termination.** Any party may terminate this Agreement at any time during the Term and any Extended Term by providing the other parties with sixty (60) days prior written notice of termination.

5. **Notice.** All notices desired or required to be given hereunder shall be given in writing and sent via first class mail to:

Village of Villa Park
Attn: Village Manager
Copy to: Chief of Police
20 S. Ardmore Avenue
Villa Park, Illinois 60181

DuPage School District 45
Attn: Superintendent
Copy to: Chief Financial Officer
255 W Vermont Street
Villa Park, Illinois 60181

With a Copy to:
Robbins Schwartz
Attn: Matthew J. Gardner
55 W. Monroe St., Suite 800
Chicago, IL 60603
mgardner@robbins-schwartz.com

6. **Assignment of SRO to D45 (Jackson Middle School/Jefferson Middle School); Hours.** Beginning in August 2023 on the first day students are in attendance in the District, and continuing for each day of student attendance until the last day of student attendance in the District, a Village of Villa Park police officer selected by the Village as provided in this Agreement will be assigned by the Chief of Police or the Chief's designee (collectively the "Chief of Police") to serve as an SRO at D45 during school days when school is in session and at after-school-hours events as agreed to between the Village of Villa Park and the District on a case by case basis. The hours the SRO will serve for each regular school day at D45 are estimated to be 8.00 hours ("*Regular Hours*"). Hours served longer than 8.00 Regular Hours will be deemed overtime hours ("*Overtime*"). Changes to the Regular Hours will be determined jointly by the Superintendent or the Superintendent's designee (collectively the "*Superintendent*") and the Chief of Police. On days the SRO is not reporting to D45, the SRO will report to the Villa Park Police Department.

7. **Duties of SRO.** The duties of the SRO will be established and assigned in accordance with the objectives set forth as the "Police Resource Officer - General Guidelines" attached to and by this reference incorporated into this Agreement as Exhibit B. The SRO also will perform other duties at D45 consistent with the objectives set forth in Exhibit B and that are assigned by the Chief of Police and the Superintendent, acting jointly. Other general standards may be determined by the parties.

8. **Specialized Training.** The SRO will receive specialized training to work with youth at a school site and comply with Public Act 100-0984 for SRO beginning January 1, 2021. Although the SRO will consult and coordinate with the school administration, the SRO functions as a police officer and will carry out his or her duties and responsibilities accordingly. The SRO will not act as a school disciplinarian, which is the responsibility of the school administration. The Village will also provide the SRO with diversity, equity, and inclusion training (“DEI Training”); the Village shall consult with the District as to the scope and frequency of such DEI Training.

9. **Body Worn Cameras.** As required by Illinois Law, each SRO will be equipped with a Body Worn Camera (“BWC”) on District property to ensure the health, welfare, and safety of all students, staff, and community members on District property. The SRO shall utilize the BWC as provided by law in accordance with Village policies for the usage of BWCs. 50 ILCS 706/10-20.

- a. The Parties agree that for purposes of the Law Enforcement Officer-Worn Body Camera Act, an SRO is performing a “Community Caretaking Function”, unless otherwise investigating criminal activity. As such, an SRO’s BWC shall not record during the school day unless and until the SRO has reason to believe that a crime has been, or is in the process of being committed, and resultingly is engaging in “Law Enforcement-related Encounters or Activities.”
- b. If a BWC is turned on for any reason during the school day, the SRO shall promptly notify the Superintendent or their designee, in a reasonable time frame after the recording has ceased.
- c. If a student is recorded by an SRO during the school day by a BWC, the SRO shall be considered a law enforcement unit of the school such that the records created by the SRO for law enforcement shall not be considered educational records. Any such film or video taken by and kept in the possession of the Village’s officers may be considered law enforcement records under FERPA. Requests for law enforcement records are in the exclusive purview of the Village.
- d. Upon executing this Agreement, the Village shall provide to the District a copy of the Villa Park Police Department’s written policy regarding the use of body cameras adopted in accordance with the foregoing Act, including, but not limited to, the Department’s policy for when the cameras will be turned on while the officer is on duty in the schools and the expectations of privacy of the District’s students, invitees, and employees, and the District and Village shall determine appropriate procedures for flagging recordings related to incidents in the schools for retention by the Village and for access by the District as otherwise allowed by law. Any copy of such film or video recorded by the SRO on the BWC, if permitted by law to be provided to the District, may become an educational record.

- e. Prior to use of body cameras in the District, the Village will provide written information and training to appropriate school employees concerning the objectives and procedures for the use of body cameras in the District. The SRO shall be trained in the operation of the equipment prior to its use.

10. **School Discipline.** District administration shall be solely responsible for implementing student discipline rules, policies and procedures. District administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns related to student discipline to the Building Principal or designee and shall not independently investigate or administer consequences for violations of student disciplinary rules, policies or procedures. The SRO shall not have any involvement in routine disciplinary matters, such as tardies, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, disrespectful behavior, and other minor infractions of school rules. School officials shall only request SRO assistance when necessary to protect the physical safety of students, faculty, staff and others in the school environment or when a student engages in criminal activity. This does not prohibit the SRO from independently investigating student conduct which involves violations of law, even if the same student conduct which violates the law also results in disciplinary action by District administration (*see Section 11, Joint Law Enforcement and School Discipline Investigations, below*).

- a. Searches. The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless his/her assistance is requested by school authorities to maintain a safe and secure school environment.

Pursuant to Illinois law, a search of a student on school grounds by an SRO at the request of school authorities is deemed a search by a school employee for Fourth Amendment purposes and thus is subject to the reasonableness standard, not the probable cause standard.

When requested to assist with a search by school authorities, the SRO shall comply with the District's Board Policy 7:140, *Search and Seizure*, and related administrative procedures as follows:

1. At the request of school authorities, the SRO may search a student and/or the student's personal effects in the student's possession (such as purses, wallets, knapsacks, book bags, lunch boxes, etc.) when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or the District's student conduct rules. The search itself must be conducted in a manner that is reasonably related to its objective and not excessively intrusive in light of the student's age, sex, and the nature of the infraction.
2. When reasonably feasible, and unless directed by the school authorities

requesting the search, the search should be conducted:

- A. Outside the view of others, including students;
 - B. In the presence of a school administrator or adult witness; and
 - C. By a certificated employee or SRO of the same sex as the student.
 - D. Immediately following a search, the SRO shall make a written report and provide it to the District Superintendent.
- b. Interviews. The SRO will not be involved in interviews of students initiated and conducted by school authorities in disciplinary matters unless requested by school authorities to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his/her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively interview students.
 - c. Ticketing. The SRO shall not ticket the District's students for any reason. This Agreement shall not prohibit other Village police officers (not the SRO) from ticketing the District students when the Police Department deems such ticket necessary at the conclusion of their investigation.

11. **Joint Law Enforcement and School Discipline Investigations.** In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (*e.g.* when both the school authorities and the SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school authorities and the SRO to work in tandem. In such circumstances, the SRO shall be mindful of and clarify his/her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing.

12. **SRO Reporting.** The SRO will report to the Chief of Police and to the Superintendent. The Villa Park Police Department Chief of Police must approve any directives from District officials that are contrary to Villa Park Police Department policy.

13. **Issue Resolution.** All issues that cannot be resolved or answered between the SRO and District officials will be submitted to the Superintendent and the SRO's Chief of Police for resolution.

14. **Selection of SRO.** The Chief of Police will collaborate with the Superintendent to select, assign, replace, and/or reassign the SRO. When selecting a new SRO, the Chief of Police will submit names to the Superintendent of suitable officers and their qualifications for consideration as a SRO. The Chief of Police and the Superintendent will together make the final selection of the SRO. If the Chief of Police and the Superintendent cannot agree on a final SRO then either Party may terminate this Agreement. If the Chief of Police wishes to reassign

the SRO to the Police Department, then the Chief of Police will endeavor to provide written notice to the Superintendent not less than thirty (30) days prior to the proposed reassignment. The notice period may be shorter in the case of exigent circumstances. The Chief of Police and the Superintendent will collaborate during the notice period about candidates to replace the reassigned SRO and the selection of the replacement officer will be in accordance with this Section.

Candidates for a SRO must be in good standing with the Village and have the following qualifications: (1) certification from the Illinois Law Enforcement Training and Standards Board, (2) completion of a 40-hour basic SRO training class, (3) good oral, written, and interpersonal skills, including public speaking, (4) knowledge of and experience in matters involving cultural diversity, and (5) an affinity for young people and the ability to be calm, patient, approachable, self-directed, and collaborative.

15. **Resolution of Dissatisfaction.** Change in SRO. If at any time the District is dissatisfied with the performance of a SRO, then the District and the SRO's Village will meet to resolve the dissatisfaction. If the dissatisfaction cannot be resolved, then the parties will meet to discuss a replacement SRO to be appointed by the Village.

16. **SRO is Village Employee.** The SRO at all times will be an employee of the Village and not in any way an employee or representative of the District. The Village has the power and authority to hire, discharge, and discipline their own SRO, in its discretion. The Village is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The Village shall also maintain payroll, attendance and performance evaluation records of the SRO. The SRO shall be covered by their Village's worker's compensation insurance.

17. **Confidentiality; Access to Student Records.** The SRO shall comply with all applicable laws, regulations and District policies relating to the confidentiality of student records, including but not limited to: the *Illinois School Student Records Act* ("ISSRA", 105 ILCS 10/1 *et seq.*), the *Family Educational Rights and Privacy Act* ("FERPA", 20 U.S.C. 1232g), the *Individuals with Disabilities Education Act* (20 U.S.C. 1400 *et seq.*), the *Illinois Mental Health and Developmental Disabilities Confidentiality Act* (740 ILCS 110/1 *et seq.*), and District Board Policy 7:340, *Student Records*.

The SRO may have access to confidential student records or to any personally identifiable information of any District student to the extent allowed under FERPA, ISSRA, and applicable District policies and procedures. The SRO shall not automatically have access to confidential student records or personally identifiable information in those records simply because he/she is conducting a criminal investigation involving a student. School officials may, however, share relevant student records and personally identifiable information in those records with the SRO under any of the following circumstances:

- a. The SRO is acting as a "school official" as it relates to accessing student records as defined in 34 C.F.R. §99.31 because he/she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed.

- b. The SRO has written consent from a parent/guardian or eligible student to review the records or information in question.
- c. The Superintendent or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.
- d. The disclosure is made pursuant to a valid court order, provided that advanced notice of compliance is provided to the parent/guardian or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or contents of the court order or the information furnished in response to not be disclosed.
- e. The information disclosed is "directory information" as defined by District Board Policy 7:340, *Student Records*, and the parent/guardian or eligible student has not opted out of the disclosure of directory information.
- f. The disclosure is otherwise authorized under FERPA, ISSRA and applicable District policies and procedures.

18. **Compensation.** The District will compensate the Village for the services of their SRO as follows:

- a. On or about January 15 and June 15 each year, the Village will send the District a detailed invoice for the District's percentage of all employment costs incurred by the Village for the assigned SRO, including without limitation salary and benefits and overtime costs (to be paid at one hundred percent (100%) as provided in (c) below), incurred during the previous time period. The Parties' responsibility for the SRO's employment costs shall be as follows:

Term	District's Share	Village's Share
2023-24	50%	50%
2024-25	55%	45%
2025-26 and all Extended Terms Thereafter	60%	40%

The District will pay the invoices within sixty (60) days after receipt of the invoice. The District and the Village may implement a different invoice and payment schedule from time to time upon written agreement of the District and the Village.

- b. As used in this Agreement salary and benefits shall include the following:

- (1) Base salary of the School Resource Officer;
- (2) Contributions by the Village on account of the School Resource Officer to the Social Security and pension benefits plan for said Officer;
- (3) Cost of medical insurance provided by the Village for said Officer;
- (4) Cost of any dental insurance provided by the Village for said Officer;
- (5) Cost of any life insurance provided by the Village for said Officer;
- (6) Cost of Worker's Compensation coverage for said Officer.
- (7) Cost of any Medicare insurance premiums made on account of said Officer;
- (8) Cost of the uniform allowance furnished by the Village for said Officer;
and
- (9) Vacation and Sick Time.

The Village will provide the District with a detailed estimate of the annual salary, fringe benefits, and other expenses of employment of the SRO for each District Fiscal Year (July 1 – June 30) by no later than the preceding June 1.

- c. Overtime. The District agrees that the cost incurred by the Village for Overtime work performed by a SRO for the District (pursuant to paragraphs (d) and (e) below) shall be reimbursed completely by the District. The District agrees and understands that this cost shall be at the rate of 1-1/2 times the hourly salary of the SRO ("*Overtime Rate*").
- d. SRO Investigations. It is recognized and acknowledged by the District that there are circumstances when the SRO becomes involved in investigations that begin while on school grounds and that result in his leaving school grounds to further the investigations, including, but not limited to: follow-up investigations at the officer's Police Department; contacting and interviewing witnesses, suspects, or victims at locations other than on school grounds; and providing in-court testimony. The District agrees that any such time away from the school grounds shall be included as part of the officer's SRO assignment. When in the judgment and discretion of the SRO and the Superintendent, the nature of the investigation that began on school grounds requires that the SRO work beyond their Regular Hours, the District agrees that the cost incurred by the Village for the Overtime work performed by the SRO shall be reimbursed completely by the District at the Overtime Rate.
- e. Hire-back rates. Any Overtime work incurred by an SRO as the result of a hire-back (i.e. special duty at an athletic event or tournament) outside the SRO's Regular Hours, shall be reimbursed completely by the District at the Overtime Rate. The Village will provide the District with said rates for each Fiscal Year (July 1 – June 30) by the preceding June 1.
- f. The Village and the District may reconcile any invoice and payment as necessary to reflect full payment of the SRO employment costs. In addition, if the SRO changes during the school year, then the Village will re-invoice the

District based on the actual salary and benefits of the newly assigned SRO.

- g. The District may request documentation from the Village regarding the salary and benefits computation of overtime paid of the SRO.
- h. The District and the Village will meet each year prior to June 1 regarding the compensation the District will pay to the Village for the following school year. That amount will be memorialized in writing signed by the Village Manager or their designee and the District's Board of Education Superintendent or their designee.
- i. The District will not be responsible for compensating the Village for the services of the SRO during any temporary reassignment from the school.

19. **Temporary Reassignment of SRO.** The Village may at any time temporarily reassign the SRO from their assigned District post if the Chief of Police determines there is a Police Department staffing shortage, whether because of an emergency or other circumstance and for whatever period of time. The Village will provide the District with as much advance notice of the reassignment as practicable. If the SRO is absent for any other reason, the Village will make its best efforts to provide a substitute for the SRO. The District will not be responsible for compensating the Village for the services of the SRO during any temporary reassignment from the school. If no substitute SRO is available, the Village shall reimburse the District on a per diem rate.

20. **Insurance.** The Village shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than \$3,000,000 per occurrence and in the aggregate. Such coverage must include and shall not exclude sexual abuse and molestation coverage. The Village shall also keep the following insurance in force at all times during the term of this Agreement: Business Automobile Liability with limits of not less than \$2,000,000 combined single limit per accident for bodily harm and property damage; Law Enforcement Liability Insurance, on an occurrence basis, with limits of not less than \$5,000,000 per occurrence and in the aggregate; and, Workers' Compensation Coverage, including Occupational Disease and Employer's Liability Insurance, in statutory amounts and coverages as required by law, with Employer's Liability of not less than \$500,000 for bodily injury by accident per accident, and not less than \$500,000 per employee for bodily injury by disease. Each party may satisfy the insurance obligations under this Paragraph by utilizing excess or umbrella insurance. For the purposes of this Paragraph, insurance may be provided through a self-insured intergovernmental risk pool or agency. The Village shall name the District's indemnitees (as defined in paragraph 21) as additional insureds on all insurance required hereunder. The District shall name the Village's indemnitees (as defined in paragraph 22) as additional insureds on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the parties waive any right of subrogation that they or any of their agents may have against any of the other party's indemnitees. If requested by a party, the other party will provide a certificate of insurance coverage.

21. **Indemnification Village to District.** To the fullest extent permitted by law, the Village agrees to indemnify, defend, and hold harmless the District and its elected officials, officers, employees, and agents, and their successors and assigns, in their individual and

official capacities (collectively the "*Indemnitees*"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation reasonable attorneys' fees and litigation costs, incurred by any of the Indemnitees for injuries to persons or for damage, destruction, or theft of property arising out of any activity of the Indemnitor including its elected officials, officers, employees, and agents, but only to the extent caused in whole or in part by a wrongful or negligent act or omission of the Indemnitor or Indemnitor's breach of this Agreement. Nothing in this provision or in this Agreement may be applied or deemed to be a waiver of the defenses available to either party under the Illinois Local Government and Governmental Employees Tort Immunity Act or to which the party would be entitled under statute or common law, with respect to claims by third parties.

22. **Indemnification District to Village.** To the fullest extent permitted by law, the District agrees to indemnify, defend, and hold harmless the Village and their elected officials, officers, employees, and agents, and their successors and assigns, in their individual and official capacities (collectively the "*Indemnitees*"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation reasonable attorneys' fees and litigation costs, incurred by any of the Indemnitees for injuries to persons or for damage, destruction, or theft of property arising out of any activity of the Indemnitor including its elected officials, officers, employees, and agents, but only to the extent caused in whole or in part by a wrongful or negligent act or omission of the Indemnitor or Indemnitor's breach of this Agreement. Nothing in this provision or in this Agreement may be applied or deemed to be a waiver of the defenses available to either party under the Illinois Local Government and Governmental Employees Tort Immunity Act or to which the party would be entitled under statute or common law, with respect to claims by third parties.

23. **Evaluations of SRO Program.** The District and the Village will conduct an evaluation of the SRO program annually at the end of each school year and by written agreement adjust the program as appropriate.

24. **Disclaimer of Relationship.** Nothing contained in this Agreement, nor any act of the Village or the District, shall be deemed or construed by any of the parties hereto or by third-persons, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Villages or the District respectively.

25. **No Third-Party Beneficiaries.** This Agreement is intended for the benefit of the Parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue shall only be proper in a court of competent jurisdiction located within the County of DuPage, Illinois.

27. **Compliance with All Laws.** The Village and District shall at all times observe and comply with the laws, ordinances, regulations and codes of federal, state, county and other

applicable government agencies, which may in any manner affect the performance of this Agreement.

28. **Waiver of Breach.** If any party waives a breach of any provision of this Agreement by another party, that waiver will not operate or be construed as a waiver of any subsequent breach by any party or prevent any party from enforcing such provisions.

29. **Merger Clause, Amendment.** This Agreement sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

IN WITNESS WHEREOF, the Village and the District each has caused this Agreement to be signed by its duly authorized representatives as of the Effective Date.

VILLAGE OF VILLA PARK

Village President

ATTEST:

Village Clerk

DUPAGE SCHOOL DISTRICT NO. 45

President, Board of Education

ATTEST:

Secretary, Board of Education

EXHIBIT A

MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment, and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

POLICE DEPARTMENT SCHOOL RESOURCE OFFICER PROGRAM OBJECTIVES

1. Friendly contact between the Police Department and the community's youth.
2. Assistance and information sharing concerning problems and issues affecting the schools and students.
3. Education of children regarding the role of laws, courts, and Police in society.
4. Protection and education of children involving molestation, involvement with older law violators, and other harmful influences.
5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.
6. Prevention of crime or delinquent behavior by juveniles within the SROs' areas of assignment.
7. Effective problem solving and liaison with neighborhoods surrounding the schools, which are affected negatively by the conduct of students.

School Resource Officers are:

- encouraged to act and work as a school official when requested, and to work as a team with other school officials for the betterment of students and the school and neighborhood environment as a whole and encouraged to work extra-curricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection.
- to investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, and enforcement of the school code of conduct for the purpose of maintaining a safe and effective learning environment in the schools.
- expected to keep the school principal or their designee informed about law enforcement action which occurs on school property and/or which may involve a student. This, of course, will occur consistent with the laws of the State of Illinois.
- to be involved in school discipline. When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. IN ALL OTHER CASES, disciplining students is a School

District responsibility, and the SRO will take students violating the code of conduct to the principal where school discipline can be meted out.

- governed by the rules, policies, shifts, schedules, procedures and practices of the Villa Park Police Department and the Village of Villa Park, under the supervision of an assigned Sergeant;
- police officers are not school teachers, school administrators, nor school counselors. The officers will assist teachers with classroom presentations on relative topics when requested and able. They will also work with families, individual students and other school staff members with guidance efforts when requested and appropriate.

EXHIBIT B

SCHOOL RESOURCE OFFICER – GENERAL GUIDELINES

- A. General: The School Resource Officer positions are held by sworn police officers. The purpose of the position is as follows:
1. Provide the Police Department and the Resource Officer's assigned School with a direct line of communication and resource for dealing with problems of mutual concern.
 2. Provide direct assistance to the students attending D45 Schools.
 3. Provide instruction as requested to students about drug and substance abuse, or other agreed upon curriculum.
- The School Resource Officer shall maintain a delicate balance between the aspects of social services and law enforcement principles. Uppermost in the School Resource Officer's mind should be the fact that youthful offenders should not be handled as criminals, but first as individuals.
- B. Duties: The School Resource Officer's functions may vary, but generally the Officer's duties shall be as follows: The School Resource Officer shall be governed by the Police Department's Rules and Regulations and shall adhere to said Rules. In addition, the School Resource Officer shall adhere to the policies and procedures of District 45. If any of the Police Department and District 45 policies or procedures conflict, then the Police Department and the School District shall meet in good faith and try to resolve the conflict through a written agreement as to the applicability of the conflicting policies. While the Parties negotiate a written agreement or understanding as to the conflicting policies or procedures, the School Resource Officer shall use its best efforts to avoid taking any affirmative actions that will violate either policy or procedure.
- C. Duty Hours: One School Resource Officer shall report to the assigned school on normal school days at 0730 hours. Any additional officer(s) shall report to their assigned school at the time determined by the District. In regard to the job description and assignment call for occasional attendance at extracurricular activities, scheduling for said assignments shall be accomplished in advance, and any overtime compensation shall be paid in accordance with the Agreement between the Village and the District.
- D. Position Responsibilities: The School Resource Officer shall be responsible for the proper handling of all law enforcement tasks that may occur at D45 Schools. The tasks shall include (but not limited to):
1. building security;
 2. law enforcement;
 3. reporting processing;

4. parking and traffic enforcement;
 5. youth-police relations;
 6. special details;
 7. policy development.
- E. Communications: The School Resource Officer shall inform both the school administration and the Police Department of their whereabouts, if their duties preclude their being at their assigned school in the District. The District shall obtain and maintain such radio equipment to be able to contact the SRO at any time when the SRO is in the building or school grounds.
- F. Duty Station: The District shall provide administrative services, basic office equipment, and office space for the School Resource Officer. The Resource Officer shall remain on school property unless his/her official duties dictate leaving same. If a School Resource Officer shall leave his/her duty station, the D45 School Administration shall be properly informed by radio or phone.
- G. Personal Demeanor: The School Resource Officer shall, at all times, present a professional image. Business attire including Village approved attire for a police officer such as a uniform or other approved attire by the Chief of Police and the District shall be maintained during the normal work hours. The School Resource Officer shall be an armed position.
- H. Vacations: The School Resource Officer shall schedule their vacations during non-school periods.
- I. Non-School Period Duty Assignments: The School Resource Officer shall report to the Police Department for duty assignments during non-school periods. Duty assignments during said periods will be made in consideration of the needs of the Police Department by the Chief of Police.



MEMORANDUM

TO: Village Board of Trustees
FROM: Matthew Harline, Village Manager
DATE: September 11, 2023
SUBJECT: A Resolution Approving and Authorizing the Village Manager to Enter into a Contractual Agreement For Leadership Training.

RECOMMENDED ACTION:

The Village Manager's office is interested in establishing a comprehensive leadership program for the Village's management team which will improve communication skills, build synergy with the team and strengthen leadership across the organization. Staff would like to contract with Strategic Government Resources for the development and implementation of a leadership training program to carry into the 2024 budget year.

BACKGROUND:

Staff have identified a need to coordinate a comprehensive leadership training program for supervisors, managers and directors at the Village. Having a coordinated, authentic, and intentional leadership program is vital to creating a dynamic organization that works well together and for all of the Village of Villa Park. Village staff reviewed proposals from several organizations and identified Strategic Government Resources (SGR) as the preferred partner to develop and implement the leadership training program.

DISCUSSION:

SGR specializes in local government recruitment, leadership development and innovation and readiness. Their training program will focus on improving skills of the Village's management team, establishing core values, and organizational development. The training program will occur through next year with the intention to create an ongoing leadership development program to continue growing Village staff and ultimately creating a comprehensive succession planning program. Their focus on Servant Leadership is congruent with the philosophy the Village Manager was hired to provide.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
AGREEMENT FOR NEXT GENERATION LEADERSHIP PROGRAM ("PROJECT")
TO VILLAGE OF VILLA PARK, ILLINOIS ("CLIENT") BETWEEN
CLIENT AND STRATEGIC GOVERNMENT RESOURCES, INC. ("SGR")**

WHEREAS, in the opinion of the majority of the corporate authorities of the Village of Villa Park, it is advisable, necessary and in the public interest that the Village enter into an Agreement with Strategic Government Resources, Inc., for the provision of ongoing leadership training to Village staff.

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 *Agreement for Next Generation Leadership Program ("PROJECT") to Village of Villa Park, Illinois ("CLIENT") between CLIENT and Strategic Government Resources, Inc. ("SGR")* is hereby approved in substantially the form as attached hereto as "Exhibit A", and incorporated herein, and the Village Manager is hereby authorized to execute same on behalf of the Village of Villa Park, with such changes therein as may be approved by the Village Manager and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 2: This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

VILLAGE OF VILLA PARK

Nick Cuzzzone, Village President

ATTEST:

Hosanna Korynecky, Village Clerk

ADOPTED this _____ DAY OF _____, 2023, pursuant to a roll call vote

as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Resolution No. _____

EXHIBIT A

Agreement for Next Generation Leadership Program ("PROJECT") to Village of Villa Park, Illinois ("CLIENT") between CLIENT and Strategic Government Resources, Inc. ("SGR")

Proposal For: Next Generation Leadership Program

Village of Villa Park, Illinois

August 17, 2023

This proposal is valid until November 30, 2023

Strategic Government Resources
P.O. Box 1642, Keller, Texas 76244
Office: 817-337-8581

Mike Mowery, President of Leadership
Development & Strategic Foresight
MMowery@GovernmentResource.com



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- 1. Company Profile**
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Company Profile

Strategic Government Resources, Inc. (SGR) incorporated in Texas in 2002 to help local governments become more successful by Recruiting, Assessing, and Developing Innovative, Collaborative, and Authentic Leaders. SGR is fully owned by Ron Holifield, who spent two high-profile decades in city management and served as the City Manager for several local governments.

SGR's business model is truly unique. Although we are a private company, SGR operates like a local government association. Most of SGR's principals are former local government officials, allowing SGR to bring a depth of local government expertise to every project that no other firm can match.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a full-service firm, specializing in executive recruitment, interim placements, online training, onsite training, leadership development, psychometric assessments, strategic visioning retreats, one-on-one employee coaching, and other consulting services.

SGR's services are designed to promote innovation, team building, collaboration, and continuous improvement in local governments. SGR has approximately 700 local government clients in 47 states across all our business lines.

SGR has 39 full-time employees, 3 part-time employees, 21 recruiters, 19 facilitators, and multiple consultants who function as subject matter experts on a variety of projects.

SGR's has corporate headquarters in the Dallas/Fort Worth Metroplex, as well as virtual offices in the following states: California, Florida, Minnesota, New York, North Carolina, Ohio, Oklahoma, and Oregon.

View all SGR team members and bios at: governmentresource.com/about-us/meet-the-team

Service Offering

The following services are offered together as a blended model of SGR's Next Generation Leadership Training Program. These services are offered at a 3-year minimum commitment:

Service	Description	Sessions Per Year
Monthly Organization-Wide Learning Program	Each month SGR, in collaboration with the Village Manager, will pick a focus topic for the entire organization to study. SGR will identify 4 unique resources each month that SGR recommends the organization views and uses the discussion questions provided by SGR that are included with the resource to foster discussions.	12
* Quarterly Facilitator-Led Virtual Classes (via Zoom)	Once a Quarter, SGR will provide a 3 hour Zoom Workshop for the Emerging Leaders Cohort. This cohort of 5-7 emerging leaders will be selected by the Village and will participate in all of the Quarterly Workshops together in that year.	4

* SGR will include up to 4 other cities in the Quarterly Zoom Workshops for Emerging Leaders. Breakout Groups during the Workshops will be set up for all of the Emerging Leaders of a village to be in the same breakout group. Each Village's Breakout Group will be comprised exclusively of that village's employees.

Logistical Information

Strategic Government Resources, Inc. ("SGR")

Village of Villa Park, Illinois ("Organization")

Confirmation Email

SGR will send an email to the Organization approximately 7-days prior to the scheduled session date to reconfirm date/time and location, allow for resolution of any questions, and generally ensure a smooth event. The confirmation email will also include the following:

1. **Printed Materials.** In the confirmation email, SGR will provide an electronic version of any materials that should be printed by the Organization and disseminated to participants at the beginning of the session. The Organization is responsible for printing all session-related materials and handouts. Any material sent to the Organization is considered copyright and proprietary and the Organization is expressly prohibited from saving copies of material or sharing in any way that does not pertain to this Professional Services Agreement.
2. **Sign-In Sheet.** The sign-in sheet (one per session) will also be attached to the confirmation email. The sign-in sheet should be completed at the beginning of each session and returned, via email, to training@governmentresource.com. The Organization is responsible for tracking attendance and issuing any applicable completion certificates. If participants from outside the Organization attend session(s), the Organization is also responsible for issuing certificates to those attendees. The Organization is prohibited from sharing or utilizing participants' name and/or email address in any way other than what is described in this proposal.

Internet Use & Access to YouTube

The Organization shall ensure that participants have access to high-speed Internet for all presentation-related needs. Additionally, as some SGR PowerPoint presentations have YouTube videos embedded to enhance Participant experience, SGR asks that Facilitator not be blocked from accessing YouTube from standard Internet restrictions that may otherwise be enforced within the Organization. If such provisions cannot be made to allow for YouTube access, the Organization acknowledges that certain parts of the session experience will be omitted completely from the curriculum, and the presentation will not be delivered as designed.

Marketing and Outreach

SGR reserves the right to publish the name(s) and logo(s) of the organization(s) of any participating organization. However, SGR will not share or publish any individual participant information without written consent from both the individual participant and the organization they represent.

Occasionally, SGR may take photographs and/or video during SGR sessions. This agreement specifies the release of such images and/or recordings for the use of promotion and business development, which may include but not limited to, use on website and social media. These images and/or recordings may be used without compensation or additional permission.

Requirements & Expectations

The following are a list of requirements that SGR will need the Organization to provide for participants when offering a virtual SGR session:

- If needed, an event space that comfortably accommodates all attendees at no cost to SGR
- Standard WiFi as well as unblocked YouTube access to ensure quality playback of videos
- AV/IT Coordinator who can be available thirty (30) minutes prior to the event start time and continue to be easily accessible by phone as needed for the duration of the event

Pre-Session:

Print all necessary materials provided by SGR and place participant materials next to sign in sheet inside classroom (do not distribute completion certificates at this time). Arrive at least thirty (30) minutes in advance of the scheduled time to ensure doors are unlocked, greet facilitator and participants, and assist with set-up as needed.

In-Session:

Ensure all session materials are distributed to participants (as applicable). Remain in classroom for the beginning fifteen (15) minutes of session start and continue to be accessible within a ten (10) minute response time throughout the session to address any needs/problems that may arise.

Post-Session:

Distribute and assist with issuing completion certificates and surveys (as applicable) to participants who attended the session. Email completed sign in sheet and participant surveys to training@governmentresource.com.

Recommendations:

The Organization may choose to have a copy of their organization's mission, vision, and/or values easily visible in the event space or available as a handout. This will help participants to link back the lessons learned during the event with the values of the organization. If you would like the Facilitator to directly reference this handout during the event(s), please contact SGR as this may incur an additional fee.

LEADERSHIP DEVELOPMENT FACILITATORS



MIKE MOWERY



KRISTY CARD



ANDY DUKE



**ARETHA FERRELL-
BENAVIDES**



WILL HAMPTON



AUSTIN HOLIFIELD



BOB LASALA



TRACEY MADISON



RANDY MAYEUX

LEADERSHIP DEVELOPMENT FACILITATORS



JULIE OLDBURY



FRANCES PELLEY



OMAR REYES



TROY RIGGS



CINDY RYAN



HILARY SHINE



TED STUDDARD



DOUG THOMAS



SCOTT WILLINGHAM

Professional Services Fees

The following services are offered at a 3-year minimum commitment:

Professional Service	Unit Price	Quantity	Price Per Year
Monthly Organization-Wide Learning Program	\$500/yr	1	\$500
Quarterly Facilitator-Led Virtual Classes (via Zoom)	\$2,500/session	4	\$10,000 \$9,000 (\$1,000 discount)
Estimated Total for Services Per Year			\$9,500

Billing

SGR will send an invoice immediately following the date of service, which can sometimes result in multiple session offerings being represented in a single invoice *if* the event dates are all delivered within a relatively short period of time. Payment is due within thirty (30) days of receipt. If full payment is not made by the due date, SGR reserves the right to suspend the delivery of all future events until full payment is made.

Purchase Order Number

If applicable, please provide the appropriate Purchase Order (PO). This PO number will be included on the invoice for services provided as part of this Professional Services Agreement.

PO #: _____

**Agreement for Next Generation Leadership Program ("PROJECT")
to Village of Villa Park, Illinois ("CLIENT") between
CLIENT and Strategic Government Resources, Inc. ("SGR")**

SGR and CLIENT (together, "Parties") agree as follows, effective upon the date of the later signature below, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the sufficiency of which each Party hereby acknowledges.

1. SGR promises and agrees:

- A. To perform the services described in SGR's Proposal for PROJECT dated August 17, 2023 ("PROPOSAL") substantially in the timeframe agreed upon between CLIENT and SGR.
- B. To comply with all applicable open records, public information and similar laws, and consult with CLIENT if SGR is asked for information before disclosure, unless prevented by court order or law from doing so.

2. CLIENT promises and agrees:

- A. To pay SGR promptly as billed or invoiced for such services in accordance with the amounts stated in PROPOSAL, including Reimbursable Expenses and costs of any Supplemental Services or Other Expenses that CLIENT selects.
- B. To respond to drafts of documents and reports in a timely manner; failure to do so may, in SGR's reasonable discretion, extend timelines and can negatively impact the outcome of the process.
- C. To provide legal opinions to SGR regarding when and if any information relating to the PROJECT must or should be released in accordance with public information laws or legal process.
- D. That if CLIENT receives an open records request, CLIENT shall notify and share the request with SGR in writing as soon as possible but within no more than three (3) business days of receipt.
- E. To cooperate with SGR to enable SGR to perform its obligations to CLIENT.

3. Additional Terms and Conditions:

- A. SGR may substitute personnel other than those initially placed, who have substantially equivalent training and experience and subject to approval of CLIENT, due to factors such as SGR employee/consultant turnover, developing needs of the PROJECT, or CLIENT's request.
- B. Remedies
 - i. CLIENT can terminate this agreement at any time for no reason upon giving SGR seven (7) days advance written notice of the termination date. In such

an event, SGR will be compensated for all work satisfactorily performed up to and through the termination date.

- ii. SGR can terminate this agreement upon seven (7) days advance written notice of the termination date to CLIENT if CLIENT has failed to promptly pay in full any undisputed portion of any bill or invoice (if the dispute is in good faith) or has failed to perform its contractual promises in a manner that materially impedes SGR's ability to perform. In such an event, SGR will be compensated for all work satisfactorily performed up to and through the termination date.
- C. There are no third-party beneficiaries to this Agreement.
- D. If any term or condition of this Agreement is invalidated by final judgment of a court of competent jurisdiction or becomes impossible to perform, the Parties will confer about whether to continue performance without amending the Agreement, without prejudice to either Party's right to terminate the Agreement without cause.
- E. This Agreement embodies the complete and final understandings, contract, and agreement between the Parties, superseding any and all prior written or verbal representations, understandings, or agreements pertaining to this PROJECT. This Agreement can be modified only by signed written amendment. Electronic communications purporting to amend this Agreement will be effective only if the electronic communication includes specific reference to this Agreement or PROJECT.
- F. This Agreement will be governed by the substantive laws of the State of Illinois without regard to the jurisdiction's choice-of-law doctrines. Venue for any litigation relating to this Agreement will be exclusively in DuPage County of the State of Illinois.
- G. Notices related to this Agreement will go to the respective Parties as follows but either Party can change the addressee for notices to that Party by written notice to the other Party.
- i. For the purposes of this Agreement, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Agreement.
 - ii. Any notice required be given by this Agreement shall be deemed to have been given within three (3) days of emailing or depositing in the mail.

Legal Notices:

SGR

Attn: Melissa Valentine, Corporate Secretary
PO Box 1642
Keller, TX 76244
Melissa@GovernmentResource.com

CLIENT

Attn: _____
Address: _____
Email: _____

PROJECT Representative:

SGR

Name: Mike Mowery
Title: President of Leadership Development &
Strategic Foresight
Email: MMowery@governmentresource.com
Phone: 817-337-8581

CLIENT

Name: _____
Title: _____
Email: _____
Phone: _____

Billing and Invoicing:

SGR

Attn: Finance
Finance@GovernmentResource.com
817-337-8581

CLIENT

Name: _____
Title: _____
Email: _____
Phone: _____

On-Site AV/IT Point of Contact (for day-of session needs):

SGR

Attn: Training
Training@GovernmentResource.com
817-337-8581

CLIENT

Name: _____
Title: _____
Email: _____
Phone: _____

On-Site Event Coordinator Point of Contact (for day-of session needs):

SGR

Attn: Training
Training@GovernmentResource.com
817-337-8581

CLIENT

Name: _____
Title: _____
Email: _____
Phone: _____

- H. Unless sooner terminated, this Agreement shall terminate at such time as the PROJECT is completed and the requirements of this Agreement are satisfied, except that duties of payment, of information disclosure, any representations and warranties, and placement guarantee survive this Agreement.
- I. The Parties and each individual who executes this Agreement on behalf of a Party represent and warrant to the other Party that as to each Party's respective signatory, that signatory is authorized by their Party to execute this Agreement and to bind their Party hereto.
- J. Time is of the essence to this Agreement.
- K. This Agreement may be executed in counterparts which together will comprise the Agreement.
- L. This Agreement is subject to appropriation of funds by CLIENT.

Strategic Government Resources, Inc.

Village of Villa Park, Illinois

Signature

Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date

Date



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: September 11, 2023

SUBJECT: A Resolution Approving Amendment Number One (1) to the Agreement with W.B. Olson for Construction Manager Services for the Lions Park Recreation Center Project

RECOMMENDED ACTION:

This proposed amendment to the agreement with WB Olson is for four items totaling \$419,228.00 1.) \$166,008 to extend the contract from 12 months to 15 months; 2.) An allotment not to exceed \$201,880 for jobsite requirements 3.) Covering the cost of the Builder's Risk Insurance in the amount of \$18,294 that was originally going to be paid by the Village; 4) \$32,416 in unanticipated costs with bidding and securing the contracts for the 29 contracts for the Recreation Center. Staff recommends approval of the PCO in the amount of \$419,228.

BACKGROUND:

However, once the Village hired a construction manager (WB Olson) in place and we looked at current pricing, and looked more fully at total project costs, the Village began to do value engineering with our design team and realized that the project may cost as much as \$22 million. Willams and WB Olson were asked to produce some alternates for bidding and in June of 2023 they were told to proceed with the core building (including two basketball courts) and bid the suspended track as an alternate. This additional work and other complications have caused increased costs.

DISCUSSION:

The breakdown of the additional costs for WB Olson are:

A. Additional Preconstruction costs of \$32,416 - These additional costs consist of two parts - extended base preconstruction period and added time finalizing the trade contract agreements with the Village Attorney, and additional costs associated with the alternate bid. The breakdown of these costs are summarized in the attachment.

1. The original preconstruction period was anticipated to run from August 2022 through March 2023 (when the project was initially anticipated to be bid based upon an April 2023 start in the RFP. The actual preconstruction period ran from August 2022 through June 2023. An increase of 3 months. This was due to a number of reasons primarily associated with the completion of the drawings, and the need for early bid packages. With two bid packages, the bid process is essentially performed twice in lieu of once as originally anticipated. This is due largely to the long lead times currently required by the current pace of the supply chain.

2. The original contract did not anticipate any alternative bids. Due to budget pressures, it was decided to bid the running track as an alternate. As with the design, there are additional preconstruction costs associated with having to develop the applicable trade scopes of work to properly address the alternate. The acceptance of the Alternate also necessitated issuing a Change Order to the steel contract issued under Work Package #1.

B. Additional General Conditions costs of \$126,008 - These costs are the result of the current schedule, based on the lead time of the electrical switchgear, being projected to be 15 months instead of the 12 months anticipated in the RFP.

1. As we indicated, if the lead time decreases or an alternate is found that shortens the duration, we will return any remaining amount of the additional general conditions to the Village.
2. As currently projected, anticipating a construction start date of Approximately October 1, 2023, the completion date of the project would be December 2024.

C. Transfer Jobsite Requirements Costs in the amount of \$201,880 to W.B. Olson for use as needed during construction - These costs are determined based upon the nature and timing of the project and, as they are not time related, are not part of the General Conditions.

1. The original project budget included an amount of \$405,655 for these costs. \$105,500 of these costs were incorporated into the trade contracts and \$98,275 were transferred to the Village's costs (provide construction fence, provide survey services, provide final cleaning, provide portable toilets, etc.). The remaining amount of \$201,880 remains in the budget.
2. We are requesting that the remaining amount of \$201,880 be transferred to WBO's contract for ease of use during the project. These costs include maintenance of the construction fence, safety rails, temporary access stairs/ladders, rental of temporary heaters, Building Information Modeling coordination, providing dumpsters, and providing general clean-up, etc. It is more efficient for WBO to handle some of these costs as they are always on site and can more readily coordinate and address these general items. Some Examples are:
 - a. Construction fence and safety railing maintenance - Repair and/or adjustment of the fencing may be required at times when one of the contractors may not be on-site and it is difficult for a contractor to send one person for a few hours of work. As we are on-site, we can use our labor to provide these items.
 - b. There are times when general site and building clean-up is required beyond what would be by the trades as part of their work. It is more efficient for WBO to do this type of cleaning when required, as opposed to working with one or more trade contractors to address needed cleanup.
 - c. Furnishing dumpsters and temporary heat. As these items address the entire project, it is more economical for WBO as the construction manager to coordinate and provide these items.
3. As indicated above, these costs were always anticipated and included in the budget, but not in our contract. They are treated as allowances where any unused funds are returned to the Village at the completion of the project.

D. Builders Risk Insurance in the estimated amount of \$18,924 insures the building from fire and other risks that would be covered by general liability insurance once built. It was originally assumed that the Village would cover this, and so it was not in the original contract. This is the most efficient way to provide this insurance.

RESOLUTION NO. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
APPROVING AMENDMENT NUMBER ONE (1) TO THE AGREEMENT WITH
WB OLSON, INC., FOR CONSTRUCTION MANAGER SERVICES
SERVICES FOR THE LIONS PARK RECREATION CENTER PROJECT**

WHEREAS, the Village of Villa Park (the “Village”) is in the process of building and developing a Parks and Recreation Center at Lions Park at 320 E. Wildwood Avenue, Village Park, Illinois (“Project”) and as part of the Project, entered into an agreement dated August 9, 2022, with W.B. Olson, Inc., of Northbrook, Illinois, (“W.B. Olson”), to provide certain construction manager services in connection with the construction, permitting, bidding/negotiations and construction administration of the Project (“Agreement”); and

WHEREAS, since entering into the Agreement with W.B. Olson, the scope of the work, duration of the Project, insurance costs and final budget for the Project have increased, necessitating the increase of compensation to be paid to W.B. Olson; and

WHEREAS, the corporate authorities of the Village have determined that it is advisable, necessary and in the public interest that the Village enter into amendment number one (1) to the Agreement with W.B. Olson in connection with the Project.

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

Section 1: The foregoing preamble clauses are adopted as the findings of the Village Board and are incorporated into this Resolution as if fully recited.

Section 2: Amendment Number One (1) to the Agreement dated August 9, 2022, with W.B. Olson for construction manager services in connection with the Lions Park Recreation Center Project, is hereby approved in the form attached hereto as Exhibit “A” and incorporated herein, and the Village Manager is hereby authorized to execute said Amendment Number One

Resolution No. _____

(1) on behalf of the Village of Villa Park.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2023.

VILLAGE OF VILLA PARK

Nick Cuzzone, Village President

ATTEST:

Hosanna Korynecky, Village Clerk

ADOPTED this ____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Resolution No. _____

EXHIBIT "A"

Amendment Number One (1) to the Agreement dated August 9, 2022,
between the Village of Villa Park and W.B. Olson

Resolution No. _____

W.B. OLSON, INC.



The Construction People

September 7, 2023

Mr. Greg Gola
Parks, Recreation & Fleet Services Director
Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181

RE:: Amendment No. 1 to Agreement for Construction Manager as Adviser Services
Village of Villa Park/Lions Park Recreation Center

AMENDMENT NO. 1

This Amendment No. 1 to the Agreement dated August 9, 2022, between the Village of Villa Park (Owner) and W. B. Olson (Construction Manager) is made as of the day, month, and year written below for the Lions Park Recreation Center Project and shall amend the Construction Manager's Compensation as noted herein.

The below noted represent the Sections of the Contract that support the terms for the Construction Manager's Compensation as follows:

ARTICLE 11 COMPENSATION

11.1 For the Construction Manager, the Village of Villa Park shall compensate the Construction Manager as follows:

- 11.1.1 For Preconstruction Phase Services in Section 3.2:

\$60,000.00 Lump Sum, Services as indicated in Construction Manager's Proposal dated July 12, 2022 attached hereto as Exhibit B.
- 11.1.2 For Construction Phase Services in Section 3.3:
 - Construction Manager will be paid for costs regarding General Conditions totaling \$696,002 as outlined in Construction Manager's Proposal dated July 12, 2022, hereto attached as Exhibit B.

Resolution No. _____

Lions Park Recreation Center
Amendment No. 1 to CM Services

September 7, 2023

3. Additional Services

- **Builder's Risk Insurance – \$18,924**
 - Per Section 5.11 the Owner shall furnish insurance that may be reasonably required. W. B. Olson has been requested to obtain Builder's Risk insurance.
 - This cost is considered a Cost of the Work and subject to the fee and insurance mark-ups.
- **Jobsite Requirements – \$201,880**
 - Ancillary work that may be required to complete the project where not all work can efficiently and effectively be provided by the trade contractors. This amount is to be considered an allowance and any unused funds will be returned to the Village. An accounting of all funds used will be provided with the monthly report.
 - These costs are invoiced at cost plus 10% to cover overhead. The 10% mark-up is included in the amount of \$201,880
 - These costs are considered a Cost of the Work and subject to the fee and insurance mark-ups.

Summary of Construction Manager's Fee for Basic and Additional Services

Original Construction Manager's Services Amount	\$ 756,002
Revised Construction Manager's Services Amount	\$1,175,230

Total Increase by this Amendment	\$ 419,228
---	-------------------

Furthermore, Additional Services authorized by the Owner (if any) in accordance with the Contract shall be provided upon the Owner's written approval at a mutually agreed upon fee, as per the terms of the Contract.

This Amendment entered as of the _____ day of _____ in the year
Two Thousand and Twenty-Three.

OWNER
Village of Villa Park

Signature

(Authorized Signatory Printed Name and Title)

CONSTRUCTION MANAGER
W. B. Olson, Inc.


S. _____

Daniel L. Polfuss, President

(Printed Name and Title)

W.B. OLSON, INC.



The Construction People

September 7, 2023

Mr. Greg Gola
Parks, Recreation & Fleet Services Director
Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181

RE:: Amendment No. 1 to Agreement for Construction Manager as Adviser Services
Village of Villa Park/Lions Park Recreation Center

AMENDMENT NO. 1

This Amendment No. 1 to the Agreement dated August 9, 2022, between the Village of Villa Park (Owner) and W. B. Olson (Construction Manager) is made as of the day, month, and year written below for the Lions Park Recreation Center Project and shall amend the Construction Manager's Compensation as noted herein.

The below noted represent the Sections of the Contract that support the terms for the Construction Manager's Compensation as follows:

ARTICLE 11 COMPENSATION

11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

- 11.1.1 For Preconstruction Phase Services in Section 3.2:

\$60,000.00 Lump Sum, Services as indicated in Construction Manager's Proposal dated July 12, 2022 attached hereto as Exhibit B.
- 11.1.2 For Construction Phase Services in Section 3.3:
 - Construction Manager will be paid for costs regarding General Conditions totaling \$696,002 as outlined in Construction Manager's Proposal dated July 12, 2022, hereto attached as Exhibit B.

ARTICLE 4 ADDITIONAL SERVICES

- 4.1 Construction Manager's Additional Services
 - 4.1.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.1 shall entitle the Construction Manager to compensation pursuant to Section 1 1.3.

Calculation of the Construction Manager's Fee for Preconstruction Phase Services (Section 11.1.1), Construction Phase Services (Section 11.1.2) and Additional Services (Section 4.1.1)

1. Base Bid – Preconstruction Services

- Base Project
 - Based on a duration of 7 months (August 2022 – February 2023) - \$60,000
 - Actual duration of 12 months (August 2022 – July 2023)
 - 28hrs/mo x 5 mo = 140 hrs x \$172.5/hr = \$24,150
 - Printing, mileage, phone = \$850
- Alternate #1 – Add Running Track
 - Additional scope and bid form preparation, review of bids, and incorporation into contracts.
 - 42 hrs x \$172.5/hr = \$7,245
 - Printing, phone = \$171
- Total Preconstruction Services - \$92,416
- **Additional Preconstruction Services Request - \$32,416**

2. Base Bid – Construction Services

- Base Project
 - Based on a duration of 12 months (April 2023 – April 2024) - \$696,002
 - The anticipated duration based on a 52-week lead time for electrical switchgear is 15 months. – 15 months- \$862,010
 - **Additional General Conditions Requested - \$166,008**
 - These costs are considered as a Cost of the Work and subject to the fee and insurance mark-ups.
 - Should the electrical switchgear lead time be reduced, and the project does not take 15 months the unused General Conditions will be returned to the Village.

September 7, 2023

3. Additional Services

- **Builder's Risk Insurance – \$18,924**
 - Per Section 5.11 the Owner shall furnish insurance that may be reasonably required. W. B. Olson has been requested to obtain Builder's Risk insurance.
 - This cost is considered a Cost of the Work and subject to the fee and insurance mark-ups.

- **Jobsite Requirements – \$201,880**
 - Ancillary work that may be required to complete the project where not all work can efficiently and effectively be provided by the trade contractors. This amount is to be considered an allowance and any unused funds will be returned to the Village. An accounting of all funds used will be provided with the monthly report.
 - These costs are invoiced at cost plus 10% to cover overhead. The 10% mark-up is included in the amount of \$201,880
 - These costs are considered a Cost of the Work and subject to the fee and insurance mark-ups.

Summary of Construction Manager's Fee for Basic and Additional Services

Original Construction Manager's Services Amount	\$ 756,002
Revised Construction Manager's Services Amount	\$1,175,230

Total Increase by this Amendment	\$ 419,228
---	-------------------

Furthermore, Additional Services authorized by the Owner (if any) in accordance with the Contract shall be provided upon the Owner's written approval at a mutually agreed upon fee, as per the terms of the Contract.

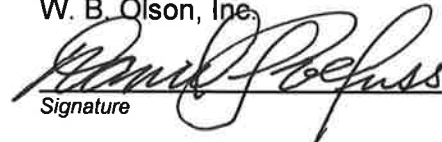
This Amendment entered as of the _____ day of _____ in the year Two Thousand and Twenty-Three.

OWNER
Village of Villa Park

Signature

(Authorized Signatory Printed Name and Title)

CONSTRUCTION MANAGER
W. B. Olson, Inc.


Signature

Daniel L. Polfuss, President

(Printed Name and Title)

**Village of Villa Park
Lions Park Recreation Center
FINAL PROJECT BUDGET**

Category	Contractor	Base Bid	Alternate #1	Total
General Conditions	W. B. Olson, Inc.	\$ 696,002.00		\$ 696,002.00
Add'l General Conditions (3 Months)	W. B. Olson, Inc.	\$ 166,008.00		\$ 166,008.00
Excavation and Site Demo	American Grading	\$ 739,400.00		\$ 739,400.00
Site Utilities	Alessio and Sons	\$ 278,627.00		\$ 278,627.00
Asphalt Paving	Chadwick Contracting	\$ 19,800.00		\$ 19,800.00
Landscaping	Breezy Hill	\$ 127,200.00		\$ 127,200.00
Brick Pavers	Midwest Brick Paving	\$ 139,900.00		\$ 139,900.00
Concrete	Abbey Paving	\$ 842,900.00	\$ 37,900.00	\$ 880,800.00
Precast Wall Panels	Lombard Arch. Precast	\$ 782,000.00		\$ 782,000.00
Precast Floor Plank	Midstates Concrete	\$ 261,510.00		\$ 261,510.00
Masonry	JAC Masonry	\$ 463,000.00		\$ 463,000.00
Structural Steel	Garbe Iron Works	\$ 1,230,000.00	\$ 215,100.00	\$ 1,445,100.00
Miscellaneous Metals	McKinney Steel	\$ 256,384.00	\$ 104,323.00	\$ 360,707.00
General Trades	Hargrave Builders	\$ 1,055,450.00		\$ 1,055,450.00
Roofing	GC Roofing	\$ 602,402.00		\$ 602,402.00
Glass & Aluminum	3F Corporation	\$ 1,138,000.00	\$ (4,100.00)	\$ 1,133,900.00
Exterior Envelope	Hargrave Builders	\$ 963,450.00		\$ 963,450.00
Drywall and Acoustic	Champion Drywall	\$ 768,490.00		\$ 768,490.00
Ceramic Tile	Douglas Floor Covering	\$ 242,450.00		\$ 242,450.00
Terrazzo	Rockford Central Tile	\$ 145,480.00		\$ 145,480.00
Carpet & Resilient	Douglas Floor Covering	\$ 169,590.00		\$ 169,590.00
Wood & Athletic Flooring	Prostar Services, Inc.	\$ 329,700.00	\$ 89,800.00	\$ 419,500.00
Painting	Matan	\$ 182,500.00	\$ 12,500.00	\$ 195,000.00
Athletic Equipment	Larson Equipment	\$ 208,224.00		\$ 208,224.00
Kitchen Equipment	The Boelter Companies	\$ 121,047.00		\$ 121,047.00
Plumbing	Ewing Doherty	\$ 638,850.00		\$ 638,850.00
Fire Protection	Absolute Fire Protection	\$ 131,100.00	\$ 5,200.00	\$ 136,300.00
HVAC	Amber Mechanical	\$ 794,300.00		\$ 794,300.00
Roof Top Units	Windy City Rep.	\$ 470,000.00		\$ 470,000.00
Electrical	Valley Electrical	\$ 1,614,000.00		\$ 1,614,000.00
Electrical Gear	J. Hamilton Electric	\$ 56,000.00		\$ 56,000.00
Subtotal		\$ 15,633,764.00	\$ 460,723.00	\$ 16,094,487.00
Jobsite Requirements		\$ 201,880.00		\$ 201,880.00
SUBTOTAL COST OF WORK		\$ 15,835,644.00	\$ 460,723.00	\$ 16,296,367.00
Fee @ 3% of Cost of Work		\$ 475,069.00	\$ 13,822.00	\$ 488,891.00
Insurance @ 1% of Cost of Work		\$ 158,356.00	\$ 4,607.00	\$ 162,963.00
Builders Risk		\$ 18,924.00		\$ 18,924.00
Construction Contingency @ 3% of Cost of Work		\$ 475,069.00	\$ 13,822.00	\$ 488,891.00
Allowances		\$ 265,000.00		\$ 265,000.00
Expeding/Premium Time	\$ 50,000.00			
Winter Conditions	\$ 140,000.00			
Escalation	\$ 75,000.00			
TOTAL PROJECT CONSTRUCTION COST		\$ 17,228,062.00	\$ 492,974.00	\$ 17,721,036.00
OTHER COSTS				
CM Preconstruction Services	\$ 60,000.00			\$ 60,000.00
Additional Preconstruction - Multiple Bid Packages, Contract Issuance	\$ 25,000.00	\$ 7,416.00		\$ 32,416.00
Professional Service Work	\$ 1,667,199.00			\$ 1,667,199.00
Owner Costs (Demo, Utilities, Survey, Fence, Commissioning, Etc.)	\$ 455,000.00			\$ 455,000.00
Owner Costs (FFE)	\$ 150,000.00			\$ 150,000.00
Total Project Cost (Construction + Other)		\$ 19,585,261.00	\$ 500,390.00	\$ 20,085,651.00
Requires a Change Order to W. B. Olson, Inc. contract as follows:				
Additional Preconstruction	\$ 32,416.00	Multiple bid packages, contract issuance/review w/ attorney,		
Additional 3 months of General Conditions	\$ 166,008.00	Add'l 3 months - return unused portion		
Builder's Risk Insurance	\$ 18,924.00	Provide builder's risk per Attorney discussions		
Jobsite Requirements	\$ 201,880.00	Transfer Jobsite Requirements into WBO control (return unused portion)		
Total	\$ 419,228.00			



August 31, 2023

Village of Villa Park
338 Iowa Ave.
Villa Park, IL 60181

ATTN: Greg Gola

RE: Lions Park Community Center Additional General Conditions, Builders Risk and Jobsite Requirements Costs

Greg,

Now that the Project has been fully bid, there are several items that have changed since the RFP was issued, and our contract for Construction Manager as Advisor services contract was executed. These items are:

- The original preconstruction period was anticipated to be from August 2022 through March 2023. The actual preconstruction period was from August 2022 through July 2023. Additionally, there were some additional preconstruction costs incurred because of the running track being handled as an alternate. As a result of the extended preconstruction period and addition of alternates we are requesting additional Preconstruction Costs of **\$32,416**.
- Based upon the final design, the time of year the work is starting, and extended material lead times the project duration is anticipated to exceed the 12 months that was the basis for the RFP and our original General Conditions.

The original RFP and our proposal, which is the basis of the executed contract, contemplated a project duration of 12 months starting construction in April 2023 and completing in April 2024. The preconstruction process took longer than was originally anticipated, the design of the Gym changed from steel and masonry to precast to reduce costs, and as a result, the project was not bid until August of 2023 and construction is not anticipated to start until mid to late September. This results in more work being completed during the winter months when productivity is reduced and there is a higher likelihood of lost days due to weather. This also causes more work to be performed after the June 1 labor increases.

Additionally, the fabrication and delivery of electrical switchgear is still experiencing extremely long lead times. After the bidding and award of the electrical gear in Work Package #1, the contractor has indicated that the gear lead times range from 28 to 52 weeks (see enclosed Email from J. Hamilton Electric). This affects being able to set the new transformer and provide permanent power to the building which is required for the installation of the

elevator and the start-up of mechanical equipment required to climatize the building for the completion of finish work such as taping, painting, and millwork.

Inserting these impacts into the construction schedule results in a project duration of 15 months (see the enclosed Schedule), and as General Conditions are a function of time, additional general conditions costs will be incurred with the longer duration. The General Conditions amount included in our contract for a 12-month project is \$696,002. The General Conditions anticipated for a 15-month project is \$862,010 (see the enclosed Recap dated 8/09/23). Therefore, we are requesting an adjustment of **\$166,008** for additional general conditions. We propose this increase be treated as an allowance. Any portion of the additional general conditions that would not be used would be returned to the Village.

- Our contract with the Village requires the Village to provide the Builders Risk insurance for the project. While finalizing the Trade Contract agreement with the Village's Attorney it was discussed that it may be easier and more beneficial to have W. B. Olson as the Construction Manager provide the Builder's Risk insurance. We have procured a quote through our Agent to provide Builder's Risk insurance for the project at a cost of **\$18,924**. A copy of the Quote is enclosed.
- The original Budget included an amount of \$405,655 for Jobsite Requirement costs. Some of these items were able to be included in the trade packages or provided by the Village. Other costs are not reasonably or effectively assigned to the trade contractors or provided by the Village (such as construction fence maintenance, safety railings, Building Information Modeling management, private utility locates, temporary mechanical use for heating/cooling, and temporary stairs). We propose adding these remaining costs totaling **\$201,880** to our contract. These costs would be considered and tracked as an allowance where any unused amounts are returned to the Village.

Therefore, we request an adjustment to our Contract in the amount of **\$419,228** to cover the above items. These items are considered a Cost of the Work. As indicated, other than for the Builder's Risk insurance, the additional General Conditions and Jobsite Requirements costs are considered Allowances and any unused amounts will be returned to the Village upon completion of the Project. It should be noted that even including these costs, after bidding, the total anticipated project cost will be under the previously approved Budget.

Please let us know if there are any questions. Thank you.

Sincerely,

W. B. OLSON, INC



Daniel L. Polfuss

President

Enclosures

DRAFT
LIONS PARK RECREATION CENTER
CONSTRUCTION MANAGER CONTRACT SUMMARY

Category	Original Contract	Change Order #1	Adjusted Contract Amount	Notes
Preconstruction	\$ 60,000	\$ 32,416	\$ 92,416	Longer preconstruction period, Alternates
General Conditions	\$ 696,002	\$ 166,008	\$ 862,010	Add'l 3 months
Fee @ 3% of \$16,000,000	\$ 480,000		\$ 488,891	Based on Final Bid Costs
Insurance @ 1% of \$16,000,000	\$ 160,000		\$ 162,963	Based on Final Bid Costs
Builder's Risk Insurance		\$ 18,924	\$ 18,924	Per Attorney Request
	\$ 1,396,002	\$ 217,348	\$ 1,625,204	
	TBD During Preconstruction - included in overall budget			Was part of the Project Budget but request transfer to WBO Contract for control during the project.
Allowance for Jobsite Requirements		\$ 201,880	\$ 201,880	
	\$ 1,396,002	\$ 419,228	\$ 1,827,084	

**LIONS PARK RECREATION CENTER
ADDITIONAL PRECONSTRUCTION**

Base Preconstruction - Longer Period

80 hrs @ \$170/hr	\$	13,600
64 hrs @ \$175/hr	\$	11,200
Reimbursables (printing, mileage)	\$	200
	\$	25,000

Alternate #1

44 hrs @ \$170/hr	\$	7,140
0 hrs @ \$175/hr	\$	-
Reimbursables (printing, mileage)	\$	276
	\$	7,416

Fwd: Lions Rec Center - Villa Park, WR #1; Switchgear Submittal

mikel@jhamiltonelectric.com <mikel@jhamiltonelectric.com>

Tue, Aug 8, 2023 at 9:57 AM

To: Dan Polfuss <dpolfuss@wbo.com>

Cc: Jared Polfuss <jared@wbo.com>, Chris Powell <cpowell@wbo.com>, 713 - Lions Park Rec Center <com-inbound-lions-park-recreation-center@procoretech.com>

MDP is 52 weeks

HDP is 28 weeks

JDP is 52 weeks

SPDs are about 8 weeks

Transformer 12-16 weeks

C/T cabinet is not clear at this time since it is going through a local builder. But should be well within the timeframe of any other long-lead switchgear.

PLEASE NOTE: while the lead times above for the distribution panels are quite long, things have been improving quite a bit recently regarding manufacturing and delivery. While not the days of old, I expect these lead times to come down significantly once they are entered into the "system", based upon experiences in that six months.

Thank you,

J. Hamilton Electric Co., Inc.

Mike Labno

1331 Jarvis Avenue

Elk Grove Village, IL 60007

P: (847) 640-8077

F: (847) 640-8145

C: (630) 418-1984

[Quoted text hidden]

Fwd: Lions Rec Center - Villa Park, WR #1; Switchgear Submittal

mikel@jhamiltonelectric.com <mikel@jhamiltonelectric.com>

Fri, Aug 11, 2023 at 7:45 AM

To: Dan Polfuss <dpolfuss@wbo.com>

Cc: Jared Polfuss <jared@wbo.com>, Chris Powell <cpowell@wbo.com>, 713 - Lions Park Rec Center <com-inbound-lions-park-recreation-center@procoretech.com>

Dan,

Sorry to be the bearer of bad news, but Siemens is now holding steadfast on their original timeframe:

LEAD TIMES :

Panelboards- MDP 50-52 Weeks HDP 22-24 Weeks JDP 50-52 Weeks

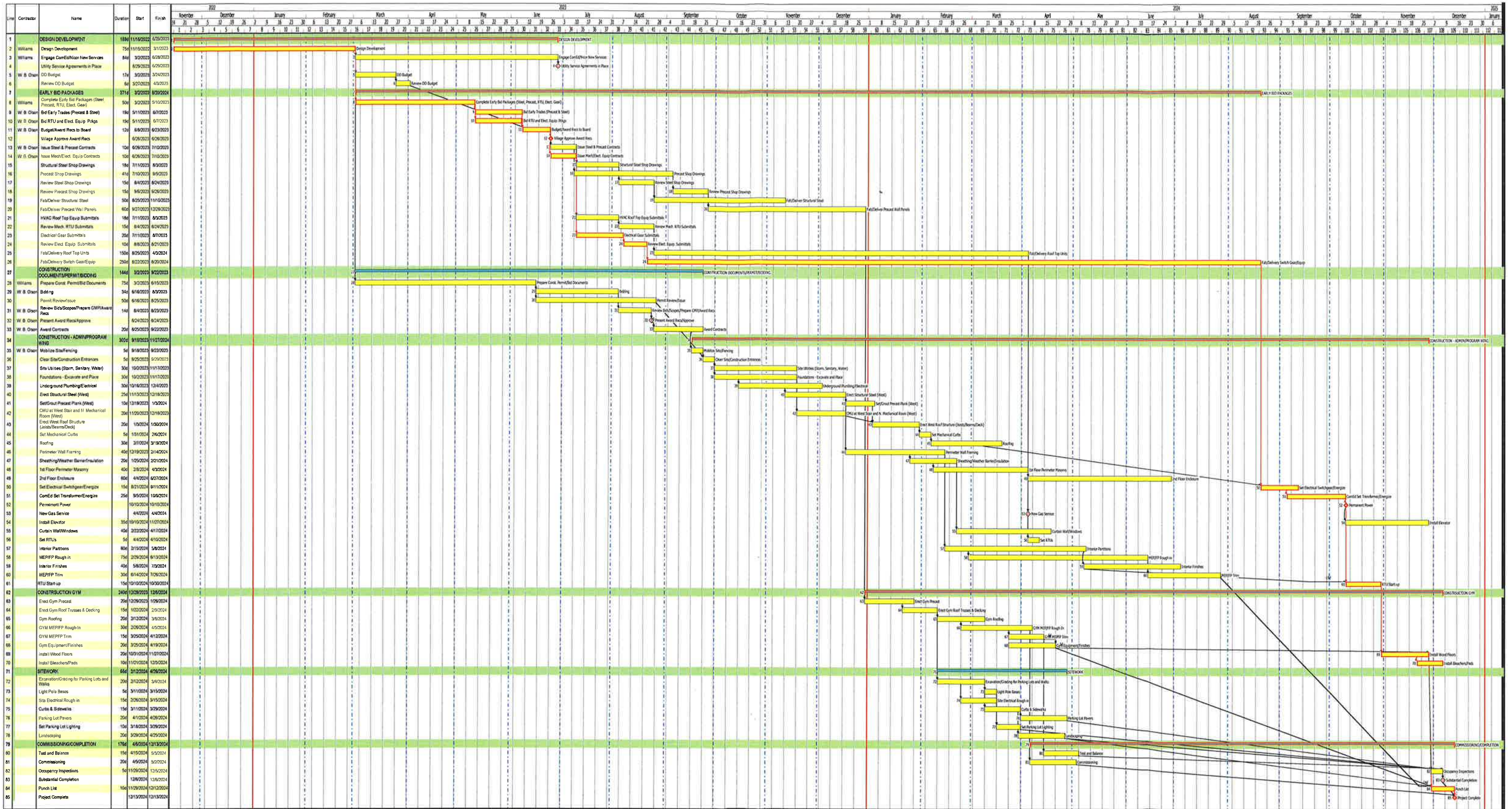
Transformer 11-12 weeks

CT Enclosure 24-26 weeks

I have asked the distributor to check out another manufacturer just to see where they are at. Siemens was doing quite well and made things happen for all of our Summer jobs and people started to think things were getting back on track in the gear industry. But, apparently, may be we got our hopes up too quickly.

Hopefully we have some info on an alternate by EOD today, or on Monday. I will update you as soon as I have the information.

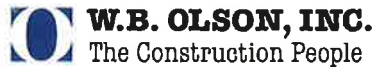
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Contractor Procurement Stages
Milestone Appearances
Start Milestone

 W.B. OLSON, INC. The Construction People	Proj. No.: 713	Revision No.: Preliminary	Lions Park Recreation Center Actual start and completion dates are to be performed in accordance with actual job progress, and are contingent upon Owner approvals, permits, weather, COVID-19 restrictions, and material deliveries.
	Date Printed: 8/14/2023	Author: DP	
	Start Date: 8/12/2022		

REVISED



09-Aug-23

Project: Villa Park Lions Recreation Center

Project Duration

450 DAYS

15 MONTHS

GENERAL CONDITIONS

DESCRIPTION	TOTAL
TEMPORARY FACILITIES	
OFFICE TRAILERS	\$8,625
STORAGE TRAILERS	\$3,750
TELEPHONE/TECHNOLOGY	\$4,500
ELECTRIC:	
ENERGY COST	BY OWNER
WIRING COST	BID ITEM
WATER	BY OWNER
HEAT:	
ENERGY COST	BY OWNER
OPERATING COST	BY OWNER
BARRICADES/FENCING	BID ITEM
ROADS	BID ITEM
WINTER PROTECTION	JOB SITE REQUIREMENT
TEMPORARY PARTITIONS	JOB SITE REQUIREMENT
SIGNAGE	JOB SITE REQUIREMENT
MISCELLANEOUS CONDITIONS:	
BLUEPRINTING/COPYING	\$2,500
LAYOUT/SPOT SURVEY	JOB SITE REQUIREMENT
TESTING	JOB SITE REQUIREMENT
PHOTOGRAPHS	INC.
CLEANUP:	
PROGRESS CLEANING	JOBSITE REQUIREMENT
DUMPSTERS	JOBSITE REQUIREMENT
FINAL CLEANING	JOB SITE REQUIREMENT
SAFETY REQUIREMENTS	JOB SITE REQUIREMENT
HOISTING:	JOB SITE REQUIREMENT
TRUCKING	\$3,707
WARRANTY ALLOWANCE	INC.
SUPERVISION:	
JOB SUPERINTENDENT @	100.00% OF TIME \$385,714
FIELD ENGINEER @	50.00% OF TIME \$109,286
OPERATIONS MANAGER @	15.00% OF TIME \$64,414
PROJECT EXEC	10.00% OF TIME \$42,943
SR. PROJECT MGR.	33.00% OF TIME \$127,286
PROJECT ENG.	50.00% OF TIME \$109,286
TOTAL :	\$862,010
	Per Month \$ 57,467
GCx % on \$17.4M	4.95%

RFP



12-Jul-22

Project: Villa Park Lions Recreation Center

Project Duration
365 DAYS

GENERAL CONDITIONS

DESCRIPTION	TOTAL
TEMPORARY FACILITIES	
OFFICE TRAILERS	\$6,996
STORAGE TRAILERS	\$3,042
TELEPHONE/TECHNOLOGY	\$3,650
ELECTRIC:	
ENERGY COST	BY OWNER
WIRING COST	BID ITEM
WATER	BY OWNER
HEAT:	
ENERGY COST	BY OWNER
OPERATING COST	BY OWNER
BARRICADES/FENCING	BID ITEM
ROADS	BID ITEM
WINTER PROTECTION	JOB SITE REQUIREMENT
TEMPORARY PARTITIONS	JOB SITE REQUIREMENT
SIGNAGE	JOB SITE REQUIREMENT
MISCELLANEOUS CONDITIONS:	
BLUEPRINTING/COPYING	\$2,500
LAYOUT/SPOT SURVEY	JOB SITE REQUIREMENT
TESTING	JOB SITE REQUIREMENT
PHOTOGRAPHS	INC.
CLEANUP:	
PROGRESS CLEANING	JOBSITE REQUIREMENT
DUMPSTERS	JOBSITE REQUIREMENT
FINAL CLEANING	JOB SITE REQUIREMENT
SAFETY REQUIREMENTS	JOB SITE REQUIREMENT
HOISTING:	JOB SITE REQUIREMENT
TRUCKING	\$3,000
WARRANTY ALLOWANCE	INC
SUPERVISION:	
JOB SUPERINTENDENT @	100.00% OF TIME \$312,857
FIELD ENGINEER @	50.00% OF TIME \$88,643
OPERATIONS MANAGER @	15.00% OF TIME \$50,057
PROJECT EXEC	10.00% OF TIME \$33,371
SR. PROJECT MGR.	33.00% OF TIME \$103,243
PROJECT ENG.	50.00% OF TIME \$88,643
TOTAL :	\$696,002
	Per Month \$ 58,000
GCx % on \$16M	4.35%

Builders Risk.

Your Quote Overview

This is your reference number: BFM-NC-20230807091447-1

Quote Date: 8/7/2023

Use your reference number to re-access your quote from the Xpress Quote start page. We will save it for 60 days. The premium quoted above is good for 60 days and is subject to our current rates and rating plans. Products and services are provided by one or more insurance company subsidiaries of W.R. Berkley Corporation. Not all products and services are available in every jurisdiction, and the precise coverage afforded by any insurer is subject to the actual terms and conditions of the policies as issued. A minimum premium of \$350 applies in most states.



Berkley
Fire & Marine

a Berkley Company

Builders' Risk - New Construction

Total Premium \$18,924.00

Issuing Company	StarNet Insurance Company
Agency	The Horton Group (03528)
Named Insured	W.B. Olson, Inc.
Site Address	320 East Wildwood Avenue Villa Park, IL 60181
Policy construction type	Masonry Non-Combustible
Policy occupancy type	Community / Educational Buildings
Policy effective date	10/1/2023
Policy expiration date	12/1/2024

Hard Costs

Project Limit	\$ 17,600,000
Coinsurance	Coinsurance Provisions are waived
Catastrophe Limit	\$ 20,161,000

Deductible

Deductible	\$ 2,500
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Coverage Extensions

Additional Debris Removal	\$ 5,000
Emergency Removal Expense	\$ 10,000
Fraud & Deceit	\$ 50,000

Limited Fungi Bacteria	\$ 15,000
Waterborne Property	\$ 15,000

Supplemental Coverages

In-Transit	\$ 250,000
Temporary Storage Locations	\$ 250,000
Trees, Shrubs or Plants	\$ 10,000
Personal Property	\$ 10,000
Expediting Expense	\$ 10,000
Pollutant Cleanup & Removal	\$ 25,000
Rewards	\$ 1,000
Fire Department Service	\$ 1,000
Ordinance or Law, Increased Cost of Repair	\$ 25,000
Scaffolding Expense to Re-Erect	\$ 5,000
Sewer Backup	\$ 10,000

Flood

Flood Deductible	\$ 25,000
Flood Catastrophe	\$ 1,000,000
Flood Occurrence	\$ 1,000,000
Flood Limit	\$ 1,000,000

Earthquake

Earthquake Deductible	\$ 25,000
Earthquake Catastrophe	\$ 1,000,000
Earthquake Occurrence	\$ 1,000,000
Earthquake Limit	\$ 1,000,000

Delay in Completion

Additional Construction Expense	\$ 50,000
Soft Costs	\$ 2,500,000
Rental Income	\$ 5,000
Sewer Backup	\$ 10,000
General Administration Expenses	\$ 1,000
Income Coverage	\$ 5,000
Waiting Period	3 Days

Equipment Breakdown

Equipment Breakdown Testing	Covered
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Terrorism

Terrorism Coverage Apply?	Covered
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Optional Endorsements

Contract Penalty Coverage Apply?	Not Covered
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Permission to Occupy

Permission to Occupy Included?	Included
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W. R. Berkley Corporation Notice of Privacy Policies

For additional information about our Privacy Policies and how we collect, use, and share personal information, and to make a consumer request, please see our online Privacy Policy at:
<https://www.berkley.com/privacy>

If you would like to receive a paper copy of this Notice and/or our Privacy Policies, please contact us at either nic_regulatory@nautilus-ins.com or 480-509-6627.

Notice of Personal Information Collected (Pursuant to the California Consumer Privacy Act (CCPA))

This notice applies only to information received and collected by W. R. Berkley Corporation ("Berkley"), its affiliates and subsidiaries from residents of the state of California.

In this notice, when we refer to "we", "us" or "our", it means Berkley Aspire or one or more other operating units of W. R. Berkley Corporation ("Berkley operating units").

When we refer to "you" and "your" in this notice, we mean a resident of the state of California whose personal information we may collect. More information about W. R. Berkley Corporation and Berkley operating units can be found on <https://www.berkley.com/our-business/operating-units>.

Below is a table showing the categories of personal information that one or more of the Berkley operating units collect in the course of performing insurance services and how it is used. Not every Berkley operating unit collects every category of personal information or uses it in all the ways listed below.

[continued on next page]

Personal Information Category	How it is Used
Identifiers (such as name, address, social security #, driver's license #, etc.) Other Sensitive Information under California Law (Examples: physical description, financial information, medical information, etc.) Characteristics of protected classifications under California or federal law (Examples: race, sex, color, religion, national origin, marital status, etc.) Biometric information (Examples: fingerprints, keystroke patterns, gait patterns, sleep/health data, etc.) Geolocation Data (Information to identify physical location) Audio, electronic, visual, thermal, olfactory, or similar information. (Examples: audio and video recordings) Professional or employment-related information. (Example: job history) Education information (information not publicly available as defined under federal law)	To perform insurance services for policyholders/beneficiaries/claimants; maintain and improve quality of services; security; prevent fraud and improper use; internal research; identify and repair errors; comply with laws and regulations.
Commercial information (Examples: records of personal property, products, and services purchased or obtained, etc.)	To perform insurance services for policyholders/beneficiaries/claimants; security; prevent fraud and improper use; internal research; collections; comply with laws and regulations.
Internet or other electronic network activity information (Examples: browsing/search history, visitor's interaction with a website, etc.)	To perform insurance services for policyholders/beneficiaries/claimants; maintain and improve quality of services; security; prevent fraud and improper use; internal research; identify and repair errors; comply with laws and regulations.
Inferences drawn from any of the other categories of information. (use of any of the above categories to create a profile about a consumer)	To perform insurance services for policyholders/beneficiaries/claimants; maintain and improve quality of services; security; prevent fraud and improper use; internal research; identify and repair errors; comply with laws and regulations.

This notice was updated on January 8, 2020

Jobsite Requirements

Project: Villa Park Rec Center
Architect: Williams Architects

	Item	Quantity	Unit	Unit Price	Total	Trade total
1	Job requirements				\$	201,880
	Utility locates				\$ 6,500	
	Construction fencing maintenance				\$ 12,500	
	Temporary mechanical usage				\$ 16,800	
	Temp. stairs to roof via interior shaft				\$ 18,000	
	Temp. stairs to roof via exterior access				\$ 22,000	
	BIM Coordination				\$ 15,000	
	Maintenance of temporary access and haul roads, snowplowing (temp. roads installation in excavation scope)				\$ 25,000	
	Street cleaning from construction activities				\$ 12,000	
	DECI Inspections and reports when excavator is offsite				\$ 7,500	
	Progress cleaning assistance 4 hrs / week x 12mo	192	hrs	\$ 115	\$ 22,080	
	Safety railing maintenance (safety railing at floor edges installed in general trades scope)				\$ 13,500	
	Temporary winter enclosures- maintenance (temp. enclosures in envelope scope)				\$ 20,000	
	Dumpsters and jobsite debris removals	20	ea	\$ 550	\$ 11,000	
	Winter conditions- propane or gas usage, redi mix surcharges, etc				separate line item allowance	
	Premium time work				separate line item allowance	
	List of items transferred to Owner's budget per email 7/14/23					
	Survey work			\$12k		By owner
	Construction fencing			\$63k		By owner
	Portable toilet			\$8k		By owner
	Temp signage / project sign			\$2k	Need Grant sign (p. 35 of 39)	By owner
	Final cleaning			\$14k		By owner
	Commissioning					By owner
	Jobsite requirements total				\$ 201,880	

ORIGINAL BUDGET
\$ 405,655

TRANSFER TO VILLAGE
\$ 98,275

INCLUDED IN
SUB CONTRACTS
\$105,500.



MEMORANDUM

TO: Village Board of Trustees

FROM: Cheryl Wagner, Executive Assistant to the Village Manager

DATE: September 11, 2023

SUBJECT: A Resolution Approving Amendment Number One (1) to the Agreement with Williams Architects for Basic Architectural and Engineering Services for the Lions Park Recreation Center Project

RECOMMENDED ACTION:

This proposed change order (PCO) from Williams Architects (Williams) is for two items totaling \$272,819 1.) \$240,437 because the formula for the compensation for the architects is based on the total construction cost and ; 2.) Additional design work in the amount of \$60,736 was performed by Williams to design the elevated track and manual transfer switch and tap-box connection for a portable generator. Williams has agreed not to charge for the electrical design (\$10,854) and discounted the track design by \$17,500 and is only seeking \$32,382 for alternate bid design work for the Recreation Center. Staff recommends approval of the PCO in the amount of \$272,819.

BACKGROUND:

The Village of Villa Park was officially awarded a \$10,000,000 grant through the Illinois Department of Natural Resources to construct a recreation center in June of 2022. Coupled with the sale of bonds in the amount of \$7,400,000 the Village staff and Board felt that we were in good position to construct a building which was roughly estimated to cost slightly below \$18M by the architect on the project Williams Architects.

However, once the Village hired a construction manager (WB Olson) in place and we looked at current pricing, and looked more fully at total project costs, the Village began to do value engineering with our design team and realized that the project may cost as much as \$22 million. Williams and WB Olson were asked to produce some alternates for bidding and in June of 2023 they were told to proceed with the core building (including two basketball courts) and bid the suspended track as an alternate. This additional work and other complications have caused increased costs.

DISCUSSION:

A detailed memo that was supplied to the Village on July 11, 2023 from Williams, is attached to this agenda item. The outline of this change order was presented to the Board at the Special Meeting on April 3rd of this year and the final numbers were determined as the project progressed. Due to the

increased costs and lead times, the Village was compelled to ask for alternate plans which required additional work by the Architects. Moreover, as the costs have increased the cost of the project and the design work has increased as well.

This PCO if approved would not increase the total project budget of \$20,085,651 which was presented at the August 28 Board Meeting.

RESOLUTION NO. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
APPROVING AMENDMENT NUMBER ONE (1) TO THE AGREEMENT WITH
WILLIAMS ARCHITECTS FOR BASIC ARCHITECTURAL AND ENGINEERING
SERVICES FOR THE LIONS PARK RECREATION CENTER PROJECT**

WHEREAS, the Village of Villa Park (the “Village”) is in the process of building and developing a Parks and Recreation Center at Lions Park at 320 E. Wildwood Avenue, Village Park, Illinois (“Project”) and as part of the Project, entered into an agreement dated May 17, 2022, with Williams Architects/Aquatics of Itasca, Illinois, (“Williams Architects”), to provide certain professional architectural and engineering services in connection with the design development, construction documents/permitting, bidding/negotiations and construction administration of the Project (“Agreement”); and

WHEREAS, since entering into the Agreement with Williams Architects, the scope of the work and the Hard Site and Building Budget for the Project has increased, thereby increasing the compensation due to Williams Architects under the Agreement; and

WHEREAS, the corporate authorities of the Village have determined that it is advisable, necessary and in the public interest that the Village enter into amendment number one (1) to the Agreement with Williams Architects in connection with the Project.

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

Section 1: The foregoing preamble clauses are adopted as the findings of the Village Board and are incorporated into this Resolution as if fully recited.

Section 2: Amendment Number One (1) to the Agreement dated May 17, 2022, between the Village of Villa Park and Williams Architects for architectural and engineering services related to the Lions Park Recreation Center Project, is hereby approved in the form

Resolution No. _____

attached hereto as Exhibit "A" and incorporated herein, and the Village Manager is hereby authorized to execute said Amendment Number One (1) on behalf of the Village of Villa Park.

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

PASSED AND APPROVED THIS ____ DAY OF _____, 2023.

VILLAGE OF VILLA PARK

Nick Cuzzone, Village President

ATTEST:

Hosanna Korynecky, Village Clerk

ADOPTED this ____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

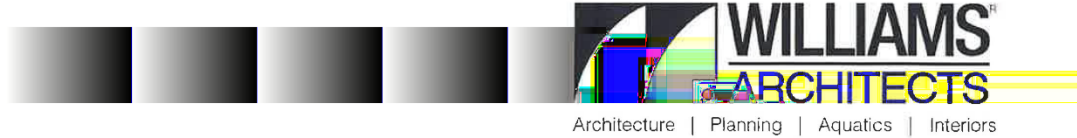
ABSTAINING: _____

Resolution No. _____

EXHIBIT "A"

Amendment Number One (1) to the Agreement dated May 17, 2022,
between the Village of Villa Park and Williams Architects

Resolution No. _____



11 July 2023

Mr. Greg Gola
Parks, Recreation & Fleet Services Director
Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181

Re: Amendment Number One (1) to Agreement for Basic Architectural & Engineering (A & E) Services
Village of Villa Park / Lions Community Center
WA Project No. 2021-053

AMENDMENT NUMBER ONE (1)

This Amendment Number One (1) to the Agreement dated 17 May 2022 between the Village of Villa Park (Owner) and Williams Architects (Architect) is made as of the day, month and year written below for the Lions Community Center Project and shall therefore amend the Architect's Compensation as noted herein.

The below noted represent the Sections of the Contract that support the terms for the Architect's Compensation as follows:

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Architect's compensation for Basic Services shall be One Million Two Hundred Thirty-One Thousand Six Hundred Thirty Dollars ~~(\$1,231,630.00)~~.

The above noted fee is based upon \$15,790,000 Hard Site and Building Construction Budget. If the project material scope and the associated construction budget increase through the design process beyond the established \$15,790,000 ~~and the fee shall increase at the same rate as the same, our fee shall increase at Seven and Eight Tenths percent (7.8%)~~ of the value of the Project that exceeds the established \$15,790,000 for the hard construction cost. This increase shall be added to the previously identified Fee listed above.

Architect's Compensation for Additional Services shall be as follows:

Interior Design (Materials/Color Selection)	\$ 28,000.00
Civil Engineer	\$ 60,000.00
Landscape Architect	\$ 18,000.00
Low Voltage	\$ 15,000.00
Food Service Consultant	\$ 10,000.00
Management and Coordination Fee (15%)	\$ 15,450.00*
* No mark-up included on Interior Design Services	
Total Specialty Add Service Sub-Consultant Fees	\$ 146,450.00

ARCHITECT'S TOTAL A & E FEE **\$ 1,378,080.00**

See Section 11.2 for additional information.



Resolution No. _____

Amendment Number One (1) / Contract between the Village of Villa Park (Owner) and Williams Architects (Architect)
for the Lions Community Center Project / Page 2

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Architect's Compensation for Additional Services shall be as follows:

Interior Design (Materials/Color Selection):	\$ 28,000.00
Civil Engineer	\$ 60,000.00
Landscape Architect	\$ 18,000.00
Low Voltage	\$ 15,000.00
Food Service Consultant	\$ 10,000.00
Management and Coordination Fee	\$ 15,450.00
Total Additional Service Fees	\$ 146,450.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

At an hourly rate for a fixed fee for the scope at hand, as mutually agreed upon between the Owner and Architect, which is unknown at the time of this Agreement. The Architect shall not proceed to provide any Additional Services until the Architect receives the Owner's written authorization.

Calculation of Architect's Fee for Basic (Section 11.1) and Supplemental Services (Section 11.2)

1. Base Bid - Core project

Original Total Construction Cost Budget = \$15,790,000
Revised Total Construction Cost WB Olson Design Development Budget = \$18,872,525.
(WB Olson Design Development Budget dated 24 March 2023)

A/E Fee –

Per the Owner-Architect Agreement
\$1,378,080 + X where X = [7.8% * (Total Construction Cost - \$15,790,000)]

\$1,378,080 + X where X = [7.8% * (3,082,525)]
\$1,378,080 + \$240,437
\$1,618,517

2. Alternate Bid #1 - Running track

Total Construction Cost WB Olson Design Development Budget = \$639,505.

A/E Fee –

Per the Owner-Architect Agreement
\$639,505 X 7.8% = \$49,882

Discounted cost (-\$17,500)
\$49,882 - \$17,500
\$32,382

Resolution No. _____

Amendment Number One (1) / Contract between the Village of Villa Park (Owner) and Williams Architects (Architect)
for the Lions Community Center Project / Page 3

~~_____~~ Alternate Bid #2 - Manual transfer switch and tap-box connection for portable generator.

Total Construction Cost WB Olson Design Development Budget = \$139,150.

A/E Fee –

Per the Owner-Architect Agreement
 $\$139,146 \times 7.8\% = \$10,854$

No additional cost

4. Total Architect's Revised Fee for Basic and Supplemental Services
Base Bid + Alternate Bid #1 + Alternate Bid #2 (Items 1 + 2 + 3)

$\$1,618,517 + \$32,382 + 0 =$
\$1,650,899

Footnotes:

1. Additional Services are in addition to compensation for Basic and Supplemental Services.
2. Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services.

Summary of Architect's Fee for Basic and Supplemental Services

Original Architect's Fee	\$1,378,080
Revised Architect's Fee	\$1,650,899

Total Increase by this Amendment **\$272,819**

Furthermore, ~~Architect's fee shall be paid by the Owner in accordance with the General Conditions~~
be provided upon Owner's written approval at a mutually agreed upon fee, as per the terms of the Contract.

This Amendment entered as of the _____ day of _____ in the year Two Thousand and Twenty-Three.

OWNER
Village of Villa Park

(Signature)

(Authorized Signatory Printed Name and Title)

ARCHITECT
Williams Architects / Aquatics


(Signature)

Tom C. Poulos, AIA
CEO / Managing Principal
(Printed Name and Title)

g:\2021\2021-053 village of villa park recreation center\lb genrl_basic serv\lb05 contracts\owner_architect\2023 07 11 amendment #1 2021053.docx

500 Park Boulevard, Suite 800 • Itasca, Illinois 60143 • P 630.221.1212 • F 630.221.1220 • www.williams-architects.com

11 July 2023

Mr. Greg Gola
Parks, Recreation & Fleet Services Director
Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181

Re: Amendment Number One (1) to Agreement for Basic Architectural & Engineering (A & E) Services
Village of Villa Park / Lions Community Center
WA Project No. 2021-053

AMENDMENT NUMBER ONE (1)

This Amendment Number One (1) to the Agreement dated 17 May 2022 between the Village of Villa Park (Owner) and Williams Architects (Architect) is made as of the day, month and year written below for the Lions Community Center Project and shall therefore amend the Architect's Compensation as noted herein.

The below noted represent the Sections of the Contract that support the terms for the Architect's Compensation as follows:

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Architect's compensation for Basic Services shall be One Million Two Hundred Thirty-One Thousand Six Hundred Thirty Dollars (\$1,231,630.00).

The above noted fee is based upon \$15,790,000 Hard Site and Building Construction Budget. If the project material scope and the associated construction budget increase through the design process beyond the established \$15,790,000 value and the Village of Villa Park approves the same, our Fee will increase at Seven and Eight Tenths percent (7.8%) of the value of the Project that exceeds the established \$15,790,000 for the hard construction cost. This increase shall be added to the previously identified Fee listed above.

Architect's Compensation for Additional Services shall be as follows:

Interior Design (Materials/Color Selection)	\$ 28,000.00
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Low Voltage	\$ 15,000.00
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Management and Coordination Fee (15%)	\$ 15,450.00*
* No mark-up included on Interior Design Services	
Total Specialty Add Service Sub-Consultant Fees	\$ 146,450.00

ARCHITECT'S TOTAL A & E FEE **\$ 1,378,080.00**

See Section 11.2 for additional information.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Architect's Compensation for Additional Services shall be as follows:

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Food Service Consultant	\$ 10,000.00
Management and Coordination Fee	\$ 15,450.00
Total Additional Service Fees	\$ 146,450.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

At an hourly rate for a fixed fee for the scope at hand, as mutually agreed upon between the Owner and Architect, which is unknown at the time of this Agreement. The Architect shall not proceed to provide any Additional Services until the Architect receives the Owner's written authorization.

Calculation of Architect's Fee for Basic (Section 11.1) and Supplemental Services (Section 11.2)

1. Base Bid - Core project

Original Total Construction Cost Budget = \$15,790,000

Revised Total Construction Cost WB Olson Design Development Budget = \$18,872,525.
(WB Olson Design Development Budget dated 24 March 2023)

A/E Fee –

Per the Owner-Architect Agreement

\$1,378,080 + X where X = [7.8% * (Total Construction Cost - \$15,790,000)]

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Total Construction Cost WB Olson Design Development Budget = \$639,505.

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\$639,505 X 7.8% = \$49,882

Discounted cost (-\$17,500)

\$49,882 - \$17,500

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Total Construction Cost WB Olson Design Development Budget = \$139,150.

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Per the Owner-Architect Agreement
 $\$139,146 \times 7.8\% = \$10,854$

No additional cost

4. Total Architect's Revised Fee for Basic and Supplemental Services
Base Bid + Alternate Bid #1 + Alternate Bid #2 (Items 1 + 2 + 3)

$\$1,618,517 + \$32,382 + 0 =$
\$1,650,899

Footnotes:

1. Additional Services are in addition to compensation for Basic and Supplemental Services.
2. Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services.

Summary of Architect's Fee for Basic and Supplemental Services

Original Architect's Fee	\$1,378,080
Revised Architect's Fee	\$1,650,899

Total Increase by this Amendment	\$272,819
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Furthermore, Additional Services authorized by the Owner (if any) in accordance with the Contract shall be provided upon Owner's written approval at a mutually agreed upon fee, as per the terms of the Contract.

This Amendment entered as of the _____ day of _____ in the year Two Thousand and Twenty-Three.

OWNER
Village of Villa Park

ARCHITECT
Williams Architects / Aquatics

(Signature)



(Signature)

(Authorized Signatory Printed Name and Title)

Tom C. Poulos, AIA
CEO / Managing Principal

(Printed Name and Title)



MEMORANDUM

TO: Village Board of Trustees

FROM: Greg Gola, Director
Mike Guerra, Director

DATE: September 11, 2023

SUBJECT: A Resolution Approving and Ratifying the Issuance of a Notice of Award and Contract for General Trades for the New Lions Recreation Center (Hargrave Builders, Inc. - \$1,055,450)

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

RESOLUTION NO. _____

**RESOLUTION APPROVING AND RATIFYING THE ISSUANCE OF
A NOTICE OF AWARD AND CONTRACT FOR GENERAL TRADES
FOR THE NEW LIONS PARK RECREATION CENTER**

WHEREAS, the Village of Villa Park (the “Village”) plans to build and develop a Parks and Recreation Center at Lions Park at 320 E. Wildwood Avenue, Villa Park, Illinois (“New Lions Park Recreation Center”); and

WHEREAS, on August 28, 2023, the Village found that Hargrave Builders, Inc. of South Elgin, Illinois, was the lowest responsible bidder for the furnishing, delivery and completion of general trades for the construction of the New Lions Park Recreation Center (“Project”), and as such, authorized the issuance of a Notice of Award and Contract to Hargrave Builders, Inc., for the Project in the amount of One Million Seventy-One Thousand, Four Hundred Fifty and 00/100 Dollars (\$1,071,450.00); and

WHEREAS, the Notice of Award and Contract authorized by the Village Board on August 28, 2023, included additional costs associated with alternate mill work that were not to be included as part of the Project, and therefore reducing the proper cost of the Project to be performed by Hargrave Builders, Inc., of South Elgin, Illinois, to One Million Fifty-Five Thousand Four Hundred Fifty and 00/100 Dollars (\$1,055,450.00); and

WHEREAS, the Village issued a Notice of Award and Contract to Hargrave Builders, Inc., of South Elgin, Illinois, in the proper amount of One Million Fifty-Five Thousand Four Hundred Fifty and 00/100 Dollars (\$1,055,450.00), based upon the work associated with the correct scope of the Project; and

WHEREAS, the corporate authorities find that it is in the best interest of the Village to approve and ratify the issuance of a Notice of Award and Contract to Hargrave Builders, Inc., of South Elgin, Illinois, in the proper amount of One Million Fifty-Five Thousand Four Hundred Fifty and 00/100 Dollars (\$1,055,450.00).

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

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

Section 2: **Lowest Responsible Bidder.** The corporate authorities do hereby find Hargrave Builders, Inc., of South Elgin, Illinois, to be the lowest responsible bidder for the Project.

Section 3: **Contract Award.** Hargrave Builders, Inc., of South Elgin, Illinois, is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

Section 4: **Authorization to Execute Notice of Award and Ratification.** The Village President is hereby authorized to execute and the Village Clerk to attest and seal a Notice of Award substantially in the form attached hereto as Exhibit “A” and made a part hereof. The Notice of Award shall be issued to Hargrave Builders, Inc., of South Elgin, Illinois, the lowest responsible bidder, for the Project, in the amount of One Million Fifty-Five Thousand Four Hundred Fifty and 00/100 Dollars (\$1,055,450.00). The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by Hargrave Builders, Inc. The prior execution and issuance of the Notice of Award in the amount of One Million Fifty-Five Thousand Four Hundred Fifty and 00/100 Dollars (\$1,055,450.00), is hereby ratified

Section 5: **Authorization to Execute Contract.** The form, terms and provisions of the Contract and the separate exhibits as provided in the Contract are hereby approved in substantially the form attached hereto as Exhibit “B,” with such insertions, omissions and changes as shall be approved by the Village President of the Village, the execution of such documents being conclusive evidence of such approval. Provided that Hargrave Builders, Inc., returns the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, to the Village, within ten (10) days of the receipt of the Notice of Award, then the Village President is authorized to execute and the Village Clerk to attest the Contract and other written contract documents. The officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution.

Section 6: **Payment of Prevailing Rate of Wages.** The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work.

Section 7: **Effective Date.** This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this ____ day of _____ 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____ 2023.

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

ATTESTED and filed in my office,
this ____ day of _____ 2023.

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

Exhibit “A”

NOTICE OF AWARD

VILLAGE OF VILLA PARK, ILLINOIS

NOTICE OF AWARD

TO: Hargrave Builders, Inc.
660 Schneider Drive
South Elgin, Illinois 60177

PROJECT DESCRIPTION: NEW LIONS PARK RECREATION CENTER – GENERAL TRADES – the project consists of providing all labor, materials, tools and equipment required and necessary for the furnishing, delivery and completion of general trades for the construction of the New Lions Park Recreation Center located at 320 East Wildwood Avenue in Villa Park, Illinois.

THE VILLAGE OF VILLA PARK has considered the bid submitted by you for the above-described work in response to its Request for Proposals.

YOU ARE HEREBY NOTIFIED that your bid for the project has been accepted for the amount of One Million Fifty-Five Thousand Four Hundred Fifty and 00/100 Dollars (\$1,055,450.00), payable on a stipulated lump sum basis, subject to the furnishing of the proper insurance.

You are required to execute the Contract and furnish the required contract bonds and insurance within ten (10) calendar days from the date of the receipt of this Notice.

If you fail to execute said Contract and to furnish said bonds and insurance within ten (10) days from the publication of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Villa Park.

Dated this ____ day of _____ 2023.

VILLAGE OF VILLA PARK, ILLINOIS,

By: _____
Nick Cuzzzone, President of the
Village of Villa Park, DuPage County, Illinois

ATTEST:

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

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by Hargrave Builders, Inc.,
this ____ day of _____ 2023.

Hargrave Builders, Inc.

By: _____
Steve Straub, President

Exhibit “B”
CONTRACT

**CONTRACT
between the
VILLAGE OF VILLA PARK, ILLINOIS
and
HARGRAVE BUILDERS, INC.
for the furnishing, delivery and completion of
GENERAL TRADES
for the
NEW LIONS PARK RECREATION CENTER**

CONTRACT
between the
VILLAGE OF VILLA PARK, ILLINOIS
HARGRAVE BUILDERS, INC.
for the furnishing, delivery and completion of
GENERAL TRADES
for the
NEW LIONS PARK RECREATION CENTER

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CONTRACT

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BID FORM

CONTRACTOR'S CERTIFICATION

CONTRACT BOND, INCLUDING LABOR & MATERIAL AND PERFORMANCE BOND

GENERAL CONDITIONS

SPECIAL PROVISIONS

SPECIFICATIONS

DRAWINGS

SCOPE OF WORK

BASELINE PROJECT SCHEDULE

PROJECT PHASING PLAN

CONTRACT
between the
VILLAGE OF VILLA PARK, ILLINOIS
and
HARGRAVE BUILDERS, INC.
for the furnishing, delivery and completion of
GENERAL TRADES
for the
NEW LIONS PARK RECREATION CENTER

This agreement, hereinafter referred to as the “Contract,” made and entered into by and between the Village of Villa Park, Illinois, an Illinois municipal corporation, hereinafter referred to as the “Village,” and Hargrave Builders, Inc., 660 Schneider Drive, South Elgin, Illinois 60177, hereinafter referred to as the “Contractor,” for all labor, materials, tools and equipment necessary for the furnishing, delivery and completion of general trades for the construction of the New Lions Park Recreation Center, hereinafter referred to as the “Project,” in Villa Park, Illinois.

In consideration of the payments to be made by the Village and of the mutual covenants herein set forth, the Village and the Contractor agree as follows:

ARTICLE 1. PERFORMANCE OF CONTRACT.

The Contractor at its own proper cost and expense shall perform the work, furnish all materials and labor necessary to complete the work in full compliance with all of the terms and the requirements of this Contract, Contractor’s Bid Form, Contractor’s Certification, Contract Bond, including Labor & Material and Performance Bond, the General Conditions, Special Provisions, the Specifications, Drawings, Scope of Work, Baseline Project Schedule, Project Phasing Schedule and any approved Modifications (Change Orders) to the Contract, which are essential documents of and made a part of this Contract.

ARTICLE 2. CONTRACT SUM AND PAYMENT

The Village shall pay the Contractor the amount of One Million Fifty-Five Thousand Four Hundred Fifty and 00/100 Dollars (\$1,055,450.00), for the performance of the work, payable on a stipulated lump sum basis as set forth in the Contractor’s Bid Form. If one or more of the prices set forth in the Contractor’s Bid Form are unit prices, the quantities shown in the Bid Form are approximate only and are subject to increase or decrease. The Contractor shall receive for the performance of the unit price work, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of the Contractor’s Bid Form. The compensation paid to the Contractor shall be the full compensation for furnishing all the materials, for doing all work contemplated and specified in this Contract, and for well and faithfully completing the work, and the whole thereof, in full compliance with the Contract documents, and within the Contract Time, which time is hereby declared to be of the essence of this Contract. The Village shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for work performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

ARTICLE 3 CONTRACT TIME

The Contractor shall perform the work according to the Project Schedule prepared and maintained by the Construction Manager. The Contractor shall commence the work expeditiously after the date the Village gives the Contractor written notice to proceed. The Contractor shall complete the work in accordance with the Project Schedule, unless an extension of time is granted in accordance with the contract documents.

ARTICLE 4. GENERAL PROVISIONS.

4.1 **Governing Law.** This Contract shall be construed under and governed by the laws of the State of Illinois. All actions brought to interpret or enforce any provision of this Contract shall be brought in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

4.2 **Appropriation.** This Contract shall become effective only after an appropriation therefor has been made. The term of this Contract shall be for one year following the effective date of the appropriation. If the Contract Time exceeds one year following the effective date of the appropriation, the term of this Contract shall extend to the end of the Contract Time provided that an appropriation therefor has been made by the Village in the subsequent year(s).

4.3 **Severability of Clauses.** If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Contract or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

4.4 **Waiver of Breach.** The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

4.5 **Written Notice.** Written notice between the Village and the Contractor may be served via E-Mail, unless otherwise specifically required by the General Conditions and Special provisions and in that event shall be deemed to have been duly served if delivered in person, or if delivered by overnight delivery service, addressed to the respective party as follows:

A. If to the Village:

W.B. Olson, Inc.
3235 Arnold Lane
Northbrook, Illinois 60062
Attn: Daniel Polfuss
E-Mail: dpolfuss@wbo.com

With a carbon copy to:

Village of Villa Park
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Matthew Harline, Village Manager
E-Mail: mharline@invillapark.com

B. If to Contractor:

Hargrave Builders, Inc.
660 Schneider Drive
South Elgin, Illinois 60177
Attn: Steve Straub, President
E-Mail: sstraub@hargravebuilders.com

Either party may change its mailing address by giving written notice to the other party as provided above. Written notice shall be deemed to have been given on the second business day following the date of the mailing if sent through the U.S. Postal Service or on the first business day following the date of the mailing if sent by overnight delivery service. Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this section.

4.6 **Obligations Survive.** The obligations or duties imposed upon the Contractor under the Contract shall survive any termination or closeout of the Contract.

4.7 **Successors and Assigns.** The Village and the Contractor each binds itself, its partners, successors and assigns and legal representative to the other party hereto and the partners, successors, assigns and legal representative of such other party with respect to all covenants, agreements and obligations contained herein.

4.8 **Independent Contractor.** The Contractor is an independent contractor and in providing its work under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

4.9 **Work of Other Contractors.** The Village reserves the right to execute other agreements in connection with the Project. The Contractor shall cooperate with the Construction Manager, the Architect/Engineer, employees and representatives of the Village, any contractor or consultant retained by the Village; but the Contractor shall not be contractually responsible for the Construction Manager, the Architect/Engineer, employees and representatives of the Village, any contractor or consultant retained by the Village.

4.10 **Non-Assignment.** The Contractor acknowledges that the Village is induced to enter into this Contract by, among other things, the professional qualifications of the Contractor. This Contract is exclusive between the Village and the Contractor. This Contract or any right or obligations hereunder may not be assigned by the Contractor, in whole or in part, to another firm without first obtaining prior permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason.

4.11 **Right to Audit.** The Village shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of five years after final payment. The Contractor shall cooperate fully with any such audit and shall provide full access to all relevant materials. In addition, the Village or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Failure to maintain the records required by this provision shall establish a presumption in favor of the state for the recovery of any funds paid by the Village under the Contract for which adequate records are not available, through some fault of the Contractor, to support their purported disbursement.

4.12 **Entire Agreement.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (1) Contract
- (2) Contractor's Bid Form
- (3) Contractor's Certification
- (4) Contract Bond, including Labor & Material and Performance Bond
- (5) General Conditions
- (6) Special Provisions
- (7) Specifications
- (8) Drawings
- (9) Scope of Work
- (10) Baseline Project Schedule
- (11) Project Phasing Schedule

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor. In case of conflict between the terms contained in the Contract documents, those terms contained in the various Contract documents shall control in the following order of precedence.

- (1) Contract
- (2) Special Provisions
- (3) General Conditions
- (4) Drawings
- (5) Specifications
- (6) Scope of Work
- (7) Contractor's Bid Form
- (8) Contract Bond
- (9) Contractor's Certification
- (10) Baseline Project Schedule
- (11) Project Phasing Schedule

4.13 **Amendments.** This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor. This Contract is executed that day and year first written above.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Contractor this ____ day of _____ 2023.

Contractor: Hargrave Builders, Inc.

By: _____
Steve Straub, President

ATTEST:

By: _____
_____, Secretary

Executed by the Village, this ____ day of _____ 2023.

Village: Village of Villa Park

By: _____
Nick Cuzzzone, Village President

ATTEST:

By: _____
Hosanna Korynecky, Village Clerk

FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, I certify that the following is the Contractor's correct Federal Taxpayer Identification

Number: _____.

Contractor: Hargrave Builders, Inc.

By: _____
Steve Straub, President

August 14, 2023



TO: The Village of Villa Park

RE: Lions Community Center

CONTRACT AWARD RECOMMENDATION

TRADE: General Trades

The following bids were received for this trade:

<u>Subcontractor</u>	<u>Amount of Base Bid</u>	<u>Alternate #2</u> Wall Panels
1. Hargrave Builders	\$ 1,055,450	Add \$16,000
2. Manusos Contracting	\$ 1,144,100	Add \$14,221
3. Doherty Construction	\$ 1,197,097	Add \$26,200
4. Edwin Anderson Construction	\$ 1,430,000	Add \$262,000
5. Efraim Carlson	No bid	
6. Architectural Building Solutions	No Bid	

After reviewing the bid from the low bidder, we have determined that this bidder appears to comply with the requirements of the contract documents. Therefore, we recommend contract award to:

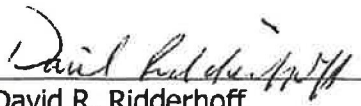
Hargrave Builders for \$ 1,055,450

Comments:

- 1) This award recommendation may change and is subject to a formal scope review meeting with the recommended bidder.

Construction Manager:

Owner Approval:


David R. Ridderhoff
Director of Preconstruction


Neil Coyne



MEMORANDUM

TO: Village Board of Trustees

FROM: Suzanne McVey

DATE: September 11, 2023

SUBJECT: A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a First Amendment to the Employee Leasing Agreement with GOVTEMPS USA, LLC

RECOMMENDED ACTION:

In September 2022, the Village entered into an Employee Leasing Agreement with GovTemps USA, LLC for the Finance Director position. The initial term of the contract was from September 12, 2022 to September 15, 2023 with the intention of the agreement being renewed on an annual basis. Staff is requesting to continue with the current contracted Finance Director Chuck Howard and to approve the amendment to the Employee Leasing Agreement. The total annual cost of the agreement is estimated to be \$212,576.

BACKGROUND:

In December 2022, the Village entered into a short-term contract with GovTemps USA for a temporary Finance Director following the retirement of the previous Finance Director. Chuck Howard has served as the Village's Interim Finance Director from December 2022 until the Village entered into a year-long contract on September 12, 2022 with GovTemps to retain Director Howard as the Finance Director. Director Howard would continue to be an employee of GovTemps USA, LLC and would be employed on a salary/exempt basis. As he remains an employee of GovTemps, they would be responsible for payroll withholding expenses, health insurance, retirement, unemployment, worker's compensation, and professional liability insurance.

DISCUSSION:

The term of this agreement is September 16, 2023 to September 13, 2024. The agreement may be renewed on an annual basis and either party may terminate the agreement at any time by providing 60 days notice. After several years of turnover in the Finance Director position, staff believe extending the contract for another year would be in the best interest of the Village. Staff recommends approval of the amendment to the Employee Leasing Agreement.

Resolution No. _____

**A RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS APPROVING THE FIRST AMENDMENT TO THE EMPLOYEE LEASING
AGREEMENT WITH GOVTEMPS USA, LLC FOR A FINANCE DIRECTOR**

WHEREAS, the Village has determined that it is necessary to hire a Finance Director; and

WHEREAS, GovTempsUSA, LLC (“Consultant”) provides recruiting and human resources services to government entities; and

WHEREAS, The Consultant has provided temporary staffing services to the Village in the past to the Village’s satisfaction; and

WHEREAS, the Village entered into an Employee Leasing Agreement with the Consultant on September 15, 2023 and the Village deems it in its best interest to extend the agreement for a period starting September 16, 2023 and concluding September 13, 2024; and;

WHEREAS, That this President and Board of Trustees of the Village of Villa Park, do hereby find that it is in the best interests of the Village of Villa Park and its residents that the aforesaid “Agreement” be entered into and executed by said Village of Villa Park

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

Section 1: Amendment. The Exhibit A and Exhibit B of the Employee are hereby amended as enclosed herein.

Section 2: Execution. The Village hereby authorizes and directs the Village Manager to execute, on behalf of the Village, the Agreement.

Section 3: Effective Date. This Resolution shall be in effect immediately from and after its passage and approval.

Section 4: Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not effect any of the remaining provisions of this Resolution.

Section 5: Repeal of Prior Resolutions. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

APPROVED AND ADOPTED this ____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2023..

Nick Cuzzone, Village President

ATTEST:

Hosanna Korynecky, Village Clerk

EXHIBIT A

Assigned Employee Base Compensation

EXHIBIT B

Summary of Benefits

EXHIBIT C

Employee Leasing Agreement

Approved September 12, 2022

EXHIBIT A
Assigned Employee and Base Compensation

MASTER AGREEMENT: Approved September 12, 2022

UPDATED EXHIBIT A TO MASTER AGREEMENT: Effective September 16, 2023

ASSIGNED EMPLOYEE: Charles Howard

POSITION/ASSIGNMENT: Finance Director

POSITION TERM: September 16, 2023 – September 13, 2024.

The agreement may be renewed on an annual basis. Either party may terminate the agreement at any time by providing 60 days advance written notice.

BASE COMPENSATION: Assigned employee will be compensated on a salary basis. The weekly bill rate is \$4088 (based on 40 hours/week at \$102.2/hour). Specific hours of work will be determined between the Client and the assigned employee.

GOVTEMPSUSA, LLC:

CLIENT:

By:

By:_____

Date: September 11, 2023

Date:_____

This Exhibit A fully replaces all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B
Summary of Benefits

LEAVE TIME: The base compensation assumes pay for holidays on the same schedule earned by Village Hall employees.

Additionally, the Client will provide paid leave time to the assigned employee at the rate of 28 days/year in a *Time Bank* for use in each contract term.

Assigned Employee shall not be compensated for any unused leave time nor shall assigned employee be allowed to carry over unused leave time to a subsequent term. Time off for leave shall be approved in advance by the Village Manager.

GOVTEMPUSA, INC.:

CLIENT:

By:

By:_____

Date: September 11, 2023

Date:_____

This Exhibit B fully replaces all Exhibits B dated prior to the date of the signatures above.

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and **THE VILLAGE OF VILLA PARK** (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") the Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Client. GovTemps, as the common law employer of Assigned Employee, has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee. Any such request will not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

Section 2.01. Payment of Wages. GovTemps will timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act

("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemps will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement.

Section 2.03. Employee Benefits. GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employee(s). GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemps. GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s). GovTemps will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively by the Client's supervisory and managerial employees.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the

Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Client will pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits

payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Increase in Fees. GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes, when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Client with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

Section 3.03. Payment Method. Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Assigned Employee drives a Municipal or personal vehicle for any reason in connection with their Assignment, the Client must maintain in effect automobile liability insurance insuring the Assigned Employee, GovTemps and the Client against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to Hire Option. At the end of the Term, the Client may hire the Assigned Employee as a permanent or temporary employee of the Client. The substantial investment of time and resources by GovTemps under this Agreement to place its leased employee with Client is recognized by Client. If after the end of the Term, Client hires Assigned employee as either a permanent or temporary employee it must pay two (2) weeks of the Assigned Employee's gross salary to GovTemps no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law.

Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") (a) arising out of GovTemps' breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Client's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, and (c) arising from any act or omission on the part of the Client or any of the Client Parties.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification

obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.

SECTION 9 DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County, Illinois. Venue and jurisdiction for any action under this Agreement is Cook County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10 NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:

GOVTEMPSUSA, LLC
630 Dundee Road Suite 225
Northbrook, Illinois 60062
Attention: Michael J. Earl
Telephone: 224-261-8366
E-Mail: mearl@govhrusa.com

If to the Client:

Village of Villa Park
20 S. Ardmore Ave.
Villa Park, IL 60181-2696
Attention: Suzanne McVey, Asst. Village
Manager
Telephone: 630-592-6061
Email: smcvey@invillapark.com

[Signatures on following page]

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

GOVTEMPSUSA, LLC,
an Illinois limited liability company

By 
Name: Joellen J. Cademartori
Title: President and Co-Owner

Effective Date: September 12, 2022

CLIENT

By 
Name: MARLENE
Title: VILLAGE MANAGER

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Charles Howard

POSITION/ASSIGNMENT: Finance Director

POSITION TERM: September 12, 2022 – September 15, 2023.

The agreement may be renewed on an annual basis. Either party may terminate the agreement at any time by providing 60 days advance written notice.

BASE COMPENSATION: Assigned employee will be compensated on a salary basis. The bill rate is \$3,920 (based on 40 hours/week at \$98/hour). Specific hours of work will be determined between the Client and the assigned employee.

OTHER: See Exhibit B.

GOVTEMPSUSA, LLC:

By: 

Date: September 1, 2022

CLIENT:

By: 

Date: 14 Sept 2022

This Exhibit A fully replaces all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B
Summary of Benefits

LEAVE TIME: The base compensation assumes pay for holidays on the same schedule earned by other Client employees.

Additionally, the Client will provide paid leave time to the assigned employee at the rate of 25 days/year in a *Time Bank* for use in each contract term.

Assigned Employee shall not be compensated for any unused leave time nor shall assigned employee be allowed to carry over unused leave time to a subsequent term. Time off for leave shall be approved in advance by the Client.



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: September 11, 2023

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Agreement with Collins Engineering, Inc., Chicago, Illinois for the Potable Water Tank Inspection in the Amount Not to Exceed \$68,500.

RECOMMENDED ACTION:

This agreement with Collins Engineers is to inspect four of the five potable water reservoirs in the Village to evaluate their current conditions and provide recommendations for repairs required. This will assist the Village in its capital planning to maintain the critical potable water storage reservoirs. Collins Engineers previously inspected the water reservoirs in 2014. However, due to the age of the report and conditions for the reservoirs, the report needs to be updated to reflect the current conditions. Staff recommends approval of the resolution.

This item satisfies the Short Term Complex Priority Goal "Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc."

BACKGROUND:

Collins Engineers conducted an evaluation of the five potable water reservoirs for the Village's water distribution system in 2014. The report identified the conditions of the potable water reservoirs and provided maintenance recommendations for all of the reservoirs. The Village utilized the report to develop a capital maintenance plan for the water reservoirs that included repainting of the Home Ave. elevated water storage tank along with other recommendations. However, due to budget constraints, only critical repairs were completed and the previous report is now nearly ten years old.

DISCUSSION:

The proposed inspection will allow the Village to have an updated report on the condition of four out of the five reservoirs which will assist the staff in determining an updated capital improvement plan for the reservoirs. The Village did not include the inspection of the elevated storage tank on Home Ave since it was recently painted both internally and externally. Collins has provided the Village with a proposed scope of work that includes both internal/underwater and exterior inspection of the reservoirs to examine them for apparent distress or level of deterioration that may reduce the service life of the structure. They will provide the Village with a written report that documents the existing conditions of reservoirs along with recommendations for repairs or maintenance. This will assist the Village in creating a capital plan for the next ten years.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Collins Engineers, Inc., of Chicago, Illinois for the Potable Water Tank Inspections in an Amount Not to Exceed \$68,500.00.

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

WHEREAS, the Village staff has recommended a proposed design engineering services agreement with Collins Engineers, Inc., of Chicago, Illinois, to perform a potable water tank inspection in an amount not to exceed Sixty Eight Thousand, Five Hundred and 00/100 (\$68,500.00); and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the citizens of the Village of Villa Park to enter into an agreement with Collins Engineers, Inc., of Chicago, Illinois, as is more particularly set forth in the *Agreement Between The Village of Villa Park, Illinois and Collins Engineers, Inc. for the furnishing of Professional Civil Engineering Services for Potable Water Tank Inspections*, a copy of which is attached hereto as Exhibit A and incorporated herein.

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

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

Section 2: That *Agreement Between The Village of Villa Park, Illinois and Collins Engineers, Inc., of Chicago, Illinois for the Potable Water Tank Inspections*, attached as Exhibit A, be and the same is hereby approved, and the Village President is hereby authorized and directed to execute same on behalf of the Village of Villa Park, with such changes therein as may

Resolution No. _____

be approved by the Village President and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

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

PASSED this ____ day of September 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this __ day of September 2023

Village President

Attest: _____
Village Clerk

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
COLLINS ENGINEERS INC.,
for the furnishing of
PROFESSIONAL CIVIL ENGINEERING SERVICES
for the
VILLA PARK POTABLE WATER TANK INSPECTIONS

THIS AGREEMENT made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the “VILLAGE,” and COLLINS ENGINEERS, INC., hereinafter referred to as the “ENGINEER,” has been prepared and executed to provide for professional civil engineering services for the VILLAGE OF VILLA PARK – POTABLE WATER TANK INSPECTION, hereinafter referred to as the “PROJECT”.

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

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

A. THE ENGINEER AGREES:

1. The ENGINEER shall serve as the VILLAGE'S professional civil engineering consultant in those phases of the PROJECT to which this AGREEMENT applies. The ENGINEER shall perform the Engineering Services described in its proposal dated August 2023, entitled “Village of Villa Park Potable Water Tank Inspections”, attached hereto as Exhibit A and made a part hereof.

2. Additional services beyond the scope of the Engineering Services above-described, requested in writing by the VILLAGE, shall be performed by the ENGINEER in accordance with the hourly rate as agreed upon in writing between the VILLAGE and ENGINEER, and approved by the VILLAGE Board of Trustees.

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

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

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

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.

- (4) Workers' Compensation and Employers' Liability: Workers' Compensation insurance within statutory limits, and Employers' Liability limits of \$500,000 per accident.
- (5) Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 per person, per aggregate.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, leased, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be in excess of the ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the

VILLAGE, its officials, agents, employees, and volunteers.

- (d) The ENGINEER's insurance shall contain a severability of interests' clause or language stating that the ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

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

e. Acceptability of Insurers

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

f. Verification of Coverage

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

5. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay reasonable charges of

attorneys and reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same. Nothing contained herein shall be construed as prohibiting the VILLAGE, its officials, employees and volunteers from defending, through the selection and use of their own agents, attorneys and experts, any injuries, deaths, loss, damages, claims, suits, liabilities, and judgments brought against them. The VILLAGE'S participation in its defense shall not remove the ENGINEER'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

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

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

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

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

10. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order) require the ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the

costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. The ENGINEER will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

11. This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the ENGINEER, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) business days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.

12. This AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

- a.** If the ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- b.** If a petition is filed against the ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- c.** If the ENGINEER makes a general assignment for the benefit of creditors;
- d.** If a trustee, receiver, custodian or agent of the ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the ENGINEER's creditors;
- e.** If the ENGINEER admits in writing an inability to pay its debts generally as they become due.

13. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, the ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE, to have the services performed which were to have been performed by the ENGINEER.

14. The ENGINEER is qualified technically and is conversant with the policies applicable to the performance of design engineering and that sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

15. The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.

16. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

17. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.

18. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

19. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the

VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name. The ENGINEER shall give the VILLAGE, or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. The ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE'S prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

20. The drawings, specifications, reports, and any other PROJECT documents prepared by the ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine-readable form, are instruments of professional service intended for one-time use. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER'S promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE'S confidential and proprietary information.

21. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE'S express authorization would be harmful and damaging to the VILLAGE'S interests:

- a.** Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups,

computer disks and diskettes, and computer databases and which are not otherwise known to the public.

- b.** All information relating to the Engineering Services being performed by the ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c.** Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d.** Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER'S wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

22. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE'S business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE'S request at any time.

23. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.

24. The ENGINEER will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

B. THE VILLAGE AGREES:

1. The VILLAGE shall pay the ENGINEER, for the Engineering Services above described, a fee not to exceed Ninety-Seven Thousand Six Hundred Twenty four (\$97,624.00) Dollars.

2. For all direct expenses totaling more than Twenty-Five Dollars (\$25.00), the ENGINEER shall provide copies of receipts from suppliers of expendable materials. Invoices for reimbursable expenses shall be provided no later than sixty (60) days after the expense is incurred by the ENGINEER, and if such invoices are not provided within sixty (60) days, the VILLAGE shall not be required to pay such reimbursable expenses.

3. The ENGINEER shall indicate to the VILLAGE the information needed for rendering of the services of this AGREEMENT. The VILLAGE shall provide to the ENGINEER such information as is available to the VILLAGE and the VILLAGE'S consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof.

4. **Payment of ENGINEER'S Fee.** The VILLAGE, for and in consideration of the rendering of the Engineering Services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.

b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

5. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

C. IT IS MUTUALLY AGREED:

1. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.

2. Each party to this AGREEMENT shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

3. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

a. If to the VILLAGE:

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Village Manager

b. If to the ENGINEER:

COLLINS ENGINEEERS, INC.
550 West Jackson Blvd
Suite 1200
Chicago, IL 60661

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

4. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

5. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

6. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.

7. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby; and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

8. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

9. This AGREEMENT may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

10. This AGREEMENT shall become effective only after an appropriation therefor has been made. The term of this AGREEMENT shall be for one year following the effective date of the appropriation.

D. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;

- d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- e. in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights; and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.
- (8) ENGINEER (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that ENGINEER will retain such certifications in its files.
- (9) In the event of the ENGINEER's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the ENGINEER may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the

contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;

- (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
 - j. not a VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official.

- k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
- l. not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
- m. the ENGINEER acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this AGREEMENT are considered a public record of the VILLAGE; and therefore, the ENGINEER shall review its records and promptly produce to the VILLAGE any records in the ENGINEER'S possession which the VILLAGE requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the ENGINEER shall produce to the VILLAGE such records within three (3) business days of a request for such records from the VILLAGE at no additional cost to the VILLAGE.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this ____ day of _____, 2023.

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181

ATTEST:

By _____
Nick Cuzzone, Village President

By _____
Village Clerk

Executed by the ENGINEER, this ____ day of _____, 2023.

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COLLINS ENGINEERS, INC.
550 W. Jackson Blvd.
Suite 1200
Chicago, Illinois 60661

By _____

EXHIBIT A

“Village of Villa Park Potable Water Tank Inspection dated August 24, 2023”

August 24, 2023

Mr. Dennis Jessen
Utilities Foreman
Village of Villa Park
Public Works Department
20 S. Ardmore Avenue
Villa Park, IL 60181-2696

Subject: Village of Villa Park Potable Water Tank Inspections

Dear Mr. Jessen:

Collins Engineers, Inc. (Collins) is pleased to submit the following proposal to Village of Villa Park for engineering inspection services pertaining to interior and exterior tank inspections in the Village of Villa Park, IL.

I. Proposed Project Scope:

Per the email from Mr. Jessen on September 28, 2022, Collins proposes to inspect the following structures:

1. Cornell Ave – 2-million-gallon above grade concrete tank
2. Home Ave (North) – 500-thousand-gallon in-ground concrete tank
3. Home Ave (South) – 300-thousand-gallon in-ground concrete tank
4. Plymouth St – 500-thousand-gallon elevated steel tank

For the purposes of this proposal, it is assumed that all tanks will be inspected without dewatering by the use of divers.

The investigation will consist of a visual and tactile inspection of the exposed surfaces of the interior and exterior portions of the water tanks with particular attention given to any observed areas of apparent distress or deterioration that may otherwise reduce the service life of the structures. Photographs including underwater photographs will be taken as necessary to document general conditions and observed deficiencies. Video camera may be attached to the diver, but video will not be submitted as a deliverable.

As part of the inspections, there will not be any removal or disturbance of any sediment or other debris from the water tank floors and/or walls. Collins will note the presence of any sediment and will estimate the observed amount and location(s). If requested by the Village, Collins will collect random samples of any present sediment with minimal disturbance of any additional sediment. The sediment sample will be provided to the Village for any further desired testing.

II. Method of Investigation:

The underwater inspections of the interior of the water tanks will be performed by a team of properly equipped, trained, and experienced engineer-divers. The inspection/diving team will consist of (at a minimum) a four-person team including a diver, standby diver, dive tender and a dive supervisor. The team will be led by a licensed Professional Engineer with experience in the inspection of water tank facilities. All diving operations will be conducted in accordance with Section 4.4 of AWWA Standard C652-11, OSHA Commercial Diving Operations Standard (29 CFR 1910, Subpart T), ADCI Commercial Diving Consensus Standards, and Collins Engineers' Manual of Safe Dive Practices. Prior to commencing fieldwork, a site-specific project safety plan will be developed that addresses confined space entry, confined space diving operations, diver disinfection procedures, and rescue operations in the case of an emergency.

The diver(s) will utilize gear that completely encapsulates the diver and is disinfected by total immersion in 200 ppm chlorine solution for a minimum of 2 minutes prior to entry in accordance with the American Water Works Association (AWWA) Standards for Underwater Tank Inspections. Additionally, Collins will assist with obtaining initial and post-inspection water quality samples and testing will be conducted by others.

Surface Supplied Air Diving operations with constant communications from diver to topside will be used to access the various interior surfaces of the tanks. If interior ladder is not present, Collins will utilize our own ladder to gain access. A confined space tripod will be maintained on site for emergency removal of an injured diver.

III. Deliverables:

A summary inspection report will be submitted for each structure. The reports will include: a general description of the structure, a write up of the existing conditions, and an evaluation with recommendations. Figures consisting of a location map and a general plan indicating the areas of deterioration will be created. The reports will also include photographs of general conditions and observed deficiencies, as practical. A draft report will be furnished within 60 days of completion of the fieldwork.

IV. Proposed Fee for Services:

The Lump Sum Fee for the inspection and reports of the four tanks is \$68,500.

The above fee is inclusive of all direct expenses. The proposed fee is valid for 30 days. Invoices will be submitted on a monthly basis based on tasks completed and payment is due within 30 calendar days of the invoice date.

V. Items Excluded from Proposed Services:

Following is a list of items that are **not included** in the proposed scope of services:

- A. Water quality testing (Village may provide containers for Collins to fill and return).
- B. Sediment testing (Village may provide containers for Collins to fill and return).
- C. Uncovering or excavation of any portions of the structure.
- D. Any permitting (including environmental, dredging, ACOE regulations, etc) as required for Collins to perform work on site.
- E. Any maintenance work, including removal of any sediment at the bottom of the reservoir.
- F. Destructive or non-destructive testing of existing structures or materials.
- G. Site surveying.
- H. Design of any repairs or cost estimates related to recommendations prior to design.
- I. Any repair or patching activities.
- J. While Collins will provide photos and general comments about any observed mechanical/electrical systems and facility appurtenances (such as pumps, piping, controls, etc.) full inspection of these items is outside the scope of this contract.

VI. Items Requested to Initiate Collins Services:

Following is a list of items requested by Collins Engineers to begin work on the project:

- i. Executed task order approval.
- ii. All available design or As-Built plans for the structure.
- iii. Access to the site including permission to drive dive vehicle near tank hatches.
- iv. Implemented and reviewed lock out/tag out of intakes and outfalls.

While on site, it is assumed that locked/bolted hatches on the tanks will be removed/opened and reinstalled by Village of Villa Park personnel. During dive operations, all pumps and orifices for the tanks will be shut down and locked out/tagged out by Village of Villa Park personnel with Collins ability to review. There shall be a safety briefing the day of the inspection between Collins and operations personnel at the water tank prior to beginning the work. Additionally, it is assumed that the Village will provide a nearby potable water spigot to obtain water for equipment disinfection.

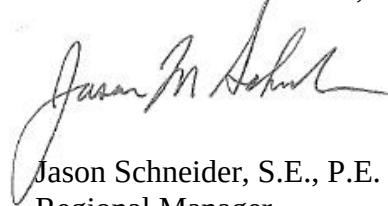
Collins anticipates that the inspection field work will take place four (4) to six (6) weeks after notice-to-proceed, and it will last approximately one week during daylight hours.

If this proposal is acceptable, we will submit our standard agreement for your review and authorization. The scope of work may be revised by submitting changes to us in writing. If you require additional services from Collins not included in this quote, we will provide additional labor rates and a fee schedule at your request.

We look forward to supporting Village of Villa Park on this project. If you have any questions, please contact Peter Sawulski at psawulski@collinsengr.com or at 630-750-0376.

Sincerely,

COLLINS ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "Jason M. Schneider", is written over the printed name and title.

Jason Schneider, S.E., P.E.
Regional Manager

JMS:ps



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: September 11, 2023

SUBJECT: Proposal for Use of the Building at 24 E. St. Charles, Villa Park, Illinois

RECOMMENDED ACTION:

This is a discussion item about a proposal for a possible business at this site.

BACKGROUND:

DISCUSSION:



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: September 11, 2023

SUBJECT: Proposal for Use of the Building at 219 W. St. Charles, Villa Park, Illinois

RECOMMENDED ACTION:

This is a discussion item about a proposal for a possible business at this site. A brief synopsis is included in the packet.

BACKGROUND:

DISCUSSION:

Business Concept Sheet

Mystic Vines

Art, Wine & Games

A Cultural Community Center located at
Chicago Dance Factory, 219 W. St.
Charles Road, Villa Park, IL 60181



The Concept of Mystic Vines is to utilize the Chicago Dance Factory Dance Studio as a Community Center with Wine Bar on weekends bringing more culture and entertainment to Villa Park.

Operating primarily as a Wine Bar & Coffee Café, Mystic Vines will serve as a meeting place for groups and clubs such as Toast Masters, Art Shows, and Hobby Groups (chess clubs, bridge clubs, etc.)

Some Proposed Community Activities:

- Art Shows / Clubs & Other Social Groups
- Speech Clubs (Toast Masters)
- Game Tournaments and Activities (Chess, Bridge, Board Games, etc.)
- Karaoke
- Wine Tastings

Food and Beverages

- Wine Selection
- Specialty Craft Beers
- Charcuterie Boards (meats and cheeses)
- Specialty Coffees
- Cakes and Desserts

Video Gaming

If permitted, we will seek to place video gaming machines in our small studio room.

Seating

There will be tables and seating for up to 34 guests and 2 staff as the Occupancy Load of the space is 36.

Benefits to the Village of Villa Park

Outside of creating community events and providing a cultural aspect, Villa Park would benefit from increased licensing fees as well as increased Tax Revenue which may be even more substantial if Video Gaming is allowed.

Contact

For more information, contact Brian Wong 630-246-0354 / brian@chicagodancefactory.com

Brian Wong is a prior US Navy Hospital Corpsman and a veteran of Desert Storm (Iraq 91) and Operation Uphold Democracy (Haiti 94).